

DATED THIS 3rd DAY OF April

2019

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) FRANCIS CHARLES NEWBOULD,
JEREMY CHARLES LOVEYS AND
MARTYN JOHN COLIN LOVEYS
- (4) RICHARD WILLIAM WESTRON AND
SHIRLEY WESTRON

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
and other powers relating to Land at
Bilsam Road, Yapton West Sussex
Planning ref: Y/91/17/OUT

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON

Date:

3rd April

2019

PARTIES:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council"); and
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council"); and
3. **FRANCIS CHARLES NEWBOULD** of 48 Lapwing Way, Four Marks, Alton, Hampshire, GU34 5FD **JEREMY CHARLES LOVEYS** of 32 Marnhill Road, Hinton St Mary, Sturminster, Newton, DT10 1NG ("the Third Owner") and **MARTYN JOHN COLIN LOVEYS** of 22 Wallis Way, Horsham, West Sussex, RH13 6SS ("the Fourth Owner") ("the First Owners")
4. **RICHARD WILLIAM WESTRON** and **SHIRLEY WESTRON** of North Choller Farm, Warburton, Arundel, West Sussex, BN18 0AX ("the Second Owners")

The First and Second Owners hereinafter referred to jointly as "the Owners"

WHEREAS

1. The District Council is the Local Planning Authority, the Local Housing Authority and the Local Authority responsible for leisure, public open spaces, culture and sports facilities, liaison with the National Health Service ("NHS") and transfer of the NHS Contribution to the NHS and liaison with Sussex Police and transfer of the Police Contribution to Sussex Police
2. The County Council is the county planning authority, the Education Authority, the Authority responsible for the provision of libraries, and the Highway Authority for the area in which the Land is situated
3. The First Owner is the registered proprietor of the part of the Land registered under title number WSX85205
4. The Second Owner is the registered proprietor of the part of the Land registered under title numbers WSX62060 and WSX402437
5. Gleeson Strategic Land Limited has made the Application and is proposing to carry out the Development pursuant to the Permission
6. The Owners have agreed to enter into this Agreement to give planning obligations to the Council and the County Council upon the terms and subject to the conditions herein.
7. This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:

“ Act” means the Town and Country Planning Act 1990 as amended

“Affordable Housing” means any form of housing identified within legislation 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 30% of the Dwellings on the Site (or the nearest full number) to be provided as Affordable Housing in accordance with this Agreement comprising a target tenure split of 75% Affordable Rented Units and 25% Intermediate Housing Units (unless the tenure target is varied in accordance with an Approved Affordable Housing Plan and / or Reserved Matters Approval(s)) and “Affordable Housing Unit” shall be construed accordingly

“Affordable Housing Commuted Sum” means in the event that paragraph 1.11.5 of the Third Schedule is applicable, a sum calculated in accordance with the following formula:

$X \text{ multiplied by } Y = \text{Affordable Housing Commuted Sum}$

Where:

X = £80,000; and

Y – the number of Affordable Housing Units which will not be provided on the Site as

part of the Development in accordance with the terms of this Agreement
such sum to be applied by the Council towards providing and / or improving Affordable Housing within the District of Arun;

“Affordable Housing Disposal”

means a disposal of the Affordable Housing Units and /or land upon which those units are to be constructed to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years;

“Affordable Housing Provider”

means either one or a combination of:

- a a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is on the Council's list of approved Affordable Providers (annexed as Appendix 4); or
- b Any other provider of Affordable Housing who is approved by the Council; or
- c such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing

“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 CPI + 1.0% (or such other level as may be agreed in writing with the Council) or in the event of any change to legislation in relation to affordable rent such other rent level or allowed annual increase as may be applicable at the time of first letting. “Affordable Rent Unit” and “Affordable Rent” shall be construed accordingly

“agreed” or “approved”

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

"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
"Application"	means an application in respect of the Land for the Proposed Development and given Council reference Y/91/17/OUT
"Approved Affordable Housing Scheme"	means a scheme by the Owner, approved in writing by the Council, setting out, in relation to the Affordable Housing Units: a. the tenure mix; b. the dwelling type; c. the location
"CCG"	means the Coastal West Sussex Clinical Commissioning Group;
"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence " shall be construed accordingly;
"Commencement Notice"	means notice in the form annexed to this Agreement as the First Schedule;

"CPI"	means the Consumer Price Index published from time to time by the Office of National Statistics
"Cycleway Contribution"	means a financial contribution of £46,250 (forty-six thousand two hundred and fifty pounds) to be used towards a cycleway between Yapton and Barnham and payable in accordance with paragraph 8 of the Fourth Schedule of this Agreement;
"the Development"	means the development of the Land for the erection of up to 250 residential dwellings (Class C3), vehicular access, public open space, ancillary works and associated infrastructure pursuant to the Permission
"Dwelling Unit"	means a residential dwelling unit to be constructed on the Land pursuant to this Permission and "Dwelling Units" shall be construed accordingly.
"Early Years Contribution"	means a financial contribution of £329,786.82 (three hundred and twenty nine thousand seven hundred and eighty six pounds and eighty two pence) as a contribution towards a new nursery facility for Yapton and payable in accordance with paragraph 1 of the Fourth Schedule of this Agreement;
"Fire and Rescue Contribution"	means a financial contribution to be calculated by reference to the following formula: $Y \times Z = \text{Fire and Rescue Contribution}$ Where: x = "multiplied by" Y = The estimated adjusted increase in population generated by the Development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% only for Affordable Rented Units and for the avoidance of doubt no allowance is made for Intermediate Housing

Units) as approved by a subsequent reserved matters approval.

Using the latest published occupancy rates published by the Office for National Statistics with the current occupancy rates given as a guideline:

Dwelling 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 which is £15 for Southern Division

to be used towards the re-development of the Littlehampton Fire Station and payable in accordance with paragraph 6 of the Fourth Schedule of this Agreement;

“Highways Contributions”

means financial contributions of:

- 1 £450,000.00 (four hundred and fifty thousand pounds) contribution towards full delivery of WSCC's preferred junction improvement scheme at the Oystercatcher junction; and

- 2 £296,625.00 (two hundred and ninety six thousand six hundred and twenty five pounds) contribution towards improvements at Comet Corner, link improvements on the A259 from the western approach to Comet Corner junction to Littlehampton or traffic calking and public realm improvements in Barnham Village centre delivery of proposed improvement scheme in lieu of any other details

"Homes England"

means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

"Indicative Dwelling Mix"

means the indicative dwelling mix set out at the Seventh Schedule;

"Index"

means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department

"Interest Rate"

means the rate 4% above the base rate from time to time of Bank of England applicable at the date the relevant contribution under this Agreement is paid

"Intermediate Housing Units"

means 25% of the Affordable Housing Units comprising Affordable Housing for sale and rent provided at a cost above social rent but below market levels which can included shared equity (shared ownership and equity loans) other low cost homes for sale and intermediate rent but not Affordable Rented Units;

"Land"

means all that land at Bilsham Lane, Yapton, as shown for identification purposes only edged red on the Plan and being registered at the Land Registry under the title numbers WSX85205, WSX62060 and WSX402437

"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)
"LEAP"	means a Local Equipped Area for Play provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000)
"Management Company"	means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owners for the purposes of carrying out future maintenance of the Public Open Space and: - 1. which is incorporated in England and Wales or Scotland; 2. which has a registered office in England or Scotland; and 3. whose primary objects permit it to maintain and renew the Public Open Space;
"Market Housing Units"	means all those Dwelling Units to be constructed on the Land pursuant to the Permission which are not Affordable Housing Units
"National Planning Policy Framework"	means the National Planning Policy Framework dated 24 July 2018 (or any future guidance or initiative that replaces or supplements it) and "NPPF" shall be construed accordingly.;
"NEAP"	means a Neighbourhood Equipped Area for Play (NEAP) is a play area for 8-14 year olds which should include a grassed kickabout area, a hard surfaced area for a ball games or wheeled activities, 8 types of play equipment appropriate to children in this age group and seating, including a youth shelter
"NHS Contribution"	means a financial contribution of £273,965.00 (two hundred and seventy

three thousand nine hundred and sixty five pounds) towards a new integrated community hub facility at the Croft GP Surgery site or the creation of a new health care provision as part of the strategic allocation at Ford.

"Nomination Agreement"

means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Dwelling Units containing provisions substantially in the form set out in the Appendix 5 to this Agreement and which shall grant to the Nomination Rights

"Nomination Rights"

means the right of the Council to nominate occupiers to the Affordable Dwelling Units in accordance with paragraph 1.12 of the Third Schedule to this Agreement and which shall (subject to the provisions of the Nominations Agreement) allow the Council the write to nominate occupiers in respect of 100% of initial voids and in respect of 75% of subsequent voids unless otherwise agreed between the Approved Body and the Council.

"Occupation"

means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and "First Occupation" and "Occupiers" and "Occupy" and "Occupied" shall be construed accordingly

"Off Site Play Provision"

means a financial contribution of £27,272.73 (twenty seven thousand two hundred and seventy two pounds and seventy three pence) towards the enhancement, improvement and repair of existing NEAP facilities situated at the King George V Playing Field, Yapton.

"Open Market Value"

means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)

“Open Space”

means those areas within the Development to be provided as formal and informal public open space (including Play Areas) which are shown indicatively shaded green and labelled “parks and gardens and open space” “natural and semi natural open space” and “amenity greenspace” on Plan 2 but the final details, location and extent of shall be approved by the Council pursuant to the Reserved Matters Approvals and the approved Open Space Schemes

“Open Space and Play Areas Maintenance Commuted Sum”

means the Sum of £13.51 (thirteen pounds and fifty one pence) per m² to be paid by the Owner to the Council if the Open Space and Play Areas are transferred to the Council in accordance with Paragraph 8.5 of the Third Schedule

“Open Space Scheme”

means a scheme setting out:

- a) the size and location of the Open Space to be delivered at the Development
- b) the proposed timetable and programme for delivery of the Open Space (and those Play Areas to be provided therein) to be provided at the Development by reference to the Occupation of a certain number of Dwellings 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
- c) a maintenance and management plan for any Open Space or Play Area 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 ; and details of the circumstances in which the Open Space may be closed to the public for maintenance, management , health and safety, and other reasons

"Operative Date"	means the date the Proposed Development is Commenced
"Parish Council"	means Yapton Parish Council;
"Payment Notice"	means a notice in the form annexed to this Agreement as the Second Schedule;
"Permission"	means a planning permission for the Proposed Development granted pursuant to the Application to be substantially in the form of the draft annexed hereto at Appendix 1;
"Phase"	means each and any phase of development identified on a phasing plan approved in writing by the Council pursuant to a condition of the Permission or any parcel of the Land containing Dwellings Units in respect of which Reserved Matters Approval is obtained and "Phases" shall be construed accordingly;
"Plan 1"	means the plan annexed hereto and marked "Site Location Plan" and given drawing reference 1244.G01 :
"Plan 2"	means the plan annexed hereto and marked "Illustrative Masterplan" and given drawing reference 1244.04a
"Planning Authority"	means the Council and the County Council
"Planning Obligations"	means the obligations, conditions and stipulations set out in the Third Schedule and the Fourth Schedule and "Planning Obligation" shall be construed accordingly;
"Play Areas"	means the LAP(s) and LEAP(s) to be provided within the Development the details of which shall be set out in the Open Space Scheme
"Police Contribution"	means the total sum of £30,694.66 (thirty thousand five hundred and nine pounds and sixty six pence) to be paid to the Council for the onward transmission to Sussex Police (or other relevant police body or authority) comprising:

- 1 £2,670.54 to be used towards the provision equipment for an additional officer to work in the Yapton neighbourhood policing team within the area of the Development;
- 2 £3,385.20 to be used towards the cost of recruitment and training costs of an additional officer.
- 3 £834.40 to be used towards the provision equipment for an additional support staff person to work in the Yapton neighbourhood policing team within the area of the Development;
- 4 £424.00 to be used towards the cost of recruitment and training costs of an additional support staff person.
- 5 £14,218.52 to be used towards the costs of accommodating additional officers / staff at Bognor Regis Police Station;
- 4 £8,757.00 to be used towards the maintenance of the police vehicle fleet;
- 7 £405.00 to be used towards one fixed Automatic Number Plate Recognition Camera (ANPR) on the B2233;

"Primary Education Contribution"

means a financial contribution of £1,755,468 (one million seven hundred and fifty five thousand four hundred and sixty eight pounds) to be used towards expansion of Yapton Church of England Primary School and payable in accordance with paragraph 2 of the Fourth Schedule of this Agreement;

"Provide"

means in the case of Affordable Dwelling Units to design and construct such units for habitation in accordance with the core Design and Quality Standards of the Homes and Communities Agency or any replacement version thereof applicable at the date of the relevant Reserved Matters Approval for the Dwelling Units in question but for the avoidance of doubt excluding any

Code for Sustainable Homes requirements which are no longer in force at said date to the reasonable satisfaction of the Affordable Housing Provider and "Provided" shall be construed accordingly

"Qualifying Occupier"

means a person who qualifies for Affordable Housing within the Third Schedule to this Agreement and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

"Reasonable Endeavours"

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such Party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the Party to perform such obligation) may be reasonable;

"Registered Provider"

means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008, or who is on the Arun District Council list of Approved Registered Providers (attached as Appendix 4 to this Agreement) or specifically approved by the Council in writing for the purposes of this Agreement.

"Reserved Matters Approval(s)"

means approval by the Council of one or more matters reserved for approval by the Planning Permission;

"Residents"

means the owners and occupiers of individual Dwelling Units to be constructed on the Land

"RICS"

means the Royal Institute of Chartered Surveyors

"Secondary Education Contribution"

means a financial contribution of £1,240,906.00 (one million two hundred and forty thousand, nine hundred and six pounds) subject to any adjustment thereof in accordance with paragraph 3.7 of the Fourth Schedule to be used towards phase 2 of a new secondary school for Arun or expansion at St Philip Howard Catholic High School should the new secondary school serving Arun not progress and payable in accordance with paragraph 3 of the Fourth Schedule of this Agreement;

"Section 73 Consent"

means any permission granted under s73 of the 1990 Act authorising a minor material amendment to the Permission or the carrying out of the Development without adherence to a condition on the Permission

"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 and Communities Agency 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 and Communities Agency

"Shared Ownership Units"

means any Affordable Dwelling Units to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement

"Site"

means the Land

"Sixth Form Education Contribution"

means a financial contribution to be calculated in accordance with the following formula:

$$DfE \text{ Figure} \times ACP = \text{Sixth Form Education Contribution}$$

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 Dwellings, less any allowance for affordable dwellings (which for Arun District is 100% only for Affordable Rented Units and for the avoidance of doubt no allowance is made for Intermediate Housing Units) as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows:

Dwelling 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 latest occupancy rates from the census statistics published by the Office for National Statistics 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 year group for flats. 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) Further secondary school building costs per pupil place (as adjusted for the West Sussex area which are – Further-Secondary Education - £29,283.

and to be used towards phase 2 of a new sixth form serving Arun or a restructure of the sixth form to cater for the additional student population at St Philip Howard Catholic High School Sixth Form should the new sixth form serving Arun not progress and payable in accordance with paragraph 4 of the Fourth Schedule of this Agreement;

"Specified Date"	means the date upon which an obligation arising under this Agreement is to be carried out or due to be performed;
"Sports Hall Contribution"	means the sum of £112,232.00 (one hundred and twelve thousand two hundred and thirty two pounds) to be paid to the Council and used towards the provision of additional multi-use health and fitness/studio space and dry side changing facilities to increase capacity and improve the overall customer experience at the Arun Leisure Centre
"Sports 3G Pitch Contribution"	means the sum of £16,515.00 (sixteen thousand five hundred and fifteen pounds) to be paid to the Council and used towards provision of new 3G pitch in the West Analysis Area
"Sports Pitch Contribution"	means the sum of £68,411.00 (sixty eight thousand four hundred and eleven pounds) to be paid to the Council and used towards provision of two outdoor sports pitches suitable for football or rugby as part of development at Ford;
"Sussex Police"	means Sussex Police of Malling House, Church Lane, Lewes BN7 2DZ;
"Working Day"	means a weekday (Saturdays, Sundays and public holidays days excepted) and "Working Days" shall be construed accordingly;

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this Deed.
- 2.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 2.3 A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 2.6 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.7 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.
- 2.8 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.
- 2.9 A reference to "writing" and "written" does not include fax or email.
- 2.10 References to clauses and Schedules are to the clauses and schedules of this deed
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done
- 2.12 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.
- 2.13 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

3. LEGAL BASIS

- 3.1 This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not..
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
 - 4.1.1 the grant of the Planning Permission

4.1.2 the Commencement of the Development,

save for the provisions of Clauses 4, 7.1, 7.2, 10, 15 and 16 which shall come into effect immediately upon completion of this Deed.

4.2 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:

4.2.1 The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:

4.2.1.1 Necessary to make the Development acceptable in planning terms; and

4.2.1.2 Directly related to the Development; and

4.2.1.3 Fairly and reasonably related in scale and kind to the Development; and

4.2.1.4 Complies, in all other respects with Regulation 122 of the CIL Regulations

4.2.2 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 NPPF 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.

4.3 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 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.

4.4 On Commencement of Development the Owners will give to the Council and the County Council notice in writing of that commencement in the form of the Commencement Notice addressed to the Council's Group Head of Planning and the County Council's Monitoring and Records Team, Strategic Planning Division of the County Council or equivalent as the case may be.

5 THE OWNERS' COVENANTS

5.1 The Owners covenant with the Council so as to bind the Land to perform the obligations as set out in the Third Schedule.

5.2 The Owners covenant with the County Council so as to bind the Land to perform the obligations as set out in the Fourth Schedule.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners and the County Council as set out in the Fifth Schedule.

7 THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with the Owners and the Council as set out in the Sixth Schedule.

8 CERTIFICATES

8.1 The Owners agree with the Council and the County Council

8.1.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owners shall give the Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and

8.1.2 if the Owners fail to give the notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination

9 MISCELLANEOUS

9.1 Nothing in this Agreement constitutes an obligation to grant planning permission

9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9.3 This Deed shall be registrable as a local land charge by the Council.

9.4 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.

- 9.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 9.6 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.
- 9.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 9.8 Subject to Clause 15 below nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 9.9 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

10 LEGAL AND ADMINISTRATIVE COSTS

- 10.1 The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £ 2,000 (two thousand pounds)
- 10.2 The Owners shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed.
- 10.3 The Owners will pay to the Council on the date of Commencement of Development a contribution in the sum of £ 250.00 (two hundred and fifty pounds) incurred in monitoring compliance with this Agreement.
- 10.4 The Owners will pay to the Council on the date of Commencement of Development ADC's additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £ 950.00.

11 PAYMENT NOTICE

All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice duly completed.

12 EXCLUSIONS OF LIABILITY

- 12.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates or if it holds no interest in the part of the Land to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 12.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Land in which it does not have an interest.
- 12.3 This Deed shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 12.4 Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
- 12.4.1 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.
- 12.4.2 Any person to whom a shared ownership lease of an Affordable Dwelling is granted.
- 12.4.3 Any person who has acquired a either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a shared ownership lease.
- 12.4.4 Any Affordable Housing Provider
- 12.5 The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development or against Network Rail in the event that part of the Land is transferred to Network Rail pursuant to the provisions of this Deed
- 12.6 The obligations in this Deed shall not bind or be enforceable against any mortgagee, chargee or receiver of an Affordable Housing Provider or any successor in title to such mortgagee chargee or receiver.
- 12.7 Any legal charge entered into in respect of the Land or any part of the Land 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

13 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.

14 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owners shall not be required to give notice to the Council of any change of ownership affecting a Dwelling.

15 FUTURE SECTION 73 CONSENTS

15.1 Subject to clauses 15.2 to 15.5 below, if any Section 73 Consent is granted after the date of this Deed:

15.1.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

15.1.2 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;

15.2 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;

15.3 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;

15.4 the provisions of this clause 15 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

- 15.5 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.

16 INDEX LINKED

- 16.1 Unless there is an express provision to the contrary the Owners agree with the Council that any sum payable by the Owners and referred to in Schedule 3 shall be increased by the application of the following formula:

$$A = B \times (C \text{ divided by } D)$$

- Where
- | | |
|-----|---|
| A | is the sum actually payable on the Specified Date |
| B | is the original sum mentioned in this Deed |
| C | is the Index for the month two months before the Specified Date |
| D | is the Index for the month two months before the date that Planning Permission is granted |
| C/D | is equal to or greater than 1 |

- 16.2 Unless there is an express provision to the contrary the Owners agree with the County Council that any sum payable by the Owners and referred to in Schedule 4 shall be increased by the application of the following formula:

$$A = (B \times C) \text{ divided by } D$$

- Where
- | | |
|-----|--|
| A | is the sum actually payable on the Specified Date |
| B | is the original sum mentioned in this Deed |
| C | is the Royal Institution of Chartered Surveyors Building Costs Information Service All-In Tender Price Index ("the BCIS Index") for the quarter preceding the Specified Date |
| D | is the BCIS Index for the quarter preceding the date that the Planning Permission is granted |
| C/D | is equal to or greater than 1 |

- 16.3 Where reference is made to an index (including the Index and the BCIS Index) and that index ceases 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.

17 INTEREST

Interest will be paid on sums due to the Council and the County Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.

18 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

19 NOTICES

19.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

19.1.1 delivered by hand; or

19.1.2 sent by pre-paid first-class post or other next working day delivery service.

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

19.2.1 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;

19.2.2 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;

19.2.3 to the Owners at the addresses specified herein
or at such other address as the relevant party shall specify by notice to the other parties

19.3 Any notice or other communication given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:

19.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 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 am on the next Working Day;

19.3.2 if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.

19.4 A notice or other communication given under this deed shall not be validly given if sent by email.

19.5 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.

20 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

21 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE
(Commencement Notice)

Pursuant to Clause [] in the Planning Obligation Described Below

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

Dated: this _____ day of _____ 20

Signed: _____

On Behalf of: _____

To:	(1) Group Head of Planning, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406 Littlehampton); (2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester, West Sussex PO19 1RQ (DX: 157410 Chichester 8)
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference:	
Planning Obligation Date & Parties:	
Start Date:	

SECOND SCHEDULE

(Payment Notice)

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

Please answer all the questions:

1. Payment to be made by / on behalf of
2. Land at
3. Agreement dated
4. Planning application reference number (where applicable)
5. Obligation in Agreement:

(a)	clause no.	
(b)	contribution towards	
(c)	amount of contribution due	
(d)	Date upon which contribution is due	
(e)	amount of contribution enclosed	
(f)	amount of monitoring sum	

THIRD SCHEDULE

The Owners Covenants with the Council

The Owners covenant with the Council as follows:

1 AFFORDABLE HOUSING

- 1.1 That thirty percent (30%) of the Dwellings shall be provided as Affordable Dwellings to be provided in accordance with the Affordable Housing Scheme.
- 1.2 Not to commence the construction of any Dwellings on a Phase on which Affordable Housing Units are to be provided until an Affordable Housing Scheme for that Phase has been submitted (whether or not as part of an application for Reserved Matters Approval) to and approved in writing by the Council.
- 1.3 To provide the Affordable Housing Units in accordance with the Planning Permission, Reserved Matters Approval(s) and an approved Affordable Housing Scheme (subject to any amendments agreed by the Council in writing from time to time)
- 1.4 Subject to paragraph 1.11 below not to Occupy or cause or permit the Occupation of more than:

Fifty percent (50%) of the Market Housing Units (or fifty percent (50%) of the Market Housing Units on a Phase as the case may be) (or such other number of Market Housing Units that may be agreed in writing by the Council) until fifty percent (50%) of the Affordable Housing Units (or as the case may be fifty percent (50%) of the Affordable Housing Units on that phase) have been Provided and disposed of to an Affordable Housing Provider (either freehold or leasehold for a period of not less than 125 years) on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council)

Eighty percent (80%) of the Market Housing Units (or eighty percent (80%) of the Market Housing Units on a Phase as the case may be) (or such other number of Market Housing units as may be agreed in writing by the Council) unless and until all of the Affordable Housing Units (or as the case may be Affordable Housing units in a Phase) have been Provided and disposed of to an Affordable Housing Provider (either freehold or leasehold for a period of not less than 125 years) on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council)

- 1.6 Subject to paragraphs 1.14 and 1.15 of this Schedule, with effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent occupiers of the Affordable Housing Units.

1.7 Mechanics of Transfer

- 1.7.1 The Owner shall offer the Affordable Housing Units to an Affordable Housing Provider ("First Offer") by provision of:

1.7.1.1 A contract for the sale of land; and

1.7.1.2 A draft transfer which shall include the provisions set out in paragraph 1.10 below.

- 1.7.1.2 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.

1.7.2 Second Offer

1.7.2.1 In the event that the First Offer made in accordance with paragraph 1.7.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Dwellings to an Affordable Housing Provider ("Second Offer") not later than one (1) month after the expiry of the First Offer Period.

1.7.2.2 The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time 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.

- 1.8 The Owners covenant with the Council that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:

1.8.1 The grant by the Owners of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;

1.8.2 A reservation of all rights and access and passage of services and other rights reasonably necessary for the

benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Site; and

- 1.8.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Dwellings

1.9 the Owners covenant with the District Council:

- 1.9.1 to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any chargee of the Affordable Housing Provider or the exercise by any such chargee of a power of sale and for these purposes in the event of a default under the security or likely default to cooperate fully with the Council to assist in arranging the transfer of the Affordable Housing Units with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;
- 1.9.2 in the event that the Owners become aware that the Affordable Housing Provider has received notification from any chargee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and
- 1.9.3 in the event that the Owners become aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable

- 1.10 the Owners and the Council hereby agree that subject to and without prejudice to the powers and requirements of the Homes England under the Housing Act 1996 in the event of a default under any security referred to in paragraph 1.9 the disposal of any interest in the Affordable Housing Dwellings by the Chargee in the exercise of its power of sale will not be prevented.

Commuted Sum Payable If First And Second Offer Not Implemented

- 1.11 In the event that the Second Offer is not accepted within the Second Offer Period then the Owners will be entitled to dispose of (some or all of at the Owners discretion) the Affordable Housing Units in relation to which the First and Second Offers have not been accepted on the open market free from the obligations set out in paragraph 1 of this Schedule which for the avoidance of doubt means that:

- 1.11.1 the restrictions set out in this paragraph 1 of this Schedule shall cease to apply in respect of those Affordable Housing Units; and
- 1.11.2 the restrictions on the Occupation of the Open Market Units in paragraph 1.5 of this Schedule shall cease to apply

PROVIDED THAT

- 1.11.3 the Owner shall have provided the Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units in question to an Affordable Housing Provider; and
- 1.11.4 The Council shall, acting reasonably, have confirmed in writing that such Reasonable Endeavours were reasonable or an expert shall have determined that such Reasonable Endeavours were reasonable; and
- 1.11.5 the Owners shall pay to the Council the Affordable Housing Commuted Sum for each of the Affordable Housing Units in relation to which the First and Second Offers have not been accepted within 20 working days of receipt of written confirmation from the Council pursuant to paragraph 1.11.4 in respect of the Affordable Housing Units in question

NOMINATION RIGHTS

- 1.12 To procure (through compliance with paragraph 1.13 below) that the Registered Provider grants Nomination Rights to the Council to one hundred (100) percent of initial lets of the Affordable Housing Units and seventy-five (75) percent of all lets after the initial lets 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:

- 1.12.1 any family association in the District of Arun in accordance with any relevant housing allocation policy;
- 1.12.2 Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
- 1.12.3 Any employment opportunity in the District of Arun;
- 1.12.4 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.

1.13 To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:

- 1.13.1 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 Dwellings;
- 1.13.2 A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and
- 1.13.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Unit.
- 1.13.4 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

1.14 Future Provisions

- 1.14.1 Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owners in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.
- 1.14.2 The provisions of this Third Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
 - 1.14.2.1 a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
 - 1.14.2.2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100%.
- 1.14.3 In the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably).

Mortgagee in Possession Clause

- 1.15 The Affordable Housing provisions in this Agreement set out within paragraph 1 above shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.15.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

1.15.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely

2 SPORTS PITCH CONTRIBUTION

2.1 Not to Occupy, cause or permit the Occupation of the more than 30% (thirty percent) of the Open Market Units until the Sports Pitch Contribution has been paid to the Council

2.2 Prior to the Occupation of more than 30% (thirty percent) of the Open Market Units to pay to the Council the Sports Pitch Contribution

3 SPORTS HALL CONTRIBUTION

3.1 Not to Occupy, cause or permit the Occupation of more than 60% (sixty percent) of the Open Market Units until the Sports Hall Contribution has been paid to the Council

3.2 Prior to the Occupation of more than 60% (sixty percent) of the Open Market Units to pay to the Council the Sports Hall Contribution

4 NHS CONTRIBUTION

- 4.1 Not to Occupy, cause or permit the Occupation any Dwelling Unit until 50% (fifty percent) of the NHS Contribution has been paid to the Council
- 4.2 Prior to the Occupation of any Dwelling Unit to pay to the Council 50% (fifty percent) of the NHS Contribution
- 4.3 Not to Occupy, cause or permit the Occupation of more than 60% (sixty percent) of the Open Market Units until the remaining 50% (fifty percent) of the NHS Contribution has been paid to the Council
- 4.4 Prior to the Occupation of more than 60% (sixty percent) of the Open Market Units to pay the remaining 50% (fifty percent) of the NHS Contribution to the Council.

5 POLICE CONTRIBUTION

- 5.1 Not to Occupy, cause or permit the Occupation of more than 30% (thirty percent) of the Open Market Units until the Police Contribution has been paid to the Council
- 5.2 Prior to the Occupation of more than 30% (thirty percent) of the Open Market Units to pay to the Council the Police Contribution

6 SPORTS 3G PITCH CONTRIBUTION

- 6.1 Not to Occupy, cause or permit the Occupation of more than 30% (thirty percent) of the Open Market Unit until the Sports 3G Pitch Contribution has been paid to the Council
- 6.2 Prior to the Occupation of more than 30% (thirty percent) of the Open Market Units to pay to the Council the Sports 3G Pitch Contribution

7 OFF SITE PLAYING PITCH CONTRIBUTION

- 7.1 Not to Occupy, cause or permit the Occupation of more than 30% (thirty percent) of the Open Market Units until the Off-Site Playing Pitch Contribution has been paid to the Council
- 7.2 Prior to the Occupation of more than 30% (thirty percent) of the Open Market Units to pay to the Council the Off-Site Playing Pitch Contribution

8 PUBLIC OPEN SPACE & PLAY AREAS

- 8.1 Not to Commence Development on a Phase on Open Space is to be provided until an Open Space Scheme in relation to that Phase has been submitted (whether or not as part of an application for Reserved Matters Approval) to and approved in writing by the Council ("Approved Open Space Scheme").

- 8.2 Upon receipt of the Council's approval pursuant to sub-paragraph 8.1 of this Schedule (or upon receipt of expert determination in relation to the Open Space Scheme if applicable) the Owners shall provide the Open Space and Play Areas for each Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Open Space Scheme (subject to any amendments agreed by the Council in writing from time to time) for that Phase prior to the Occupation of more than 100% of the Dwelling Units in that Phase (or such other percentage of Dwelling Units that may be agreed in writing by the Council).
- 8.3 Upon completion of the Open Space and Play Areas on a Phase in accordance with the Approved Open Space Scheme the Owners shall notify the Council and invite it to inspect the Open Space as soon as reasonably practicable thereafter. The Council shall make best endeavours to inspect the Open Space or Play Area within 28 days of receiving such notification from the Owner and if the Open Space has been provided in accordance with the Approved Open Space Scheme to the reasonable satisfaction of the Council it shall notify the Owners in writing thereof
- 8.4 If upon notification by the Owners pursuant to paragraph 8.3 of this Schedule the Open Space has not been provided in accordance with the works carried out in accordance with the Approved Open Space Scheme to the reasonable satisfaction of the Council it shall notify the Owners specifying the measures necessary to satisfactorily complete the Open Space in accordance with the Approved Public Open Space Scheme and the Owners shall within such reasonable period as specified by the Council carry out those works and shall notify the Council pursuant to paragraph 8.3 of this Schedule (such procedure being repeated as often as is necessary until such time as the Council confirms reasonable satisfactory completion thereof.
- 8.5 On completion of the Open Space on a Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Open Space Scheme pursuant to paragraph 8.3 of this Schedule or upon satisfactory completion of any works identified by the Council in accordance with paragraph 8.4 of this Schedule the Owners will (at its discretion) either:
- 8.5.1 engage a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) for the purpose of undertaking the future management and maintenance of the Open Space or the particular element of Open Space prior to the sale of the penultimate Dwelling Unit on terms agreed between the Owners and the Management Company in consultation with the Council and all further management and maintenance shall be thereafter carried out by the Management Company in accordance with the principles set out in sub-paragraph 8.5.1 of this Schedule PROVIDED THAT it is agreed

that it shall be a term of Management Company's engagement that the Management Company will:

- (a) maintain and manage in perpetuity the Open Space in accordance with the Approved Open Space Scheme or any variations that may be agreed in writing by the Council from time to time IN DEFAULT OF WHICH the Council shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Management Company to carry out any maintenance works reasonably required to the Open Space and recover the proper and reasonable costs and expenses involved from the Management Company; and
- (b) only allow the use of the Open Space for public access and recreation and for no other purpose; or

OR

8.5.2 the Open Space shall be transferred to the Council and the Open Space and Play Areas Maintenance Commuted Sum shall be paid to the Council after which time the Owner shall no longer have any responsibility for the Open Space PROVIDED THAT it is agreed that if the Council does not accept an offer of dedication within 3 (three) months of the date of the offer of dedication or in the event the Council does accept an offer of dedication in accordance with this paragraph 8.5.2 but the Council and the Owners are unable to agree the amount of the Open Space Commuted Sum within 30 (twenty) Working Days (or within such other period of time that may be agreed in writing between the Council and the Owners) of the date that the Owners submitted to the Council the calculation of the proposed Open Space and Play Areas Maintenance Commuted Sum then it is agreed that the offer will lapse and the Owners will maintain the Open Space in accordance with the provisions of paragraph 8.5.1 of this Schedule

AND FURTHER PROVIDED THAT it is agreed that the Owners will comply with the provisions set out in sub-paragraph 8.5.1(a) and (b) of this Schedule until such time as a Management Company has been engaged to undertake the future management and maintenance of the Open Space, or the particular element of Open Space as the case may be.

8.6 The Owners hereby declare that pursuant to Section 31(6) Highways Act 1980 that the Open Space has not been dedicated to the public nor is any use by the public of any part of the Open Space to be taken in any way as an intention by the Owners to dedicate the same as highway.

8.7 To allow public access to the Open Space but subject to the following provisions:

- 8.7.1 access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owners having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior approval;
- 8.7.2 the Owners may erect notices on the Open Space and access to it will be denied by the Owners for one day each year in order to prevent public rights of way or common rights coming into being;
- 8.7.3 access may be denied by the Owners for the maintenance, repair, cleansing or renewal of the Open Space or any building or land abutting it subject to the Council's prior approval.

FOURTH SCHEDULE

The Owner's Covenants with the County Council

1 EARLY YEARS CONTRIBUTION

- 1.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council 50% (fifty) per cent of the Early Years Contribution.
- 1.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur before 50% (fifty per cent) of the Early Years Contribution has been paid to the County Council.
- 1.3 Prior to the Occupation of the 125th Dwelling in the Development to pay to the County Council the remaining 50% (fifty) per cent of the Early Years Contribution
- 1.4 Not to cause or allow the Occupation of the 125th Dwelling in the Development to occur before the remaining 50% (fifty) per cent of the Early Years Contribution has been paid to the County Council.

2 PRIMARY EDUCATION CONTRIBUTION

- 2.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council 33% (thirty three per cent) of the Primary Education Contribution.
- 2.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur unless and until 33% (thirty three per cent) of the Primary Education Contribution has been paid to the County Council.
- 2.3 Prior to the Occupation of the sixty-fifth Dwelling in the Development to pay to the County Council a second instalment of 33% (thirty three per cent) of the Primary Education Contribution
- 2.4 Not to cause or allow the Occupation of the sixty-fifth Dwelling in the Development to occur before a second instalment of 33% (thirty-three per cent) of the Primary Education Contribution has been paid to the County Council.
- 2.5 Prior to the Occupation of the one hundred and twenty-fifth Dwelling in the Development to pay to the County Council the final instalment of 34% (thirty-four per cent) of the Primary Education Contribution

FOURTH SCHEDULE

The Owner's Covenants with the County Council

1 EARLY YEARS CONTRIBUTION

- 1.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council 50% (fifty) per cent of the Early Years Contribution.
- 1.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur before 50% (fifty percent) of the Early Years Contribution has been paid to the County Council.
- 1.3 Prior to the Occupation of the 125th Dwelling in the Development to pay to the County Council the remaining 50% (fifty) per cent of the Early Years Contribution
- 1.4 Not to cause or allow the Occupation of the 125th Dwelling in the Development to occur before the remaining 50% (fifty) per cent of the Early Years Contribution has been paid to the County Council.

2 PRIMARY EDUCATION CONTRIBUTION

- 2.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council 33% (thirty three per cent) of the Primary Education Contribution.
- 2.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur unless and until 33% (thirty three per cent) of the Primary Education Contribution has been paid to the County Council.
- 2.3 Prior to the Occupation of the sixty-fifth Dwelling in the Development to pay to the County Council a second instalment of 33% (thirty three per cent) of the Primary Education Contribution
- 2.4 Not to cause or allow the Occupation of the sixty-fifth Dwelling in the Development to occur before a second instalment of 33% (thirty-three per cent) of the Primary Education Contribution has been paid to the County Council.
- 2.5 Prior to the Occupation of the one hundred and twenty-fifth Dwelling in the Development to pay to the County Council the final instalment of 34% (thirty-four percent) of the Primary Education Contribution

- 2.6 Not to cause or allow the Occupation of the one-hundred and twenty-fifth Dwelling in the Development before the final instalment of 34% (thirty-four percent) of the Primary Education Contribution has been paid to the County Council

3 SECONDARY EDUCATION CONTRIBUTION

- 3.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council 33% (thirty three per cent) of the Secondary Education Contribution.
- 3.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur unless and until 33% (thirty three per cent) of the Secondary Education Contribution has been paid to the County Council.
- 3.3 Prior to the Occupation of the 65th (sixty fifth) Dwelling in the Development to pay to the County Council a second instalment of 33% (thirty three percent) of the Secondary Education Contribution.
- 3.4 Not to cause or allow the Occupation of the 65th (sixty fifth) Dwelling in the Development to occur unless and until a second instalment of 33% (thirty three percent) of the Secondary Education Contribution has been paid to the County Council.
- 3.5 Prior to the Occupation of the 125th Dwelling in the Development to the County Council the final instalment of the Secondary Education Contribution covering the remaining balance which shall be calculated in accordance with paragraph 3.7 below.
- 3.6 Not to cause or allow the Occupation of the 125th Dwelling in the Development to occur unless and until the final instalment of the Secondary Education Contribution covering the remaining balance (which shall be calculated in accordance with paragraph 3.7 below) has been paid to the County Council .
- 3.7 The amount to be paid to the County Council as the final instalment of the Secondary Education Contribution in accordance with paragraphs 3.5 and 3.6 shall be calculated in accordance with the following formula:

$$A = C - (B - D)$$

Where:

A = the amount due as the final instalment of the Secondary Education Contribution

B = the sum total of the two instalments of the Secondary Education Contribution already paid pursuant to paragraphs 3.1-3.4 above; and

C = an amount calculated by applying the following formula to the mix of the Development granted approval following the approval of the final Reserved Matters Approval for the Development

D = the total amount of any indexation for the first two instalments of the Secondary Education Contribution paid in accordance with paragraph 3.1 and 3.2 which indexation is calculated in accordance with Clause 16.2 of this Agreement

The method of calculation of the final instalment of the Secondary Education Contribution (relevant to the entire Development) shall be calculated in accordance with the following formula:

$$£33,538 \times \text{Additional Child Product (ACP)} = \text{Secondary Education Contribution.}$$

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Dwellings (for the avoidance of doubt including Affordable Housing Units). The current occupancy rates using 2011 census statistics published by the Office for National Statistics are as follows:

Dwelling Size		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 latest published occupancy rates from census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to the 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1,000 population in each school year group for flats. There are 5-year groups for secondary education (years 7 to 11).

4 SIXTH FORM EDUCATION CONTRIBUTION

4.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council the Sixth Form Education Contribution.

4.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur before the Sixth Form Education Contribution has been paid to the County Council.

5 FIRE AND RESCUE CONTRIBUTION

5.1 Prior to the Occupation of the first Dwelling in the Development to pay to the County Council the Fire and Rescue Contribution.

5.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur unless and until the Fire and Rescue Contribution has been paid to the County Council.

6 HIGHWAYS CONTRIBUTIONS

6.1 Prior to the Occupation of the 1st (first) Dwelling Unit in the Development to pay to the County Council 50% (fifty per cent) of the Highways Contribution

6.2 Not to cause or allow the Occupation of the 1st (first) Dwelling Unit in the Development to occur unless and until 50% (fifty per cent) of the Highways Contribution has been paid to the County Council.

6.3 Prior to the Occupation of the 125th (one hundred and twenty fifth) Dwelling Unit in the Development to pay to the County Council the remaining 50% (fifty percent) of the Highways Contribution

6.4 Not to cause or allow the Occupation of the 125th (one hundred and twenty fifth) Dwelling in the Development to occur unless and until the remaining 50% (fifty percent) of the Highways Contribution has been paid to the County Council

7 CYCLEWAY CONTRIBUTION

7.1 Prior to the Occupation of the 1st (first) Dwelling Unit in the Development to pay to the County Council 100% (one hundred per cent) of the Cycleway Contribution

7.2 Not to cause or permit the Occupation of the 1st (first) Dwelling Unit in the Development unless and until 100% (one hundred per cent) of the Cycleway Contribution has been paid to the County Council

FIFTH SCHEDULE

COUNCIL COVENANTS

The Council Covenants with the Owners as follows:

1 PLAYING PITCH CONTRIBUTION

- 1.1 Upon receipt of the Playing Pitch Contribution under paragraph 2 of the Second 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 Site.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Playing Pitch Contribution to issue to the party that paid the Playing Pitch Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Playing Pitch Contribution has been expended by the Council.
- 1.3 If or to the extent that any of the Playing Pitch 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 Playing Pitch Contribution any unexpended part of any of Playing Pitch 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 Playing Pitch 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 Playing Pitch 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 Playing Pitch Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Playing Pitch Contribution in the manner set out in paragraph 1.3 of this Schedule

2 SPORTS HALL CONTRIBUTION

- 2.1 Upon receipt of the Sports Hall Contribution under paragraph 3 of the Third 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 Site.

- 2.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Sports Hall Contribution to issue to the party that paid the Sports Hall Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Playing Pitch Contribution has been expended by the Council.
- 2.3 If or to the extent that any of the Sports Hall Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 2.2 above the Council shall on such date refund to the party that paid the Sports Hall Contribution any unexpended part of any of Sports Hall 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.
- 2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Sports Hall 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 Sports Hall 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 Playing Pitch Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Sports Hall Contribution in the manner set out in paragraph 2.3 of this Schedule

3 NHS CONTRIBUTION

- 3.1 Upon receipt of the NHS Contribution under paragraph 4 of the Third Schedule the Council shall pay the same to the CCG

4 POLICE CONTRIBUTION

- 4.1 Upon receipt of the Police Contribution under paragraph 5 of the Third Schedule the Council shall pay the same to Sussex Police

5 SPORTS 3G CONTRIBUTION

- 5.1 Upon receipt of the Sports 3G Contribution under paragraph 6 of the Second 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 Site.

- 5.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Sports 3G Contribution to issue to the party that paid the Sports 3G Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Sports 3G Contribution has been expended by the Council.
- 5.3 If or to the extent that any of the Sports 3G Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 5.2 above the Council shall on such date refund to the party that paid the Sports 3G Contribution any unexpended part of any of Sports 3G 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.
- 5.4 If at the end of the period referred to in paragraph 5.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Sports 3G Contribution or part thereof for the purposes specified in paragraph 5.1 then the Council shall not be required to refund any part of the Sports 3G 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 Sports 3G Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Sports 3G Contribution in the manner set out in paragraph 5.3 of this Schedule

6 OFF-SITE PLAYING PITCH CONTRIBUTION

- 6.1 Upon receipt of the Off-Site Playing Pitch Contribution under paragraph 7 of the Second 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 Site.
- 6.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Off-Site Playing Pitch Contribution to issue to the party that paid the Off-Site Playing Pitch Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Off-Site Playing Pitch Contribution has been expended by the Council.
- 6.3 If or to the extent that any of the Off-Site Playing Pitch Contribution shall not have been spent by the Council by the end of the period

referred to in paragraph 6.2 above the Council shall on such date refund to the party that paid the Off-Site Playing Pitch Contribution any unexpended part of any of Off-Site Playing Pitch 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.

- 6.4 If at the end of the period referred to in paragraph 6.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Off-Site Playing Pitch Contribution or part thereof for the purposes specified in paragraph 6.1 then the Council shall not be required to refund any part of the Off-Site Playing Pitch 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 Off-Site Playing Pitch Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Off-Site Playing Pitch Contribution in the manner set out in paragraph 6.3 of this Schedule

SIXTH SCHEDULE

County Council Covenants

The County Council covenants with the Owner as follows:

1 EARLY YEARS CONTRIBUTION

- 1.1 Upon receipt of the Early Years Contribution under paragraph 1 of the Fourth 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 Site.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Early Years Contribution to issue to the party that paid the Early Years Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Early Years Contribution has been expended by the County Council.
- 1.3 If or to the extent that any of the Early Years 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 on such date refund to the party that paid the Early Years 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 Early Years 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 Early Years 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 Early Years Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Early Years Contribution in the manner set out in paragraph 1.3 of this Schedule

2 PRIMARY EDUCATION CONTRIBUTION

- 2.1 Upon receipt of the Primary Education Contribution under paragraph 2 of Fourth 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 Site.
- 2.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment 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.
- 2.3 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 2.2 above the County Council shall 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.
- 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 Primary 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 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 2.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 2.3 of this Schedule

3 SECONDARY EDUCATION CONTRIBUTION

- 3.1 Upon receipt of each instalment of the Secondary Education Contribution under paragraph 3 of Fourth 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 Site.

- 3.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment 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.
- 3.3 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 3.2 above the County Council shall 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.
- 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 Secondary 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 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 3.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 3.3 of this Schedule.

4 SIXTHFORM EDUCATION CONTRIBUTION

- 4.1 Upon receipt of the Sixth Form Education Contribution under paragraph 4 of Fourth 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 Site.
- 4.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment 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.

- 4.3 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 4.2 above the County Council shall 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.
- 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 Sixth Form Education 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 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 4.2 of this Schedule and refund any unexpended part of the Further Education 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 Fourth 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 Site.
- 5.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment 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 6.2 above the County Council shall 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 6.2 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 6.1 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 6.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 6.3 of this Schedule.

6 HIGHWAYS CONTRIBUTION

- 6.1 Upon receipt of the Highways Contributions under paragraph 8 of Fourth 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 Site.
- 6.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Highways Contribution to issue to the party that paid the Highways Contributions 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.
- 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 7.2 above the County Council shall on such date refund to the party that paid the Highways Contributions any unexpended part of the Highways Contributions 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 7.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Highways Contributions or part thereof for the purposes specified in paragraph 7.1 then the County Council shall not be required to refund any part of the Highways Contributions 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 Contributions in the manner set out in paragraph 7.2 of this Schedule and refund any unexpended part of the Highways Contributions in the manner set out in paragraph 7.3 of this Schedule.

7 CYCLEWAY CONTRIBUTION

- 7.1 Upon receipt of the Cycleway Contributions under paragraph 8 of Fourth 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 Site.
- 7.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Cycleway Contribution to issue to the party that paid the Cycleway Contributions an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Cycleway Contribution has been expended by the County Council
- 7.3 If or to the extent that any of the Cycleway Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 8.2 above the County Council shall on such date refund to the party that paid the Cycleway Contribution any unexpended part of the Cycleway Contributions 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.
- 7.4 If at the end of the period referred to in paragraph 8.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Cycleway Contributions or part thereof for the purposes specified in paragraph 8.1 then the County Council shall not be required to refund any part of the Cycleway Contributions 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 Cycleway Contributions in the manner set out in paragraph 8.2 of this Schedule and refund any unexpended part of the Cycleway Contributions in the manner set out in paragraph 8.3 of this Schedule.

APPENDIX 1 DRAFT PLANNING PERMISSION

**Town & Country Planning Act 1990 (as amended)
Town & country Planning (Development Management
Procedure) (England) Order 2015 - Article 5**

Application for Outline Consent

DECISION NOTICE

Application Ref: Y/91/17/OUT

DRAFT

To Addressee

Nexus Planning
Suite A, 3 Weybridge Business Park
Addlestone Road
Weybridge
Surrey
KT15 2BW

Site Address

Land at Bilsham Road
Yapton

Description of Development

Outline application for the development of up to 250 residential dwellings (Class C3), vehicular access, public open space, ancillary works and associated infrastructure. Departure from the Development Plan

In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans and subject to compliance the following conditions and Section 106 agreement.

1

The permission hereby granted is an outline permission under s92 of the Town and Country Planning Act 1990 (as amended) and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 3 years beginning with the date of this permission:-

- (a) Layout;
- (b) Scale;
- (c) Appearance;
- (d) Landscaping.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be begun before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Location Plan - 1244G.01

Parameter Plan - 1244G.02

Proposed Site Access B2132 Bilsham Road - 14-111/201 Rev A

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy D DM1 of the Arun Local Plan (2011-2031).

- 4 No development shall take place until a detailed scheme of phasing for the construction of the dwellings and associated highways and public areas has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include a schedule identifying the order of anticipated commencement and completion within each phase of construction.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with Policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because the phasing of the development needs to be satisfactory before work commences.

- 5 No development in any phase shall be carried out unless and until a schedule of materials and finishes to be used for that phase for external walls and roofs of the proposed buildings has been submitted to and approved by the Local Planning Authority. No development in any phase shall be carried out unless and until a 'statement of detail' for that phase has been submitted to and approved settling out details of proposed windows and doors, the materials and 'statement of details' so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve buildings of visual quality in accordance with Policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because the use of satisfactory external materials goes to the heart of the planning permission.

- 6 Prior to the submission of any reserved matters application a design code masterplan shall be submitted to, and approved in writing, by the Local Planning Authority. This document shall demonstrate how the detailed proposals will reflect the objectives of the;

Illustrative Site Layout Plan - 1244G.03A
Design and Access Statement - 19th October 2018

The design code masterplan will provide further details on matters such as character areas, street hierarchy, building typologies, key buildings, the approach to car parking, street furniture, street lighting, street furniture, lighting and treatment of the public realm. The development shall be carried out in accordance with the approved design code.

Reason: To enable the Local Planning Authority to control the development in details in the interests of amenity by endeavouring to achieve buildings of visual quality in accordance with Policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because the design of the scheme goes to the heart of the planning permission.

- 7 The landscaping and layout particulars to be submitted in accordance with Condition 1 shall include:

- i. Details of all existing trees and hedgerows on the land, showing which are to be retained and which removed;
- ii. Details of the positions, height, design, materials and type of boundary treatment to be provided;
- iii. Details of any proposed alterations in existing ground levels, and of the position of any proposed excavation, within the crown spread of any retained tree
- iv. The detailed landscape design for the development including the layout and design of the public realm within the development;
- v. Details of the surfacing, and signage of all footpaths, and a phasing plan for their provision;

No hedge or tree shall be felled, uprooted or otherwise removed before, during or after the construction period except where removal is indicated on a plan approved by the Local Planning Authority.

Reason: In the interests of amenity and of the environment of the development in accordance with Policy ENV DM4 of the Arun Local Plan.

- 8 Prior to the commencement of each phase of the development an Arboricultural Method Statement and Tree Protection Plan shall be submitted for that phase to and approved in writing by the Local Planning Authority and the development shall be undertaken in strict accordance with the details so approved.

Reason: To ensure the retention and maintenance of trees and vegetation which are an important feature of the area in accordance with Policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as the protection and retention of trees goes to the heart of the planning permission.

9

Prior to the approval of any reserved matter full details of the proposed surface water drainage scheme shall be submitted to and approved in writing by the local planning authority, and shall include:

- Winter groundwater monitoring to established highest annual ground water levels and percolation testing to BRE 365, or similar approved, will be required to support the design of any infiltration drainage.
- Details of any discharge of any flows to watercourses, the culverting or diversion, infilling or obstruction of any watercourses on the site.
- Arrangements for the access and maintenance of any watercourse or culvert (piped watercourse) passing over/abutting the site.

No building shall be occupied in any phase until the complete surface water drainage system serving it has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with Policies D DM1, W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the surface water disposal scheme is agreed before construction commences and to protect existing watercourses prior to the commencement of development.

10

Prior to the occupation of each phase full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual for that phase and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with Policies D DM1, W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

11

Prior to any building being occupied in a phase, and after completed construction of the surface water drainage system serving it, the owner or management company shall either provide the local planning authority with an updated copy of the management manual incorporating any changes as a result of construction/implementation or confirm in writing that no changes are required to the manual.

No further changes shall be made to the approved surface water drainage system Maintenance & Management Plan/Regime including the management company responsible for the financial arrangements between the owners of the dwellings & the management company other than with the written consent of the Local Planning Authority.

The owner or management company shall thereafter strictly adhere to and implement the recommendations contained within the manual to ensure that the system is maintained in perpetuity.

Reason: To ensure the efficient maintenance and on-going operation of the surface water drainage system and to ensure the best practice in line with guidance set out in 'The SuDS Manual' CIRIA publication ref: C753 Chapter 32, in accordance with Policies D DM1, W DM2 and W DM3 of the Arun Local Plan.

12

Prior to the approval of any reserved matter details of a proposed foul drainage system shall be submitted to and approved in writing by the Local Planning Authority (including details of its siting, design and subsequent management/maintenance, if appropriate) and no dwelling shall be occupied until works for the disposal of sewage relating to that dwelling have been fully implemented in accordance with the approved details.

Reason: To ensure adequate infrastructure is provided to enable the scheme to be satisfactorily drained in accordance with Policies D DM1, W DM1 and W SP1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as the foul drainage system goes to the heart of the planning permission.

13

Prior to the commencement of construction works or any preparatory works for any phase an Ecological Management and Mitigation Plan including a Schedule of Works for that phase shall be submitted to the Local Planning Authority for approval. All approved details shall then be implemented in full and in accordance with the agreed timings and details.

Reason: This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national guidance and Policy ENV SP1 and ENV DM5 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because of the need ensure measures are in place to protect wildlife and habitats on site prior to any disturbance.

14

Prior to the commencement of development the mitigation strategy for reptiles shall be implemented in accordance with the details specified within the 'Detailed Reptile Survey Report (June 2016)'.

Reason: This condition is necessary to ensure the protection of reptiles and supporting habitat in accordance with Policy ENV SP1 and ENV DM5 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because of the need to ensure measures are in place to protect reptiles and their habitat on site prior to any disturbance.

- 15 Prior to the occupation of any dwelling of a particular phase, a scheme for external lighting for that phase shall be submitted and approved in writing by the Local Planning Authority. The scheme shall ensure that the lighting is sensitive to bats by minimising the lighting of the woodland along the southern and western boundaries and shall comply with Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light, Obtrusive Light Limitations for Exterior Lighting Installations for Zone E2.

Reason: To control the residential amenities of the local environment in accordance with Policies D DM1 and QE DM2 of the Arun Local Plan.

- 16 Prior to the commencement of development in each phase, including any works of demolition, a Construction Management Plan shall be submitted for approval in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period of that phase. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

- The anticipated number, frequency and types of vehicles used during construction,
- The method of access and routing of vehicles during construction,
- Full details of the construction compound,
- Soil resources plan,
- Dust mitigation measures,
- Noise reduction measures,
- The parking of vehicles by site operatives and visitors,
- The loading and unloading of plant, materials and waste,
- The storage of plant and materials used in construction of the development,
- The erection and maintenance of security hoarding,
- The provision of effective wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- Details of public engagement both prior to and during construction works.

Reason: In the interests of highway safety and the amenities of the area in accordance with Policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because of the safety and amenity issues that need to be addressed.

- 17 During the construction phase no machinery/vehicles or plant shall be operated on the site, no process shall be carried out and no deliveries taken at or despatched except between the hours of:

7.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive
 8.00 a.m. and 1.00 p.m. on Saturday
 Not at any time on Sundays or Public Holidays

Reason: In the interests of amenity in accordance with Policies D DM1 and QE DM1 of the Arun Local Plan.

- 18 No raw materials, finished or unfinished products or parts, crates, packing materials or waste shall be stacked or stored on the site except within the storage areas identified in the Construction Management Plan at any time approved by the Local Planning Authority.

Reason: To safeguard the amenities of neighbouring properties in accordance with Policy D DM1 of the Arun Local Plan.

- 19 Prior to commencement of development for each phase the applicant shall prepare and submit for approval an Employment and Skills Plan for the construction of each phase of the development. Following approval of the Employment and Skills Plan the developer will implement and promote the objectives of the approved plan.

Reason: in accordance with Policy SKILLS SP1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to as it relates to the construction phase of development.

- 20 No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawing titled 'Proposed Site Access B2132 Bilsham Road' and numbered 14-111/201 Rev A.

Reason: In the interests of amenity and to avoid unacceptable harm to highway safety in accordance with policies T SP1 and D DM1 of the Arun District Local Plan. It is considered necessary for this to be a pre-commencement condition as establishing an access to the site goes to the heart of the planning permission.

- 21 No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport in accordance with Policies D DM1 and T SP1 of the Arun Local Plan.

- 22 Before development commences on any phase a scheme identifying the principles to be incorporated into detailed building design as the means of energy conservation, together with on-site energy renewable devices for that phase, shall be submitted to and agreed with the Local Planning Authority. Such scheme as is submitted shall seek as a target the provision of on-site renewable energy which will generate an estimated 10% of annual energy requirements of the buildings granted planning permission. In determining the provision of on-site energy generation account will be taken of the impact on the viability of the development. Such scheme as is approved will be implemented in accordance with the scheme for that phase.

Reason: In accordance with Policy ECC SP2 of the Arun Local Plan. It is considered necessary for this be a pre-commencement condition as sustainability goes to the heart of the approval.

- 23 Prior to the commencement of each phase of the development, a strategy for the provision or facilitation of broadband provision to future occupants of the site in that phase shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall seek to ensure that upon occupation of a dwelling in that phase, either a landline or ducting to facilitate the provision of a broadband service to that dwelling from a site-wide network, is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site shall be carried out in accordance with the approved strategy.

Reason: To ensure that the needs of future residents to connect to the internet does not necessarily entail engineering works to an otherwise finished and high quality living environment in accordance with Policy TEL SP1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because the provision of broadband needs to be incorporated into the design for the site.

- 24 No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority.

Reason: The site has the potential to contain unknown remains of archaeological importance therefore in accordance with Policies D DM1 and HER DM6 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition because archaeology can only be investigated before construction commences.

- 25 Prior to the commencement of any phase of development, an Electric Vehicle Charging Strategy will be prepared and submitted to the Local Planning Authority which identifies the nature, form and location of electric charging infrastructure to be provided across the development. The electric vehicle strategy shall then be implemented in accordance with the approved details and maintained in perpetuity.

Reason: New petrol and diesel cars/vans will not be sold beyond 2040, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with Policy D DM1 and Policy QE DM3 (c) of the Arun Local Plan and the NPPF. It is considered necessary for this to be a pre-commencement condition to ensure that the requisite charging infrastructure is designed into the housing development and it is implemented.

- 26 At least twenty-five percent (25%) of all 1, 2 and 3 bedroom dwellings shall be designed and constructed to Lifetime Homes standards or equivalent current standard to be agreed in writing with the Local Planning Authority.

Reason: To ensure that dwellings are adaptable and meet the diverse needs of future occupiers in accordance with policy H3 of the Yapton Neighbourhood Plan, policy D DM1 of the Arun Local Plan and Paragraph 61 of the NPPF.

27

No development shall commence on any phase until plans of the site showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the proposed completed height of the development and any retaining walls for that phase have been submitted to, and approved in writing by, the Local Planning Authority. The details shall clearly identify the relationship of the proposed ground levels and proposed completed height with adjacent buildings. The development thereafter shall be carried out in accordance with the approved details for that phase.

Reason: To ensure that a satisfactory relationship results between the new development and adjacent buildings and public areas in accordance with policy D DM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as these details relate to the construction of the development and thus go to the heart of the planning permission.

28

Prior to the commencement of development the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
all previous uses potential contaminants associated with those uses
a conceptual model of the site indicating sources, pathways and receptors
potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented as approved.

Where demolition is required 1. and 2. above should be submitted prior to demolition. Parts 3. and 4. can take place post demolition if necessary.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun Local Plan policies QE SP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

29

If during development, contamination not previously identified, is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun Local Plan policies QE SP1 and QE DM4.

- 30 Prior to commencement of development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

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- Reason: To protect the environment and prevent harm to human health by ensuring that the remediated site has been reclaimed in an appropriate standard in accordance with Arun Local Plan policies QE SP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.
- 31 No more than 95% of the total dwellings to be provided on this site shall be occupied until such time as the primary route (Residential Street as defined in the DAS dated October 2018) has been constructed linking Main Road with the boundary of the site with Y/91/17/OUT.

Reason: The Burndell Road and Bilsham Road mini roundabout has been shown to be approaching capacity in sensitivity tests when the through road has not been constructed and the developments are fully occupied. Therefore, this condition is considered necessary in the interests of highway capacity and safety in accordance with policies T SP1 and D DM1 of the Arun District Local Plan.

INFORMATIVE: The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

INFORMATIVE: The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.

INFORMATIVE: This notice does not give authority to destroy or damage a bat roost or disturb a bat. Bat species are protected under Section 39 of the 1994 Conservation (Natural Habitats etc) Regulations (as amended), the 1981 Wildlife and Countryside Act (as amended) and the 2000 Countryside and Rights of Way Act. It is illegal to damage or destroy any bat roost, whether occupied or not, or disturb or harm a bat. If you are aware that bats roost in a tree(s) for which work is planned, you should take further advice from Natural England (via the Bat Conservation Trust on 0845 1300228) or an ecological consultant before you start. If bats are discovered during the work, you must stop immediately and contact Natural England before continuing.

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.


Neil Crowther
Group Head of Planning

Case Officer: Mr D Eason

Date of Decision:

Arun District Council
The Arun Civic Centre
Maltrevere Road
Littlehampton
West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

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APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against this planning application decision, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <http://acp.planninginspectorate.gov.uk>

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

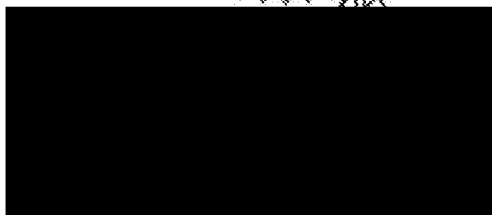
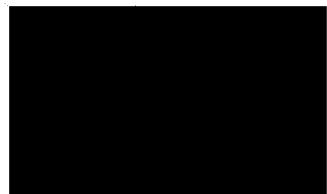
PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

APPENDIX 2 SITE LOCATION PLAN



LAND AT BLUSHAM ROAD,
VAPTON

Site location plan

07.11.17 1:2500@A3 12:45:01

Scale 1:2500

KEY
Site boundary

This drawing is for planning purposes only.
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urban design
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APPENDIX 3 ILLUSTRATIVE MASTER PLAN

YAPTON - SD7 SITE

Project:
Blueprint investigation

Date:
15/09/2019

Page:
25/07/18

Version:
1244 04a

KEY



Application site boundary



Housing development block



Frontage development



Village street / Residential Spine Road



Emergency access



Public rights of way / cycle links



New pedestrian / cycle links



Existing trees and hedgerows retention



Parks and gardens open space



Natural and semi natural open space



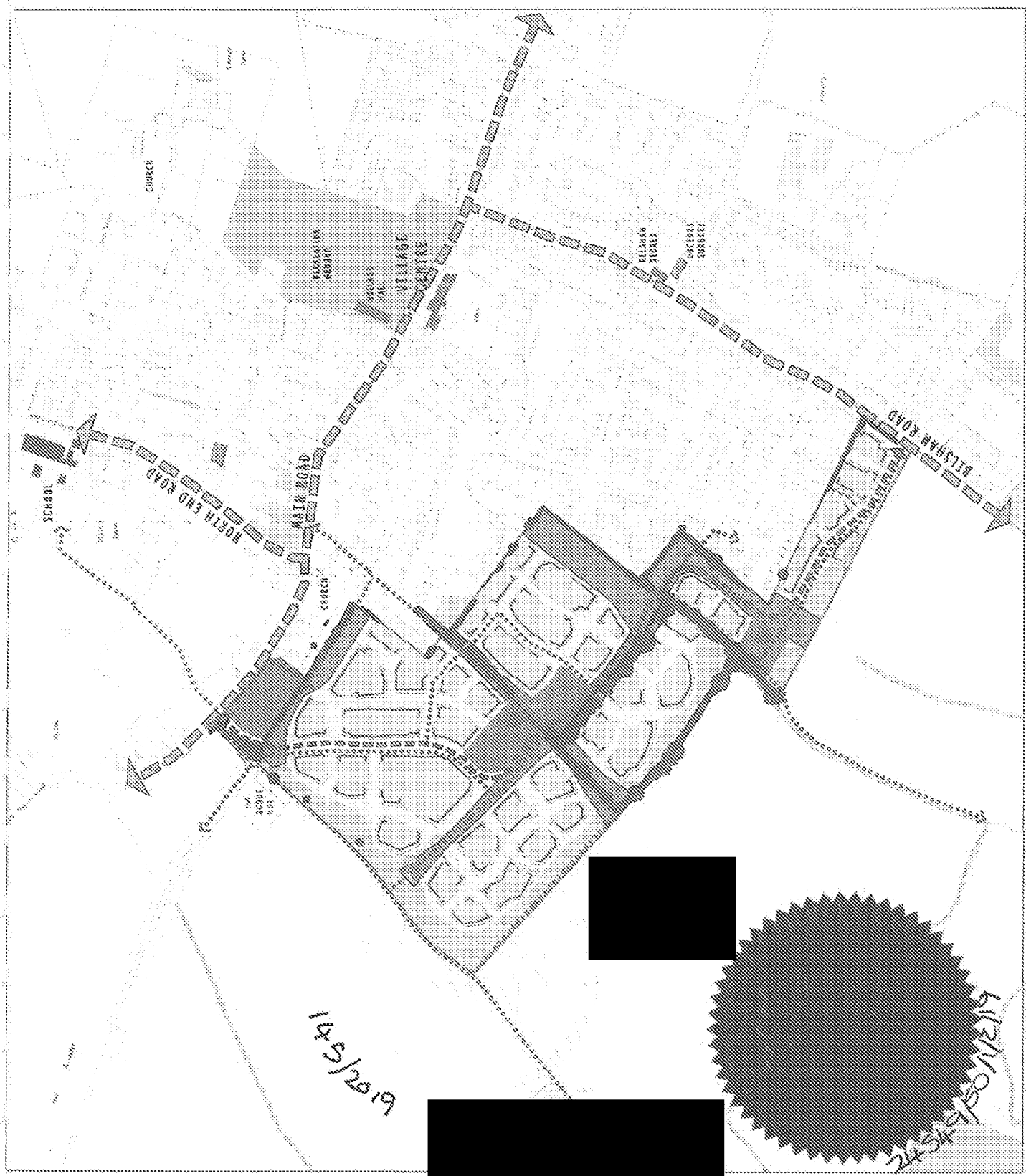
Amenity greenspace



Children's Play Area (LEAP)



Children's Play Area (LEAP)



APPENDIX 4

ARUN PREFERRED REGISTERED PARTNERS – APRIL 2018

Provider	Contact and email	Address	Tel. No
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	[REDACTED]
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	[REDACTED]
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	[REDACTED]

Hastoe
Housing
Association

Karen Hillhouse



Marina House
17 Marina Place
Hampton Wick
Kingston-Upon-
Thames
Surrey
KT1 4BH



APPENDIX 5
DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) []

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

relating to
rented units at

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THIS DEED OF NOMINATION RIGHTS is made on

20[]

BETWEEN

- (1) [·][] of [·][]; and
- (2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF.

1 DEFINITIONS

In this Deed :

“Initial Let” means the first tenancy of such newly constructed and previously unoccupied Rented Unit;

“Nominee” means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit;

“Nomination List” means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).

“Property” means the land at shown edged red on the attached plan.

“Rented Units” residential units in the form of houses.

“Subsequent Nominee” means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

“Tenancy Agreement” means an assured Tenancy Agreement in a form prepared by the RSL and containing terms which accord with the form of Tenancy Agreement being used by the RSL from time to time for its general lettings.

“Vacancy Notice” means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this 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.

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

- (a) moved to other accommodation either by transfer or decant provided by the RSL;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this 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 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer

and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

- 3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:
- 3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The RSL shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10 working days of receipt of the Void Notice.
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

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

- 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the RSL;
- 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this 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 RSL 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 RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator) or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

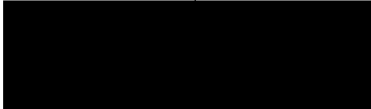
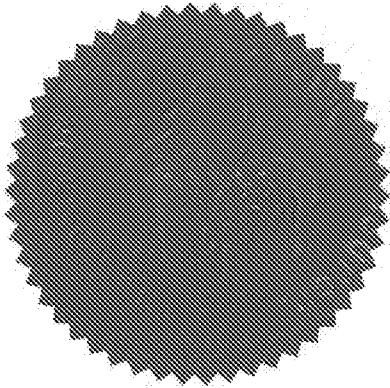
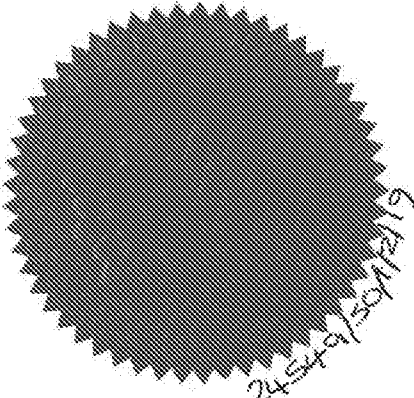
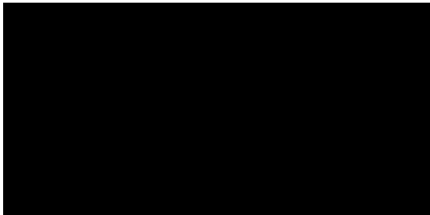
The parties agree:

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 of it.

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

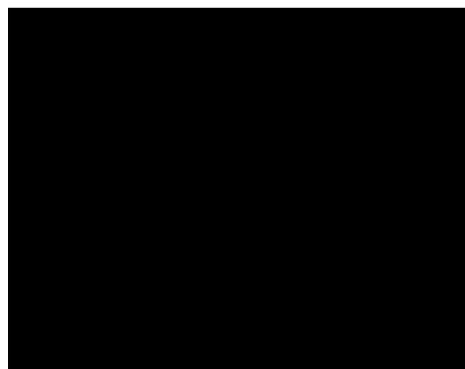
EXECUTED BY AFFIXING with the COMMON SEAL of ARUN DISTRICT COUNCIL in the presence of:  Seal Book No: 145/2019 AUTHORISED SIGNATORY PRINT NAME SALLY SODDEN JOB TITLE CONFLICTS LAWYER	
EXECUTED BY AFFIXING with the COMMON SEAL of WEST SUSSEX COUNTY COUNCIL in the presence of:  Seal Book No AUTHORISED SIGNATORY: PRINT NAME: JONATHAN BROWN JOB TITLE: SENIOR SOLICITOR	 24/09/2019
SIGNED and DELIVERED by FRANCIS CHARLES NEWBOULD as his Deed in the presence of: Witness Name: Witness Address: Witness Occupation:	 ROBERT MCGARON 100 HAYTH COTTAGE PERWORTH GU28 0HE SOLICITOR

SIGNED and DELIVERED
by JEREMY CHARLES LOVEYS
acting through his duly authorised
attorney MARTYN JOHN COLIN
LOVEYS in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:



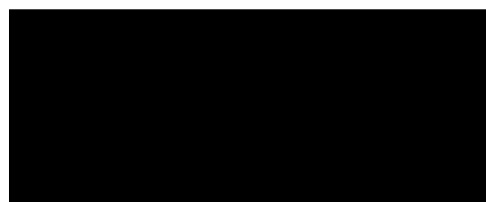
LOW HEATH COTTAGE
PERWORTH GU28 0HE
Solicitor

SIGNED and DELIVERED
by MARTYN JOHN COLIN LOVEYS
as his Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:



Robert Newton
LOW HEATH COTTAGE
PERWORTH GU28 0HE
Solicitor

SIGNED and DELIVERED
by RICHARD WILLIAM WESTON
as his Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:



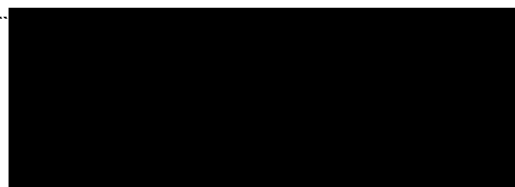
Robert Newton
LOW HEATH COTTAGE
PERWORTH GU28 0HE
Solicitor

SIGNED and DELIVERED
by SHIRLEY WESTON
as her Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:



Robert Newton
LOW HEATH COTTAGE
PERWORTH GU28 0HE
Solicitor

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