Cinders Nursery

Yapton

SuDS Operations & Maintenance Manual

Prepared by:

Kazys Narbutas Consulting Limited

Roughton, A2 Omega Park,
Electron Way, Chandlers Ford,
Hampshire. SO53 4SE

[redacted]

KNC1826/SUDS

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Reviewed by Kazys Narbutas BSc (Hons) CEng MICE, MCIHT Signed: [redacted]

Date: 23rd October 2019

Revision	Description	Date	Initials
O	Initial issue	October 2019	KHN
A	Additional information added	08.11.19	KHN
B	Additional maintenance company information added	13.11.19	KHN
C	Maintenance management company details and 'As Built' drawing added	18.08.21	KHN

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1.0 INTRODUCTION

1.1 The SuDS Philosophy

1.2 Sustainable Drainage Systems (SuDS) are a collection of water management practices that aim to align modern drainage systems with natural water processes. SuDS are designed to mimic the natural drainage regime of an area thus minimising impact on receiving watercourses. The SuDS philosophy has been applied to the proposed development to provide a natural approach to managing the surface water drainage from the site and preventing water pollution and flooding.

1.3 SuDS Maintenance

1.4 Regular inspection and maintenance is important for the effective operation of the SuDS drainage features across the development.

1.5 The following SuDS features have been designed into the development to control the surface water run-off created through the construction of impermeable areas such as roofs, drives and roads.

- Permeable Pavements (block paving)
- Attenuation Storage and Flow Control Devices
- Discharge Soakaways
- Swales

1.6 In order to ensure the continued effective operation of the SuDS features maintenance regimes have been provided for each of the above features.

1.7 This document has been prepared at the design stage and should be considered as part of an evolving process. Following construction as built information and drawings

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should be included. The post construction information should include drawings detailing the extent and location of SuDS features together with relevant manufacturer's details.

1.8 The following maintenance regimes should be amended/updated to suit specific manufacturer's requirements for the various components installed.

1.9 The following appendices have been included to allow for additional information and records to be included post construction.

- **Appendix A** As built Information
- **Appendix B** Manufacturer's Information
- **Appendix C** Inspection Records
- **Appendix D** Management Company details, Maintenance Regime and Monitoring

1.10 It should also be recognised that for a maintenance regime to continue to be appropriate and fit for purpose a constant monitoring ethos should be adopted and any corrective measures implemented to ensure that the correct maintenance regimes going forward are in place. Inspection records should be kept and used as a basis for the determining the suitability of the maintenance regimes and the areas of the development requiring attention.

1.11 Crayfern Homes have set up a Maintenance Management Company for the site which will undertake the requirements and obligations to ensure that the SuDS facilities are adequately maintained. The obligations of the Management Company will be funded by an annual contribution from the residents of the development. This manual will form part of the brief provided to the Management Company, who will use it to calculate fees which will be paid by residents.

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1.12 If the Management Company were to become insolvent or was dissolved then any former director or member of the company (which would in this case be the residents) can either apply to Companies House to get the Management Company restored or make a court application to do the same. Either option can be undertaken within 6 years from the date of dissolution of the company. The process would also involve applying to the Treasury Solicitor to give up their interest in the land (as assets of dissolved companies pass to the Crown).

Wording in the estate transfer will advise that if the management company was dissolved or struck off then the residents can join together in arranging for the estate service to be carried out, subject to each resident making a contribution. At the same time as doing this the residents can agree what course of action they wish to take with the dissolved company i.e. apply to Companies House or Court to restore it.

1.13 At the end of the manufacturer's recommended design life for all SuDS components they shall be replaced at the Management Company expense.

1.14 The Management Company incorporation documents can be found in **Appendix D**

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2.0 PERMEABLE PAVEMENTS

2.1 Permeable pavements have been provided around the development to infiltrate water down through the sub base from the road/drive over and to act as a conduit for surface water run-off to be carried towards underground attenuation tanks prior to discharge off site.

2.2 Permeable pavements need to be regularly cleaned of silt and other sediments to preserve their infiltration capacity. Extensive experience suggests that sweeping once per year should be sufficient to maintain an acceptable infiltration rate on most sites.

2.3 A maintenance regime has been prepared for the development as indicated in Table 1 below and a Performance & Maintenance summary can be found in **Appendix B.**

2.4 Inspection reports should be kept and the maintenance regime for the permeable paving should be adjusted, if necessary, to suit ongoing site-specific circumstances as they arise.

2.5 A brush and suction cleaner (which can be a lorry-mounted device or a smaller precinct sweeper) should be used for regular sweeping. Care should be taken in adjusting vacuuming equipment to avoid removal of jointing material. Any lost material should be replaced. It is also possible to clean the surface using lightweight rotating brush cleaners combined with power spraying using hot water.

2.6 If the surface has clogged then a more specialist sweeper with water jetting and oscillating and rotating brushes may be required.

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Table 1: Operation and Maintenance Requirements - Permeable Pavements

Maintenance Schedule	Required Action	Typical Frequency
Regular maintenance.	Brushing and vacuuming (standard cosmetic sweep over whole surface)	Once a year, after autumn leaf fall, or reduced frequency as required, based on site-specific observations of clogging or manufacturer's recommendations – pay particular attention to areas where water runs onto pervious surface from adjacent impermeable areas as this area is most likely to collect the most sediment.
	Empty silt traps	Once a year at the same time as the pervious paving is being cleaned.
Occasional maintenance.	Removal of weeds or management using glyphospate applied directly into the weeds by an applicator rather than spraying.	As required – once per year on less frequently used pavements.
Remedial Actions.	Remediate any landscaping which, through vegetation maintenance or soil slip, has been raised to within 50 mm of the level of the paving.	As required.
	Remedial work to any depressions, rutting and cracked or broken blocks considered detrimental to the structural performance or a hazard to users, and replace lost jointing material.	As required.
	Rehabilitation of surface and upper substructure by remedial sweeping.	Every 10 to 15 years or as required (if infiltration performance is reduced due to significant clogging).
Monitoring.	Initial inspection.	Monthly for three months after installation.
	Inspect for evidence of poor operation and/or weed growth – if required, take remedial action.	Three-monthly, 48hours after large storms in the first six months.
	Inspect silt accumulation rates and establish appropriate brushing frequencies.	Annually.
	Monitor silt taps.	At same frequency of pervious paving inspections.

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3.0 ATTENUATION STORAGE AND FLOW CONTROL DEVICES

3.1 Attenuation storage is provided in the underground cellular storage tank located under the access road and landscaped area. All discharge from roofs and drives pass through a silt/oil trap before being discharged into the cellular storage tank. Carriageway drainage is through trapped gullies which will discharge either directly into the storage network or the drainage networks serving the roofs/drives.

3.2 The cellular attenuation storage will be wrapped in an impermeable membrane to contain discharged water.

3.3 The flow control device being used is an ACO Q-Brake vortex control fitted within a concrete manhole. Details of this can be found in **Appendix B**

Table 2: Operation and Maintenance Requirements – Attenuation Storage

Maintenance Schedule	Required Action	Typical Frequency
Regular maintenance.	Inspect all silt/oil traps and oil interceptors	At six monthly intervals, Autumn and Spring
Remedial actions.	Remove any sediment or deposits with vacuum suction.	At six monthly intervals, Autumn and Spring.
Monitoring.	Inspect/check all inlets, outlets and overflows to ensure that they are in good condition and operating as designed.	Annually

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Table 3: Operation and Maintenance Requirements – ACO Q-Brake Vortex Flow Control Device

Maintenance Schedule	Required Action	Typical Frequency
Regular maintenance.	Inspect and identify any areas that are not operating correctly, take remedial action.	Monthly for 3 months, then annually.
	Remove any sediment from flow control devices.	Annually (or as required).
Remedial actions.	Repair/rehabilitate inlets, outlet, overflows and vents.	As required.
Monitoring.	Inspect/check all inlets, outlet, and overflows to ensure that they are in good condition and operating as designed.	Annually
	Where fitted check operation of by-pass door.	Annually

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4.0 SOAKAWAYS

4.1 The soakaways installed on site have been installed to assist in the reduction in the discharge rate of surface water discharge from the site and catch overland flows.

Table 4: Operation and Maintenance Requirements - Soakaways

Maintenance Schedule	Required Action	Typical Frequency
Regular maintenance.	Inspect for sediment and debris in pre-treatment components and floor of inspection tube.	Annually.
	Trimming any roots that may be causing blockages.	Annually (or as required).
Occasional maintenance.	Remove sediment and debris from pre-treatment components and floor of inspection tube.	As required, based on inspections.
Remedial actions.	Reconstruct soakaway and/or replace or clean void fill, if performance deteriorates.	As required.
	Replacement of clogged geotextile (will require reconstruction of soakaway).	As required.
Monitoring.	Inspect silt traps and note rate of sediment accumulation.	Monthly in the first year and then annually.

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5.0 SWALES

5.1 Swales have been provided to collect and divert overland flood flows from exceedance events or local network failures.

5.2 Maintenance of swales is relatively straight forward and typically require only a small amount of work.

Table 5: Operation and Maintenance Requirements for Swales

Maintenance Schedule	Required Action	Typical Frequency
Regular maintenance.	Remove litter and debris.	Monthly, or as requested.
	Cut grass – to retain grass height within specified design range.	Monthly (during growing season), or as required.
	Manage other vegetation and remove nuisance plants.	Monthly at start, then as required.
	Inspect inlets, outlets and overflows for blockages, and clear if required.	Monthly.
	Inspect vegetation coverage.	Monthly for 6 months, quarterly for 2 years, then half yearly.
	Inspect inlets and facility surface for silt accumulation, establish appropriate silt removal frequencies.	Half yearly.
Occasional maintenance.	Reseed areas of poor vegetation growth, alter plant types to better suit conditions, if required.	As required or if bare soil is exposed over 10% or more of the swale treatment area.
Remedial actions.	Repair erosion or other damage by re-turfing or reseeding.	As required.
	Relevel uneven surfaces and reinstate design levels.	As required.
	Scarify and spike topsoil layer to improve infiltration performance, break up silt deposits and prevent compaction of the soil surface.	As required.
	Remove build-up of sediment or upstream gravel trench, flow spreader or at top of filter strip.	As required.
	Remove and dispose of oils or petrol residue using safe standard practices.	As required.

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Appendix A

As Built Information

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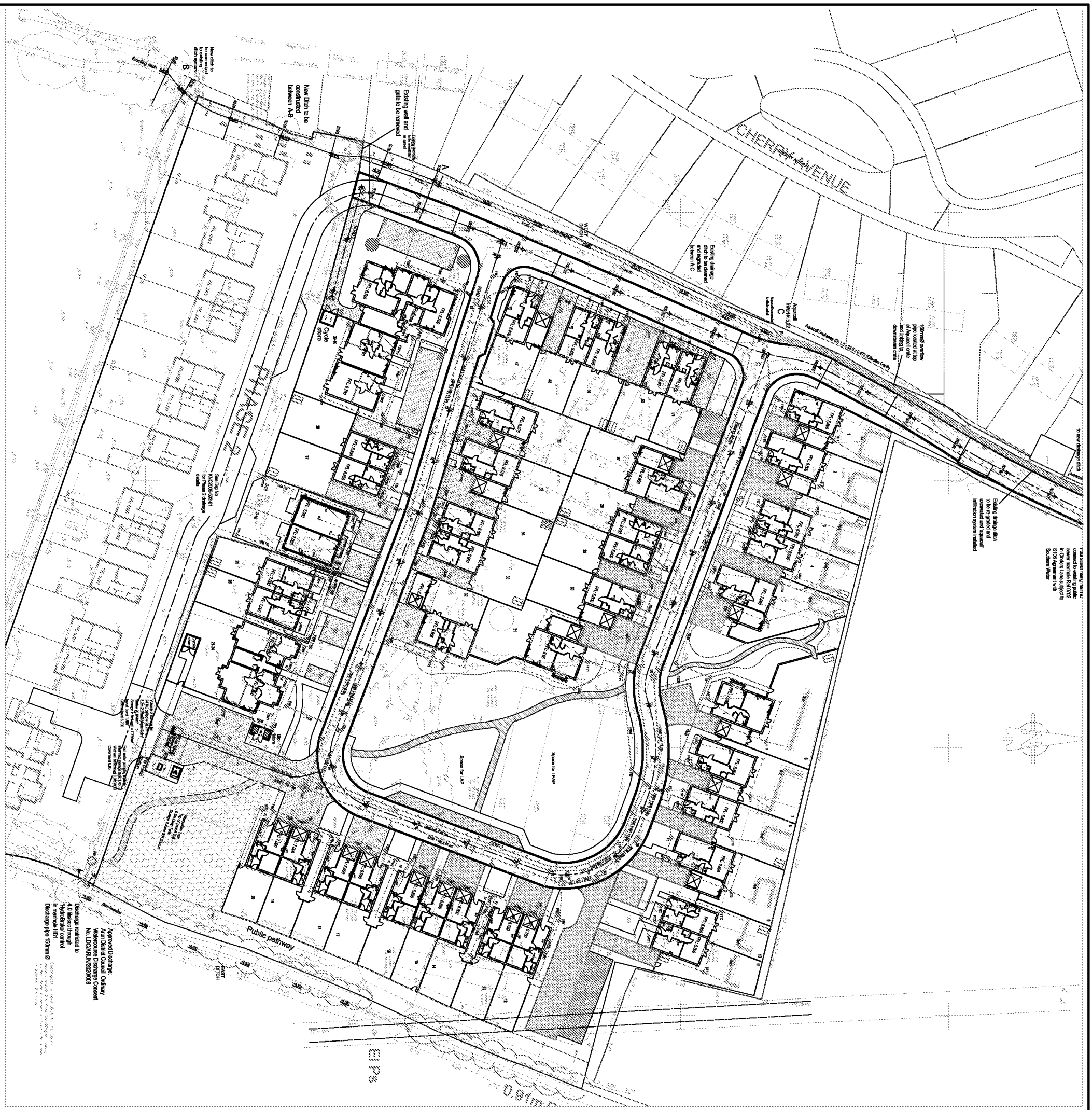

FOUL DRAINAGE MANHOLE SCHEDULE

MH REFERENCE	Cover Level (m)	Invert Level (m)	Depth to Soffit (m)	Dia (mm)	Type	Cover Grade
1A	6.37	4.09(SW1)	1.180	1200x900	2	D400
F1	6.75	5.53	0.980	450 diameter	3	125kN
F2	6.65	5.40	0.940	450 diameter	3	125kN
F3	6.59	5.325	0.925	450 diameter	3	125kN
F4	6.55	5.29	0.910	450 diameter	3	125kN
F5	6.50	5.25	0.900	450 diameter	3	125kN
F6	6.45	5.21	0.890	450 diameter	3	125kN
F7	6.40	5.025	0.875	450 diameter	3	125kN
F8	6.45	5.05	0.900	450 diameter	3	125kN
F9	6.50	5.25	0.900	450 diameter	3	125kN
F10	6.55	5.29	0.920	450 diameter	3	125kN
F11	6.59	5.325	0.925	450 diameter	3	125kN
F12	6.65	5.40	0.940	450 diameter	3	125kN
F13	6.75	5.53	0.980	450 diameter	3	125kN
F14	6.45	5.25	0.900	450 diameter	3	125kN
F15	6.50	5.29	0.910	450 diameter	3	125kN
F16	6.55	5.325	0.925	450 diameter	3	125kN
F17	6.59	5.40	0.940	450 diameter	3	125kN
F18	6.65	5.53	0.980	450 diameter	3	125kN
F19	6.45	5.29	0.910	450 diameter	3	125kN
F20	6.50	5.325	0.925	450 diameter	3	125kN
F21	6.55	5.40	0.940	450 diameter	3	125kN
F22	6.59	5.53	0.980	450 diameter	3	125kN
F23	6.45	5.325	0.925	450 diameter	3	125kN
F24	6.50	5.40	0.940	450 diameter	3	125kN
F25	6.55	5.53	0.980	450 diameter	3	125kN
F26	6.45	5.40	0.940	450 diameter	3	125kN
F27	6.50	5.53	0.980	450 diameter	3	125kN
F28	6.45	5.53	0.980	450 diameter	3	125kN
F29	6.50	5.53	0.980	450 diameter	3	125kN
F30	6.45	5.53	0.980	450 diameter	3	125kN
F31	6.50	5.53	0.980	450 diameter	3	125kN
F32	6.55	5.53	0.980	450 diameter	3	125kN
F33	6.59	5.53	0.980	450 diameter	3	125kN
F34	6.65	5.53	0.980	450 diameter	3	125kN
F35	6.70	5.53	0.980	450 diameter	3	125kN
F36	6.75	5.53	0.980	450 diameter	3	125kN

Manhole FA, interpolated invert level 4.296; this level must be confirmed prior to sewer installation and engineer advised of any discrepancy.

Permeable paved entrance with ACO drain at boundary with adoptable highway, connection back into subase Sub-base depth 385mm

Aquacell Invert A 5.337

Manhole Ref 0702

New access to doctors surgery

Existing access to be maintained

Aquacell Invert B 5.644

Invert pipe B 6.03

Invert S19 6.10

Aquacell Invert C 5.490

Existing access to be maintained

Retaining wall foundations

Aquacell Invert D 6.260

Aquacell Invert E 5.233

Existing drainage ditch to be re-graded and excavated and 'aquacell' infiltration system installed

150mmØ overflow pipe located at top of Aquacell crate and linking to downstream crate

Existing drainage outfall to be connected to new drainage ditch

Foul sewer rising main to connect to existing public sewer manhole Ref 0702 in Cinders Lane subject to S106 Agreement with Southern Water

Existing drainage ditch to be re-graded and excavated and 'aquacell' infiltration system installed

150mmØ overflow pipe located at top of Aquacell crate and linking to downstream crate

Aquacell Invert K 5.92

C

Existing drainage ditch to be cleaned and regraded between A-C

Existing wall and gate to be removed

Existing ditch to be filled in as agreed

Cycle

Notes:

1.All levels are to local Datum.
2.All Highway works on or adjacent to existing public highway shall be executed in accordance with the Traffic Safety Code for Roadworks and Chapter 8 of the Traffic Signs Manual.
3.All the commencement of works on site the contractor is to carry out trial pits and liaise with Utility Companies in order to establish the exact position of all existing statutory utility plant in the vicinity of works and take adequate precautions or their protection.
4.The Contractor is to comply fully with the CDM Regulations in the course of constructing the works.
5.Highways in the vicinity of the works must be kept free from mud, debris and dust falling from vehicles or the wheels of vehicles connected with the works.
6.All crate and sewer pipes to be laid soffit to soffit, unless shown otherwise.
7.Minimum gradient for 100Ø SW is 1:100 and 100Ø FW is 1:80 with one WC connected otherwise 1:40. Bedding for domestic drainage Class B. All pipe runs near buildings to comply with the Building Regulations 2010 Part H.
8.Position of soil pipes, standing wastes, wc outlets etc. are shown on the Architect's working drawings. Rainwater downpipe positions are to be checked against Architects details to ensure compatibility. Rainwater downpipes to have rodding access facilities where surface water drainage passes under buildings.
9.All concrete and concrete products to be in accordance with BRE 365 for sulphates.
10.All slab levels shown are for guidance only and may need to be adjusted on site, subject to approval by the engineer.
11.Do not scale from this drawing, work only from stated dimensions or setting out details.
12.Refer to tables for manhole schedules.
13. Where paths falls towards the front door use suitable linear/slot drainage eyestem connected to surface water system as per architects details.
14. All plots to have gardens sloping away from properties otherwise interceptor drains to be installed.
15. Surface water drainage connected to catchit manhole prior to discharge to soakaway
16. Soakaways to be minimum 5.0m from dwelling foundations and 2.0m from boundary wall foundations. Boundary walls within 2.0m of soakaways to have reinforced foundations. Prior to construction of soakaways trial holes to be dug to the invert of base to establish ground water level.
17. This drawing is to be read in conjunction with all relevent engineering drawings issued by Escher Silverman and Crayfern Homes for this site only.
18. NOTE: No part of any headwall shall encroach into the profile of the receiving ditch.

LEGEND:

Foul Water Drainage Legend:

- Existing foul water sewer (sited in Station Road)
- Domestic foul water sewer and manholes
- Foul sewer rising main
- Foul water pumping station (not adopted)
- Type 2 - 1200mm Ø
- Type 3 - 450mm or 600mm Ø
- Type 4 Sheffen PPIC inspection chamber - 250mm Ø. Invert 750mm lower than FFL unless noted otherwise

Surface Water Drainage Legend:

- Type 2 - 1200mm Ø
- Type 6 - silt trap manhole
- Type C 1240 x 975 (see schedule)
- Type D 900 x 575 (see schedule)
- Domestic surface water drain with rodding eye.
- TYPE 3 - 450mm
- Type 5 - 450mm Silt Trap
- Unadopted highway gully
- Unadopted highway gully
- Aco drainage channel (installed at all garage entrances)
- Domestic trench soakways. Sizing determined by in-situ infiltration testing. Soakaways designed in accordance with Environment Agency criteria for 1 in 100years storm return +40% climate change and sited a minimum of 5.0m from new dwellings.
- Existing drainage ditch replaced with 'Aquacell' Plena infiltration/swale system adjacent to Cinders Lane. Inspection access points at 25 metre intervals. 150 mm dia overflow at high level as indicated.
- Aquacell 'Core attenuation tank with air valve
- Headwall discharge to ditch, Tracey Concrete pre-fabricated headwall or similar approved

Surfacing Legend:

- Block paved domestic drive
- Permeable block paved domestic drive Depth of sub base - 225mm
- Permeable block paved shared drive Depth of sub base - 320mm
- Permeable block paved access entrance Depth of sub base - 385mm
- Reinforced grass parking construction
- Flexible construction footpath/bridleway

Rev	Date	Details	Initials
N	18.08.21	'As Built' issue	KH
M	27.09.20	New FA & FR added to foul drainage	KH
L	21.07.20	INP added to Plots 12 & 40	KH
K	10.12.19	Drainage re-instated to earlier version	KH
J	27.12.18	Amendments to Access Track gully positions	KH
H	26.11.18	Entrance amended, re-alignment due to services	KH
G	27.11.18	Aquacell re-positioned adjacent to retaining wall foundations	KH
F	11.11.18	S13, HA, Southern Water note and aquacell levels added	KH
E	25.10.18	On site drainage adjustments	KH
D	13.08.18	Aquacell overflows added as requested by ACD drainage engineer	KH
C	29.07.18	Issued for tender	KH
B	27.03.18	Client revisions to layout (PATH REPOSITION)	KH
A	26.12.18	First issue	KH

Drawing Status: AS BUILT

Project: CINDERS NURSERY YAPTON

Client: Crayfern

Kazys Narbutas Consulting

Drawing Title: Engineering Details Drainage Layout

Drawn	Checked	Scales	Paper Size	Date
KN		1:250	A0	01.19
Job No.		Drawing No.		Revision
KNC1826		502-02		N

HEALTH & SAFETY ENVIRONMENTAL INFORMATION CDM Regulations 2015

In addition to the responsibilities normally associated with this type of work detailed on this drawing and shown by means of this hatching:

- Drawing is courtesy of the engineer. We draw it to the scales shown but do not warrant its accuracy. Contractors must check dimensions
- Drawing on this hard copies

It is assumed that all works will be carried out by a competent contractor employing whose competence is of appropriate national standards. Contractor is not relieved of any of his obligations under all applicable health and safety regulations.

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Appendix B

Manufacturer's Information

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Operation and maintenance recommendations

Commissioning the product

Before the product is commissioned, the chamber containing the ACO Q-Brake Vortex should be inspected in line with normal practice. Any debris or silt should be removed. Any visible fixing bolts should be checked.

If an internal blockage is suspected, the control can be inspected internally and cleaned out by opening the inspection bypass door on the upstream end. The bypass door must be returned to the closed position before the control becomes operational.

Frequency of inspection / maintenance

Inspections should be carried out at frequent and regular intervals (approximately every 3-6 months). The frequency will depend upon the location and the environment, and should be based on local knowledge. Action is only required in the event of a blockage or suspected blockage.

Maintenance plan

ACO Q-Brake Vortex flow controls require no routine maintenance although inspections should be carried out at regular intervals (See frequency of inspection / maintenance section).

Manual handling

ACO Q-Brake Vortex flow controls should be handled in accordance with current legislation and regulations:

- The Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- The Manual Handling Operations Regulations 1992

Service life

ACO Q-Brake Vortex flow controls have no moving parts to wear or fail. Manufactured from grade 304 stainless steel plate they will resist scour, degradation and chemical attack. The unit is designed to easily outlast the drainage system in which it is installed.

COSHH

ACO Q-Brake Vortex flow controls are manufactured from grade 304 stainless steel. This material is not regarded as hazardous to health and demonstrates no chemical hazard when used for the stated applications.

Recycled content

ACO Technologies aims to incorporate as much recycled material or waste material as is practicable in its manufactured products.

Typically steel products contain between 25% and 33% recycled content by weight. Therefore the total recycled content of the ACO Brake Vortex will contain be at minimum approximately 25% by weight recycled material.

ACO Q-Brake Vortex is intended for a long life with low maintenance, to reduce the need to recycle, but when eventually the product is no longer needed, much of its content can be readily recycled with a very low risk of pollution to the environment.

Model specification clause

The vortex flow control device shall be supplied by ACO Technologies plc; all materials and components within the scope of this system shall be obtained from this manufacturer.

All units shall be manufactured from grade 304 stainless steel incorporating rear mounted remote access bypass and emergency drain down door complete with stainless steel cable and fixings.

ACO Q-Brake Vortex is a vortex flow control device designed to suit a design head of #mm and design flow of # litres per second.

Insert information as appropriate

NBS Specification

ACO Q-Brake Vortex should be specified in section R12. Assistance in completing this clause can be found in the ACO Water Management entry in NBS Plus, or please contact the ACO Water Management Design Services Team.

Note: A specification in NBS format is available to download from www.thenbs.com or www.aco.co.uk

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10. PERFORMANCE AND MAINTENANCE

10.1 PERFORMANCE CHARACTERISTICS

10.1.1 SURFACE INFILTRATION RATES AND CLOGGING

The amount of water which can pass through a concrete block permeable pavement is dependent on the infiltration rates of joint filling, laying course and permeable sub-base materials, not the proportion of open area in relation to concrete surface. Geotextiles in the upper layers can also affect the infiltration rate. The percolation through joints will vary with the materials used but a typical value for newly laid block paving is 4,000mm/hour. The permeable sub-base aggregates will have a percolation rate many times this, at least 40,000 mm/hour.

Regardless of the high percolation rate of the aggregates used in the openings and base, a key consideration is the lifetime design infiltration of the entire pavement cross-section including the subgrade. There can be short-term variations resulting from water already contained and long-term reductions of infiltration. A conservative approach should always be taken when establishing the design infiltration rate of a pavement system.

The infiltration rate will decrease but stabilise with age, due to the build-up of detritus in the jointing aggregate. This effect is summarised in Figure 37 and it can be seen that long service lives can be expected from permeable pavements, which is borne out by experience of older pavements. To ensure a long service life, it is essential that care is taken to protect the pavement during construction and from landscape runoff.

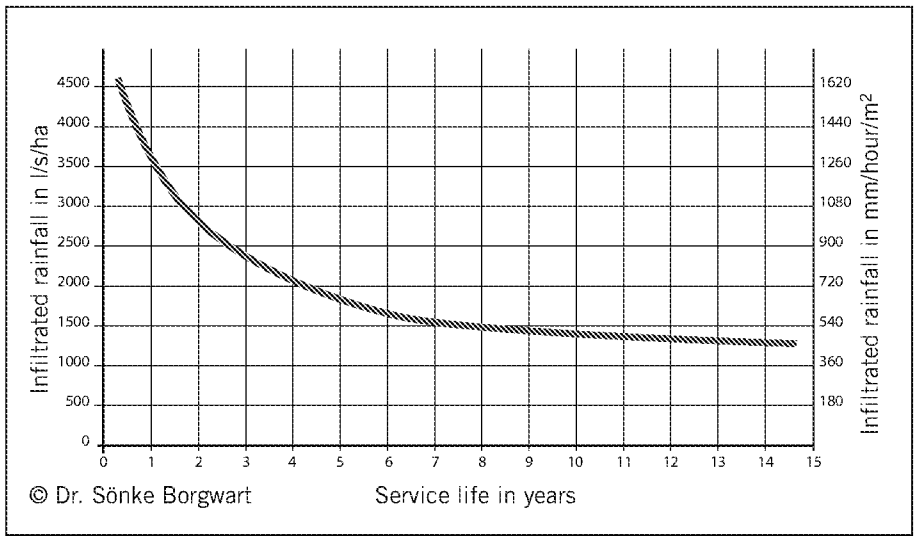

Figure 37: Typical reduction of surface infiltration rate over time.

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American and German experience recommends that the design infiltration rate through the surface should be 10% of the initial rate, to take into account the effect of clogging over a 20-year design life without maintenance.

Even after allowing for clogging, studies have shown that the long-term infiltration capability of permeable pavements will normally substantially exceed UK hydrological requirements. Therefore permeable pavements can be designed to handle both prolonged rainfall and short duration storms. CIRIA Report C 582 gives further information on measured infiltration rates.

10.1.2 FREEZING

It is tempting to believe that frost heave may be a problem, bearing in mind the intentional presence of water within the pavement structure. However, this is not the case as water drains through the pavement before there is time for it to freeze. Permeable pavements have been used successfully in particularly cold climates. In the unlikely event that freezing did occur, it generally does not develop in a uniform manner and this allows the water displaced by the expanding ice to move within the open graded permeable sub-base, thus limiting the heave effects on the pavement.

Frost heave does not occur if the pavement is designed correctly. If the pavement is full and prolonged freezing does occur (a virtually impossible combination as the pavements are designed to drain down quickly after a rainfall event) then ice mushrooms may appear at the surface in the joints between the blocks as the water expands in the pore spaces between the aggregate. The only record of this happening is in the Midwest of the USA where the winter climate is far more severe than the UK. It should not be an issue in a correctly designed pavement.

It is of note that one of the most comprehensive studies into the performance of permeable pavements undertaken in the USA by Ferguson (2005) failed to find an example of a permeable pavement in a cold climate that had failed due to frost damage. This included one example of a 550mm deep pavement in an area with frost penetration up to 1800mm that had not experienced any objectionable distortion over 10 years. It was also found that frost penetration was shallower below permeable pavements than conventional dense construction because of the insulating effect of the pavement.

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10.1.3 HEALTH & SAFETY AND ACCESSIBILITY

There is sometimes a perception that standing water in a permeable pavement can cause a potential health and safety issue, either due to stagnation of the water or freezing. This is not the case, as the systems are designed to drain quickly after a rainfall event and thus there should not be water standing for any significant period of time. In fact, concrete block permeable pavements provide a firm, level, well-drained surface that meet current accessibility requirements. Recent research in Ireland also shows that permeable pavements without slopes improve safety when using shopping trolleys in retail car parks, where discharged trolleys could run away into vehicles or pedestrians.

There is less risk of sheet ice forming on permeable pavements compared to normal pavements because puddles do not form on the surface. However hoar frosts may occur more frequently (CIRIA, 2001). Thus more frequent de-icing is required but with a lower rate of application to maintain a safe surface for traffic or pedestrians.

10.2 MAINTENANCE

As discussed previously, the infiltration rate of a permeable concrete block pavement will decrease but stabilise with age, due to the build-up of detritus in the jointing material. However, evidence to date suggests that infiltration rates always remain significantly higher than rainfall intensity, so, even without maintenance, there should be sufficient infiltration to accommodate rainfall events. Some manufacturers do recommend sweeping twice a year as a precaution against clogging, but this is no greater than is normally undertaken on traditional pavements. However experience suggests that this is rarely carried out on many sites and the permeable pavement is still working.

If the pavement does clog completely it may be possible to rehabilitate it using a road sweeper. Trials in the UK and France have shown that use of a jet wash and suction sweeper is more effective than a brush and suction sweeper at cleaning silt from the joints between blocks.

Most importantly, soil and other fine materials must be prevented from contaminating the pavement surface in the first place, for example with appropriate detailing as shown in Figure 33. Water ponding on the surface will almost certainly indicate that there is insufficient infiltration and the joints/voids may require sweeping clean or, in extreme cases, replacing.

As with conventional concrete block pavements, depressions, rutting and cracked or broken blocks, considered to be detrimental to the structural performance of the pavement or a hazard to users, will require appropriate corrective action.

Downloaded from http://www.paving.org.uk
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Appendix C

Inspection Records

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Appendix D

Management Company details, Maintenance Regime and Monitoring

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FILE COPY

CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **13362423**

The Registrar of Companies for England and Wales, hereby certifies that

THE POTTERIES (YAPTON) MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **28th April 2021**

N13362423B

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

ARUN DISTRICT COUNCIL Y/24/22/DOC

Companies House

IN01

Application to register a company

Received for filing on the: **09/04/2021**

AA221TO3

Company Name in full:	**THE POTTERIES (YAPTON) MANAGEMENT COMPANY LIMITED**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**APOLLO HOUSE MERCURY PARK WOOBURN GREEN HIGH WYCOMBE HP10 0HH**
Sic Codes:	**98000**
Principal activity description:	**Residents property management**

I wish to adopt entirely bespoke model articles.

Image generated from data provided on a paper filing for company number: **13362423**

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Proposed Officers

Company Director 1

Type:	**Person**
Full Forename(s):	**MR IAIN MITCHELL**
Surname:	**BROWN**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**UNITED KINGDOM**

Date of Birth: ****/07/1972** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	**Person**
Full Forename(s):	**MR KEVIN ANTHONY**
Surname:	**WAWMAN**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**UNITED KINGDOM**

Date of Birth: ****/02/1967** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

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Statement of Capital (Share Capital)

Class of Shares:	**ORDINARY**	*Number allotted*	**1**
Currency:	**GBP**	*Aggregate nominal value:*	**1.00**

Prescribed particulars

UNLESS AND UNTIL THE REDEEMABLE SHARE HAS BEEN REDEEMED, THE ORDINARY SHARES SHALL HAVE NO VOTING RIGHTS. ONCE THE REDEEMABLE SHARE HAS BEEN REDEEMED, THE ORDINARY SHARES SHALL BE ENTITLED TO RECEIVE NOTICE OF, ATTEND AND VOTE AT ANY MEETING OF THE COMPANY AND TO RANK PARI PASSU IN ALL RESPECTS AS REGARDS VOTING. THE COMPANY SHALL NOT HAVE THE POWER TO PAY OR DECLARE DIVIDENDS OR MAKE ANY DISTRIBUTION IN RESPECT OF THE ORDINARY SHARES EXCEPT ON A WINDING UP. THE ORDINARY SHARES HAVE NO RIGHT OF REDEMPTION AT THE OPTION OF THE COMPANY OR THE SHAREHOLDER.

Class of Shares:	**REDEEMABLE**	*Number allotted*	**1**
Currency:	**GBP**	*Aggregate nominal value:*	**1.00**

Prescribed particulars

THE REDEEMABLE SHARE SHALL BE ENTITLED TO RECEIVE NOTICE OF, ATTEND AND VOTE AT ANY MEETING OF THE COMPANY UNTIL IT HAS BEEN REDEEMED. THE COMPANY SHALL NOT HAVE THE POWER TO PAY OR DECLARE DIVIDENDS OR MAKE ANY DISTRIBUTION IN RESPECT OF THE ORDINARY SHARES EXCEPT ON A WINDING UP. THE REDEEMABLE SHARE SHALL BE REDEEMED AT PAR AT ANY TIME IN WHOLE OR IN PART AT THE OPTION OF THE COMPANY BUT IN ANY EVENT NO LATER THAN 30 DECEMBER 2031.

Statement of Capital (Totals)

Currency:	**GBP**	*Total number of shares:*	**2**
		Total aggregate nominal value:	**2.00**
		Total aggregate unpaid:	**0.00**

Initial Shareholdings

Name: **CRAYFERN HOMES LIMITED**

Address **APOLLO HOUSE MERCURY PARK WOOBOURN GREEN HIGH WYCOMBE HP10 0HH**

Class of Shares: **ORDINARY**

[redacted]

Name: **CRAYFERN HOMES LIMITED**

Address **APOLLO HOUSE MERCURY PARK WOOBOURN GREEN HIGH WYCOMBE HP10 0HH**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name:	**CRAYFERN HOMES LIMITED**
Service Address:	**APOLLO HOUSE MERCURY PARK WOOBURN GREEN HIGH WYCOMBE ENGLAND HP10 0HH**
Legal Form:	**PRIVATE COMPANY LIMITED BY SHARES**
Governing Law:	**COMPANIES ACT 2006**
Register Location:	**COMPANIES HOUSE**
Country/State:	**ENGLAND AND WALES**
Registration Number:	**02703219**

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Nature of control	**The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.**
Nature of control	**The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.**
Nature of control	**The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name:	**CRAYFERN HOMES LIMITED**
Authenticated	**YES**
Name:	**CRAYFERN HOMES LIMITED**
Authenticated	**YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

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COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE POTTERIES (YAPTON) MANAGEMENT COMPANY LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each Subscriber

CRAYFERN HOMES LIMITED

[redacted]

Acting as a Director for and on behalf of Crayfern Homes Limited

Dated 8 APRIL **2021**

[redacted]

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

THE POTTERIES (YAPTON) MANAGEMENT COMPANY LIMITED

(THE "COMPANY")

1. PRELIMINARY

1.1 The Regulations contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (such regulations hereinafter called "**Model Articles**") shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

1.2 Article 7 of the Model Articles shall be amended by:

1.2.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and

1.2.2 the insertion in article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may".

1.3 Regulation 20 of the Model Articles shall be amended by the insertion of the words "including the secretary (if any)" before the words "properly incur".

1.4 Regulation 29 of the Model Articles shall be amended by the insertion of the words "or in the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Regulation 28(2) after the words "the transmittee's name".

2. DEFINITIONS & INTERPRETATION

2.1 In these Articles of Association unless the context otherwise requires:

the "**Act**"	means the Companies Act 2006;
"**Articles**"	means these articles of association of the Company;
"**Business**"	shall include all things done lawfully by the Company pursuant to its objects set out in the Articles;
"**Conflict**"	as defined in Article 16.1;
"**Directors**"	means the directors of the Company for the time being;
"**Eligible Director**"	means a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
"**Members**"	means those persons holding shares in the Company of any class from time to time;
"**Mortgagee**"	shall have the meaning given in Article 8.1;
"**Development**"	means all the land and buildings situated on the development at The Potteries, Cinders Lane, Yapton, BN18 0JJ with title numbers: WSX99079, WSX230905, WSX230908, WSX271482, WSX280553, WSX356228, WSX413558, WSX413559, WSX60992, WSX256383 and

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WSX416526.

"**Ordinary Share**"	as defined in Article 4.1;
"**Owners**"	means any person with an interest in the leasehold or freehold estate of a Unit where such person: (1) was (a) either the transferee named in the original transfer to such Unit or (b) was a tenant to the original lease relating to such Unit; or (2) provided a deed of covenant in relation to such Unit, so that whenever two or more persons are for the time being Owners of a dwelling they shall for all purposes of these Articles deemed to constitute one Owner;
"**Redeemable Share**"	means the one share in the issued share capital of the Company at the date of adoption of these Articles referred to in Article 4.1;
"**Rules or Bylaws**"	shall have the meaning given in Article 20.1;
"**Shares**"	means shares in the capital of the Company of whatever class;
"**Shareholder's Notice**"	shall have the meaning given in Article 8.4;
"**Transfer Notice**"	shall have the meaning given in Article 8.1; and
"**Unit**"	means a residential or commercial unit constructed on the Development.

2.2 A reference to any statute or statutory provision in these Articles of Association shall be construed as references to that statute or statutory provision as from time to time amended, extended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of these Articles of Association) from time to time.

2.3 The term "**Article**" shall be deemed to include a reference to an Article within an Article.

2.4 Words and phrases used in these Articles the definition of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of these Articles.

2.5 In these Articles, words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and references to persons shall be construed so as to include any individual, firm, company, joint venture, association or partnership (whether or not having separate legal personality).

2.6 The headings to the Articles are inserted for ease of reference only and shall not affect its interpretation or construction.

3. OBJECTS

The objects for which the Company is established are:

3.1 to act as the management, maintenance and service company for any buildings and lands belonging to the Company or in which the Company is interested or in respect of which the Company may covenant to provide such service and for that purpose to contract with the tenants or occupiers of the properties and any properties adjoining or neighbouring the said lands and with any other persons in such terms as may from time to time be

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expedient with a view to enforcing covenants or stipulations binding upon or to be undertaken by such freeholders tenants occupiers or other persons in relation to the management maintenance and servicing of the said buildings and lands and to do all such acts deeds matters and things as may be necessary incidental or conducive to the due observance and performance of such covenants or stipulations or otherwise for the preservation or enhancement of the said buildings and lands;

3.2 to purchase lease or otherwise acquire buildings and areas of land;

3.3 to manage administer and deal with lands buildings and real property either as principal or as trustee nominee or agent of any other company or person;

3.4 to purchase or otherwise acquire or to trade in plant tools machinery and materials and all other effects of every description necessary or convenient in connection with any of the objects of the Company;

3.5 to retain or employ managing agents or professional technical or other advisers or workers in connection with the objects of the Company and to pay such remuneration for their services as may be reasonably required or thought expedient;

3.6 to borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as the Company may think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital;

3.7 to draw, make, accept, endorse, discount, negotiate, execute, and issue bills of exchange promissory notes and other negotiable and transferable instruments;

3.8 to receive money on deposit or loan upon such terms as the Company may approve and to give such guarantees and indemnities as the Company may think fit;

3.9 to enter into any arrangements with any government or authority supreme municipal local or otherwise or any person or company that may seem conducive to the objects of the Company or any of them;

3.10 to pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to its formation and registration or the issue of its capital;

3.11 to pay for any rights or property acquired by the Company or services given to the Company whether in cash or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise;

3.12 to invest and deal with the monies of the Company in any manner;

3.13 to formulate and enforce any rules and/or regulations in relation to the use, maintenance and enjoyment of any land owned by the Company; and

3.14 to do all such other things as may be incidental or conducive to the attainment of the above objects or are calculated to enhance the value of the property of the Company and the buildings thereon.

4. SHARE CAPITAL

4.1 The issued share capital of the Company at the date of these Articles is £2 divided into 1 ordinary share of £1 each (the "**Ordinary Share**"), and 1 redeemable share of £1 (the "**Redeemable Share**").

4.2 Save for the Ordinary Share issued to the initial subscriber each Ordinary Share shall relate to a different Unit forming part of the Development. The address of the holder for the purposes of the share certificate, the register of Members, and all purposes pursuant to the Articles shall be the postal address to which that Unit relates.

4.3 The Redeemable Share may only be held by the person who at the date of incorporation is the initial subscriber to the Company.

4.4 Subject to the provisions of the Act, the Company may purchase its own Shares and make a payment in respect of the purchase of its own Shares only out of distributable profits of the Company or the proceeds of a fresh issue of Shares.

4.5 Subject to the provisions of Part 18, Chapter 3, of the Act, the Redeemable Share shall be redeemed at par at any time in whole or in part at the option of the Company, but in any event no later than 30 December 2031.

4.6 Unless and until the Redeemable Share has been redeemed, the holders of the Ordinary Share shall not be entitled to attend nor vote at any meeting of the Company.

4.7 The Company may not allot any further redeemable shares after the date of adoption of these Articles.

4.8 Subject always to Article 4.6 the Redeemable Share and the Ordinary Share shall be separate classes of shares but save as otherwise provided in these Articles they shall rank pari passu per share in all respects.

5. ALLOTMENT OF SHARES

5.1 The Directors are generally and unconditionally authorised for the purposes of Sections 549 and 551 of the Act, to exercise any power of the Company to offer, allot or otherwise dispose of any Ordinary Share to Owners on such terms and conditions as they think proper up to the amount of the authorised share capital of the Company at the date of adoption of these Articles at any time or times during the period of 5 years from the date hereof and the Directors may after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Sections 549 and 551 of the Act), be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

5.2 In accordance with Section 567 of the Act, Sections 561 and 562 of the Act shall not apply to the Company.

6. LIENS, CALLS AND FORFEITURE OF SHARES

6.1 The Company shall have a first and paramount lien on every Share whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company payable at a fixed time or called in respect of that Share.

6.2 The Company may sell in such manner as the Directors determine, any Share which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Share or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with, the Shares may be sold.

6.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

6.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is present and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

6.5 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each Member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made), pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made

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upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made.

6.6 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

6.7 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

6.8 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.

6.9 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

6.10 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.

6.11 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

6.12 If the notice is not complied with any Share in respect of which it was given may, before the payment requirement by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

6.13 Subject to the provisions of the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share to that person.

6.14 A person whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificates for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of the forfeiture or for any consideration received on their disposal.

6.15 A statutory declaration by a Director or the Secretary of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all person claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by an irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share.

7. TRANSFER AND TRANSMISSION OF SHARES

7.1 Except as otherwise provided in these Articles, the Directors shall not register the transfer or transmission of any Ordinary Share except whether the transferee is the Owner of the Unit to which that Share relates.

7.2 The Directors may refuse to register the transfer of any Ordinary Share if they have not received a certified copy of any deed of covenant required by the title or lease of a Unit to be entered into by the transferee.

7.3 The price to be paid on the transfer of any Ordinary Share shall be the nominal value of such Ordinary Share.

7.4 If the holder of an Ordinary Share or his personal representatives, or his trustee in bankruptcy shall transfer the lease or freehold of the Unit, as the case may be, to which that Ordinary Share relates but shall not have executed a transfer of that Ordinary Share within seven days of the date of the deed of conveyance, assignment or transfer, the Secretary or any Director of the Company for the time being shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of that Ordinary Share to the Owner of the Unit to which that Ordinary Share relates (or, if the Ordinary Share does not relate to any Unit, the freeholder of the Development). The Company may give a good discharge for the price paid upon the transfer of such Ordinary Share and enter the name or names of the transferee of such Ordinary Share in the register of Members as the holder thereof.

8. TRANSFER BY MORTGAGEES

8.1 In the event of a person (the "**Mortgagee**") wishing to exercise a power of sale in respect of any Unit over which it has a mortgage or other financial charge and to which any Ordinary Share relates, the Mortgagee may serve a notice on the Directors requesting that the Ordinary Share which relates to that Unit be transferred (a "**Transfer Notice**").

8.2 The Transfer Notice shall identify:

8.2.1 the Unit to which the Ordinary Share or Shares relate;

8.2.2 the Member who is registered as the holder of the Ordinary Share or Shares;

8.2.3 the Mortgagee; and

8.2.4 the person to whom the Mortgagee wishes the Ordinary Share to be transferred who may, notwithstanding anything to the contrary in these Articles, be the Mortgagee but otherwise shall be the Owner of the Unit to which the Ordinary Share relates.

8.3 The Transfer Notice shall not be deemed to have been validly served until such time as the Directors have also been served with such evidence of the Mortgagee's interest in the Unit as they may reasonably require.

8.4 Within fourteen days of the service of a Transfer Notice, the Directors shall give to the holder of the Ordinary Share to which the Transfer Notice applies not less than fourteen nor more than twenty eight clear days notice (the "**Shareholder's Notice**") requiring that the certificates relating to the Ordinary Share be lodged with the Directors together with duly executed share transfer forms in favour of the person to whom the Mortgagee wishes the Ordinary Share to be transferred. The Shareholder's Notice shall state that if not complied with the Ordinary Share in respect of which it is served will be liable to be forfeited.

8.5 The Shareholder's Notice shall be a notice for the purposes of forfeiture, as referred to in Article 6.11, and Articles 6.11 to (and including) 6.15 shall apply to Ordinary Share in respect of which a Shareholder's Notice has been served as if a notice in respect of an unpaid call had been served on the Shareholder, save that, for the purposes of forfeiture following the service of a Shareholder's Notice, Article 6.13 shall be read as if the words "either to the person who was before the forfeiture the holder, or to any other person" were deleted and replaced with the words "to the person named as the desired transferee in the Transfer Notice".

9. PROHIBITED TRANSFERS

No Shares may be transferred otherwise than in accordance with the Articles. Any transfer made or purported to be made otherwise than in accordance with the Article shall have no effect between the parties to it and the Directors shall decline to register such a transfer.

10. PROCEEDINGS AT GENERAL MEETINGS

10.1 Unless and until the Redeemable share has been redeemed, the holders from time to time of the Ordinary Share shall not be entitled to receive notice of, attend nor to vote at any meeting of the Members. Thereafter the provisions of Articles 10.3 to 10.9 shall apply.

10.2 Until such time as the Redeemable Share is redeemed, the holder of the Redeemable Share shall be entitled to transact all business of the Company that would be transacted at a general meeting of the Company, if there was more than one Member entitled to receive notice of, attend and vote at such meetings, by way of written resolution.

10.3 Subject to Article 10.1, no business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Two Members present in person or by proxy shall constitute a quorum.

10.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall be dissolved. Regulation 41 of the Model Articles shall not apply.

10.5 Any written resolution of the Members may, in the case of a corporation, be signed on its behalf by a Director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

Proxies

10.6 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary (if any) thereof or by it's duly appointed attorney or duly authorised representative.

10.7 The instrument appointing a proxy to vote at a general meeting shall be deemed also to confer authority to vote on a poll and on a motion to adjourn the meeting.

10.8 Regulation 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles within 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with the instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

10.9 Regulation 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Regulation.

Poll votes

10.10 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act), present and entitled to vote at the meeting and Regulation 44(2) of the Model Articles shall not apply to the Company.

10.11 Regulation 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Regulation.

10.12 On a show of hands or on vote by a poll, in either case, at a general meeting of the Members, the holder of an Ordinary Share being an individual present in person or by proxy, or a corporation present by a duly authorised representative (such representative not himself a Member entitled to vote) or by proxy, shall have one vote.

11. COMMUNICATION BY MEANS OF A WEBSITE

11.1 Subject to the provisions of the 2006 Act, a document may be sent or supplied by the Company to a person by being made available on a website.

11.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

11.2.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

11.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

11.2.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

11.2.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

11.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

12. APPOINTMENT AND REMOVAL OF DIRECTORS

12.1 The number of Directors shall be at least one and, unless otherwise determined by ordinary resolution of the Company in general meeting, there shall be no maximum. If there is not more than one Director, the Director cannot also be the secretary.

12.2 No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director (other than the first Directors who shall not be required to be a Member). Regulations 17(1) to 17(3) of the Model Articles shall not apply to the Company. A duly appointed representative of a Member that is a body corporate shall be qualified to act as a Director under this Article by virtue of that Member holding a share in the Company.

12.3 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, but only if that appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

12.4 Subject to Section 168(2) of the Act, the Company may by ordinary resolution appoint a person who is willing to act as a Director either to fill a vacancy or as an additional Director.

12.5 The Company may remove any Director before the expiration of his period of office by passing an ordinary resolution in a general meeting but only if the Company has given twenty eight days notice of the resolution and complies with the other provisions of Sections 168 and 169 of the Act, and may by ordinary resolution appoint another Director in his place.

12.6 If a Director or secretary who is a Member transfers his Share, he shall be deemed to have resigned from office upon an executed share transfer form being lodged with the Company for the purpose of making such a transfer. The Directors may resolve to re-appoint a Director or secretary who resigns in accordance with this Article.

12.7 The Directors shall be entitled to such remuneration, in such form as the Company may be ordinary resolution determines and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day. Regulations 19(2) to 19(5) of the Model Articles shall not apply to the Company.

13. SECRETARY

13.1 The Directors may (although not required to do so) appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

14. PROCEEDINGS OF DIRECTORS

14.1 Any Director may call a Directors' meeting by giving not less than 7 days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary (if any) to give such notice and Regulation 9(1) of the Model Articles shall not apply to the Company.

14.2 Notice of a Directors' meeting shall be given to each Director in writing and Regulation 9(3) of the Model Articles shall not apply to the Company.

14.3 Subject to Article 14.4, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors (unless the Company has a sole Director, then for so long as the Company has a sole Director the quorum shall be one) and Regulation 11(2) of the Model Articles shall not apply to the Company.

14.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 to authorise a Directors' conflict, if there is only one Eligible Director in office other than the conflicted Director(s) the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

14.5 Questions arising at any meeting of the Directors or any committee shall be decided by a majority of the votes of the Directors present. Regulations 7(1) and 8 of the Model Articles shall not apply to the Company.

14.6 The chairman of Directors shall have a second or casting vote unless, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes. Regulation 13 of the Model Articles shall not apply to the Company.

14.7 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any persons meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located.

14.8 Anything which may be done by a resolution of the Directors at a meeting of the Directors may be done without a meeting and without any notice being required, by a resolution in writing signed by or on behalf of all the Directors who at the date of the resolution would be entitled to attend and vote at such meeting.

15. TRANSACTION OR OTHER ARRANGEMENTS WITH THE COMPANY

15.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

15.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

15.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors in respect of such contract or proposed contract in which he is interested;

15.1.3 shall be entitled to vote at a meeting of Directors or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

15.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

15.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement, with or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

15.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 525 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment.

16. DIRECTORS CONFLICT OF INTEREST

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed by them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

16.2 Any authorisation under this Article will be effective only if:

16.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other matter as the Directors may determine.

16.2.2 any requirement as to the quorum of the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

16.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

16.3.3 be terminated or varied by the Directors at any time.

For the avoidance of doubt this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

16.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

16.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

16.4.2 use or apply any such information in performing his duties as a Director;

where to do so would amount to a breach of that confidence.

16.5 Where the Directors authorise a Conflict they may (whether at the tie of giving the authorisation or subsequently) provide, without limitation, that the Director:

16.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

16.5.2 is not given any documents or other information relating to the Conflict; and/or

16.5.3 may or may not vote (or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

16.6 Where the Directors authorise a Conflict:

16.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

16.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

16.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

16.8 Regulation 14 of the Model Articles shall not apply to the Company.

17. POWERS OF DIRECTORS

17.1 The Directors shall not without the previous sanction of a special resolution of the Company sell or dispose of the Business or any part of such Business or any interest in land or buildings where a substantial part of the Business is for the time being carried on.

17.2 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

17.3 The Directors shall endeavour to carry on the Business in such a way that the Company, taking one year with another, makes neither a loss nor a profit but this Article shall not prevent the Directors from creating and setting aside a reserve fund for any reasonable general or particular purpose.

18. INDEMNITY

18.1 Subject to Article 18.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

18.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

18.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 18.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

18.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

18.3 In this Article:

18.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

18.3.2 a "**relevant officer**" means any Director or other officer or former Director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor.

18.4 Regulation 52 of the Model Articles shall not apply to the Company.

19. INSURANCE

19.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

19.2 In this Article:

19.2.1 a "**relevant officer**" means any Director or other officer or former Director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);

19.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, and any associated company; and

19.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

19.3 Regulation 53 of the Model Articles shall not apply to the Company.

20. RULES OR BYELAWS

20.1 The Directors may from time to time make such rules or byelaws ("**Rules or Byelaws**") as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular without prejudice to the generality of the foregoing, they shall by such Rules or Byelaws regulate:

20.1.1 the admission and classification of Members, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by Members;

20.1.2 the conduct of Members in relation to one another, and to the Company and to the Company's servants or agents;

20.1.3 the setting aside of the whole or any part or parts of the Development at any particular time or times or for a particular purpose or purposes;

20.1.4 the procedure at general meetings and meetings of the Directors and committees of the Directors insofar as such procedure is not regulated by the Articles; and

20.1.5 generally, all such matters as are commonly the subject matter of company rules or regulations appropriate to property of a similar nature and type as the Development

20.2 The Company in general meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all Members. But, any Rule or Byelaw inconsistent with, or affecting or repealing anything contained in, the Articles of shall be void and of no effect to the extent of such inconsistency, affect or repeal.

21. DIVIDENDS AND OTHER DISTRIBUTIONS

The Company shall not have the power to pay or declare any dividend or bonus or make any distribution of assets to the Members except on a winding up provided that nothing in this Article 21 shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the Company. Regulations 30 to 36 of the Model Articles shall not apply to the Company.

22. LIABILITY

The liability of the Members is limited.

Monitoring and Review Table

Revision	Revision Description	Date	Initials

ARUN DISTRICT COUNCIL Y/24/22/DOC