DATED 3 September **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 North of Huntsland, Turners Hill Road Crawley Down West Sussex RH104EZ

DM/25/0016

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

IKEN 8289

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THIS DEED is dated the 5th day of September 2025

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 close proximity of 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 25th 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;

Affordable Rented Unit(s)	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 **Affordable Rented** shall be construed accordingly;
Allocation Scheme	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;
Application	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/25/0016;
Armed Services Member	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;
Ashdown Forest SAMM Contribution	means One Hundred and Seventy Five Thousand Five Hundred Pounds (£175,500) 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;

Biodiversity Net Gain	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;
Biodiversity Excess Gain	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;
Biodiversity Gain Plan	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;

BCIS Index	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;
BNG Metric	means the statutory metric published by DEFRA at 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;
BNG Monitoring Fee	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;
Care Home Unit	means a unit for the provision of residential accommodation and care to people in need of Personal Care (other than a use within class C3 Dwelling) pursuant to class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) for occupation by Primary Residents comprised within the Development and references to **Care Home** and **Care Home Units** shall be construed accordingly;
Certificate of Compliance (Play Areas)	a certificate to be issued by RoSPA to the District Council confirming that the Play Areas have been constructed in accordance with the RoSPA Code of good practice for play areas 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);
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	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

(Open Space and/or Play Areas)	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;

shall not be taken to be material operations 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 0, 5.1 and/or 15.5 and served in accordance with clause 16;

Community Buildings Contribution means the indicative financial contribution of Two Hundred and Twenty Eight Thousand Four Hundred and Seventy One Pounds and Eight Pence (£228,471.08) 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 of the FIRST SCHEDULE of this Deed;

Unit Size	**Market Housing Unit**	**Affordable Housing Unit**
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);

Confirmation Certificate (Play Areas)	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;
Countryside Open Space	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;
Countryside Open Space Plan	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;
Countryside Open Space Detailed Specification and Management Plan	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;
County Council Contributions	means the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution and the Library Contribution;
County Council Monitoring Contribution	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;

Deed	means this Deed;
Default Interest Rate	means four per cent (4%) per annum above the Base Rate of the Bank of England and **Interest** shall be construed accordingly;
Development	means the development of the Land for the erection of up to 150 dwellings, a care home up to 70 beds, and community facility, and associated infrastructure including new access points off of Wychwood with associated spine road and car and cycle parking, together with provision of open space, play facilities, utilities infrastructure, surface water drainage features, and associated works on the Land as set out in the Application and authorised by the Planning Permission;
Discount Market Price	means a sum which is the Market Value discounted by at least thirty per cent (30%);
Disposal	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 "**Disposed**" and "**Disposing**" shall be construed accordingly;
District Council Contributions	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;

District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28th March 2018;
Dwelling	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;
Education Contribution	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 sixth form education services that would be generated by the Development;
Eligibility Criteria (National)	means criteria which are met in respect of a disposal of a First Home if: (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 (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).
Eligibility Criteria (Local)	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: (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 (b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member;

Enhanced Bus Service	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;

Financial Contribution Trigger means a trigger contained within this Deed applicable to the County Council and District Council Contributions;

First Disposal means the initial Disposal by the owner of a First Home to an owner/occupier or the District Council as applicable;

First Homes 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 **First Homes** shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity 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;

First Homes Owner 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;

First Time Buyer 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 Two Hundred and Twenty Seven Thousand and Fifty Two Pounds (£227, 052) 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 ;

Unit Size	**Market Housing Unit**	**Affordable Housing Unit**
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:

Amount Payable = Relevant Amount x (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:

$A = B \times \frac{C}{D}$ where C/D 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 North 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 One Hundred and Sixty Two Thousand Five Hundred and Seventeen Pounds and Eighty Eight Pence (£162,517.88) 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;

Unit Size	Market Housing Unit	Affordable Housing Unit
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	means the criteria included in the Nomination Agreement;

Rented Units or Affordable Rented Units)

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 Eighty Seven Thousand One Hundred and Fifty One Pounds (£387,151) 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 on the 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 resale 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	50m2	58m2	
2	4	70m2	79m2	
3	5		93m2	99m2
3	6		102m2	108m2
4	6		106m2	112m2

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;

Personal Care means the provision of care to each Primary Resident in the form of any of the following services to be delivered by the Owner or the care agency (or a combination of both the Owner and the care agency), provided that the said services are needed only by reason of the old age or disablement of the Primary Resident who is found to be in need of such care through the health assessment, including but not limited to:

(a) assistance with personal hygiene; including washing, shaving, toileting;

(b) assistance with dressing and undressing;

(c) assistance with getting in or out of bed;

(d) assistance with the planning and preparation of meals in order to support residents with cognitive impairment, impaired sight, and/or specific dietary requirements due to medical needs;

(e) assistance with feeding and drinking;

(f) assistance with the management and taking of prescribed medication;

(g) assistance with technology to facilitate internet shopping for home delivery and payment of bills, for residents with impaired mobility and/or impaired sight, and/or cognitive impairment;

(h) assistance to residents with impaired sight or cognitive impairment with organising GP/hospital/consultancy visits for medical appointments including where appropriate accompanying such residents to such visits and the provision of emotional and psychological support and physical care following any hospital discharge;

(i) assistance to residents with impaired mobility or impaired sight or cognitive impairment; to enable them to access all facilities within the Development; and

(j) assistance with general household chores including assistance with cleaning and laundry for residents with impaired mobility or impaired sight or cognitive ability;

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;

Plan means the plan annexed to this Deed at APPENDIX 3;

Planning Permission means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at APPENDIX 1;

Play Areas 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;

Play Areas Detailed Specification and Management Plan 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;

Plot 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;

Post-Development Biodiversity Value	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;
Pre-Development Biodiversity Value	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;
Practical Completion	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 the contribution is made;

Primary Resident means a person who is in need of and receives at least two (2) hours of Personal Care a week and who in the case of old age is aged 55 or older on the date of take up of residence;

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;
Rentcharge	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 **Rentcharges** shall be construed accordingly;
Responsible Officer for Housing	means the District Council's Assistant Chief Executive or such person as the District Council may nominate in her place from time to time;
Reserved Matters Application (s)	means an application(s) under the Act for approval of reserved matters reserved under the Planning Permission for subsequent approval;

Reserved Matters Approval(s)	means the approval(s) of reserved matters reserved under the Planning Permission and pursuant to which Development is Commenced;
Retained Equity	means the proportion of the market value in a Shared Ownership Unit represented by such share or unsold equity;
RoSPA	means the Royal Society for the Prevention of Accidents and its successors from time to time;
RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;
SAMM	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;
SDLT	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
Secondary Education Contribution	means the financial contribution subject to adjustment calculated in accordance with the provision of paragraph 2.1 of the FIFTH SCHEDULE 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 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 the contribution is made;

Secretary of State	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;
Self and Custom Build Housebuilding	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 "**Self and Custom Build Housing**" shall be construed as housing built as Self and Custom Build Housebuilding
Serviceable Condition	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 or a roadway constructed to adoptable standards connected to the public highway;
Shared Ownership Unit	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 25th July 2018;
Sussex Police Contribution	means the sum of Fifteen Thousand Five Hundred and Sixty Three Pounds and Sixty Four Pence (£15,563.64) payable in accordance with paragraph 7 of the FIRST SCHEDULE of this Deed 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 upon the framework travel plan reference MS/SG/ITB9155-056F, 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 of the Travel Plan over the lifetime of the Development;
Valuer	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;
Wheelchair Accessible Unit	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;
Working Day	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.

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 4.2 *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 SCHEDULEError! Reference source not found..

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 0, 4.2 and 0 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 0 of Part One of the SECOND SCHEDULE and the First Homes obligations restricting Occupation 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 of 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 or 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.

9 **Care Home Units**

9.1. The Owner covenants with the District Council as follows

(a) A Care Home Unit shall not be occupied other than by a Primary Resident and a spouse or partner of such a person irrespective of age of such a person or partner and/or whether the spouse or partner are in need of care by reason of old age disability impaired mobility or medical needs

(b) For the life of the Development the Care Home Units shall not be used or occupied other than for a use falling within use class C2 of the TCPA Use Classes order

(c) The Care Home Units shall not be used or occupied as self-contained units in a dwelling house

8.2 Not to Occupy the Care Home Units until the Owner has provided the District Council with details of the proposed occupation agreement to be used in connection with the Care Home Units and the occupation agreement has been approved by the District Council.

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 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 on the Development) the Shared Ownership Units pursuant to paragraph 0 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 on 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 on 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 on 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 on 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 0 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 on 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 0 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 and (where provided on 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 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

%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)	DWELLING TYPES	TENURE OF DWELLINGS(Social Rented/Affordable Rented/First Homes)	PLOT NUMBERS
16%	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
4%	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 **AND** 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 Council within three (3) months of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the 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 Practical Completion (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 Compliance (Open Space).C

1.10 Following issue of the Certificate of Compliance (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

1.11.1 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 Certificate of Practical Completion (Open Space and/or Play Areas) has been issued to the District Council.

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.

2.6. 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 upon the framework travel plan reference MS/SG/ITB9155-056F dated 11th 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 or Care Home Unit 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 or Care Home Unit 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 or Care Home Unit 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 Contribution

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 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, and £36,002for Further Secondary(Sixth Form), 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 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 x AP = 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 Car Club

4.1 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:

4.2 use reasonable endeavours to enter into a contract with a Car Club operator to provide one Car Club vehicle on the Site within two months of first Occupation of any Dwelling (unless otherwise agreed in writing with the County Council) and to provide a copy to the County Council of any such contract that has been entered into with a Car Club Operator;

4.3 offer Car Club Membership to the first household to Occupy each Dwelling;

4.4 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 4.2 within this Schedule have been complied with (insofar as they can be complied with at the date of Occupation); and

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

SIXTH SCHEDULE

COVENANTS BY THE DISTRICT COUNCIL

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 on (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 the 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 Formal Sport Contribution and/or the Local Community Infrastructure 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 Formal Sport Contribution and/or the Local Community Infrastructure 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

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. Expenditure

3.1. 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 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.

3.2. If at the date referred to in paragraph 3.1 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 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 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 3.1 hereof.

APPENDIX 1

DRAFT PLANNING PERMISSION

MID SUSSEX DISTRICT COUNCIL

Oaklands
Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

Switchboard 01444 458166

DX 300320 Haywards Heath 1
www.midsussex.gov.uk

Wates Developments Limted
c/o Ms Judith Ashton
Judith Ashton Associates
Maytham Farmhouse
Maytham Road
Rolvenden Layne
Cranbrook
Kent
TN17 4QA

CONTACT: Steven King
PHONE: 01444 477556
E-MAIL: steven.king@midsussex.gov.uk
REF: DM/25/0016
DATE: 28th August 2025

Dear Sir/Madam

Land West Of Turners Hill Road And North Of Huntsland Turners Hill Road Crawley Down West Sussex
Outline planning application (appearance, landscaping, layout and scale reserved) for the erection of up to 150 dwellings, a care home (Use Class C2) up to 70 beds, and community facility, and associated infrastructure including new access points off of Wychwood with associated spine road and car and cycle parking, together with provision of open space, play facilities, utilities infrastructure, surface water drainage features, and associated works. 'Additional information received on 27/03/25 regarding Transport, Flood Risk, Landscapes, Heritage and an updated access and movement parameter plan, illustrative masterplan.' 'Additional ecology information received 03/04/2025 and change to description regarding the care home'.

I advise that your application DM/25/0016 was **Granted Permission** on **28th August 2025.**

I enclose a copy of the Decision Notice in relation to the above application. If you are acting as an Agent please ensure that a copy is given to the applicant. **Please read the notes accompanying this decision notice carefully.**

Please also be advised that this permission does not constitute an approval under Building Regulations. Before you proceed with your proposal you should ensure that a Building Control application is not required, or has been submitted.

Yours faithfully

[redacted]

Ann Biggs
Assistant Director Planning and Sustainable Economy

MID SUSSEX
DISTRICT COUNCIL

Oaklands
Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

Switchboard 01444 458166

DX 300320 Haywards Heath 1
www.midsussex.gov.uk

Wates Developments Limted
Ms Judith Ashton
Judith Ashton Associates
Maytham Farmhouse
Maytham Road
Rolvenden Layne
Cranbrook
Kent
TN17 4QA

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE ENGLAND) ORDER 2015

PERMISSION

REFERENCE: **DM/25/0016**

DESCRIPTION: **OUTLINE PLANNING APPLICATION (APPEARANCE, LANDSCAPING, LAYOUT AND SCALE RESERVED) FOR THE ERECTION OF UP TO 150 DWELLINGS, A CARE HOME (USE CLASS C2) UP TO 70 BEDS, AND COMMUNITY FACILITY, AND ASSOCIATED INFRASTRUCTURE INCLUDING NEW ACCESS POINTS OFF OF WYCHWOOD WITH ASSOCIATED SPINE ROAD AND CAR AND CYCLE PARKING, TOGETHER WITH PROVISION OF OPEN SPACE, PLAY FACILITIES, UTILITIES INFRASTRUCTURE, SURFACE WATER DRAINAGE FEATURES, AND ASSOCIATED WORKS. 'ADDITIONAL INFORMATION RECEIVED ON 27/03/25 REGARDING TRANSPORT, FLOOD RISK, LANDSCAPES, HERITAGE AND AN UPDATED ACCESS AND MOVEMENT PARAMETER PLAN, ILLUSTRATIVE MASTERPLAN.' 'ADDITIONAL ECOLOGY INFORMATION RECEIVED 03/04/2025 AND CHANGE TO DESCRIPTION REGARDING THE CARE HOME'.**

LOCATION: **LAND WEST OF TURNERS HILL ROAD AND NORTH OF HUNTSLAND, TURNERS HILL ROAD, CRAWLEY DOWN, WEST SUSSEX**

DECISION DATE: **28 AUG 2025**

CASE OFFICER: **STEVEN KING - STEVEN.KING@MIDSUSSEX.GOV.UK**

The Council hereby notify you that they **GRANT** planning permission for the above development to be carried out in accordance with the submitted application and plans and subject to compliance with the following conditions:-

Conditions

1. Approval of the details of the appearance, layout, scale and landscaping of the site (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority, prior to the commencement of development on site.
Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of two years from the date of this permission.

The development hereby permitted must be begun either not later than the expiration of eighteen months from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

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

2. No development shall take place until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the local planning authority, in line with the 'Ecological Appraisal (North of Huntsland) (Aspect Ecology, January 2025) and Confidential Appendix: Badger Survey Results and Assessment (Aspect Ecology, December 2024) further 'Consideration of Planning Consultation Response from Place Services (dated 24th March 2025)' (Aspect Ecology, April 2025).

The CEMP (Biodiversity) shall include the following.

a) Risk assessment of potentially damaging construction activities.
b) Identification of "biodiversity protection zones".
c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
d) The location and timing of sensitive works to avoid harm to biodiversity features.
e) The times during construction when specialist ecologists need to be present on site to oversee works.
f) Responsible persons and lines of communication.
g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person. h)
h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority"

Reason: To comply with policy DP38 of the Mid Sussex District Plan 2014-2031 and to conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

3. The development hereby permitted shall be carried out in accordance with the plans listed below under the heading "Plans Referred to in Consideration of this Application".

Reason: For the avoidance of doubt and in the interest of proper planning.

4. Prior to or in conjunction with the submission of the first Reserved Matters application for the development hereby permitted, details of a scheme for the disposing of surface water by a means of sustainable drainage system shall be submitted to and approved in writing by the Local Planning Authority in accordance with the approved drainage strategy and discharge rates as contained within the approved Flood Risk Assessment, Drainage Strategy and both addendums. The scheme shall be implemented in full in accordance with the approved details prior to first use of the development. The submitted details shall:

o Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharge from the site via a proposed Sustainable Drainage System and the measures taken to prevent pollution of the receiving surface waters.
o Provide detailed drainage design drawings and calculations to include: a finalised drainage layout detailing the location of drainage elements, pipe diameters, levels, and long and cross sections of each element including details of any flow restrictions and maintenance/risk reducing features (silt traps, inspection chambers etc.)
o Demonstrates that the proposed surface water drainage system does not surcharge in the 1 in 1 critical storm duration, flood in the 1 in 30 plus climate change critical storm duration or the 1 in 100 plus climate change allowance critical storm duration
o Demonstrates that any flooding that occurs when taking into account climate change for the 1 in 100 plus climate change allowance critical storm event in accordance with NPPF does not leave the site uncontrolled via overland flow routes or occur in any vulnerable areas of development (e.g. pumping station or electricity station)

Reason: To ensure the flood risk is adequately addressed and not increased in accordance with NPPF, Policy DP41 Mid Sussex District Plan 2014-2031 and Policy CDNP06 of the Neighbourhood Plan.

5. Construction shall not begin until a detailed construction phase surface water management plan for the site has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be carried out in accordance with the approved details.

Reason: To ensure that the construction of the site does not result in any flooding both on and off site and that all Surface Water Drainage features are adequately protected in accordance with NPPF, Policy DP41 Mid Sussex District Plan 2014-2031 and Policy CDNP06 of the Neighbourhood Plan.

6. No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority (who shall consult with National Highways). Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

o a timetable for the commencement, construction, occupation and completion of the development
o the anticipated number, frequency and types of vehicles used during construction,
o the method of access and routing of vehicles during construction,
o the siting and layout of site compounds and welfare facilities for construction workers
o the parking of vehicles by site operatives and visitors,
o the loading and unloading of plant, materials and waste,
o the storage of plant and materials used in construction of the development,
o the erection and maintenance of security hoarding,
o the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
o details of public engagement both prior to and during construction works.
o details of measures to control noise or vibration affecting nearby residents
o artificial illumination; dust control measures in accordance with best practice.
o measures to deal with surface water run-off from the site during construction
o contact details of site operations manager, contracts manager, and any other relevant personnel.

The construction works shall thereafter be carried out at all times in accordance with the approved Construction Environmental Management Plan, unless any variations are otherwise first submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and the amenities of the area, to ensure that the M23 Trunk Road continues to be an effective part of the national system of routes for through traffic in accordance with section 10 of the Highways Act 1980 and to satisfy the reasonable requirements of road safety and paragraph 116 of the National Planning Policy Framework (2024) and to accord with Policies DP21 and DP26 of the Mid Sussex District Plan 2014 - 2031.

7. No development shall take place within fields 1 and 2 as shown on the illustrative masterplan until details of the works to provide a hard surfaced footway in place of the current grassed footway at Wychwood Place have been submitted to and approved in writing by the Local Planning Authority, broadly in line with drawing ITB9155-GA-105A. The approved works shall be implemented in full, and the hard surfaced footway be available for use before any development takes place within fields 1 and 2 as shown on the illustrative masterplan.

Reason: To ensure safe and suitable access is provided for the existing and proposed dwellings and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

8. No development shall take place until full details of soft and water landscaping works have been submitted to and approved in writing by the Local Planning Authority. These details shall include:

-The species, number and spacing of trees and shrubs
-Details of any water features/wetlands

No subsequent alterations to the approved landscaping scheme are to take place unless submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To avoid endangering the safe movement of aircraft and the operation of London Gatwick through the attraction of birds and an increase in bird hazard risk of the application site.

9. Development shall not commence until details of the Sustainable Urban Drainage Schemes (SUDS) have been submitted to and approved in writing by the Local Planning Authority. The submitted Plan shall include details of:

- o Attenuation times of SUDS features & wetlands
- o Profiles & dimensions of water bodies
- o Details of marginal planting
- o On going maintenance to ensure drain down times and maintained

No subsequent alterations to the approved SUDS scheme are to take place unless first submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To avoid endangering the safe movement of aircraft and the operation of London Gatwick through the attraction of birds and an increase in the bird hazard risk of the application site.

10. (i) No development or preliminary groundworks of any kind shall take place until a programme of archaeological investigation has been secured in accordance with a Written Scheme of Investigation (WSI) which has been submitted by the applicant, for approval by the Local Planning Authority.

(ii) No development or preliminary groundworks of any kind shall take place until the completion of the programme of archaeological evaluation identified in the WSI defined in Part 1 and confirmed by the archaeological advisors to the Local Planning Authority.

(iii) No development or preliminary groundworks of any kind shall take place until the submission of a mitigation WSI detailing the excavation/ preservation strategy for approval by the Local Planning Authority.

(iv) No development or preliminary groundworks can commence on those areas containing archaeological deposits until the satisfactory completion of fieldwork, as detailed in the mitigation WSI, and approved by the Archaeological Advisors to the Local Planning Authority.

(v) The applicant will submit a Post Excavation Assessment and/or Updated Project Design for approval by the Local Planning Authority. This shall be done within 6 months of the date of completion of the archaeological fieldwork unless otherwise agreed in advance in writing by the Local Planning Authority. This will result in the completion of post excavation analysis, preparation of a full site archive and report ready for deposition at the local museum, and submission of a publication report.

Reason: The site is potentially of archaeological interest and to accord with Policy DP34 of the Mid Sussex District Plan 2014 - 2031.

11. No development shall take place unless and until details of the existing and proposed site levels have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: For the avoidance of doubt and to ensure that the development does not prejudice the appearance of the locality and to accord with Policy DP26 of the District Plan 2014 - 2031.

12. Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

a) A site investigation, based on the desk study contaminated land report, by Geo-Environmental, ref: GE21953/DSR/DEC23, and dated the 1st of December 2023, to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;

and, unless otherwise agreed in writing by the LPA,

b) Based on the site investigation results and the detailed risk assessment (a) an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to comply with paragraph 196 of the NPPF.

13. Prior to the commencement of the development details showing the proposed location of the required fire hydrants shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service. These approvals shall not be unreasonably withheld or delayed.

Reason: In the interests of amenity and in accordance with policy DP20 of the Mid Sussex District Plan 2014 - 2031 and in accordance with The Fire & Rescue Service Act 2004.

14. Prior to site clearance, a Method Statement outlining measures to prevent and control the spread of Japanese Knotweed during any operations shall have been submitted to, and approved in writing by, the local planning authority. Development shall proceed only in accordance with the approved details.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptor and to comply with paragraph 196 of the NPPF.

15. No development above slab level shall be carried out unless and until samples/a schedule of materials and finishes to be used for external walls, roofs and fenestration of the proposed building(s) have been submitted to and approved by the Local Planning Authority. The works shall be carried out in accordance with the approved details unless otherwise agreed with the Local Planning Authority in writing.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

16. No development above slab level shall be carried out unless and until the details of a scheme of mitigation measures to improve air quality relating to the development shall be submitted and approved in writing by the Local Planning Authority. The scheme shall be in accordance with, and to a value derived in accordance with, the Air quality and emissions mitigation guidance for Sussex which is current at the time of the reserved matters application. The calculated figure of £26,320 submitted in the RSK Air Quality Assessment (Report No: 446051-01(00)) is accepted and agreed. All works which form part of the approved scheme shall be completed before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details.

Informative - In order to ensure approval, we strongly recommend that the above scheme is agreed in advance with the Council's Air Quality Officer.

Reason: to preserve the amenity of local residents regarding air quality and emissions and to accord with Policy SA38 of the Site Allocations DPD.

17. Prior to any works above slab level, a Biodiversity Enhancement Strategy for protected, Priority and threatened species, prepared by a suitably qualified ecologist, shall be submitted to and approved in writing by the local planning authority.
The content of the Biodiversity Enhancement Strategy shall include the following:

a) Purpose and conservation objectives for the proposed enhancement measures;
b) detailed designs or product descriptions to achieve stated objectives;
c) locations of proposed enhancement measures by appropriate maps and plans (where relevant);
d) persons responsible for implementing the enhancement measures; and
e) details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details shall be retained in that manner thereafter."

Reason: To comply with policy DP38 of the Mid Sussex District Plan 2014-2031 and to enhance protected, Priority and threatened species and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended).

Pre Occupation

18. Prior to occupation, a "lighting design strategy for biodiversity" in accordance with Guidance Note 08/23 (Institute of Lighting Professionals) shall be submitted to and approved in writing by the local planning authority. The strategy shall:

a) identify those areas/features on site that are particularly sensitive bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
b) show how and where external lighting will be installed (through provision of appropriate lighting contour plans and technical specifications) so that it can be

clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority."

Reason: To comply with policy DP38 of the Mid Sussex District Plan 2014-2031 and to allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

19. The development hereby approved shall not be first occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

I. a timetable for its implementation,
II. details of SuDS features and connecting drainage structures and maintenance requirement for each aspect,
III. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF and Policy DP41 Mid Sussex District Plan 2014-2031 and Policy CDNP06 of the Neighbourhood Plan.

Upon completion of the surface water drainage system, including any SuDS features, and prior to the first occupation of the development, a detailed verification report, with evidence demonstrating the approved construction details and specifications have been implemented in accordance with the surface water drainage scheme, has been submitted to and approved (in writing) by the Local Planning Authority. The verification report shall include photographs of excavations and soil profiles/horizons, any installation of any surface water structure/s and flow control mechanism.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF, Policy DP41 Mid Sussex District Plan 2014-2031 and Policy CDNP06 of the Neighbourhood Plan.

20. All development shall be constructed in accordance with the submitted and approved Flood Risk Assessment, this includes all new residential dwellings to have a finished floor level raised a minimum of 150 mm above the surrounding proposed ground level unless otherwise first approved in writing by the Local Planning Authority.

Reason: To ensure the flood risk is adequately addressed and not increased in accordance with NPPF, Policy DP41 Mid Sussex District Plan 2014-2031 and Policy CDNP06 of the Neighbourhood Plan.

21. The development shall not be occupied until confirmation has been provided that either:-

1. All foul water network upgrades required to accommodate the additional flows from the development have been completed; or-

2. A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason - To comply with policy DP41 of the Mid Sussex District Plan 2014-2031. Network reinforcement works are likely to be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents.

22. Prior to the first occupation of any dwelling or unit forming part of the proposed development that they will at their own expense install the required fire hydrants (or in a phased programme if a large development) in the approved location to BS 750 standards or stored water supply and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of firefighting.

The fire hydrant shall thereafter be maintained as part of the development by the water undertaker at the expense of the Fire and Rescue Service if adopted as part of the public mains supply (Fire Services Act 2004) or by the owner / occupier if the installation is retained as a private network.

Reason: In the interests of amenity and in accordance with policy DP20 of the Mid Sussex District Plan 2014 - 2031 and in accordance with The Fire & Rescue Service Act 2004.

23. The development hereby permitted shall not be occupied/brought into use until there has been submitted to and approved in writing by the Local Planning Authority a verification plan by a competent person showing that the remediation scheme required and approved has been implemented fully and in accordance with the approved details (unless varied with the written agreement of the LPA in advance of implementation). Any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action shall be identified within the report, and thereafter maintained.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to comply with paragraph 196 of the NPPF.

24. No dwellings shall be occupied until details of the play area(s) have been submitted to and approved by the Local Planning Authority. The details shall include the layout, drainage, equipment, landscaping and fencing of the areas, a timetable for

implementation and arrangements for future management. Development shall be carried out in accordance with the approved details and the approved play area(s) shall thereafter be permanently retained as such.

Reason: To ensure satisfactory provision of equipment and to ensure that play areas are provided and retained within the development for use by the general public and to accord with Policy DP24 of the Mid Sussex District Plan 2014 - 2031.

25. Prior to the occupation of any dwelling or building subject of this permission, details of proposed screen walls/fences shall be submitted to and approved by the Local Planning Authority and no dwellings shall be occupied until such screen walls/fences associated with them have been erected.

Reason: In order to protect the appearance of the area and to accord with and Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

26. No dwelling or any part of the care home shall be first occupied until the site access works have been completed in accordance with the details shown on the drawing titled 'Proposed Access Road Extension' and numbered ITB9155-GA-048 revision C.

Reason: To provide safe and suitable access into the proposed development and to accord with and Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

27. No dwelling or any part of the care home shall be first occupied until the highway improvements comprising of works to the existing north and south bound bus stops on the B2028 to the north of Wychwood Place as shown on drawing ITB9155-GA-103 A or as may otherwise be agreed by the Local Planning Authority.

Reason: To comply with policy DP21 of the Mid Sussex District Plan 2014 2031 and to provide safe and suitable access into the proposed development.

28. No renewable energy scheme shall be installed until full details have been submitted to and approved in writing by the Local Planning Authority.

No subsequent alterations to the approved renewable energy scheme are to take place unless submitted to and approved in writing by the Local Planning Authority. The schemes shall be implemented as approved.

Reason: To ensure the development does not endanger the safe movement of aircraft or the operation of London Gatwick through interference with communication, navigation and surveillance equipment or glint and glare issues.

29. A minimum of 20 percent of the dwellings shall be built to meet national standards for accessibility and adaptability (Category 2 Approved Document M Requirement M4(2)) of the Building Regulations). These shall be identified in any subsequent reserved matters submissions and be fully implemented prior to completion of the development and thereafter be so maintained and retained. No dwelling shall be occupied until a verification report confirming compliance with category M4(2) has been submitted to and agreed with the Local Planning Authority, unless an exception is otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the development provides a range of house types to meet accessibility and adaptability needs to comply with Policy DP28 of the Mid Sussex District Plan.

30. No more than 50 dwellings of the development hereby permitted shall be occupied until the improvement scheme for M23 Junction 10, as shown in accordance with drawing ref: 24205/13/001 Rev C or a similar scheme that will achieve the same improvement agreed with the local planning authority in consultation with the highway authority for the M23, is completed and open to traffic.

Reason: To comply with policy DP21 of the Mid Sussex District Plan and to mitigate any severe or unacceptable impact from the development on the M23 in accordance with paragraph 116 of the National Planning Policy Framework (December 2024) and paragraph 40 of DfT Circular 01/2022.

Construction stage

31. If during construction, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing by the LPA), shall be carried out until a method statement identifying, assessing the risk and proposing remediation measures, together with a programme, shall be submitted to and approved in writing by the LPA. The remediation measures shall be carried out as approved and in accordance with the approved programme. If no unexpected contamination is encountered during development works, on completion of works and prior to occupation a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation of the plots where the contamination was encountered, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the LPA.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to comply with paragraph 196 of the NPPF.

32. Unless otherwise agreed in writing with the LPA, no construction plant or machinery shall be used and no commercial goods or commercial waste shall be loaded, unloaded, stored or otherwise handled and no vehicles shall arrive or depart, within the application site outside the hours of 08:00 - 18:00 Hours Monday - Friday, 09:00 - 13:00 Hours Saturday, and no work permitted on Sundays or Bank/Public Holidays.

Reason: In the interests of highway safety and the amenities of the area and to accord with policies DP21 and DP26 of Mid Sussex District Plan 2014 - 2031.

33. Works of construction or demolition, including the use of plant and machinery, necessary for implementation of this consent shall be limited to the following times:

Monday - Friday: 08:00 - 18:00 Hours
Saturday: 09:00 - 13:00 Hours
Sundays and Bank/Public Holidays: No work permitted

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

34. All construction works take place in accordance with the General Wildlife Safeguards as set out in chapter 6 of the applicants Ecological Appraisal.

Reason: To ensure the protection wildlife during construction works and to comply with policy DP38 of the Mid Sussex District Plan 2014-2031.

Operational Phase

35. The rating level of the noise emitted from fixed plant and equipment (mechanical and electrical) located at the care home shall not exceed the existing background level at any premises used for residential purposes surrounding the site when assessed in accordance with BS 4142:2014+A1(2019).

Reason: To comply with policy DP29 of the Mid Sussex District Plan 2014-2031 and to ensure that the amenities of occupiers of other premises in the vicinity are protected.

36. No commercial goods or commercial waste shall relating to the care home shall be loaded or unloaded, outside the hours of 07:00 - 20:00 Hours Monday - Friday, 09:00 - 17:00 Hours Saturday, and no work permitted on Sundays or Bank/Public Holidays.

Reason: To comply with policy DP29 of the Mid Sussex District Plan 2014-2031 and to ensure that the amenities of occupiers of other premises in the vicinity are protected.

Self build

37. The development hereby permitted for the self / custom build element shall not commence unless and until details of the proposed foul and surface water drainage and means of disposal have been submitted to and approved in writing by the Local Planning authority for each plot. Foul and surface water drainage shall be in line with the sitewide drainage design's volume and discharge rate allowances and utilise the connection point identified. The buildings shall not be occupied until all the approved drainage works have been carried out in accordance with the agreed details.

Reason: To ensure that the proposal is satisfactorily drained and to accord with the NPPF requirements, and Policy DP41 of the Mid Sussex District Plan 2014 - 2031.

38. No reserved matters shall be submitted in respect of the self / custom build dwellings unless and until a design code and plot passport in relation to the self / custom build plots detailing the parameters of future development for each plot has been submitted to and approved by the Local Planning Authority. These documents shall include (but not be limited to) the following information: a) Palette of materials for external appearance of dwelling including windows b) Parameters on height and positioning on the plot c) Details on boundary treatment d) Information on performance and sustainability requirements. Each plot should follow the design code and plot passport in the submission of any reserved matters application.

Reason: In the interests of visual amenity and of the environment of the development and to accord with Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

39. In all aspects the reserved matter submissions shall be broadly in conformity with submitted parameters plan drawings (drawing nos 009-01 C, 009-02 B, 009-03 A, 009-04 C, 009-05 C).

Reason: In the interest of appearance, character and amenity of the area to accord with policy DP26 of the District Plan.

40. Prior to or concurrently with the submission of the first of the reserved matters application for residential development, an Allotments Proposal shall be submitted to the Local Planning Authority. The Proposal shall detail the need for the site to deliver allotments in the areas identified in the illustrative masterplan. Where a need is identified the Proposal shall further set out details of the proposed programme for the delivery of the area for the allotments, together with proposals for future management of the allotment area. Where a need is not identified proposals for incorporation of the allotments into the wider countryside open space shall be submitted to the Local Planning Authority.

No development apart from enabling works agreed in writing by the Local Planning Authority shall commence until such time as the Allotments Proposal has been approved in writing by the Local Planning Authority.

Reason: To ensure that the issue of allotment provision is considered and in the interest of appearance, character and amenity of the area to accord with policy DP26 of the District Plan.

41. No dwelling or any part of the care home shall be first occupied until the footway extension and improvement works shown on plan number ITB9155 GA 104 have been implemented in full and the footway is available for use.

Reason: To ensure safe and satisfactory access is provided for existing and proposed dwellings and to accord with policy DP21 in the Mid Sussex District Plan 2014-2031.

Biodiversity Net Gain

1. This permission is considered to be one which **will require the approval of a biodiversity gain plan before development is begun** (which includes demolition) because none of the statutory exemptions or transitional arrangements are considered to apply.

   Please see the information contained within the notes to applicants/agents set out below.

Informatives

1. Self-build plots must be clearly identified on drainage plans, allocated a discharge rate and volume allowance within the wider scheme, and provided with an appropriate connection point to the wider system

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

3. As part of the Building Regulations 2004, adequate access for firefighting vehicles and equipment from the public highway must be available and may requireadditional

works on or off site, particularly in very large developments. (BS5588 Part B 5) for further information please contact the Fire and Rescue Service.

4. You are advised that this planning permission requires compliance with a planning condition(s) before development commences. You are therefore advised to contact the case officer as soon as possible, or you can obtain further information from: https://www.gov.uk/guidance/use-of-planning-conditions#discharging-and-modifying-conditions (Fee of £116 will be payable per request). If you carry out works prior to a pre-development condition being discharged then a lawful start will not have been made and you will be liable to enforcement action.

5. The proposed development will require formal address allocation. You are advised to contact the Council's Street Naming and Numbering Officer before work starts on site. Details of fees and developers advice can be found at www.midsussex.gov.uk/streetnaming or by phone on 01444 477175.

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

7. You are advised to read the Thames Water guide regarding working near or diverting Thames Water pipes.

8. Erection of flow control structures or any culverting of an ordinary watercourse requires consent from the appropriate authority, which in this instance is West Sussex County Council. It is advised to discuss proposals for any works at an early stage of proposals. Further details can be found: Ordinary watercourse land drainage consent - West Sussex County Council

9. The applicant is advised to enter into a Section 59 Agreement under the 1980 Highways Act, to cover the increase in extraordinary traffic that would result from construction vehicles and to enable the recovery of costs of any potential damage that may result to the public highway as a direct consequence of the construction traffic. The Applicant is advised to contact the Highway Officer (01243 642105) in order to commence this process

10. When submitting the details of the Construction Management Plan to discharge condition 6, you are asked to investigate the possibility of obtaining construction access via Hurst Farm.

Human Rights Implications
The planning application has been considered in light of statute and case law and any interference with an individual's human rights is considered to be proportionate to the aims sought to be realised.

Plans Referred to in Consideration of this Application
The following plans and documents were considered when making the above decision:

Plan Type	Reference	Version	Submitted Date

Highways Plans	ITB9155-GA-103	A	16.06.2025
Highways Plans	ITB9155-GA-104		16.06.2025
Highways Plans	ITB9155-GA-105	A	16.06.2025
Drainage Details	RAM-HDG-XX-DR-C-000001	PO2	02.05.2025
Other	012		27.03.2025
Other	SK001-03	V2	27.03.2025
Other	009-5	C	23.01.2025
Other	009-01	C	23.01.2025
Other	009-02	B	23.01.2025
Other	009-03	A	23.01.2025
Other	009-04	C	27.03.2025
Location Plan	CD-LCN-B-01	-	23.01.2025
Other	SK001	V17	27.03.2025
Other	SK001-02	V16	27.03.2025
Access Plan	ITB9155-GA-048	C	23.01.2025

[redacted]

Ann Biggs
Assistant Director Planning and Sustainable Economy

PEFULZ

APPEALS TO THE SECRETARY OF STATE

Notes for Applicants

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

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice;

However, if

(i) this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice; or

(ii) an enforcement notice is subsequently served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within:

- 28 days of the date of service of the enforcement notice, or
- within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

Appeals can be made online at: https://www.gov.uk/planning-inspectorate.
If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

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

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

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.uk.

Biodiversity Net Gain

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:

(a) a Biodiversity Gain Plan has been submitted to the planning authority, and
(b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be Mid Sussex District Council.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply.

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition that apply in this instance

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the replaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

The effect of section 73D of the Town and Country Planning Act 1990

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 (application to develop land without compliance with conditions previously attached) and a Biodiversity Gain Plan was approved in relation to the previous planning permission ("the earlier Biodiversity Gain Plan") there are circumstances when the earlier Biodiversity Gain Plan is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

i) do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and

ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.

The effect of Paragraph 19 of Schedule 7A to the Town and Country Planning Act 1990

If the permission which has been granted has the effect of requiring or permitting the development to proceed in phases, the modifications in respect of the biodiversity gain

condition which are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024 apply.

In summary: Biodiversity gain plans are required to be submitted to, and approved by, the planning authority before development may be begun (the overall plan), and before each phase of development may be begun (phase plans).

Purchase Notices

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

In these circumstances the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase their interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

APPENDIX 2

FORM OF DRAFT NOMINATION AGREEMENT

DATED 202[ ]

[ ] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as [ ]

Tom Clark
Solicitor and Head of Regulatory Services
Mid Sussex District Council
Oaklands
Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

[Ref]

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THIS NOMINATION AGREEMENT is made the day of 202[ ]

BETWEEN

(1) [ ] [a Registered Society/Co-Operative Society/Community Benefit Society] (Registration Number [ ]) under the Co-Operative and Community Benefit Societies Act 2014 whose registered office is at [ ] **("the Registered Provider")**

(2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS **("the District Council")**

1 BACKGROUND

1.1 Words and expressions used in this Agreement are defined in clause 2.

1.2 The Registered Provider [has acquired] **OR** [shall by virtue of an Agreement for Sale acquire] **OR** [by virtue of a transfer/lease dated acquired] the Property and pursuant to the provisions of the Section 106 Agreement the Registered Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units].

AGREED TERMS

2 INTERPRETATIONS

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

Affordable Housing means housing to include Social Rented, Affordable Rented and Shared Ownership provided to specified eligible households whose needs are not met by the market. Affordable housing shall:-

(a) meet the needs of eligible households whom the District Council could reasonably expect to occupy the Affordable Housing Units having regard to its Allocation Scheme 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), if appropriate with the support of benefits, determined with regard to local incomes and local house prices; and

(b) include provision for the home 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 Units means the [ ] ([ ]) units of residential accommodation as detailed in Schedule 1 which are to be constructed on the Property pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with this Agreement and "Affordable Housing Unit" is any part of the Affordable Housing Units capable of separate occupation;

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 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 [in any event and in all cases] the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Affordable Rented" shall be construed accordingly;

Allocation Scheme 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;

[Agreement for Sale means the agreement dated [ ] made between (1) [ ] and (2) the Registered Provider];

Capital Funding Guide means the rules and procedures published by Homes England on 4th November 2016 (as amended) or any successor documents issued by Homes England;

Chargee means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver;

Choice Based Letting Scheme means a process through which the District Council may allocate the Affordable Housing Units in accordance with its adopted Allocation Scheme and which incorporates an advertising scheme under the Communities and Local Government Code of Guidance for Local Housing Authorities Allocation of accommodation: Choice Based Lettings or as set out in any subsequent guidance or legislation in relation to the allocation of accommodation which the District Council must or chooses to adopt;

Data Controller has the meaning as set out in the Data Protection Legislation;

Data Protection Legislation has the meaning set out in [clause 25.1];

Data Subject has the meaning as set out in the Data Protection Legislation;

[Deed of Variation means the agreement made pursuant to section 106A of the Town and Country Planning Act 1990 (as amended) dated and made between [(1) Mid Sussex District Council, (2) West Sussex County Council, (3) and (4)];

Help to Buy Agents means the body nominated by Homes England who assume administrative responsibility for all low cost home ownership products in a given area or any successor in function and for the purposes of this Agreement in the south east currently means Abri Group Limited, Collins House, Bishopstoke Road, Eastleigh, Hampshire, SO50 6AD;

Help to Buy: Shared Ownership means the government scheme for low cost home ownership products administered by the Help to Buy Agents and "Help to Buy" shall be construed accordingly;

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;

Initial Let means the first letting of each newly constructed and previously unoccupied Rented Unit;

Initial Sale means the first sale of a newly constructed and previously unoccupied Shared Ownership Unit;

Lease means a shared ownership lease drawn in accordance with the guidelines and requirements of Homes England and substantially in the form of the Model Lease;

Local Connection Criteria means the criteria set out in clause 16;

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 Transfer means a transfer of an existing tenant by the Registered Provider previously agreed by the District Council in writing in circumstances where the District Council is satisfied that the tenant needs or is required to move to a different area due to exceptional circumstances requiring immediate or urgent resolution;

Market Value means the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by a qualified independent valuer and registered with the Royal Institution of Chartered Surveyors and calculated in accordance with the Capital Funding Guide;

Model Lease means the appropriate form of model lease for a shared ownership flat or house published by Homes England (as may be amended from time to time);

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 including any Choice Based Letting Scheme or Help to Buy register;

Nomination Notice means notice given by the District Council to the Registered Provider nominating a Nominee to a relevant Affordable Housing Unit;

Nomination Request means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit (or part thereof) and in the case of a Shared Ownership Unit must include a shortlist of prospective purchasers;

Other Eligible Person means a person selected by the Registered Provider in accordance with this Agreement and who is in need of Affordable Housing and in the case of Shared Ownership who shall meet the eligibility criteria for Help to Buy;

Personal Data has the meaning as set out in the Data Protection Legislation;

Plan means the plan annexed at Schedule 2;

Planning Permission means the planning permission granted by the District Council dated [ ] under reference [ ];

Property means the [freehold] **OR** [leasehold] land known as [ ] being registered at the Land Registry under title number(s) [ ] and shown for the purposes of identification only edged [ ] on the Plan **OR** means the land known as [ ] and shown for the more particularly delineated and edged [ ] on the Plan;

Processing has the meaning as set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

Rentcharge means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit 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 **Rentcharges** shall be construed accordingly;

[Protected Occupier means a person who is occupying an Affordable Housing Unit and is a Nominee or Other Eligible Person who:-

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (in respect of a particular Affordable Housing Unit; or

(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 from the time being in force in respect of a particular Affordable Housing Unit; or

(c) has been granted a Lease by the Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Nominee or Other Eligible Person and the remaining share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person (or his or her assignee) has subsequently purchased from the Registered Provider (or other provider of Affordable Housing) all the remaining shares so that the Nominee or Other Eligible Person (or his or her assignee) owns the entire Affordable Housing Unit];

Rented Units means any Affordable Housing Units which are to be let at Affordable Rent or Social Rent as identified in the Schedule 1 [and coloured in [ ] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement pursuant to a Tenancy and "Rented Unit" is any of the Rented Units;

[Re-Sales means any existing Shared Ownership Unit in respect of which the Registered Provider:-

(a) has received from the existing leaseholder thereof notice of a proposed onward sale or assignment in accordance with the alienation provisions (or equivalent) contained within the Lease of the same; or

(b) is entitled to dispose via the grant of a fresh Lease (whether as a result of a surrender or forfeiture of the previous Lease or otherwise)

and "Re-Sale Shared Ownership Unit" shall be construed accordingly];

Responsible Officer for Housing means the Assistant Chief Executive or such person as the District Council may nominate in her place from time to time.

Section 106 Agreement means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) dated [ ] and made between (1) the District Council (in its capacity as local planning authority) and [ ] (2) relating to the development of the Property pursuant to the Planning Permission or any modification or variation thereof.

Sensitive Lets means Rented Units which:-

(i) are adapted for use or occupation by certain users or occupiers; or

(ii) have been deemed sensitive lets in order to assist in rectifying problems on a development where there are management difficulties or the homes have become difficult to let, in accordance with the Allocation Scheme,

AND agreed to be such by the District Council and the Registered Provider in accordance with clause 6;

[Shared Ownership Units means any Affordable Housing Units as identified in the Schedule 1 [and coloured [ ] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement

pursuant to a Lease and "Shared Ownership Unit" is any of the Shared Ownership Units and "Shared Ownership" shall be construed accordingly];

Social Rent means rented housing for which guideline target rents (including service charges and Rentcharges where applicable) are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England AND [in all cases] the rent levels (including service charges and Rentcharges where applicable) shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Social Rented" shall be construed accordingly;

Tenancy means an assured tenancy or assured shorthold tenancy of a Rented Unit 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 and "Tenancies" shall be construed accordingly;

Tenancy Strategy means the strategy adopted by the District Council from time to time setting out its high level objectives to which providers of Affordable Housing within its area should have regard as required under the Localism Act 2011;

Void Rented Unit means an existing Rented Unit which is vacant as a result of its previous tenant or occupier vacating and "Void" shall be construed accordingly;

Working Day means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday;

2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .

2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

3 NOMINATION RIGHTS

3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as set out in this Agreement.

3.2 The Registered Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

4 RENTED UNITS

4.1 From the date hereof the Registered Provider grants the District Council the right to nominate 100% of the occupiers of the Rented Units upon the terms contained in this clause 4.

Initial Let Rented Units

4.2 In the case of all Initial Let Rented Units :-

4.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Let Rented Unit will be ready for occupation.

4.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Let Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme on the basis of the Local Connection Criteria.

4.2.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.

4.2.4 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 8) offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit subject to the Local Connection Criteria having been met.

4.2.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.

4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.2.4 either:-

(a) does not accept that offer within five (5) Working Days of the offer being made; or

(b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.2.4 to 4.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Void Rented Units

4.3 In the case of all Rented Units which have become Void after the Initial Let or the Registered Provider has reasonable cause to believe they will become Void (to include Sensitive Lets):-

4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.

4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.

4.3.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.

4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.

4.3.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.

4.3.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.3.4 either:-

(a) does not accept that offer within five (5) Working Days of the offer being made; or

(b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.3.4 to 4.3.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

5 [SHARED OWNERSHIP UNITS

5.1 From the date hereof the Registered Provider grants the District Council the right to nominate 100% of the purchasers of the Shared Ownership Units upon the terms contained in this clause 5.

Initial Sale Shared Ownership Units

5.2 In the case of all Initial Sale Shared Ownership Units:-

5.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Sale Shared Ownership Unit will be ready for occupation and within (5) Working Days register the Shared Ownership Units with the Help to Buy Agents for advertisement setting out the requirements of the Lease and simultaneously notify the District Council that this has been done.

5.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Sale Shared Ownership Units becoming available for occupation and such request shall also confirm that each prospective purchaser is aware of the requirements of the Lease.

5.2.3 Within ten (10) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice.

5.2.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Lease of the Initial Sale Shared Ownership Units.

5.2.5 If the District Council or its agents fail to serve a Nomination Notice within ten (10) Working Days of receipt of the Nomination Request the Registered Provider may make its own allocation and shall offer a Lease in respect of the relevant Shared Ownership Units to an Other Eligible Person

5.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 5.2.3 to whom the Registered Provider offers a Lease pursuant to clause 5.2.4 either:-

(a) does not accept that offer within ten (10) Working Days of the offer being made; or

(b) thereafter fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within 10 (ten) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 5.2.4 to 5.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Re-Sale Shared Ownership Units

5.3 In the case of all Re-Sale Shared Ownership Units:

5.3.1 On receipt of a notice from the existing leaseholder enquiring whether the Registered Provider has any nomination to offer pursuant to the terms of the Lease ("a Leaseholder Notice") or a Re-Sale Shared Ownership Unit becoming available for purchase, the Registered Provider must:

(a) within five (5) Working Days register the Shared Ownership Unit with the Help to Buy Agents for advertisement setting out the requirements of the Lease and shall simultaneously notify the District Council that this has been done; and

(b) serve on the District Council a Nomination Request not more than ten (10) Working Days after advertisement pursuant to clause 5.3.1(a) and such request shall also confirm that each prospective purchaser is aware of the requirements of the Lease.

5.3.2 Within five (5) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice

5.3.3 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 8) offer (or procure a reasonable offer is made to) the Nominee identified in the Nomination Notice a Lease of the Re-Sale Shared Ownership Unit

5.3.4 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request, the Registered Provider may make its own allocation and shall offer a Lease in respect of the relevant Shared Ownership Unit to an Other Eligible Person

5.3.5 If a Nominee named in a Nomination Notice served pursuant to clause 5.3.2 to whom the Registered Provider offers a Lease pursuant to clause 5.3.3 either:-

(a) does not accept that offer within ten (10) Working Days of the offer being made; or

(b) thereafter fails to enter into a contract for the grant or assignment of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)

then the Registered Provider (to the extent it is entitled to do so under the Lease) must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within three (3) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 5.3.3 to 5.3.5 (inclusive) shall be repeated until the eight (8) week period has been exhausted.

6 SENSITIVE LETS

6.1 If the Registered Provider at any time reasonably requires a Void Rented Unit to be a Sensitive Let then it shall notify the District Council in writing providing detailed reasons and justification for this requirement.

6.2 Within five (5) Working Days of receipt of written notice pursuant to clause 6.1 the District Council shall (acting reasonably) notify the Registered Provider in writing whether it agrees that the letting of the Void Rented Unit in this instance is a Sensitive Let and whether it will be a Sensitive Let indefinitely or for this letting only PROVIDED THAT the District Council shall have absolute discretion to determine at any stage that the relevant Void Rented Unit should no longer be a Sensitive Let.

6.3 Should the Void Rented Unit be deemed a Sensitive Let in accordance with this clause, the provisions of the Allocation Scheme in relation to Sensitive Lets will be applied.

6.4 Should the District Council fail to respond to the Registered Provider in accordance with clause 6.2 then the Void Rented Unit shall be deemed to be a Sensitive Let.

7 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

7.1 The District Council may consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit for:-

7.1.1 a temporary decant of a Rented Unit after which the tenant occupier will be returning to that Rented Unit;

7.1.2 a Management Transfer

7.2 The District Council shall consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit in the following circumstances:-

7.2.1 a mutual exchange; or

7.2.2 a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy

PROVIDED ALWAYS that any such release under clause 7.1 and 7.2 will not affect the District Council's future nomination rights under clause 4.

8 REJECTION OF NOMINEES

8.1 The Registered Provider may reject a Nomination Notice given by the District Council in respect of an Affordable Housing Unit pursuant to clauses 4 or 5 on the following (and no other) grounds:-

8.1.1 the Affordable Housing Unit does not meet the household's need in terms of size or accessibility;

8.1.2 the Registered Provider considers that the Nominee is not a qualifying person as defined by the Allocation Scheme;

8.1.3 the Nominee is not considered suitable for a Sensitive Let in accordance with clause 6; and

8.1.4 the Registered Provider can refuse a nomination provided the Registered Provider and the District Council are satisfied that the property is unaffordable for the nominated household and the Registered Provider can demonstrate that it is not affordable and all reasonable steps have been taken to accurately check affordability.

8.2 The Registered Provider may in exceptional circumstances reject a Nominee where the Registered Provider (acting reasonably) considers that the Nominee fails the criteria set out in its own internal policies and procedures for letting Rented Units and shall provide the reasons for refusal in writing to the District Council

PROVIDED THAT where such a rejection is made pursuant to clause 8.1 or 8.2 the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with clauses 4 or 5 by way of replacement

9 CHOICE BASED LETTING SCHEME AND HELP TO BUY AGENTS

9.1 In the case of Rented Units the Registered Provider will comply fully at all times with the Choice Based Letting Scheme (where applicable).

9.2 In the case of Shared Ownership Units the Registered Provider will comply fully at all times with the requirements of the Help to Buy Agents or their successors (where applicable).

10 ALLOCATION SCHEME

The Allocation Scheme shall apply to all nominations made by the District Council pursuant to this Agreement and shall take precedence over any other letting or allocation scheme, marketing strategy or other procedure or policy adopted by the Registered Provider.

11 TENANCY TERMS AND LETTINGS POLICY

11.1 In respect of all Tenancies of Rented Units offered or granted to Nominees and Other Eligible Persons pursuant to clause 4 the Registered Provider shall:-

11.1.1 ensure its tenure term and terms are reasonably appropriate to the relevant Nominee or Other Eligible Person; and

11.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

11.2 The Registered Provider shall upon the date of this Agreement provide the District Council with copies of its current:-

11.2.1 tenancy policy;

11.2.2 lettings/allocations policy; and

11.2.3 associated policies and documents adopted or followed by the Registered Provider

and provide to the District Council any revisions of the above from time to time promptly following their issue or adoption.

12 SUPPLY OF INFORMATION AND MONITORING MEETINGS

12.1 The Registered Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to:-

12.1.1 waiting lists, allocation criteria, vacancies, allocations and (where applicable) rent levels and any policy relating to rent in advance payments;

12.1.2 any proposed or actual sales pursuant to any statutory or contractual right to buy (whether under Part 1 of the Housing Act 1996 or otherwise);

12.1.3 any proposed or actual staircasing to 100% under any Lease;

12.1.4 Sensitive Lets and any proposed or completed works or adaptations which may lead to a Sensitive Let; and

12.1.5 such other information that the District Council may reasonably require in order to enable it to ensure that the Registered Provider is at all times complying with the provisions of this Agreement

12.2 Upon reasonable written notice from the District Council the Registered Provider will attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement and in particular the Registered Provider shall ensure that:-

12.2.1 any information requested by the District Council pursuant to clause 12.1 shall be provided to it not less than five (5) Working Days prior to any such meeting; and

12.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

13 MANAGEMENT AND MAINTENANCE

13.1 The Registered Provider shall ensure or procure that following practical completion of the Affordable Housing Units they are at all times properly managed and maintained and that the Registered Provider (in its capacity as landlord of the Affordable Housing Units) complies at all times with all its statutory and contractual obligations to the tenants, leaseholders and occupiers of the same.

14 FINANCIAL CONSTRAINTS ON RENTED UNITS

14.1 In relation to the Rented Units the Registered Provider shall:-

14.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and

14.1.2 not require:-

(a) any form of tenancy deposit (meaning any money intended to be held by the landlord under the Tenancy or otherwise as security for the performance of any obligations of the tenant or the discharge of any liability of his/hers arising under or in connection with the Tenancy);

(b) a charge for credit reference checks; or

(c) any form of guarantee or bond from any third party guarantor unless the tenant is under the age of 18

14.1.3 be entitled to levy rent in advance but such a levy shall not be applied in such a way that excludes eligible households that meet the definition of Affordable Housing. Where such exclusion occurs, based on the households income and expenditure, the Registered Provider will make arrangements with the Nominee to levy the rent in advance in instalments over a reasonable period of time.

14.1.4 ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Rented Units from time to time.

15 [SHARED OWNERSHIP UNIT SALES]

15.1 [In respect of each sale of a Shared Ownership Unit (whether an Initial Sale or a Re-Sale as the context permits):-

15.1.1 the Registered Provider shall not on an Initial Sale of fifty per cent (50%) of any newly constructed and previously unoccupied Shared Ownership Unit offer such a Shared Ownership Unit for sale at more than a 35% share of the equity in that Shared Ownership Unit PROVIDED ALWAYS this shall not prevent a buyer from

acquiring a greater share in a Shared Ownership Unit where this can be afforded by the buyer taking into account their individual financial circumstances and the limits imposed by the Lease and in all cases should be in accordance with the requirements of Homes England;

15.1.2 the Registered Provider shall ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Shared Ownership Units from time to time;

15.1.3 the Registered Provider shall retain in perpetuity a legal interest in each Shared Ownership Unit as landlord under each Lease (subject to any right of the leaseholder under each Lease to staircase to 100%);

15.1.4 subject to any statutory provision and the requirements and/or guidance of Homes England published from time to time the leaseholder under each Lease shall be entitled to increase his share in the value of the Shared Ownership Unit in tranches of the Market Value so that on the final tranche the leaseholder shall acquire either the freehold interest or the whole of the leasehold interest;

15.1.5 the Registered Provider shall ensure that the Lease contains the following provisions (unless the terms of the Model Lease expressly provide otherwise):

(a) the leaseholder under the Lease shall occupy the Shared Ownership Unit as his only main residence for himself and his household only; and

(b) the leaseholder shall not be entitled to assign or transfer the Shared Ownership Unit or any part of it unless he has first offered in writing to assign his interest to a person nominated by the Registered Provider in accordance with the terms of the Lease (where applicable); and

(c) the leaseholder under the Lease shall not without the prior consent of the Registered Provider underlet the whole or any part of the Shared Ownership Unit;

15.1.6 the sale price in respect of any assignment by the leaseholder under each Lease shall be determined in accordance with the provisions of that Lease (where applicable); and

15.1.7 in the event of any breach by the leaseholder under a Lease of the provisions of subclauses 15.1.5(a), 15.1.5(b) or 15.1.5(c) herein the Registered Provider shall take all reasonably necessary action to enforce the provisions of the same (including the taking of legal proceedings where reasonably necessary)]

16 LOCAL CONNECTION

16.1 To contribute to the sustainability of communities, specific local connection criteria are applied to the first letting or sale as outlined below:

16.1.1 The Applicant or joint applicant:

(a) resides in [VILLAGE NAME] ("the village") as their only or principal home and had done so for the previous 2 years; or

(b) has resided in the village as their only or principal home for a period of at least 3 years in aggregate out of the preceding 5 years; or

(c) is in paid employment in the village (working 16 hours or more a week) and has been for the previous 2 years; or

(d) has close relatives who reside in the village as their only or principal home and have done so for at least the previous 5 years, or the previous 2 years if the Applicant is aged 65 or over. Close relatives will normally only cover parents, adult children or brothers or sisters, including corresponding step relationships. Grandparents, grandchildren, aunts or uncles and non-adult children will normally be included only where the District Council considers that it is necessary for the applicant to be accommodated within the village in order to provide or receive medical or social support to/from the relative.

16.2 In the event that no suitable Applicant has bid or been put forward via a Nomination Request for a home in the village using the above Local Connection criteria, then bids from Applicants with a Local Connection to the parish in which the village is located will be considered in the same way as if they had a Local Connection with the village.

16.3 In the further event that no bids or Nomination Requests are received for a home in the village from an Applicant who has a Local Connection with the parish in which the village is located, then bids from Applicants with a Local Connection to a neighbouring parish in the district of Mid Sussex will be considered in the same way as if they had a Local Connection with the village.

16.4 In the further event that no bids or Nomination Requests are received for a home in the village from an Applicant who has a Local Connection with a neighbouring parish in the district of Mid Sussex, then bids from other Applicants on the register will be considered in the same way as if they had a Local Connection with the village in which the new housing development is situated.

16.5 Where a new home is a wheelchair accessible unit priority will be determined by need rather than local connection, but priority will still be given to bids from suitable local applicants who have a specific mobility need for these homes and who have the relevant Local Connection with the new development

17 DISPOSAL RESTRICTIONS

17.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.

17.2 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider has ensured compliance at all times with the terms of this Agreement.

17.3 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider shall first procure that the disponee (being a provider of Affordable Housing registered with Homes England and first approved in writing by the Responsible Officer for Housing) shall have entered into a nomination agreement with the District Council which shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

18 LAND REGISTRY RESTRICTION

18.1 [***Clauses 18.1 and 18.2 are for use where the Land has not yet been transferred to the RP:***
The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [ ] of the Section 106 Agreement].

18.2 [The Registered Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].

18.3 Immediately following the completion of [this Agreement] **OR** [registration referred to at clause 18.2 above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-
"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 on behalf of Mid Sussex District Council of Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of clause 17 of a Nomination Agreement dated [ ] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

18.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in clause 18.3.

18.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in clause 18.3 must be made in writing to the District Council accompanied by the following information:-

18.5.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);

18.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;

18.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in clause 18.3);

18.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;

18.5.5 the name of the proposed disponee;

18.5.6 the anticipated completion date of the proposed disposal; and

18.5.7 a copy of any plan to be used with such disposal.

18.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with clause 18.3 within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to that clause.

19 DISTRICT COUNCIL'S POWERS AND LIABILITIES

19.1 Nothing contained in or implied by this Agreement shall:-

19.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a District Council, local planning authority or otherwise nor shall any consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and

19.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

20 MORTGAGEE PROTECTION

20.1 The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT:-

20.1.1 in the event of any Chargee disposing of the Affordable Housing Units (or any one or more of them) pursuant to any default under the terms of its mortgage or charge the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [ ] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and

20.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title.

21 DISPUTE RESOLUTION

21.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [ ] of the Registered Provider and the Responsible Officer for Housing (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute

21.2 If the matter cannot be resolved as provided for in clause 21.1 then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.

21.3 If the matter cannot be resolved as provided for in clause 21.2 then either person referred to in clause 21.2 may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.

21.4 The parties agree that the decision of the person named in clause 21.3 shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

22 NOTICES

22.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:-

22.1.1 For the District Council: The Responsible Officer for Housing at the address of the District Council given herein

22.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]

or to such other person or address as one party shall notify to the other in writing from time to time.

22.2 Any notice or other communication 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:-

22.2.1 by first class post deemed served two (2) Working Days after posting;

22.2.2 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;

22.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and

23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

23 COSTS

The Registered Provider shall pay to the District Council on or before the Date of this Agreement the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Agreement.

24 NO FETTER OF DISCRETION

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

25 DATA PROTECTION

25.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;

25.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.

25.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Agreement:

25.3.1 adhere to all applicable provisions of the Data Protection Legislation;

25.3.2 comply with any notification requirements under the Data Protection Legislation; and

25.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.

25.4 Notwithstanding the general obligation in clause 25.3, in respect of the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.

25.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.

25.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

25.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs

(including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this clause 25.7.

25.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

26 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the law of England.

In witness whereof the parties hereto have duly executed this Agreement as a Deed on the day and the year first before written

DRAFT

SCHEDULE 1 - AFFORDABLE HOUSING UNITS

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

SCHEDULE 2 - PLAN



[Insert appropriate attestation for RP]

[Execution clause: execution by a society of contracts or deeds using a common seal]

Executed as a deed by affixing the common seal of
[NAME OF SOCIETY]
in the presence of:-
[COMMON SEAL]

.....

[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR]
[Committee member **OR** Director]

.....

[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR/SECRETARY]
[Committee member **OR** Director **OR** Secretary]

[Execution clause: execution by a society of contracts and deeds without a common seal]

Executed as a deed by **[NAME OF SOCIETY]**
acting by [NAME OF FIRST DIRECTOR/COMMITTEE MEMBER],
a [director **OR** member of its Committee] and
[NAME OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY],
[a director **OR** member of its Committee **OR** its secretary]

.....

[SIGNATURE OF FIRST DIRECTOR/COMMITTEE MEMBER]
[Director **OR** Committee member]

.....

[SIGNATURE OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]
[Director **OR** Committee member **OR** Secretary]

The **COMMON SEAL** of
MID SUSSEX DISTRICT COUNCIL
was hereunto affixed in the presence of:-

Authorised Officer .....

APPENDIX 3

THE PLAN



0 10 20 30 40 50
metres

North of Huntsland, Crawley Down		Scale 1:1250 @ A0
S106 Plan	Dwg no: CD-NHS106-04	18 June 2025

AUTHORISED OFFICER

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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:	

#40160615v1

APPENDIX 5

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

[redacted]



- Study area
- 01 Vehicular/pedestrian and cycle access point
- 02 Sustainable drainage system including swales
- 03 Retained and enhanced vegetation
- 04 Tree belt planting
- 05 Community orchard/garden
- 06 Meadow planting and species-rich landscapes
- 07 Pedestrian connection points
- 08 Shared cycle/footpath
- 09 Community heart including gathering space/band stand area and St Leonards lookout
- 10 65 bed care home
- 11 Local Area for Play
- 12 Local Equipped Area for Play
- 13 Neighbourhood Equipped Area for Play
- 14 Countryside open space
- 15 Pumping station
- 16 Substation
- 17 Emergency, Cycle and pedestrian link
- 18 Mown paths
- 19 Cycle and pedestrian connection point
- 20 Community allotments
- 21 Existing telecomms mast
- 22 Play on the way
- Public right of way: Footpath

N.

Not to scale

CLIENT: WATES DEVELOPMENTS

PROJECT: LAND WEST OF CRAWLEY DOWN

DRAWING: **STUDY AREA** COMPREHENSIVE ILLUSTRATIVE MASTERPLAN: 350 UNITS

PROJECT NUM

DRAWING

[redacted]

RECEIVED
OFFICE
21/3/23

APPENDIX 6

PRE-DEVELOPMENT BIODIVERSITY VALUE ASSESSMENT

The Statutory Biodiversity Metric
Start page

Project details			
Planning authority:	Mid Sussex District Council		
Project name:	Land West of Thunder Hill Road - Outline with Detailed Proposals for Phase 1 - Revised Scheme		
Applicant:	Wates Developments		
Application type:	Outline		
Planning application reference:			
Completed by:	J M		
Date of metric completion:	16 January 2025		
Reviewer:			
Calculation iteration:			
Planning authority reviewer:			
Date of planning authority review:			
Target % net gain:	10%		
Irreplaceable habitat present at baseline:			
Total site area - including irreplaceable habitat area (hectares):	13.32	**Irreplaceable habitat site area (hectares):**	0.00
Total off-site area - including irreplaceable habitat area (hectares):	N/A	**Irreplaceable habitat area off-site (hectares):**	N/A

Main menu

Results

Cell style conventions	
⚠	Attention required
▲	Input error: rules and principles not met
	Use of this cell is not appropriate
	Enter data
	Automatic lookup
	Result

View all

Reset view

On-site baseline map — Insert

On-site baseline map reference number

On-site post intervention map — Insert

On-site post-intervention map reference number

Off-site baseline map — Insert

Off-site baseline map reference number

Off-site post intervention map — Insert

Off-site post-intervention reference number

The Statutory Biodiversity Metric
Main menu

Key

- Area habitats
- Hedgerows and lines of trees
- Watercourses

Start page

Technical data

Results

Start here

1 → 2 → 3 → 4

On-site baseline

- A-1 On-site Area Habitat Baseline
- B-1 On-site Hedge Baseline
- C-1 On-site Watercourse Baseline

On-site post development

- A-2 On-site Area Habitat Creation
- A-3 On-site Area Habitat Enhancement
- B-2 On-site Hedge Creation
- B-3 On-site Hedge Enhancement
- C-2 On-site Watercourse Creation
- C-3 On-site Watercourse Enhancement

Off-site baseline

- D-1 Off-site Area Habitat Baseline
- E-1 Off-site Hedge Baseline
- F-1 Off-site Watercourse Baseline

Off-site post development

- D-2 Off-site Area Habitat Creation
- D-3 Off-site Area Habitat Enhancement
- E-2 Off-site Hedge Creation
- E-3 Off-site Hedge Enhancement
- F-2 Off-site Watercourse Creation
- F-3 Off-site Watercourse Enhancement

Tree helper

Tree size	Number of trees and area (ha) for each condition state					
	Poor	Area	Moderate	Area	Good	Area
Small	200	0.8143	3	0.0122		0.0000
Medium	2	0.0326	2	0.0326		0.0000
Large		0.0000		0.0000	1	0.0366
Very large		0.0000		0.0000	2	0.1529
Total	**202**	**0.8469**	**5**	**0.0448**	**3**	**0.1896**

The Statutory Biodiversity Metric
Results

Return to start page

Headline results

Detailed results

Habitat trading summaries

Off-site summary

Irreplaceable habitats summary

Unit shortfall summary

Land West of Turners Hill Road, Crawley Down (No

Return to results menu

Headline Results

Scroll down for final results ⚠

On-site baseline	*Habitat units*	35.64	
	Hedgerow units	5.44	
	Watercourse units	0.00	
On-site post-intervention (Including habitat retention, creation & enhancement)	*Habitat units*	44.85	
	Hedgerow units	6.28	
	Watercourse units	0.00	
On-site net change (units & percentage)	*Habitat units*	9.21	[redacted]
	Hedgerow units	0.84	
	Watercourse units	0.00	0.00%

Off-site baseline	*Habitat units*	0.00	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site post-intervention (Including habitat retention, creation & enhancement)	*Habitat units*	0.00	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site net change (units & percentage)	*Habitat units*	0.00	0.00%
	Hedgerow units	0.00	0.00%
	Watercourse units	0.00	0.00%

Combined net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	9.21
	Hedgerow units	0.84
	Watercourse units	0.00
Spatial risk multiplier (SRM) deductions	*Habitat units*	0.00
	Hedgerow units	0.00
	Watercourse units	0.00

FINAL RESULTS

Total net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	9.21
	Hedgerow units	0.84
	Watercourse units	0.00
Total net % change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	[redacted]
	Hedgerow units	
	Watercourse units	0.00%
Trading rules satisfied?		[redacted]

Unit Type	Target	Baseline Units	Units Required	Unit Deficit	[redacted]
Habitat units	10.00%	35.84	39.20	0.00	
Hedgerow units	10.00%	5.44	5.98	0.00	
Watercourse units	10.00%	0.00	0.00	0.00	

Project Name: Land West of Turners Hill Road, Crawley Down (North of Hunsland -

A-1 On-Site Habitat Baseline

[redacted]

Area habitat summary	
Total Net Unit Change	9.21
Total Net % Change	[redacted]
Trading Rules Satisfied	[redacted]

Ref	Existing area habitats				Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Ecological baseline
	Broad Habitat	Habitat Type	Irreplaceable habitat	Area (hectares)	Distinctiveness	Condition	Strategic significance		Total habitat units
1	[redacted]								
2								[redacted]	
3									
4									
5									
6									
7									
8									
9									
10								[redacted]	
11									
12									
13									
14									
15									
16									
17									
			Total habitat area	13.60					36.64
			Site Area (Excluding area of individual trees, green walls, intertidal hard structures)	13.32					

Area retained	Area enhanced	Baseline units retained	Baseline units enhanced	Area habitat lost	Units lost	Bespoke compensation agreed for losses of VHDH or irreplaceable habitat	Comments		
							User comments	Planning authority comments	Habitat reference number
0.96	1.07	6.80	3.21	11.87	30.53				

Total area lost (excluding area of individual trees, green walls and intertidal hard structures)	11.84

M² to hectares conversion tool.	Select a unit	Hectares	M²

: Land West of Turners Hill Road, Crawley Down (North of Huntsland - 150 dwellings) Ma

A-2 On-Site Habitat Creation

[redacted]

Area habitat summary	
Total Net Unit Change	9.21
Total Net % Change	[redacted]
Trading Rules Satisfied	[redacted]
Area Check	[redacted]

	Post intervention habitats											Comments		
				Distinctiveness	Condition	Strategic significance	Temporal multiplier		Difficulty					
Ref	Broad Habitat	Proposed habitat	Area (hectares)	Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of creation	Habitat units delivered	User comments	Planning authority comments	Habitat reference number
1	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		
3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		
4	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
5	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
6	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		
7	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
8	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	16.40	[redacted]		
9	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
10	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
11	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
12	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
13	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]		
14													
15													
16													
17													
		Total habitat area	12.35							33.72			

Site Area (Excluding area of individual trees, green walls, intertidal hard structures)	11.54

M² to hectares conversion tool.	Select a unit	Hectares	M²

Turners Hill Road, Crawley Down (North of Huntsland - 160

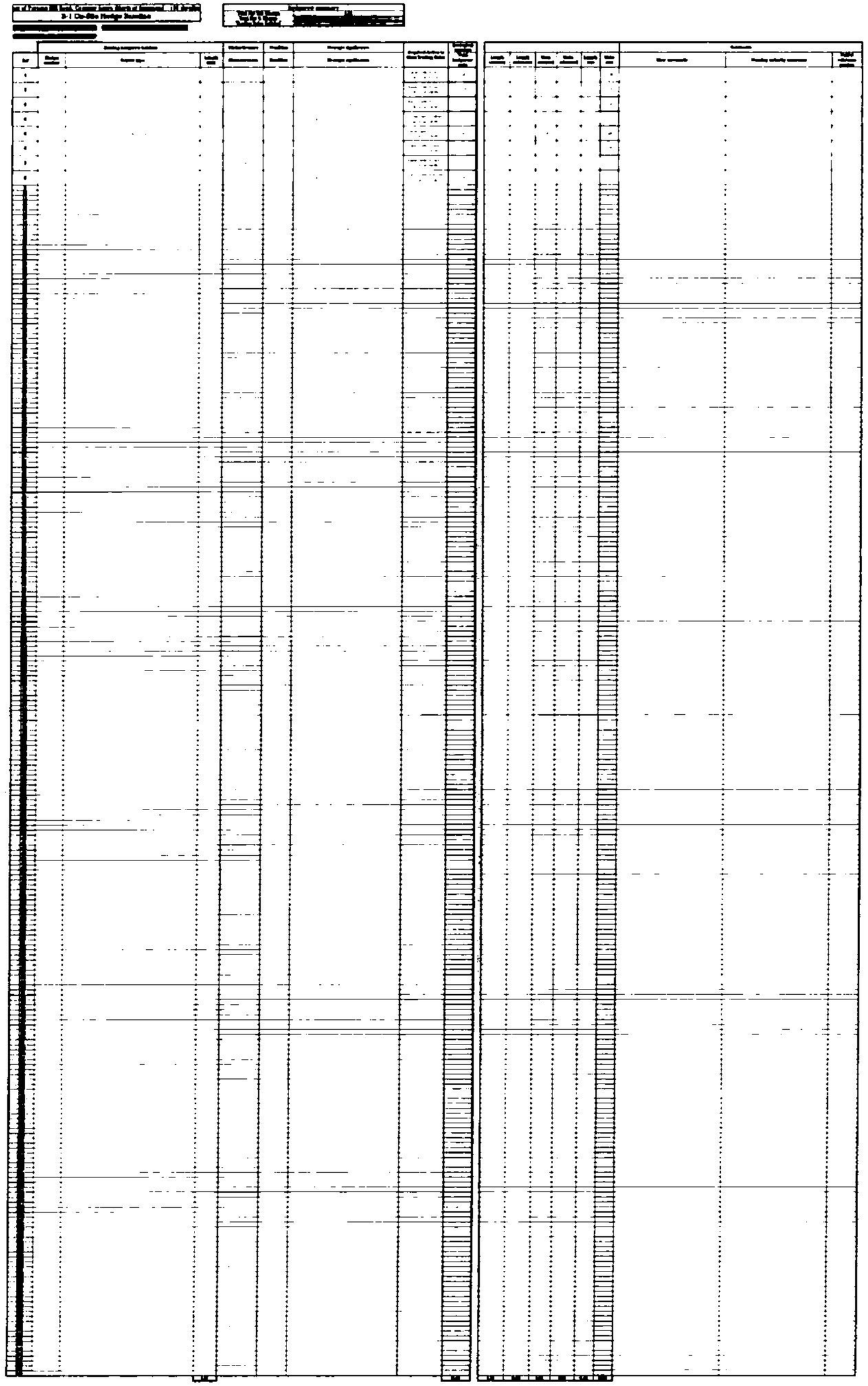
A-3 On-Site Habitat Enhancement

[redacted]

Area habitat summary	
Total Net Unit Change	0.31
Total Net % Change	[redacted]
Trading Rules Satisfied	[redacted]

Change in broad habitat type detected. Check compliance with guidance ▲

Baseline habitats		Post intervention habitats													Comments		
		Proposed Habitat (broad habitat pre-populated but can be overridden)		Change in distinctiveness and condition					Strategic significance	Temporal risk multiplier		Difficulty risk multiplier					
Baseline ref	Baseline habitat	Proposed Broad Habitat	Proposed habitat	Distinctiveness change	Condition change	Area (hectares)	Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Total time to target condition (years)	Final difficulty of enhancement	Habitat units delivered	User comments	Planning authority comments	Habitat reference number
[redacted]		Grassland	Other neutral grassland	[redacted]												
		Grassland	Other neutral grassland													
		Grassland	Other neutral grassland													
		Grassland	Other neutral grassland													
					Total habitat area	1.07							0.93			



[redacted] of Turkers Hill Road, Crawley Down (North of Hazelhead - 160 dwellings)

B-2 On-Site Hedge Creation

[redacted]

[redacted]

Hedgerow summary	
Total Net Unit Change	1.24
Total Net % Change	[redacted]
Trading Rules Satisfied	[redacted]

Ref	New hedge number	Proposed habitats: Habitat type	Length (km)	Distinctiveness	Distinctiveness	Condition	Strategic significance	Strategic significance	Temporal multiplier: Standard or adjusted time to target condition	Final time to target condition (years)	Difficulty risk multiplier: Final difficulty of creation	Hedge units delivered	Comments: User comments	Planning authority comments	Habitat references number
1															
2															
3															

[redacted]ears Hill Road, Crawley Down | Hours of Hummingbird - 19

B-3 On-Site Hedge Enhancement

[redacted]

Hedgerow summary	
Total Net Unit Change	9.64
Total Net % Change	[redacted]
Trading Rules Satisfied	[redacted]

Baseline Habitats		Proposed habitat	Change in distinctiveness and condition		Length (km)	For Information Habitats						Hedge units delivered	Comments		
Baseline ref	Baseline habitat		Distinctiveness movement	Condition movement		Distinctiveness	Condition	Strategic significance	Temporal multiple: Standard or adjusted time to target condition	Temporal multiple: Final time to target condition (years)	Difficulty risk multiplier: Final difficulty of achievement		Area comments	Planning authority comments	Habitat enhancement condition
								Strategic significance							
[redacted]															

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

Authorised Officer ..... [redacted]

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

Authorised Officer ..... [redacted]

Executed as a Deed by
WATES GROUP LIMITED
acting by
[ ] .. [redacted] [DIRECTOR]
a director and

[ ] .. [redacted] [DIRECTOR]
a director