[redacted]

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[redacted]

ARUN
DISTRICT COUNCIL

DATED 30 September 2025

S106 UNILATERAL UNDERTAKING

In relation to Self Build Dwelling and Custom Build Dwelling Exemption

GIVEN BY

Name: Thomas James Oliver Reynolds

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

RELATING TO LAND AT

Stoney Brook Farm, Eastergate Lane, Walberton, Arundel,

West Sussex, BN18 0BA

Arun District Council
Legal Services

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THIS DEED is made on the 30 September 2026

BY Thomas James Oliver Reynolds

of Stoney Brook Farm, Eastergate Lane, Walberton BN18 0BA ("the Owner")

In favour of

Arun District Council of The Arun Civic Centre Maltravers Road Littlehampton BN17 5LF ('the Council')

WHEREAS

(1) The Owner is the registered proprietor with title absolute of the Land registered at HM Land Registry under title number WSX100852.

(2) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.

(3) Pursuant to the Planning Application the Owner applied to the Council for Planning Permission for the Development .

(4) The Owner gives this undertaking to perform the obligations set out in this deed with the intention that the covenants by the Owner contained in Schedule 2 hereto shall be planning obligations for the purposes of Section 106 of the 1990 Act.

(5) The Development qualifies as a Self-Build or Custom Build Dwelling under the Self-build and Custom Housebuilding Act 2015 (as amended) and is therefore exempt from the Biodiversity Net Gain requirements in accordance with Section 159(6) of the Environment Act 2021.

NOW THIS DEED WITNESSES as follows:

1.0 Definitions and Interpretation

In this Deed:

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

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1.2. "Biodiversity Net Gain 'BNG'" means Biodiversity Gain as set out in the 1990 Act Schedule 7A as amended by the Environment Act Schedule 14

1.3. "Commencement of the Development" means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act in relation to the Development.

1.4. "the Development" means such development as may be authorised by the Planning Permission.

1.5. "Completion" means the readiness of the Dwelling for Occupation to the extent that it is liable to council tax and the term "Completed" shall be construed accordingly;

1.6. "Eligible Person" means a person or persons who satisfy the requirements of the Self-Build and Custom Housebuilding Act 2015 and the Self-Build and Custom Housebuilding Regulations 2016 as applicable being an individual, an association of individuals, or persons working with or for individuals or associations of individuals, build or complete houses to be occupied as homes by those individuals and have had primary input into its final design and layout.

1.7. "the Environment Act" means the Environment Act 2021.

1.8. "Interest" means interest at 2 per cent above the base lending rate published by HSBC Bank Plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Council may then in writing specify having regard to interest rates current at such time

1.9. "the Land" means the land described in the First Schedule hereto.

1.10. "Occupation" means the occupation of the Development for the purposes of the Planning Permission for the beneficial use of the Dwelling and for the avoidance of doubt excludes occupation for fitting out and use of the Dwelling as a show home or for marketing purposes and reference to "Occupy", "Occupier", "Occupied" and "Occupy" shall be construed accordingly.

1.11. "Planning Application" means the application for the carrying out of the Development made by the Owner on 22 July 2026, validated on 29 July 2026 and given the reference WA/64/26/TDC by the Council.

1.12. "the Planning Obligations" means the covenants by the Owner contained in the Second Schedule hereto.

1.13. "the Planning Permission" means the planning permission that may be granted for the Development in pursuance of the Planning Application following the completion of this Deed or any variation to that permission granted pursuant to Section 73 of the 1990 Act

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1.14. "Self-Build Dwelling or Custom Build Dwelling" means a custom build home where an individual, an association of individuals, or persons working with or for individuals or associations of individuals, build or complete houses to be occupied as homes by those individuals as defined in the Self-build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016) as amended.

1.15. "Secretary of State" means the Secretary of State for Levelling Up, Housing and Communities (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time)

1.16. "Specified Date" means the date upon which a contribution arising under this Deed is to be carried out or is due to be performed

1.17. "Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and "Working Days" shall be construed accordingly

1.18. Words importing one gender shall be construed as importing any other gender.

1.19. Words importing the singular shall be construed as importing the plural and vice versa.

1.20. The clause and paragraph headings in the body of this Deed and in the Schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2.0 Legal Effect

2.1 This Undertaking will be registered as a Local Land Charge.

2.2 This Undertaking constitutes a Deed and is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers and enactments that are relevant.

2.3 This Undertaking shall cease to have effect if in determining the Appeal, the Secretary of State or the Inspector expressly states in his decision letter that this Deed does not comply with regulation 122 of the Community Infrastructure Levy Regulations 2010.

2.4 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the 1990 Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the 1990 Act without the consent of the Owners, this Undertaking shall cease to have effect (but without prejudice to the rights of either party against the

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other in respect of any antecedent breach) with the exception of clause 4 (Council's Legal Costs).

2.5 Reference to any party shall include that party's personal representatives, successors and permitted assigns.

2.6 The Owner hereby warrants and confirms that apart from the Owner hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Land or any part thereof.

2.7 This Deed shall be governed by the laws of England and Wales and the Courts of England shall have sole jurisdiction in respect of the construction of this Undertaking and as to the respective rights and liabilities of the parties.

2.8 If any sum due under this Undertaking is paid late Interest will be payable from the date the payment is due to the date of payment.

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3.0 The Planning Obligations

3.1 The Planning Obligations are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.

3.2 The Council is the Local Planning Authority by whom the Planning Obligations are enforceable.

4.0 Council's Legal Costs

4.1 The Owner shall pay to the Council upon the date hereof its reasonable legal costs incurred in connection with the assessment of this Deed and its registration as a Local Land Charge.

5.0 Calculation of Indexation

5.1 The sum payable by the Owner and referred to in this Deed will be subject to indexation based on increases by the application of the following formula:

A = B x (C divided by D)

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Undertaking

C is the BCIS Index for the month two months before the Specified Date

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

C/D is equal to or greater than 1

and Indexation shall be construed accordingly.

6.0 Notices

6.1 Where notice, consent, demand or any other communication served under this Undertaking must be in writing and must be sent by email to

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planning@arun.gov.uk or delivered by hand or sent by first class post, pre-paid or recorded delivery to the relevant party.

6.2 Any notice, consent, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Undertaking or to such other address as one party may notify in writing to the others at any time as its address for service.

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

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

6.3.2 if by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

6.3.3 if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed; or

6.3.4 if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.

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

7.0 Disputes

7.1 The Parties shall use their reasonable endeavours to resolve any dispute, controversy or claim arising out of or relating to this Deed, including but not limited to any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, within 28 (twenty eight) days of the dispute arising.

7.2 Failing the resolution of any such dispute, disagreement or difference within 28 (twenty eight) days of the same arising it may be referred for determination in accordance with the provisions of this clause 7 on the reference of any of the Parties to the dispute.

7.3 Any dispute, disagreement or difference arising out of the provisions the same shall be referred to an independent Chartered Surveyor of at least ten (10)

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years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of RICS or their deputy and in the case of case of any legal requirement or interpretation or other matter regarding this Deed, the same shall be referred to Counsel of at least ten (10) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council, by the Chair of the Bar Council or the Vice-Chair of the Bar Council.

7.4 The determination of the Expert (including any determination as to the responsibility for the payment of their own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

7.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

(a) the Expert shall call for representations from all Parties within 21 days of a reference to them under this Deed and require the Parties to exchange representations within this period;

(b) the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in clause 7.5(a) above to make counter representations;

(c) any representations or counter representations received out of time may be disregarded by the Expert;

(d) the Expert shall provide the Parties with a written decision (including their reasons) within 28 days of the last date of receipt of counter representations and the Expert shall be entitled to call for such independent expert as they shall think fit;

(e) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award;

(f) unless this Deed has already been terminated each of the respective Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute for resolution pursuant to this clause.

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SCHEDULE ONE

The Land

Land adjacent to Stoney Brook Farm, Eastergate Lane, Walberton, Arundel registered under title number WSX100852 and which is shown for the purposes of identification only edged red on the plan attached hereto.

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SCHEDULE TWO

Covenants by the Owner – the Planning Obligations

1.0 The Land shall be constructed as a Self-Build Dwelling or Custom Build Dwelling to be first Occupied in accordance with paragraph 2.0 of this Schedule

2.0 The first Occupation of the Self-Build Dwelling or Custom Build Dwelling shall be by the Owner or an Eligible Person

3.0 Within 1 (one) calendar month of Completion, the Owner or first Occupier (as appropriate) of the Self-Build Dwelling or Custom Build Dwelling shall give the Council written notice of the date of Completion and the date that the Owner or the first Occupier (as appropriate) Occupied the Self Build Dwelling or Custom Build Dwelling, by sending a written notice by email to planning@arun.gov.uk quoting the planning reference number.

4.0 The Owner acknowledges that should the Development cease to qualify as a Self-build Dwelling and Custom Build Dwelling at any time prior to first Occupation, then the Biodiversity Net Gain Exemption shall no longer apply and the Owner shall be required to comply with all relevant Biodiversity Net Gain requirements applicable at that time.

5.0 The Owner shall maintain records demonstrating compliance with these covenants and provide them to the Council upon reasonable request.

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IN WITNESS whereof this instrument has been executed as a Deed on the day and year first before written

EXECUTED as a Deed by

Owner Signature: [redacted]

Owner Name in block capitals THOMAS JAMES OLIVER REYNOLDS

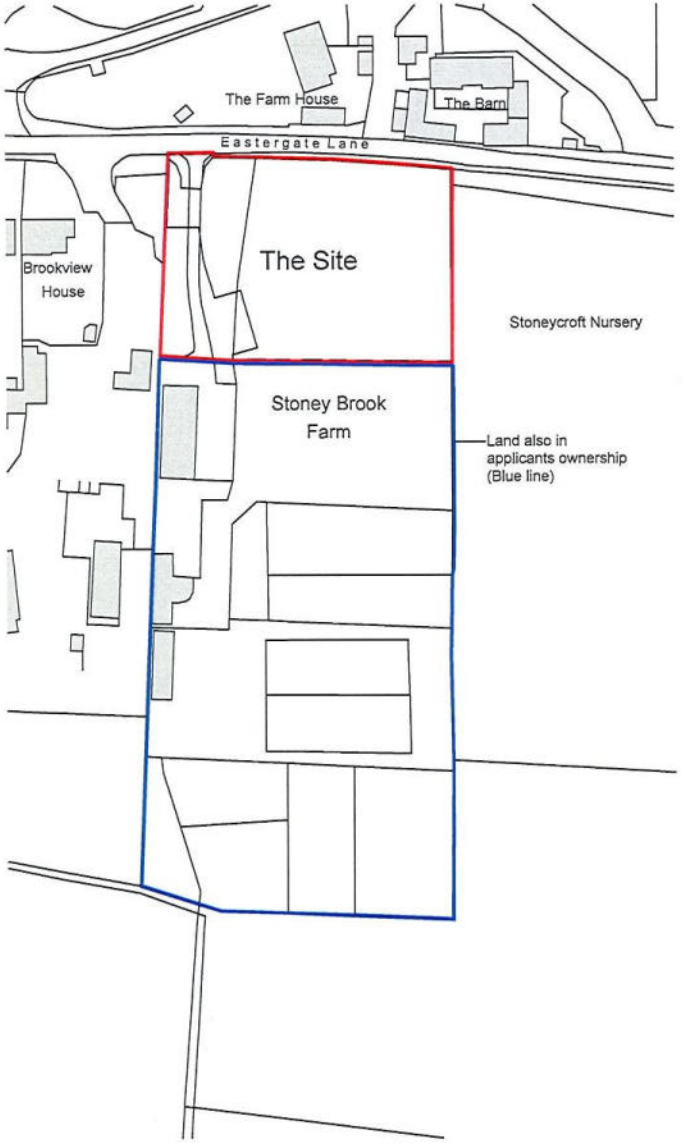
In the presence of: [redacted]

Witness Signature:

Witness Name:

Witness Address:

Jackie Scott Limited
74 Felpham Road
Felpham
Bognor Regis
West Sussex, PO22 7NZ



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All dimensions are to be checked on site.
Any discrepancies should be reported immediately to the Architect.

[redacted]

Site area : 0.38Ha.

0 10m 20m 30m 40m 50m 60m 70m 80m 90m 100m

Scale - 1 : 1250

DATE	REV	DESCRIPTION	DRAWN
27-07-2026	A	Blue line indicated. Scale corrected.	pw

PatrickAllen&Associates Architects

architects@patrickallen.org.uk
www.patrickallen.org.uk
+44 (0)1473 620660

2 Grange Business Centre
Tommy Flowers Drive
Grange Farm
Kesgrave, Ipswich
Suffolk, IP5 2BY

Project
Proposed Self-Build Dwelling at :
Stoney Brook Farm,
Eastergate Lane,
Arundel BN18 0BA.

Client
Tom Reynolds and Sam Byrne

Drawing Title
Location Plan

Drawing Status
Planning

Scale	Paper Size	Date	Drawn
1 : 1250	A3 (1:1250)	July 2026	-

Drawing Number
4470 - 800 Revision .A.

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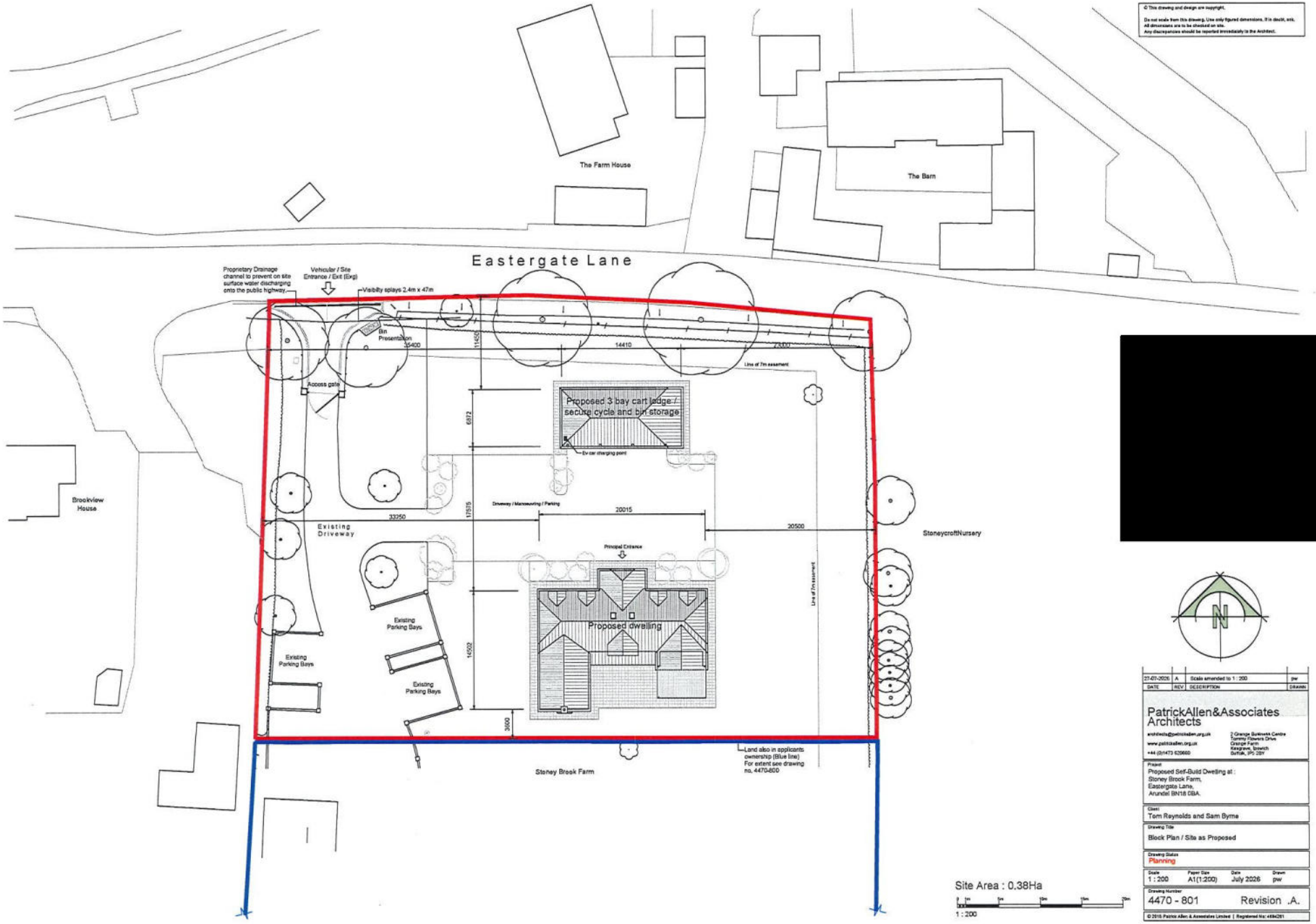

[redacted]

Site Area : 0.38Ha

1 : 200

DATE	REV	DESCRIPTION	DRAWN
27-07-2026	A	Scale amended to 1 : 200	pw

PatrickAllen&Associates Architects
architects@patrickallen.org.uk
www.patrickallen.org.uk
+44 (0)1473 629660
2 Grange Business Centre
Tommy Flowers Drive
Grange Farm
Kesgrave, Ipswich
Suffolk, IP5 2BY

Project
Proposed Self-Build Dwelling at :
Stoney Brook Farm,
Eastergate Lane,
Arundel BN18 0BA.

Client
Tom Reynolds and Sam Byrne

Drawing Title
Block Plan / Site as Proposed

Drawing Status
Planning

Scale	Paper Size	Date	Drawn
1 : 200	A1(1:200)	July 2026	pw

Drawing Number
4470 - 801 Revision .A.

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