

**DATED**

**2025**

**MID SUSSEX DISTRICT COUNCIL (1)**

**AND**

**WEST SUSSEX COUNTY COUNCIL (2)**

**AND**

**WATES GROUP 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 West of Turners Hill Road and South of Huntsland, Turners Hill Road Crawley  
Down West Sussex RH104EZ

**DM/25/0014**

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

**IKEN 8291**

**1 Contents**

1. INTERPRETATION AND DEFINITIONS .....3

2. LEGAL BASIS.....32

3. CONDITIONALITY.....32

4. COVENANTS TO THE DISTRICT COUNCIL .....32

5. COVENANTS TO THE COUNTY COUNCIL.....33

6. COVENANTS BY THE DISTRICT COUNCIL.....33

7. COVENANTS BY THE COUNTY COUNCIL .....33

8. RELEASE .....33

9. LOCAL LAND CHARGE .....33

10. THE DISTRICT COUNCIL AND COUNTY COUNCIL’S COSTS .....34

11. INTEREST ON LATE PAYMENT .....34

12. OWNERSHIP.....34

13. NO FETTER OF DISCRETION .....34

14. WAIVER.....35

15. AGREEMENTS AND DECLARATIONS .....35

16. NOTICES.....37

17. THIRD PARTY RIGHTS .....38

18. DISPUTES.....38

19. DELIVERY .....40

20. GOVERNING LAW .....40

FIRST SCHEDULE .....41

SECOND SCHEDULE .....48

THIRD SCHEDULE .....61

FOURTH SCHEDULE .....65

FIFTH SCHEDULE.....66

SIXTH SCHEDULE .....73

SEVENTH SCHEDULE .....75

APPENDIX 1 .....78

APPENDIX 2 .....79

APPENDIX 3 .....80

APPENDIX 4 .....81

APPENDIX 5 .....82

APPENDIX 6 .....83

**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) **WATES GROUP LIMITED** (company registration number 01824828) whose registered address is at Wates House Station Approach, Leatherhead KT22 7SW (“**the Owner**”)

**BACKGROUND**

- (A) The Owner is the registered proprietor with title absolute of the freehold interest in the Land registered at HM Land Registry under title number WSX453985.
- (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 has made the Application to carry out the Development.
- (E) The District Council District Planning Committee resolved to grant planning permission for the Development on 17 July 2025 subject to the prior completion of this Deed.
- (F) The District Council and the County Council having regard to the Affordable Housing SPD and Appendix 5 of the Submission District Plan determine the obligations contained in this Deed are necessitated by virtue of this Application.
- (G) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for a financial contribution towards the Joint SAMM Strategy in accordance with Policy DP17 of the District Plan and having regard to the Habitats Regulations which would not be generated but for the Development.

- (H) As required by the Habitats Regulations, the District Council, as competent authority, has undertaken a Habitats Regulations Assessment of the implications of the project for the SPA in view of that site's conservation objectives. The District Council concludes the Development with mitigation would not have an adverse effect on the integrity of the SPA and considers that suitable contributions towards the Joint SAMM Strategy is therefore required.
- (I) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met.

**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;

**Additional First Homes Contribution** means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 10.8 and 10.9 and 12 of the SECOND SCHEDULE, the lower of the following two amounts:

- (a) thirty per cent (30%) of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee (First Homes) of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs that are payable by the First Homes Owner to the Mortgagee (First Homes) under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First

Homes Owner as a result of the disposal of the First Home other than as a First Home;

**Affordable Housing**

means housing to include Social Rented Units or Affordable Rented Units and First Homes or Shared Ownership and provided to specified eligible households whose needs are not met by the market. The Affordable Housing (excluding First Homes) shall:

- (a) meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having where applicable regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), determined with regard to local incomes and local house prices; and
- (b) include provision for the homes to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

**Affordable Housing Land**

means an area or areas of the Land upon which the Affordable Housing Units are to be constructed the location and area of which are to be approved pursuant to paragraph 1.1 of Part One of the SECOND SCHEDULE;

**Affordable Housing Plan**

means the plan to be included as part of the Affordable Housing Scheme identifying the location, proportion and distribution of the Affordable Housing Units to be included within a Phase;

**Affordable Housing Scheme**

means the scheme for a Phase approved in accordance with paragraph 1.1 of Part One of the SECOND SCHEDULE to this Deed or such other scheme approved by the Responsible Officer for Housing which scheme shall in any event comply with the Affordable Housing SPD;

**Affordable  
Housing SPD**

means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25<sup>th</sup> July 2018;

**Affordable  
Housing Units**

means thirty per cent (30%) of the total number of Dwellings within the Development provided in accordance with paragraph 1.1 of the Second Schedule and if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded up together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Dwellings and a minimum of two parking spaces per three bedroom Dwellings and a minimum of three parking spaces per four bedroom dwellings and gardens / amenity land which in the case of the:

- (a) Social Rented Units or Affordable Rented Units are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and relevant Reserved Matters Approval and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme and the Local Connection Criteria (Social Rented Units or Affordable Rented Units) and the Nomination Agreement and
  - (b) the Shared Ownership Units are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and relevant Reserved Matters Approval and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme and the Nomination Agreement, and
  - (c) the First Homes: are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and relevant Reserved Matters Approval and which are to be occupied as Affordable Housing in accordance with the Eligibility Criteria (National) and the Eligibility Criteria (Local) and the Local Connection Criteria (First Homes) and the Affordable Housing Scheme
- and **Affordable Housing Unit** is any part of the Affordable Housing Units capable of separate occupation;

<b>Affordable Rented Unit(s)</b>	means an Affordable Housing Unit which is rented housing let by registered providers of social housing to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than eighty per cent (80%) of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and <b>Affordable Rented</b> shall be construed accordingly;
<b>Allocation Scheme</b>	means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended. The Local Connection Criteria will be detailed in the Nomination Agreement;
<b>Application</b>	means the application for outline planning permission for the Development which was validated by the District Council on 22 January 2025 and allocated reference DM/25/0014;
<b>Armed Services Member</b>	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
<b>Ashdown Forest SAMM Contribution</b>	means Two hundred and Thirty-Four Thousand Pounds (£234,000) or the financial contribution calculated in accordance with the following formula:  A x One Thousand One Hundred and Seventy Pounds (£1,170) = the Ashdown Forest SAMM Contribution  Where:

A = Number of Dwellings approved pursuant to each Reserved Matters Approval;

<b>Biodiversity Net Gain</b>	means a minimum of ten per cent (10%) net gain in biodiversity at the time when the Development on the Land is completed, calculated based on the difference between: (1) the Pre-Development Biodiversity Value; and (2) the Post-Development Biodiversity Value as evidenced by the BNG Metric;
<b>Biodiversity Excess Gain</b>	means the percentage of the Biodiversity Net Gain in excess of ten per cent (10%) at the time when the Development on the Land is completed, calculated based on the difference between: (1) the Pre-Development Biodiversity Value; and (2) the Post-Development Biodiversity Value as evidenced by the BNG Metric;
<b>Biodiversity Gain Plan</b>	means the plan to be submitted to and approved by the District Council to satisfy the Development's Biodiversity Net Gain requirements pursuant to schedule 7A of the Act;
<b>BCIS Index</b>	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;
<b>BNG Metric</b>	means the statutory metric published by DEFRA the time of the assessment of the pre-development biodiversity value for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement;
<b>BNG Monitoring Fee</b>	means the sum of Fourteen Thousand Pounds (£14,000) to be paid to the District Council towards the costs of monitoring the HMMP/BNG Plan;
<b>Certificate of Compliance (Play Areas)</b>	a certificate to be issued by RoSPA to the District Council confirming that the Play Areas have been constructed in accordance with British and European standard for playground equipment and

surfacing BS EN 1176 (as amended from time to time or such other successor replacement national standard);

**Certificate of Compliance (Open Space)** a certificate to be issued by the District Council confirming that the Open Space has been constructed in accordance with the Countryside Open Space Detailed Specification;

**Certificate of Practical Completion (Open Space and/or Play Areas)** a certificate to be issued by the Owner's engineer architect or other certifying officer as the case may be under the relevant construction contract entered into in respect of the Development or part thereof to certify the laying out and/or construction of the Countryside Open Space and/or the Play Areas have been Practically Completed in accordance with the relevant construction contract entered into in respect of the Development or part thereof;

**Chargee** means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Social Rented Units or Affordable Rented Units or Shared Ownership Units (in the event those units are provided on the Development) or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

**Chargee's Duty** means the tasks and duties set out in paragraph 8 of Part One of the SECOND SCHEDULE;

**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 and for no other purpose operations consisting of:

- (a) site clearance;
- (b) demolition work;

- (c) below ground level works including site levelling, remodelling of drainage features and installation of foundations;
- (d) archaeological investigations;
- (e) investigations for the purpose of assessing ground conditions;
- (f) remedial work in respect of any contamination or other adverse ground conditions;
- (g) diversion and laying of services;
- (h) erection of temporary means of enclosure;
- (i) the temporary display of site notices or advertisements;
- (j) creation of temporary accesses;

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/or 15.5 and served in accordance with clause 16;

**Community Buildings Contribution**

means the indicative financial contribution of Three Hundred and Four Thousand Six Hundred and Twenty Eight Pounds and Ten Pence (£304,628.10) payable to the District Council towards improvements to the Haven Centre in Crawley Down or the sum calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s) subject to adjustment in accordance with the provision of paragraph 1 **Error! Reference source not found.** of the FIRST SCHEDULE of this Deed;

<b>Unit Size</b>	<b>Market Housing Unit</b>	<b>Affordable Housing Unit</b>
1 bed	£879	£589
2 bed	£1,284	£860
3 bed	£1,690	£1,132
4 bed	£1,961	£1,314
5+ bed	£2,231	£1,495

**Compliance Certificate**

means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser

	meeting the Eligibility Criteria (National) and unless paragraph 10.2 of Part One of the SECOND SCHEDULE applies the Eligibility Criteria (Local);
<b>Confirmation Certificate (Play Areas)</b>	means the certificate issued by the District Council confirming that the Play Areas have been provided in accordance with the provisions of Part Two of the THIRD SCHEDULE;
<b>Countryside Open Space</b>	that area of land to be provided as Countryside Open Space as shown indicatively on the Countryside Open Space Plan with the exact location and boundaries identified within the relevant Reserved Matters Application;
<b>Countryside Open Space Plan</b>	the attached plan at Appendix 5 outlining the location of the Countryside Open Space and as may be subsequently amended with the prior written approval of the District Council;
<b>Countryside Open Space Detailed Specification and Management Plan</b>	the detailed specification for the establishment and future management and maintenance of the Countryside Open Space which shall include the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and/or the formation of the Management Company with responsibility to perform such obligations including, in the event of a transfer of the Countryside Open Space to a Management Company, details of how the Management Company will be properly funded and able to undertake the ongoing maintenance/management of the Countryside Open Space;
<b>County Council Contributions</b>	means the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Worth Way Surfacing Contribution;
<b>County Council Monitoring Contribution</b>	means the total sum of Four Thousand and Fifty Pounds (£4,050) 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 which is based on an assumption that the Development is delivered in two phases, should the Development be delivered in more than two phases then a further

monitoring contribution (“the Further County Council Monitoring Contribution”) will be payable to the County Council on confirmation of the amount of phases in the Development;

<b>Deed</b>	means this Deed;
<b>Default Interest Rate</b>	means four per cent (4%) per annum above the Base Rate of the Bank of England and <b>Interest</b> shall be construed accordingly;
<b>Development</b>	means the development of the Land for the erection of up to 200 dwellings, and associated infrastructure including new access points off of Turners Hill Road with associated spine roads and car and cycle parking; the provision of open space and associated play facilities; utilities infrastructure, surface water drainage features, and associated features, on land west of Turners Hill Road and south of Huntsland, Crawley Down, West Sussex as set out in the Application and authorised by the Planning Permission;
<b>Discount Market Price</b>	means a sum which is the Market Value discounted by at least thirty per cent (30%);
<b>Disposal</b>	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 11 of Part One of the SECOND SCHEDULE (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and “ <b>Disposed</b> ” and “ <b>Disposing</b> ” shall be construed accordingly;
<b>District Council Contributions</b>	means the Ashdown Forest SAMM Contribution, the Community Buildings Contribution, the Formal Sport Contribution, the Local Community Infrastructure Contribution, the NHS Contribution and the Sussex Police Contribution;

<b>District Plan</b>	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 <sup>th</sup> March 2018;
<b>Dwelling</b>	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and <b>Dwellings</b> shall be construed accordingly;
<b>Education Contribution</b>	means the sum calculated as the Primary Education Contribution, Secondary Education Contribution and the Sixth Form Education Contribution added together and payable in accordance with paragraph 2 of the FIFTH SCHEDULE of this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary, secondary and further sixth form secondary education services that would be generated by the Development;
<b>Eligibility Criteria (National)</b>	means criteria which are met in respect of a disposal of a First Home if: <ul style="list-style-type: none"> <li>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</li> <li>(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).</li> </ul>
<b>Eligibility Criteria (Local)</b>	means criteria published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: <ul style="list-style-type: none"> <li>(a) the purchaser meets the Local Connection Criteria (First Homes) (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria (First Homes)); or</li> <li>(b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member;</li> </ul>
<b>Enhanced Bus Service</b>	means improvements to the existing 272 bus service operated by the Bus Services Operator in the vicinity of the Development to fund and introduce for 2.5 years: (a) a return journey to and from Crawley

on Saturday evenings and (b) a service operating every two hours between Crawley and Brighton on Sundays or such other alternative enhanced bus services as may be agreed with the Bus Service Operator and approved by the County Council, such approval not to be unreasonably withheld or delayed;

**Enhanced Bus Service Agreement**

means an agreement between the Bus Services Operator and the Owner to secure the payment of the Enhanced Bus Service Amount that will fund the Enhanced Bus Service;

**Enhanced Bus Service Amount**

means the cost of the Enhanced Bus Service for 2.5 years being capped at Sixty Two Thousand Five Hundred Pounds (£62,500) Index Linked;

**Bus Services Operator**

means Metrobus trading name of Brighton & Hove Bus and Coach Company Ltd 2025 (company registration number 00307468) whose registered office is at 55 Degrees North, Pilgrim Street, Newcastle Upon Tyne, NE1 6BL or their successors in title who operate the 272 bus service;

**Exempt Disposal**

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 12 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies

with the terms of paragraph 11 of Part One of the SECOND SCHEDULE;

<b>Financial Contribution Trigger</b>	means a trigger contained within this Deed applicable to the County Council and District Council Contributions;
<b>First Disposal</b>	means the initial Disposal by the owner of a First Home to an owner/occupier or the District Council as applicable;
<b>First Homes</b>	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and <b>First Homes</b> shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity unless otherwise agreed in writing with the District Council subject to the terms of this Agreement. First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted;
<b>First Homes Owner</b>	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another owner or developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) a tenant or sub-tenant of a permitted letting under paragraph 11 of Part One of the SECOND SCHEDULE;
<b>First Time Buyer</b>	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

**First Occupation Date** means the date on which the Occupation of any Dwelling begins;

**First Occupation Notice** means the written notice confirming the First Occupation Date referred to in clauses 4.2 and 5.2 and served in accordance with clause 16;

**Formal Sport Contribution** means the indicative financial contribution of Three Hundred and Two Thousand Seven Hundred and Thirty Six Pounds (£302,736) payable to the District Council towards improvements to the Crawley Down Cricket Club and / or Crawley Down Gatwick Football Club and/or the King George V Playing Field, Sandy Lane or the sum calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s) subject to adjustment in accordance with the provision of paragraph 2 of the FIRST SCHEDULE of this Deed;

<b>Unit Size</b>	<b>Market Housing Unit</b>	<b>Affordable Housing Unit</b>
1 bed	£874	£585
2 bed	£1,277	£855
3 bed	£1,680	£1,126
4 bed	£1,949	£1,306
5+ bed	£2,218	£1,486

**HMMP/BNG Certificate of Practical Completion** means the certificate of practical completion to be issued by the District Council confirming that the habitat enhancements set out in the HMMP/BNG Plan on the On Site Biodiversity Areas have been completed to its reasonable satisfaction, and “**practically completed**” shall be construed accordingly;

**HMMP/BNG Plan** means a habitat management and monitoring plan approved by the District Council setting out details of how the Biodiversity Net Gain will be delivered managed maintained and monitored over at least

thirty (30) years (the “**Covenant Period**”) and which should contain the details set out in paragraph 8 of the FIRST SCHEDULE;

**Homes England** means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;

**Income Cap (National)** means Eighty Thousand Pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

**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 preceding the date of payment  
D is the BCIS Index preceding the 10 March 2025 being the date of consultation

and **Indexation** shall be construed accordingly;

**Joint SAMM Strategy** means the Joint Strategic Access Management and Monitoring Strategy published by the District Council and dated 19th March 2020 or any successor strategy;

**Land** means the land against which this Deed may be enforced known as land West of Turners Hill Road and South of Huntsland, Turners Hill Road Crawley Down West Sussex RH10 4EZ which is shown for identification purposes only edged red on the Plan;

**Lease** means a form of tenure granted by lease by a Registered Provider to be disposed pursuant to shared ownership arrangements within the meaning of section 70(4) Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Dwelling from twenty five per cent (25%) to a maximum of seventy five per cent (75%) initially (at the option of the buyer) and pay an annual rent on the Retained Equity with no limitation in the aggregate equity that can be subsequently acquired by the lessee and such form of lease shall comply with Homes England's standard form of lease for shared ownership housing or such other form of lease as maybe agreed in writing by the Council and Shared Ownership Unit(s) and Shared Ownership Lease shall be interpreted accordingly;

**Library Contribution** means the sum payable in accordance with paragraph 3 of the FIFTH SCHEDULE of this Agreement 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 and to be used towards additional facilities at East Grinstead Library;

**Local Community Infrastructure Contribution** means the indicative financial contribution of Two Hundred and Sixteen Thousand Six Hundred and Ninety Pounds and Fifty Pence (£216,690.50) towards: (a) upgrades to any or all of the following car parks in the village of Crawley Down; (i) the Glebe Centre car

park; and/or (ii) the Haven Centre car park, and/or (ii) the Memorial car park; and/or (iv) Burleigh Way car park; and/or (b) upgrades to the war memorials to include extension to stones/additional stones/flag poles situated in Crawley Down; and/or (c) solar panels for the scout hut used by 1st Turners Hill and Crawley Down Scout Group, Woodlands, Paddockhurst Road, Turners Hill, Crawley, West Sussex, RH10 4SE or the sum calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by Reserved Matters Approval(s) subject to adjustment in accordance with the provision of paragraph 3 of the FIRST SCHEDULE of this Deed;

<b>Unit Size</b>	<b>Market Housing Unit</b>	<b>Affordable Housing Unit</b>
1 bed	£625	£419
2 bed	£914	£612
3 bed	£1,202	£805
4 bed	£1,395	£935
5+ bed	£1,587	£1,063

**Local Connection Criteria (Social Rented Units or Affordable Rented Units)** means the criteria included in the Nomination Agreement;

**Local Connection Criteria (First Homes)** means either (a) or (b) below:

(a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:

(i) is ordinarily resident within the Mid Sussex District Council's administrative area and has been for a continuous period of not less than twelve (12) consecutive months prior to exchange of contracts for the relevant First Home; and/or

- (ii) who has a close family association with the Mid Sussex District Council's administrative area by reason of a parent or child who is ordinarily resident within the Mid Sussex District Council's administrative area.
- (b) such other local connection criteria as may be adopted by the District Council from time to time as its "**First Homes Local Connection Criteria**" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "**Local Connection Criteria**" which shall apply to that disposal;

**Local Housing Allowance** means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it;

**Management Company** means a management company or other legal entity (which is either in existence or is to be created) for the purpose (set out in the company's memorandum or articles) of managing and maintaining the Countryside Open Space in accordance with the Countryside Open Space Detailed Specification and Management Plan and the Play Areas in accordance with the Play Areas Detailed Specification and Management Plan;

**Market Housing Units** means any Dwellings to be constructed on the Land pursuant to the Planning Permission which are general market housing for sale on the open market and which are not Affordable Housing Units;

**Market Value** means the open market value as assessed by a Valuer of Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS)

and for the avoidance of doubt shall not take into account the minimum thirty per cent (30%) discount in the valuation;

**Marketing  
Strategy**

means the marketing strategy related to the Plots including:

- (a) the location of the Plots;
- (b) the timing of when the Plots will be available for purchase
- (c) the design parameters which apply to each Plot
- (d) evidence that the Plots will be available for purchase at a reasonable costs to encourage the delivery of Self-Build and Custom Build dwellings
- (e) the broad terms of sale for the Plots which shall include contractual provisions that the electricity gas telecommunications water and waste water infrastructure and connections for the provision of the Plots are provided prior to legal completion of each Plot with suitable guidance to potential purchasers and an indication as to what arrangements will be needed between the parties to ensure the timely transfer of the Plots
- (f) the methodology to support the proposed marketing strategy for the Plots including the publications websites or spaces that will be used to advertise the Plots
- (g) evidence of soft testing of the marketing strategy for the Plots
- (h) an indication of the actions to be undertaken should suitable marketing demonstrate that some or all of the Plots are not subsequently required for Self Build and Custom Build Housing;

**Mortgagee (First  
Homes)**

means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

**National Space  
Standard**

means the nationally described standard as set out in the document entitled 'Technical housing standards – nationally described space standard', March 2015 issued by the Department for Communities

and Local Government (as amended from time to time) or such other successor replacement national space standard;

**NHS Contribution** means the sum of Three Hundred and Twenty Six Thousand Five Hundred Pounds (£326,500.00) payable by the Owner to the District Council being a financial contribution towards the costs of providing NHS GP services at Crawley Down or Modality GP practice serving the Development;

**Nomination Agreement** means an agreement between the District Council and the Registered Provider under which the District Council exercises its right to nominate prospective occupiers for the Social Rented Units or Affordable Rented Units and (where provided in the Development) Shared Ownership Units in accordance with Part VI of the Housing Act 1996 section 159 and which agreement shall provide for the District Council to have the right to nominate one hundred per cent (100%) of the prospective occupiers of the Social Rented Units or Affordable Rented Units and (where provided in the Development) Shared Ownership Units first let and first sale and (unless otherwise agreed in writing by the Responsible Officer for Housing) shall provide for the District Council to have the right to nominate one hundred per cent (100%) of the prospective occupiers of the Social Rented Units and/or Affordable Rented Units and (where provided in the Development) Shared Ownership Units on any relet or re sale substantially in the form annexed hereto at APPENDIX 2;

**Nominee** means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council. The Local Connection Criteria will be detailed in the Nomination Agreement;

**Occupation** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

**Occupancy Requirement**

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey (excluding staircases & hallways in the case of duplex flats/coach houses/maisonettes/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m <sup>2</sup>	58m <sup>2</sup>	
2	4	70m <sup>2</sup>	79m <sup>2</sup>	
3	5		93m <sup>2</sup>	99m <sup>2</sup>
3	6		102m <sup>2</sup>	108m <sup>2</sup>
4	6		106m <sup>2</sup>	112m <sup>2</sup>

**On Site Biodiversity Areas**

means the areas within the Land to be laid out to provide habitat enhancements for the purposes of achieving the Biodiversity Net Gain in accordance with the Biodiversity Gain Plan and subsequently managed, maintained and monitored in accordance with the HMMP/BNG Plan;

**Other Eligible Person**

means in the case of a Social Rented Unit or Affordable Rented Unit a person selected by a Registered Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing and in the case of First Homes means a person who shall meet the Eligibility Criteria (National) and unless paragraph 11.2 of Part One of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

**Payment Notice**

means a payment notice in the form attached at APPENDIX 4;

**Phase**

means one or more phase(s) of construction of the Development identified within an approved Phasing Plan;

**Phasing Plan**

means a plan or plans submitted in accordance with paragraph 4.1 of the FIRST SCHEDULE showing the relevant phase of the Development to include the location and number of Market Housing Units, Self and Custom Build Housing and Affordable Housing Units and infrastructure therein;

<b>Plan</b>	means the plan annexed to this Deed at APPENDIX 3;
<b>Planning Permission</b>	means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at APPENDIX 1;
<b>Play Areas</b>	means that area of land to be provided as Play Areas as shown indicatively on drawing number SK001 revision V17 dated 25.03.2025 attached a APPENDIX 5 with the exact location and boundaries identified within the relevant Reserved Matters Application;
<b>Play Areas Detailed Specification and Management Plan</b>	means the detailed specification (incorporating the RoSPA code of good practice and British and European standard for playground equipment and surfacing BS EN 1176 (as amended from time to time or such other successor replacement national standard) for the establishment and future management and maintenance of the Play Areas approved pursuant to the Planning Permission;
<b>Plot</b>	means a plot with access to the public highway and which on the date of legal completion of the sale of the said plot to the self build and custom build house builder will also have electricity gas telecommunications water and waste water infrastructure connections suitable for Self and Custom Build Housebuilding;
<b>Post-Development Biodiversity Value</b>	means: (1) the projected value of the on site habitat at the time when HMMP/BNG Certificate of Practical Completion has been issued; (2) the value of any Offsite Biodiversity Gain; and in each case calculated by reference to the BNG Metric;
<b>Pre-Development Biodiversity Value</b>	means the biodiversity value of the on site habitat prior to the Development as detailed in the assessment annexed to this Deed at APPENDIX 6
<b>Practical Completion</b>	means in respect of the Affordable Housing and First Homes: the issue of a certificate of practical completion by the Owner or their architect or Project Manager in NEC contracts) or in the event that

the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party or their architects (or Project Manager in NEC contracts); and in respect of the Countryside Open Space:

that the Countryside Open Space has been laid out and constructed in accordance with the Countryside Open Space Detailed Specification and Management Plan; and

in respect of the Play Areas:

that the Play Areas have been laid out and constructed in accordance with the Play Areas Detailed Specification and Management Plan;

and “**Practically Completed**” shall be constructed accordingly

**Price Cap**

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

**Primary Education Contribution**

means the financial contribution subject to adjustment calculated in accordance with the provision of paragraph 2.1 of the FIFTH 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 that would be generated by the Development and to be used towards additional facilities at Crawley Down Village CE Primary School or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made;

**Protected Occupier**

means a person who is Occupying a Social Rented Unit or an Affordable Rented Unit or (where provided on the Development) a

Shared Ownership Unit and is a Nominee or Other Eligible Person who:

- (a) has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Social or Affordable Rented Unit;
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Social or Affordable Rented Unit;
- (c) has been granted a Lease by a Registered Provider (or similar arrangement where a share of the Shared Ownership Unit is owned by the Nominee or Other Eligible Person and a share is owned by the Registered Provider) in respect of a particular Shared Ownership Unit and the Nominee or the Other Eligible Person has subsequently purchased from the Registered Provider all the remaining shares so that the Nominee or Other Eligible Person owns the entire Shared Ownership Unit;
- (d) any successor in title of any persons in (a) (b) and (c) above or their mortgagee or chargee; or
- (e) a mortgagee or chargee of a Shared Ownership leaseholder who is exercising their power of sale pursuant to the terms of the Lease;

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

**Registered Provider** means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing;

**Regulator of Social Housing** means the body responsible for regulating Registered Providers, as set out in the Housing and Regeneration Act 2008;

<b>Rentcharge</b>	means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of a Dwelling for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and <b>Rentcharges</b> shall be construed accordingly;
<b>Responsible Officer for Housing</b>	means the District Council's Assistant Chief Executive or such person as the District Council may nominate in her place from time to time;
<b>Reserved Matters Application (s)</b>	means an application(s) under the Act for approval of reserved matters reserved under the Planning Permission for subsequent approval;
<b>Reserved Matters Approval(s)</b>	means the approval(s) of reserved matters reserved under the Planning Permission and pursuant to which Development is Commenced;
<b>Retained Equity</b>	means the proportion of the market value in a Shared Ownership Unit represented by such share or unsold equity;
<b>RoSPA</b>	means the Royal Society for the Prevention of Accidents and its successors from time to time;
<b>RPI Index</b>	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;
<b>SAMM</b>	means Strategic Access Management and Monitoring, an environmental tool promoted by Natural England to protect Special Protection Areas (SPA) and Special Areas of Conservation (SAC), from recreational pressures arising from new housing development through education (both on and off site), guidance, promoting the use of SANG sites, and monitoring effectiveness;

<b>SDLT</b>	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
<b>Secondary Education Contribution</b>	means the financial contribution subject to adjustment calculated in accordance with the provision of paragraph 2.1 of FIFTH SCHEDULE which is calculated using the 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 education services that would be generated by the Development and to be used towards additional facilities at Imberhorne School or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made;
<b>Secretary of State</b>	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;
<b>Self and Custom Build Housebuilding</b>	means the construction or completion by individuals, associations of individuals, or persons working with or for individuals or associations of individuals, of dwellings to be occupied by those individuals but does not include the building of a dwelling acquired from a person who builds the dwelling wholly or mainly to plans or specifications decided or offered by the person as defined by the Self Build and Custom Housebuilding Act 2015 (as amended) and “ <b>Self and Custom Build Housing</b> ” shall be construed as housing built as Self and Custom Build Housebuilding;
<b>Serviceable Condition</b>	means the relevant property has proper connections within its boundary so as to connect to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications and enjoys direct access to the public highway

**Shared Ownership Unit**

or a roadway constructed to adoptable standards connected to the public highway;

means an Affordable Housing Unit which is occupied pursuant to a Lease granted by a Registered Provider where the occupier purchases an initial share of the equity and **Shared Ownership** shall be construed accordingly;

**Sixth Form Education Contribution**

means the financial contribution subject to adjustment in accordance with the provision of paragraph 2.1 of the FIFTH 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 sixth form education that would be generated by the Development and to be used towards additional facilities at Imberhorne School Sixth Form or another sixth form facility in the planning area of East Grinstead should this be more suitable at the time that the contribution is made;

**Social Rented Unit**

means an Affordable Housing Unit which is rented housing owned and managed by local authorities and private registered providers, for which guideline target rents (including service charges and a Rentcharge where applicable) are determined through national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England and the rent levels (including service charges and Rentcharges where applicable) shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and **Social Rented** shall be construed accordingly;

**SPA**

means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);

**Supplementary Planning Document** means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted by the District Council on the 25<sup>th</sup> July 2018;

**Sussex Police Contribution** means the sum of Thirty Four Thousand Seven Hundred and Sixty Two Pounds and Eighty Two Pence (£34,762.82) payable in accordance with paragraph 7 of the FIRST SCHEDULE of this Agreement being a financial contribution towards the costs of providing a police officer, support staff and equipment to serve the Development;

**Tenancy** means an assured tenancy or assured shorthold tenancy drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider;

**Transfer** means the legal transfer of a freehold interest or the grant of a lease of not less than one hundred and twenty five (125) years in the relevant part of the Land and **Transferred** shall be construed accordingly;

**Travel Plan** means the travel plan to be prepared for the Development and shall be based on the framework travel plan reference MS/SG/ITB9155-055F, dated 11 April 2025;

**Travel Plan Co-ordinator** means the person appointed by the Owner responsible for securing the implementation of the Travel Plan;

**Travel Plan Monitoring Fee** means the sum of Three Thousand Nine Hundred and Fifty Pounds (£3,950) payable to the County Council for monitoring the delivery and performance of the Travel Plan over the lifetime of the Development;

<b>Valuer</b>	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;
<b>Wheelchair Accessible Unit</b>	means an Affordable Housing Unit which must meet the requirements contained in Part M4(3) (1)(a) and (b) and Part M4(3)(2)(b) for wheelchair accessible dwellings as contained in Category 3 – wheelchair user dwellings of Schedule 1 of the Buildings Regulations 2010 as amended;
<b>Working Day</b>	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or a day when the District Council offices are closed;
<b>Worth Way Surfacing Contribution</b>	means a financial contribution of Fifty Six Thousand Seven Hundred Pounds (£56,700) payable in accordance with paragraph 4 of the FIFTH SCHEDULE towards an improved surface in line with the County Council's PRow standard bridleway specification (attached to this Deed at Appendix 7a) along the Worth Way between the Land and Old Station Close as shown on plan referenced ITB9155-GA-059 Rev A annexed to this Deed at APPENDIX 7b.

- 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 (and their address), the County Council (and their address) and the Owner shall include the successors in title and assigns of each party including any local authority successor (and their address).
- 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.

## **3. CONDITIONALITY**

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4.2 and 4.3 *Covenants to the District Council*, 5.2 and 5.3 *Covenants to the County Council*, 6 *Covenants by the District Council*, 7 *Covenants by the County Council* and 11 *Interest on late payment* which are conditional upon:

- 3.1 the grant of Planning Permission and
- 3.2 the Commencement of Development.

#### **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 ten (10) Working Days before the Commencement Date; and
- 4.2. to give the First Occupation Notice to the District Council not less than ten (10) Working Days before the First Occupation Date; and
- 4.3. 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 ten (10) Working Days before the Commencement Date; and
- 5.2. to give the First Occupation Notice to the District Council not less than ten (10) Working Days before the First Occupation Date; and
- 5.3. 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 SIXTH 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 SEVENTH 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 or in the part of the Land in respect of which such breach occurs, 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 the sum of Five Thousand and One Hundred Pounds (£5,100) 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 and the County Council Monitoring Contribution.

## **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 other than set out in this Deed 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, 4.2 and 5.1 and 5.2 above then the District Council shall be entitled to determine acting reasonably 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 [ ] 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 owner, leaseholder, tenant or occupier of any individual Market Housing Unit and their successors in title or their mortgagee provided always that such individual purchaser owner, leaseholder, tenant or occupier, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.

15.10 Except for the Affordable Housing obligations restricting Occupation and regulating the use of the Affordable Housing Units contained in paragraphs 6 and 7.1 of Part One of the SECOND SCHEDULE and regulating the use of First Homes in paragraphs 10, 11 and 12 of Part One of the SECOND SCHEDULE, the obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual owner or tenant or occupier of any individual Affordable Housing Unit or First Home and their successors in title or their mortgagee provided always that such individual owner, tenant or occupier (including their successors in title or their mortgagee) shall not themselves carry out any part of the Development.

15.11 Any mortgagee or chargee of the Owner shall have no liability under this Deed unless and until it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

15.12 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council and/or the County Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

## **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 or any other address subsequently given in writing by the County Council or District Council.

- 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 (2) 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 (“ **an Expert**”);
  - 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 (“**an Expert**”) 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. Community Buildings Contribution**

- 1.1. To pay to the District Council fifty per cent (50%) of the Community Buildings Contribution Index Linked prior to the first Occupation of the first Dwelling on the Development and the remaining fifty per cent (50%) of the Community Buildings Contribution Index Linked prior to Occupation of no more than fifty per cent (50%) of the Dwellings and such sum shall be Index Linked.
- 1.2. Not to occupy, permit or allow the Occupation of the first Dwelling on the Development unless and until fifty per cent (50%) of the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 1.3. Not to occupy, permit or allow the Occupation of more than fifty per cent (50%) of the Dwellings unless and until the remaining fifty per cent (50%) of the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

**2. Formal Sport Contribution**

- 2.1. To pay to the District Council fifty per cent (50%) of the Formal Sport Contribution Index Linked prior to the first Occupation of the first Dwelling on the Development and the remaining fifty per cent (50%) of the Formal Sport Contribution Index Linked prior to Occupation of no more than fifty per cent (50%) of the Dwellings and such sum shall be Index Linked.
- 2.2. Not to occupy, permit or allow the Occupation of the first Dwelling on the Development unless and until fifty per cent (50%) of the Formal Sport Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 2.3. Not to occupy or permit or allow the Occupation of more than fifty per cent (50%) of the Dwellings unless and until the remaining fifty per cent (50%) of the Formal Sport

Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

### **3. Local Community Infrastructure Contribution**

- 3.1. To pay to the District Council fifty per cent (50%) of the Local Community Infrastructure Contribution Index Linked for a Phase prior to the first Occupation of the first Dwelling in that Phase and the remaining fifty per cent (50%) of the Local Community Infrastructure Contribution Index Linked for that Phase prior to Occupation of no more than fifty per cent (50%) of the Dwellings in that Phase and such sum shall be Index Linked.
- 3.2. Not to occupy, permit or allow the Occupation of the first Dwelling in the relevant Phase unless and until fifty per cent (50%) of the Local Community Infrastructure Contribution Index Linked for that Phase and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 3.3. Not to occupy permit or allow the Occupation of more than fifty per cent (50%) of the Dwellings in the relevant Phase unless and until the remaining fifty per cent (50%) of the Local Community Infrastructure Contribution for that Phase and any Indexation and Interest payable under this Deed has been paid to the District Council.

### **4. Phasing Plan**

- 4.1. On or before the date of submission of the first Reserved Matters Application in each and every Phase the Owner shall submit a Phasing Plan for that Phase to the District Council and there shall be no Commencement of the Development in a Phase unless and until the Phasing Plan for that Phase has been approved in writing by the District Council.
- 4.2. The Owner shall implement the Development in accordance with all Phasing Plan(s) approved by the District Council pursuant to paragraph 4.1.

### **5. Ashdown Forest SAMM Contribution**

- 5.1. To pay to the District Council fifty per cent (50%) of the Ashdown Forest SAMM Contribution Index Linked for a Phase prior to first Occupation of the first Dwelling in that Phase and the remaining fifty per cent (50%) of the SAMM Contribution Index Linked for that Phase prior

to Occupation of no more than fifty per cent (50%) of the Dwellings in that Phase and such sum shall be Index Linked.

- 5.2. Not to occupy, permit or allow the first Occupation of the first Dwelling in the relevant Phase unless and until fifty per cent (50%) of the Ashdown Forest SAMM Contribution Index Linked for that Phase and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 5.3. Not to occupy, permit or allow the Occupation of more than fifty per cent (50%) of the Dwellings in the relevant Phase until the remaining fifty per cent (50%) of the SAMM Contribution Index Linked for that Phase and any Indexation and Interest payable under this Deed has been paid to the District Council.

## **6. NHS Contribution**

- 6.1. To pay to the District Council fifty per cent (50%) of the NHS Contribution Index Linked for a Phase prior to first Occupation of the first Dwelling in a Phase and the remaining fifty per cent (50%) of the NHS Contribution Index Linked for that Phase prior to Occupation of fifty per cent (50%) of the Dwellings for that Phase.
- 6.2. Not to occupy or cause or allow the Occupation of the first Dwelling in the relevant Phase until fifty per cent (50%) of the NHS Contribution Index Linked for that Phase has been paid to the District Council.
- 6.3. Not to occupy or cause or allow the Occupation of more than fifty per cent (50%) of the Dwellings in the relevant Phase until the remaining fifty per cent (50%) of the NHS Contribution Index Linked for that Phase has been paid to the District Council.

## **7. Sussex Police Contribution**

- 7.1. To pay to the District Council fifty per cent (50%) of the Sussex Police Contribution Index Linked for a Phase prior to first Occupation of the first Dwelling in a Phase and the remaining fifty per cent (50%) of the Sussex Police Contribution Index Linked for that relevant Phase prior to Occupation of fifty per cent (50%) of the Dwellings within that relevant Phase.
- 7.2. Not to occupy or cause or allow the Occupation of the first Dwelling in the relevant Phase until fifty per cent (50%) of the Sussex Police Contribution for that Phase has been paid to the District Council

- 7.3. Not to occupy or cause or allow the Occupation of more than fifty per cent (50%) of the Dwellings in the relevant Phase until the remaining fifty per cent (50%) of the Sussex Police Contribution Index Linked for that Phase has been paid to the District Council

## **8. Biodiversity Net Gain (On site)**

### **8.1 The Biodiversity Gain Plan**

The Owner covenants with the District Council that the Biodiversity Gain Plan in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the requirements of the approved details or any variation agreed in writing between the Owner and the District Council from time to time.

### **8.2 Habitat Management and Monitoring Plan of the On Site Biodiversity Areas**

The Owner covenants with the District Council:

- 8.2.1 prior to Commencement of Development to submit for approval to the District Council, (which approval shall not be unreasonably withheld or delayed) a HMMP/BNG Plan prepared by a suitably qualified ecologist which plan shall include:
- (a) the roles and responsibilities of the people or organisation(s) delivering the HMMP/BNG Plan;
  - (b) the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan;
  - (c) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of thirty (30) years from the completion of development;
  - (d) the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and
  - (e) details of the content of monitoring reports to be submitted to the District Council including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved.

The HMMP/BNG Plan shall include the following habitats based on the submitted post-intervention values:

- Lowland Mixed Deciduous Woodland

- Urban Trees
- Mixed Scrub
- Traditional Orchard
- Other neutral grassland
- Species-rich native hedgerow

8.2.2 not to Occupy or permit or allow any Occupation of any Dwellings until the HMMP/BNG Plan is approved in writing by the District Council and the costs of Three Hundred Pounds (£300) for such approval has been paid to the District Council;

8.2.3 to maintain, manage and monitor the On Site Biodiversity Areas in accordance with the approved HMMP/BNG Plan for a period of thirty (30) years (the “**Covenant Period**”) commencing from the date on which the HMMP/BNG Certificate of Practical Completion has been issued (the “**Covenant Start Date**”);

8.2.4 following the implementation of the initial habitat enhancements set out in the HMMP/BNG Plan for the On Site Biodiversity Areas the Owner shall serve notice on the District Council inviting it to inspect the On Site Biodiversity Areas and pay to the District Council the inspection costs of One Thousand Pounds (£1000) and the District Council shall issue the HMMP/BNG Certificate of Practical Completion confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction, and:

- (a) if the District Council chooses to inspect the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the HMMP/BNG Plan, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
- (b) upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 8.2.4(a) and pay to the District Council the further inspection costs of One Thousand Pounds (£1000) and the District Council shall issue a HMMP/BNG Certificate of Practical Completion;

PROVIDED THAT if the District Council fails to inspect the On Site Biodiversity Areas within twenty (20) Working Days of receipt of the notice of invitation from the Owner or fails to issue a HMMP/BNG Certificate of Practical Completion within twenty (20) Working Days of the inspection where no remedial works have been identified, then the HMMP/BNG Certificate of Practical Completion shall be deemed to have been issued at the end of those specified

periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 8.2.4 (a) and (b) (including payment by the Owners of inspection costs of One Thousand Pounds (£1000) on each occasion the District Council inspects the On Site Biodiversity Areas) shall be repeated until such time as the Council issues a HMMP/BNG Certificate of Practical Completion or a HMMP/ BNG Certificate of Practical Completion shall be deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a HMMP/BNG Certificate of Practical Completion is deemed to have been issued;

8.2.5 to submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 8.2.3 above at the following intervals:

- (a) two (2) year anniversary of the Covenant Start Date;
- (b) five (5) year anniversary of the Covenant Start Date;
- (c) ten (10) year anniversary of the Covenant Start Date;
- (d) fifteen (15) year anniversary of the Covenant Start Date
- (e) twenty (20) year anniversary of the Covenant Start Date;
- (f) twenty five (25) year anniversary of the Covenant Start Date;
- (g) thirty year (30) anniversary of the Covenant Start Date

8.2.6 that if any monitoring report submitted pursuant to paragraph 8.2.5 above identifies that remedial and/or corrective measures are required to any of the On Site Biodiversity Areas in order to ensure that they meet the standards set out in the approved HMMP/BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the District Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the District Council shall be deemed to have agreed the timescales proposed by the monitoring report and/or Owner where the District Council has not refused agreement within twenty (20) Working Days after the date when the proposed dates were received by the District Council.

8.2.7 The Owner may from time to time submit an updated HMMP/BNG Plan to the District Council for approval and shall pay to the District Council its costs of Three Hundred Pounds (£300) for each approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated HMMP/BNG Plan where it has not refused approval within twenty (20) Working Days after the date when it was received by the District Council.

- 8.2.8 To pay the District Council the BNG Monitoring Fee prior to the issue of the HMMP/BNG Certificate of Practical Completion and the District Council shall not be required to issue the HMMP/BNG Certificate of Practical Completion unless and until it has received the BNG Monitoring Fee.
- 8.2.9 To allow and permit access to the On Site Biodiversity Areas to the District Council and its consultants in order to inspect the On Site Biodiversity Areas to ensure compliance with the Biodiversity Gain Plan and the HMMP/BNG Plan.

**SECOND SCHEDULE**  
**COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL**  
**PART ONE: AFFORDABLE HOUSING**

The Owner covenants with the District Council as follows:

**1. Affordable Housing**

1.1 To submit to the District Council for approval as part of each Reserved Matters Application the proposed layout of the Affordable Housing Units in that Phase including the Affordable Housing Scheme for that Phase which shall specify the number, size, type (to include four per cent (4%) as Wheelchair Accessible Units for Social Rent or Affordable Rent) and the tenure mix of the Affordable Housing Units to reflect a tenure mix of twenty five per cent (25%) as First Homes or Shared Ownership (or as otherwise may be agreed in writing with the Council) and seventy five per cent (75%) as Social Rented or Affordable Rented Units to meet the range of affordable housing needs in the locality and in broad conformity with Part Two of the SECOND SCHEDULE and which shall have been previously agreed in writing by the Responsible Officer for Housing including the following matters (collectively referred to as “the Scheme Details”) specifying layout for each and every Phase (as the case may be):-

1.1.1 the proposed physical location, layout, size and specification of the Affordable Housing Units within the Development and of any common parts serving those Dwellings;

1.1.2 whether the Affordable Housing Units have parking spaces or garages;

1.1.3 which of the Affordable Housing Units are to be Social Rent or Affordable Rent and which are to be First Homes or Shared Ownership; and

1.1.4 which of the Affordable Housing Units are to be Wheelchair Accessible Dwellings;

and the Owner shall not Commence the Development of a Phase until the Scheme Details for that Phase have been approved by the District Council as part of the relevant Reserved Matter Approval.

1.2 Not to cause or allow the Commencement of the Development to occur in each and every Phase unless and until the following has occurred:

- 1.2.1 the Responsible Officer for Housing has approved in writing the identity of the Registered Provider with responsibility for the delivery of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (where agreed) in the relevant Phase; and
- 1.2.2 the Owner has entered into an unconditional and binding contract to Transfer the Social Rented Units or Affordable Rented Units and Shared Ownership Units (where agreed) and associated land in the relevant Phase to the Registered Provider ; and
- 1.2.3 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.2.2.

## **2 Restrictions on occupation**

- 2.1 No more than sixty per cent (60%) of the Market Housing Units in respect of each and every Phase shall be Occupied until all of the Social Rented Units or Affordable Rented Units and First Homes or Shared Ownership Units (where agreed) in the relevant Phase have been constructed in accordance with the Planning Permission and are in a Serviceable Condition and made ready for residential occupation and written notice of such has been received by the Responsible Officer for Housing.
- 2.2 No more than sixty per cent (60%) of the Market Housing Units in respect of each and every Phase shall be Occupied until the Social Rented Units or Affordable Rented Units and Shared Ownership Units (where agreed) and associated land in the relevant Phase have been Transferred to the Registered Provider.

## **3 Provision of Information**

To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (where agreed) and to promptly provide the Responsible Officer for Housing with such information and supporting evidence as she may reasonably request.

## **4 Provisions relating to the standards of the Affordable Housing**

- 4.1 That the Social Rented Units or Affordable Rented Units and First Homes or Shared Ownership Units (where agreed) shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet: -

- 4.1.1 Any mandatory standards in relation to design, construction and accessibility required by Homes England; and
- 4.1.2 the standards set out in the Affordable Housing SPD; and
- 4.1.3 the National Space Standard and
- 4.1.4 the specific requirements contained in Part M4(3)(1)(a) and (b) and Part M4(3)(2)(b) of Schedule 1 of the Building Regulations 2010 as amended for the Wheelchair Accessible Units

which are current at the date of the Planning Permission/ Reserved Matters Approval and all First Homes shall also be constructed to no less than the standard applied to the Market Housing Units.

## **5 Provisions relating to Affordable Housing to be transferred to a Registered Provider**

- 5.1 That the Transfer of the Social Rented Units or Affordable Rented Units or Shared Ownership Units to a Registered Provider approved by the Responsible Officer for Housing shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy.
- 5.2 The Owner covenants with the District Council that the Transfer of the Social Rented Units or Affordable Rented Units or (where provided in the Development) the Shared Ownership Units pursuant to paragraph 5.1 shall contain the following:
  - 5.2.1 the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Social Rented Units or Affordable Rented Units or (where provided in the Development) Shared Ownership Units and associated land;
  - 5.2.2 a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);
  - 5.2.3 such other terms as the Owner agrees with the Registered Provider.

## **6 Nomination Rights**

The Owner shall procure that none of the Social Rented Units or Affordable Rented Units or (where provided in the Development) Shared Ownership Units in respect of each and every Phase shall be Occupied until the Owner (being a Registered Provider) has entered into a Nomination Agreement with the District Council (in relation to the relevant Phase)

provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all of the applicable Social Rented Units or Affordable Rented Units and The Local Connection Criteria will be detailed in the Nomination Agreement.

## **7 Use of the Social Rented Units or the Affordable Rented Units or (where provided in the Development) Shared Ownership Units**

7.1 Subject to paragraphs 7.2 and 8 that from the date of Practical Completion of the Social Rented Units or Affordable Rented Units or (where provided in the Development) Shared Ownership Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

7.2 The covenant set out in paragraph 7.1 shall not be binding on or enforceable against:

7.2.1 Any Protected Occupier or any mortgagee or chargee of the Protected Occupier or any person deriving title from the Protected Occupier or any successor in title thereto and their respective mortgagees and chargees; or

7.2.2 Any Chargee and any successors in title thereto provided that the Chargee shall have first complied with the Chargee's Duty;

PROVIDED THAT if any successor in title to the Protected Occupier (as referred to in paragraph 7.2.1) or the Chargee (as referred to in paragraph 7.2.2 ) is a Registered Provider or any other provider of affordable housing the provisions of paragraph 7.1 shall thereupon become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided herein.

## **8 Chargee Clause**

8.1 Prior to seeking to dispose of the Social Rented Units or Affordable Rented Units or (where provided in the Development) Shared Ownership Units (or any one or more of them) and the associated land (or any part thereof) pursuant to any default under the terms of its mortgage or charge ("**the Charged Property**") the Chargee shall give prior written notice including evidence and written confirmation of the default (the "**Chargee's Notice**") to the District Council of its intention to dispose and:

8.1.1 the Chargee shall use reasonable endeavours over a period of three (3) months from the date of service of the Chargee's Notice on the District Council to complete a disposal of the Charged Property in such a way so as to safeguard it as Affordable

Housing in line with paragraph 8.2 for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation relating to the Charged Property including all accrued principal monies and interest due and reasonable costs relating to the said security documentation; and

8.1.2 if such disposal has not completed within the three (3) month period the Chargee shall, subject to the proviso set out in paragraph 7.2 and 8.2 of this Part One of the SECOND SCHEDULE, be entitled to dispose of the Charged Property free from the affordable housing provisions contained in the SECOND SCHEDULE to this Agreement which provisions shall determine absolutely; and

8.2 In the event of a default under any security referred to in paragraph 8.1 or in other circumstances warranting the intervention of Homes England nothing in this Deed shall prevent the transfer of the Social Rented Units or Affordable Rented Units or Shared Ownership Units or any one or more of them (as the case may be) to another Registered Provider or alternative affordable housing provider (in either case approved in writing by the Responsible Officer for Housing) or to the District Council subject to the Social Rented units or Affordable Rented Units or (where provided in the Development) Shared Ownership Units and associated land remaining bound by the provisions of this Deed.

## **9 General**

### **9.1 Notices**

Without prejudice to the provisions of paragraphs 1 to 8 the Owner and any Chargee shall comply with any statutory requirements as contained in Part 2 of the Housing and Regeneration Act 2008 and must notify the District Council immediately in writing in the event of service of any notice order or direction served made or given under Part 2 of the Housing and Regeneration Act 2008.

## **10 First Homes Delivery Mechanism**

10.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

10.1.1 the Eligibility Criteria (National); and

10.1.2 the Eligibility Criteria (Local)

10.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months after Practical Completion of the said First Homes) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 10.1.2 shall cease to apply.

10.3 Subject to paragraphs 10.6 to 10.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than fifty per cent (50%) of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee (First Homes)

10.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

10.4.1 The District Council has been provided with evidence that:

10.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 10.2 applies meets the Eligibility Criteria (Local)

10.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

10.4.1.3 the transfer of the First Home includes:

(a) a definition of the "District Council" which shall be Mid Sussex District Council

(b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 10 and 11 and 12 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

(c) A definition of "S106 Agreement" means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 dated [ ] and made between [ ]

(d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose

of the Property or any part of it other than in accordance with the First Homes Provisions

(e) a copy of the First Homes Provisions in an Annexure

10.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 10.3 and 10.4.1 have been met

10.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Mid Sussex District Council of Oaklands Road, Haywards Heath, West Sussex RH16 1SS or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

10.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner not just the first First Homes Owner may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

10.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 10.1 and 10.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months after Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 10.3 and 10.4.1; or

10.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 10.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship,

10.7 Upon receipt of an application served in accordance with paragraph 10.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price,

10.8 If the District Council is satisfied that either of the grounds in paragraph 10.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 that the relevant Dwelling may be Disposed of:

10.8.1 to the District Council at the Discount Market Price; or

10.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 10.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

10.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 10.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he or she or they may serve notice on the District Council in accordance with paragraph 10.6 following which the District Council must within twenty eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

10.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 10.8 or 10.9 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

10.11 Upon receipt of the Additional First Homes Contribution the District Council shall:

10.11.1 within twenty eight (28) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in

paragraph 10.5 where such restriction has previously been registered against the relevant title

10.11.2 apply all monies received towards the provision of Affordable Housing

10.12 Any person who purchases a First Home free of the restrictions in Paragraph 10 and 11 of the SECOND SCHEDULE of this Deed pursuant to the provisions in paragraphs 10.9 and 10.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

## 11. **FIRST HOMES USE**

11.1 Each First Home shall be used only as the main residence of the First Homes Owner or any First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 11.2 – 11.5 below.

11.2 A First Homes Owner or any First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

11.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- (a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- (b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- (c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- (d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- (e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- (f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

11.4 A letting or sub-letting permitted pursuant to paragraph 11.2 or 11.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

11.5 Nothing in this paragraph 11 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

## **12. FIRST HOMES MORTGAGEE EXCLUSION**

12.1 The obligations in paragraphs 10-11 of the SECOND SCHEDULE of this Deed in relation to First Homes shall not apply to any Mortgagee (First Homes) or any receiver (including an administrative receiver appointed by such Mortgagee (First Homes) or any other person appointed under any security documentation to enable such Mortgagee (First Homes) to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee (First Homes) or Receiver PROVIDED THAT:

- 12.1.1 such Mortgagee (First Homes) or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
- 12.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee (First Homes) or Receiver to the District Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 12.1.3
- 12.1.3 following the Disposal of the relevant First Home the Mortgagee (First Homes) or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs pay to the District Council the Additional First Homes Contribution.
- 12.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:
  - 12.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 10.5; and
  - 12.1.4.2 apply all such monies received towards the provision of Affordable Housing.

**SECOND SCHEDULE**  
**PART TWO: AFFORDABLE HOUSING SCHEME**

<b>% MIX OF AFFORDABLE HOUSING UNITS (rounded up or down to ensure a whole number PROVIDED ALWAYS that the total number of affordable housing units shall not exceed 30% of the total number of Dwellings within the Development)</b>	<b>DWELLING TYPES</b>	<b>TENURE OF DWELLINGS(Social Rented/Affordable Rented/First Homes)</b>	<b>PLOT NUMBERS</b>
17%	ONE BED / 2 PERSON FLAT/ DUPLEX FLAT/ COACH HOUSE/FOG/MAISONETTE/ BUNGALOW @ a minimum of 50m2 excluding any staircases and hallways or 58m2 including them.	Social Rented/Affordable Rented	TBC
30%	TWO BED / 4 PERSON FLAT/ DUPLEX FLAT/ COACH HOUSE/ FOG/ MAISONETTE/ BUNGALOW/HOUSE @ a minimum of 70m2 excluding any staircases and hallways or 79m2 including them	Social Rented/Affordable Rented	TBC
20%	THREE BED / 5 PERSON HOUSE @ a minimum of 93m2 (2 storey) or 99m2 (3 storey)	Social Rented/Affordable Rented	TBC
5%	FOUR BED / 6 PERSON HOUSE @ a minimum of 106m2 (2 storey) or 112m2 (3 storey)	Social Rented/Affordable Rented	TBC
3%	ONE BED / 2 PERSON WHEELCHAIR ACCESSIBLE M4(3)(2) (b) BUNGALOW OR FLAT @ a minimum of 60m2 with its own private garden space OR TWO BED / 4 PERSON WHEELCHAIR ACCESSIBLE BUNGALOW / FLAT @ a minimum of 84m2 with its own private garden space OR TWO BED / 4 PERSON WHEELCHAIR ACCESSIBLE HOUSE @ a minimum of 103m2 (2 storey) with its own private garden space <b>AND</b> 1 x THREE BED / 5 PERSON WHEELCHAIR ACCESSIBLE HOUSE @ a minimum of 121m2 with its own private garden space	Social Rented/Affordable Rented	TBC

10%	ONE BED / 2 PERSON FLAT/ DUPLEX FLAT/ COACH HOUSE/FOG/MAISONETTE/ BUNGALOW @ a minimum of 50m2 excluding any staircases and hallways or 58m2 including them.	First Homes/Shared Ownership	TBC
15%	TWO BED / 4 PERSON FLAT/ DUPLEX FLAT/ COACH HOUSE/ FOG/ MAISONETTE/ BUNGALOW/HOUSE @ a minimum of 70m2 excluding any staircases and hallways or 79m2 including them	First Homes/Shared Ownership	TBC

**\*Please note that the mix of Dwelling Types for First Homes or Shared Ownership can be varied (within reason) at Reserved Matters Application.**

**THIRD SCHEDULE**  
**COUNTRYSIDE OPEN SPACE AND PLAY AREAS**

**PART 1 – COUNTRYSIDE OPEN SPACE**

1. The Owner covenants with the District Council as follows:
  - 1.1 Not to erect any Dwellings on the Countryside Open Space nor to use the Countryside Open Space other than for Countryside Open Space and outdoor recreation for the lifetime of the Development.
  - 1.2 To submit to the District Council for its written approval (such approval not to be unreasonably withheld or delayed) the Countryside Open Space Detailed Specification and Management Plan as part of the relevant Reserved Matters Application in respect of the Land.
  - 1.3 Not to Commence Development until the District Council has approved the Countryside Open Space Detailed Specification and Management Plan in writing.
  - 1.4 To construct and deliver the Countryside Open Space approved as part of the Reserved Matters Approval in accordance with the approved Countryside Open Space Detailed Specification and Management Plan and in accordance with the requirements of this Schedule so that the Countryside Open Space is constructed and delivered prior to the Occupation of not more than seventy five per cent (75%) of the Dwellings within the Land.
  - 1.5 Not to Occupy seventy five per cent (75%) or more of the Dwellings until the Certificate of Practical Completion (Open Space and/or Play Areas) has been issued to the District Council.
  - 1.6 Following Practical Completion of the Countryside Open Space the Owner shall serve notice on the District Council inviting it to inspect the Countryside Open Space and issue a Certificate of Compliance (Open Space) (which shall not be unreasonably withheld or delayed).
  - 1.7 If the District Council chooses to inspect the Countryside Open Space and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of the District Council identifying the

necessary remedial works (or such other timescale as may be agreed in writing with the District Council).

- 1.8 Upon completion of any remedial works the Owner shall serve notice in writing on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.7 and issue a Certificate of Compliance (Open Space) (which shall not be unreasonably withheld or delayed).
- 1.9 The requirements of paragraph 1.8 shall then repeat themselves until the District Council has been able to issue a Certificate of Practical Completion (Open Space).
- 1.10 Following issue of the Certificate of Practical Completion (Open Space) the Owner shall:
  - 1.10.1 not use the Countryside Open Space otherwise than as an area of Countryside Open Space and for outdoor recreation subject to the rights of the Owner, and
  - 1.10.2 allow access to the Countryside Open Space (free of charge but on a permissive basis only) for the lifetime of the development to residents of the development and members of the public each day for the purpose of recreation (unless the District Council agrees otherwise in writing).
- 1.11 Following the issue of the Certificate of Compliance (Open Space) the Owner shall transfer the Countryside Open Space to the Management Company or such other body as may be agreed with the District Council in writing who shall manage and maintain the Countryside Open Space to the District Council's reasonable satisfaction for the lifetime of the development in accordance with the approved Countryside Open Space Detailed Specification and Management Plan and the Owner shall further procure in any transfer of the Countryside Open Space to the Management Company a specific obligation to maintain the Countryside Open Space so transferred to the same standard as set out in the approved Countryside Open Space Detailed Specification and Management Plan.
- 1.12 Where the Owner is to transfer the Countryside Open Space to the Management Company, the Owner must agree with the District Council the details of the Management Company, including its constitution and provisions for costs/maintenance costs before any transfer of the Countryside Open Space to the Management Company.

## **PART 2 – PLAY AREAS**

1. The Owner covenants with the District Council as follows:
  - 1.1 Not to erect any Dwellings on locations on the Land set aside for Play Areas nor to use the said locations other than for Play Areas for the lifetime of the Development.
  - 1.2 To construct and deliver the approved Play Areas in accordance with the Play Areas Detailed Specification and Management Plan (incorporating the RoSPA code of good practice and British and European standard for playground equipment and surfacing BS EN 1176 (as amended from time to time or such other successor replacement national standard) and in accordance with the requirements of this Schedule so that the Play Areas are constructed and delivered prior to the Occupation of not more than seventy five per cent (75%) of the Dwellings within the Land.
  - 1.3 Not to Occupy seventy five per cent (75%) or more of the Dwellings until the District Council has issued the Confirmation Certificate (Play Areas).
  - 1.4 Following Practical Completion of the Play Areas the Owner shall invite RoSPA to inspect the Play Areas and issue a Certificate of Compliance (Play Areas) to the District Council.
  - 1.5 Where RoSPA identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of RoSPA identifying the necessary remedial works (or such other timescale as may be agreed in writing with the District Council acting reasonably).
  - 1.6 Upon completion of any remedial works the Owner shall serve notice in writing on the RoSPA inviting it to inspect the completion of the remedial works identified pursuant to paragraph 1.5 and request that it issues a Certificate of Compliance (Play Areas) to the District Council.
  - 1.7 The requirements of paragraph 1.6 shall then repeat themselves until RoSPA has issued a Certificate of Compliance (Play Areas).
2. On receipt of the Certificate of Compliance (Play Areas) the District Council covenants with the Owner that it shall issue the Confirmation Certificate (Play Areas) to the Owner (such certificate not to be unreasonably withheld or delayed).

3. The Owner shall:
  - 3.1 not use the Play Areas otherwise than as a Play Area, and
  - 3.2 allow access to the Play Areas (free of charge but on a permissive basis only) for the lifetime of the development to residents of the Development and members of the public.
4. Following the issue of the Confirmation Certificate (Play Areas) the Owner shall transfer the Play Areas to the Management Company or such other body as may be agreed with the District Council in writing who shall manage and maintain the Play Areas to the District Council's reasonable satisfaction for the lifetime of the development in accordance with the approved Play Areas Detailed Specification and Management Plan and the Owner shall further procure in any transfer of the Play Areas to the Management Company a specific obligation to maintain the Play Areas so transferred to the same standard as set out in the approved Play Areas Detailed Specification and Management Plan.
5. Where the Owner is to transfer the Play Areas to the Management Company, the Owner must agree with the District Council the details of the Management Company, including its constitution and provisions for costs/maintenance costs before any transfer of the Play Areas to the Management Company.
6. The Owner covenants with the District Council to allow and permit access to the Play Areas (on reasonable written notice) to the District Council and its consultants in order to inspect the Play Areas to ensure compliance with the Play Areas Detailed Specification and Management Plan.

## FOURTH SCHEDULE

### SELF AND CUSTOM BUILD HOUSING

1. The Owner covenants with the District Council as follows:
  - 1.1 Two per cent (2%) of the Dwellings are to be offered for purchase in the first instance to those registered on the District Council's Self and Custom Build Register of Interest. The Dwelling on each Plot shall only be constructed as Self and Custom Build Housing in accordance with the terms of this Deed and the Planning Permission and a separate Reserved Matters Application will be required for each Plot.
  - 1.2 Prior to Commencement of Development to submit to the District Council for approval the details of the proposed location of the Plots and the Marketing Strategy.
  - 1.3 To actively market the Plots for no fewer than twelve (12) calendar months from approval of the Marketing Strategy at the Owner's own cost.
  - 1.4 To submit written details of the marketing exercise undertaken under paragraph 1.3 of this schedule and such other evidence as reasonably required by the District Council at the end of the marketing exercise under paragraph 1.3 of this schedule within ten (10) Working Days of a written request by the District Council.
  - 1.5 To procure that the Plots are disposed to a self-build and custom housebuilder no later than three (3) months prior to the anticipated date of Occupation of the last Market Housing Unit PROVIDED THAT if the Owner provides evidence pursuant to paragraph 1.4 to the District Council's reasonable satisfaction that paragraph 1.3 has been complied with and despite the Owner using reasonable endeavours to exchange contracts for the sale of all of the Plots contracts have not been exchanged for the sale of one or more of the Plots ("Unsold Serviced Plots") by six (6) months after the expiry of the relevant Marketing Period this Schedule shall cease to apply and shall determine absolutely in respect of the Unsold Service Plots and the Owner shall be entitled to develop and sell the Unsold Serviced Plots as open market housing and shall not be required to provide the Unsold Serviced Plots for Self-Build & Custom Build Housebuilding.

**FIFTH SCHEDULE**  
**COVENANTS BY THE OWNER TO THE COUNTY COUNCIL**

**1 Travel Plan and Enhanced Bus Service**

- 1.1 To submit the Travel Plan to the County Council for approval prior to Commencement of Development. The Travel Plan shall be based on the framework travel plan reference MS/SG/ITB9155-055F dated 11 April 2025.
- 1.2 Not to Occupy any Dwelling until 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.
- 1.3 Upon first Occupation of any 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.
- 1.4 To pay to the County Council prior to the Occupation of any Dwelling the Travel Plan Monitoring Fee Index Linked. It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee Index Linked for monitoring the delivery of the Travel Plan.
- 1.5 Not to cause or allow the Occupation of any Dwelling until the Travel Plan Monitoring Fee Index Linked has been paid to the County Council.
- 1.6 The Owner covenants to the County Council as follows:
  - 1.6.1 to enter into the Enhanced Bus Service Agreement prior to first Occupation of the first Dwelling on the Development.
  - 1.6.2 not to Occupy or cause or permit the first Occupation of the first Dwelling on the Development until it has entered into the Enhanced Bus Service Agreement.
  - 1.6.3 once the Enhanced Bus Service Agreement has been completed, to provide evidence of payment of the Enhanced Bus Service Amount to the County Council and not to terminate the Enhanced Bus Service Agreement until the Enhanced

Bus Service Amount has been paid to the Bus Services Operator unless otherwise agreed with the County Council.

1.6.4 to use all reasonable endeavours to procure that the Enhanced Bus Service Agreement gives to the County Council and their successors third party rights to enforce the agreement under the Contract (Rights of Third Parties) Act 1999.

## **2 Education Contributions**

2.1 To pay to the County Council the Education Contribution as set out in either paragraph 2.2 or paragraph 2.3 below:

2.2 Where the Development will be delivered in more than one Phase as confirmed by the first Reserved Matters Approval:

2.2.1 to pay the Education Contribution for a Phase prior to first Occupation of the first Dwelling in that Phase and such sum shall be Index Linked.

2.2.2 Not to permit or allow the first Occupation of the first Dwelling in the relevant Phase until the Education Contribution for that Phase has been paid to the County Council.

2.3 Where the Development will be delivered in a single Phase as confirmed by the first Reserved Matters Approval:

2.3.1 to pay fifty per cent (50%) of the Education Contribution for the Development prior to first Occupation of the first Dwelling in the Development and such sum shall be Index Linked and to pay the remaining fifty per cent (50%) of the Education Contribution for the Development prior to Occupation of fifty per cent (50%) of Dwellings in the Development and such sum shall be Index Linked.

2.3.2 Not to permit or allow the Occupation of fifty per cent (50%) of any Dwelling in the Development until fifty per cent (50%) of the Education Contribution for the Development has been paid to the County Council and not to permit or allow the Occupation of fifty per cent (50%) of the Dwellings within the Development until the remaining fifty per cent (50%) of the Education Contribution for the Development has been paid to the County Council.

2.4 The Education Contribution shall be calculated by reference to the following formula:

(DfE figure (Primary) x TPR = Primary Education Contribution) +

(DfE figure (Secondary) x TPR = Secondary Education Contribution) +

(DfE figure (Further Secondary) x TPR = Further Secondary Education Contribution) =

Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Primary/Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2024/2025 is £22,032 for Primary, f£33,196 or Secondary, £36,002for Further Secondary), updated as necessary by the BCIS Index.

Total Places Required (TPR) (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Dwellings, less any allowance for affordable dwellings (which for Mid Sussex District is 33% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a Reserved Matters Approval. The County Council use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied:

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years Reception to 6) and 5 for Secondary (years 7 to 11). For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex.

2.5 If the Education Contribution is not paid to the County Council on or before the relevant payment dates, 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 relevant Education Contribution.

- 2.6 The Primary Education Contribution shall be spent on additional facilities at Crawley Down Village C of E School, or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 2.7 The Secondary Education Contribution shall be spent on additional facilities at Imberhorne School, or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 2.8 The Sixth Form Education Contribution shall be spent on additional facilities at Imberhorne School Sixth Form, or another sixth form facility in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.

### **3 Library Contribution**

- 3.1 Where the Development will be delivered in more than one Phase as confirmed by the first Reserved Matters Approval:
- 3.1.1 to pay the Library Contribution for a Phase prior to first Occupation of the first Dwelling in that Phase and such sum shall be Index Linked.
  - 3.1.2 Not to permit or allow the first Occupation of the first Dwelling in the relevant Phase until the Library Contribution for that Phase has been paid to the County Council.
- 3.2 Where the Development will be delivered in a single Phase as confirmed by the first Reserved Matters Approval:
- 3.2.1 to pay fifty per cent (50%) of the Library Contribution for the Development prior to first Occupation of the first Dwelling in the Development and such sum shall be Index Linked and to pay the remaining fifty per cent (50%) of the Library Contribution for the Development prior to Occupation of fifty per cent (50%) of Dwellings in the Development and such sum shall be Index Linked.
  - 3.2.2 Not to permit or allow the Occupation of fifty per cent (50%) of any Dwelling in the Development until fifty per cent (50%) of the Library Contribution for the Development has been paid to the County Council and not to permit or allow the Occupation of fifty per cent (50%) of the Dwellings within the Development until

the remaining fifty per cent (50%) of the Library Contribution for the Development has been paid to the County Council.

3.3 The Library Contribution shall be calculated by reference to the following formula:

$L/1000 \times AP = \text{Library Contribution}$  where:

Note: x = multiplied by.

L/1000 = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2024/2025 are 30 sq.m and £6,456 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Dwellings as approved by a Reserved Matters Approval. The County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

3.4 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 Worth Way Surfacing Contribution**

4.1 To pay to the County Council prior to the Occupation of the first Dwelling in the Development the Worth Way Surfacing Contribution Index Linked

- 4.2 Not to cause or allow the Occupation of the first Dwelling in the Development to occur until the Worth Way Surfacing Contribution Index Linked has been paid to the County Council.
- 4.3 If the Worth Way Surfacing 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 Worth Way Surfacing Contribution.

## 5 Car Club

- 5.1 In this paragraph the following terms have the following meanings unless inconsistent with the context:

**Car Club** means a car club operated by a Car Club Operator for which residents may join and which makes cars available for hire to members;

**Car Club Membership** means, in respect of the first Occupier of each Dwelling, free membership to a Car Club for a period of 3 (three) years commencing on the date when that Occupier first Occupies the Dwelling;

**Car Club Operator** means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the County Council in writing; and

**CoMoUK** means the national charity registered in England and Wales (no 1093980) promoting responsible car use.

The Owner covenants to:

- 5.2 use reasonable endeavours to enter into a contract with a Car Club operator to provide one Car Club vehicle on the Site within two (2) months of first Occupation of any Dwelling (unless otherwise agreed in writing with the Council) and to provide a copy to the Council of any such contract that has been entered into with a Car Club Operator;
- 5.3 offer Car Club Membership to the first household to Occupy each Dwelling;
- 5.4 not Occupy the Dwellings (or any part of them) unless and until written evidence has been provided to the County Council to demonstrate that paragraph 5.2 within this Schedule

have been complied with (insofar as they can be complied with at the date of Occupation);  
and

5.5 unless otherwise agreed in writing with the County Council, to retain and maintain the one  
(1) car parking space within the Development provided pursuant to the Planning Permission  
for sole use by the Car Club vehicle.

**SIXTH SCHEDULE**  
**COVENANTS BY THE DISTRICT COUNCIL**

The District Council covenants with the Owner:

**1. Expenditure of District Council Contributions**

- 1.1. To expend the Community Buildings Contribution towards improvements to the Haven Centre in Crawley Down.
- 1.2. To expend the Formal Sport Contribution on sports facilities at Crawley Down Cricket Club and / or Crawley Down Gatwick Football Club and/or the King George V Playing Field, Sandy Lane.
- 1.3. To expend the Local Community Infrastructure Contribution (a) upgrades to any or all of the following car parks in the village of Crawley Down; (i) the Glebe Centre car park; and/or (ii) the Haven Centre car park, and/or (ii) the Memorial car park; and/or (iv) Burleigh Way car park; and/or (b) upgrades to the war memorials to include extension to stones/additional stones/flag poles situated in Crawley Down; and/or (c) solar panels for the scout hut used by 1st Turners Hill and Crawley Down Scout Group, Woodlands, Paddockhurst Road, Turners Hill, Crawley, West Sussex, RH10 4SE.
- 1.4. To expend the Ashdown Forest SAMM Contribution towards the Joint SAMM Strategy.
- 1.5. To expend the NHS Contribution (or as soon as reasonably practicable pay to the Horsham and Mid Sussex Clinical Commissioning Group or other body with responsibility for health the NHS Contribution to expend) towards the costs of providing for NHS GP services at Crawley Down or Modality GP practice serving the Development.
- 1.6. To expend the Sussex Police Contribution (or as soon as reasonably practicable pay to the Sussex Police or other body with responsibility for policing the Sussex Police Contribution to expend) towards costs of a police officer, support staff and equipment to serve the Development.

## **2. Repayment of Contributions**

- 2.1. If the Community Buildings Contribution and/or Formal Sport Contribution and/ or the Local Community Infrastructure Contribution and/or NHS Contribution and/or Sussex Police Contribution have not been expended in accordance with paragraph 1 of the SIXTH SCHEDULE within ten (10) years of receipt of the respective contributions in full the District Council shall, if so demanded in writing at the end of the said ten (10) 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 ten (10) year period referred to in this paragraph 2 of the SIXTH 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 Local Community Infrastructure Contribution and/or Formal Sport Contribution and/or NHS Contribution and/or Sussex Police Contribution or parts thereof for the purposes specified in paragraph 1 of the SIXTH SCHEDULE then the District Council shall not be required to refund any part of the Community Buildings Contribution and/or the Local Community Infrastructure Contribution and/or Formal Sport Contribution and/or NHS Contribution and/or Sussex Police 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 Schedule .
- 2.2. For the avoidance of any doubt the provisions of paragraph 2.1 of this Schedule do not apply to the Ashdown Forest SAMM Contribution.
- 2.3. 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 1.6 of this Schedule including the process of obtaining all requisite consents.

**SEVENTH SCHEDULE**  
**COVENANTS BY THE COUNTY COUNCIL**

The County Council covenants with the Owner:

**1. Education Contributions**

- 1.1. To expend the Primary Education Contribution together with any interest accruing thereon towards additional facilities at Crawley Down Village CofE School, or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 1.2. To expend the Secondary Education Contribution together with any interest accruing thereon towards additional facilities additional facilities at Imberhorne School, or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 1.3. To expend the Sixth Form Education Contribution together with interest accruing thereon towards additional facilities at Imberhorne School Sixth Form, or another sixth form facility in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 1.4. It is hereby acknowledged for the avoidance of doubt and without prejudice to paragraphs 1.1 -1.3 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution and /or the Sixth Form 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.

**2. Library Contribution**

To expend the Library Contribution together with any interest accruing thereon only towards additional facilities at East Grinstead 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.

### **3. Worth Way Surfacing Contribution**

- 3.1. To expend the Worth Way Surfacing Contribution together with any interest accruing thereon only towards improved surface in line with WSCC's PRow standard Bridleway specification along the Worth Way between the Land and Old Station Close 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 Worth Way Surfacing 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 Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution and/or Worth Way Surfacing Contribution shall not have been spent within ten (10) 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 Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution and/or Worth Way Surfacing Contribution or part thereof for the purposes specified in this schedule then the County Council shall not be required to refund any part of the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution

and/or Worth Way Surfacing 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.

**APPENDIX 1**  
**DRAFT PLANNING PERMISSION**

**APPENDIX 2**  
**FORM OF DRAFT NOMINATION AGREEMENT**

**APPENDIX 3**  
**THE PLAN**

**APPENDIX 4  
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:	

**APPENDIX 5**  
**COUNTRYSIDE OPEN SPACE PLAN**  
**and Drawing number SK001 revision V17 dated 25.03.2025**

**APPENDIX 6**  
**PRE-DEVELOPMENT BIODIVERSITY VALUE ASSESSMENT**

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  
**WATES GROUP LIMITED**

acting by  
[ .....[DIRECTOR]

a director and

[ .....[DIRECTOR]

a director