Dated: 30 June 2016

Between:

(1) MF Rumpus HJ Northridge CH Northridge and MT Rumpus (The Owner)

(2) Arun District Council (ADC)

(3) West Sussex County Council (WSCC)

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at 251 Pagham Road and Land R/O, Pagham Road , Pagham PO21 3QB

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: P/125/14/PL

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

I hereby certify this to be a true copy

[redacted]

ARUN

This Agreement is dated 30 June 2016 and is made between:

(1) Marcus Frederick Rumpus of PO Box 86, Guildford, Western Australia, 6055, Australia and Hannah Jean Northridge of 9 Coole Drive, Enniskillen, Fermanagh, Northern Ireland, BT74 6BS and Claire Hannah Northridge of 251 Pagham Road, Pagham, PO21 3QB and Marcus Timothy Rumpus of Wykens, Axford Road, Ellsfield, Hampshire, RG25 2QG ("**the Owners**")

(2) Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("**ADC**")

(3) West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ ("**WSCC**")

1 Background

1.1 Marcus Frederick Rumpus, Hannah Jean Northridge, Claire Hannah Northridge and Marcus Timothy Rumpus are the registered proprietors under title numbers WSX291132 and WSX291054 of the land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis respectively.

1.2 Hannah Jean Northridge and Marcus Frederick Rumpus are the registered proprietors under title numbers WSX261268 and WSX264415 being the land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis respectively.

1.3 All plots of Land are shown for identification purposes only edged black on the attached plan and hereinafter collectively called "the Land".

1.4 The Owners shall hereinafter collectively be called "the Owners".

1.5 ADC is the local planning authority and local authority responsible for providing affordable housing public open space and play provision nature conservation and biodiversity.

1.6 WSCC is the Strategic Planning Authority, the local highway authority and the local authority responsible for education libraries fire and rescue services.

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1.7 The Applicant has by planning application number P/125/14/PL applied to ADC for Planning Permission to develop the Land by demolition of existing dwelling and ancillary building and erection of 40 dwellings with associated access car parking cycle and refuse storage hard and soft landscaping and amenity space

2 Interpretation

In this Agreement:

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

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

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

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

2.5 Any reference to a clause or schedule or plan is to one in to or attached to this Agreement.

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

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

2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions.

2.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

2.10 "the Act" means the Town & Country Planning Act 1990.

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2.11 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.

2.12 "the Application" means the planning application number P/125/14/PL made to develop the Land.

2.13 "Applicant" means Orchard Homes of Orchard House, 51 – 67 Commercial Road, Southampton, Hampshire, SO15 1GG.

2.14 "Affordable Housing" means affordable housing as defined in Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time and definition contained therein for Social Rent and Intermediate Housing shall also apply.

2.15 "Affordable Housing Units" means twelve (12) of the Dwellings to be provided as Affordable Housing Units on the Development consisting of a tenure mix of :-

- 9 dwellings for Social Rent and
- 3 dwellings for Intermediate Housing

and comprising -
4 x 1 bed bungalows;
6 x 2 bed flats;
2 x 2 bed houses;

in accordance with the terms of this Agreement.

2.16 "Affordable Housing Standard" means the Homes and Communities Agency building standard applicable at the date of Commencement of the Development or equivalent or replacement or successor Standard adopted by the successor body to the Homes and Communities Agency.

2.17 "ANOGS Contribution" means the ANOGS contribution of £51,000 (fifty one thousand pounds) which is payable in accordance with clause 7 and which shall be used to assist in the management and administration of the Pagham Accessible Natural Open Green Space called ANOGS which is south of Summer Lane Pagham and such as works delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from the Development and including the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring footpath repair education and

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guidance to make good a deficiency in such facilities within the District arising from the Development.

2.18 "Chargee" means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or charge or Receiver.

2.19 "Commencement of Development" shall mean the carrying out of a material operation as defined in section 56(4) of the Act exclusively referable to and comprised in the Development but excluding any operation relating to works of pegging out or laying out of a road, demolition work, investigations for the purpose of assessing ground conditions investigations in respect of land contamination or remedial action in respect thereof, enabling works, site clearance, archaeological investigations and digs exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 1995, the erection of hoardings and fencing, temporary diversion of services, signage, the formation of temporary construction accesses, preliminary landscaping before construction activity occurs on the Land and any works matters and operations to enable any of the foregoing to take place and "Commence Development" and cognate expressions shall be interpreted in accordance with this definition.

2. 20 "District" means the administrative area of ADC.

2.21 "Ditch" means the ditch shown coloured "orange" on the plan.

2.21 "Dwelling" means any residential unit to be constructed as part of the Development and "Dwellings" shall be construed accordingly.

2.22 "the Development" means the development of the Land proposed by the Application and permitted by the Planning Permission including any variations made pursuant to section 73 of the Act

2. 23 "Education Contribution" means a contribution of £216,187 (two hundred and sixteen thousand one hundred and eighty seven pounds) which shall be the total of the Primary Education Contribution, the Secondary Education Contribution and the Sixth-Form Education Contribution and payable in accordance with Clause 12

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2.24 "Fire and Rescue Service Contribution" means a contribution of One Thousand and Ninety Three Pounds (£1,093) and payable in accordance with Clause 13 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in fire and rescue services provision arising from the Development and in particular towards the provision and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Pagham

2.25 "Footpath" means the pedestrian only footpath which shall be constructed and laid out by ADC

2.26 "Footpath Land" means the land shown hatched brown on the plan which shall have a width of no greater than 1.8 metres from boundary to boundary

2.27 "Footpath Specification" means a specification for the laying out design of the Footpath including materials.

2.28 "Hanbury Footpath" means the footpath to be delivered on the land shown edged blue on the plan which is to be delivered by ADC and which shall join the Footpath

2.29 "Library Contribution" means the library contribution of £12,054 (Twelve Thousand and Fifty Four Pounds) and payable in accordance with Clause 14 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in library provision arising from the Development and in particular towards the development of a community meeting space at Willowhale Library

2.30 "Market Housing Units" means those Dwellings within the Development which are not Affordable Housing Units

2.31 "Management Company" means the private limited company to be established (if applicable) by the Owner to be responsible for the maintenance and management of the estate roads intended to be privately maintained on the Land unless otherwise agreed with WSCC (as appropriate) and the Footpath.

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2.32 "Occupation" means occupation of the Development or any part thereof for any use permitted by the planning permission except for occupation for construction, fitting out, marketing or security purposes (and the terms "Occupy" and "Occupied" will be interpreted in accordance with this definition)

2.33 "Plan" means the plan attached hereto

2.34 "Planning Permission" means the grant of planning permission pursuant to the Application

2.35 "the Public Open Space" means an area of 0.243ha within the Land to be laid out in accordance with the Public Open Space Specification and which shall include a local area of play

2.36 "Public Open Space Specification" means a specification for the laying out of the Public Open Space and which shall include a management plan for the future maintenance of the Public Open Space Including details of the management regime and responsibility

2.37 "Public Open Space Commuted Sum" means a commuted sum of £12,000 (twelve thousand pounds) to be used towards the maintenance of the Public Open Space

2.38 "Primary Education Contribution" means the financial contribution of £92,850 (Ninety Two Thousand Eight Hundred and Fifty Pounds) to make good a deficiency in primary education provision arising from the Development and in particular towards the expansion of Rose Green Junior School increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

2.39 "Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 to this Agreement and including residents of the District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

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2.40 "Registered Provider" or "RP" means a registered provider of affordable housing and appearing within the Arun District Council List of Approved Registered Providers attached as schedule 4 or specifically approved in writing for the purposes of the present Agreement

2.41 "Secondary Education Contribution" means the financial contribution of £99,928 (Ninety nine Thousand Nine Hundred and Twenty Eight Pounds) to make good a deficiency in secondary education provision arising from the Development and in particular towards additional small scale improvements at The Regis School increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

2.42 "Sixth Form Education Contribution" means the financial contribution of £23,409 (Twenty Three Thousand Four Hundred and Nine Pounds) to make good a deficiency in sixth-form education provisions arising from the Development and in particular towards additional small scale improvements at The Regis School 0increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

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

2.44 "TRO Contribution" means the contribution of £7,000 (Seven Thousand Pounds) towards the promotion, advertisement and installation of a potential Traffic Regulation Order for parking restrictions on Pagham Road should on-street car parking take place obstructing the Land access and/or sight lines associated with its operation once constructed and in use

3 Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 Section 135 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

4 Commencement

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4.1 This Agreement shall come into effect upon the date of the Agreement but the obligations in Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 shall be conditional upon the grant of Planning Permission and Commencement of the Development

4.2 On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of The Commencement Notice annexed to this Agreement as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Strategic Planning Division for the time being of WSCC

COVENANTS IN FAVOUR OF ADC

5 On Site Affordable Housing

The Owners agree with ADC:-

5.1 Not to occupy or allow or permit the Occupation of more than fifty percent (50%) of the Market Housing Units on the Land unless and until the Affordable Housing has been provided on the Land in accordance with Schedules 3 and 4 hereto

6 Public Open Space

The Owners agree with ADC:-

6.1 to submit the Public Open Space Specification to the ADC for approval prior to commencement of the Public Open Space

6.2 to lay out the Public Open Space in accordance with the approved specification and ensure that the Public Open Space is made available for use by the public prior to the Occupation of the 18th Dwelling

6.3 within two months of the completion of the works referred to in Clause 6.2 to transfer the Public Open Space to ADC or to such body as it may direct PROVIDED THAT the Public Open Space may by agreement with ADC be handed over to ADC or its nominee for public use and for maintenance purposes in advance of the transfer or the Owner supply ADC with evidence that arrangements are in place to ensure that the Public Open Space is maintained so as to comply with clauses 6.1 and 6.2 above

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6.4 to pay the Public Open Space Commuted Sum upon the handover or transfer referred to in Clause 6.3 (whichever is the earlier)

7. ANOGS Contribution

The Owners agree with ADC :-

7.1 on or before first Occupation to pay to ADC the ANOGS Contribution

7.2 not to occupy or cause or allow to be occupied any Dwelling forming part of the Development before the ANOGS Contribution shall have been made

8. Footpath

8.1 PROVIDED THAT ADC is able to provide evidence to the Owners confirming that the Hanbury Footpath is to be delivered and ADC are able to confirm that they have obtained the necessary rights, consents and licences to build a footpath over the Ditch the Owners covenant that :

8.1.1. the Owners shall set aside the Footpath Land for the purposes of providing the Footpath

8.1.2. the Owners will grant ADC all necessary rights, licences and consents necessary for construction and access purposes to enable ADC to use the site access road during the course of laying out the Footpath

8.1.3. the Owners will pay to ADC the cost incurred by ADC in providing the Footpath on the Footpath Land the cost of which shall not exceed £15,000

8.1.4. Once the Footpath has been laid out by ADC in accordance with the Footpath Specification, it shall be transferred to the Management Company who shall thereafter be responsible for its management and maintenance

8.1.5. In the event that ADC is unable to provide evidence confirming that the Hanbury Footpath is to be delivered and that ADC have obtained the necessary rights, consents and licences to build a footpath over the Ditch within [5 (five)] years of the date of this Agreement the obligations contained in clauses 8 and 9 of this Agreement shall cease and determine absolutely and the Footpath Land may be used for such purposes as the Owners see fit

9. ADC Covenants

ADC covenants with the Owner:

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9.1 Prior to commencing the laying out of the Footpath to agree the Footpath Specification with the Owners

9.2 to provide the Footpath on the Footpath Land in accordance with the Footpath Specification

9.3 to take all reasonable steps and use all reasonable endeavours to minimise the cost of providing the Footpath

9.3 to repair any damage to the remainder of the Land caused in laying out the Footpath

COVENANTS IN FAVOUR OF WSCC AND ADC

10. Management Company

10.1 Prior to Occupation of the first Dwelling to submit to WSCC and ADC:

10.1 the name and contact details of the Management Company

10.2 a schedule for approval of the street furniture and the Footpath that the Management Company will be responsible for maintaining and a regime of maintenance

COVENANTS IN FAVOUR OF WSCC

11. Private Estate Roads

11.1 Prior to Commencement of Development to submit to WSCC for approval a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under S.38 of the Highways Act 1980 and those to remain private). Any plan should also include details of surfacing materials and construction of the estate roads

11.2 It is agreed with WSCC that all estates roads that are stated to be privately maintained by the Owners or the Management Company shall be:

11.2.1 constructed to a standard suitable for its intended use;

11.2.2 maintained by the Owners or the Management Company at their own expense in good and substantial repair and condition; and

11.2.3 shall not be dedicated by the Owners or the Management Company as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991).

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11.3 Upon completion of the construction of the estate roads stated to be privately maintained and therefore not being adopted under a Section 38 Agreement, the Owners will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the constructions of the privately maintained estate roads have been designed and built to a suitable standard for their intended use.

11.4 The Owners or the Management Company covenant with WSCC:

11.4.1 that the privately maintained estate roads shall remain open and unobstructed at all times and available for use by both residents of the Development and members of the public as appropriate and the latter case without charge; and

11.4.2 to erect and maintain signs in positions agreed with WSCC advising the public that they are permitted to use the privately maintained estate roads but that it is not a public highway so as to prevent the dedication of the privately maintained estate roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise)

12. Education Contribution

The Owners agree with WSCC:-

12.1 On or before Occupation of the first Dwelling to pay to WSCC the Education Contribution

12.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Education Contribution shall have been paid

13. Fire and Rescue Service Contribution

The Owners agree with WSCC:-

13.1 On or before Occupation of the first Dwelling to pay to WSCC the Fire and Rescue Service Contribution

13.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Fire and Rescue Service Contribution shall have been paid

14. Library Contribution

The Owners agree with WSCC:-

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14.1 On or before Occupation of the first Dwelling to pay to WSCC the Library Contribution

14.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Library Contribution shall have been paid

15. TRO Contribution

The Owners agree with WSCC:-

15.1 On or before Occupation of the first Dwelling to pay to WSCC the TRO Contribution

15.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the TRO Contribution shall have been paid

16 Fire Hydrants

The Owners agree with WSCC:-

16.1 Prior to Commencement of Development, to submit to WSCC for approval (such approval not to be unreasonably withheld or delayed) a proposal for the location and installation of two fire hydrants in accordance with the West Sussex Fire Brigade Guidance Notes attached at Schedule 5 hereto

16.2 On or before Occupation of the first Dwelling to install the fire hydrant at their own expense, in the approved location and arrange for its connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting

17. WSCC Covenants

17.1 On receipt of the Education Contribution Library Contribution and Fire and Rescue Service Contribution to hold them as a separately identifiable balance within WSCC's accounts.

17.2 To use the Education Contribution Library Contribution and Fire and Rescue Service Contribution payable to it in accordance with the terms of this Agreement solely for the purposes set out within this Agreement and not for any other purpose without the prior written consent of the Owner and in the event that the Education Contribution Library Contribution and Fire and Rescue Service Contribution (or any part thereof) remain unspent or uncommitted to the funding of a contractual commitment at the date 10 years from payment of the contribution to repay to the party who made the payment any unspent contribution (or such part thereof as remains unspent) together with interest accrued thereon

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17.3 If at the end of the period referred to in clause 16.2 above WSCC shall have entered into a contract or other legally binding obligation to expend the said contribution or part thereof for the purposes specified then WSCC shall not be required to refund any part of the said contribution required for that purpose but shall as soon as possible following completion of the said contract account to the party that paid the said contribution to WSCC and refund any unexpended part of the relevant contribution.

18. Certificates

The Owners agree with WSCC and the ADC:

18.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC and WSCC notice of the Specified Date not more than seven days after such Specified Date

18.2 if the Owners fail to give the notice required under this Clause the ADC or WSCC as appropriate shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination

19. ADC Index Linking

19 .1 The Owners undertake to ADC that any sums payable by the Owner under this agreement to ADC shall be increased by the application of the following formula:

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

where:

A is the sum actually payable on the Specified Date/ Payment Date

B is the original sum mentioned in this agreement

C is the Retail Price Index for the quarter preceding the Specified Date

D is the Retail Price Index for the quarter preceding the date of this Agreement

$\frac{C}{D}$ is equal to or greater than 1

19.2 The adjustment in this clause shall only be made where the Specified Date is more than 6 months after the date of this undertaking

20. Interest

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The Owners agree with the ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.

221. Legal Costs

The Owners agree with ADC and WSCC:-

21.1 to pay on completion of this Agreement to the ADC and the WSCC their respective reasonable legal costs incurred in preparing and entering into this Agreement as follows:-

Payee	Amount of Legal Fees
ADC	£1,000
WSCC	£1,000

21.2 to pay on completion of any transfer under this Agreement to the ADC or WSCC its legal costs incurred in connection with the transfers of land referred to in this Agreement

22. Payment Notice

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to the ADC or WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

23. General

The parties agree that:

23.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission

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

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23.3 nothing in this Agreement fetters or restricts the exercise by WSCC and ADC of any of their powers

23.4 the obligations contained in Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 are planning obligations for the purpose of Section 106 of the Act

23.5 this Agreement constitutes a deed

23.6 this Agreement is enforceable by ADC as to Clauses 5, 6, 7, 8, 10 and 11 and by the WSCC as to Clauses 10, 11, 12, 13, 14 and 15

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

23.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Application or to the Development after variation or renewal of the Planning Permission from time to time

23.9 This Agreement is a Local Land Charge and shall be registered as such

23.10 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act or upon any owner or tenant of an individual Dwelling

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

24. Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force

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25. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF the Owners have applied their signatures to this Agreement as a Deed and the ADC and WSCC have applied their respective seals hereto the day and year first above mentioned

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SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

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

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division , West Sussex County Council, County Hall, West Street, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

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SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation/Agreement

Please answer all the questions.

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

2. Land at: .....

3. Agreement dated: .....

4. Planning application reference number [where applicable]

5. Obligation in Agreement

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

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SCHEDULE 3

On Site Affordable Housing

The Owners agree with ADC :-

1. Obligation to Provide Affordable Housing

1.1 that the location of the Affordable Housing Units within the Development shall be as shown on the plan ;

1.2 to procure that the Affordable Housing Units are completed no later than the date on which the last of the Market Housing Units is completed;

1.3 (unless otherwise agreed in writing with ADC) not to occupy or permit or allow the occupation of any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 165 years) to an RP on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (save for paragraphs 4.2 and 5 of this Schedule).

1.4 With effect from the date on which they are completed (and with the exception of those persons listed in paragraphs 4.2 and 5) the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.

2 . Mechanics and Terms of Transfer

FIRST OFFER

2.1 The Owners shall make an offer to an RP which offer shall include :-

(a) Sale of Land Contract

(b) A Draft Transfer

2.2 Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date")

SECOND OFFER

2.3 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owner shall make a second offer to another RP to enter

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into a Sale of Land Contract not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made ("the second offer date ")

COMMUTED SUM PAYABLE IF FIRST AND SECOND OFFERS ARE NOT IMPLEMENTED

2.4 In the event of the second offer not being accepted within the second offer period then the Owners will pay to ADC a sum equivalent to the cost at that time of providing the Affordable Housing Units within the District and the Affordable Housing Units shall thereafter be released from the Affordable Housing obligations within this Deed which shall cease and determine absolutely

3. Nomination Rights

3.1 To procure that the RP grants nomination rights to ADC on first Occupation of 100 % of the Affordable Housing Units and at least 75% on each subsequent Occupation (PROVIDED THAT if ADC do not accept such offer then the RP shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:

3.1.1 any family association in the said administrative area in accordance with relevant housing allocation policies;

3.1.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;

3.1.3 any employment opportunity in the locality;

3.1.4 any other connection with the locality

but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time)

4. Further Provisions

4.1 Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the

ARUN DISTRICT COUNCIL P/125/14/PL

Owner or Applicant in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

4. 2 The provisions of this Schedule above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

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

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

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

5. Mortgagee in Possession Clauses

5.1 The restrictions in this Schedule 3 shall:

5.1.1 (subject to the proviso below) not bind any Chargee of an affordable housing provider exercising a power of sale under its mortgage or charge or any administrator, fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security.

5.1.2 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, Section 16 of the Housing Act 1996 or any similar or substitute right applicable

5.1.3 Cease to apply to any Affordable Housing Units where an affordable housing provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof

ARUN DISTRICT COUNCIL P/125/14/PL

PROVIDED THAT any Chargee shall prior to seeking to dispose of all or any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give written notice to ADC of its intention to dispose and

(i) in the event that the Council responds within four weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it as an Affordable Housing Unit(s) then the Chargee shall use reasonable endeavours to complete such transfer provided that the Chargee shall be under no obligation to dispose of the Affordable Housing Unit(s) for an amount less than the sum outstanding under the terms of the relevant security documentation together with all accrued costs, interest and expense

(ii) if the Council does not serve its response to the notice served within four weeks then the Chargee shall be entitled to dispose of Affordable Housing Unit(s) free of the restrictions set out in this Schedule 3 which shall determine absolutely in respect of such Affordable Housing Unit(s)

(iii) if the Council or any other person cannot within four weeks of the date of service of its response complete such transfer of the Affordable Housing Unit(s) then provided that the Chargee shall have complied with its obligations in paragraph (i) of this further proviso then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule 3 which shall determine absolutely in respect of such Affordable Housing Unit(s)

ARUN DISTRICT COUNCIL P/125/14/PL

SCHEDULE 4

Information Related to On Site Affordable Housing

List of RPs approved by ADC

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB
[redacted]

Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants
[redacted]

Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
[redacted]

Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames
KT1 4BH
[redacted]

Worthing Homes
1 Chapel Road (Chris Pelling-Fulford)
Worthing
West Sussex
[redacted]

ARUN DISTRICT COUNCIL P/125/14/PL

[redacted]

Stonewater Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole
[redacted]

Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex
[redacted]

ARUN DISTRICT COUNCIL P/125/14/PL

SCHEDULE 5

West Sussex Fire Brigade Guidance Notes

ARUN DISTRICT COUNCIL P/125/14/PL

Fire and Rescue Service

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

Adequate access for fire fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5)

Works may be needed to fulfill the Fire Authority's duty to ensure the provision of an adequate supply of water for fire fighting (Fire Services Act 2004) Requirements for the provision of fire hydrants affixed to water mains and to carry out other works necessary to ensure adequate supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority
South East Water
Sutton and East Surrey Water Company
Scottish and Southern Energy (inset water company)

2.0 The following guidelines are intended to assist landowners and developers.

- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.
- In residential areas fire hydrants should be positioned no more than 150 metres from a standard ~~two floor~~ residence.
- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.
- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.
- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.

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- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.

- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

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

3. Water Pressure

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

In addition, contributions may be sought towards the provision of a new fire station or the redevelopment or extension of an existing station and its associated vehicles and equipment or associated community assets so as to enable the fire authority to meet the nationally prescribed standards of fire cover for the area.

Full details of the Fire and Rescue standards for access roads (including weight requirements) and for water supplies are available on request.

ARUN DISTRICT COUNCIL P/125/14/PL

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
in the presence of:

[redacted]

SIGNED and DELIVERED as a Deed by Nicholas David Francombe
As Attorney for Claire Hannah Northridge a

[redacted]

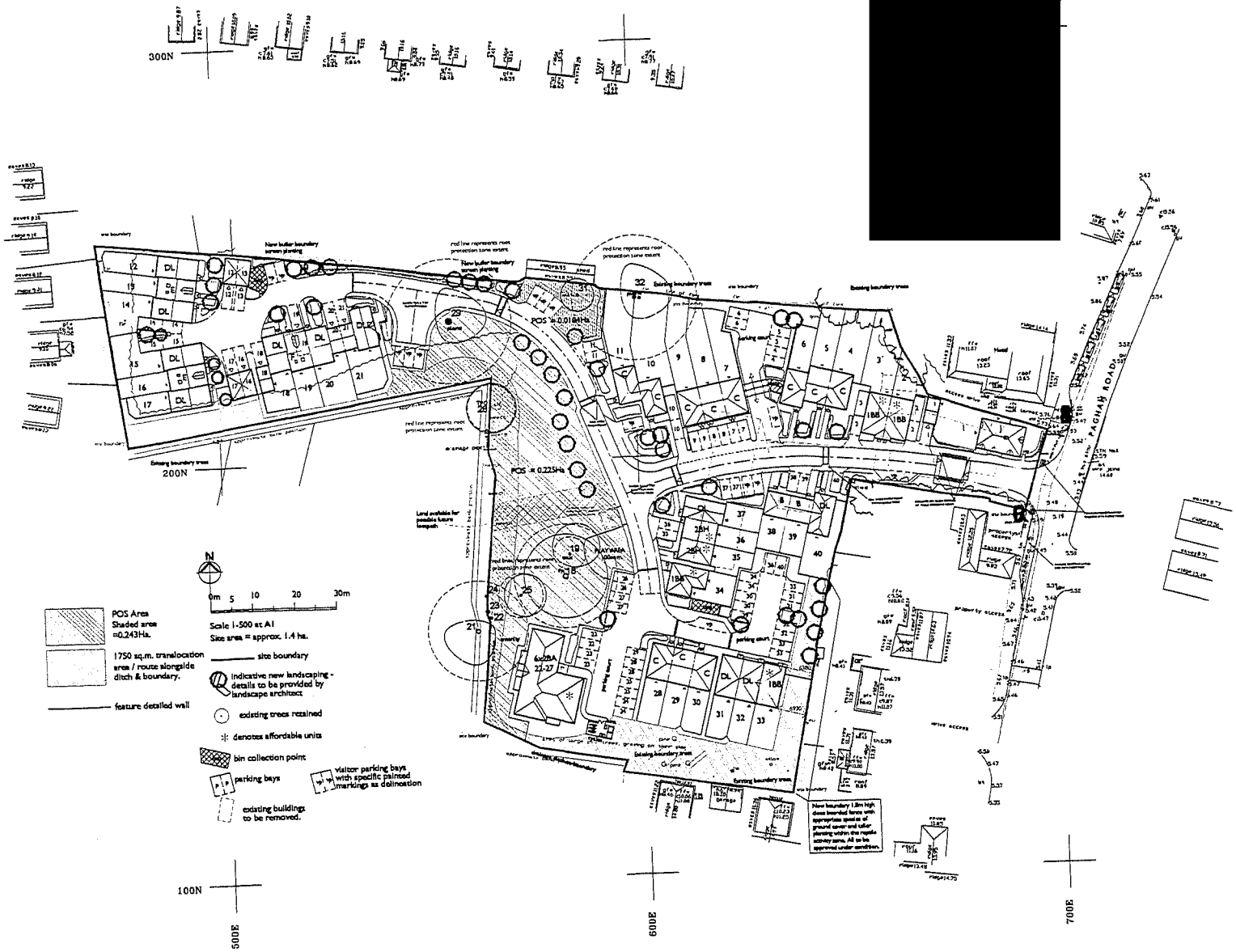
SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUN

[redacted]



Proposed Residential Development
Land to the rear of 251 Pagham Road
Pagham
Orchard Homes and Developments Ltd

Site Plan
Planning Layout

Orchard

Detail Planning

11-1065-005-L

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
[redacted]

SIGNED and DELIVERED as a Deed by Nicholas David Francombe
As Attorney for Claire Hannah Northridge a
[redacted]

SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

ARUN DISTRICT COUNCIL P/125/14/PL

SIGNED and DELIVERED as a Deed by Rose [redacted]s
as Attorney for Marcus Frederick Rumpus [redacted] 30/6/16
in the pre[redacted]

Name
Address
Occupati[redacted]

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED as a Deed by Nicholas David Francombe
As Attorney for Claire Hannah Northridge a
in the presence of:

Name
Address
Occupation

SIGN[redacted]
by Ma[redacted]
Deed [redacted]

Name[redacted]
Addre[redacted]
Occup[redacted]

SEALED with the COMMON SEAL

ARUN DISTRICT COUNCIL P/125/14/PL

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

[redacted]

Solicitor

Seal Book No:
389/2016

Authorised Signatory

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

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

I hereby certify this to be

[redacted]

Seal Book No:

Authorised Signatory

ARUN DISTRICT COUNCIL P/125/14/PL

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Hannah Jean Northridge as her
Deed in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Claire Hannah Northridge as her
Deed in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

ARUN DISTRICT COUNCIL P/125/14/PL

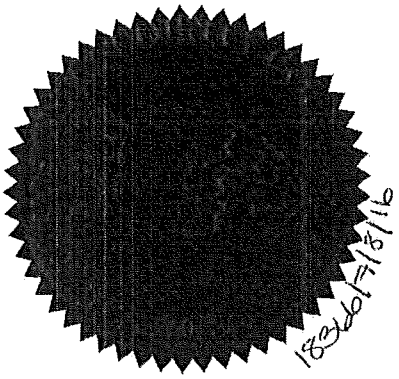
of ARUN DISTRICT COUNCIL
in the presence of:

Seal Book No:

Authorised Signatory

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the p[redacted]

Seal Book No:



Authorised Signatory

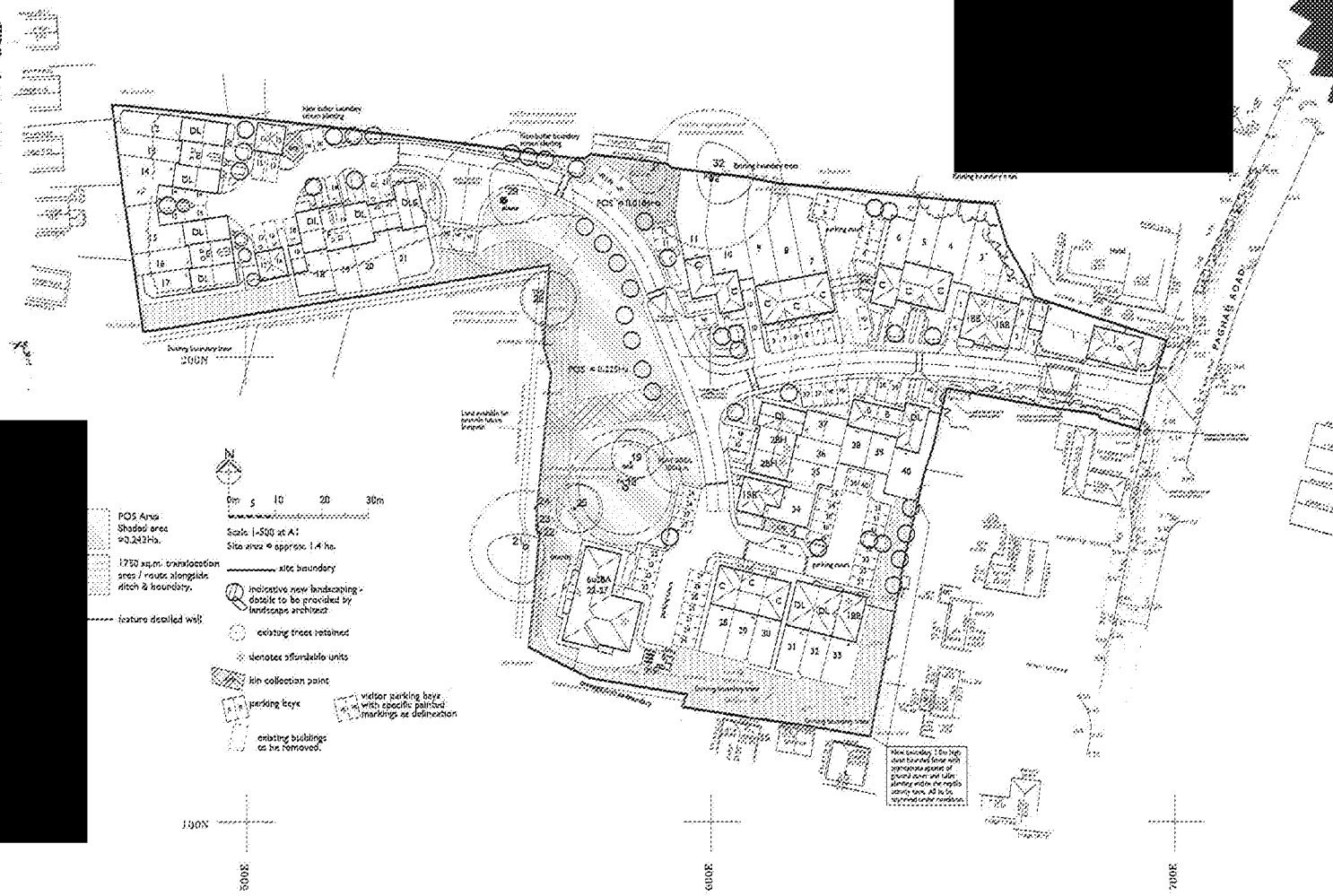
ARUN DISTRICT COUNCIL P/125/14/PL

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

I hereby certify this to be
19

[redacted]

[redacted]



[redacted]

Orchard

Detail Planning

11-1063-005-L



This power of attorney is made on 22 June 2016 by Marcus Frederick Rumpus of PO Box 86, Guildford, Western Australia, 6055, Australia (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Rose-Ann Marie-Therese Rumpus of Wyckens, College Lane, Ellisfield, Nr. Basingstoke, Hants RG25 2QG as his attorney ("**Attorney**") and in the Principal's name or otherwise and on his behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in her absolute discretion considers desirable in connection with obtaining planning permission for and selling land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") including without limitation the following documents:

(a) section 106 agreement

(b) sale contract

subject to such amendments or variations as the Attorney may agree ("**Documents**"); and

1.1.2 to take any steps or do any thing which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken [by either of them] in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

ARUN DISTRICT COUNCIL P/125/14/PL

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or format

This document has been signed

Executed as a **deed**
by Marcus Frederick Rumpus
in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

ARUN DISTRICT COUNCIL P/125/14/PL

This power of attorney is made on 30th June 2016 by Hannah Jean Northridge of 9 Coole Drive, Enniskillen, Fermanagh, Northern Ireland, BT746BS (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Caroline Anne Waller, Partner, Clarke Willmott LLP, Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG as her attorney ("**Attorney**") and in the Principal's name or otherwise and on her behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all s106 agreements ("**Documents**"), which the Attorney in her absolute discretion considers desirable in connection with obtaining planning permission for land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") subject to such amendments or variations as the Attorney may; and

1.1.2 to take any steps or do any thing which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to

ARUN DISTRICT COUNCIL P/125/14/PL

settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed as a deed and delivered on the date first above written

Executed as a **deed**
by Hannah Jean Northridge
in the presence of:



Witness signature:

Witness name:

Witness address:

Witness occupation:

ARUN DISTRICT COUNCIL P/125/14/PL

This power of attorney is made on 30th June 2016 by Claire Hannah Northridge of 251 Pagham Road, Pagham, PO21 3QB (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Nicholas David Francombe, Partner, Clarke Willmott LLP, Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG as her attorney ("**Attorney**") and in the Principal's name or otherwise and on her behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all s106 agreements ("**Documents**"), which the Attorney in his absolute discretion considers desirable in connection with obtaining planning permission for land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") subject to such amendments or variations as the Attorney may; and

1.1.2 to take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to

ARUN DISTRICT COUNCIL P/125/14/PL

settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed as a deed and delivered on the date first above written

Executed as a **deed**
by Claire Hannah Northridge
in the presence of:

[redacted]

Witness signature:

Witness name:

Witness address:

Witness occupation:

ARUN DISTRICT COUNCIL P/125/14/PL