

DATED 09 January 2024⁴
(bf)

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

HOMES (HAYWARDS HEATH) LIMITED (3)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

relating to land at Anscombe Woods Crescent, Haywards Heath, West Sussex, RH16 4UJ

Appeal Reference: APP/D3830/W/23/3330802

Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN REF 004378

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THIS DEED is dated the 09th day of January 2024 (BP)

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS (“the District Council”)
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (“the County Council”)
- (3) **HOMES (HAYWARDS HEATH) LIMITED** (Company Number: 05972165) whose registered office is situate at Knightway House, Park Street, Bagshot, England, GU19 5AQ (“the Owner”)

BACKGROUND

- (A) The Owner is the freehold owner of the Land registered at HM Land Registry under reference WSX307016.
- (B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (D) The Owner submitted the Application to the District Council for the Development and has subsequently lodged the Planning Appeal against the District Council’s refusal of the Application on 13 July 2023.
- (E) The Owner, the District Council and the County Council have therefore agreed to enter into this Deed with the intent that the respective interests of the Owner in the Land shall be bound by the covenants and obligations entered into by the Owner herein in the event of the grant of the Planning Permission by the Inspector pursuant to the Planning Appeal.
- (F) The parties agree that subject to the determination of the Secretary of State the obligations contained herein may be compliant with Regulations 122 and 123 of the CIL Regulations insofar as necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.
- (G) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

- 1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act	means the Town and Country Planning Act 1990 as amended;
All Requisite Consents	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme/the Scheme;
Application	means the application for full planning permission for the Development which was validated by the District Council on 01 February 2022 and allocated reference DM/21/3875;
BCIS Index	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;
Commencement Date	means the date on which the Commencement of the Development begins;
Commencement of the Development	means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act save that for the purposes of this Deed the term is not to includes operations in connection with site clearance, demolition, archaeological or ecological investigation, for the purposes of assession contamination, remedial action in respect of any contamination or of assessing the need for any diversion and laying of services and the erection of means of enclosure of the purposes of site security or the construction of the access and estate road and all references to Commence , Commenced and Commencement shall be construed accordingly;
Commencement Notice	means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 166;
Community Buildings Contribution	means the financial contribution of Five Thousand Nine Hundred and Twenty-Eight Pounds (£5928) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;
County Council Contributions	means the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution, the Total Access Demand Contribution and the Travel Plan Monitoring Fee;

County Council Monitoring Contribution	means the total sum of Seven Hundred and Twenty Pounds (£720) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Decision Letter	means the decision letter issued by the Secretary of State in determination of the Planning Appeal and the Application;
Default Interest Rate	means 4% per annum above the Base Rate of the Bank of England and Interest shall be construed accordingly;
Development	means the redevelopment of the Land to provide 10 dwellings comprising of 2 x 1 bed apartments, 6 x 2 bed apartments, and 2 x 3 bed apartments, with associated access, car parking, covered cycling, refuse point, SUDS pond and woodland management plan as set out in the Application and authorised by the Planning Permission;
District Council Contributions	means the Formal Sport Contribution, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution and the Play Space Contribution;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 th March 2018;
Dwelling	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;
Financial Contribution Trigger	means a trigger contained within this Deed applicable to the County Council Contributions;
Formal Sport Contribution	means the financial contribution of Eight Thousand Nine Hundred and Twenty-Two Pounds (£8,922) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;
Index Linked	means

(a) in relation to the District Council Contributions, that the District Council Contributions payable under this Deed shall be increased in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A/B)$$

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

(b) in relation to the County Council Contributions, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D} \text{ where } C/D \text{ is equal to or greater than } 1$$

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter in which the payment becomes due

D is the BCIS Index for the date preceding the date of consultation (25 July 2022) unless any of the County Council Contributions are recalculated in which case D shall be the BCIS Index for the date preceding the re-calculation

and **Indexation** shall be construed accordingly;

Inspector means the Inspector appointed by the Secretary of State to consider and report to him in respect of the Planning Appeal

Kickabout Contribution means the financial contribution of Six Thousand Five Hundred and Forty-Four pounds (£6,544) subject to adjustment in accordance with the provision of paragraph 1.3 of the FIRST SCHEDULE;

Land means the land against which this Deed may be enforced known as Land at Anscombe Woods Crescent, Haywards Heath, West Sussex, RH16 4UJ, also referred to as land and buildings on the southeast side of Colwell Road, Haywards Heath, which is registered at HM Land Registry under title number WSX307016

and is shown for identification purposes only edged red on the Plan;

Library Contribution means the financial contribution of Three Thousand Three Hundred and Forty-Three Pounds (£3,343) subject to adjustment in accordance with the provision of paragraph 3 of the SECOND SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development to be used towards Haywards Heath Library PROVIDED THAT should Commencement of the Development take place after 31st March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Local Community Infrastructure Contribution means the financial contribution of Six Thousand Seven Hundred and Twenty-Eight Pounds (£6,728) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of paragraph 3.1 of the FIRST SCHEDULE;

Payment Notice means a payment notice in the form attached at APPENDIX 2;

Plan means the plans annexed to this Deed at APPENDIX 1;

Planning Appeal means the appeal lodged under reference APP/D3830/W/23/3330802 against the refusal by the District Council of the Application;

Planning Permission means the planning permission granted by the District Council pursuant to the Application and the Planning Appeal;

Play Space Contribution means the financial contribution of Seven Thousand Seven Hundred and Ninety pounds (£7,790) subject to adjustment in accordance with the provision of paragraph 1.2 of the FIRST SCHEDULE;

Primary Education Contribution means the financial contribution of Eleven Thousand Four Hundred and Seventy pounds (£11,470) subject to adjustment in

accordance with the provision of paragraph 2.1 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at Northlands Wood Primary Academy PROVIDED THAT should Commencement of the Development take place after 31st March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Qualifying Trigger means in relation to this Deed including a Financial Contribution Trigger;

RPI Index means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;

Scheme means the South Road pedestrian improvement scheme.

Secondary Education Contribution means the financial contribution of Twelve Thousand Three Hundred and Forty-Four pounds (£12,344) subject to adjustment in accordance with the provision of paragraph 2.1 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional secondary education infrastructure required to accommodate the extra demands for secondary education that would be generated by the Development and to be used towards additional facilities at Oathall Community College. PROVIDED THAT should Commencement of the Development take place after 31st March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Secretary of State	means the Secretary of State for Levelling Up Communities and Local Government or other person for the time being empowered to determine the Planning Appeal under the Act;
Supplementary Planning Document	means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted on the 25 th July 2018;
Total Access Demand Contribution	means the financial contribution of Twenty Two Thousand Two Hundred and Ninety-Two Pounds (£22,292) subject to adjustment in accordance with the provision of paragraph 1.1 of the SECOND SCHEDULE of this Deed which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme PROVIDED THAT should Commencement of the Development take place after 31st March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;
Total Access Demand Methodology	means the methodology developed by the County Council and adopted by the District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development;
Travel Plan	means the Travel Plan to be approved pursuant to the Planning Permission and in accordance with paragraph 4 of the SECOND SCHEDULE;
Travel Plan Co-ordinator	means the person appointed by the Owner and responsible for securing the implementation of the Travel Plan;
Travel Plan Monitoring Fee	means the sum of One Thousand Five Hundred pounds (£1,500) subject to adjustment in accordance with the provision of paragraph 1.5 of the THIRD SCHEDULE;
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;

- 1.2. Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. 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.
- 1.10. References to the District Council, the County Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.
- 2.4. If the Secretary of State or any person appointed by him to determine the Planning Appeal expressly concludes in the Decision Letter that any of the specified obligations in First Schedule or the Second Schedule to this Deed in whole or in part fail to meet the statutory tests set out in Regulations 122 or 123 of the CIL Regulations or otherwise expressly makes a finding that no weight should be attached to that obligation in determining the Planning Appeal then the said specified obligation shall from the date of the Decision Letter cease to have effect and shall not be enforceable by the District Council or the County Council to the extent so concluded or found by the Secretary of State

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4 *Covenants to the District Council*, 5 *Covenants to the County Council*, 6 *Covenants by the District Council* and 7 *Covenants by the County Council* which are conditional upon the grant of Planning Permission pursuant to the Planning Appeal.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date; and
- 4.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

- 5.1. to give the Commencement Notice to the County Council not less than 10 Working Days before the Commencement Date;
- 5.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

6. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the THIRD SCHEDULE.

7. COVENANTS BY THE COUNTY COUNCIL

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

8. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

9. LOCAL LAND CHARGE

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

10. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 10.1. The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and within 10 working days of the inspector granting Planning Permission the sum of £750 as a contribution towards the District Council's costs of monitoring the implementation of this Deed
- 10.2. The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

- 10.3. The Owner shall pay the County Council Monitoring Contribution prior to the Commencement Date.

11. INTEREST ON LATE PAYMENT

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

12. OWNERSHIP

- 12.1. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.
- 12.2. The Owner agrees to give the District Council and the County 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.

13. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

14. WAIVER

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 15.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 15.2. insofar as any clause or clauses of this Deed are held (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;
- 15.3. 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 Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development;

- 15.4. nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 15.5. if the Owner fails to give the notice required by clauses 4.1 and 5.1 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 15.6. Subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the Act ("Section 73 Consent"):
 - 15.6.1. the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act; and
 - 15.6.2. the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 of the Act, any Section 73 Consent granted thereunder and any development permitted by such subsequent Section 73 Consent; and
 - 15.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application DM/21/3875 will be equally applied to and satisfy the requirements necessitated under this application []".
 - 15.6.4. it is hereby agreed and declared by the parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act in connection with any Section 73 applications if the District Council considers it desirable to do so.
- 15.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 15.8. The obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary

for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.

- 15.9. The obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser of any individual Dwelling and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.

16. NOTICES

- 16.1. Any notice required by this Deed shall be in writing and addressed to the Section 106 Monitoring Team of the District Council at the address of the District Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.
- 16.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- (a) by first class post deemed served two Working Days after posting;
 - (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
 - (c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

17. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

18. DISPUTES

- 18.1. If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.
- 18.2. If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:
- 18.2.1. where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an

- independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;
- 18.2.2. where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.
- 18.3. If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 18.2.1 or 18.2.2 hereto is applicable.
- 18.4. Except as aforesaid any expert appointed pursuant to Clauses 18.2.1 or 18.2.2 or any other person shall:
- (a) on their appointment serve written notice thereof on the parties in dispute;
 - (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
 - (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
 - (d) have an unfettered discretion to determine the reference to them;
 - (e) serve notice of their determination as soon as they have made it;
 - (f) give full and clear reasons for their decision;
 - (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall

be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

18.5. The provisions of this clause shall not affect the ability of the District Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

19. 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.

20. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

FIRST SCHEDULE
COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

- 1. Formal Sport Contribution, Play Space Contribution and Kickabout Contribution**
 - 1.1. To pay to the District Council prior to the Commencement Date the Formal Sport Contribution, and such sum shall be Index Linked.
 - 1.2. To pay to the District Council prior to the Commencement Date the Play Space Contribution and such sum shall be Index Linked
 - 1.3. To pay to the District Council prior to the Commencement Date the Kickabout Contribution and such sum shall be Index Linked.
 - 1.4. Not to Commence the Development unless and until the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.
 - 1.5. If the Formal Sport Contribution and or the Play Space Contribution and or the Kickabout Contribution is or are not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Formal Sport Contribution and or the Play Space Contribution and or the Kickabout Contribution
- 2. Community Buildings Contribution**
 - 2.1. To pay to the District Council prior to the Commencement Date the Community Buildings Contribution and such sum shall be Index Linked.
 - 2.2. Not to Commence the Development or allow or permit the Commencement of the Development unless and until the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
 - 2.3. If the Community Buildings Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Community Buildings Contribution.
- 3. Local Community Infrastructure Contribution**
 - 3.1. To pay to the District Council prior to the Commencement Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.
 - 3.2. Not to Commence the Development or allow or permit the Commencement of the Development unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
 - 3.3. If the Local Community Infrastructure Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the

relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Local Community Infrastructure Contribution.

SECOND SCHEDULE
COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the Occupation of the first Dwelling the Total Access Demand Contribution Index Linked to be used towards the Scheme.
- 1.2. Not to cause or allow any Dwellings to be Occupied until the Total Access Demand Contribution has been paid to the County Council.
- 1.3. If the Total Access Demand Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Total Access Demand Contribution

2. Education Contributions

- 2.1. To pay to the County Council prior to the Occupation of the first Dwelling the Primary Education Contribution Index Linked such sum being for additional facilities at Northlands Wood Primary Academy.
- 2.2. Not to cause or allow any Dwellings to be Occupied until the Primary Education Contribution has been paid to the County Council.
- 2.3. To pay to the County Council prior to the Occupation of the first Dwelling the Secondary Education Contribution Index Linked such sum being for additional facilities at Oathall Community College.
- 2.4. Not to cause or allow any Dwellings to be Occupied until the Secondary Education Contribution has been paid to the County Council.
- 2.5. If the Primary Education Contribution and or the Secondary Education Contribution is or are not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Primary Education Contribution and or the Secondary Education Contribution

3. Library Contribution

- 3.1. To pay to the County Council prior to the Occupation of the first Dwelling the Library Contribution Index Linked such sum being additional facilities at Haywards Heath Library.
- 3.2. Not to cause or allow any Dwellings to be Occupied until the Library Contribution has been paid to the County Council.
- 3.3. If the Library Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Library Contribution.

4. Travel Plan

- 4.1. The Owner hereby covenants with the County Council that prior to the Occupation of the first Dwelling the Owner shall pay to the County Council the Travel Plan Monitoring Fee Index Linked
- 4.2. To submit the Travel Plan for Approval prior to the Commencement Date
- 4.3. Not to Occupy any Dwellings unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
- 4.4. Upon Occupation of the first Dwelling the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan

THIRD SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution toward Tim Farmer Recreation Ground or St Francis Sport Ground.
- 1.2. To expend the Play Space Contribution toward Southdowns Park, Barry Drive or Sandy Vale.
- 1.3. To expend the Kickabout Contribution toward Southdowns Park, Barry Drive or Sandy Vale.
- 1.4. To expend the Community Buildings Contribution toward improvements to Ashenground Community Centre and/or The Woodside.
- 1.5. To expend the Local Community Infrastructure Contribution on the proposed Country Park on the land off Hurstwood Lane.

2. Repayment of Contributions

- 2.1. If the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution have not been expended in accordance with paragraph 1 of this THIRD SCHEDULE within 10 (ten) years of receipt of the respective contributions in full the District Council shall, if so demanded in writing at the end of the said 10 (ten) year period, refund to the party that paid the relevant contribution(s) any unexpended sum(s) together with interest thereon from the date of receipt of the relevant contribution by the District Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis PROVIDED THAT if at the end of the 10 (ten) year period referred to in this paragraph 2.1 of this THIRD SCHEDULE the District Council shall have entered into a contract or other legally binding obligation to expend (or specifically allocated for expenditure by a Cabinet Member or the Cabinet Grants Panel (or such other group as may be constituted for such purpose) of the District Council) the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution or parts thereof for the purposes specified in paragraph 1 of this THIRD SCHEDULE then the District Council shall not be required to refund any part of the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this THIRD SCHEDULE.
- 2.2. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the

schemes identified at paragraphs 1.1 to 1.5 of this THIRD SCHEDULE including the process of obtaining All Requisite Consents.

FOURTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

To expend the Total Access Demand Contribution together with any interest accruing thereon only on the Scheme and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Total Access Demand Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of the Scheme and any necessary advertisements.

2. Education Contributions

2.1. To expend the Primary Education Contribution together with any interest accruing thereon only on additional facilities at Northlands Wood Primary Academy.

2.2. To expend the Secondary Education Contribution together with any interest accruing thereon only on additional facilities at Oathall Community College.

2.3. It is hereby acknowledge for the avoidance of doubt and without prejudice to paragraphs 2.1 – 2.3 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution (or any parts thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

3. Library Contribution

To expend the Library Contribution together with any interest accruing thereon only towards Haywards Heath Library and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Library Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

4. Expenditure

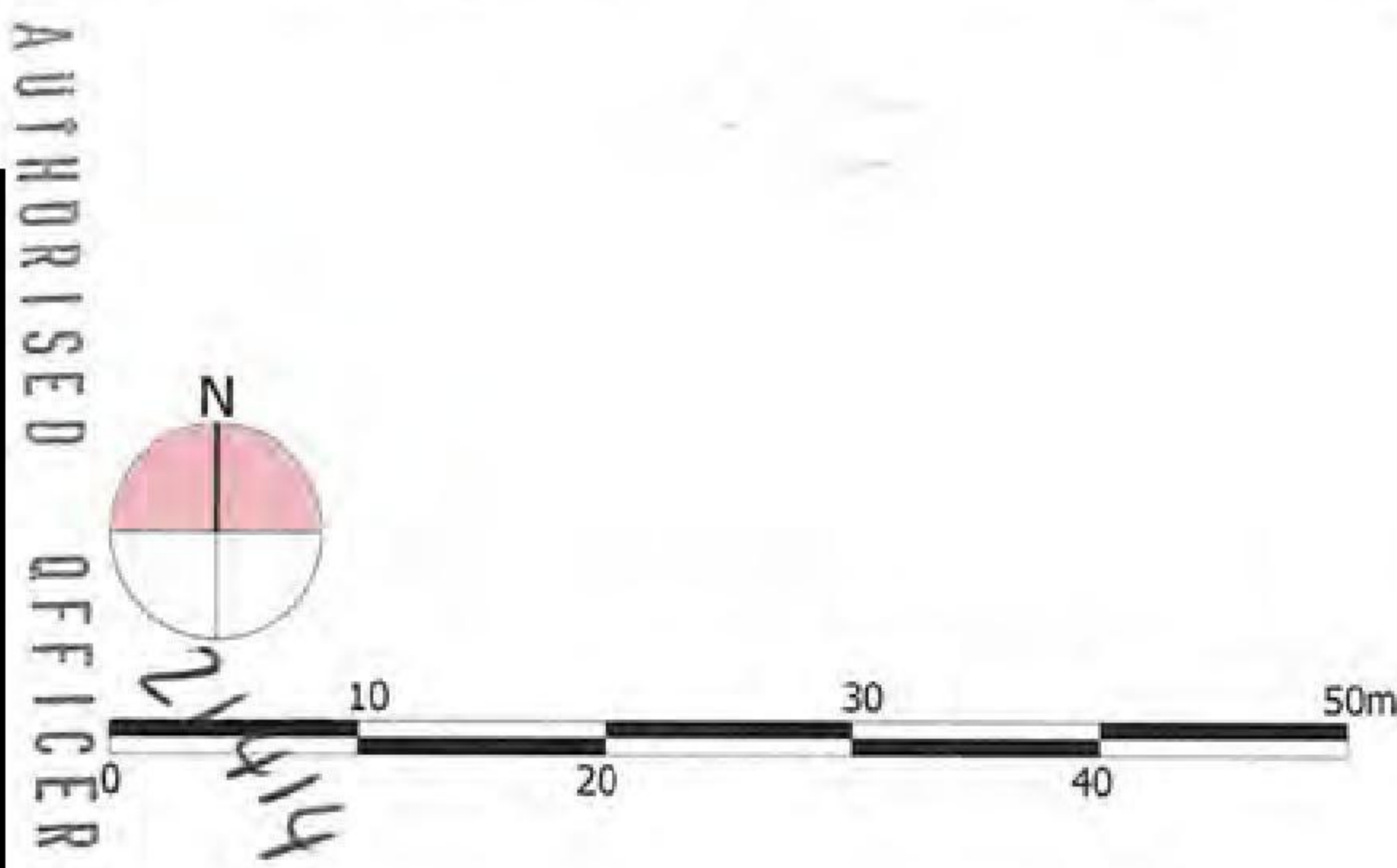
4.1. If or to the extent the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution

shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on such date upon written request refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.

- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 0, 2.1, 2.2, 2.3 and 3 of this FOURTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or Primary Education Contribution and/or Secondary Education Contribution and/or the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in paragraph 4.1 hereof.

St Francis Hospital, Colwell Road, Haywards Heath, West Sussex
Location Plan

Dwg. no. 696.021.018 / July 2021 / 1:500 Scale @ A2 Portrait



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APPENDIX 2
PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

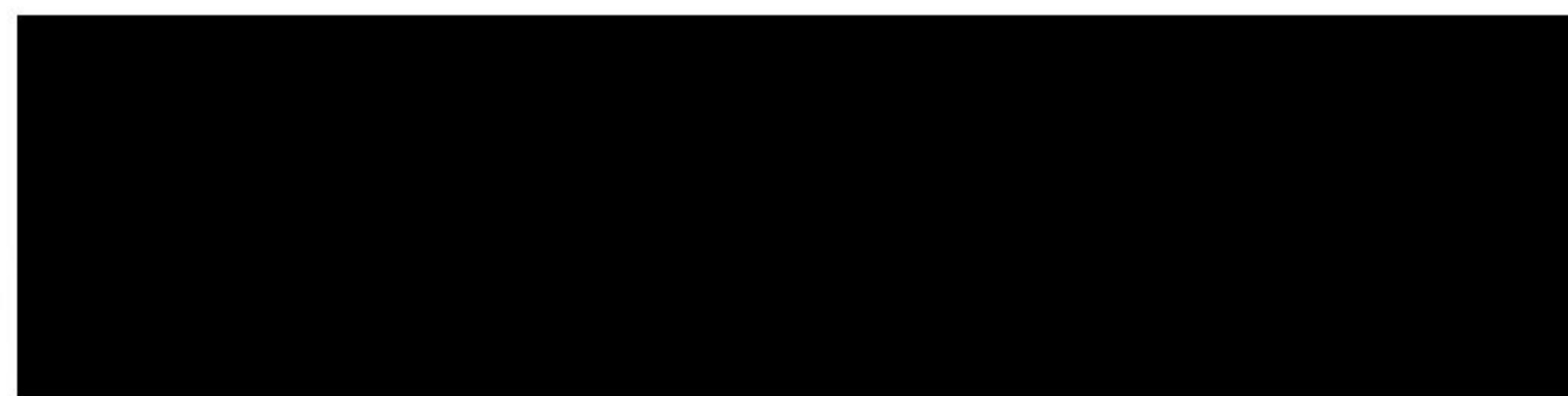
Payment to be made by/on behalf of:
Development at:
Agreement dated:
Planning application reference number:

Obligation in Agreement (Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s):	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

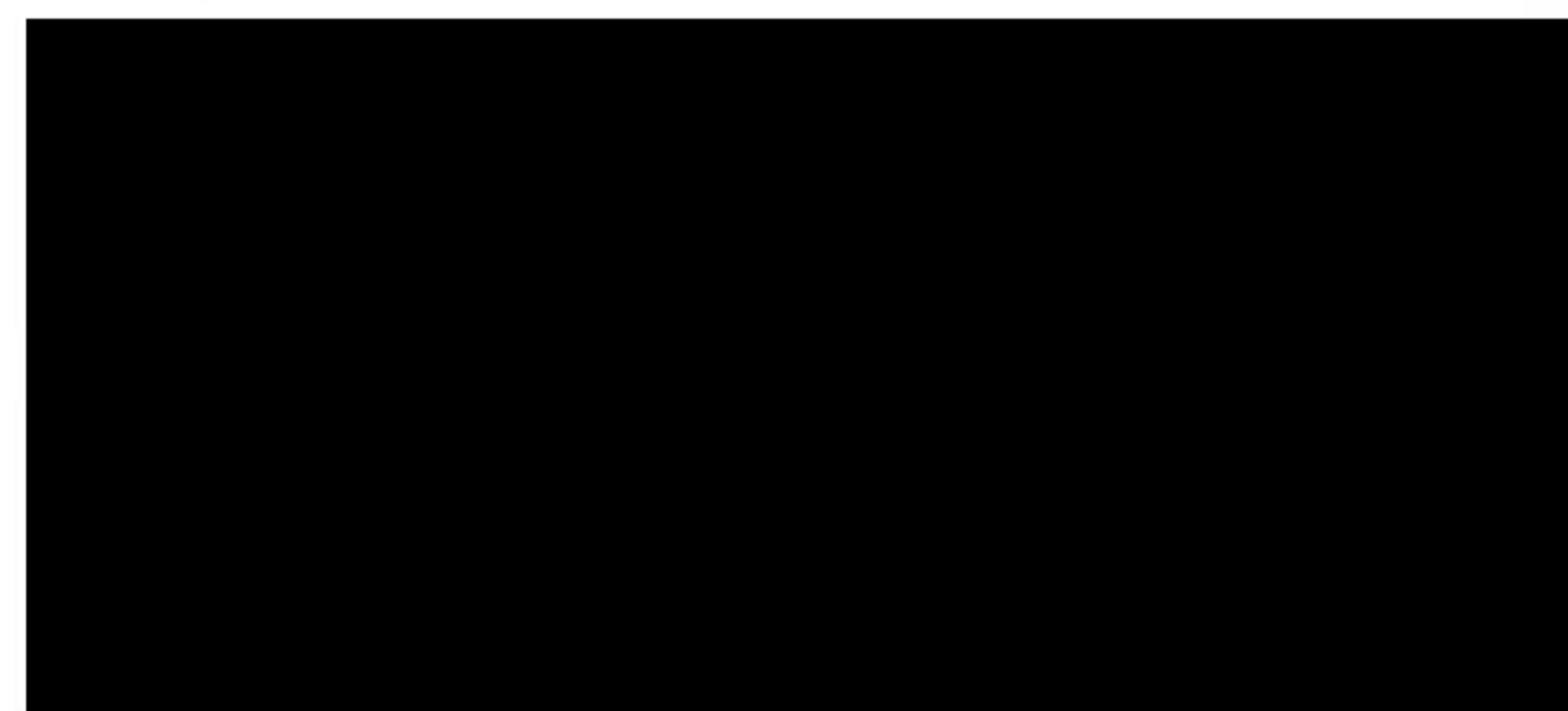
Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-

Authorised Officer



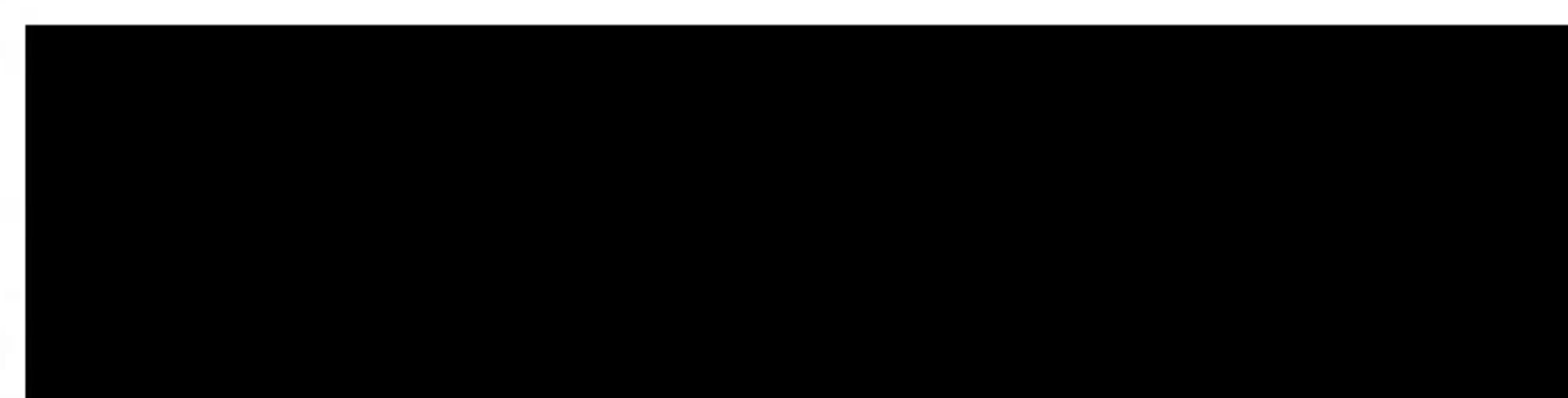
Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-

Authorised Officer

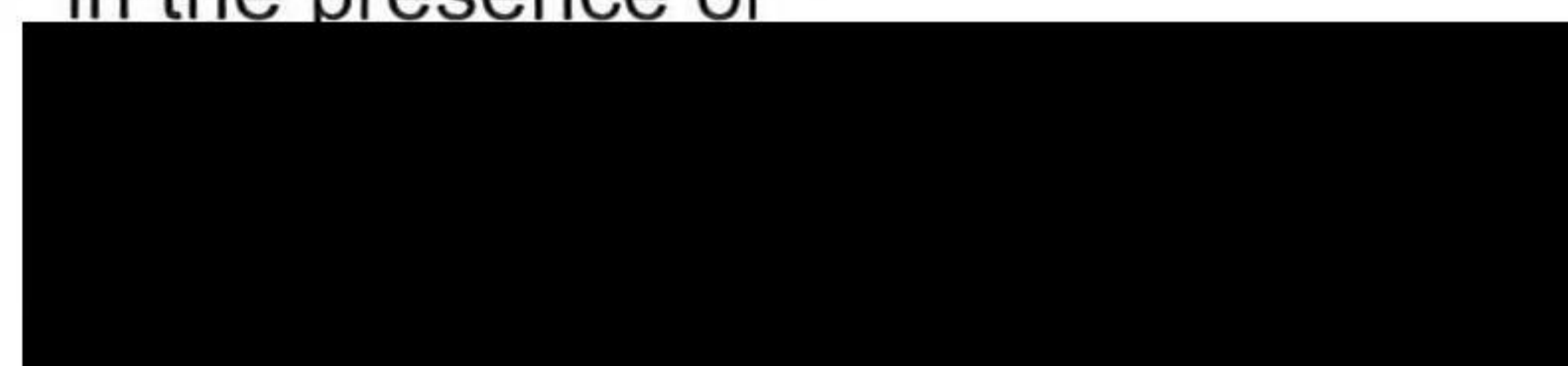


EXECUTED as a deed by
HOMES (HAYWARDS HEATH)
LIMITED
acting by one director

)
)
)
) Director



in the presence of



Witness Signature

Witness Name:



Witness Address:



Witness Occupation:

