

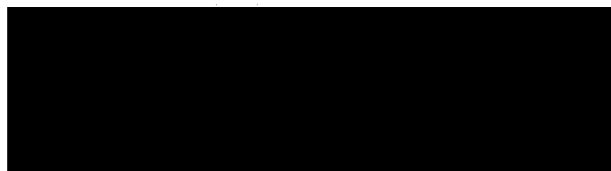
DATED 28 July 2022

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) MICHAEL JAMES LANGMEAD
- (4) JUDITH ANNE WALKER
- (5) BDW TRADING LIMITED

Unilateral Undertaking relating to Land west of Tye Lane, Walberton



8 Kew Bridge Piazza
8 Kew Bridge Road
London
TW8 0FJ



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UNILATERAL UNDERTAKING

under Section 106 of the Town and Country Planning Act 1990 in relation to the development at Land west of Tye Lane, Walberton

THIS UNILATERAL UNDERTAKING AND DEED is given on 28 of July 2022

PARTIES

- (1) **ARUN DISTRICT COUNCIL**, of Bognor Regis Town Hall, Clarence Road, Bognor Regis, West Sussex PO21 1LD ("Council");
- (2) **WEST SUSSEX COUNTY COUNCIL**, of WSCC, County Hall, West Street, Chichester, PO19 1RQ ("County Council");
- (3) **MICHAEL JAMES LANGMEAD**, of Hooe Farmhouse, Tye Lane, Walberton, Arundel, West Sussex in his personal capacity and in his capacity as executor for the estate of Julia Bridget Langmead as trustees for The Michael James Langmead Lifetime Discretionary Trust and the Julia Bridge Langmead Lifetime Discretionary Trust ("First Owner");
- (4) **MICHAEL JAMES LANGMEAD**, of Hooe Farmhouse, Tye Lane, Walberton, Arundel, West Sussex as executor for the estate of Julia Bridget Langmead as trustee for The Michael James Langmead Lifetime Discretionary Trust and the Julia Bridge Langmead Lifetime Discretionary Trust ("Second Owner");
- (5) **JUDITH ANNE WALKER** of Little Firs, The Street, Walberton, Arundel BN18 0PY ("Third Owner"); and
- (6) **BDW TRADING LIMITED**, a company incorporated and registered in England and Wales with number 03018173 which has its registered office at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("Developer").

BACKGROUND

- A The Council is the local planning authority for the purposes of s 106 of the 1990 Act for the area within which the Land is situated.
- B The County Council is the local highway authority for the area within which the Land is situated.
- C The First Owner is the freeholder owner of part of the Land registered at the Land Registry under title number WSX356099.
- D The Second Owner is the freehold owner of part of the Land registered at the Land Registry under title number WSX356100.
- E The Third Owner is the freehold owner of part of the Land registered at the Land Registry under title number WSX42584.
- F The First Owner, the Second Owner and the Third Owner are referred as the Owners.
- G The Developer has an interest in the Land by virtue of an agreement for the sale and purchase of the Land dated 15th January 2022 made between (1) the First Owner (2) the Second Owner (3) Henry Adams Strategic Land Limited and (3) the Developer.
- H The Application was refused on 12th January 2021 and the Developer lodged an appeal pursuant to section 78 of the 1990 Act on 1st July 2021 and this Planning Appeal (Hearing) is being heard on 13th and 14th April 2022 and 12th July 2022.

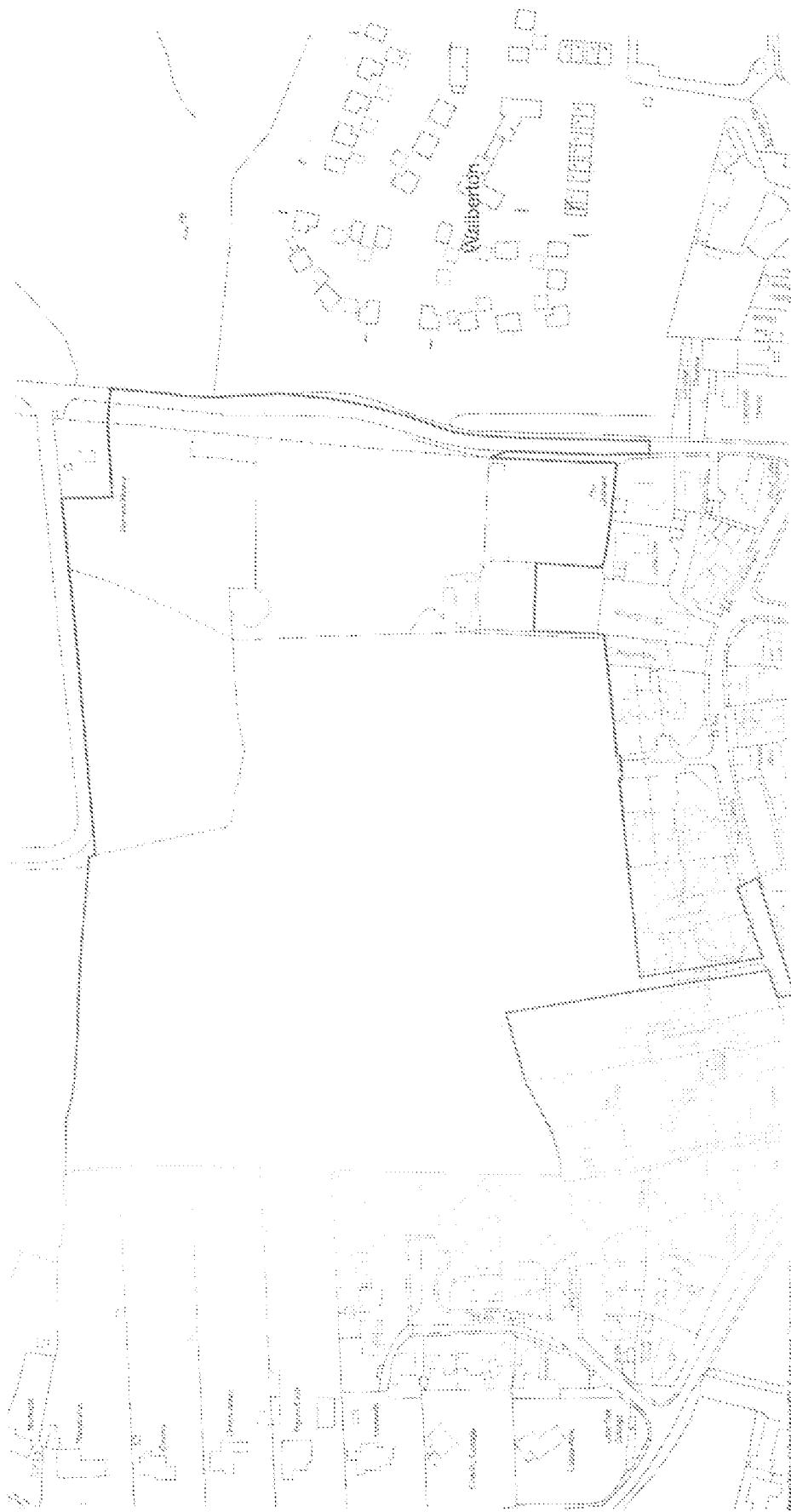
- i. The Developer has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Agreement.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1. In this Undertaking unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

1990 Act	means the Town and Country Planning Act 1990 (as amended);
Application	means the application for the Development submitted by or on behalf of the Developer to the Council to which the Council has allocated reference number WA/68/20/OUT;
CIL Regulations	means the Community Infrastructure Levy Regulations 2010 (as amended);
Conditions Precedent	means the conditions contained in clause 4;
Development	means the development of the Land for the for the construction of up to 155 No. dwellings (30% affordable homes) and amendment to boundary of garden land to serve adjoining property in accordance with the Application;
Expert	means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.
Implementation	means commencement of development pursuant to the Permission by the carrying out of a "material operation" (as defined in s 56(4) of the 1990 Act) save that for the purposes of this Undertaking the term shall not include works of demolition, surveys, site clearance, works of archaeological or ground investigation or remediation, the erection of fencing or hoardings, the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development, the laying, removal or diversion of services, the provision of construction compounds, the temporary display of site notices or advertisements or piling works (and "Implement" and "Implemented" shall be construed accordingly);
Index	means the All-in Tender Price Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors to include any applicable local or regional weighting or such other index agreed between the parties between the date hereof and



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Property	Year Last Sold	Location	Price
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	the date of actual payment and "Index Linked (BCIS)" shall be construed accordingly;
Indexed	means increased in accordance with clause 11;
Land	means the land edged red on the Plan;
Occupation	means occupation for the purposes permitted by the Permission but does not include occupation for the purposes of fitting out, decoration, marketing, staff training or site security (and "Occupy" and "Occupying" shall be construed accordingly);
Permission	means outline planning permission (subject to conditions) to be granted by the Secretary of State for the Development;
Plan	means the plan attached to this Agreement titled Location Plan and numbered LP.01;
Residential Units	means the units of residential accommodation provided as part of the Development;
Secretary of State	means the Secretary of State for Levelling Up, Housing & Communities, or any other minister or authority for the time being entitled to exercise the powers under ss 74, 77 and 79 of the 1990 Act, and shall include any planning inspector appointed to exercise such function on his behalf;
Working Day(s)	means a day other than a Saturday or Sunday or public holiday in England.

- 1.2. References in this Undertaking to the "Developer", the "First Owner", the "Second Owner" and the "Third Owner" shall include their respective successors in title to the Land and their assigns.
- 1.3. References in this Undertaking to the "Council" shall include any successor to its functions as local planning authority.
- 1.4. References in this Undertaking to the "County Council" shall include any successor to its functions as local highway authority.
- 1.5. References in this Undertaking to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.6. The clause headings in this Undertaking are for convenience only and do not form part of the Undertaking.
- 1.7. References to clauses paragraphs schedules appendices or recitals shall (unless the context otherwise requires) be references to clauses paragraphs schedules appendices or recitals in this Undertaking.
- 1.8. References to the singular shall include the plural and vice versa.
- 1.9. Where any covenants in this Undertaking are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.

- 1.10. Where a party includes more than one person, any obligations of that party will be joint and several.

2. Obligations and statutory powers

- 2.1. This Undertaking is entered into by unilateral undertaking and is a planning obligation for the purposes of s 106 of the 1990 Act and it is acknowledged by the parties that the obligations contained within it are binding on the Land and are enforceable by the Council as local planning authority and the County Council as the highway authority against the Developer and against its successors in title and assigns in respect of their interests in each and every part of the Land.

- 2.2. The Developer hereby covenants to observe and perform the Planning Obligations;

3. Land bound

- 3.1. The Land is bound by the obligations in this Undertaking.
- 3.2. (Other than paragraphs 5 and 5 of Part B and paragraph 3 of Part C of Schedule 1) none of the obligations in this Undertaking shall bind owners of any Residential Units provided they own such units for their own occupation nor any statutory undertaker or public authority which acquires any part of the Land or an interest in it for the purposes of its statutory functions.

4. Conditionality

The obligations in this Undertaking are unless otherwise specified conditional upon:

- 4.1. the grant of the Permission by the Secretary of State and the Secretary of State's decision letter containing a clear statement (whether in express terms or by expressly adopting a recommendation to that effect) that he has placed weight upon each Planning Obligation as a reason for granting planning permission in accordance with Regulation 122 of the CIL Regulations PROVIDED ALWAYS if no reference is made to a particular obligation in the Secretary of State's decision letter that obligation shall be considered to be a reason for granting planning permission for the purposes of the aforementioned Regulations and PROVIDED FURTHER THAT if any Planning Obligation is determined by the Secretary of State not to constitute a reason for granting Permission because it either fails to satisfy the requirements of Regulation 122 of the CIL Regulations or falls within the scope of Regulation 123 of the CIL Regulations, then that Planning Obligation (but no other part of this Undertaking) shall have no further force or effect and shall not be enforceable against any of the parties giving this Undertaking or their respective successors in title; and
- 4.2. Implementation of the Permission.

5. Release and lapse

- 5.1. The Developer shall not be liable for a breach of any of its obligations under the terms of this Undertaking or obligations relating to any part of the Land, after it shall have parted with all of its interests in the Land or the part in respect of which the breach arises (as the case may be) other than in respect of any breach by them at the time when it held such an interest.
- 5.2. It is further agreed that this Undertaking shall lapse and be of no further effect if:
- 5.2.1 the Permission shall expire without having been Implemented; or
- 5.2.2 the Permission shall be withdrawn, varied or revoked otherwise than with the consent of the Developer; or
- 5.2.3 the Permission is quashed following a successful legal challenge.

- 5.3. Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Undertaking.

6. Local land charge

- 6.1. This Undertaking is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Undertaking.
- 6.2. Following the performance and satisfaction of all the obligations contained in this Undertaking the Council shall forthwith cancel all the entries made in the register of local land charges in respect of this Undertaking.

7. No fetter on discretion

Nothing in this Undertaking shall fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted) under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8. Severability

It is agreed that if any part of this Undertaking is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Undertaking and the remainder of this Undertaking shall continue in full force and effect.

9. Contracts (Rights of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Undertaking shall be enforceable by a third party who is not a party to the Undertaking and the terms of the Undertaking may be varied by a deed agreed between the parties without the consent of any third party being required.

10. Notices

- 10.1. The address for any notice or other written communication is as specified above in the case of each party hereto or (at the option of the recipient) such address as may be specified for service from time to time provided that the same is within the United Kingdom or (at the option of the party giving notice or other communication) the last-known place of abode or business in the United Kingdom of the recipient.

- 10.2. Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if received by electronic mail AND delivered by recorded delivery post or other service which provides for delivery on the next business day or by hand to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is sent to the email address stated and marked as follows for each recipient:

10.2.1. for the Developer to James.M.Cross@barratthomes.co.uk and marked for the attention of James Cross and to Nick.Millier@barratthomes.co.uk and marked for the attention of Nick Miller

10.2.2. for the County to (insert email address) and marked for the attention of the (insert description of person)

10.2.3. for the Council to (insert email address) and marked for the attention of (insert description of person)

10.2.4. for the Owner to (insert email address) and marked for the attention of (insert description of person)

10.3. Unless the time of actual receipt is proved a notice demand or communication sent by the following means is to be treated as having been served:

10.3.1. In the case of electronic mail in the absence of evidence of a delay at the time the message was sent

10.3.2. In the case of first class recorded post at the time delivery was signed for

10.3.3. In the case of delivery by hand at the time delivery was made.

10.4. If a notice demand or any other communication is served after 4.00 pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day.

11. Indexation of financial contributions

Where any financial contribution in this Undertaking is to be "Indexed" then the amount of the contribution after application of the Index shall be calculated according to the formula:

Amount after indexation = $A \times B/C$

Where:

A = the amount of the financial contribution as set out in this Undertaking;

B = the Index at the date at which the amount is due to be paid; and

C = the Index at the date of this Undertaking.

12. Interest on late payments

Any payment due from the Developer under this Undertaking which is not paid on the due date shall be payable with interest calculated at the rate of two per cent above the base lending rate from time to time of Barclays Bank plc from the due date until date of payment.

13. VAT

All consideration set out in this Undertaking is exclusive of VAT (unless the contrary is expressly stated).

14. Developer Covenants

14.1. Subject to clause 14.2 the Developer covenants with the Owners that it will observe and perform the obligations in Schedule 1 of this Undertaking and will indemnify the Owners against any breach or non-observance of any of them.

14.2. The Owners agree that the indemnity in clause 14.1 shall not apply in the event that the Owners cause or permit the implementation of the Permission without the prior written consent of the Developer.

15. Dispute resolution

15.1. In the event of any dispute or difference arising between the parties arising out of this Undertaking such dispute or difference may be referred to the Expert.

15.2. In the absence of agreement between the parties as to the appointment or suitability of the expert to be appointed pursuant to clause 15.1, or as to the appropriate professional body, within ten Working Days after any party has given to the other parties to the dispute a written request to concur in the professional qualifications of the expert to be appointed pursuant to clause 15.1 then that question shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference. Such solicitor shall act as an expert and his decision shall be final and binding on the parties save in the case of manifest error and his costs shall be

payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

- 15.3. The Expert shall act as an expert and not as an arbitrator.
- 15.4. The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 46 Working Days from the date of his appointment to act.
- 15.5. The Expert shall be required to give notice to each of the said parties inviting them to submit to him within ten Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 15 Working Days in respect of any such submission and material. The Expert's decision shall be given in writing within 20 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 21 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest material error the Expert's decision shall be final and binding on the said parties.
- 15.6. The Expert may award the costs of the dispute resolution in such proportions as he sees fit but in the absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.

16. Waiver

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

17. Change in ownership

The Developer agrees with the Council to give the Council and the County Council written notice within 20 Working Days of any change in ownership of its interest in the Land occurring before all the obligations under this Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchase by reference to a plan.

This Undertaking has been executed as a deed and delivered on the date stated at the beginning of this Undertaking.

SCHEDULE 1

DEVELOPER/OWNERS' COVENANTS

Part A: Notifications

1. The Developer covenants with the Council to notify the Council of the occurrence of the following:
 - 1.1 Implementation of Development.

Part B: Affordable Housing

1. Definitions

In this Part of Schedule 1 unless the context otherwise requires the following terms shall have the following meanings:

Affordable Housing means social rented, affordable rented and intermediate subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

Affordable Housing Scheme means a scheme to be submitted by the Developer to the Council detailing the Affordable Housing Units to be provided as part of the Development which shall include the following:

- (a) the numbers, types and tenures of the Affordable Housing Units;
- (b) a plan illustrating the distribution of Affordable Housing Units across the Land;
- (c) the name of the proposed Registered Provider;
- (d) a schedule of accommodation including the floor space of each Affordable Housing Unit (m2) and number of bedrooms;
- (e) the arrangements by which the Affordable Housing Units are to be Provided before all of the Market Residential Units have been Practically Completed;
- (f) details of the rents to be charged in respect of the Affordable Housing Units that are to be let at a rent;

- (g) the details of the arrangements with the Registered Provider for the identification, short-listing and nomination of Qualifying Persons by the Council to the Affordable Housing Units whether on First Letting or on any subsequent re-letting as the case may be;
- (h) in respect of any Intermediate Housing Units, a marketing plan that outlines the specific actions that will be taken by the Owners to identify Qualifying Persons who (in order of priority) are resident in social housing within the Parishes; resident within the Parishes or who work within the Parishes and have an interest in purchasing an Intermediate Housing Unit; and the timescales in which those actions will be taken.

Affordable Housing Units

means 30% of the total number of Residential Units to be provided as Affordable Rented Units Intermediate Housing Units Social Rented Units or as First Homes provided that where 30% of the total number of Residential Units to be constructed on the Development does not equate to a whole number the number of Affordable Housing Units shall be rounded up where the number ends in 0.5 or more and rounded down if it does not;

Affordable Rented Units

means housing let by local authorities or Registered Providers to households who are eligible for social rented housing and which is subject to rent controls that require a rent of no more than 80% of the local market rent (including services charges where applicable) as defined in the National Planning Policy Framework;

Chargee

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;

First Homes	has the meaning set out in Part C of this Schedule 1;
First Letting or First Sale	means the first occasion when an Affordable Housing Unit is available for letting or where applicable, for sale, to a Qualifying Person;
Intermediate Housing Units	means housing at a cost above Social Rented Units but below market levels and which should remain at an affordable price for future eligible households and which may include shared equity products other low cost homes for sale and intermediate rental as defined in the National Planning Policy Framework;
Market Residential Units	means any Residential Units which are not Affordable Housing Units;
Qualifying Person	means: (a) in relation to the Affordable Rented Units a person nominated by the Council, who is an individual who is (unless otherwise agreed with the Council) registered on the Council's Housing Register and is in Housing Need; or (b) in relation to the Shared Ownership Units a person who is on the Help to Buy Register.
Registered Provider	means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to section 3 of the Housing Act 1996 and has not been removed from that register pursuant to section 4 of Housing Act 1996 or a provider of social housing as defined in section 80 of the Housing and Regeneration Act 2008 who is registered with the Regulator pursuant to section 111 of the Housing and Regeneration Act 2008 and has not been removed from the register or the Council;
Regulator	means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers;
Shared Ownership Units	means the Residential Units to be constructed as Affordable Housing Units in which a Qualifying Person buys a leasehold share of between 10-75% and

pays rent on the remainder but with the ability to acquire the remainder;

Social Rented Units

means (as defined in the National Planning Policy Framework) housing owned by local authorities or Registered Providers for which guideline target rent is determined through the national rent regime.

2. Not to commence the construction of any Residential Units until the Affordable Housing Scheme has been submitted to and approved by the Council.
3. The Developer shall not Occupy more than 30% of the Market Residential Units until 50% of the Affordable Housing Units have been constructed and made ready for occupation and transferred to a Registered Provider either freehold or leasehold for a term of not less than 125 years.
4. The Developer shall not Occupy more than 60% of the Market Residential Units until 100% of the Affordable Housing Units have been constructed and made ready for occupation and transferred to a Registered Provider either freehold or leasehold for a term of not less than 125 years.
5. The Affordable Housing Units shall not be used for any purpose other than for Affordable Housing.
6. The Developer shall procure that any transfer of Affordable Housing Dwellings to a Registered Provider will contain the following provisions:
 - 6.1. The grant by the Developer of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units.
 - 6.2. A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Residential Units on the Land.
7. The Affordable Housing Units shall not be transferred (other than by way of a transfer of a freehold interest of an Affordable Housing Unit to an occupier of an Intermediate Housing Unit who has acquired 100% of the equity in that Intermediate Housing Unit or an occupier of a Social Rented Unit and/or an Affordable Rented Unit who has exercised the right to buy or acquire) to any person other than a Registered Provider.
8. The Affordable Housing Units shall not be first Occupied until the Registered Provider enters into a Nominations Agreement with the Council substantially in the form set out in Appendix 5, under which the Council is given an opportunity to nominate 100% of the first occupiers from its housing list for the Affordable Housing Units on First Letting or First Sale and 75% of first re-letting or re-sale (as the case may be).
9. The restrictions contained in this Schedule affecting the Affordable Housing Units shall not be binding on:
 - 9.1. Chargee or any persons or bodies deriving title through such Chargee or a Receiver
PROVIDED THAT:
 - 9.1.1. Such Chargee or Receiver shall only exercise any power of sale under a mortgage or charge over any Affordable Housing Unit in the event of default by the Registered Provider or owner or tenant of an Affordable Housing Unit;

- 9.1.2. such Chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 9.1.3. if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the affordable housing provisions in this Agreement which provisions shall determine absolutely;
- 9.2. any occupant of an Affordable Housing Unit who has exercised a statutory right to buy or acquire under the Housing Act 1996 or otherwise or any person other than a Registered Provider deriving title under that occupant;
- 9.3. a leaseholder of an Affordable Housing Unit who has exercised their right to staircase ownership up to 100% ownership or any persons deriving title through such leaseholder;
- 9.4. a mortgagee of an occupant or leaseholder in the event that a mortgagee of an occupant or leaseholder seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage; and
- 9.5. a purchaser of a single Market Residential Unit(s) and his successors in title or his mortgagee.

Part C: First Homes

1. Definitions

In this Part of Schedule 1 unless the context otherwise requires the following terms shall have the following meanings:

Affordable Housing	has the meaning set out in Part B of this Schedule 1
Armed Services Member	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
Discount Market Price	means a sum which is the Market Value discounted by at least 30%
Dwelling	has the same meaning as given to "Residential Unit" in Part B of this Schedule 1

Eligibility Criteria (National)

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

Eligibility Criteria (Local)

means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) (ii) and (iii) below are met:
 - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or
 - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

it being acknowledged that at the date of this Agreement the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.

First Home

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and

	which on its first Disposal does not exceed the Price Cap
First Homes Owner	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) a tenant or sub-tenant of a permitted letting under paragraph 3 of this Part C
First Time Buyer	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
Income Cap (Local)	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Undertaking the Council has not set an Income Cap (Local)
Income Cap (National)	means: (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000); and (b) in the case of any other First Home, eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
Key Worker	means a person employed or with a confirmed job offer in one of the following categories of employment: (a) public sector employees who provide frontline services in areas including health, education and community safety – such as NHS staff, teachers, police, firefighters

and military personnel, social care and childcare workers; or

- (b) such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal.

Local Connection Criteria

means either (a) or (b) below:

- (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:
 - (i) is ordinarily resident within the local government district of Arun and has been for a continuous period of not less than two consecutive years prior to exchange of contracts for the relevant First Home; and/or
 - (ii) their place of paid employment is in the local government district of Arun and they have been employed for more than 16 hours per week for the last two years; or
 - (iii) who has a close family association with the local government district of Arun by reason of a parent/legal guardian, sibling or child, who is ordinarily resident within the local government district of Arun; or
- (b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First

Home shall be the "Local Connection Criteria" which shall apply to that disposal.

Market Dwelling	means any Dwelling which is not a First Home or Affordable Housing
Market Value	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
Price Cap	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or Four Hundred and Twenty Thousand Pounds (£420,000) if the First Home is situated within the administrative area of any London Borough Council including the City of London or such other amount as may be published from time to time by the Secretary of State
Valuer	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

2. The First Homes will be provided in accordance with the provisions of Part B Schedule 1.
3. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Undertaking PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 3.1 – 3.4 below.
 - 3.1. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph

more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

- 3.2. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below;
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 3.3. A letting or sub-letting permitted pursuant to paragraph 3.1 or 3.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 3.4. Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

Part D: Open Space

1. Definitions

in this Part of Schedule 1 unless the context otherwise requires the following terms shall have the following meanings:

Management Company	means a management company established or appointed by the Developer and sufficiently funded by the occupiers of the Residential Units to enable it to ensure that on completion of the Open Space within the Development the Open Space shall be maintained by the management company in perpetuity and that any transfer or lease of any Residential Unit shall include a provision requiring the appropriate contribution to be made on the part of each Residential Unit towards any service charge levied by
--------------------	---

any management company for the upkeep of the Open Space and incorporating a restriction against transferring a freehold or leasehold interest in the Residential Unit without obtaining a direct covenant with the management company in respect thereof from any such transferee or lease (on a "not for profit" basis) for management operation and maintenance of the Open Space;

Open Space means the Public Open Space Land and the Play Areas having an area of not less than 2.1 hectares in aggregate;

Phase means any phase of the Development shown on the Phasing Plan;

Phase A means that part of the Development coloured yellow on the Phasing Plan;

Phase B means that part of the Development coloured orange on the Phasing Plan;

Phase C means that part of the Development coloured green on the Phasing Plan;

Phasing Plan means the plan with drawing number 210824/SL01/155/PHP at Appendix 1;

Play Areas means the three (3) local areas of play (LAPs) and the local equipped areas of play (LEAPS) to be provided as part of the Development;

Public Open Space Land means the public open space land to be provided as part of the Development

2. **Phasing Plan**
To carry out the Development in accordance with the Phasing Plan or such variation to the approved Phasing Plan as approved by the Council.
3. **Open Space Scheme**
To provide the Open Space within the Development in accordance with details approved in writing by the Council.
4. **Open Space**

- 4.1. Not to Occupy more than 25% of the Residential Units until the Public Open Space Land and the Play Areas for Phase A have been provided in accordance with details approved in writing by the Council.
- 4.2. Not to Occupy more than 50% of the Residential Units until the Public Open Space Land and the Play Areas for Phase B have been provided in accordance with details approved in writing by the Council.
- 4.3. Not to Occupy 100% of the Residential Units until the Public Open Space Land and the Play Areas for Phase C have been provided in accordance with details approved in writing by the Council.
- 4.4. Following the completion of the Public Open Space Land and the Play Areas to maintain the Public Open Space Land and the Play Areas to the reasonable satisfaction of the Council until such time as the transfer or the granting of a long leasehold interest of the Public Open Space Land and the Play Areas to the Management Company is completed.
- 4.5. The transfer shall be subject to the condition that the Public Open Space Land and the Play Areas shall not be used otherwise than for those purposes.
- 4.6. To notify the Council in writing within ten Working Days of the transfer of the Public Open Space Land and the Play Areas pursuant to paragraph 4.4 of this Schedule.

Part E: Highway Works

1. Definitions

In this Part of Schedule 1 unless the context otherwise requires the following terms shall have the following meanings:

Draft Travel Plan	means the draft travel plan prepared by prepared by Paul Basham Associates Ltd dated December 2020 Report No 041.0071/TP/3 a copy of which is attached to this Undertaking at Appendix 2;
Highway Contribution	means the sum of £180,000 (one hundred and eighty thousand pounds) (Indexed) which shall be payable in accordance with paragraph 2 of this Part of Schedule 1;
Highway Plan	means the drawing numbered 183248-005 Rev D prepared by Ardent Consulting Engineers annexed at Appendix 3
Highway Works	means the highway improvements at the A27/Tye Lane junction as detailed in principle on the Highway Plan and which

shall take place in general accordance with the Highway Plan;

Section 278 Agreement means an agreement under section 278 of the Highways Act 1980 to secure the Highway Works;

Travel Plan has the meaning given in paragraph 3.4 of this Part of Schedule 1;

Travel Plan Monitoring Fee means the sum of £3,500 payable by the Developer to the County Council in accordance with paragraph 3.5 of this Part of Schedule 1 towards the costs to be incurred by the County Council in monitoring a Travel Plan.

2. Highway Works and Highways Contribution

2.1. Prior to Implementation the Developer shall serve notice on the Council to request notification from the Council as to whether the Council requires:

2.1.1. the Highway Works to be constructed and provided by the Developer pursuant to a Section 278 Agreement; or

2.1.2. the Highway Contribution to be paid by the Developer to the Council.

2.2. Where the Council's notification is requested under paragraph 2.1 above and the Council has not notified its requirement to the Developer within 56 days after the date of receipt of the request, the Council shall be deemed to have required the Highway Contribution to be paid by the Developer to the Council.

2.3. Where the Council notifies the Developer pursuant to paragraph 2.1 above that it requires the Highway Contribution to be paid by the Developer or is deemed to have required the Highway Contribution to be paid by the Developer, the Developer shall not Occupy or permit Occupation of more than 47 Residential Units until the Highway Contribution has been paid to the Council.

2.4. Where the Council notifies the Developer pursuant to paragraph 2.1 above that it requires the Highway Works to be constructed and provided by the Developer pursuant to a Section 278 Agreement, the Developer (acting in good faith) shall thereafter co-operate with the County Council and National Highways (together with any other competent authorities having jurisdiction over the construction and provision of the Highway Works) to agree the final details of the Highway Works and to negotiate, agree and complete a Section 278 Agreement and shall not Occupy or permit Occupation of more than 47 Residential Units until a Section 278 Agreement has been completed.

2.5. If the final details of the Highway Works have not been agreed and/or the Section 278 Agreement has not been completed by the date falling two years from the date of service of the notice referred to paragraph 2.1 above (in respect of which time shall be of the essence) the Developer may give the Council notice under paragraph 2.6 below.

2.6. The notice referred to in paragraph 2.5 is that the Developer elects to pay the Highway Contribution to the Council in lieu of its obligation to construct and provide

the Highway Works pursuant to a Section 278 Agreement under paragraph 2.4 above (an "Election Notice").

2.7. On giving an Election Notice:

2.7.1. the Developer's obligations under paragraph 2.4 shall cease and determine absolutely; and

2.7.2. the Developer shall not Occupy or permit Occupation of more than 47 Residential Units until the Highway Contribution has been paid to the Council.

3. **Travel Plan**

3.1. The Developer shall as soon as reasonably practicable after the date of this Undertaking submit its proposed full and final travel plan to the County Council for approval.

3.2. The final and full form travel plan shall be based upon the principles of the Draft Travel Plan.

3.3. The Developer (acting in good faith) shall co-operate and comply with the reasonable requirements of the County Council in seeking to agree and conclude the full and final travel plan and in any event Implementation shall not take place until the full and final travel plan is approved by the County Council.

3.4. Once the full and final travel plan is approved by the County Council such full and final travel plan shall be the "Travel Plan" for the purposes of this Undertaking.

3.5. The Developer shall pay the Travel Plan Monitoring Fee to the County Council prior to first Occupation.

Part F: A27 Works

1. Definitions

In this Part of Schedule 1 unless the context otherwise requires the following terms shall have the following meanings:

A27 Contribution	means the sum of £355,000 (three hundred and fifty-five thousand pounds) (Indexed) to be paid by the Developer to the Council on behalf of National Highways to carry out the necessary junction improvements to the A27 Fontwell West and/or East Roundabouts works and/or to the general improvement of the A27 within the District of Arun;
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A27 Works	means A27 Fontwell East junction improvement works as detailed in principle and which shall take place in general accordance with one or other of the following two plans copies of which annexed at Appendix 4:
-----------	--

- (a) Pell Frischmann drawing no. 106201-SK001 'A27/A29 Fontwell Eastern Roundabout Signalisation Proposed Layout Option 1'
- (b) Pell Frischmann drawing no. 106201-SK002 'A27/A29 Fontwell Eastern Roundabout Signalisation Proposed Layout Option 2'

Section 278 Agreement means an agreement under section 278 of the Highways Act 1980 to secure the A27 Works.

2. Permission and A27 Works

- 2.1. It is envisaged that the subject matter of the construction and provision of the A27 Works may be secured pursuant to a condition of the Permission and in the event that the Permission contains such a condition:
 - 2.1.1. the provisions of the condition of the Permission shall take precedence over the provisions of this Part F of Schedule 1; and
 - 2.1.2. the obligations on the part of the Developer in this Part F of Schedule 1 shall cease and determine absolutely.

3. A27 Contribution and A27 Works

- 3.1. Prior to Implementation the Developer shall serve notice on the Council to request notification from the Council as to whether the Council requires:
 - 3.1.1. the A27 Works to be constructed and provided by the Developer pursuant to a Section 278 Agreement; or
 - 3.1.2. the A27 Contribution to be paid by the Developer to the Council.
- 3.2. Where the Council's notification is requested under paragraph 3.1 above and the Council has not notified its requirement to the Developer within 56 days after the date of receipt of the request, the Council shall be deemed to have required the A27 Contribution to be paid by the Developer to the Council.
- 3.3. Where the Council notifies the Developer pursuant to paragraph 3.1 above that it requires the A27 Contribution to be paid by the Developer to the Council or is deemed to have required the A27 Contribution to be paid by the Developer to the Council, the Developer shall not Occupy or permit Occupation of more than 130 Residential Units until the A27 Contribution has been paid to the Council.
- 3.4. Where the Council notifies the Developer pursuant to paragraph 3.1 above that it requires the A27 Works to be constructed and provided by the Developer pursuant to a Section 278 Agreement, the Developer (acting in good faith) shall thereafter co-operate with the County Council and National Highways (together with any other competent authorities having jurisdiction over the construction and provision of the A27 Works) to negotiate, agree and complete a Section 278 Agreement PROVIDED THAT it is hereby acknowledged by the Developer that it shall not be unreasonable for the Council and/or National Highways to require a provision within

the Section 278 Agreement requiring the A27 Works to be completed and be open to traffic by the date falling 6 months after the date of the Section 278 Agreement provided that the Section 278 Agreement incorporates provisos (mutatis mutandis) to the effect that such date shall be extended by such further period of time as shall in all the circumstances be reasonable if any delay shall be caused by:-

- 3.4.1. force majeure;
- 3.4.2. any circumstances beyond the Developer's control;
- 3.4.3. anything which would entitle a contractor to an extension of time under its building contract (except to the extent arising from the Developer's default);
- 3.4.4. the termination of a contractor's employment under, or the termination of any building contract (except to the extent arising from the Developer's default); or
- 3.4.5. any act, default or omission of National Highways or its agents, employees or contractors or anyone acting on its or behalf,

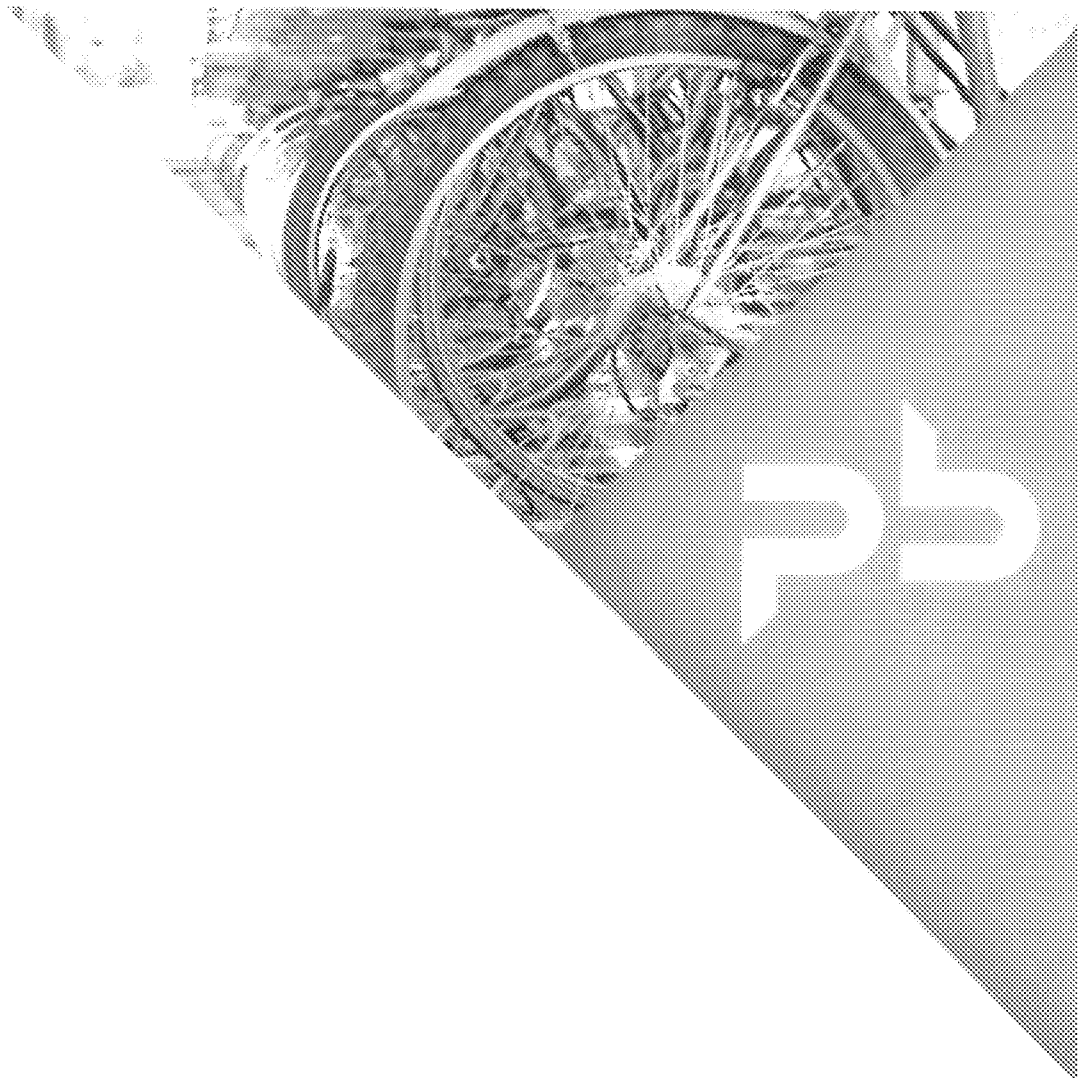
all such extensions to run either consecutively or concurrently as may be reasonable in the circumstances.

- 3.5. If the Section 278 Agreement has not been completed by the date falling two years from the date of service of the notice referred to paragraph 3.1 above (in respect of which time shall be of the essence) the Developer may give the Council notice under paragraph 3.6 below.
- 3.6. The notice referred to in paragraph 3.5 is that the Developer elects to pay the A27 Contribution to the Council in lieu of its obligation to construct and provide the A27 Works pursuant to a Section 278 Agreement under paragraph 3.4 above (an "Election Notice").
- 3.7. On giving an Election Notice:
 - 3.7.1. the Developer's obligations under paragraph 3.4 shall cease and determine absolutely; and
 - 3.7.2. the Developer shall pay the A27 Contribution to the Council within 28 days of the date of the Election Notice.

APPENDIX 1

Phasing Plan

APPENDIX 2
Draft Travel Plan



LAND WEST OF TYE LANE, WALBERTON

TRAVEL PLAN

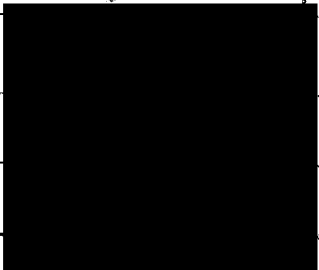
December 2020

David Wilson Homes

RESIDENTIAL DEVELOPMENT
LAND WEST OF TYE LANE
WALBERTON

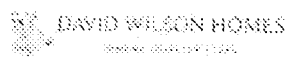
TRAVEL PLAN

CONTROLLED DOCUMENT

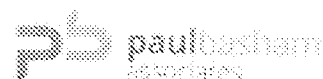
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Rev.	Date	By	Summary of Changes	Chkd	Aprvd
2	10.09.20	SB	Client Comments	MS	MS
3	16.12.20	SB	Inclusion of WSCC Comments	MS	MS

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RESIDENTIAL DEVELOPMENT
LAND WEST OF TYE LANE
WALBERTON

TRAVEL PLAN

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1. INTRODUCTION

- 1.1 This Travel Plan (TP) has been prepared by Paul Basham Associates on behalf of David Wilson Homes to support an outline planning application for up to 155 dwellings at Land West of Tye Lane, Walberton. The site location is outlined in **Figure 1**.



Figure 1: Approximate Site Location

- 1.2 A Transport Assessment (TA) and Walking, Cycling and Horse-Riding Assessment and Review (WCHAR) have also been prepared by Paul Basham Associates in support of the application.
- 1.3 An 'Outline application with all matters reserved, other than means of access, for the construction of up to 155 no. dwellings' (application reference: WA/68/20/OUT) was submitted in October 2020, for which West Sussex County Council (WSCC) highways officers provided a response in relation to the TP. As such, this report has been amended to include the comments raised, which specifically relate to the following:
- A target reduction of 10% against 12-hour weekday vehicle trips should be included;
 - The inclusion of TRICS SAM surveys to form part of the monitoring strategy;
 - Additional information regarding the Financial incentive to be offered to each household; and
 - A section on enforcement and remedial measures to be included.

Travel Plan Principles

- 1.4 A TP is a strategy for managing travel demand to a development site by meeting the travel needs of its users, reducing the impacts of car travel, supporting a reduced need to travel and an increase in sustainable travel where appropriate and possible.
- 1.5 This TP supports access to a full range of local facilities and activities for future site users, whilst encouraging good design principles and working with the local community. The TP contains both physical and behavioural measures to increase travel choices and reduce reliance on single-occupancy car travel.

Travel Plan Objectives

- 1.6 This TP aims to reduce the impact of the development's travel demands through raising awareness of and promoting more sustainable travel practices. The TP has been written to support the following objectives:
- Mitigate the impact of the development on the local road network by reducing single occupancy car trips;
 - To promote car sharing, walking, cycling and public transport as safe, efficient and affordable alternatives to private cars and highlight the health and environmental benefits of using sustainable travel modes;
 - Encourage the use of local facilities/services;
 - Promote initiatives that reduce the need to travel; and
 - Promote healthy lifestyles and create a sustainable community;

Travel Plan Benefits

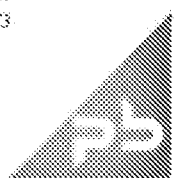
- 1.7 The preparation and delivery of a successful TP, combined with a package of suitable infrastructure measures, will deliver a number of benefits for both future residents and the existing local community and surrounding environment. For residents, these benefits include:
- Improved health and fitness through increased levels of walking and cycling;
 - Increased travel flexibility offered through wider travel choices;
 - The social aspects of sharing transport with others; and
 - A better environment within the site and surrounding areas as a result of reduced vehicular movements and parking pressures.



- 1.8 The implementation of the TP will lessen the impact of the development on the environment in terms of reducing congestion, noise and atmospheric pollution created by vehicle trips to and from the site. This will contribute to both local air quality management and national climate change reduction targets.

Travel Plan Structure

- 1.9 The remainder of this TP adheres to the following structure:
- Chapter 2: Travel Plan Policy
 - Chapter 3: Existing Conditions and Site Accessibility
 - Chapter 4: Proposed Development
 - Chapter 5: Indicative Baseline and Target Travel Patterns
 - Chapter 6: Travel Plan Strategy
 - Chapter 7: Marketing and Communications
 - Chapter 8: Implementation and Monitoring
 - Chapter 9: Summary and Conclusions



2 TRAVEL PLAN POLICY

2.1 The objectives of this TP have been designed to work alongside those set at national, regional and local levels. For reference these objectives particularly relate to:

- National Planning Policy Framework (NPPF);
- West Sussex Transport Plan (LTP3) (2011-2026);
- West Sussex County Council's Walking and Cycling Strategy (2016 – 2026);
- Arun District Local Plan (2011 – 2031);
- Arun Housing and Economic Land Availability Assessment (2019); and
- Waiberton Neighbourhood Development Plan (2015 – 2035)

National Planning Policy Framework (NPPF)

2.2 The NPPF acts as the central guidance for development planning and replaces national planning policy guidance including Planning Policy Guidance 13 (PPG13): Transport. As defined in the NPPF's Annex 2: Glossary, a Travel Plan is '*a long term management strategy for an organisation or site that seeks to deliver sustainable transport objectives and is regularly reviewed*' and is a requirement for developments which generate a significant amount of movement. The following NPPF paragraphs are relevant to the Travel Plan:

Planning policies and decisions should recognise that sites to meet local business and community needs in rural areas may have to be found adjacent to or beyond existing settlements, and in locations that are not well served by public transport. In these circumstances it will be important to ensure that development is sensitive to its surroundings, does not have an unacceptable impact on local roads and exploits any opportunities to make a location more sustainable (for example by improving the scope for access on foot, by cycling or by public transport). The use of previously developed land, and sites that are physically well-related to existing settlements, should be encouraged where suitable opportunities exist.

(NPPF Para.84)

Transport issues should be considered from the earliest stages of plan-making and development proposals, so that:

- The potential impacts of development on transport networks can be addressed;*
- Opportunities from existing or proposed transport infrastructure, and changing transport technology and usage, are realised – for example in relation to the scale, location or density of development that can be accommodated;*
- Opportunities to promote walking, cycling and public transport use are identified and pursued;*
- The environmental impacts of traffic and transport infrastructure can be identified, assessed and taken into account – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains; and*
- Patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places.*

(NPPF Para.102)

The planning system should actively manage patterns of growth in support these objectives. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes. This can help to reduce congestions and emissions and improve air quality and public health. However, opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and this should be taken into account in both plan-making and decision-making.

(NPPF Para.103)

Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe. (NPPF Para. 109)

All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed. (NPPF Para. 111)

Planning policies and decisions should sustain and contribute towards compliance with relevant limit values or national objectives for pollutants, taking into account the presence of Air Quality Management Areas and Clean Air Zones, and the cumulative impacts from individual sites in local areas. Opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement. So far as possible these opportunities should be considered at the plan-making stage, to ensure a strategic approach and limit the need for issues to be reconsidered when determining individual applications. Planning decisions should ensure that any new development in Air Quality Management Areas and Clean Air Zones is consistent with the local air quality action plan (NPPF Para.181)

Regional Planning Policy

West Sussex County Council's Local Transport Plan (LTP3) (2011 – 2026)

- 2.3 The West Sussex Transport Plan 2011-26 (LTP3) sets the strategy for guiding investment in highways and transport infrastructure and sets a framework for considering transport infrastructure requirements associated with future development.
- 2.4 The overall vision of LTP3 is, "to achieve efficient, safe and less congested transport networks, which contribute towards:
- A more competitive and thriving economy
 - Reductions in emissions
 - Improved access to services
 - Jobs and housing, especially for those in need
 - Improved quality of life for all those who live and work within our beautiful and unique County."
- 2.5 For the Arun district specifically, the implementation plan (section 2.2.1) comprises:
- Increasing use of sustainable modes of transport
 - Improving network efficiency in order to improve journey times and air quality
 - Improving safety for all road users
 - Discouraging HGVs from using unsuitable roads
 - Improving accessibility between communities within the District."



West Sussex County Council's Walking and Cycling Strategy (2016 – 2026)

- 2.6 The strategy outlines the design and safety principles for walking and cycling that the County Council will follow, and developers will be expected to follow when implementing infrastructure schemes. It also provides a mechanism by which schemes can be identified and prioritised, enabling the council to direct future investment.
- 2.7 A number of schemes have been identified in the vicinity of the proposed site, which are considered further later in this report.

Local Planning Policy

Arun District Local Plan (2011 – 2031)

- 2.8 The Arun District Local Plan was adopted in July 2018 and sets out the spatial vision, objectives and a sustainable strategy for delivering the needed growth of the district over the period 2011 – 2031. The purpose of the Local Plan is to encourage sustainable development and manage future growth whilst ensuring that change across the district is appropriate to meet local need.
- 2.9 Chapter 15 of the Local Plan sets out strategic objectives specifically for Transport in Arun. Those relevant to this TP are outlined below:
- Reduce the need to travel and promote sustainable forms of transport;
 - Plan for climate change and work in harmony with the environment to conserve natural resources and increase biodiversity;
 - Promote strong, well-integrated and cohesive communities, through the promotion of healthy lifestyles, provision of good quality accessible community facilities and a safe environment, which delivers an enhanced quality of life to all.
- 2.10 Policy T SP1 'Transport and Development' also states that the council will support transport and development which:
- Is designed to reduce the need to travel by car by identifying opportunities to improve access to public transport services;
 - Gives priority to pedestrian and cycle movements;
 - Incorporates appropriate levels of parking in line with WSCC guidance; and
 - Is supported by an effective and deliverable Transport Assessment which demonstrates that the transport effects of development on the local and strategic road network can be satisfactorily mitigated and a Travel Plan which is effective and deliverable.

- 2.11 Policy T DM1 'Sustainable Travel and Public Rights of Way' also states that *'New developments must ensure ease of movement, prioritising safe pedestrian and cycle access to the green infrastructure network and access to public transport and community transport services where a need has been identified. Access to alternative modes of transport including public transport services, the public right of way and cycle networks, must be available and accessible to all members of the community'*.

Arun Housing and Economic Land Availability Assessment (2019)

- 2.12 The Housing and Economic Land Availability Assessments (HELAA) provides background evidence on the potential availability of sites (but does not set policy or specifically allocate land).
- 2.13 Site reference 17WA1 relates to the area of the proposed development site, as land north of North Pound and west of Tye Lane. Following a successful 'Call for sites' in 2017, the site has been listed as a 'deliverable' site and is recognised as having future potential for residential development due to *"its accessibility to facilities, job opportunities and public transport, and because there are no insurmountable constraints."*
- 2.14 The site has been identified as suitable for the promotion of approximately 146 dwellings within this document.

Walberton Neighbourhood Development Plan (2015 – 2035)

- 2.15 The Walberton Neighbourhood Development Plan has been implemented to not only give local people a say as to what goes on in their villages and towns, but it also sets out important guidance. The aims of the Plan are:

- "Locate the new development and extend the choice and quality of housing
- Help improve safe connections to local amenities and to the SDNP
- Improve safe access to the Parish's open spaces
- Improve availability of other community amenities, such as public transport and health services
- Enhance the character and image of the Parish
- Identify steps to an environmentally, socially, and economically sustainable future"

- 2.16 The Plan also sets out a number of transport aims which are listed below:

- "Provide more sustainable transport links
- Endeavour to solve current congestion and "rat running" problems
- Address parking issues
- Avoid increasing access by HGVs

- 2.17 Policy GA2, Footpath Bridleway and Cycle Path Network, states that *"Support will be given to proposals that improve and extend the existing footpath, bridleway and cycle path network, allowing easier and safer safe access to the local amenities and services, to green spaces, to any new housing and to the open countryside. The loss of existing footpaths, bridleways and cycle paths will be resisted."*
- 2.18 Policy GAS, Traffic Management, states that *"Proposals that significantly increase the level of traffic within the villages will be resisted particularly in the case of HGV movements."*



3. EXISTING CONDITIONS AND SITE ACCESSIBILITY

- 3.1 The development site, located on the north-western side of the village of Walberton, is approximately 14km east of Chichester and 6km west of Arundel. Located on greenfield land to the west of Tye Lane and north of the existing residential areas off The Street, the site is very well situated in relation to the facilities available in the village and for access to the A27. The site and its surroundings are demonstrated in **Figure 2**.



Figure 2: Local Site Surroundings

Local Road Network

- 3.2 Tye Lane is an unclassified, single carriageway road which runs north to south from the A27 Arundel Road to The Street, and therefore serves as a key route within the local area. Tye Lane has varying widths of between 4.8m and 6m, with the width outside the site frontage measuring approximately 5m. The road is subject to a 60mph speed limit outside the site frontage and up to the junction with the A27. To the south, Tye Lane is subject to a 30mph speed limit for the first 100m from the junction with The Street.
- 3.3 Tye Lane connects to The Street via a T-junction approximately 200m south of the proposed site access. The Street, which runs east to west from Yapton Lane to West Walberton Lane where it continues as Barnham Lane, provides the main vehicular route between the site and the local facilities and amenities within the village centre. The street is subject to a 30mph speed limit and is typical of a local village route, with on street parking prevalent for its duration.

- 3.4 In the wider vicinity, the site is situated approximately 500m south of the A27 which provides a direct route between Portsmouth and Chichester to the west to Eastbourne to the east. The section of the A27 near the development site provides a link to the A29 to the west. In addition, the B2132 and A284 are accessible to the east, albeit with access to the A284 from turning left out of Tye Lane and doubling back along the A27.
- 3.5 The A29 provides access north to Pulborough and Billingshurst and links to the A272. The A284 provides a link between the A29 and the A27.

Local Accessibility

- 3.6 The application site access is approximately 500m from the village centre. The site's proximity to existing local amenities, pedestrian, cycle, public transport and equestrian networks, presents a good opportunity to encourage the use of sustainable transport and create a sustainable development.
- 3.7 A summary of the local facilities and amenities in the vicinity of the site and their associated walking/cycling distances measured from the site access is shown in **Table 1** and illustrated in an 'Accessibility Map' included in **Appendix A**.

Amenity/Facility	Distance from Site Access	Walking Time (minutes)	Cycle Time (minutes)
Walberton Baptist Church	210m	3	1
Bus Stop	220m	3	1
The William Booker Yard (Industrial Units)	280m	4	1
Holly Tree Pub	350m	5	2
Walberton Play Centre	400m	5	2
Walberton and Binsted Primary School	450m	6	2
Walberton Village Hall	450m	6	2
Walberton Newsagent	550m	7	3
Walberton Post Office	550m	7	3
Walberton Dental Practice	550m	7	3
Hintcroft Surgery	550m	7	3
Walberton Cricket Ground	700m	9	3
Littlewoods Nursery	1.3km	20	5
Walberton Golf Club	1.6km	20	6

Table 1: Local Amenities and Services

- 3.8 The Chartered Institution of Highways and Transportation (CIHT) outlines guidance for 'Providing for Journeys on Foot' (2000), which identified desirable, acceptable and preferred maximum walking distances for local amenities, as outlined in **Table 2**.

	Local Centre (m)	Commuting/Sight-seeing (m)	Elsewhere (m)
Desirable	200	500	400
Acceptable	400	1000	800
Preferred Maximum	800	2000	1200

Table 2: CIHT Guidance for Providing for Journeys on Foot (2000)

- 3.9 **Table 2** demonstrates that there are numerous facilities within close proximity which are within the desirable (bus stops, school, sports pitches, industrial estate), acceptable (doctors and dental practices) and the preferred maximum (local centre) walking distances for journeys on foot. This therefore highlights that there are realistic opportunities to promote and encourage sustainable travel for local journeys, particularly to school and to the local centre.

Pedestrian Network

Tye Lane

- 3.10 A footway flanks the western side of Tye Lane for approximately 10m from the junction with The Street, before this terminates, and pedestrians walk within the carriageway. In the immediate vicinity of the site, there is no pedestrian infrastructure and therefore opportunities to both encourage walking from the site on Tye Lane and through alternative arrangements are explored later in this report as well as within both the TA and WCHAR. The existing pedestrian infrastructure on Tye Lane is demonstrated in **Photograph 1**.



Photograph 1: Tye Lane Footway

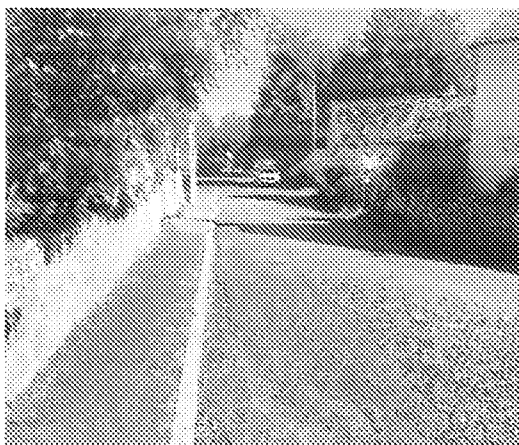
The Street

- 3.11 Tye Lane connects to The Street approximately 200m south of the proposed site. At this junction, The Street benefits from pedestrian footways on both sides of the carriageway which measure approximately 1.5m in width. Dropped kerbs are provided across Tye Lane to facilitate the safe and continuous movement of pedestrians in this area. The pedestrian infrastructure at this junction is demonstrated in **Photograph 2**.

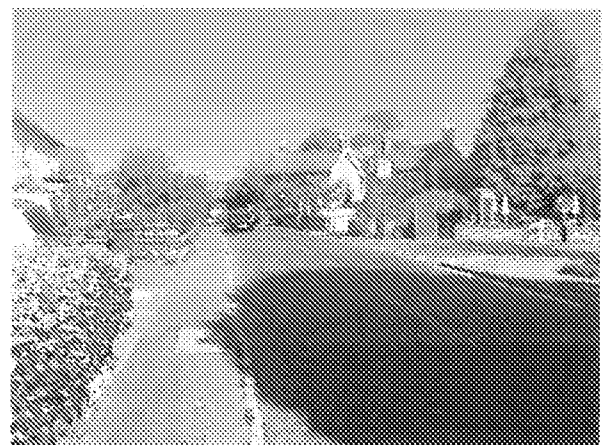


Photograph 2: Tye Lane/The Street Junction

- 3.12 The Street provides the key pedestrian route through the village and towards the facilities and amenities. The Street is supported by a continuous pedestrian footway on the southern side of the carriageway, with northern footways provided intermittently. Dropped kerbs and tactile paving are provided where appropriate throughout the village, again ensuring a safe and continuous route for all non-motorised users in the area. The pedestrian infrastructure along The Street is demonstrated in **Photographs 3 and 4**.



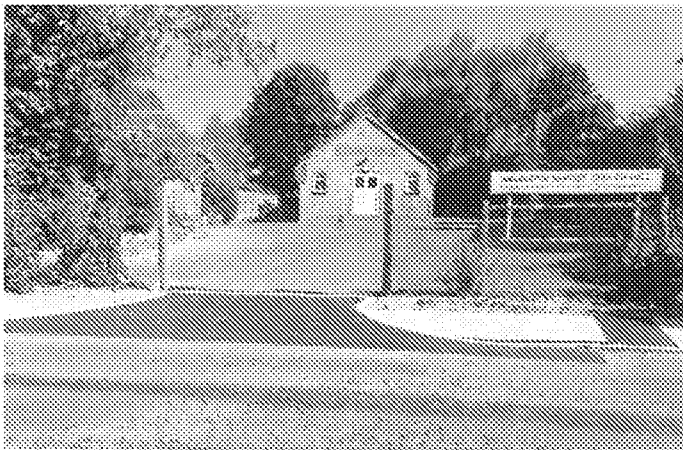
Photograph 3: The Street Footway



Photograph 4: The Street Pedestrian Infrastructure

Route to School

- 3.13 The Street provides the main pedestrian route to the local school (Walberton and Binsted Primary School). A continuous route between the site and the school is provided, albeit with pedestrians required to cross The Street at several points to ensure that they can walk on a footway. It is important to note that given the nature of the village, pedestrians and cyclists are already utilising the carriageway with vehicle speeds and volumes relatively low.
- 3.14 The Street benefits from a footway on the northern side for approximately 50m east of Tye Lane before it terminates at the bus stop. A new dropped kerb and tactile paving crossing has been implemented outside the Baptist Church in this location which provides a safe route to the bus stop for all non-motorised users, as demonstrated in **Photographs 5 and 6**.

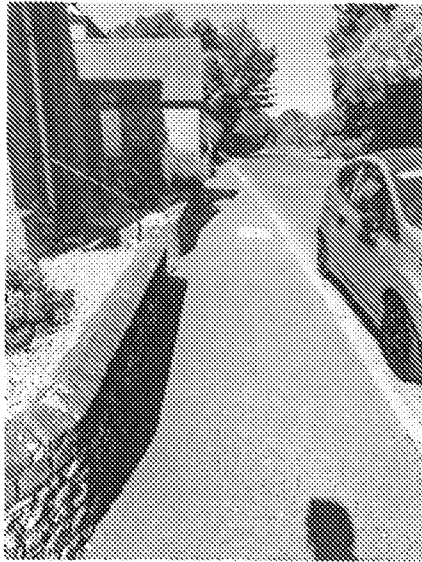


Photograph 5: Crossing Facility Outside Baptist Church



Photograph 6: Termination of Footway at Bus Stop

- 3.15 Prior to the Baptist Church, there is an opportunity to cross pedestrians onto the southern footway, with a new dropped kerb crossing that can be provided as part of the proposed development. The detail of this crossing is included within the TA.
- 3.16 Once pedestrians have crossed the carriageway and onto the southern footway, the remainder of the route to school can be taken from this footway, before crossing back onto the northern side at school. The footway is a minimum of 1.5m in width and is provided with dropped kerbs and flush crossings where appropriate. The conditions along The Street towards the school are demonstrated in **Photographs 7 and 8**.



Photograph 7: Southern Footway on The Street



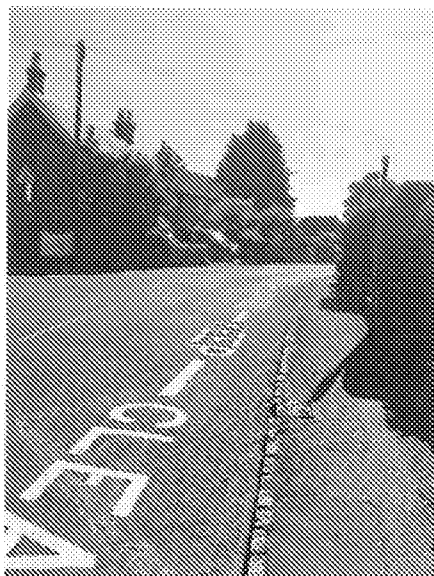
Photograph 8: Southern Footway on The Street

- 3.17 A new dropped kerb crossing facility is provided at the junction with the William Booker Yard as demonstrated in **Photograph 9**.

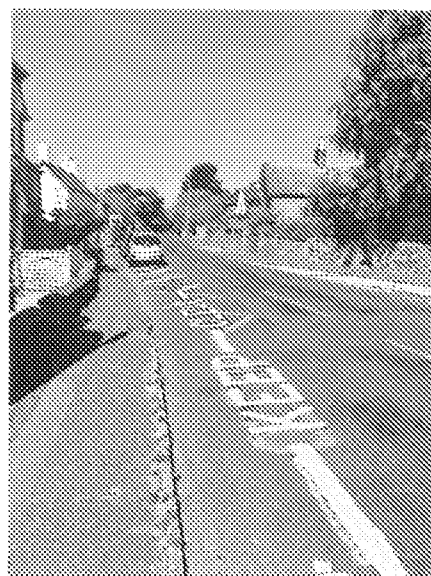


Photograph 9: Crossing facility at The Street/William Booker Yard Junction

- 3.18 Approximately 40m east of the William Booker Yard junction, students would need to cross the carriageway in order to enter the school premises. **Photographs 10 and 11** demonstrate the visibility from the southern footway at this location, enabling a safe route across The Street and into the school grounds.



Photograph 10: Primary Direction Visibility



Photograph 11: Secondary Direction Visibility

- 3.19 The route identified between the site and the primary school ensures that a safe and continuous route is provided for all non-motorised site users. The implementation of a new crossing facility will ensure that pedestrians don't need to walk within the carriageway (something that is common in the area already however), and therefore enhancing pedestrian safety in this area and on the route to both school and to the village centre.

Wider Pedestrian Network

- 3.20 A number of Public Rights of Way (PROW) have also been identified within the vicinity of the site, with footpath no.332 providing an alternative route between the site and the village centre. The location of the local PROW's is demonstrated in **Figure 3**.

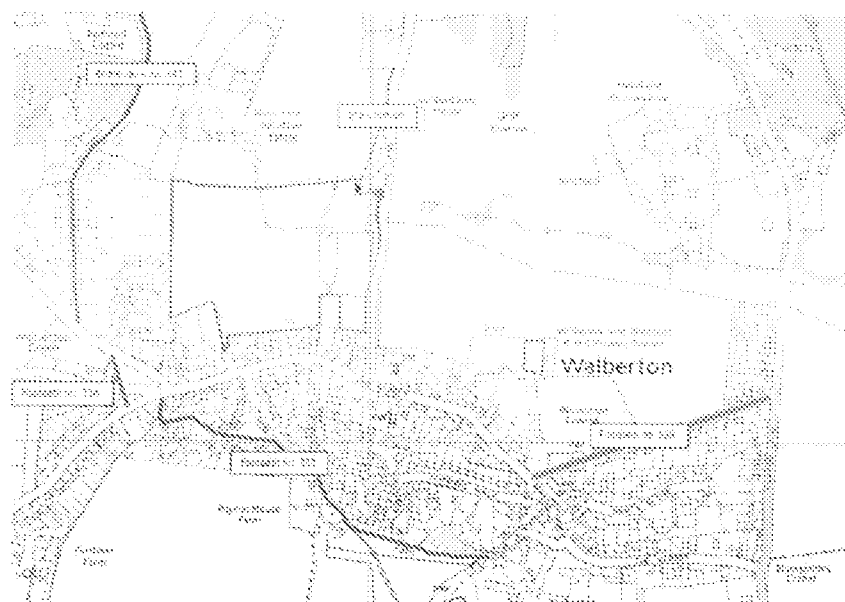


Figure 3: PROW Map (Source: WSCC)

- 3.21 Footpath no.333 provides a route between the local shops and facilities on The Street and is situated approximately 550m east of the proposed site. As the new Linden Homes development (application reference: WA/95/18/RES) will provide a connection onto Tye Lane, the proposed development site users will most likely utilise the route through the Linden scheme to access Yapton Lane and therefore it is not anticipated that many residents associated with proposed development will use footpath no.333.
- 3.22 Bridleway no. 392 is located to the west of the proposed development site and provides a route between the A27 (and beyond) to the north to Copse Lane to the south. The Bridleway is available for use by pedestrians and equestrians for approximately 350m as it also provides access to a number of residential properties.

Cycle Network

- 3.23 There are currently no formal off-road cycle networks in the vicinity of the site, however, it is common for cyclists to cycle within the carriageway in and around the village. This is promoted using signage on the key cycle routes to make drivers aware and to help reduce vehicle speeds. The existing cycle infrastructure in the vicinity of the site area is demonstrated in **Photographs 12 and 13**.



Photograph 12: Cycle Routes



Photograph 13: Cycle Signage

- 3.24 As part of the West Sussex Walking and Cycling Strategy (2016 - 2026) a number of routes in the vicinity of the site were suggested and identified as potential improvement schemes. These include enhancing the links between Walberton and nearby villages of Barriham and Fontwell as well as Arundel. The location of the improvement schemes in relation to the proposed site is demonstrated in **Figure 4**.

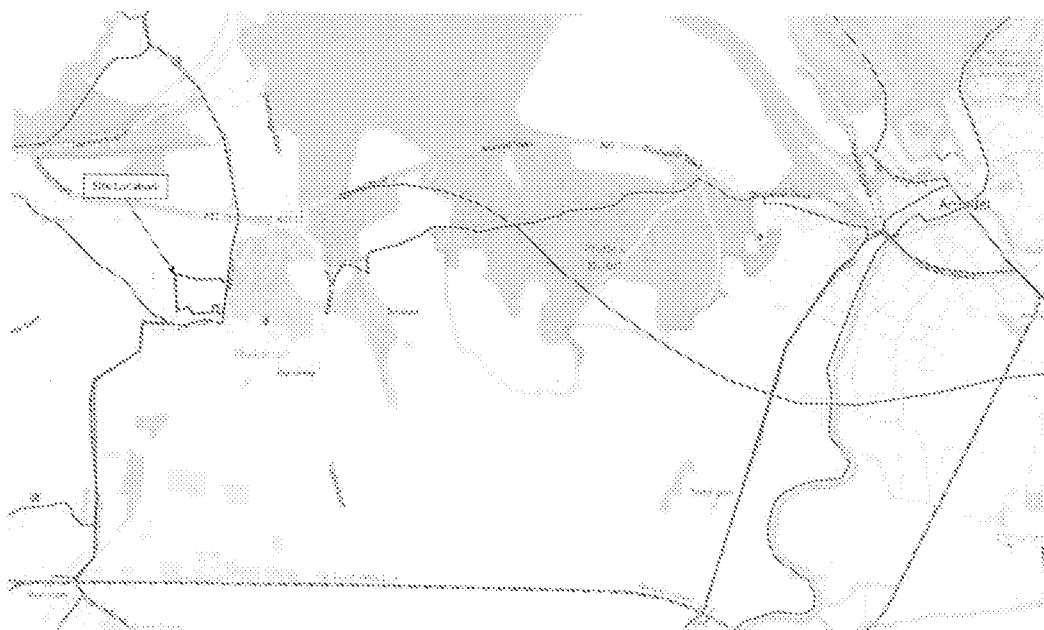


Figure 4: WSCC Cycle Improvement Schemes 2016 - 2026 (Source: WSCC)

Public Transport

- 3.25 The closest bus stops to the site are situated on The Street. The eastbound bus stop is approximately 50m from the Tye Lane/The Street junction, with the westbound stop located approximately 70m from the junction. Both bus stops comprise a single pole and timetable. The services available from these bus stops are summarised in **Table 3**.

Service Number	Route	Frequency		
		Monday – Friday	Saturday	Sunday
85	Arundel – Walberton – Fontwell – Chichester	0808, 1208, 1608	No Service	No Service
85A	Arundel – Walberton – Barnham – Chichester	1008, 1408	No Service	No Service
56A (The Old Vicarage)	Bognor Regis – Barnham – Yapton – Walberton – Bognor Regis	0742, 1051, 1519, 1814	1051, 1519, 1814	No Service
56C	Bognor Regis – Barnham – Walberton – Yapton – Bognor Regis	0843, 1302, 1701	0843, 1302, 1701	No Service

Table 3: Local Bus Services

- 3.26 The bus services available present an opportunity to encourage bus travel by residents to local destinations, with journeys to Arundel taking approximately 15 minutes, journeys to Bognor Regis taking 40 minutes and journeys to Chichester taking approximately 30 minutes.

- 3.27 Barnham Station is located approximately 2.4km from the site and is accessible via cycle or bus. Bus service no. 66 presents an opportunity to encourage a bus-train-bus commuter journey, with bus journeys to the station taking 15 minutes.
- 3.28 Barnham Station is served by Southern Rail, with direct trains to destinations including Bognor Regis, Littlehampton, Brighton, Chichester, Portsmouth, Southampton and London. Journeys to Bognor Regis take approximately 7 minutes, journeys to Chichester take approximately 7 minutes and journeys to London take approximately 90 minutes.

Key Travel Resources

- 3.29 Sustainable travel opportunities are supported locally. **Table 4** provides a summary of key resources that would be available to future residents and visitors.

Resource	Description	Details
Living Streets	National organisation for supporting pedestrians	www.livingstreets.org.uk
Fix My Transport	Online facility for resolving local transport infrastructure problems	www.fixmytransport.com
Sustrans	The national sustainable transport charity	www.sustrans.org.uk
West Sussex Cycle Planner	Online cycle journey planner	http://cyclejourneyplanner.westsussex.gov.uk/
Traveline	Online travel journey planner	www.traveline.info
West Sussex Travelwise	West Sussex Travel information Website	http://www.westsussex.gov.uk/roads-and-travel/travel-and-public-transport/travelwise-sustainable-transport/

Table 4: Key Travel Resources

Summary

- 3.30 To summarise, the site is located on the eastern side of Tye Lane and within 500m of the village centre. The location of the site presents a good opportunity to encourage sustainable travel options for local journeys (specifically to school and the village centre), with the opportunity to travel by bus and train providing realistic alternatives to the private car for destinations further afield.

A PROPOSED DEVELOPMENT

- 4.1 The proposed development would consist of up to 155 dwellings with associated car parking. It is anticipated that a proportion of the dwellings would be provided as affordable housing. Whilst the accommodation schedule is unknown at this stage, it is anticipated that a mixture of 1 – 5-bedroom properties will be provided.

Car Parking

- 4.2 Car parking will be provided in accordance with WSCC Guidance on Parking at New Developments (June 2020) which identified Walberton as forming part of Zone 1. The parking standards for Zone 1 are summarised in **Table 5**.

Number of Bedrooms	Number of Habitable Rooms	PZ1 (spaces per dwelling)
1	1 to 3	1.5
2	4	1.7
3	5 to 6	2.2
4+	7 or more	2.7

Table 5: WSCC Car Parking Standards

- 4.3 Car parking will be wholly contained on site to ensure that no overspill is placed on the local road network. The parking provided will ensure that an overprovision is not provided which would discourage the use of sustainable travel modes.
- 4.4 All parking spaces would measure 2.4m x 4.8m in accordance with Manual for Streets (MfS) design guidance with a 6m aisle width where appropriate. Where garages are provided, internal measurements of 3m x 6m will be provided in accordance with MfS design guidance. For parallel parking bays, the spaces will measure a minimum of 2.4m x 6m.
- 4.5 Visitor parking will also be provided in accordance with the guidance. National research suggests that *'no special provision should be made for visitors where at least half of the parking provision associated with the development is unallocated. In all other circumstances it may be appropriate to allow for additional demand for visitor parking of 0.2 spaces per dwelling'*.
- 4.5 A minimum of 20% of all parking spaces will be provided as active charging points and will therefore be suitable for electric vehicles.

Cycle Parking

- 4.7 Cycle parking will also be provided in accordance with the standards which are summarised in **Table 6**.

Type	Dwelling Size	Cycle Provision (per unit)
Houses	1 & 2 Bed	1 space
	3+ Bed	2 spaces
	Multiple Occupation	1 space
Flats	1 & 2 Bed	0.5 spaces (if communal storage otherwise same as 1 & 2 Bed house)
	3+ Bed	1 space

Table 6: WSCC Cycle Parking Standards

- 4.8 For every house provided with a garage, the dimensions of the garage are at least 3m x 6m to accommodate the cycle parking requirements. All other houses would be provided with a secure shed within the rear garden of the property, with direct access to the rear garden either via a side gate or rear gate. Any flats or maisonettes on the development will be provided with secure cycle stores.

Access Strategy

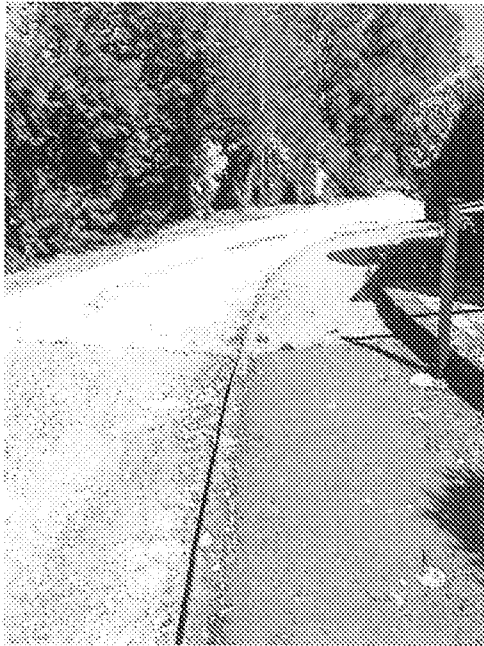
- 4.9 The proposed site would be served by a single vehicular access onto Tye Lane. The type of vehicular access required has been established using the likely trip generation for the site and the observed conditions whilst on site.
- 4.10 The access would be provided in the form of a bellmouth arrangement. The access road would measure 6m in width and would be supported by 6m corner radii. This access design ensures that two vehicles can pass simultaneously when turning in and out of the access. The access design is further discussed within the TA.

Pedestrian Access

- 4.11 Given the lack of infrastructure along Tye Lane, a suitable alternative pedestrian route has been assessed. It is noted that as part of the pre-application discussions, North Pound was to be considered however this is not within highways ownership.
- 4.12 A second option through Field Close has been assessed, which is located in the south western corner of the site boundary. Whilst it is noted that the pre-application comments suggested that a route in this area is not favourable given the additional distance to the local facilities and amenities, the landowner has right of access through this route and therefore a safe alternative to Tye Lane can be provided.



- 4.13 Field Close is situated in the south-western corner of the proposed site, and currently provides access to 3 dwellings. The existing condition are demonstrated in **Photographs 14** and **15**.

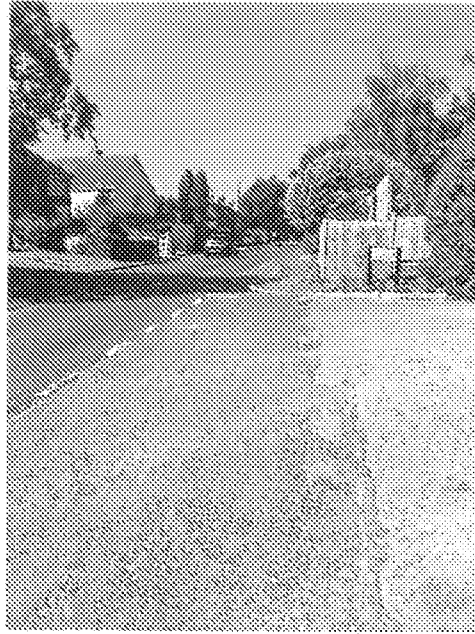


Photograph 14: Field Close Conditions



Photograph 15: Field Close connection to Site

- 4.14 Field Lane joins The Street via a priority junction approximately 50m south of the proposed pedestrian site access. An existing footway is provided on the northern side of The Street in this location which ensures a safe and continuous route is provided between the site and Tye Lane (where the route then becomes the same as previously identified for the route to school). Visibility from this junction is good (as demonstrated in **Photograph 16**) and therefore provides an opportunity for residents to cross onto the southern footway.



Photograph 16: Field Close Visibility

- 4.15 To the south of Field Close, Pound Road provides access to public footpath no. 332 which connects The Street to Church Lane. This provides an alternative route for pedestrians between the site and the village centre amenities. The footpath route is of a good condition for its duration, however additional advisory signage would be beneficial to illustrate the route to the village centre specifically on Pound Road and upon entrance to the fields (as two paths emerge). The footpath route is demonstrated in **Photographs 17 to 20**.



Photograph 17: Signage on Homefield Crescent



Photograph 18: Footpath on Pound Road



Photograph 19: Footpath route towards Church Lane



Photograph 20: Footpath Signage

Offsite Highways Improvements

- 4.16 Through the WCHAR which has been submitted alongside this report, opportunities to improve the pedestrian network were identified. In particular, this has identified that a new crossing facility from the northern footway on The Street circa 20m east of the junction with Tye Lane would be beneficial in order to ensure pedestrians can safely cross onto the southern footway to continue their journeys into the village centre.
- 4.17 The crossing will be provided with dropped kerbs and tactile paving, ensuring a safe and continuous route is provided between the site and the local centre.
- 4.18 In addition, improving the existing pedestrian provision on Tye Lane is also being explored as part of the application, with a footway to be provided on either the eastern or western side of the carriageway.

5. INDICATIVE BASELINE AND TARGET TRAVEL PATTERNS

- 5.1 Travel data is important for setting objectives and targets. It will provide a baseline from which progress can be measured. It also provides information on current travel habits within the local areas and a good indication of what sustainable modes of transport might become popular with future residents.

Census Travel to Work Data

- 5.2 For the purposes of this TP, SMART (Specific, Measurable, Achievable, Realistic and Time-bound) targets have been derived using the 2011 Census: Method of Travel to Work data (Ref: Q5701EW), published by the Office for National Statistics. The Census data is included in **Appendix B** for reference.
- 5.3 Using data from the 'E04009877: Walberton' output area (see **Figure 5**) to yield the most representative sample, percentage figures have been calculated for different modes of travel included within the TP (discounting those that work from home).

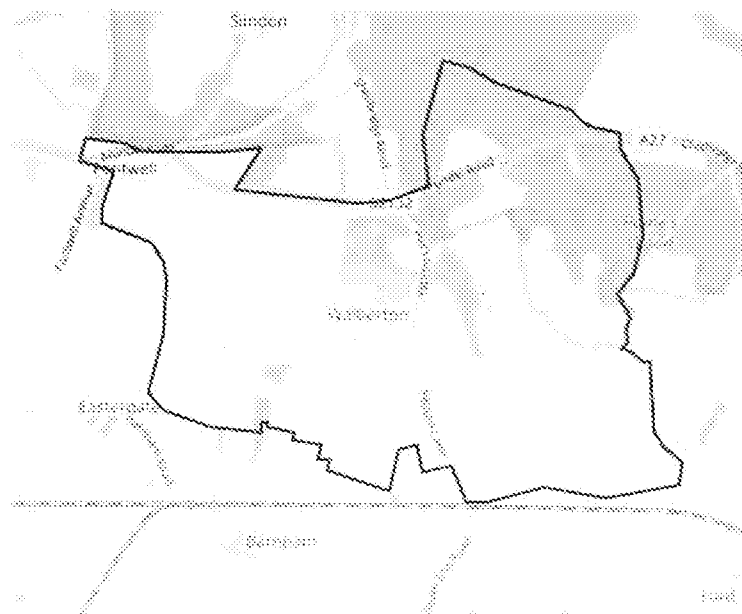


Figure 5: E04009877 Walberton Output Area

- 5.4 **Table 7** outlines that currently 79% of residents living within Walberton currently drive to work in a private vehicle (car/van/motorbike) with 3% travelling as a passenger. The second most popular mode of travel was on foot which accounted for 8% of trips, followed by 7% of trips which are made by train. Collectively, all modes of public transport (bus/train/taxi) accounted for 8% of journeys to work, with cycling only accounting for 2% of commuting trips.

Mode of Travel to Work	%
Driving a car or van	79
On foot	8
Train	7
Passenger in a car or van	3
Bicycle	2
Bus, minibus or coach	1
Motorcycle, scooter or scoped	0
Underground, metro, light, rail, tram	0
Total	100%

Table 7: 2011 Census Travel to Work data for Walberton

5.5 **Table 8** shows interim targets based on the 2011 Census Travel to Work data. Final targets will be set in consultation with the local highways officers following the baseline survey results. Overall, a 10% target modal shift away from single occupancy vehicle trips is sought over a 5-year period, achieving a 70% single occupancy modal split.

Mode of Transport	Indicative Baseline (%)	End of Year 1 Target (%)	End of Year 3 Target (%)	End of Year 5 Target (%)
Single Occupancy Vehicle	79	75 (-4)	73 (-2)	70 (-3)
Car/Van Passenger	3	5 (+2)	6 (+1)	7 (+1)
Public Transport	8	9 (+1)	9	10 (+1)
Pedestrians	8	8	9 (+1)	10 (+1)
Cycle	2	3 (+1)	3	3

Table 8: Interim Modal Share Targets based on Census Data

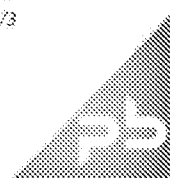
5.6 The actual baseline modal share for this development will be determined by a travel survey. As outlined in the following sections, the baseline would be completed upon 50% occupation to ensure that the TP can be informed as early as possible whilst still allowing for a sufficient sample size.

5.7 Comments received as part of the application from WSCC highways officers have also requested that the target should also seek to provide a 10% reduction from the 12-hour weekday vehicle trips as set out within the TA. As such, **Table 9** below sets out the existing and target trip generation.

	Vehicular Trip Generation (TA)			Target Vehicular Trip Generation (10% Reduction)		
	In	Out	Total	In	Out	Total
Vehicular Trip Rate (per dwelling) 07.00-19.00	2,417	2,527	4,944	2,175	2,274	4,450
Vehicle Trips 07.00-19.00	375	392	766	337	352	690

Table 9. Existing and Target Trip Generation

5.8 Information on how the TP is performing in accordance with the 12-hour weekday flows will be confirmed during survey years when TRICS SAM surveys are undertaken. The monitoring strategy for the site is assessed further in **Section 8**.



6 TRAVEL PLAN STRATEGY

- 6.1 The following section proposes a combination of 'hard' and 'soft' measures that are to be implemented in order to encourage more sustainable travel practices and facilitate progress towards achieving the Travel Plan's objectives and targets.
- 6.2 Hard measures have been incorporated into the proposed site layout and are reflected within the offsite highways improvements that have been proposed as part of the development. These include:
- On-site cycle parking;
 - A new pedestrian access onto Field Close; and
 - A dropped kerb crossing on the Street;
- 6.3 The package of 'soft' measures is to be adopted and refined by the Travel Plan Coordinator (TPC) throughout the lifetime of the TP. The success of the TP will ultimately be determined by the level of engagement in its development and the extent to which a sense of Travel Plan awareness and ownership is created among residents. The following strategy of measures supporting sustainable travel is created with this in mind.

Initial Tasks

- 6.4 In order to meet the aim and objectives of the TP, it is essential that a number of measures be implemented at an early stage. Completing the tasks set out within the preliminary section of the Action Plan would help to embed the TP and local's awareness of it.
- 6.5 The TPC would be required to provide contact details and a finalised Action Plan complete with dates, costs and measures to West Sussex County Council's (WSCC's) Travel Plan Officer (TPO) within the preliminary period. Ongoing discussions between WSCC's TPO and the TPC would ensure the pre-occupation works are being undertaken.

Post-Occupation Tasks

- 6.6 The TP would become fully active upon 50% occupation and completion of the preliminary occupations and the baseline travel survey. The TP would then remain active for a 5-year period. The ultimate aim of the TP is for residents to take over the day to day implementation of the TP and to see it firmly embedded within the local community.
- 6.7 During this time, activities defined in the preliminary stage would be expanded upon. These measures would be determined by the TPC in conjunction with residents, local businesses, local authorities and other stakeholders such as public transport operators and other TPC's operating in the local area.



Modal Measures: Walking and Cycling

- 6.8 Located approximately 500m from the village centre, the site's proximity to existing local amenities and pedestrian/cycle networks presents a good opportunity to encourage the use of active modes of travel and create a sustainable development.
- 6.9 Encouraging a familiarity with the walking and cycling opportunities early on both within and outside of the site will help to embed walking and cycling as important modes of transport for local journeys. The TPC would work with walking and cycling campaigns e.g. Sustrans, ADC and WSCC and support local and national campaigns and events. Residents will be provided with information on local cycle and walking routes upon moving into their new homes to help inform transport choices from the offset.
- 6.10 The TPC would be responsible for promoting the Travelwise Campaign, a national campaign that encourages people to cut down on their car journeys and use sustainable transport. The West Sussex Travelwise website in particular <https://www.westsussex.gov.uk/roads-and-travel/travel-and-public-transport/travelwise-sustainable-transport/> has a variety of useful tips and tools to help encourage sustainable travel within the county. These include Cycling Routes and Maps, a public rights of way iMap in addition to a cycle journey planner <https://cyclejourneyplanner.westsussex.gov.uk/>, all of which would be promoted to local residents by the TPC.
- 6.11 To incentivise walking and cycling the TPC should secure discounts at local stores to maximise potential for residents to habituate walking and cycling as part of healthy lifestyle practices, whether for daily commuting or occasional leisure.
- 6.12 The TPC will be responsible for promoting 'Bikeability' cycle training courses to residents and will attempt to organise group training sessions if enough residents are interested. The TPC will also investigate opportunities to hold Bike Doctor events on-site, providing a convenient cycle maintenance and repair service for residents.

Public Transport

- 6.13 Maximising resident use of public transport would be supported through raising awareness of the local bus services and highlighting the benefits in comparison to single-occupancy vehicle use. The attractiveness of bus travel would also be supported through tailored incentives or promotions resulting from dialogue with Sussex's bus companies.



- 6.14 Information on the public transport routes and facilities serving the new development will be made available to new residents within the Travel Information Pack as well as via the other means of communications as outlined in Chapter 7. The TPC would be responsible for keeping up-to-date with and promoting public transport promotions and discounts to future resident.

Car Sharing

- 6.15 Car sharing is a simple and effective way to reduce the number of lone car trips to/from a development and subsequently reduce congestion and pollution. As well as offering financial benefits, car sharing also offers social benefits such as increased resident interaction and communication. It is anticipated that a large percentage of future residents may travel to either Chichester or Bognor Regis for work and therefore the nature of the proposed development lends itself to car-sharing as an alternative to single-occupancy travel.
- 6.16 The national www.liftshare.com website and <https://liftshare.com/uk/community/westsussexcarshare> allow members to find potential car-sharing partners and should be promoted by the TPC. The TPC will promote the benefits of car sharing within site-specific marketing material, including community noticeboards, residents' newsletters and the developments Travel Plan webpage (more information below).
- 6.17 WSCC have also teamed up with Co-Wheels to provide two car clubs in West Sussex. Vehicles are available to hire from just £4.75 per hour, plus 18p per mile for fuel costs. The scheme provides the benefits of owning a car without the hassle of MOTs, tax, insurance and petrol bills. The schemes cars are all low-emission, either hybrid or electric and therefore provide a cheaper, convenient and greener option for future residents. The TPC would be responsible for the promotion of the scheme to residents and responsible for advertising the benefits include health, financial and environmental factors.

Modal Measures: Sustainable Private Vehicle Use

- 6.18 On occasions when single occupancy vehicle use is unavoidable or where alternative travel options are significantly limited in comparison, opportunities to promote sustainable driving practices would be promoted.
- 6.19 As more towns and cities are being required by government to implement Clean Air Zones, the industry is aiming to provide a greater network of electric charging points, encouraging the greater uptake of electric and hybrid vehicles. Altering resident's perceptions on hybrid, but in particular electric vehicles, is fundamental for creating a more sustainable development.



- 6.20 Electric vehicles now have significant ranges, with some vehicles achieving up to 160/180 miles before needing to be recharged. In addition, manufacturers are confident in the batteries that they are now offering 8 year warranties on some models.
- 6.21 Hybrid vehicles combine both electric motors with a standard combustion engine providing a normal driving scenario with the addition of an electric provision. Promotion of both electric and hybrid vehicles is becoming a key aspect of sustainable travel, and with Government grants available, this would be promoted as part of the TPC.

Home/Remote Working

- 6.22 Options for working from home, teleconferencing, and utilising mobile technology to enable remote working in public locations are becoming popular working practices for many companies. Whilst the TP has limited scope to influence workplaces it can ensure that residents are aware of the development in smarter working technology and encourage them to enquire with their employers regarding their implementation.

Local Area and Other Site Users

- 6.23 This TP should not evolve in isolation to the local area and community as maximising the use and enjoyment of the local area is essential to providing an effective Travel Plan. The TPC should promote the local area's facilities, whilst actively engaging with local community groups, schools/colleges and employers at events such as open days and fair. Engagement with other active local Travel Plans (e.g. the TP for Linden Homes' Avisford Grange development to the west of Tye Lane) would provide an opportunity for a 'joined up' working approach to maximise resources and share best practice.

Visitors

- 6.24 A TP should aim to encourage and extend sustainable travel opportunities to any visitors travelling to and from the site. Residents' own positive sustainable travel practices should have a knock-on-effect to visitors. Visitors will have access to the Travel Plan website (outlined in Chapter 7) similarly to local residents and will be able to make an informed decision on how they travel to and from the development.



7. MARKETING AND COMMUNICATIONS

- 7.1 A lack of information often acts as a barrier to the uptake of sustainable travel. Improving awareness of sustainable travel options and its benefits therefore plays an important role in achieving a modal shift, reducing carbon dioxide emissions and improving air quality.

Travel Information Pack

- 7.2 In order to increase resident's awareness of the TP, each household will be provided with a Travel Information Pack upon moving into their new home. The pack will provide useful information on the travel choices available to residents and help inform their future travel patterns. Information will include:

- Details of bus routes, frequencies and nearest stops;
- Information on local rail services;
- Information on pedestrian and cycle routes towards nearby facilities;
- An accessibility map detailing the location of local services and amenities; and
- Information on local and national sustainable travel events.

- 7.3 The Travel Information Pack would feature an easily identifiable logo synonymous with the TP, developed by the TPC. This would be used on all TP material and used throughout the co-ordinated marketing campaign and communications.

Personalised Travel Planning

- 7.4 Upon moving into their new home, households will be offered free personalised Travel Planning advice. This will be provided by the TPC and will inform residents on how they can travel to destinations more sustainably in support of achieving the longer term targets for the site. The literature forwarded to each household will contain up to date information regarding public transport facilities, walking and cycling routes within the local area.

Travel Plan Website

- 7.5 A dedicated Travel Plan website (such as <http://tpc.paulbushamassociates.com/>) may also act as a useful tool to keep residents up to date with latest changes to travel services, news and events. Such a website would further complement the marketing strategy and could be used to assist with the Personalised Travel Planning services.

7.6 It is suggested that the webpage would contain information such as:

- An introduction to the Travel Plan objectives and strategy;
- Accessibility Map;
- Online resident forum for sharing advice, tips and ideas promoting sustainable travel;
- Links to public transport timetables and journey planners;
- An online copy of the Travel Information Pack;
- Travel Plan Survey Results;
- Local Travel Plan forum meeting minutes and updates; and
- Relevant sustainable travel news and advertisements (E.g. cycling promotions, bus timetables changes and travel events).

Sustainable Travel Incentive

7.7 Upon completion of the Resident Travel Survey each household will be provided with a sustainable travel incentive such as a pre-paid bus ticket or monetary voucher towards purchasing sustainable travel goods.

7.8 As requested by WSCC highways officers, each household would be provided with a £150 voucher with options to choose from at this stage being identified as:

- A voucher that could be used for the purchase of up to four adult cycle training courses offered by WSCC;
- A ticket for use on the local buses (length of ticket to be explored by the TPC);
- A contribution towards the purchase of a bicycle/equipment; and
- A rail season ticket or network card.

7.9 The TPC will be responsible for liaising with service providers once timescales for the development are established to ensure the incentives are in place ahead of first occupation.

Other Measures

7.10 Other measures aimed at raising awareness of the TP and encouraging the uptake of sustainable transport to and from the development will include the following:

- Maps illustrating the cycle and pedestrian routes to nearby facilities will be provided to residents;
- Awareness of the health benefits of active travel will be raised through posters, leaflets and/or newsletters (including West Sussex County council's free poster resources https://www.westsussex.gov.uk/roads-and-travel/travel-and-public-transport/travelwise-sustainable-transport/travel-plans/travel-plan-resources/#promote-your-travel-plan_tab);
- Events such as Walk to School Week will be promoted to future residents.



8. IMPLEMENTATION AND MONITORING

Travel Plan Co-ordinator

- 8.1 The Travel Plan Co-ordinator (TPC) position would be part-time over the course of the TP which at this stage is anticipated to be the preliminary period followed by five years of implementation, beginning at 50% occupation. The TPC would be responsible for the day to day implementation and monitoring of the Travel Plan to ensure that it meets its targets. The early stages of a TP are relatively time intensive and the budget should be front loaded to take into account the work that is required to establish the TP.

- 8.2 More specifically, the role of the TPC requires:

- Overseeing the development and implementation of the TP and maintaining support;
- Designing and implementing an effective marketing strategy and raising awareness;
- Staying informed on campaigns, promotions, services and facilities;
- Organisation of Travel Incentives and liaison with relevant stakeholders;
- Acting as the point of call for all TP enquiries; and
- Co-ordinating the monitoring and evaluation programme for the TP including organisation of surveys.

- 8.3 On appointment of the TPC (at least three months prior to first occupation), contact details and a final action plan for the TP will be provided to WSCC to ensure clear dialogue is possible from first introduction of the TP and that measures stated within this TP are being conducted in a satisfactory manner.

Surveys and Feedback

- 8.4 It is important that a consistent approach to data collection and feedback is implemented in order to ensure that the following outcomes are delivered:
- Collect a representative and informative data account in accordance with the development timescales;
 - Develop an accurate understanding of local travel modal shares, perceptions and influencing factors;
 - Adoption of the TP by local residents beyond the TP's active period; and
 - The successful delivery of the TP in co-ordination with other local developments and communities.

- 8.5 This TP's approach to monitoring acknowledges the above requirements and is summarised in **Table 10**.

Preliminary Period	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5
Travel survey upon Occupation and TRICS SAM at 50% occupation	Resident Travel Survey	Resident Travel Survey	TRICS SAM Survey	Resident Travel Survey	TRICS SAM Survey

Table 10: Travel Plan Monitoring Strategy

- 8.6 A baseline resident survey would be undertaken as residents move into the development, with a TRICS SAM survey undertaken at 50% occupation to establish and confirm TP objectives and targets. Travel surveys would then be undertaken at the end of Years 1, 2 and 4. It is suggested that TRICS SAM surveys are also undertaken at the end of Years 3 and 5, in accordance with TRICS specifications. An example of a travel survey is included in **Appendix C**.
- 8.7 The results of the surveys will be included in resident newsletters, presented on the dedicated travel plan website, and displayed on community boards where appropriate. If a resident association is also to be set up, the results of the survey could be discussed at these meetings.
- 8.8 After each travel survey has been conducted and an acceptable response rate from residents has been achieved, a monitoring report will be produced and submitted to WSCC within 3 months of the survey taking place. The report will outline how the TP has been implemented since the last review along with a presentation of survey results and analysis of the data trends. The report will conclude with an outline of any proposed modifications to the monitoring strategy moving forwards and any revisions to targets if necessary.

Action Plan

- 8.9 An action plan has been developed identifying all the measures to be implemented and the person/organisation responsible for their implementation and timescales for delivery. The Action Plan is attached within **Appendix D**.

Community Embedding and Handover

- 8.10 Following the successful completion of the TP's 5-year strategy the site should be operating more sustainably with opportunities for the TP's principles and practices to become embedded in the development and the wider local area.

- 8.11 Local resident engagement and a gradual handover is embedded within the proposed TP strategy and should form a key subject in annual liaison with WSCC'S Travel Plan Officer as the TP draws to an end. The TPC should seek to join or set up a local community steering group on social media which will help to identify residents who may wish to continue delivering the TP after the 5 year strategy is complete.

Overcoming Barriers to Success

- 8.12 A potential barrier to implementing a successful TP could be that the management of the TPC is not satisfactory for the tasks required. The developer will be required to appoint a TPC and the 5-year budget for implementing the Travel Plan Coordination works should be sufficient to ensure that remedial measures could be implemented. Such as, if one measure is not working in Year 1, there is available budget in Year 2 to rectify this and adopt new measures if necessary.
- 8.13 If the five-year target is not achieved, the requirement for remedial measures would be explored and could (if necessary) include offering a second round of £150 vouchers to dwellings.

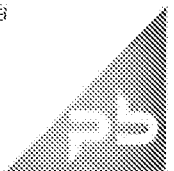


9 SUMMARY AND CONCLUSIONS

- 9.1 This Travel Plan has been prepared by Paul Basham Associates on behalf of David Wilson Homes to support a planning application for up to 155 dwellings at Land West of Tye Lane, Walberton. A Transport Assessment and Walking, Cycling and Horse-Riding Assessment and Review have also been prepared by Paul Basham Associates in support of the application.
- 9.2 A Travel Plan is a strategy that aims to manage the access demands of a site by ensuring that the travel needs of its users are met by a range of transport modes. A Travel Plan is an evolving process informed by site visits and discussions between key stakeholders including West Sussex County Council to ensure the targets remain relevant and achievable.
- 9.3 This TP's primary aim is to reduce the reliance on the private car whilst increasing the use of sustainable transport modes thus creating a sustainable development by reducing the impact of the developments travel demands and by raising awareness of sustainable travel practices available to residents and visitors.
- 9.4 An indicative baseline modal split and associated targets have been established for the proposed development site, although targets and measures would be reviewed where necessary (including after the TRICS SAM survey to be completed upon 50% occupation) and agreed with WSCC. The overall target of the TP is to create a 10% shift in modal choice away from single occupancy car trips and through the 12-hour weekday vehicle trips.
- 9.5 In order to meet the key objectives of this TP, a number of measures are proposed from for implementation from an early stage. Hard measures include the provision of on-site cycle parking, a new pedestrian access onto Field Close and a dropped kerb crossing on the Street.
- 9.6 The package of 'soft' measures is to be adopted and refined by the Travel Plan Coordinator (TPC) throughout the lifetime of the TP. In addition, each household will be offered a £150 voucher for use towards sustainable travel options upon completion of the Travel Surveys. The success of the TP will ultimately be determined by the level of engagement in its development and the extent to which a sense of Travel Plan awareness and ownership is created among residents.



- 9.7 The TPC will organise surveys and subsequently liaise with WSCC to ensure accurate baseline travel trends against which the TP targets are set. Survey results will be used to update and revise the content of the TP's Action Plan to ensure it remains an active process, becomes increasingly integrated into and adopted by the local community, and maximises available opportunities to increase levels of sustainable travel.



APPENDIX 3

Highway Plan

- [illegible]

[illegible]

2008-09-01

[illegible]

11-25-2011





SEP 24 1994

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AND EAST OF THE LANE, WALBERRON

NOTES
249134 / 129 0350000

Year	Population	Age
1990	100,000	20
1991	101,000	21
1992	102,000	22
1993	103,000	23
1994	104,000	24
1995	105,000	25
1996	106,000	26
1997	107,000	27
1998	108,000	28
1999	109,000	29
2000	110,000	30
2001	111,000	31
2002	112,000	32
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2006	116,000	36
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2009	119,000	39
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2011	121,000	41
2012	122,000	42
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2038	148,000	68
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2090	200,000	120
2091	201,000	121
2092	202,000	122
2093	203,000	123
2094	204,000	124
2095	205,000	125

Author	Year	Ref
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Alm et al.	1998	4
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APPENDIX 4

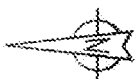
A27 Works Plans



Journal of Management Education

Land West of Tye Lane,
Waiberton

A27/A29 Fontwell Eastern
Roundabout Signalisation
Proposed Layout Option 1[illegible]



1. The proposed development is a residential development of 100 dwellings, including 10 affordable dwellings, and associated infrastructure. The development is located on a site of approximately 1.5 hectares, bounded by the A27/A29 to the north, the railway line to the east, and the railway line to the south. The development is proposed to be built in two phases, with the first phase consisting of 50 dwellings and the second phase consisting of 50 dwellings. The development is proposed to be built on a site that is currently used for agricultural purposes. The development is proposed to be built in accordance with the requirements of the National Planning Policy Framework (NPPF) and the Local Planning Framework (LPF). The development is proposed to be built in accordance with the requirements of the NPPF and the LPF. The development is proposed to be built in accordance with the requirements of the NPPF and the LPF.

2. The proposed development is a residential development of 100 dwellings, including 10 affordable dwellings, and associated infrastructure. The development is located on a site of approximately 1.5 hectares, bounded by the A27/A29 to the north, the railway line to the east, and the railway line to the south. The development is proposed to be built in two phases, with the first phase consisting of 50 dwellings and the second phase consisting of 50 dwellings. The development is proposed to be built on a site that is currently used for agricultural purposes. The development is proposed to be built in accordance with the requirements of the National Planning Policy Framework (NPPF) and the Local Planning Framework (LPF). The development is proposed to be built in accordance with the requirements of the NPPF and the LPF. The development is proposed to be built in accordance with the requirements of the NPPF and the LPF.

Pell Frischmann
27th Floor, 30 Market Street, London, EC3A 3PF
Tel: 020 7493 4000
Fax: 020 7493 4001
Email: info@pellfrischmann.co.uk
Website: www.pellfrischmann.co.uk

Barratt David Wilson Homes

**Land West of Tye Lane,
Walberton**

**A27/A29 Forwell Eastern
Roundabout Signalisation
Proposed Layout Option 2**

Scale	1:1000
Date	10/01/2022
Drawn by	106201-SK902
Checked by	
Approved by	

APPENDIX 5
Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

2022

- (1) [·][] of [·][]; and
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex 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 3.16).

"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 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:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee 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:
- 3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The RSL shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10 working days of receipt of the Void Notice.
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;

- 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the RSL;
- 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.23 The Council and the RSL agree that the nomination rights contained in this Agreement may be varied from time to time but only by Agreement in writing by the parties.

4 NOTICES

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

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 A AGREEMENT AND IS DELIVERED and takes effect on the date stated at the beginning of it.

EXECUTION PAGE

EXECUTED as a DEED by

[REDACTED] and
[REDACTED] neys
pursuant to a Power of Attorney dated
~~16/06/2021~~ ~~16/06/2021~~ for and on
behalf of BDW TRADING LIMITED

Signature of Witness

JAMES CROSS

Name of Witness

4 ATKINSON CLOSE

WIMBORNE, HAMPSHIRE

PO15 7RA

Address

[REDACTED]

Signature of Witness

JAMES CROSS

Name of Witness

4 ATKINSON CLOSE

WIMBORNE, HAMPSHIRE

PO15 7RA

Address

[REDACTED]

POWELL

SIGNATURE

[REDACTED]