

DATED THIS 30 DAY OF May 2019		
(1)	ARUN DISTRICT COUNCIL	
(2)	WEST SUSSEX COUNTY COUNCIL	
(3)	LANDLINK ESTATES LIMITED	
(4)	DAVID WINSTON LANGMEAD and SANDRA ANN LANGMEAD and DENTON & CO TRUSTEES LIMITED	
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 and other powers relating to Land east of Drove Lane, Yapton, West Sussex, BN18 0EB Ref: Y/92/17/OUT	
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON	

Date:	30 May	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.	LANDLINK ESTATES LIMITED (Company Registration Number 02804694) who registered office is situated at Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH (" the Applicant ")
4.	DAVID WINSTON LANGMEAD and SANDRA ANN LANGMEAD of Halnaker House, Park Lane, Halnaker, Chichester, PO18 0QW and DENTON & CO TRUSTEES LIMITED (Co. Regn. No. 01939029) care of Dentons, Sutton House, Weyside Park, Catteshall Lane, Godalming GU7 1XE (" the Owner ")

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 for the area in which the Land is situated.
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 Applicant has made the Application
4.	The Owner and the Applicant 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.
5.	The Owner is the freehold owner of that part of the Land registered at HM land Registry under title number WSX400173
6.	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 the forms of housing identified within the NPPF which may include but is not limited to • social rented housing • affordable rented housing • Build to Rent Housing • Starter Homes • Rent to Buy • shared ownership housing • intermediate housing (including intermediate rent, shared equity, low cost homes for sale and discount market homes)
"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 subject to such changes as may be agreed with the Council to incorporate other forms of Affordable Housing and "Affordable Housing Unit" shall be construed accordingly
"Affordable Housing Commuted Sum"	means in the event that paragraph 1.5.4 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 Dwelling Units and /or land upon which

		those units are to be constructed to an Approved Body 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 registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 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 "Affordable housing for rent" as defined in Annex 2 of the NPPF and "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/92/17/OUT
	"Approved Affordable Housing Scheme"	means a scheme by the Owner, approved in writing by the Council, setting out, in relation to the Affordable Dwellings:
		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 demolition 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"	means the potential alignments of an addition to the Yapton to Barnham cycle route as shown indicatively coloured in green on the Plan attached to this Agreement at Appendix 2 which cycleway shall be dedicated pursuant to S.25 Highways Act 1980 pursuant to paragraph 8.1 of the Fourth Schedule of this Agreement;
	"Cycleway Contribution"	means a financial contribution of £40,500.00 (forty thousand five hundred pounds) towards the provision of the Cycleway by the County Council and payable in accordance with paragraph 8.2

		and 8.3 of the Fourth Schedule of this Agreement;																								
	"Cycleway Scheme"	means a detailed scheme for the provision of the Yapton to Barnham cycle route Cycleway																								
	"the Development"	means the development of the Land for the erection of up to 300 residential dwellings (Class C3), vehicular access, public open space, ancillary works and associated infrastructure																								
	"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 £395,744.18 to be used 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 x Z = 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 Dwelling Units, less any allowance for Affordable Housing Units (which for Arun District is 100% only for Affordable RentUnits and all other forms of affordable dwelling including Intermediate Housing Units receive no discount) 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: <table><tr><th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table>	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
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 at the time of payment (which, for information, for 2018/19 is £15 for Southern Division) and 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;				
	"Highway Contribution"	means a financial contribution of: <table><tr><td>1</td><td>£550,000.00 (five hundred and fifty thousand pounds) as a contribution towards delivery of WSCC Preferred junction improvement scheme for the Oystercatcher Junction</td></tr><tr><td>2</td><td>£345,952.00 (three hundred and forty-five thousand nine hundred and fifty two pounds) as a contribution towards improvements at Comet Corner , link improvements on the A259 from the western approach to Comet Corner junction to Littlehampton or towards traffic calming and public realm improvements in Barham village centre</td></tr></table> and payable in accordance with paragraph 7 of the Fourth Schedule of this Agreement;	1	£550,000.00 (five hundred and fifty thousand pounds) as a contribution towards delivery of WSCC Preferred junction improvement scheme for the Oystercatcher Junction	2	£345,952.00 (three hundred and forty-five thousand nine hundred and fifty two pounds) as a contribution towards improvements at Comet Corner , link improvements on the A259 from the western approach to Comet Corner junction to Littlehampton or towards traffic calming and public realm improvements in Barham village centre
1	£550,000.00 (five hundred and fifty thousand pounds) as a contribution towards delivery of WSCC Preferred junction improvement scheme for the Oystercatcher Junction					
2	£345,952.00 (three hundred and forty-five thousand nine hundred and fifty two pounds) as a contribution towards improvements at Comet Corner , link improvements on the A259 from the western approach to Comet Corner junction to Littlehampton or towards traffic calming and public realm improvements in Barham village centre					
	"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);				
	"Improvement Works"	means the provision of the following on the existing public highway:				

		- local improvements including pedestrian crossing facilities in Yapton and the new site access as shown indicatively on drawing number 14-111/305 appended to this Agreement at Appendix 6
	"Improvement Works Scheme"	means a scheme in respect of the Improvement Works delivered in accordance with Paragraph [9] of the Fourth Schedule of this Agreement
	"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
	"Index Linked"	means indexation (which may increase or decrease) calculated by multiplying the relevant sum by <u>Final Index Figure</u> <u>Base Index Figure</u> Where: Base Index Figure equals the latest published figure in the Index at the date of this Agreement and Final Index Figure equals the latest figure published in the index at the date of the relevant payment is made
	"Interest Rate"	means the rate of 4% above the base rate from time to time of the 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 Drove Lane, Yapton, as shown for identification purposes only edged red on the Plan of which part is registered at the Land Registry under the title number WSX400173 and part is unregistered
"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)
"Leisure Pitch Contribution"	means the sum of £82,093.00 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the Reserved Matter Applications is less than 300) to be paid to the Council and used towards provision of enhanced sport facilities as part of the Ford Strategic Allocation to accommodate demand from Yapton
"Leisure Sports Hall Contribution"	means the sum of £134,679.00 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the Reserved Matter Applications is less than 300) 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
"Leisure 3G Pitch Contribution"	means the sum of £19,818.00 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the

		Reserved Matter Applications is less than 300) to be paid to the Council and used towards the fencing and lighting at the new 3G pitch in the West Analysis Area.
	"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 Wales or Scotland; and 3. whose primary objects permit it to maintain and renew the Public Open Space;
	"Market Housing Units"	means all those residential units to be constructed on the Land pursuant to the Permission which are not Affordable Dwelling Units
	"National Planning Policy Framework"	means the National Planning Policy Framework dated February 2019 (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 £329,013 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the Reserved Matter Applications is less than 300)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(SD8).

"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 4 to this Agreement
"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Dwelling Units in accordance with paragraphs 1.10 and 1.11 of the Third Schedule to this Agreement
"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 Area Contribution"	means a financial contribution of £32,727.27 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the Reserved Matter Applications is less than 300) 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 the areas of public open space to be provided within the Site as shall be detailed in the Open Space Scheme and the Reserved Matter Applications
"Open Space Maintenance Commuted Sum"	means the Sum of £13.51 per m ² 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 of the First 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 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 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
"Owners"	means collectively the First Owner the Second Owner the Third Owner the Fourth Owner and the Fifth Owner and "Owner" shall be construed accordingly;
"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
"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 a Reserved Matters Approval and "Phases" shall be construed accordingly;
	"Plan"	means the plan annexed as Appendix 1 hereto and marked "Plan":
	"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 as set out in the Play Area Scheme
	"Play Areas Commuted Sum"	means the Sum of £13.51 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 9 of the First Schedule
	"Play Area Scheme"	means a scheme setting out: a) the details of the LAPs and LEAPS to be provided at the Development b) the location of the LAPs and LEAPS to be provided at the Development c) the proposed timetable and programme for delivery of the Play Areas 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 d) a maintenance and management plan for any Open Space to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or

			some other body or organisation; 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
	"Police Infrastructure Contribution"	means the total sum of £36,439.37 (PROVIDED THAT this figure shall be reduced proportionately in the event that the total amount of Dwellings comprised in the Development as approved in the Reserved Matter Applications is less than 300) to be paid to the Council for the onward transmission to Sussex Police (or other relevant police body or authority) comprising:	
		1	£7,227.82 to be used towards the recruitment, training and provision of equipment for an additional officer to work in the Yapton neighbourhood policing team within the area of the Development;
		2	£1,510.08 to be used towards the cost of start-up equipment, recruitment and training costs of an additional support staff person to work in the Yapton neighbourhood policing team within the area of the Development.
		3	£17,006.47 to be used towards the costs of accommodating additional officers / staff at Bognor Regis Police Station
		4	£10,290 to be used towards the maintenance of the police vehicle fleet;
		5	£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 £2,106,562 (two million one hundred and six thousand five hundred and sixty-two 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 a) in the case of Affordable Dwelling Units to design and construct such units for for habitation in accordance with the Design and Quality Standards of the Homes and Communities Agency or any replacement standards (or equivalent standards published by any replacement or successor body) to the reasonable satisfaction of the Approved Body and "Provided" shall be construed accordingly
	"Purchase Price"	has the meaning ascribed in paragraph 1.14.1.2 of the Third Schedule;
	"Qualifying Occupier"	means a person who qualifies for Affordable Housing being a person or persons 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 Annex 1 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
	"Sale Notice"	has the meaning ascribed in paragraph 1.7.1(a) of the Third Schedule;
	"Scheme"	has the meaning ascribed in paragraph 3.2.2 of the Third Schedule;
	"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 Housing 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
	"Secondary Education Contribution"	means a financial contribution to be calculated using the following formula: $£33,538.00 \times \text{Additional Child Product (ACP)} = \text{Secondary Education Contribution.}$ 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 (for the avoidance of doubt including Affordable Housing Units), as approved by a subsequent reserved matters planning application. The current occupancy rates using 2011 census data are as follows: <table><tr><td>Dwelling Size</td><td></td><td>House</td><td>Flat</td></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the latest published 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 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). So from the occupancy rate of the housing mix the numbers of additional secondary age coming from each of the strategic sites can be determined. The Secondary Education Contribution is to be used towards phase 2 of a new secondary school for Arun payable in accordance with paragraph 3 of the Fourth Schedule of this Agreement;	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
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																		
"Sixth Form Education Contribution"	means a financial contribution to be calculated in accordance with the following formula: $\text{DfE Figure} \times \text{ACP} = \text{Sixth Form Education Contribution}$ 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 Dwelling Units, less any allowance for affordable dwellings (which for Arun District is 100% only for Social Rented Units all other forms of affordable dwelling including Intermediate Housing Units receive no discount), 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 published occupancy rates 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 Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Sixth Form Education Contribution is paid (which currently for the financial year 2018/2019 are – Primary £17,920, Secondary £27,000, Further Education £29,283), updated as necessary by the BCIS Index

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;
	"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 specified in this Deed and in accordance with Section 106 of the Act as local planning authorities against the Owner.	
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, 9, 10, 20 and 21 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 Owner shall be released from all 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 Owner 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 Owner covenants with the Council so as to bind the Land to perform the obligations as set out in Third Schedule.		
	5.2	The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in 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	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
	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.
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, 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 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and		
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 1 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 RPI Index for the month two months before the Specified Date
		D	is the RPI 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 2 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 BCIS Index for the quarter preceding the Specified Date
		D	is the BCIS Index for the quarter preceding the date that Planning Permission is granted
		C/D	is equal to or greater than 1
	16.3	Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.	
	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 Owner at the address stated in this Agreement quoting the Planning Application Number
	19.2.4	to the Applicant at the address stated in this Agreement quoting the Planning Application Number
		<i>or at such other address as the relevant party shall specify by notice to the other parties</i>
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 P019 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 Occupy any Dwellings on a Phase in 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 the provisions of this paragraph 1 the Affordable Housing Units shall only be disposed of by an Owner to an Affordable Housing Provider save by way of mortgage or charge.	
1.5	Not to Occupy or cause or permit the Occupation of more than:	
		Fifty percent (50%) of the Market Housings 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 the Owners have entered into a legally binding contract with an Affordable Housing Provider for the disposal of the Affordable Housing Units (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)
		Seventy five percent (75%) of the Market Housing Units (or seventy five percent (75%) 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 the Affordable Housing Units have been constructed and are ready for Occupation
1.6	Subject to paragraph 1.7 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	First Offer	
		1.7.1.1	The Owner shall offer to transfer the Affordable Housing Units to an Affordable Housing Provider on terms which reflect market value and conditions at the time of the offer ("First Offer") which offer shall include:
		1.7.1.1.1	A contract for the sale of land; and
		1.7.1.1.2	A draft transfer which shall include the provisions set out in paragraph 1.9 below.
		1.7.1.2	The First Offer shall remain open for acceptance for no less than three (3no) 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 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
COMMUTED SUM PAYABLE IF THE FIRST AND SECOND OFFER ARE NOT IMPLEMENTED			
	1.8	In the event that the Second Offer is not accepted within the Second Offer Period than, subject to paragraph 1.9, the Owner may:	
		1.8.1	pay on or before the occupation of 75% of the Market Units the Affordable Housing Commuted Sum to the Council whereupon once such sum has been paid to the Council the Owners and any successors in title shall be released from the provisions of this paragraph 1 insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Market Units; or

		1.8.2	Dispose of all or any of the Affordable Dwellings as Intermediate Units to an Affordable Housing Provider; or
		1.8.3	Dispose of all or any of the Affordable Dwellings to purchasers nominated through Help to Buy South East at a discount of 20% of the open market value (such discount to be secured in perpetuity)); or
		1.8.4	Dispose of all or any of the Affordable Dwellings to an Affordable Housing Provider or other investor to be approved by the Council to be let at a market rent; or
		1.8.5	Dispose of all or any of the Affordable Dwellings under the starter homes initiative or any other tenure as may be included with the NPPF or its supporting guidance from time to time.
	1.9	Provided that :	
		1.9.1	the Owner shall have provided the Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units to an Affordable Housing Provider; and
		1.9.2	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
FORM OF TRANSFER AND NOMINATIONS AGREEMENT			
	1.10	The Owners covenant with the Council that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:	
		1.10.1	The grant by the Owners of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;
		1.10.2	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
		1.10.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Dwellings

	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 1.8 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.	
	1.11	The Owner covenants with the Council	
	1.11.1		Upon the transfer of any Affordable Rented Unit to an Affordable Housing Provider it will procure that the Affordable Housing provider shall enter in to a Nominations Agreement with the Council substantially in the relevant form set out in Appendix 4 of this Agreement or in such form as may be agreed between the Council and the Owner providing the right for the Council to nominate 100% of first occupiers and a minimum of 75% of subsequent occupiers of any relevant Affordable Rented Units; and
	1.11.2		Written notification of the Disposal shall be provided to the Council.
1.12		The Owner and the Council agree that the provisions of this paragraph 1 shall not apply to:	
	1.12.1		Any mortgagee or charge ("a Chargee") of the Affordable Housing Provider that is the owner of the Affordable Housing Units or any of them (or any receiver including an administrative receiver) appointed by such Chargee or any other person appointed under any security documentation to enable such Chargee to realise its security or any administrator (each referred to in this Deed as "Receiver") and any persons or bodies deriving title through such Chargee or Receiver.
	1.12.2		The owner of an Intermediate Unit who shall have acquired or staircased his interest in that unit such that he owns 100% of the equity in that Unit and any mortgagee charge or Receiver and all successors and assigns.
	1.13	Future Provisions	
	1.13.1		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.

		1.13.2	The provisions of this Third Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
		1.13.2.1	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
		1.13.2.2	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%.
		1.13.3	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 the Council (acting reasonably).
		Mortgagee in Possession Clauses	
	1.14	The Owner and the Council agree that:	
		1.14.1	In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Unit then a chargee or mortgagee ("Mortgagee") shall be entitled to exercise its power of sale free from the restrictions set out in this Third Schedule provided that the Mortgagee shall first have followed the procedure set out below:
		1.14.1.1	the Mortgagee shall give written notice ("Sale Notice") to the Council of its intention to exercise its power of sale;
		1.14.1.2	at the same time as giving the Sale Notice the Mortgagee shall make an offer ("Mortgagee Offer") to sell the Affordable Housing Units to the Council for an amount to be agreed or determined ("Purchase Price");
		1.14.1.3	the Council may notify the Mortgagee in writing within one month of the date of the offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to conditional upon the Purchase Price being acceptable to the Council);
		1.14.1.4	if the Council shall notify the Mortgagee within one month of the time specified in sub-paragraph

				1.14.1.3 of this Schedule that it wishes to accept the offer then:
			(a)	the Mortgagee shall co-operate with the Council to secure the transfer; and
			(b)	the Council and the Mortgagee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraph 1.14 of this Schedule;
		1.14.1.5	Subject to the provisions of sub-paragraph 1.14.1.6 of this Schedule the transfer to the Council or to an Affordable Housing Provider shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Mortgagee and the Council) or determination in accordance with sub-paragraph 1.14.1.4 of this Schedule ("Completion Period");	
		1.14.1.6	If the Mortgagee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of sub-paragraph 1.14.1.5 of this Schedule that party shall give to the other not less than seven d'ys' written notice of its intention to discontinue	
		1.14.1.7	If either:	
			(a)	the Council fails to give notification to the Mortgagee within the time specified in sub-paragraph 1.14.1.3 of this Schedule; or
			(b)	having given notification of refusal of the Offer in accordance with sub-paragraph 1.14.1.3 of this Schedule the Council fails to give notification to the Mortgagee within the time specified in sub-paragraph 1.14.1.3 of this Schedule; or
			(c)	the Council having complied with the time periods specified in sub-paragraph 1.14.1.3 of this Schedule the transfer to either the Council or to an Affordable Housing

				Provider shall not be completed within the Completion Period; or
			(d)	the Council shall serve notice of its intention to discontinue under sub-paragraph 1.14.1.6 of this Schedule
				then the Mortgagee shall be under no obligation to sell the Affordable Housing Units either to the Council or to an Affordable Housing Provider and shall be entitled to exercise its power of sale without any of the provisions of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.
		1.14.1.8		It is agreed that at all times the rights and obligations in this paragraph 1.14 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council shall in formulating or promoting any arrangements referred to in sub-paragraph 1.14.1.4 of this Schedule give full consideration to protecting the interests of the Mortgagee in respect of monies outstanding under the charge or mortgage.
	1.15	the Owners and the Council hereby agree that		
		1.15.1		in the event of a default under any security referred to in paragraph 1.14 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 1 the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider will not be prevented;
		1.15.2		subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 1.14 the disposal of any interest in the Affordable Dwellings by the Chargee in the exercise of its power of sale will not be prevented.
2	LEISURE PITCH CONTRIBUTION			
	2.1	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the Leisure Pitch Contribution		
	2.2	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the Leisure Pitch Contribution has been paid to the Council.		

2.3	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the Leisure Pitch Contribution
2.4	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the Leisure Pitch Contribution has been paid to the Council.
2.5	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the Leisure Pitch Contribution
2.6	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the Leisure Pitch Contribution has been paid to the Council.
2.7	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the Leisure Pitch Contribution
2.8	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the Leisure Pitch Contribution has been paid to the Council.
2.9	To pay to the Council before the Occupation of the 251 st Dwelling Unit 20% of the Leisure Pitch Contribution
2.10	Not to Occupy or permit Occupation of more than 251 Dwelling Units until 20% of the Leisure Pitch Contribution has been paid to the Council.
3	LEISURE SPORTS HALL CONTRIBUTION
3.1	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the Leisure Sports Hall Contribution
3.2	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the Leisure Sports Hall Contribution has been paid to the Council.
3.3	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the Leisure Sports Hall Contribution
3.4	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the Leisure Sports Hall Contribution has been paid to the Council.
3.5	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the Leisure Sports Hall Contribution

	3.6	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the Leisure Sports Hall Contribution has been paid to the Council.
	3.7	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the Leisure Sports Hall Contribution
	3.8	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the Leisure Sports Hall Contribution has been paid to the Council.
	3.9	To pay to the Council before the Occupation of the 251 st Dwelling Unit 20% of the Leisure Sports Hall Contribution
	3.10	Not to Occupy or permit Occupation of more than 251 Dwelling Units until 20% of the Leisure Sports Hall Contribution has been paid to the Council.
4	LEISURE 3G PITCH CONTRIBUTION	
	4.1	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the Leisure 3G Pitch Contribution
	4.2	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the Leisure 3G Pitch Contribution has been paid to the Council.
	4.3	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the Leisure 3G Pitch Contribution
	4.4	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the Leisure 3GPitch Contribution has been paid to the Council.
	4.5	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the Leisure 3G Pitch Contribution
	4.6	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the Leisure 3G Pitch Contribution has been paid to the Council.
	4.7	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the Leisure Pitch Contribution
	4.8	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the Leisure 3G Pitch Contribution has been paid to the Council.
	4.9	To pay to the Council before the Occupation of the 251 st Dwelling Unit 20% of the Leisure 3G Pitch Contribution

	4.10	Not to Occupy or permit Occupation of more than 251 Dwelling Units until 20% of the Leisure 3G Pitch Contribution has been paid to the Council.
5	NHS CONTRIBUTION	
	5.1	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the NHS Contribution
	5.2	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the NHS Contribution has been paid to the Council.
	5.3	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the NHS Contribution
	5.4	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the NHS Contribution has been paid to the Council.
	5.5	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the NHS Contribution
	5.6	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the NHS Contribution has been paid to the Council.
	5.7	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the NHS Contribution
	5.8	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the NHS Contribution has been paid to the Council.
	5.9	To pay to the Council before the Occupation of the 251 st Dwelling Unit 20% of the NHS Contribution
	5.10	Not to Occupy or permit Occupation of more than 251 Dwelling Units until 20% of the NHS Contribution has been paid to the Council.
6	OFF SITE PLAY AREA CONTRIBUTION	
	6.1	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the Off Site Play Area Contribution
	6.2	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the Off Site Play Area Contribution has been paid to the Council.
	6.3	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the Off Site Play Area Contribution

6.4	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the Off Site Play Area Contribution has been paid to the Council.
6.5	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the Off Site Play Area Contribution
6.6	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the Off Site Play Area Contribution has been paid to the Council.
6.7	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the Off Site Play Area Contribution
6.8	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the Off Site Play Area Contribution has been paid to the Council.
6.9	To pay to the Council before the Occupation of the 251 st Dwelling Unit 20% of the Off Site Play Area Contribution
6.10	Not to Occupy or permit Occupation of more than 251 Dwelling Units until 20% of the Off Site Play Area Contribution has been paid to the Council.
7	POLICE INFRASTRUCTURE CONTRIBUTION
7.1	To pay to the Council before the Occupation of the 1 st Dwelling Unit 20% of the Police Infrastructure Contribution
7.2	Not to Occupy or permit Occupation of any Dwelling Units until 20% of the Police Infrastructure Contribution has been paid to the Council.
7.3	To pay to the Council before the Occupation of the 51 st Dwelling Unit 20% of the Police Infrastructure Contribution
7.4	Not to Occupy or permit Occupation of more than 51 Dwelling Units until 20% of the Police Infrastructure Contribution has been paid to the Council.
7.5	To pay to the Council before the Occupation of the 101 st Dwelling Unit 20% of the Police Infrastructure Contribution
7.6	Not to Occupy or permit Occupation of more than 101 Dwelling Units until 20% of the Police Infrastructure Contribution has been paid to the Council.
7.7	To pay to the Council before the Occupation of the 151 st Dwelling Unit 20% of the Police Infrastructure Contribution

	7.8	Not to Occupy or permit Occupation of more than 151 Dwelling Units until 20% of the Police Infrastructure Contribution has been paid to the Council.
	7.9	To pay to the Council before the Occupation of the 201 st Dwelling Unit 20% of the Police Infrastructure Contribution
	7.10	Not to Occupy or permit Occupation of more than 201 Dwelling Units until 20% of the Police Infrastructure Contribution has been paid to the Council.
8	PUBLIC OPEN SPACE	
	8.1	Not to Commence Development of a Phase in which Public Open Space is to be provided until a Public 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 Public 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 Public Open Space Scheme if applicable) the Owners shall provide the Public Open Space for each Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Public 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 Public Open Space on a Phase in accordance with the Approved Public Open Space Scheme the Owners shall notify the Council and invite it to inspect the Public Open Space as soon as reasonably practicable thereafter. The Council shall make best endeavours to inspect the Public Open Space Play Area within 28 days of receiving such notification from the Owner and if the Public Open Space has been provided in accordance with the Approved Public 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 Public Open Space has not been provided in accordance with the works carried out in accordance with the Approved Public Open Space Scheme to the reasonable satisfaction of the Council it shall notify the Owners specifying the measures necessary to satisfactorily complete the Public 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 Public Open Space on a Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Public 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 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 Public Open Space or the particular element of Public 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 Public Open Space in accordance with the Approved Public 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 Public Open Space and recover the proper and reasonable costs and expenses involved from the Management Company; and
	(b)	only allow the use of the Public Open Space for public access and recreation and for no other purpose; or
	the Public Open Space shall be transferred to the Council and the Public Open Space Commuted Sum shall be paid to the Council after which time the Owner shall no longer have any responsibility for the Public 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 Public 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 Public Open Space Commuted Sum then it is agreed that the offer will lapse and the Owners will maintain the Public 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 Public Open Space, or the particular element of Public Open Space as the case may be.
	8.6	The Owners hereby declare that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public 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 Public 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 Public 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 Public Open Space or any building or land abutting it subject to the Council's prior approval.
	8.8	The Owners may close the Public Open Space or any part thereof for reasonable periods by reason of:
	8.8.1	emergency;
	8.8.2	cleansing, maintenance and repair;
	8.8.3	at the direction of the emergency services or other lawful authority; or

		8.8.4	construction activities whilst the Development is being built if in the interests of health and safety.
9	PLAY AREAS		
	9.1	Not to Commence Development on a Phase on which a Play Area is to be provided until a Play Areas 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 Play Areas Scheme").	
	9.2	Upon receipt of the Council's approval pursuant to sub-paragraph 9.1 of this Schedule (or upon receipt of expert determination in relation to the Play Area Scheme if applicable) the Owners shall provide the Play Areas for each Phase (where required) in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Play Areas 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).	
	9.3	Upon completion of the Play Areas on a Phase in accordance with the Approved Play Areas Scheme the Owners shall notify the Council and invite it to inspect the Play Area as soon as reasonably practicable thereafter. The Council shall make best endeavours to inspect the Play Area within 28 days of receiving such notification from the Owner and if the play Area has been provided in accordance with the Approved Play Areas Scheme to the reasonable satisfaction of the Council it shall notify the Owners in writing thereof	
	9.4	If upon notification by the Owners pursuant to paragraph 9.3 of this Schedule the play Area has not been provided in accordance with the works carried out in accordance with the Approved Play Areas Scheme to the reasonable satisfaction of the Council it shall notify the Owners specifying the measures necessary to satisfactorily complete the play Area in accordance with the Approved Play Areas 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 9.3 of this Schedule (such procedure being repeated as often as is necessary until such time as the Council confirms reasonable satisfactory completion thereof.	
	9.5	On completion of the Public Open Space on a Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Public 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 9.4 of this Schedule the Owners will either:	

		9.5.1 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 Play Areas or the particular element of Play Areas 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 9.5.1 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 Play Areas in accordance with the Approved Play Areas 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 Play Areas and recover the proper and reasonable costs and expenses involved from the Management Company; and
	b	only allow the use of the Play Areas for public access and recreation and for no other purpose; or
		the Play Areas shall be transferred to the Council and the Play Areas Commuted Sum shall be paid to the Council after which time the Owner shall no longer have any responsibility for the Play Areas 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 9.5.2 but the Council and the Owners are unable to agree the amount of the Play Areas 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 Play Areas Commuted Sum then it is agreed that the offer will lapse and the Owners will maintain the Play Areas in accordance with the provisions of paragraph 9.5.1 of this Schedule
		AND FURTHER PROVIDED THAT it is agreed that the Owners will comply with the provisions set out in sub-paragraph 9.5.1(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 Play Areas, or the particular element of Play Areas as the case may be.
	9.6	To allow public access to the Play Areas but subject to the following provisions:	
	9.6.1		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;
	9.6.2		the Owners may erect notices on the Play Areas 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;
	9.6.3		access may be denied by the Owners for the maintenance, repair, cleansing or renewal of the Play Areas or any building or land abutting it subject to the Council's prior approval.
	9.7	The Owners may close the Public Open Space or any part thereof for reasonable periods by reason of:	
	9.7.1		emergency;
	9.7.2		cleansing, maintenance and repair;
	9.7.3		at the direction of the emergency services or other lawful authority; or
	9.7.4		construction activities whilst the Development is being built if in the interests of health and safety.

FOURTH SCHEDULE

The Owner's Covenants with the County Council

1	EARLY YEARS CONTRIBUTION	
1.1		Prior to the Occupation of the 1 st (first) Dwelling Unit in the Development to pay to the County Council 33% (thirty-three per cent) of the Early Years Contribution.
1.2		Not to cause or allow the Occupation of the 1 st (first) Dwelling Unit in the Development to occur unless and until 33% (thirty-three per cent) of the Early Years Contribution has been paid to the County Council.
1.3		Prior to the Occupation of the 75 th (seventy-fifth) Dwelling Unit in the Development to pay to the County Council a further 33% (thirty-three per cent) of the Early Years Contribution.
1.4		Not to cause or allow the Occupation of the 75 th (seventy-fifth) Dwelling Unit in the Development to occur unless and until a further 33% (thirty-three per cent) of the Early Years Contribution has been paid to the County Council.
1.5		Prior to the Occupation of the 150 th (one hundred and fiftieth) Dwelling Unit in the Development to pay to the County Council the remaining 34% (thirty-four per cent) of the Early Years Contribution
1.6		Not to cause or allow the Occupation of the 150 th (one hundred and fiftieth) Dwelling Unit in the Development to occur unless and until the remaining 34% (thirty-four 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 1 st (first) Dwelling Unit 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 1 st (first) Dwelling Unit 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 75 th (seventy-fifth) Dwelling Unit in the Development to pay to the County Council a further 33% (thirty-three per cent) of the Primary Education Contribution.
2.4		Not to cause or allow the Occupation of the 75 th (seventy-fifth) Dwelling Unit in the Development to occur unless and until a further 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 150 th (one hundred and fiftieth) Dwelling Unit in the Development to pay to the County Council the remaining 34% (thirty-four per cent) of the Primary Education Contribution.
	2.6	Not to cause or allow the Occupation of the 150 th (one hundred and fiftieth) Dwelling Unit in the Development to occur unless and until the remaining 34% (thirty-four per cent) of the Primary Education Contribution has been paid to the County Council.
3	SECONDARY EDUCATION CONTRIBUTION	
	3.1	Prior to the Occupation of the 1 st (first) Dwelling Unit 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 1 st (first) Dwelling Unit 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 75 th (seventy-fifth) Dwelling Unit in the Development to pay to the County Council a further 33% (thirty-three per cent) of the Secondary Education Contribution.
	3.4	Not to cause or allow the Occupation of the 75 th (seventy-fifth) Dwelling Unit in the Development to occur unless and until a further 33% (thirty-three per cent) of the Secondary Education Contribution has been paid to the County Council.
	3.5	Prior to the Occupation of the 150 th (one hundred and fiftieth) Dwelling Unit in the Development to pay to the County Council the remaining 34% (thirty-four per cent) of the Secondary Education Contribution.
	3.6	Not to cause or allow the Occupation of the 150 th (one hundred and fiftieth) Dwelling Unit in the Development to occur unless and until the remaining 34% (thirty-four per cent) of the Secondary Education Contribution 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 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; and 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 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 pursuant to paragraphs 3.1-3.4 above which indexation is calculated in accordance with clause 16.2 of this Agreement
4	SIXTH FORM EDUCATION CONTRIBUTION	
	4.1	Prior to the Occupation of the 1 st (first) Dwelling Unit in the Development to pay to the County Council 100% (one hundred per cent) of the Sixth Form Education Contribution.
	4.2	Not to cause or allow the Occupation of the 1 st (first) Dwelling Unit in the Development to occur unless and until 100% (one hundred per cent) of 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 1 st (first) Dwelling Unit in the Development to pay to the County Council 100% (one hundred per cent) of the Fire and Rescue Contribution.
	5.2	Not to cause or allow the Occupation of the 1 st (first) Dwelling Unit in the Development to occur unless and until 100% (one hundred per cent) of the Fire and Rescue Contribution has been paid to the County Council.
7	HIGHWAYS CONTRIBUTION	
	7.1	Prior to the Occupation of the 1 st (first) Dwelling Unit in the Development to pay to the County Council 50% (fifty per cent) of the Highways Contribution.
	7.2	Not to cause or allow the Occupation of the 1 st 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.
	7.3	Prior to the Occupation of the 150 th Dwelling Unit in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Highways Contribution.
	7.4	Not to cause or allow the Occupation of the 150 th Dwelling Unit in the Development to occur unless and until the remaining 50% (fifty per cent) of the Highways Contribution has been paid to the County Council.

8	CYCLEWAY SCHEME AND CYCLEWAY CONTRIBUTION	
8.1	The Owner covenants to dedicate and the County Council covenants to accept the land shown indicatively attached to this Agreement at Appendix 2 and required for the Cycleway pursuant to Section 25 of the Highways Act 1980 substantially in accordance with the template S.25 Agreement attached to this Agreement at Appendix 5 no later than one month after a Cycleway Scheme has been agreed by the County Council and the County Council has provided the Owner with evidence to demonstrate that it has access to all the other land required to enable to the provision of the Cycleway.	
8.2	Prior to the Occupation of the 1 st (first) Dwelling Unit in the Proposed Development to pay 100% (one hundred per cent) of the Cycleway Contribution to the County Council.	
8.3	Not to cause or allow the Occupation of the 1 st (first) Dwelling Unit in the Proposed Development to occur unless and until 100% (one hundred per cent) of the Cycleway Contribution has been paid to the County Council.	
9	IMPROVEMENT WORKS SCHEME	
9.1	To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Improvement Works.	
9.2	Not to commence the Proposed Development until an Improvement Works Scheme has been submitted to and approved in writing by the County Council provided that where an Improvement Works Scheme is submitted to the County Council which is not approved a revised Improvement Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Improvement Works Scheme is not approved, be submitted to the County Council for approval.	
9.3	Once the County Council has approved a Improvement Works Scheme (the “ Approved Improvement Works Scheme ”) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council	
9.4	Not without the consent of the County Council to allow First Occupation of any Dwelling until such Improvement Works have been completed to the satisfaction of the County Council	



FIFTH SCHEDULE		
COUNCIL COVENANTS		
The Council Covenants with the Owners as follows:		
1	LEISURE PITCH CONTRIBUTION	
	1.1	Upon receipt of the Leisure 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 Leisure Pitch Contribution to issue to the party that paid the Leisure Pitch Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Leisure Pitch Contribution has been expended by the Council.
	1.3	If or to the extent that any of the Leisure 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 Leisure Pitch Contribution any unexpended part of any of Leisure 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 Leisure 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 Leisure 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 Leisure Pitch Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Leisure Pitch Contribution in the manner set out in paragraph 1.3 of this Schedule
2	LEISURE SPORTS HALL CONTRIBUTION	
	2.1	Upon receipt of the Leisure 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 Leisure Sports Hall Contribution to issue to the party that paid the Leisure Sports Hall Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Leisure Sports Hall Contribution has been expended by the Council.
	2.3	If or to the extent that any of the Leisure 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 Leisure Sports Hall Contribution any unexpended part of any of Leisure 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 Leisure 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 Leisure 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 Leisure Sports Hall Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Leisure Sports Hall Contribution in the manner set out in paragraph 2.3 of this Schedule
3	LEISURE 3G PITCH CONTRIBUTION	
	3.1	Upon receipt of the Leisure 3G Pitch Contribution under paragraph 4 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
	3.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Leisure 3G Pitch Contribution to issue to the party that paid the Leisure 3G Pitch

		Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing how the Leisure 3G Pitch Contribution has been expended by the Council.
	3.3	If or to the extent that any of the Leisure 3G Pitch Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 3.2 above the Council shall on such date refund to the party that paid the Leisure 3G Pitch Contribution any unexpended part of any of Leisure 3G 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.
	3.4	If at the end of the period referred to in paragraph 3.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Leisure 3G 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 Leisure 3G 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 Leisure 3G Pitch Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Leisure 3G Pitch Contribution in the manner set out in paragraph 3.3 of this Schedule
4	NHS CONTRIBUTION	
	4.1	Upon receipt of the NHS Contribution under paragraph 5 of the Third Schedule the Council shall pay the same to the CCG
5	OFF SITE PLAY AREA CONTRIBUTION	
	5.1	Upon receipt of the Off Site Play Area Contribution under paragraph 6 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
	5.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Off Site Play Area Contribution to issue to the party that paid the Off Site Play Area Contribution an account certified by the Group Head of Corporate Support for the time being of the Council detailing

		how the Off Site Play Area Contribution has been expended by the Council.
	5.3	If or to the extent that any of the Off Site Play Area 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 Off Site Play Area Contribution any unexpended part of any of Off Site Play Area 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 Off Site Play Area 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 Off Site Play Area 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 Play Area Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Off Site Play Area Contribution in the manner set out in paragraph 5.3 of this Schedule
6	POLICE CONTRIBUTION	
	6.1	Upon receipt of the Police Contribution under paragraph 7 of the Third Schedule the Council shall pay the same to Sussex Police

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 Early Years 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 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.
	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 the Secondary Education Contribution under paragraph 3 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.

	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	SIXTH FORM EDUCATION CONTRIBUTION
4.1	Upon receipt of the Sixth Form Education Contribution under paragraph 4 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.
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 6th Form Education Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Sixth Form 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 5.2 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 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 5.3 of this Schedule.
6	HIGHWAYS CONTRIBUTION	
	6.1	Upon receipt of the Highways Contribution under paragraph 7 of 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 Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Highways 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 6.2 above the County Council shall on such date refund to the party that paid the Highways Contribution any unexpended part of any of Highways Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	6.4	If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the

		Highways Contribution or part thereof for the purposes specified in paragraph 7.1 then the County Council shall not be required to refund any part of the Highways Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Highways Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Highways Contribution in the manner set out in paragraph 6.3 of this Schedule.
7	CYCLEWAY CONTRIBUTION	
	7.1	Upon receipt of the Cycleway Contribution under paragraph 8.5 of the Fourth Schedule it will hold it in a separately identified interest bearing section of the County Coun'il'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 Contribution 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 7.2 above the County Council shall on such date refund to the party that paid the Cycleway Contribution any unexpended part of any of Cycleway 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.
	7.4	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 Cycleway Contribution 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 Cycleway 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 Cycleway Contribution in the manner set out in paragraph 7.2 of this Schedule and refund any unexpended part of the Cycleway Contribution in the manner set out in paragraph 7.3 of this Schedule



APPENDIX 1 LOCATION PLAN

Site Location Plan

SCALE : 1 : 2500 @ A3 DATE : 22/11/2017

MAP FILENAME :

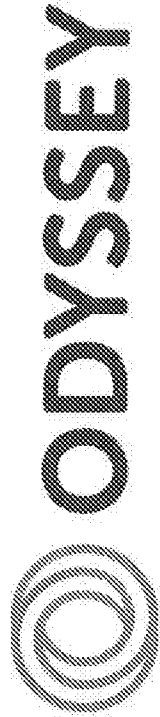
Map data shown may contain Ordnance Survey products supplied by
Peer Technology Services Ltd, Email: info@peertech.co.uk
© Crown Copyright and database rights from data shown above
Ordnance Survey Licence number 100023148

Key:

Land in Applicants Control Application site



APPENDIX 2
Plan showing the Cycleway



Telephone: 01756 331144
Fax: 01256 331134
E: info@odysseyconsult.co.uk
W: www.odysseyconsult.co.uk

Tuscany House
White Hart Lane
Basingstoke
Hampshire RG21 4AF

Z:\14-111 - Land West of Bisham Road, Yapton\Tech\Acad\Drawings\Figures\14-111 Fig 3 Potential Cycle Route.dwg

ARUN DISTRICT COUNCIL Y920170UT

Drawing title

POTENTIAL CYCLE LINK TO BARNHAM

Client

LANDLINK ESTATES / GLEESON STRATEGIC

SHAM ROAD, YAPTON

APPENDIX 3
ARUN PREFERRED REGISTERED PARTNERS

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	
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	
Hastoe Housing Association	Karen Hillhouse [REDACTED]	Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	

APPENDIX 4
DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) []

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

relating to
rented units at

CONTENTS

	Page No.
1 DEFINITIONS.....	2
2 ENABLING PROVISIONS.....	3
3 PROCEDURE	3
4 NOTICES	6
5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS.....	6
6 MORTGAGEES IN POSSESSION.....	6
7 DISPUTES	6
8 COSTS.....	6
9 AGREEMENTS AND DECLARATIONS.....	6

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 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 DEDICATION AGREEMENT is made

this

day of

2019

BETWEEN WEST SUSSEX COUNTY COUNCIL County Hall Chichester West
Sussex PO19 1RQ (hereinafter call'd "the Coun"il") and XXXX (hereinafter call'd
"the Ow"er")

In this Agreement unless the context otherwise requires the following expressions
shall have the following meanings"-

"the P"an" is the plan annexed hereto and numbered xxx"x

"the "ct" is the Highways Act 19"0

"the Ro"te" means the land xxxxx purpose of identification only on the Plan by a xxxx
line commencing xxxxx (grid reference xxxxx) extending in a xxxxx direction for
approximately xxxxx metres until it reaches xxxxxx in the Parish of xxxxxxx (grid
reference xxxxx) between points x-x and x-x on the Plan

WHEREAS

- (1) The Owner is seized in fee simple absolute in possession free from
encumbrances of the Path
- (2) The Owner intends to dedicate a public right of way as a footpath/bridleway
over the Route
- (3) The Council has consulted the District/Borough Council as required by
Section 25(3) of the Act
- (4) The Council has had regard to the needs of agriculture and forestry as
required by Section 29 of the Act

NOW IT IS HEREBY AGREED AS FOLLOWS

- (1) This Agreement is made in pursuance of Section 25 of the Act
- (2) The Owner hereby dedicates the Route for use by the public for the
purpose of a Footpath/bridleway to the intent that the Route shall be
enjoyed as a footpath/bridleway
- (3) The dedication herewith is subject to the Council being responsible for
bearing the cost of the required improvement works and these works being
to xxxxxx
- (4) Between points x-x the Route shall have a width of xxx metres and
between points x-x the Route shall have a width of x metres
- (1) The Owner shall if called upon by the Council but at the sole expense of the
Council prove its title (as stated in this Agreement) to the Route
- (2) The provisions of this Agreement other than this Clause shall have no
effect until it is dated

(3) The expressions "the Council" and "the Owner" shall include their respective successors in title and assign.

THE COMMON SEAL OF)
WEST SUSSEX COUNTY COUNCIL)
was hereunto affixed to this deed in the)
presence of:)
)
Authorised Signatory)

THE COMMON SEAL OF)
XXXXXXXXXXXXXXXXXXXX)
was hereunto affixed to this deed)
in the presence of:)
)
Authorised Signatory)

DATED _____ 2018

WEST SUSSEX COUNTY COUNCIL

-and-

AGREEMENT _____

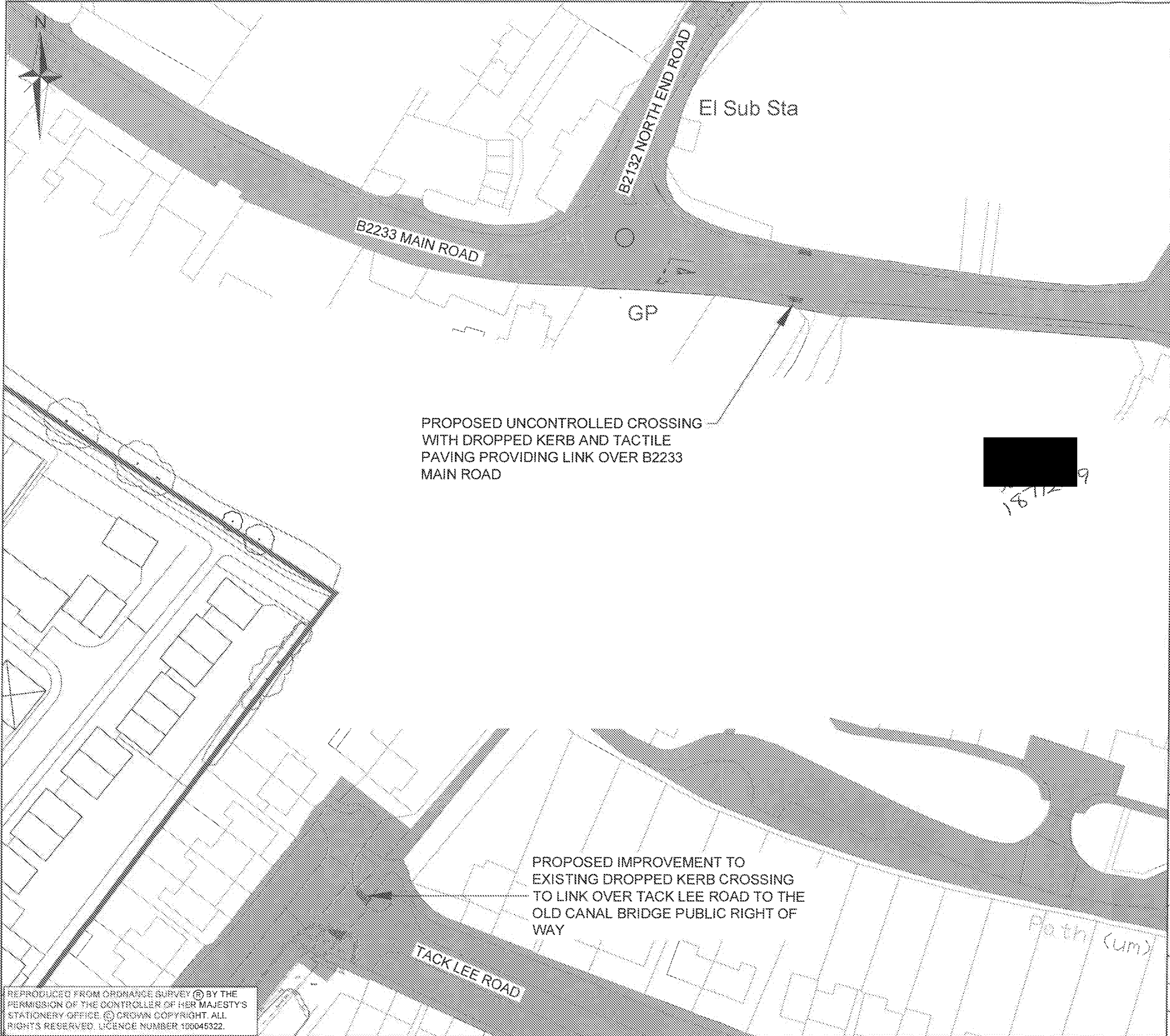
under Section 25 of the Highways
Act 1980 in connection with the
Land at xxxxx

in the Parish of xxxxx

shown for identification
purposes by a xxxx line on the
plan annexed xxxxxx

APPENDIX 6
Improvement Works Drawing

P:\14-111 - Land West of Bisham Road - Yapton\Tacti\Acad\Drawings\Landlink Drawings for TAT14-111-305 Proposed Pedestrian Improvements.dwg



REPRODUCED FROM ORDNANCE SURVEY © BY THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. (C) CROWN COPYRIGHT. ALL RIGHTS RESERVED. LICENCE NUMBER 100045322.

NOTES

1. THIS DRAWING IS TO BE TREATED AS INDICATIVE AND IS FOR DISCUSSION PURPOSES ONLY.

2. ANY DESIGNERS WHO PROGRESS THESE PROPOSALS OR DESIGN FURTHER WILL NEED TO RECONSIDER THE PROPOSALS BASED UPON THE INFORMATION WHICH SUBSEQUENTLY BECOMES AVAILABLE INCLUDING POTENTIAL SITE HAZARDS

KEY

SITE BOUNDARY

ADOPTED HIGHWAY BOUNDARY

For and on behalf of
Denton & Co Trustees Limited

ODYSSEY

Tiscany House
White Man Lane
Basingstoke
Hampshire RG21 4AF

Telephone: 01256 331144
Fax: 01256 321134
E: info@odysseyconsult.co.uk
W: www.odysseyconsult.co.uk

Job Title

LAND SOUTH OF B2233 MAIN ROAD
YAPTON

Drawing Title

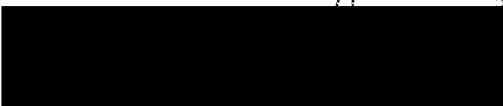
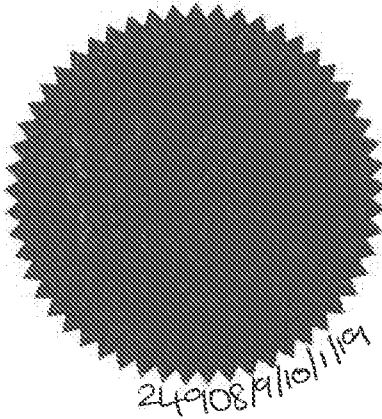
PROPOSED MINOR IMPROVEMENTS
TO EXISTING PEDESTRIAN LINKS

Client

LANDLINK ESTATES

Scale	Date	Designed
1:500 @A2	MAR 2018	TDM
Drawn	Checked	Approved
TDM	TDM	RH
Job No	Drawing No	Rev
14-111	14-111/305	-

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

EXECUTED AS A DEED BY AFFIXING with the COMMON SEAL of ARUN DISTRICT COUNCIL In the presence of:  Authorised Signatory: Name: LOUISE GREENE Job Title: Solicitor Legal Services Manager Deed Book No. 187/2019	
EXECUTED AS A DEED BY AFFIXING with the COMMON SEAL of WEST SUSSEX COUNTY COUNCIL In the presence of:  Authorised Signatory: Name: Job Title: Deed Book No.	 2491089/10/1/19
EXECUTED AS A DEED on behalf of LANDLINK ESTATES LTD Acting through A Director In the presence of Witness:	

Name:

Address:

Occupation:

SIGNED AND DELIVERED AS A
DEED by DAVID WINSTON
LANGMEAD

In the presence of:

Witness:

Address:

Occupation:

SIGNED AND DELIVERED AS A
DEED by SANDRA ANN LANGMEAD

In the presence of:

Witness:

Address:

Occupation:

EXECUTED AS A DEED on behalf of
DENTON & CO TRUSTEES LIMITED
Acting through

A Director

In the presence of

Witness:

Name:

Address:

Occupation: