

DATED 1st August

2023

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

JASON VIDAL ROBERTS MCCALDIN AND SARAH LOUISE MCCALDIN (3)

AND

RYDON HOMES LIMITED (4)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

relating to land south of St Stephens Church

Hamsland, Horsted Keynes

West Sussex

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

003463

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THIS DEED is dated the

1st

day of

August

2023

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) **JASON VIDAL ROBERTS MCCALDIN AND SARAH LOUISE MCCALDIN** of Milford Place, Wyatts Lane, Horsted Keynes, Haywards Heath RH17 7AH ("**the Owner**")
- (4) **RYDON HOMES LIMITED** incorporated and registered in England and Wales with company number 04773137 whose registered office is at Rydon House, Station Road, Forest Row, East Sussex RH18 5DW ("**the Developer**")

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute.
- (B) The Land is subject to an agreement dated 15 February 2019 between the Owner and the Developer.
- (C) The land is within a Designated Protected Area
- (D) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (E) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (F) The Developer has made the Application to carry out the Development.
- (G) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for a financial contribution towards the Joint SAMM Strategy and the SANG 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 and the SANG Strategy are therefore required.
- (I) The District Council, having regard to the provisions of the District Plan including Policy DP20 (Securing Infrastructure), Policy DP31 (Affordable Housing), the Supplementary Plan
- (J) The District Council and the County Council having regard to the Supplementary Planning Document, the Affordable Housing SPD and all other material considerations, resolved at its

meeting of the Planning Committee on the 6th July 2023 that Planning Permission should be granted for the Development subject to the prior completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject.

- (K) The District Council and the County Council having regard to the Supplementary Planning Document and Affordable Housing SPD determine the obligations contained in this Deed are necessitated by virtue of this Application.
- (L) The Owner and the Developer have 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 of Part Two of the SECOND SCHEDULE, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee 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 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 and Affordable Rented Units and First Homes provided to specified eligible

households whose needs are not met by the market. Affordable Housing shall:

- (a) meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having 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 that part of the Land shown shaded blue and pink on the Affordable Housing Plan upon which the Affordable Housing Units are to be constructed;

Affordable Housing Plan means the Affordable Housing Tenure Plan appended at Appendix 3.

Affordable Housing Scheme means the scheme set out in Part Three of the SECOND SCHEDULE to this Deed containing the proposals approved by the Responsible Officer for Housing for the provision of the Affordable Housing Units or such other scheme approved by the Responsible Officer for Housing in accordance with paragraph 1 of Part One of the SECOND SCHEDULE 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 Six (6) Social or Affordable Rented Units and Three (3) First Homes (30% of the total number of Dwellings) together with at least 14 associated car parking spaces (including 2 visitor

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 gardens / amenity land which are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme, the Local Connection Criteria (Social or Affordable Rented Units) and the Nomination Agreement in the case of the Social or Affordable Rented Units and the Eligibility Criteria (National) and the Eligibility Criteria (Local) and the Local Connection Criteria (First Homes), in the case of the First Homes 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 acting reasonably) 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;

All Requisite Consents

means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme/the Scheme;

Application	means the application for full planning permission for the Development which was validated by the District Council on 4 January 2021 and allocated reference DM/20/4692;
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 the financial contribution of Thirty Five Thousand, One Hundred pounds (£35,100) calculated in accordance with the Joint SAMM Strategy subject to adjustment in accordance with the provision of paragraph 4.1 of the FIRST SCHEDULE;
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;
Biodiversity Net Gain	means a minimum 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 Credits	means the credits referred to in section 101 of the Environment Act 2021 that may be purchased from the Secretary of State for the purposes of meeting the Biodiversity Net Gain.
Biodiversity Management Plan	means a plan for managing, maintaining and monitoring the Biodiversity Net Gain for a period of not less than 30 years delivered in accordance with the Biodiversity Gain Plan or such

updated plan as may be agreed with the District Council in writing pursuant to paragraph 2.2 of the Sixth Schedule.

Biodiversity Gain Plan

means a plan relating to the Development that meets the requirements of Paragraph 14 of Schedule 14 to the Environment Act 2021 and any regulations made pursuant to the same, and which shall set out:

a) information about the steps taken or to be taken to minimise the adverse effect of the Development on biodiversity of the onsite habitat and any other habitat in respect of relevant parcels of Development;

(b) the Pre-Development Biodiversity Value of the onsite habitat; and

(c) the Post-Development Biodiversity Value of the onsite habitat;

(d) any Offsite Biodiversity Gain allocated to the Development and the biodiversity value of that gain in relation to the Development,

(e) any Biodiversity Credits purchased for the Development, and

(f) such other matters as the Secretary of State may by regulations specify such plan which has been submitted and approved pursuant to paragraph 1.1.1 of the Sixth Schedule as may be varied and agreed by the District Council

BNG Certificate of Practical Completion

means the certificate of practical completion confirming that the on site habitat enhancements set out in the Biodiversity Gain Plan on the On Site Biodiversity Areas have been completed to its reasonable satisfaction, and "practically completed" shall be construed accordingly

BNG Metric

means Biodiversity Metric 3.1 published by Natural England for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement, or such other metric as may from time to time be produced and published by the Secretary of State pursuant to the Environment Act 2021 and any Regulations relating to biodiversity net gain made thereunder

Certificate of Practical Completion

means a certificate of practical completion issued by the District Council confirming that all works to which the certificate relates

are Practically Complete in accordance with the relevant specification as required pursuant to this Deed,

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 or Affordable Rented Units;
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 pursuant to the Planning Permission but not otherwise save that for the purpose of this deed the carrying out of any demolition works, site clearance works, ground investigation and site survey works, construction of boundary fencing or hoarding, construction of temporary accesses and/or temporary highway works, archaeological investigation, site decontamination or remediation works, landscaping works, laying of sewers and other services creation of site compounds and noise attenuation works shall not be deemed to be carrying out of a material operation and all references to Commence , Commenced and Commencement shall be construed accordingly;
Commencement Notice	means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 17;
Community Buildings Contribution	means the financial contribution of eighteen thousand, four hundred and fifty-three pounds (£18,453) subject to adjustment in

accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;

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 Two of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

County Council Contributions means the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution and the Total Access Demand Contribution;

County Council Monitoring Contribution means the total sum of £600 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;

Default Interest Rate means 4% per annum above the Base Rate of the Bank of England and **Interest** shall be construed accordingly;

Designated Protected Area means an area designated under the Housing (Right to Enfranchisement) (Designated Protected Areas) (England) Order 2009 (SI 2009/2098) as a protected area for the purposes of paragraph 4A(1) of schedule 4A to the Leasehold Reform Act 1967;

Development means the development of the Land by the erection of 30 dwellings (30% affordable) with associated amenity/garden, landscaping and access/parking arrangements 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 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 Two 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 or

(c) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly;

**District Council
Contributions**

means the Ashdown Forest SAMM Contribution, the Formal Sport Contribution, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution and the Play Space Contribution and the SANG 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;

**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;

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 of Part Two of the SECOND SCHEDULE 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 Two of the SECOND SCHEDULE;
Education Contributions	means the Primary Education and the Secondary Education Contribution;
Financial Contribution Trigger	means a trigger contained within this Deed applicable to the County Council Contributions;
First Home	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 Developer; or (b) another 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) the freehold a tenant or sub-tenant of a permitted letting under paragraph 11 of Part Two 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;
Formal Sport Contribution	means the financial contribution of twenty-nine thousand, three hundred and thirty-two pounds (£29,332) subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;
Habitats Regulations	means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);
Homes England	means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;
Income Cap (National)	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the

Secretary of State and is in force at the time of the relevant disposal of the First Home;

Index Linked

means

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

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

Where:

Relevant Amount = the payment to be RPI Indexed

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

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

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

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

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

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index for the quarter preceding the date of this Deed 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;

**Kickabout
Contribution**

means the financial contribution of twenty-one thousand, five hundred and fourteen pounds (£21,514) subject to adjustment in accordance with the provision of paragraph 1.3 of the FIRST SCHEDULE;

Land

means the land against which this Deed may be enforced described in the Application as land south of St Stephens Church,

Hamsland, Horsted Keynes, West Sussex and which is registered at HM Land Registry under title numbers:

1. WSX123400 (land on the south side of Hamsland, Horsted Keynes, Haywards Heath);
2. WSX220954 (land on the west side of Milford Place, Wyatts Lane, Horsted Keynes, Haywards Heath RH17 7AH); and
3. WSX43816 (land on the south-east side of St Stephens Church, Hamsland, Horsted Keynes, Haywards Heath RH17 7DX)

and is shown edged red on the Plan;

Leisure Contributions means the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution

Library Contribution means the financial contribution of Eleven Thousand, Five Hundred and fifty-four pounds (£11,554) subject to adjustment in accordance with the provision of paragraph 3 of the Third Schedule and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional 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 Haywards Heath Library;

Local Community Infrastructure Contribution means the financial contribution of twenty thousand, nine hundred and twenty-five pounds (£20,925) subject to adjustment in accordance with the provision of paragraph 3.1 of the FIRST SCHEDULE;

Local Connection Criteria (Social or Affordable Rented Units) means on first lets
an Applicant or joint Applicant must meet one of the following criteria:

The Applicant or joint Applicant:

- a) resides in Horsted Keynes as their only or principal home and has done so for the previous 2 years; or
- b) has resided in Horsted Keynes 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 Horsted Keynes (working 16 hours or more a week) and has been for the previous 2 years; or
- d) has close relatives who reside in Horsted Keynes 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 Council considers that it is necessary for the applicant to be accommodated within Horsted Keynes in order to provide or receive medical or social support to/from the relative.

In the event that no suitable Applicant has bid for a home in Horsted Keynes using the above Local Connection criteria, then bids from Applicants with a Local Connection to the parish in which Horsted Keynes is located will be considered in the same way as if they had a Local Connection with Horsted Keynes.

In the further event that no suitable Applicant has bid for a home in Horsted Keynes who has a Local Connection with the parish in which Horsted Keynes is located, then bids from Applicants with a Local Connection to a neighbouring parish will be considered in the same way as if they had a Local Connection with Horsted Keynes.

In the further event that no suitable Applicant has bid for a home in Horsted Keynes who has a Local Connection with a neighbouring parish, then bids from other Applicants on the register will be considered in the same way as if they had a Local Connection with Horsted Keynes.

In the event that no bids are received in line with the above then the Affordable Housing Unit may be allocated to any person who is reasonably considered by the Registered Provider to be in need of such accommodation;

**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 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 published 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 for Work and Pensions or such similar framework that may replace it;

**Market Housing
Unit(s)**

means any Dwelling or 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 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 30% discount in the valuation

Mortgagee

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;

**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 Affordable Housing 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 100% of the prospective occupiers of the Social or Affordable Rented Units and shall include the right to nominate on the first letting of a tenancy and any re-letting 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;

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;

Occupation Notice means the written notice confirming the Occupation of the first (1st) Dwelling referred to in clause 4.2 and 5.2 and served in accordance with Clause 17

Occupancy Requirement

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m2	58m2	
2	4	70m2	79m2	
3	5	86m2	93m2	99m2
3	6	95m2	102m2	108m2
4	6	99m2	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 Biodiversity Management Plan.

Other Eligible Person means 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 10.2 of Schedule 2 applies, the Eligibility Criteria (Local);

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

Plan means the Location 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 Space Contribution	means the financial contribution of twenty-five thousand, six hundred and twelve pounds (£25,612) subject to adjustment in accordance with the provision of paragraph 1.2 of the FIRST SCHEDULE;
Practical Completion	means the issue of a certificate of practical completion by the Owner or their architect 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;
"Pre-Development Biodiversity Value "	means the biodiversity value of the on site habitat prior to the Development
"Post-Development Biodiversity Value "	means: (1) the projected value of the on site habitat at the time when BNG Certificate of Practical Completion has been issued (or deemed issued); (2) the value of any Registered Offsite Biodiversity Gain ; and (3) the value of any Biodiversity Credits purchased for the Development; in each case calculated by reference to the BNG Metric.
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 of one hundred and nine thousand, two hundred and eighty two pounds (£109,282) subject to adjustment in accordance with the provision of paragraph 2.1 of the Third Schedule 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 cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at St Giles C of E Primary School;

Qualifying Trigger	means in relation to this Deed including a Financial Contribution Trigger;
Offsite Biodiversity Gain	means a habitat enhancement on land other than on the Land (a) that is required to be carried out and maintained for at least 30 years after the completion of the habitat enhancement works under a conservation covenant or planning obligation or other contractual arrangement, and (b) which is allocated to the Development on the Land under such conservation covenant or planning obligation or is otherwise contractually allocated to the Development on the Land (c) that may be registered on the Biodiversity Gain Site Register referred to in section 100 of the Environment Act 2021
Registered Provider	means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with Homes England pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing;
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;

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;
SANG	means the Suitable Alternative Natural Greenspace to be provided within Mid Sussex in accordance with the SANG Strategy;
SANG Contribution	means the sum of forty three thousand one hundred and eighty two pounds (£43,182) calculated in accordance with the SANG Strategy and subject to adjustment in accordance with the provision of paragraph 5.1 of the FIRST SCHEDULE;
SANG Land	means an area of land known as the East Court & Ashplats Wood SANG situated within Mid Sussex which is within the leasehold ownership of the District Council, which has been designated as SANG Land as identified by the SANG Strategy;
SANG Strategy	the East Court & Ashplats SANG Strategy adopted by the District Council on the 20 th October 2014;
Scheme	means traffic calming, pedestrian and cycle improvements within the village of Horsted Keynes which will improve and promote sustainable movement between the Development and local infrastructure, to include St Giles C of E Primary School;
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 of one hundred and seventeen thousand, six hundred and thirteen pounds (£117,613) subject to adjustment in accordance with the provision of paragraph 2.3 of the Third Schedule 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 cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be used towards additional facilities at Oathall Community College;
Secretary of State	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;
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 Rentcharges 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 on the 25 th July 2018;

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;

Total Access Demand Contribution means the financial contribution of eighty-nine thousand and ninety-eight pounds (£89,098) subject to adjustment in accordance with the provision of paragraph 1.1 of the Third Schedule calculated using current occupancy rates from census statistics published by the Office for National Statistics payable in accordance with this Deed and is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme;

Total Access Demand Methodology means the methodology developed by the County Council and adopted by the District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development;

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

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;

Working Day means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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

- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10. References to the District Council, the County Council, the Developer and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner and the Developer with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4.2 and 4.3, *Covenants to the District Council* 5.2 and 5.3 *Covenants to the County Council*, 6 *Covenants by the District Council* and 7 *Covenants by the County Council* which are conditional upon the grant of Planning Permission and the Commencement Date occurring.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date; and
- 4.2. to give the Occupation Notice to the District Council not less than 10 Working Days before the Occupation of the first (1st) Dwelling 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 10 Working Days before the Commencement Date;
- 5.2. to give the Occupation Notice to the County Council not less than 10 Working Days before the Occupation of the first (1st) Market Unit Dwelling 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 FOURTH 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 FIFTH SCHEDULE.

8. DEVELOPER'S CONSENT

The Developer consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed.

9. RELEASE AND EXCLUSIONS

- 9.1. The Owner and/or the Developer shall upon parting with its interests in any part of the Land be released from all obligations rights and duties under the terms of this Deed insofar as they relate to such part of the Land (save in respect of liability for any antecedent breach by the Owner and/or the Developer of this Deed) and shall upon parting with the entirety of its interest in the Land as a whole be released from all liability whatsoever under the terms of this Deed save insofar as it relates to an antecedent breach by the Owner and/or the Developer of this Deed.
- 9.2. No person or company shall be liable for a breach of this Deed if their interest in the Land is restricted to being an individual owner and/or occupier of any individual Dwelling comprised in the Development SAVE THAT the individual tenants owners or occupiers of the Social or Affordable Rented Units and their mortgagees shall be liable for breaches of the restrictions on Occupation of the Affordable Housing Units in Part One of the SECOND SCHEDULE (Affordable Housing) and the owner or occupiers of the First Homes and their mortgagees shall be liable for breaches of the provisions relating to First Homes in Part Two of the SECOND SCHEDULE (First Homes)
- 9.3. The obligations contained in this Deed shall not be binding on:-

- 9.3.1. 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.
- 9.3.2. any person whose interest in the Land is restricted to being an individual purchaser of any individual Market Housing Unit and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.
- 9.3.3. except for the obligations restricting the Occupation and regulating the use of the Social or Affordable Rented Units contained in paragraphs 6 and 7.1 of Part One of the Second Schedule, and the obligations restricting the Occupation and regulating the use of First Homes in paragraphs 10, 11 and 12 of Part Two 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 and their successors in title or their mortgagee; and
- 9.3.4. any future mortgagee or chargee of the Owner unless in possession of all or part 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.

10. LOCAL LAND CHARGE

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

11. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 11.1. The Developer 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 £3600 as a contribution towards the District Council's costs of monitoring the implementation of this Deed.
- 11.2. The Developer 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.
- 11.3. For the avoidance of any doubt the costs referred to in this clause 11 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in clause 2.

12. 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.

13. OWNERSHIP

- 13.1. The Owner warrants that no person other than the Owner and the Developer has any legal or equitable interest in the Land.
- 13.2. 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.

14. 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.

15. 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.

16. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 16.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 16.2. 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;
- 16.3. 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 (which for the purposes of this clause shall mean the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act);
- 16.4. 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;

- 16.5. if the Owner fails to give the notice required by clauses 4.1 and 4.2 and 5.1 and 5.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 16.6. 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"):
- 16.6.1. 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
- 16.6.2. 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
- 16.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:
- "The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application DM/20/4692 will be equally applied to and satisfy the requirements necessitated under this application []".
- 16.6.4. 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.
- 16.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 16.8. The District Council retains control, possession and overall management of the SANG Land, so long as they hold a proprietary interest in the SANG Land, and the Owner and the Developer acknowledges that this Deed does not confer on the Owner and the Developer proprietary rights or interest of any kind.

17. NOTICES

- 17.1. 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.

17.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

- (a) by first class post deemed served two Working Days after posting;
- (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
- (c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

18. 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.

19. DISPUTES

19.1. 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.

19.2. 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:

19.2.1. 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;

19.2.2. where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where

a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

- 19.3. 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 19.2.1 or 19.2.2 hereto is applicable.
- 19.4. Except as aforesaid any expert appointed pursuant to Clauses 19.2.1 or 19.2.2 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.
- 19.5. 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.

20. 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.

21. GOVERNING LAW

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

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. Leisure Contributions

- 1.1. To pay to the District Council prior to the Occupation of the first (1st) Dwelling the Formal Sport Contribution and such sum shall be Index Linked.
- 1.2. To pay to the District Council prior to the Occupation of the first (1st) Dwelling the Play Space Contribution and such sum shall be Index Linked
- 1.3. To pay to the District Council prior the Occupation of the first (1st) Dwelling the Kickabout Contribution and such sum shall be Index Linked.
- 1.4. Not to Occupy or allow the Occupation of the first (1st) Dwelling unless and until the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.
- 1.5. If the Formal Sport Contribution and/or the Play Space Contribution and/or the Kickabout Contribution are not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Formal Sport Contribution and/or the Play Space Contribution and/or the Kickabout Contribution.

2. Community Buildings Contribution

- 2.1. To pay to the District Council prior to the Occupation of the first (1st) Dwelling the Community Buildings Contribution and such sum shall be Index Linked.
- 2.2. Not to Occupy or allow the Occupation of the first (1st) Dwelling unless and until the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 2.3. If the Community Buildings Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Community Buildings Contribution.

3. Local Community Infrastructure Contribution

- 3.1. To pay to the District Council prior to the Occupation of the first (1st) Dwelling the Local Community Infrastructure Contribution and such sum shall be Index Linked.
- 3.2. Not to Occupy or allow the Occupation of the first (1st) Dwelling unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 3.3. If the Local Community Infrastructure Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the

relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Local Community Infrastructure Contribution

4. Ashdown Forest SAMM Contribution

- 4.1. To pay to the District Council prior to the Commencement Date the Ashdown Forest SAMM Contribution and such sum shall be Index Linked.
- 4.2. Not to Commence the Development unless and until the Ashdown Forest SAMM Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 4.3. If the Ashdown Forest SAMM Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Ashdown Forest SAMM Contribution.

5. SANG Contribution

- 5.1. To pay to the District Council prior to the Commencement Date the SANG Contribution which shall be Index Linked
- 5.2. Not to Commence the Development unless and until the SANG Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 5.3. If the SANG Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the SANG Contribution.

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

1. Affordable Housing

- 1.1. To provide the Affordable Housing Units in accordance with this Deed, the Affordable Housing Scheme and the Planning Permission and for the avoidance of doubt, 30% of the total number of Dwellings comprised within the Development shall be Affordable Housing Units.
- 1.2. Not to Commence or cause or allow the Commencement of the Development to occur 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 or Affordable Rented Units; and
 - 1.2.2. the Owner has entered into an unconditional and binding contract to Transfer the Social or Affordable Housing Rented Units 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 ten (10) of the Market Housing Units shall be Occupied until all of the Social or Affordable Rented Units and First Homes have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notice of such has been received by the Responsible Officer for Housing
- 2.2. No more than ten (10) of the Market Housing Units shall be Occupied until the Social or Affordable Rented Units and associated land thereon have been Transferred to a Registered Provider

3. Provision of Information

To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Social or Affordable Rented Units 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 Affordable Housing Units 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

which are current at the date of the Planning Permission

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 or Affordable Rented 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 or Affordable Rented Units pursuant to paragraph 5.1 shall contain the following:

5.2.1. the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Social or Affordable Rented Units and associated land thereon;

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

That none of the Social or Affordable Rented Units shall be Occupied until the Owner (being a Registered Provider) has entered into a Nomination Agreement with the District Council provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all of the applicable Social or Affordable Rented Units. .

7. Use of the Social or Affordable Rented Units

7.1. Subject to paragraph 7.2 and, 8 that from the date of Practical Completion of the Social or Affordable Rented Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

7.2. The covenant set out in paragraph 7.1 shall not be binding on or enforceable against: 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 Chargee (as referred to in paragraph 7.2) is a Registered Provider or any other provider of affordable housing the provisions. 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 or Affordable Rented Units (or any one or more of them) and the Affordable Housing 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 referred to in 8.1.1 above the Chargee shall, subject to the proviso set out in paragraph 7.2 of this Part One of the Second Schedule, be entitled to dispose of the Charged Property free from the affordable housing provisions contained in the Second Schedule to this Agreement which provisions shall determine absolutely; and

- 8.2. In the event of a default under any security referred to in paragraph 8.1 or in other circumstances warranting the intervention of Homes England nothing in this Deed shall prevent the transfer of the Social or Affordable Rented 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 Affordable Housing Land and the Social or Affordable Rented Units remaining bound by the provisions of this Deed.

9. 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.

SECOND SCHEDULE
PART TWO: FIRST HOMES

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) subject to the provisions of Paragraph 10.2

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 Home) 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 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

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 paragraphs 10 and 11 of Part Two of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) 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 and

d) 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 Developer 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 paragraphs 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 of the said First Home) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 10.3 and 10.4.1; or

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

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

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

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

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

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph

10.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

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

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

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

10.11.1 within twenty eight (28) working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 10.5 where such restriction has previously been registered against the relevant title

10.11.2 apply all monies received towards the provision of Affordable Housing.

10.12 Any person who purchases a First Home free of the restrictions in paragraph 11 below pursuant to the provisions in paragraphs 10.9 and 10.10 above 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 paragraphs 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 Part Two of the Second Schedule to this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee 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 or Receiver PROVIDED THAT:

- 12.1.1 such Mortgagee 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 or Receiver to the District Council the Mortgagee 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 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 above; and

12.1.4.2 apply all such monies received towards the provision of Affordable Housing.

PART THREE: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES	TENURE OF DWELLINGS (Affordable Rented / Social Rented / First Homes	PLOT NUMBERS
6	1 bed/2 person flat	Affordable/Social Rented	Plots 8-13 shaded pink on the Affordable housing Plan
3	2 bed/ 4 person house	First Homes	Plots 5 6 and 7 shaded blue on the Affordable Housing Plan

THIRD SCHEDULE
COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the Occupation of the first (1st) Market Housing Unit the Total Access Demand Contribution Index Linked.
- 1.2. Not to Occupy or allow the Occupation of the first (1st) Market Housing Unit until the Total Access Demand Contribution has been paid to the County Council.
- 1.3. If the Total Access Demand Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Total Access Demand Contribution.

2. Education Contributions

- 2.1. To pay to the County Council prior to the Occupation of the first (1st) Market Housing Unit the Primary Education Contribution Index Linked.
- 2.2. Not to Occupy or allow the Occupation of the first (1st) Market Housing Unit until the Primary Education Contribution has been paid to the County Council.
- 2.3. To pay to the County Council prior to the Occupation of the first (1st) Market Housing Unit the Secondary Education Contribution Index Linked.
- 2.4. Not to Occupy or allow the Occupation of the first (1st) Market Housing Unit until the Secondary Education Contribution has been paid to the County Council.
- 2.5. If the Primary Education and/or Secondary Education Contribution are not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the relevant Primary Education Contribution and/or the Secondary Education Contribution.

3. Library Contribution

- 3.1. To pay to the County Council prior to the Occupation of the first (1st) Market Housing Unit the Library Contribution Index Linked.
- 3.2. Not to Occupy or allow the Occupation of the first (1st) Market Housing Unit until the Library Contribution has been paid to the County Council.
- 3.3. If the Library Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Library Contribution.

FOURTH SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution on enhancing sports facilities at Horsted Keynes Recreation Ground and / or cricket ground.
- 1.2. To expend the Play Space Contribution towards play facilities at Horsted Keynes Recreation Ground.
- 1.3. To expend the Kickabout Contribution on kickabout facilities at Horsted Keynes Recreation Ground.
- 1.4. To expend the Community Buildings Contribution towards improvements to the Memorial Pavilion at Horsted Keynes Recreation Ground to develop a community hub.
- 1.5. To expend the Local Community Infrastructure Contribution on the refurbishment of toilet facilities at the Memorial Pavilion at Horsted Keynes Recreation Ground and/or the installation of a footpath enabling disabled access from the car park across Horsted Keynes Recreation Ground to the Play Area and Memorial Pavilion.
- 1.6. To expend the Ashdown Forest SAMM Contribution towards the Joint SAMM Strategy.
- 1.7. To expend the SANG Contribution towards the improvement and/or operation and/or maintenance of the SANG Land.

2. Repayment of Contributions

- 2.1. If the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/ or the Local Community Infrastructure Contribution have not been expended in accordance with paragraph 1 of this FOURTH 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) 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 2.1 of this FOURTH SCHEDULE the District Council shall have entered into a contract or other legally binding obligation to expend (or specifically allocated for expenditure by a Cabinet Member or the Cabinet Grants Panel (or such other group as may be constituted for such purpose) of the District Council) the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution or parts thereof for the purposes specified in paragraph 1 of this FOURTH SCHEDULE then the District Council shall not be required to refund any part of the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or

the Play Space Contribution and/or the Local Community Infrastructure Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this FOURTH SCHEDULE.

- 2.2. For the avoidance of any doubt the provisions of paragraph 2.1 of this FOURTH SCHEDULE do not apply to the Ashdown Forest SAMM Contribution or the SANG Contribution.
- 2.3. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the reasonable and properly incurred 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 1.7 of this FOURTH SCHEDULE including the process of obtaining All Requisite Consents.

FIFTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

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

2. Education Contributions

- 2.1. To expend the Primary Education Contribution together with any interest accruing thereon only on additional facilities at St Giles C of E Primary School.
- 2.2. To expend the Secondary Education Contribution together with any interest accruing thereon only on additional facilities at Oathall Community College.
- 2.3. It is hereby acknowledged for the avoidance of doubt and without prejudice to paragraphs 2.1 and 2.2 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution (or any parts thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

3. Library Contribution

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

4. Expenditure

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

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

- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1.1, 2.1, 2.2 and 3 of this FIFTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in paragraph 4.1 hereof.

SIXTH SCHEDULE

BIODIVERSITY NET GAIN

1. THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL.

1.1 The Owner covenants with the District Council in respect of the Land that:

1.1.1 No Development shall be Commenced unless and until the Biodiversity Gain Plan has been submitted to and agreed in writing by the District Council and the costs of £300 for approving such plan has been paid to the District Council PROVIDED THAT the District Council is satisfied that:

1.1.1.1 the Biodiversity Gain Plan and completed BNG Metric show a measurable net gain of at least 10% area and linear types;

1.1.1.2 the information, including the Pre-Development Biodiversity Value and the Post-Development Biodiversity Value, presented in the Biodiversity Gain Plan is complete and meets the statutory requirements, and

1.1.1.3 a proportionate description of how enhancements will be managed and monitored

1.1.2 no Development within the Land shall be Commenced until

(a) evidence has been provided to the District Council of the Biodiversity Net Gain that is to be delivered as On Site Biodiversity Areas and/or Offsite Biodiversity Gain

including the management, maintenance, monitoring and reporting of that Biodiversity Net Gain for a minimum of 30 (thirty) years and that the Offsite Biodiversity Gain has been evidenced as allocated to the Development of the Land ; and/or

(b) by means of purchase of Biodiversity Credits for the Development on the Land which has been secured by evidence of a binding agreement for the purchase of such Biodiversity Credits

- 1.2 The Owner covenants that the Biodiversity Gain Plan in respect of the On site Biodiversity Areas and/or the Offsite Biodiversity Gain and/or the Biodiversity Credits 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.

2. MANAGEMENT AND MAINTENANCE OF THE ON SITE BIODIVERSITY AREAS

- 2.1 The Owner covenants with the District Council:

2.1.1 to submit for approval a Biodiversity Management Plan prior to the Occupation of the Development on the Land, which approval shall not be unreasonably withheld or delayed and such approval shall be deemed given where the District Council has not refused approval within 20 (twenty) Working Days after the date when the proposed dates were received by the District Council.

2.1.2 Not to Occupy or permit or allow any Occupation of any Dwellings on the Land until the Biodiversity Management Plan is approved in writing by the District Council and such approval shall be deemed given where the District Council has not refused approval within 20 (twenty) Working Days after the date when the proposed dates were received by the District Council.;

2.1.3 to maintain, manage and monitor the On Site Biodiversity Areas in accordance with the approved or deemed approved Biodiversity Management Plan for a period of 30 years (the "Covenant Period") commencing from the date on which the BNG Certificate of Practical Completion has been issued or deemed issued (the "Covenant Start Date");

2.1.4 following the implementation of the On Site habitat enhancements set out in the Biodiversity Gain 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 issue the 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 Biodiversity Gain 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 Owners shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 3.1.3(a) and issue a BNG Certificate of Practical Completion;

PROVIDED THAT if the District Council fails to inspect the Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue a BNG Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the BNG Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a BNG Certificate of Practical Completion is deemed to have been issued;

2.1.5 to submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 2.1.3 at the following intervals:

- (a) two year anniversary of the Covenant Start Date;
- (b) five year anniversary of the Covenant Start Date;
- (c) ten year anniversary of the Covenant Start Date
- (d) twenty year anniversary of the Covenant Start Date
- (e) thirty year anniversary of the Covenant Start Date

2.1.6 that if any monitoring report submitted pursuant to paragraph 2.1.5 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 Biodiversity Management 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 20(twenty) Working Days after the date when the proposed dates were received by the District Council.

2.2 The Owner may from time to time submit an updated Biodiversity Management Plan to the District Council for approval, and to pay to the District Council its costs of £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 Biodiversity Management Plan where it has not refused approval within 20 (twenty) Working Days after the date when it was received by the District Council.

- 2.3 To pay the District Council's consultant's reasonable and properly incurred costs (to be agreed between the Owners and the District Council) to the District Council for checking and approving the monitoring reports set out in paragraph 2.1.5 prior to the Occupation of the Development
- 2.4 To pay to the District Council the inspection costs of £1000 per inspection and the costs of £300 per approval pursuant to paragraph 2.1.4 prior to the Occupation of the Development.

APPENDIX 1
DRAFT PLANNING PERMISSION

Rydon Homes Ltd
Peter Rainier

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

PERMISSION

REFERENCE: DM/20/4692

DESCRIPTION: PROPOSED ERECTION OF 30 DWELLINGS (30% AFFORDABLE). THERE WILL BE A MIX OF DWELLING TYPES INCLUDING 1 BED APARTMENTS AND 2, 3 AND 4 BED HOUSES. (AMENDED PLANS AND ADDITIONAL SUBMISSION RECEIVED 27/4) (FURTHER INFO AND PLANS - VISIBILITY AND RSA 8/6, TREES 9/6, DRAINAGE AND FRA 18/6 AND LOCATION PLAN 23/6) (DRAINAGE STRATEGY AND HIGHWAYS TECHNICAL NOTE RECEIVED 26/8/21 AND ADDITIONAL HIGHWAYS, ACCESS AND OWNERSHIP INFORMATION SUBMITTED 11/11/21) (TECHNICAL NOTE AND SUPPORTING LETTER RECEIVED 14/9/22, BRIEFING NOTE ON BNG AND REPTILE MITIGATION RECEIVED 6/2/23)

LOCATION: LAND SOUTH OF ST STEPHENS CHURCH, HAMS LAND, HORSTED KEYNES, WEST SUSSEX

DECISION DATE: 13 JUL 2023

CASE OFFICER: STUART MALCOLM - STUART.MALCOLM@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:-

1. Time Limit

The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2. Pre-development

Prior to the commencement of any development above ground/slab level a schedule of materials and finishes to be used for the external facings of the proposed buildings shall have been submitted to and approved by the Local Planning Authority. The materials should be based on the High Weald Colour Study and High Weald Design Guide, should reflect those used in the local area and be locally sourced where possible.

The works shall be carried out in accordance with the approved details unless otherwise agreed with the Local Planning Authority in writing.

Reason: To achieve a development of visual quality in the AONB and to accord with Policies DP16 and DP26 of the Mid Sussex District Plan and Policy HK4 of the Neighbourhood Plan.

3. Prior to the commencement of any development above ground/slab level a scheme of soft landscaping for the site drawn to a scale of not less than 1:200 shall have been submitted to and approved in writing by the Local Planning Authority. The soft landscaping details shall include additional planting along the boundaries of the site, planting plans using native species - in particular to replace ash trees lost to dieback disease - that are locally sourced where possible, written specifications (including cultivation and other operations associated with plant and grass establishment), schedules of plants noting species, plant sizes and proposed numbers/ densities and details of a long term management plan for the trees and hedgerows as well as any other soft landscaped area within the application site that does not fall within private gardens and that accords with the provisions of the LEMP.

The approved scheme of soft landscaping works shall be implemented not later than the first planting season following commencement of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority). Any planting removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season thereafter with planting of similar size and species unless the Local Planning Authority gives written consent for any variation.

Reason: To achieve a development of visual quality in the AONB and to accord with Policies DP16, DP26 and DP37 of the Mid Sussex District Plan and Policy HK4 of the Neighbourhood Plan.

4. Prior to the commencement of any development above ground/slab level a scheme a hard landscaping scheme for the site shall have been submitted to and approved in writing by the Local Planning Authority. These details shall include all hard surfacing materials, means of enclosure and other boundary treatments, car parking layouts, other vehicle and pedestrian access and circulation areas, hard surfacing materials, minor artefacts and structures (for example the pumping station, refuse and / or other storage units, lighting and similar features, any retaining structures). The scheme shall also have reference to the High Weald Design Guide and ensure that close board fences are not used as garden boundaries where they would be viewed from public areas.

The scheme shall be implemented prior to the occupation of any part of the development (or within such extended period as may first be agreed in writing with the Local Planning Authority).

Reason: To achieve a development of visual quality in the AONB, to protect neighbouring residential amenity and to accord with Policies DP16 and DP26 of the Mid Sussex District Plan and Policy HK4 of the Neighbourhood Plan.

5. Prior to commencement of development (including any demolition, groundworks and site clearance but excluding any ecological work the scope of which must first be confirmed and approved in writing by the Local Planning Authority) an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The Statement should include details of the following:
 - a. Measures for the protection of those trees and hedges on the application site that are to be retained;
 - b. Details of all construction measures within the 'Root Protection Area' of those trees on the application site which are to be retained specifying the position, depth, and method of construction/installation/excavation of service trenches, building foundations, hardstanding, roads and footpaths;
 - c. A schedule of proposed surgery works to be undertaken to those trees and hedges on the application site which are to be retained.

The development shall be carried out in accordance with the approved Method Statement unless agreed in writing by the Local Planning Authority.

Reason: To achieve a development of visual quality in the AONB and to accord with Policies DP16, DP26 and DP37 of the Mid Sussex District Plan and Policy HK4 of the Neighbourhood Plan.

6. Prior to the commencement of any development above ground/slab level details of the proposed foul and surface water drainage and means of disposal shall have been submitted to and approved in writing by the local planning authority. The details shall include the delivery of SuDS in the southern part of the site, a timetable for its implementation and a management and maintenance plan for the lifetime of the development which shall include arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime. Maintenance and management during the lifetime of the development should be in accordance with the approved details.

No building shall be occupied until all the approved drainage works have been carried out in accordance with the approved details.

Reason: To ensure that the proposal is satisfactorily drained and to accord with Policy DP41 of the District Plan Policy HK12 of the Neighbourhood Plan and the NPPF.

7. No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the Planning Authority. The development shall proceed in accordance with the agreed details.

Reason: In the interests of archaeology and heritage assets and to accord with Policy DP34 of the District Plan and the NPPF.

8. Prior to the commencement of the development a Construction Management Plan (CMP) shall be submitted to and approved in writing by the Local Planning Authority.

The Construction Environmental Management Plan shall include amongst other matters details of:

- measures to control noise or vibration affecting nearby residents;
- artificial illumination;
- dust control measures;
- pollution incident control and site contact details in case of complaints.
- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.

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

Reason: in the interests of highways safety and to protect the amenity of local residents and to accord with Policies DP21 and DP26 of the District Plan and Policy HK5 of the Neighbourhood Plan.

9. Prior to the commencement of any development above ground/slab level details, a scheme of mitigation measures to improve air quality relating to the development shall be submitted to, 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 application. 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.

Reason: to preserve the amenity of local residents regarding air quality and emissions and to accord with Policy DP26 of the District Plan and Policy HK5 of the Neighbourhood Plan

10. Prior to the commencement of the development a Non-Licensed Great Crested Newt Precautionary Method Statement shall be submitted to and approved in writing by the local planning authority. This will contain precautionary mitigation measures and/or works to reduce potential impacts to Great Crested Newt during the construction phase. The measures and/works shall be carried out strictly in accordance with the approved details and shall be retained in that manner thereafter.

Reason: 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 (Priority habitats & species) and to accord with Policy DP38 of the District Plan and HK10 of the Neighbourhood Plan.

11. The development hereby permitted shall not commence unless and until a construction environmental management plan (CEMP: Biodiversity) shall be

submitted to and approved in writing by the local planning authority. 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) 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 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 and Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats and species) and to accord with Policy DP38 of the District Plan and HK10 of the Neighbourhood Plan.

12. Prior to the commencement of any development above ground/slab level details a Biodiversity Net Gain Design Stage Report, shall be submitted to and approved in writing by the local planning authority, which provides measurable biodiversity net gain detailed in the Briefing Note: Biodiversity Net Gain Assessment and Reptile Mitigation Strategy (Ecology Solutions, July 2022) Briefing Note: Ecology Response (Ecology Solutions, May 2023), using the DEFRA Biodiversity Metric 3.1 or any successor.

The content of the Biodiversity Net Gain report should include the following:

- o Baseline data collection and assessment of current conditions on site;
- o A commitment to measures in line with the mitigation hierarchy and evidence of how BNG Principles have been applied to maximise benefits to biodiversity;
- o Provision of the full BNG calculations, with plans for pre and post development and detailed justifications for the choice of habitat types, distinctiveness and condition, connectivity and ecological functionality;
- o Details of the implementation measures and management of proposals;
- o Details of any off-site provision to be secured by a planning obligation or conservation covenant or contractual agreement;
- o Details of the monitoring and auditing measures.

The proposed enhancement measures shall be implemented in accordance with the approved details and shall be retained in that manner thereafter."

Reason: In order to demonstrate measurable biodiversity net gains and allow the LPA to discharge its duties under the NPPF (2021) and to accord with Policy DP38 of the District Plan, Policy SA GEN of the Site Allocations DPD and HK10 of the Neighbourhood Plan.

13. Prior to the commencement of any development above ground/slab level details a Biodiversity Enhancement Layout, providing the finalised details and locations of the enhancement measures contained within the Briefing Note: Onsite Habitat Management Measures (Ecology Solutions, May 2023), Briefing Note: Offsite Habitat Management Measures (Ecology Solutions, May 2023), Briefing Note: Biodiversity Net Gain Assessment and Reptile Mitigation Strategy (Ecology Solutions, July 2022)) and Ecological Assessment (Ecology Solutions, December 2020) shall be submitted to and approved in writing by the local planning authority.

The plan shall include provisions for, and results of, an updated badger survey to be undertaken within the 3 months prior to the commencement of development and a licence to be obtained if there is any evidence that development would damage or destroy a sett or disturb badgers whilst occupying a sett (including noise and vibration from earth moving machinery).

The enhancement measures shall be implemented in accordance with the approved details prior to occupation and all features shall be retained in that manner thereafter.

Reason: To enhance Protected and Priority Species and allow the LPA to discharge its duties under the s40 of the NERC Act 2006 (Priority habitats & species) and to accord with Policy DP38 of the District Plan, Policy SA GEN of the Site Allocations DPD and HK10 of the Neighbourhood Plan.

14. Prior to the commencement of any development above ground/slab level, a Landscape and Ecological Management Plan (LEMP) shall have been submitted to and approved in writing by the local planning authority. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details and prior to the occupation of any dwellings.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife and Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats and species) and to accord with Policy DP38 of the District Plan and HK10 of the Neighbourhood Plan.

15. Prior to the commencement of any development above ground/slab level details showing the proposed location of one fire hydrant or stored water supply (in accordance with the West Sussex Fire and Rescue Guidance Notes) 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.

Reason: In the interests of amenity and in accordance with The Fire and Rescue Service Act 2004.

16. No development shall take place above slab level unless and until the applicant has submitted a Sustainability Statement that sets out clearly what sustainable measures will be incorporated into the development aimed at minimising the amount of energy that the buildings will use.

Reason: In the interests of sustainability and to accord with Policy DP39 of the District Plan, Policy SA GEN of the Site Allocations DPD and Policy HK11 of the Neighbourhood Plan.

17. No development shall take place unless and until full details of the existing and proposed site levels (to include finished floor 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 or amenities of existing or future residents and to accord with Policy DP26 of the District Plan and HK4 of the Neighbourhood Plan.

18. Construction

Construction work on the site, including the use of plant and machinery, necessary for implementation of this consent shall, unless otherwise agreed in writing, 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 District Plan and HK5 of the Neighbourhood Plan.

19. Deliveries or collection of plant, equipment or materials for use during the construction phase shall, unless otherwise agreed in writing, be limited to the following times:

Monday to Friday: 08:00 - 18:00 hours;

Saturday: 09:00 - 13:00 hours

Sunday & Public/Bank holidays: None permitted

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the District Plan and HK5 of the Neighbourhood Plan.

20. All mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Briefing Note: Onsite Habitat Management Measures (Ecology Solutions, May 2023), Briefing Note: Ecology Response (Ecology Solutions, May 2023), Ecological Assessment (Ecology Solutions, December 2020) and the Briefing Note: Biodiversity Net Gain Assessment and Reptile Mitigation Strategy (Ecology Solutions, July 2022)), as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This will include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details."

Reason: To conserve and enhance 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 (Priority habitats & species) and to accord with Policy DP38 of the District Plan and HK10 of the Neighbourhood Plan.

21. The development shall be constructed in accordance with the applicant's Site Waste Management Plan (November 2020).

Reason: In the interests of sustainability and to accord with Policy DP39 of the District Plan, Policy SA GEN of the Site Allocations DPD and Policy HK11 of the Neighbourhood Plan.

22. Pre-Occupation/Use of buildings

A minimum of 20 percent of the dwellings shall be built to meet national standards for accessibility and adaptability (Category M4(2) of the Building Regulations). These shall 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.

23. No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved in writing by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies and to accord with Policy DP21 of the District Plan.

24. A lighting design scheme for biodiversity and protecting the dark skies of the AONB (Institute of Lighting Professionals recommended light control zone E1) shall be submitted to and approved in writing by the local planning authority. The scheme shall identify those features on site that are particularly sensitive for bats and that are

likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed (through the provision of appropriate lighting contour plans, Isolux drawings and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

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 allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife and Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats and species), to protect neighbouring residential amenity and the AONB and to accord with Policies DP16, DP26 and DP38 of the District Plan.

25. Prior to the first occupation of any dwelling/residential 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 The Fire & Rescue Service Act 2004.

26. Before the development hereby permitted is occupied, details of the refuse and recycling shall be provided as part of the development in accordance with elevational drawings of any enclosures where relevant to first be submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the appearance of the development and to accord with Policy DP26 of the District Plan and HK4 of the Neighbourhood Plan.

27. The development hereby permitted shall not be occupied/brought into use until the following components of a scheme to deal with the risks associated with contamination of the site have each been submitted to and approved, in writing, by the local planning authority:

- a) A preliminary risk assessment which has identified:
 - o all previous uses
 - o potential contaminants associated with those uses
 - o a conceptual model of the site indicating sources, pathways and receptors
 - o potentially unacceptable risks arising from contamination at the site

and unless otherwise agreed in writing by the LPA,

b) A site investigation scheme, based on (a) 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,

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

and, unless otherwise agreed in writing by the LPA,

d) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (c) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

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 accord with the NPPF.

28. No part of the development shall be first occupied until such time as the vehicular access, footway and dropped kerb/tactile paved crossings serving the development have been constructed in accordance with the details shown on the drawing titled Proposed Site Access and Visibility Splay and numbered JNY1008403 Rev G.

Reason: In the interests of road safety and to accord with Policy DP21 of the District Plan and SA GEN and SA29 of the Site Allocations DPD.

29. No part of the development shall be first occupied until visibility splays of 2.4 metres by 35 metres east and 2.4 metres by 36.1m west have been provided at the proposed site vehicular access onto Hamsland in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: In the interests of road safety and to accord with Policy DP21 of the District Plan and SA GEN and SA29 of the Site Allocations DPD.

30. No part of the development shall be first occupied until the vehicle parking and turning spaces have been constructed in accordance with the approved plan. These spaces shall thereafter be retained for their designated use.

Reason: To provide adequate on-site car parking and turning space for the development and to accord with Policy DP21 of the District Plan and SA GEN and SA29 of the Site Allocations DPD.

31. No part of the development shall be first occupied until such time as the Travel Information Pack has been submitted to and approved in writing by the Local Planning Authority.

Reason: To encourage and promote sustainable transport and to accord with Policy DP21 of the District Plan and SA GEN and SA29 of the Site Allocations DPD.

32. Post-occupation / management

Notwithstanding the provisions of The Town and Country Planning (General Permitted Development) (England) Order 2015 or as amended in the future no windows or other openings (other than those shown on the plans hereby approved) shall be formed in the ground floor of the north west elevation of Plot 5 (as shown on the approved plan) without the prior specific grant of planning permission by the Local Planning Authority.

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the District Plan and HK5 of the Neighbourhood Plan.

33. 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 Applications'.

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

INFORMATIVES

1. 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.
2. No burning of demolition/construction waste materials shall take place on site.
3. 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.
4. You are advised to consult with the Parish Council to discuss with them the draft Construction Management Plan, prior to this being formally submitted to the District Council for approval.
5. 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.
6. The applicant is advised that the erection of temporary directional signage should be agreed with the Local Traffic Engineer prior to any signage being installed. The applicant should be aware that a charge will be applied for this service.
7. In accordance with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the

Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

8. The applicant is advised that in respect of condition 16 (sustainability statement) it is expected that the possibility of introducing renewable energy technology into the scheme will be fully explored and discussed in the submissions. The results of this approach will be submitted as part of the statement with renewable technologies subsequently incorporated into the scheme where possible.

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
Location Plan	1044-FA-01	A	23.06.2021
Proposed Site Plan	1044-FA-02	Rev B	27.04.2021
Site Plan	1044-FA-03	Rev B	27.04.2021
Planning Layout	1044-FA-04	Rev B	27.04.2021
Parking Layout	1044-FA-05	Rev B	27.04.2021
General	1044-FA-06	Rev B	27.04.2021
General	1044-FA-07	Rev B	27.04.2021
Tree Survey	1044-FA-08	Rev B	27.04.2021
Street Scene	1044-FA-100		21.12.2020
Survey	HHK/1760/1 of 3a		21.12.2020
Survey	HHK/1760/2 of 3a		21.12.2020
Survey	HHK/1760/3 of 3a		21.12.2020
Proposed Floor Plans	1044-FA-10B	Rev B	27.04.2021
Proposed Floor Plans	1044-FA-10		21.12.2020
Proposed Elevations	1044-FA-11A	Rev B	27.04.2021
Proposed Elevations	1044-FA-11B	Rev B	27.04.2021
Proposed Floor Plans	1044-FA-12	Rev A	27.04.2021
Proposed Elevations	1044-FA-13	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-14		21.12.2020
Proposed Elevations	1044-FA-15	Rev B	27.04.2021
Proposed Floor Plans	1044-FA-16	Rev A	27.04.2021
Proposed Elevations	1044-FA-17	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-18	Rev A	27.04.2021
Proposed Elevations	1044-FA-19	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-20		21.12.2020
Proposed Elevations	1044-FA-21		21.12.2020
Proposed Floor Plans	1044-FA-22	Rev A	27.04.2021
Proposed Elevations	1044-FA-23	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-24		21.12.2020
Proposed Elevations	1044-FA-25		21.12.2020

Proposed Floor Plans	1044-FA-26	Rev A	27.04.2021
Proposed Elevations	1044-FA-27	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-28A	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-28B	Rev A	27.04.2021
Proposed Elevations	1044-FA-29A	Rev A	27.04.2021
Proposed Elevations	1044-FA-29B	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-30	Rev A	27.04.2021
Proposed Elevations	1044-FA-31	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-32	Rev A	27.04.2021
Proposed Elevations	1044-FA-33	Rev B	27.04.2021
Proposed Elevations	1044-FA-35	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-36	Rev A	27.04.2021
Proposed Elevations	1044-FA-37	Rev A	27.04.2021
Proposed Floor Plans	1044-FA-38	Rev A	27.04.2021
Proposed Elevations	1044-FA-39	Rev A	27.04.2021
Proposed Floor and Elevations Plan	1044-FA-40	A	04.01.2021
Proposed Floor Plans	1044-FA-34B	Rev B	27.04.2021
General	1044-FA-201		27.04.2021
Proposed Floor Plans	1044-FA-34A	Rev A	27.04.2021
Access Plan	JNY10084/03	G	14.09.2022
Access Plan	JNY10084/33	A	14.09.2022
Access Plan	JNY10084/30	B	14.09.2022
Access Plan	JNY10084/04	F	14.09.2022
Access Plan	JNY10084/32		14.09.2022
Access Plan	JNY10084/31		14.09.2022

SA Blenheim

Assistant Director Planning and Sustainable Economy

NB: IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS FORM

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](https://www.gov.uk).

APPENDIX 2
FORM OF DRAFT NOMINATION AGREEMENT

DATED

202[]

[] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as []

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 and Affordable Rented 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];

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 23.1;

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)];

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;

Local Connection Criteria means the criteria set out in para 14

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;

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;

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);

Other Eligible Person means a person selected by the Registered Provider in accordance with this Agreement and who is in need of Affordable Housing;

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;

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;

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 5;

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 7]) 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 SENSITIVE LETS

- 5.1 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.
- 5.2 Within five (5) Working Days of receipt of written notice pursuant to clause 5.1 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.
- 5.3 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.
- 5.4 Should the District Council fail to respond to the Registered Provider in accordance with clause 5.2 then the Void Rented Unit shall be deemed to be a Sensitive Let.

6 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

6.1 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:-

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

6.1.2 a Management Transfer

6.2 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:-

6.2.1 a mutual exchange; or

6.2.2 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 6.1 and 6.2 will not affect the District Council's future nomination rights under clause 4.

7 REJECTION OF NOMINEES

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

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

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

7.1.3 the Nominee is not considered suitable for a Sensitive Let in accordance with clause 5

7.1.4 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;

7.2 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 7.1 or 7.2 the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with clause 4 by way of replacement

8 CHOICE BASED LETTING SCHEME

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

9 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.

10 TENANCY TERMS AND LETTINGS POLICY

10.1 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:-

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

10.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

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

10.2.1 tenancy policy;

10.2.2 lettings/allocations policy; and

10.2.3 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.

11 SUPPLY OF INFORMATION AND MONITORING MEETINGS

11.1 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:-

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

11.1.2 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);

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

11.1.4 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

11.2 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:-

11.2.1 any information requested by the District Council pursuant to clause 11.1 shall be provided to it not less than five (5) Working Days prior to any such meeting; and

11.2.2 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)

12 MANAGEMENT AND MAINTENANCE

- 12.1 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.

13 FINANCIAL CONSTRAINTS ON RENTED UNITS

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

- 13.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and
- 13.1.2 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
- 13.1.3 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.
- 13.1.4 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.

14 LOCAL CONNECTION

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

14.1.1 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.

- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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

15 DISPOSAL RESTRICTIONS

- 15.1 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.
- 15.2 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.
- 15.3 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 donee (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).

16 LAND REGISTRY RESTRICTION

16.1 [Clauses 16.1 and 16.2 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].

16.2 [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].

16.3 Immediately following the completion of [this Agreement] OR [registration referred to at clause 16.2 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 155 of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

16.4 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 16.3.

16.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in clause 16.3 must be made in writing to the District Council accompanied by the following information:-

- 16.5.1 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);**
- 16.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;**
- 16.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in clause 16.3);**
- 16.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;**
- 16.5.5 the name of the proposed disponent;**
- 16.5.6 the anticipated completion date of the proposed disposal; and**
- 16.5.7 a copy of any plan to be used with such disposal**

16.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with clause 16.3 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 this clause.

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

- 18 MORTGAGEE PROTECTION

- 18.1.1 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 [

- 19 DISPUTE RESOLUTION

- Page 13

who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute

- 19.2 If the matter cannot be resolved as provided for in clause 19.1 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.
- 19.3 If the matter cannot be resolved as provided for in clause 19.2 then either person referred to in clause 19.2 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.
- 19.4 The parties agree that the decision of the person named in clause 19.3 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).

20 NOTICES

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

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

20.1.2 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

- 20.2 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:-

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

20.2.2 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;

20.2.3 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.

21 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.

22 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.

23 DATA PROTECTION

- 23.1 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;
- 23.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.
- 23.3 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:
- 23.3.1 adhere to all applicable provisions of the Data Protection Legislation;
 - 23.3.2 comply with any notification requirements under the Data Protection Legislation; and
 - 23.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 23.4 Notwithstanding the general obligation in clause 23.3, 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.
- 23.5 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.
- 23.6 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.
- 23.7 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 23.7.

- 23.8 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.

24 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

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:-

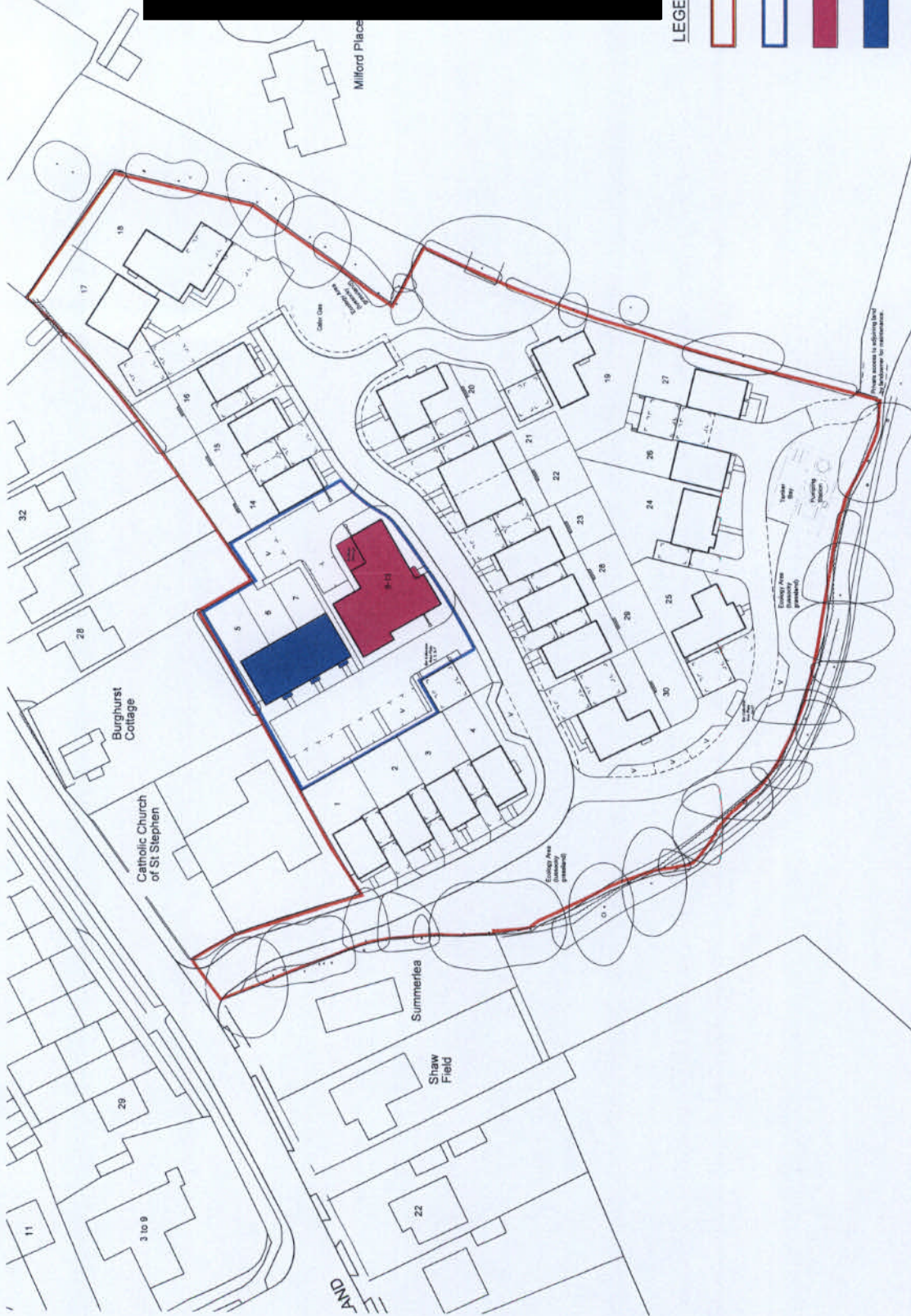
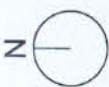
Authorised Officer

APPENDIX 3
THE PLANS



Rev. Description
A Tenure plan

0 10 20 30 40 50m



LEGEND

-  DEVELOPMENT BOUNDARY
-  AFFORDABLE HOUSING LAND
-  AFFORDABLE RENT
-  FIRST HOMES

Rydon Homes Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW
T 01342 825151
E-mail: design@rydon.co.uk



AUTHORISED OFFICER
21353

Land South of St. Stephens Church
Hamsland
Horsted Keynes

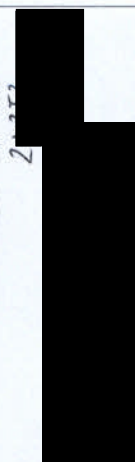
Date: November 2022
Drawn by: PM
Scale: 1:500 @ A2
Rev: A
Drawing No: 1044-L-02

Rev. Description Date By
A Redline adjusted to new Highway boundary 21.06.21 PM



AUTHORISED OFFICER

21.06.21



Land South of St. Stephens Church
Hamsland
Horsted Keynes
Location Plan

Date: July 2020
Drawn by: MAH
Scale: 1:1250 @ A3
Rev: A

Drawing No: 1044-FA-01

Rydon Homes Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW
T 01342 825151
E-mail: design@rydon.co.uk



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:

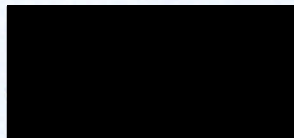
Obligation in Agreement (Please continue on a separate sheet if necessary):

(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:	

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



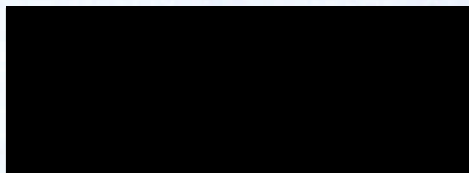
Authorised Officer



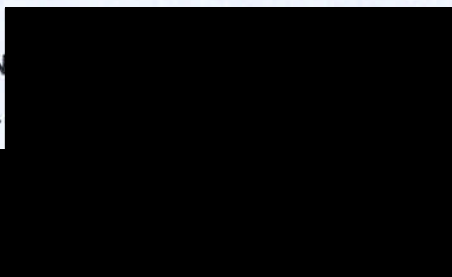
Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-



Authorised Officer



Executed as a Deed by
JASON VIDAL ROBERTS MCCALDIN
in the presence of:-



Signature of witness

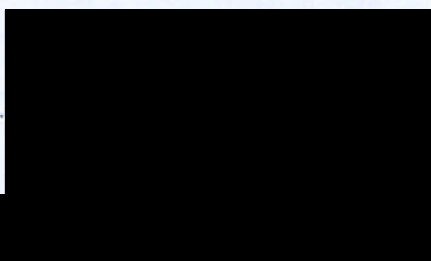
Name (in BLOCK CAPITALS)

Address

Occupation

THE HOLLIES, BEACONSFIELD ROAD,
CHELWOOD GATE, RH17 7LE
EQUESTRIAN MANAGER

Executed as a Deed by
SARAH LOUISE MCCALDIN
in the presence of:-



Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

THE HOLLIES, BEACONSFIELD ROAD,
CHELWOOD GATE, RH17 7LE
EQUESTRIAN MANAGER

Executed as a Deed by
RYDON HOMES LIMITED
acting by two directors:

Name of Director

WARWICK BARNES

Signature of Director

Name of Director

ANNE HALL

Signature of Director