

DATED THIS 21 DAY OF November 2019

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) PIBWORTH HOLDINGS LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
relating to land on the north side of North
End Road Yapton West Sussex
Planning ref: Y/88/18/OUT

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON
Ref: CMS 7164

THIS DEED is dated 21 November 2019

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
- (3) **PIBWORTH HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 10544914 whose registered office is at Holywell Farmhouse Hodsoil Street Kent Sevenoaks TN15 7LE ("the Owner")

BACKGROUND

- (A) The Council is the local planning authority, and the local authority responsible for housing, public open space, equipped play space and sport and recreation facilities for the area in which the Property is situated
- (B) The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire and rescue services for the area in which the Property is situated.
- (C) The Owner is the freehold owner of the Property HM Land Registry comprised in the title numbers WSX392641 and WSX392229
- (D) The Planning Application was made by the Owner to the Council to develop the Property
- (E) This agreement is made as a Deed

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

Affordable Housing: means any form of housing identified within legislation the National Planning Policy Framework or a Ministerial Statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to: social rented housing affordable rented housing shared ownership housing intermediate housing (including intermediate rent, shared equity and low cost homes for sale)

Affordable Housing Units: means eleven (11) of the Units to be provided as Affordable Housing in accordance with the Permission

Affordable Housing Provider: means either one or a combination of:

- a) registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the Council list of Approved Affordable Providers (annexed as Appendix C); or
- b) any other provider of Affordable Housing who is approved by the Council in writing; or
- c) such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing

Affordable Housing Scheme: means a scheme to be submitted to the Council by the Owner and approved by the Council in accordance with paragraph 1.1 of the First Schedule

Affordable Housing Tenure Split: means a mix of tenure type whereby 8 of the Affordable Housing Units to be provided on the Property shall be provided as Affordable Rented Units and the remainder of the Affordable Housing Units shall be provided as Shared Ownership Units

Affordable Rented Units: means a form of Affordable Housing, involving homes being available at a rent level of up to 80% of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than the total of 1% plus the percentage increase in the CPI Index for the previous 12 months or in the event of any change to legislation in relation to affordable rent such other rent level which may be applicable at the time of each letting. "Affordable Rent Unit" and "Affordable Rent" shall be construed accordingly

Approved Body: means a Registered Provider being one of the Council's preferred partners or such other Registered Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council

Base Rate: the base rate from time to time of Barclays Bank plc

BCIS index: means the All in Tender Price Index of the Building Costs Information Service of the Royal Institute of Chartered Surveyors

CIL Regulations: means the Community Infrastructure Regulations 2010 (as amended)

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; erection of any fences and hoardings around the Property; and installation of pipes, lines, wires, cables and other equipment in, under or over the Property

Commence and Commences shall be construed accordingly.

Commencement Date: the date of the Commencement of Development ;

Common Parts: means all parts of the Property that are not intended to become adopted and maintainable at the public expense including but not limited to landscaped areas footpaths estate roads and land to be used as public open space from time to time provided or designated by the Management Company for the common or general use by or for the benefit of occupiers tenants or licensees of the Property and where appropriate their respective employees, agents and licensees and all others from time to time authorised by the Management Company

Completion Date: means the date notified by the Owner to the Council in writing which is (a) before the date of First Occupation of the final Unit and (b) no less than 10 Working Days after the date the Owner elects under paragraph 2.1.4 above to transfer the Open Space to the Council

CPI Index: means the Consumer Price Index published from time to time by the Office of National Statistics

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.

Estate Roads: means roads hammerheads and adjacent footways that are within the land as set out in Second Schedule Paragraph 8

Fire and Rescue Contribution: means a sum to be calculated and paid to County Council in accordance with paragraph 6 of Second Schedule to be used towards new anti-ventilation and UHP (ultra-high pressure) equipment which allows the fire service to control access and smoke penetration within West Sussex Fire Rescue Services Southern area serving the parish of Yapton.

First Occupation: means beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction, fitting out, marketing or in relation to security operations

First Occupation Date: means the date of which First Occupation occurs

Highways Contribution: means a sum to be calculated and paid to County Council in accordance with Second Schedule paragraph 7 to be used towards a Local Transport Improvement Programme. This will assist in progressing North End Road and school access enhancements to discourage parking in the vicinity of the site access and help address on-street parking issues.

Housing Mix: means the following Units which are Affordable Rented Units:

1 x 1-bedroom houses

3 x 2-bedroom houses

4 x 3-bedroom houses

and the following Units which are Shared Ownership Units:

1 x 1-bedroom houses

1 x 2-bedroom houses

1 x 3-bedroom houses

and the following Units which are Open Market Units:

6 x 2-bedroom houses

15 x 3-bedroom houses

6 x 4-bedroom houses

LAP: means a Local Area for Play for children of early school age which is to be provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000) or its successor Supplementary Planning Document

Library Contribution: means a sum to be calculated and paid to the County Council in accordance with paragraph 5 of the Second Schedule to contribute to a project to enhance library space with improved digital access at Littlehampton Library

Management Company: means a management company incorporated by the Owner to hold the freehold interest in the Common Parts

Monitoring Fees: means a contribution of £2700 (Two Thousand Seven Hundred Pounds) towards the Council's costs in monitoring compliance with this deed.

Nomination Agreement: means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Units containing provisions substantially in the form set out in the Appendix B to this Agreement

Nomination Rights: means the right of the Council to nominate occupiers to the Affordable Housing Units in accordance with the First Schedule to this Agreement

Open Market Units: means all those residential units to be constructed on the Property pursuant to the Planning Permission which are not Affordable Housing Units

Open Market Value: means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book) (the Owner may appoint a surveyor to determine the open market value of a Unit and this shall be conclusive evidence of the open market value for the relevant Unit)

Open Space Contribution: Means the Open Space and Play Areas Maintenance Commuted Sum

Open Space: means those areas of open space and amenity space including LAP to be provided within the Development the approximate location of which is to be shown on the Plan or such other areas as the Council may approve in

writing to be laid out in accordance with the Open Space Scheme approved by the Council

Open Space and Play Areas Maintenance Commuted Sum: means the sum of £13.51 per m² of the Open Space to be paid by the Owner to the Council if the Open Space are transferred to the Council in accordance with Paragraph 2 of the First Schedule (for the avoidance of doubt it is agreed that the Owner may appoint an independent measurer to measure the area of the Open Space and the independent measurer's determination of the area of the Open Space shall be final and binding on the parties)

Open Space Scheme: means a scheme to be submitted to the Council prior to Commencement of the Development setting out:

- a. the proposed timetable and programme for delivery of the Open Space to be provided at the Development by reference to the First Occupation of a certain number of Units at the Development or such other alternative trigger points for delivery of the scheme as may be approved by the Council in writing when approving the scheme
- b. a maintenance and management plan for any Open Space to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation
- c. details of the circumstances in which the Open Space may be closed to the public for maintenance, management, health and safety, and other reasons
- d. the Open Space Specification including specifications for the LAP

Open Place Specification: means the specification for the Open Space to be approved by the Council as part of the Open Space Scheme which is in turn approved by the Council in accordance with the provisions in paragraph 2.1.1 of the First Schedule (for the avoidance of doubt it is agreed that the Owner may appoint an independent measurer to measure the area of the Open Space and the independent measurer's determination of the area of the Open Space shall be final and binding on the parties)

Part 1 Conditions: Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision) and "Condition" means any one of them

Part 2 Conditions: Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision)

Plan: the plan attached as Appendix A

Planning Application: the application for full planning permission under reference number Y/88/18/OUT

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application

Primary Education Contribution: means a sum to be calculated and paid to County Council in accordance with paragraph 1 and 4 of the Second Schedule

to be used towards the provision of additional facilities at Yapton CofE Primary School

Property: the land at North End Road Yapton Arundel BN18 0DT shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) WSX392641 and WSX392229

Public Rights of Way Improvement Works: to upgrade the section of footpath 329 which runs through the Property and is shown on the Public Rights of Way Plan by a pink line to encourage users away from the development roadways to be carried out in accordance with Paragraph 8 of Schedule Two

Public Rights of Way Plan: the plan attached at Appendix D

Purchase Price: means £1 (if demanded)

Registered Provider: means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008

S38 Agreement: an agreement under section 38 of the Highways Act 1980

Secondary Education Contribution: means a sum to be calculated and paid to the County Council in accordance with paragraph 2 and 4 of the Second Schedule to contribute to additional facilities at St Philip Howard Catholic High School

Shared Ownership Lease: means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England (or any body which takes over their statutory functions) from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes England (or any body which takes over their statutory functions)

Shared Ownership Units: means a form of Affordable Housing, involving homes being available under a Shared Ownership Lease pursuant to Section 70(4) of the Housing and Regeneration Act 2008

Sixth Form Education Contribution: means a sum to be calculated and paid to the County Council in accordance with paragraph 3 and 4 of the Second Schedule to contribute to the classroom infrastructure at St Philip Howard Catholic High School Sixth Form

Specified Date: means the date on which the payment is actually made

TCPA 1990: Town and Country Planning Act 1990.

Unit: means a residential unit to be constructed on the Property pursuant to this Permission and "Units" shall be construed accordingly.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council and County Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 and section 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns. To the extent that they fall outside of the scope of Section 106 of the TCPA 1990 the covenants and obligations herein are entered into by the parties pursuant to Sections 111 and 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and the County Council (as appropriate) in accordance with section 106 of the TCPA 1990.

3. CONDITIONALITY

- 3.1 With the exception of clauses 2, 3, 10,11, 13, 16, 17, 19, 20, 21, 22 and 24 (which take effect immediately), this deed is conditional upon the later of:
- (a) the grant and issue of the Planning Permission; and
 - (b) the Commencement of Development.
- 3.2 In the event that the Planning Application or any planning condition is subject to an appeal then each planning obligation in this deed is also conditional upon:
- 3.2.1 The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
 - 3.2.1.1 Necessary to make the Development acceptable in planning terms; and
 - 3.2.1.2 Directly related to the Development; and
 - 3.2.1.3 Fairly and reasonably related in scale and kind to the Development; and
 - 3.2.1.4 Complies, in all other respects with Regulation 122 of the CIL Regulations

3.2.2 In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual planning obligation within the deed is not compliant with the CIL Regulations and/or the National Planning Policy Framework or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this deed and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

3.3 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released from any of the obligations in this deed that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.

4. THE OWNER'S COVENANTS

- 4.1 The Owner covenants with the Council so as to bind the Property to observe and perform the covenants, restrictions and obligations contained in First Schedule.
- 4.2 The Owners covenant with the County Council so as to bind the Property to perform the obligations as set out in Second Schedule.
- 4.3 The Owner covenants with the Council to give at least 7 Working Days written notice to the Council and the County Council of the Commencement Date and the First Occupation Date.

5. COVENANTS BY THE COUNCIL

- 5.1 The Council covenants with the Owner and County Council to observe and perform the covenants, restrictions and obligations contained in Third Schedule.
- 5.2 The Council covenants to grant the Planning Permission within 10 Working Days of the date hereof, provided the 10 working days does not include

6. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner and Council to observe and perform the covenants, restrictions and obligations contained in Fourth Schedule.

7. INDEXATION

7.1 Unless there is an express provision to the contrary the Owners agree with the County Council and Council that any sum payable by the Owners and referred to in First Schedule and Second Schedule shall be increased by the application of the following formula: $A = (B \times C) \text{ divided by } D$ which

a) in respect to the Council relates to

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this deed

C is the RPI Index for the month two months before a Specified Date

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

provided that C/D is equal to or greater than 1

b) in respect to the County Council relates to

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index for the quarter preceding the date of this Deed

provided that C/D is equal to or greater than 1

and Indexation shall be construed accordingly

7.2 Where reference is made to an index (including the RPI Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.

8. EXCLUSION OF LIABILITY

8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property or such

part of the Property to which the breach relates, except in respect of any breach subsisting prior to parting with such interest other than the Owner

- 8.2 No person shall be liable for any breach of any part of the covenant, restrictions or obligations contained in this Deed which relate to a part of the Property in which it does not have an interest other than the Owner
- 8.3 This Deed shall not be enforceable against any owner, occupier or tenant of any Unit constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 8.4 Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
- (a) Any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
 - (b) Any person to whom a Shared Ownership Lease is granted.
 - (c) Any person who has acquired either a reversionary interest or a new Shared Ownership Lease.
 - (d) Any Affordable Housing Provider or their successors in title save that the provisions of this deed in relation to Affordable Housing shall apply to an Affordable Housing Provider.
 - (e) Any mortgagee, chargee or receiver of an Affordable Housing Provider or any successor in title to such mortgagee chargee or receiver.
 - (f) Any statutory undertakers, service companies or other entities to whom any part of the Property may be transferred, let or otherwise disposed of for the provision of service media, electricity substations, pumping stations, gas governor stations or other similar matters.
- 8.5 Any legal charge entered into in respect of the Property or any part of the Property after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Deed that occurs prior to the mortgagee taking possession of the land

9. DETERMINATION OF DEED

The obligations in this deed shall cease to have effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied, withdrawn or revoked other than at the request of the Owner;
or
- (c) is quashed following a successful legal challenge.
- (d) is modified by any statutory procedure

10. LOCAL LAND CHARGE

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

11. COUNCIL'S COSTS

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

- (a) the Council's reasonable and proper legal costs of up to £2,000 (including VAT) together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- (b) the County Council's reasonable and proper legal costs of up to £2,000 (including VAT) together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

12. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council and/or County Council by the date it is due, the Owner shall pay the Council or the County Council (as appropriate) interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. OWNERSHIP

13.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

13.2 Until the covenants, restrictions and obligations in First Schedule have been complied with, the Owner will give to the Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of

PROVIDED THAT the Owner shall not be required to give notice of any change of ownership or disposal or grant of an interest in any Unit at the Property constructed pursuant to the Planning Permission

- 13.3 Until the covenants, restrictions and obligations in the Second Schedule have been complied with, the Owner will give to the County Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

PROVIDED THAT the Owner shall not be required to give notice of any change of ownership or disposal or grant of an interest in any Unit at the Property constructed pursuant to the Planning Permission

14. REASONABLENESS

Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

15. CANCELLATION OF ENTRIES

- 15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.
- 15.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 9 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

16. DISPUTES

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

17. NO FETTER OF DISCRETION

Nothing contained or implied in this deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority. Obligations contained in this deed are covenants for the purpose of section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

18. WAIVER

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

19. FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the this deed.

20. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

21. NOTICES

21.1 Any notice or other communication to be given under this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

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

- (a) to the Council at to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number
- (b) to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number:
- (c) to the Owner at Holywell Farmhouse Hodsoll Street Kent Sevenoaks TN15 7LE marked for the attention of Piers Bucknell and Zoe Bucknell and copied to Andrew Wilmot-Smith and Sophie Henwood at Boodie Hatfield LLP, 240 Blackfriars Road, London, SE1 8NW

or as otherwise specified by the relevant party by notice in writing to each other party.

21.3 Any notice or other communication given in accordance with clause 21.1 and clause 21.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

21.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

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

22. THIRD PARTY RIGHTS

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

23. VALUE ADDED TAX

23.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

- 23.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

24. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

25. MISCELLANEOUS

Insofar as any clause or clauses of this deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

26. FUTURE TCPA 1990 SECTION 73 CONSENTS

- 26.1 Subject to clauses 25.2 to 25.5 below, if any section 73 consent is granted after the date of this deed:

26.1.1 the obligations in this deed shall relate to and bind such section 73 consent; and

26.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the section 73 consent the development permitted by the section 73 consent and the section 73 consent itself;

- 26.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a section 73 consent and the appropriate planning obligations required in connection with the determination of the same;

- 26.3 to the extent that any of the obligations in this deed have already been discharged at the date that a section 73 consent is granted they shall remain discharged for the purposes of the section 73 consent;

- 26.4 the provisions of this clause 12 shall not apply to any section 73 consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this deed; and

- 2.4.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any section 73 consent if the Council (acting reasonably) considers it necessary to do so.

FIRST SCHEDULE

The Owners Covenants with the Council

The Owners covenant with the Council as follows:

1 AFFORDABLE HOUSING

- 1.1 That 30% of the Units (11 Affordable Units) shall be provided as Affordable Housing Units to be provided in accordance with the Affordable Housing Tenure Split.
- 1.2 Not to commence the construction of any Units at the Property until the Affordable Housing Scheme has been submitted to and approved by the Council.
- 1.3 To construct the Affordable Housing Units at the Development in accordance with the approved Affordable Housing Scheme.
- 1.4 Subject to the provisions of this paragraph 1 the Affordable Housing Units shall only be disposed of:
 - 1.4.1 by an Owner to an Affordable Housing Provider;
 - 1.4.2 by way of mortgage or charge;
 - 1.4.3 in accordance with the provisions in paragraph 1.6; or
 - 1.4.4 as part of a sale of the whole of the Property.
- 1.5 Subject to the following provisions of this paragraph 1 the Owners shall not cause or permit the First Occupation of more than fifty percent (50%) of the Open Market Units at the Development:
 - 1.5.1 prior to entering into a contract or contracts for the transfer of the Affordable Housing in the Development to an Affordable Housing Provider (such offer to have been made to the Affordable Housing Provider in accordance with the provisions of paragraph 1.6) and prior to the Affordable Housing Units being completed and ready for First Occupation; or
 - 1.5.2 where the First Offer and Second Offers (as defined in paragraph 1.6) have not been accepted, prior to the payment of the Commuted Sum pursuant to the provisions of paragraphs 1.7 and 1.8 below
- 1.6 **Mechanics of Transfer**
 - 1.6.1 The Developer must make an offer to enter into a contract to transfer the Affordable Housing Units to an Affordable Housing Provider (the identity of which is at the discretion of the Developer) on such terms as the Developer considers appropriate ("the First Offer")

- 1.6.2 The First Offer shall remain open for acceptance for no less than three (3) months ("First Offer Period") from the date of the First Offer being made.
- 1.6.3 In the event that the First Offer made in accordance with paragraph 1.6.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Housing Units to an Affordable Housing Provider (the identity of which is at the discretion of the Developer) ("Second Offer") not later than one (1) month after the expiry of the First Offer Period.
- 1.6.4 The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time or better terms than the First Offer and shall remain open for acceptance for no less than three (3) months ("Second Offer Period") from the date of the Second Offer being made.

Commutated Sum Payable If First And Second Offer Not Implemented

- 1.7 In the event that the Second Offer is not accepted within the Second Offer Period than the Owners may:
 - 1.7.1 on or before the First Occupation of 50% of the Open Market Units pay to the Council the Affordable Housing Commuted Sum whereupon once such sum has been paid to the Council the Owners and any successors in title shall be released from the provisions of this paragraph 1 insofar as it relates to the Affordable Housing Units and the Affordable Housing Units may be sold on the open market as Open Market Units; or
- 1.8 The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula:

X multiplied by Y = the Affordable Housing Commuted Sum

Where:

 - X= £80,000; and
 - Y= the number of Affordable Housing Units which will not be provided on the Property as part of the Development in accordance with the terms of this Agreement.

NOMINATION RIGHTS

- 1.9 To procure that the Registered Provider grants Nomination Rights to the Council to the First Occupation of the Affordable Housing Units

PROVIDED THAT if the Council do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing units have regard as far as possible to the following criteria:

- 1.9.1 any family association in the District of Arun in accordance with any relevant housing allocation policy;
- 1.9.2 any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
- 1.9.3 any employment opportunity in the District of Arun;
- 1.9.4 any other connection with the District of Arun;

but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Registered Provider.

- 1.10 To procure that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:

- 1.10.1 The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;
- 1.10.2 A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Units on the Property; and
- 1.10.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Unit.
- 1.10.4 A Condition that the Registered Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nominations Agreement with the Council

2 PROVISION OF PUBLIC OPEN SPACE

- 2.1 The Owners covenant with the Council that

- 2.1.1 Prior to the Commencement of Development to submit the Open Space Scheme, to the Council for approval.
- 2.1.2 Prior to First Occupation of the 1st Unit to obtain the written agreement of the Council to the Open Space Scheme.
- 2.1.3 Shall not cause or permit the First Occupation of the 25th Open Market Unit until the Open Space has been provided and laid out in accordance with the Open Space Specification.
- 2.1.4 Shall not cause or permit First Occupation of the 25th Open Market Unit until the Owner has notified the Council in writing as to whether it has elected to transfer the Open Space to:

- 2.1.4.1 a Management Company or such other third party which may be approved by the Council in writing, or
- 2.1.4.2 the Council (and if it so elects, the Completion Date for this transfer)
- 2.1.5 If the Owner under paragraph 2.1.4 above elects to transfer the Open Space to the Council, within 2 months of completion of the Open Space the Owner shall pay to the Council the Open Space and Play Areas Maintenance Commuted Sum.
- 2.1.6 If the Owner elects under paragraph 2.1.4 to transfer the Open Space to the Management Company, it shall effect the transfer of the Open Space upon the earlier of (a) First Occupation of the final Unit; and
(b) incorporation of the Management Company.
- 2.1.7 If the Owner elects under paragraph 2.1.4 above to transfer the Open Space to the Council ("the Option Notice"), the Owner will sell and the Council will buy the Open Space for the Purchase Price on the terms of this paragraph 2.1.7. The Council cannot require the Owner to transfer the Open Space in more than one parcel or by more than one transfer.
 - 2.1.7.1 Upon exercise of the Option Notice, the Part 1 Conditions will be incorporated in this agreement so far as they:
 - 2.1.7.1.1 apply to a sale by private treaty;
 - 2.1.7.1.2 relate to freehold property;
 - 2.1.7.1.3 are not inconsistent with the other clauses in this agreement; and
 - 2.1.7.1.4 have not been modified or excluded by any of the other clauses in this agreement.
 - 2.1.7.2 The terms of this agreement have the same meaning when used in the Part 1 Conditions.
 - 2.1.7.3 References in the Part 1 Conditions to:
 - 2.1.7.3.1 "seller" means the Owner;
 - 2.1.7.3.2 "buyer" means the Council; and
 - 2.1.7.3.3 "property" means the Open Space.
 - 2.1.7.4 Upon exercise of the Option Notice, the Part 2 Conditions will not be incorporated into this agreement.
 - 2.1.7.5 The following Conditions are amended:
 - 2.1.7.5.1 Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Completion Date as defined by this agreement;
 - 2.1.7.5.2 Condition 1.1.1(p) so that reference to working day in Condition 1.1.1(p) is to Working Day as defined in this agreement;
 - 2.1.7.5.3 Condition 1.1.3(b), so as to read "in the case of the seller, even though a mortgage remains secured on the

- property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case";
- 2.1.7.5.4 Condition 9.1.1 by the deletion of the words "Completion date is twenty working days after the date of the contract";
- 2.1.7.5.5 Conditions 9.1.2 and 9.1.3, by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm;
- 2.1.7.5.6 Condition 9.4, so as to add "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion";
- 2.1.7.5.7 Condition 9.7 so as to read "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder"; and
- 2.1.7.5.8 Condition 10.1, so the first paragraph reads, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:".
- 2.1.7.5.9 The following Conditions will not apply: 1.1.4(a); 1.2; 1.3; 1.5; 2.1; 2.2; 3.2.1; 3.2.2; 4.1.1; 4.1.2; 4.1.3; 7.1; 7.2; 7.3.1; 7.4.2; 7.6.5(b); 8.2.2; 8.2.3; 8.2.4(b); 9.2.1; and 9.8.3
- 2.1.7.6 The Owner's title to the Open Space has been deduced to the Council before the date of this Agreement and the Council is deemed to have full knowledge of the Owner's title to the Open Space and is not entitled to raise any objection, enquiry, requisition or claim in relation to it.
- 2.1.7.7 The transfer to the Council:
- 2.1.7.7.1 a declaration as to the title guarantee with which the transfer is made
- 2.1.7.7.2 a provision that the disposition effected by the transfer is made subject to all the matters to which this agreement is made subject as set out in Condition 3.1.2
- 2.1.7.7.3 a provision that all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Council for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act;

2.1.7.7.4 provision that the Open Space will not, by virtue of the transfer, have any rights or easements or the benefit of any other matters over land retained by the Owner and a provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Owner except as expressly mentioned in or created by the transfer;

2.1.7.7.5 a covenant by the Owner by way of indemnity only, on its own behalf and on behalf of its successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of WSX392229 and WSX392641 in so far as they are subsisting and capable of taking effect and will keep the Owner indemnified against all proceedings, costs, claims and expenses arising from any failure to do so

2.7.8 The Owner and the Council will execute the transfer in original and counterpart.

2.1.7.9 In the event of exercise of the Option Notice, completion will take place on the Completion Date.

3 Monitoring Fee

3.1 To pay to the Council on ^{Commencement of Development} ~~completion of this Deed~~ the Monitoring Fee 

SECOND SCHEDULE

The Owner's Covenants with the County Council

1 PRIMARY EDUCATION CONTRIBUTION

- 1.1 Prior to First Occupation to pay to the County Council the Primary Education Contribution.
- 1.2 Not to cause or allow the First Occupation before the Primary Education Contribution has been paid to the County Council.

2 SECONDARY EDUCATION CONTRIBUTION

- 2.1 Prior to First Occupation to pay to the County Council the Secondary Education Contribution.
- 2.2 Not to cause or allow the First Occupation before the Secondary Education Contribution has been paid to the County Council.

3 Sixth Form EDUCATION CONTRIBUTION

- 3.1 Prior to First Occupation to pay to the County Council the Sixth Form Education Contribution.
- 3.2 Not to cause or allow the First Occupation before the Sixth Form Education Contribution has been paid to the County Council.

4 School Infrastructure Financial Contribution

- 4.1 The Primary Education Contribution shall be £128,359; the Secondary Education Contribution shall be £138,146; the Sixth Form Education Contribution shall be £32,362 if the reserved matters application for the Development is for the Housing Mix otherwise the Primary Education Contribution, Secondary Education Contribution and Sixth Form Education Contribution shall be calculated by reference to the following formula

$(\text{DfE figure (Primary)} \times \text{ACP}) + (\text{DfE figure (Secondary)} \times \text{ACP}) + (\text{DfE figure (Sixth Form)} \times \text{ACP}) = \text{Education Contribution where:}$

Note: x = multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Units, less any allowance for Affordable Housing Units, as approved by a subsequent reserved matters planning application. The following criteria are used to generate a child product:

Unit Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed =	3.0	2.8	

Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6); 5 for secondary (years 7 to 11); 2 year groups for sixth form (years 12 to 13). For sixth form, a factor of 0.54 is applied to the child product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

DfE Figure = Department for Education (DfE) building costs per pupil place, as adjusted for the West Sussex area (which are £18370 – Primary, £27,679 – Secondary; £30019 – Sixth Form respectively).

The parties agree that the Primary Education Contribution, Secondary Education Contribution and the Sixth Form Education Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Charlotte Nash to Sophie Henwood on 30 May 2019 at 09:52 which is based on the above formula and utilising the figure that this spreadsheet determines which will be subject to indexation

5 LIBRARY CONTRIBUTION

Jemma Frankland

From: Charlotte Nash
Sent: 30 May 2019 09:52
To: [REDACTED]
Subject: RE: Pibworth Holdings - Land North of Yapton C of E Primary School North End Road Yapton - Y/88/18/OUT [BH-LIVE.FID1613595]
Attachments: Copy of s106_calculator_arun.xlsx; Section 106 Agreement BH 14_5_2019 (2) WCC amends 29.5.19.DOCX

Dear Sophie,

My client has agreed on this occasion to use the same wording as used for the neighbouring site for this agreement.

I have amended the last draft I sent across to reflect this, however, a new spreadsheet should be amended to be referenced to in the agreement as some of the cost multipliers have changed for 2019/20 rather than the spreadsheet appended to the email between yourself and Katie Kam.

I have attached an up to date spreadsheet.

Kind Regards

Charlotte Nash | Legal Assistant, Environment | West Sussex County Council

ORPIS
public law

*The Legal Services of Brighton and Hove City Council, East Sussex County Council,
Surrey County Council and West Sussex County Council working in partnership*

Infrastructure Contributions towards West Sussex County Council Services

ARUN

NOTE - Always refer to WSCC for the latest spreadsheet

[Last Template Revision - 23.04.2019]

DC ref:	WSCC Code
Address	
Residential details from application	
Any comments	

Table below contains TOTAL housing mix. Contributions are determined by the NET dwellings increase

Private Houses					Social Rented Houses				Other Social Houses - Shared Equity etc				Houses demolished			
Dwelling Size	Occupancy rate	Number	Persons		Dwelling Size	Number	Persons		Dwelling Size	Number	Persons		Dwelling Size	Number	Persons	
1 bed	1.5		0		1 bed		0		1 bed		0		1 bed		0	
2 bed	1.9		0		2 bed		0		2 bed		0		2 bed		0	
3 bed	2.5		0		3 bed		0		3 bed		0		3 bed		0	
4+ bed	3.0		0		4 bed		0		4 bed		0		4 bed		0	
Totals		0	0		Totals	0	0		Totals	0	0		Totals	0	0	

Private Flats					Social Rented Flats				Other Social Flats - Shared Equity etc				Flats demolished			
Dwelling Size	Occupancy rate	Number	Persons		Dwelling Size	Number	Persons		Dwelling Size	Number	Persons		Dwelling Size	Number	Persons	
1 bed	1.3		0		1 bed		0		1 bed		0		1 bed		0	
2 bed	1.9		0		2 bed		0		2 bed		0		2 bed		0	
3 bed	2.4		0		3 bed		0		3 bed		0		3 bed		0	
4+ bed	2.8		0		4 bed		0		4 bed		0		4 bed		0	
Totals		0	0		Totals	0	0		Totals	0	0		Totals	0	0	

Dwellings Proposed	0
Dwellings Demolished	0
NET Dwellings Proposed	0

Worksheet completed by:

 on:

WSCC SERVICES

Net Population Increase	0.0
-------------------------	-----

EDUCATION

Adjusted Population	0.0
*Child Product	0.0000

Education Locality	
--------------------	--

LIBRARIES, FIRE & RESCUE SERVICE AND HOUSEHOLD WASTE & RECYCLING

**Adjusted Population	0.0
***Adjusted Dwellings	0

Library Locality	
------------------	--

The calculations above allow for deductions as applicable for :

EDUCATION

Adjusted Population - 1 Bed dwellings deleted as assuming no children living there
Social Rented Housing - population (excluding shared equity schemes) to be excluded as future occupants are assumed to be living locally and already service users

1 Bed dwellings - NIL child product for those not already excluded as social rented;

NB Sheltered and 55+ Age Restricted Housing - Calculations ignored - Nil child product assumed

*Child Product - Adjusted population (taking account of above discounts) multiplied by average child product for houses of 14 children per year of age per 1000 persons and for flats of 5 children per year of age per 1000 persons

NET Population Increase - Population Increase in dwellings proposed minus population in Dwellings Demolished

**LIBRARIES and FIRE AND RESCUE SERVICE - Adjusted Population

Social Rented Housing - population (excluding shared equity schemes) to be excluded as future occupants are assumed to be living locally and already service users

Demolition - Population lost

***HOUSEHOLD WASTE AND RECYCLING - Adjusted Dwellings

NET dwellings proposed excluding Social Rented housing

Worksheet completed by: 0

on: 00/01/1900

page 2 of 4

Calculation of Contributions IF Applicable - WSCC Service Departments to Confirm Need

Education contribution

	Year Groups	Ages	Cost Multiplier see note (i)	Child Product	Places Required	Per Year	Total
Primary	7	4 to 11	£18,370	0.0000	0.0000	0	£0
Secondary	5	11 to 16	£27,679	0.0000	0.0000	0	£0
6th Form see note (ii)	2	16 to 18	£30,019	0.0000	0.0000	0	£0

Notes:

- (i) West Sussex regionally adjusted DfE school building costs per pupil place for 2018/19, adjusted by RICS BCIS All-In TPI Index
- (ii) WSCC Average progression from year 11 to 12&13 - 54% x child product

Libraries contribution

Contributions According to Library Type - International Federation of Library Associations Floorspace/Service Standards

	Catchment Population	Extra space sq. m per 1000 persons	Adjusted Projected Population Increase	Additional Space Required	Cost Multiplier	Total
Angmering/Arundel/East Preston/Ferring/Findon Valley/Tier 7 sites	<10,000	35	0.0	0.00	£5,384	£0
Rustington/Willowhale	10-20,000	35	0.0	0.00	£5,384	£0
Bognor Regis/Littlehampton	30-65,000	30	0.0	0.00	£5,384	£0

Notes:

WSCC est'd cost of providing relatively small additions to the floorspace of existing library buildings (£5,252 per square metre as at 2018/2019). Where major capital projects are programmed the basis of calculating the contribution is related to the estimated cost of the project.

Worksheet completed by: 0

on: 00/01/1900

Fire & Rescue Service contribution

Southern Service Division			
	Projected Population 2016****	Adjusted Projected Population Increase	Cost Multiplier
Adur	60,529		
Arun	152,409		
Chichester	115,818		
Worthing	100,891		
Totals	429,647	0.0	£15
			£0

Southern Division Costs

Relocation of Littlehampton Fire Station	£4,000,000
Extension to Bognor Regis Fire Station (New Dimensions Facility)	£400,000
Training tower Findon Fire Station	£1,000,000
Roof ladder Training Rig	£80,000
Total	£5,530,000

Household waste and recycling sites contribution - At present not requesting contribution in Arun

Adjusted number of households in the development	0
Cost per household of providing the service (2007/08)	£100
Contribution required	£0

Notes:

WSSC est'd cost of providing relatively small additions to the floorspace of existing Fire Station buildings (£4,160 per square metre as at 2008/2009).

Where major capital projects are programmed the basis of calculating the contribution is related to the estimated cost of the project.

All cost estimates of projects are for 2008/2009 and will be subject to review.

The cost multiplier is calculated by dividing the total cost of necessary fire and rescue infrastructure by the projected population of the division in question by 2016

**** Projected Population 2016 source: WSSC projections, based on ONS mid-year estimate for 2006.

The installation costs of fire hydrants are excluded from the above and will continue to be required on developments as a direct cost to the developer as required under the Fire Services Act 2004

Worksheet completed by: 0

on: 00/01/1900

page 4 of 4

- 5.1 Prior to First Occupation to pay to pay to the County Council the Library Contribution.
- 5.2 Not to cause or allow First Occupation before the Library Contribution has been paid to the County Council.
- 5.3 The Library Contribution shall be £11,759 if the reserved matters application for the Development is for the Housing Mix otherwise the Library Contribution will be calculated as per the formula set out in 5.4
- 5.4 $L \times AP = \text{Library Contribution where:}$

Note: x = multiplied by.

AP (Additional Persons) = The estimated number of additional persons generated by the development calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for Affordable Housing Units as approved by a subsequent reserve matters planning application. The following criteria are used to generate the number of additional persons:

Unit Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

L = Extra library space in sqm. per 1,000 population x the library cost multiplier (which are 30 sq.m and £5,384 per sqm respectively).

The parties agree that the Library Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Charlotte Nash to Sophie Henwood on 30 May 2019 at 09:52 which is based on the above formula and utilising the figure that this spreadsheet determines which will be subject to indexation

6 FIRE AND RESCUE CONTRIBUTION

- 6.1 Prior to the Commencement of Development to pay to the County Council the Fire and Rescue Contribution.

6.2 Not to cause or allow the Commencement of Development before the Fire and Rescue Contribution has been paid to the County Council.

6.3 The Fire and Rescue Contribution shall be £1,092 if the reserved matters application for the Development is for the Housing Mix otherwise the Fire and Rescue Contribution will be calculated as per the formula set out in 6.4

6.4 $Y \times Z$ = Fire and Rescue Contribution where:
Note: x = multiplied by.

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Units, less any allowance for Affordable Housing Units as approved by a subsequent reserved matters approval. The following criteria are used to generate the increase in the population:

Unit Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed =	3.0	2.8	

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which is £15 for the Southern Service Division of West Sussex)

The parties agree that the Fire and Rescue Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Charlotte Nash to Sophie Henwood on 30 May 2019 at 09:52 which is based on the above formula and utilising the figure that this spreadsheet determines which will be subject to indexation

7 HIGHWAYS CONTRIBUTION

7.1 Prior to Commencement of Development to pay to the County Council the Highways Contribution.

7.2 Not to cause or allow Commencement of the Development before the Highway Contribution has been paid to the County Council.

7.3 Highways Contribution shall be the sum of £71,127 (seventy one thousand one hundred and twenty seven pounds).

7.4 The Highways Contribution shall be subject to Indexation

8. Public Rights of Way Improvement Works

8.1 Prior to First Occupation to agree in writing the specification of the Public Rights of Way Improvement Works with the County Councils Public Rights of Way Team

8.2 The Public Rights of Way Improvement Works must use a suitable year round surface and ensure the footpath is a width of at least 3m

8.3 Prior to First Occupation to complete the Public Rights of Way Improvement Works at the Owners expense

8.4 nothing in this agreement shall be construed as restricting or releasing the Owners from their on-going responsibility as landowners, under rights of way law, towards the public rights of way on their land including maintenance and requirement to obtain consent for temporary closure of the public right of way during any works

9 Estate Roads

9.1 Prior to Commencement of Development to submit to the County Council for approval a plan showing the intended status of the Estate Roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways and footpaths and cycleways that will be offered for adoption under S38 of the Highways Act). Any plan should also include details of surfacing, materials and construction of the Estate Roads

9.2 In the event that all or part of the Estate Roads are not to be offered for adoption then prior to First Occupation to submit to County Council:

9.2.1 the name and contact details of the person or persons responsible for maintaining the Estate Roads; and

9.2.2 a schedule for approval of the street furniture and a regime of maintenance

9.3 It is agreed with County Council that all Estate Roads that are intended to be privately maintained shall be

- 9.3.1 constructed to a standard that is suitable for its intended use;
- 9.3.2 maintained by the Owner or Management Company at their own expense in good and substantial repair and condition; and
- 9.3.3 Shall not be dedicated by the Owner or Management Company as a public highway or become a (private street) as defined in the New Roads and Street Works Act 1991
- 9.4 Upon completion of the construction of the Estate Roads not being adopted under a S38 Agreement the Owner will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that construction of the privately maintained Estate Roads have been designed and built to a suitable standard for their intended use
- 9.5 The Owner and any Management Company covenants with County Council:
 - 9.5.1 that the privately maintained Estate Roads shall remain at all times available for use by both residents of the Development and members of the public, in the latter case without charge; and
 - 9.5.2 to erect and maintain signs in positions agreed with County Council advising the public that they are permitted to use the privately maintained Estate Roads on foot and by bicycle but that it is not a public highway so as to prevent the dedication of the privately maintained Estate Roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways 1980 or otherwise)

THIRD SCHEDULE

The Council Covenants

The Council covenants with the Owner as follows:

- 1 Open Space Contribution
 - 1.1 Upon receipt of the Open Space Contribution under paragraph 2 of First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply

- the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Open Space Contribution to issue to the party that paid the Open Space Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the Open Space Contribution has been expended by the Council.
- 1.3 If or to the extent that any of the Open Space Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Open Space Contribution any unexpended part of any of Open Space Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Open Space Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Open Space Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Open Space Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Open Space Contribution in the manner set out in paragraph 1.3 of this Schedule

FOURTH SCHEDULE

County Council Covenants

The County Council covenants with the Owner as follows:

- 1 Primary Education Contribution
- 1.1 Upon receipt of the Primary Education Contribution under paragraph 1 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the Primary Education Contribution to issue to the

party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.

- 1.3 If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall, upon written request, on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 1.3 of this Schedule

2 SECONDARY EDUCATION CONTRIBUTION

- 2.1 Upon receipt of each instalment of the Secondary Education Contribution under paragraph 2 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 2.2 Upon written request on or after ten (10) years of the date of receipt of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.

- 2.3 If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall, upon written request, on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.
- 3 Sixth Form Education Contribution
- 3.1 Upon receipt of the Sixth Form Education Contribution under paragraph 3 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 3.2 Upon written request on or after ten (10) years of the date of receipt of the Sixth Form Education Contribution to issue to the party that paid the Sixth Form Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Sixth Form Education Contribution has been expended by the County Council.
- 3.3 If or to the extent that any of the Sixth Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall, upon written request, on such date refund to the party that paid the Sixth Form Education Contribution any

unexpended part of any of Sixth Form Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

- 3.4 If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Sixth Form Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Sixth Form Education Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Further Education Contribution in the manner set out in paragraph 3.3 of this Schedule.

4 LIBRARY CONTRIBUTION

- 4.1 Upon receipt of the Library Contribution under paragraph 5 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 4.2 Upon written request on or after ten (10) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
- 4.3 If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 above the County Council shall, upon written request, on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 4.4 If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract

or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 4.3 of this Schedule.

5 FIRE AND RESCUE CONTRIBUTION

- 5.1 Upon receipt of the Fire and Rescue Contribution under paragraph 6 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 5.2 Upon written request on or after ten (10) years of the date of receipt of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.
- 5.3 If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall, upon written request, on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of Fire and Rescue Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 5.4 If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 5.2 of this

Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 5.3 of this Schedule.

6. HIGHWAYS CONTRIBUTION

- 6.1 Upon receipt of the Highways Contribution under paragraph 7 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Property.
- 6.2 Upon written request on or after ten (10) years of the date of receipt of the Highways Contribution to issue to the party that paid the Highways Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Highways Contribution has been expended by the County Council.
- 6.3 If or to the extent that any of the Highways Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.2 above the County Council shall, upon written request, on such date refund to the party that paid the Highways Contribution any unexpended part of any of Highways Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 6.4 If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Highways Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Highways Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Highways Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Highways Contribution in the manner set out in paragraph 6.3 of this Schedule.

7. CALCULATIONS OF CONTRIBUTIONS

- 7.1 Within 28 days of the Owner's request (which shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Primary Education Contribution due to the County Council.

- 7.2 Within 28 days of the Owner's request (which shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Secondary Education Contribution due to the County Council.
- 7.3 Within 28 days of the Owner's request (which shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Sixth Form Education Contribution due to the County Council.
- 7.4 Within 28 days of the Owner's request (which shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Library Contribution due to the County Council.
- 7.5 Within 28 days of the Owner's request (which shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Fire and Rescue Contribution due to the County Council.

Appendix A Location Plan



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Client's Name
Pitworth Holdings Limited

Land at Stakers Farm,
North End Road, Yapton

Drawing Title
Location Plan

1:1250 @ A3

Drawn	Checked	Date
PR	KE	18.05.17
Job No	Drawing No	Rev
6468	04	A

PRELIMINARY

A. 01.11.08 Boundary Street, London		201	CE
Rev	Drawn	Revision Details	By
		London: 76 Great South Street, London, SE1 0PB T 0203 926 2775 E info@ecearchitecture.co.uk Stevenage: Basildon, Chelmsford, 11 Gaining Road, Wivenhoe, West Sussex, BN17 4ND T 01902 249277 E stevenage@ecearchitecture.co.uk Bristol: 31-33 High Green, Bristol, BS1 2JY T 0117 515 8557 E bristol@ecearchitecture.co.uk	
		ECE Architecture www.ecearchitecture.co.uk	
		0117 515 8557	
		0117 515 8557	
		0117 515 8557	

Appendix B Nomination Agreement

THIS DEED OF NOMINATION RIGHTS is made the day of 20

BETWEEN

- (1) ("the Registered Provider "RP")
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN15 7LF ("the Council")

1 DEFINITIONS

In this Deed:

- 1.1 "Initial Let" means the first tenancy of such newly constructed and previously unoccupied Rented Unit.
- 1.2 "Nominee" means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.
- 1.3 "Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).
- 1.4 "Property" means the land at West Sussex shown edged red on the attached plan.
- 1.5 "Rented Units" means residential units in the form of flats/houses (which are not designated as Shared Ownership Units as defined in the Section 106 Agreement dated [] between (1) Arun District Council (2) West Sussex County Council and (3) Pibworth Holdings Limited).
- 1.6 "Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.
- 1.7 "Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the RP and containing terms which accord with the form of Tenancy Agreement being used by the RP from time to time for its general lettings.
- 1.8 "Vacancy Notice" means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Deed) the function of such notice being the notification

to the Council by the RSL that the construction and fitting out of the Rented Unit is completed.

1.9 "Void" means a Rented Unit which is vacant otherwise than as a result of the tenant having:

1.9.1 moved to other accommodation either by transfer or decant provided by the RP;

1.9.2 moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

1.10 "Void Notice" means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

3.1 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.

3.2 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

3.3 The Council shall within ten Working Days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees. The Council is entitled to provide Nominees for all Initial Lets.

3.4 The Nomination List to be served by the Council under clause 3.3 shall:

3.4.1 specify the appropriate category of Rented Unit to which it relates; and

3.4.2 indicate the priority for the housing of the Nominees.

- 3.5 The RP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of ten Working Days of receipt of the Vacancy Notice.
- 3.6 The RP shall within five Working Days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five Working Days of receipt of the RP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RP shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.9 The RP's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:
- 3.10.1 the RP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within ten Working Days of receipt of the said notice the Council shall serve upon the RP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within ten Working Days of receipt of the Void Notice.

- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RP shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RP shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.14 The RP shall give notification to the Council of the occurrence of the following events within five Working Days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 Working Days of an offer being made;
 - 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
 - 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
 - 3.14.4 a person accepting an offer of a tenancy from the RP;
 - 3.14.5 the RP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within ten Working Days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RP of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

- 3.19 On 1 April 1 July 1 October and 1 January in each year the RP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the Council.
- 3.20 The RP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RP the grant of an Assured Tenancy to such Nominee would be in contravention of the RP's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.23 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.
- 4 NOTICES
- Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two Working Days after posting.
- 5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS
- The RP shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.
- 6 MORTGAGEES IN POSSESSION
- The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.
- 7 DISPUTES
- Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the chartered Institute of Housing.

8

COSTS

The RP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this deed.

9

AGREEMENTS AND DECLARATIONS

The parties agree:

9.1

nothing in this deed fetters or restricts the exercise by the Council of any of its powers; and

9.2

the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning

EXECUTED as a DEED by

acting by:

Director

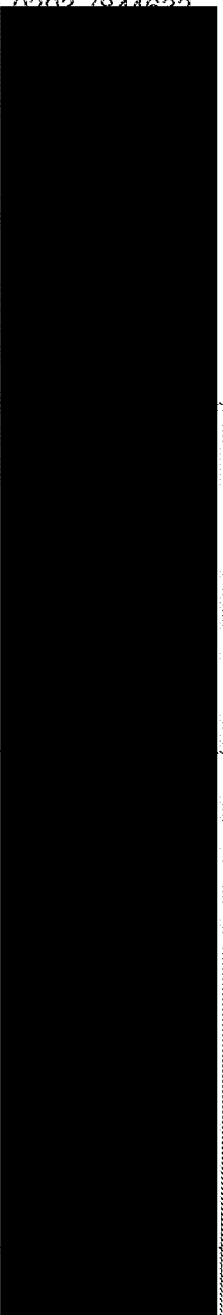
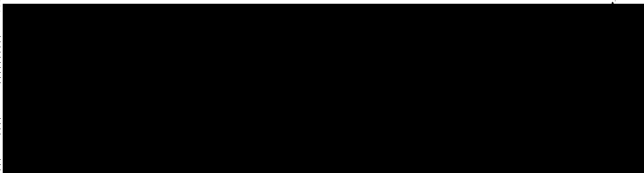
Director/Secretary

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

.....

APPENDIX C

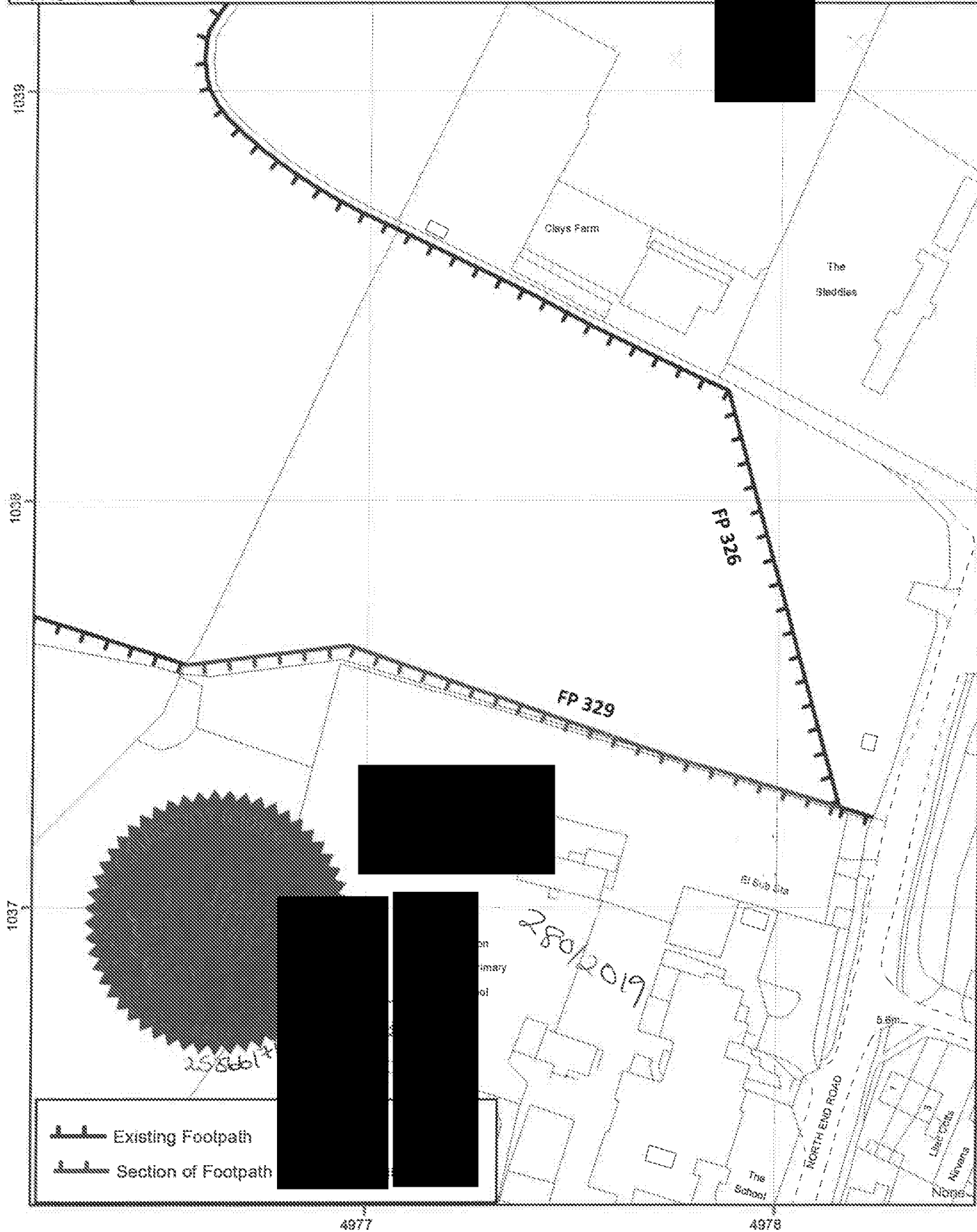
LIST OF ARUN DISTRICT COUNCIL PREFERRED REGISTERED PROVIDERS

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills, Head of Development (New Projects) 	Upton House, 7 Perrymount Rd, Haywards Heath, West Sussex, RH16 3TN	0202 7844622 
The Guinness Partnership	Claudette Rawlinson, New Business Manager 	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin 	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley, Development Manager	Davison House North Street	

		Worthing West Sussex BN11 1ER
Stonewater	Jacqueline Burton, Development Officer [REDACTED]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY
Saxon Weald	Mona Johansson, Programme Manager [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon- Thames Surrey KT1 4BH
Asker Group	Edward Till, Development Manager [REDACTED]	
Arundel District Council	Satnam Kaur, Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF

APPENDIX D

PUBLIC RIGHTS OF WAY PLAN

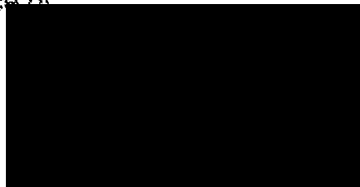


This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office (c) Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. West Sussex County Council, 100623447, 2019.		Yapton: Proposed upgrade works to Footpath 329 - Site Plan			
Plan: 01779	1:1,250	OS Sheet: SU 90 SE		Photocopy liable to distortion	Matt Davey Director of Highways, Transport and Planning
Date: 22.08.2019		Grid Ref: 4977 1037			



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

EXECUTED BY AFFIXING with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:



Seal Book No: 280/2019

AUTHORISED SIGNATORY

PRINT NAME SAULY SUGDEN

JOB TITLE CONTRACTS LAWYER

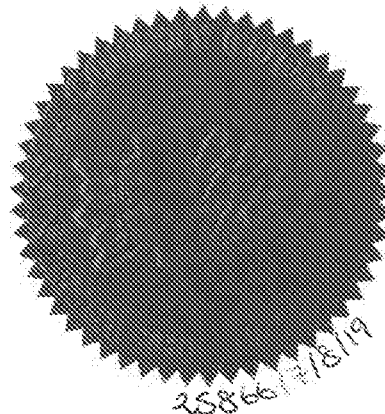


SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

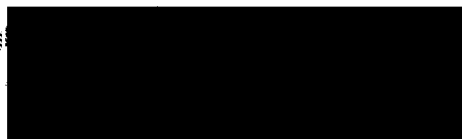


Seal Book No

Authorised Signatory



EXECUTED AS A DEED on behalf of
of PIBWORTH HOLDINGS LIMITED
Acting through



A Director

in the presence of:



47

BOODLE HATFIELD LLP
240 BLACKRIARS ROAD
LONDON, SE1 8NW
TRAINEE SOLICITOR

