MID SUSSEX
DISTRICT COUNCIL

DATED 19 June **2026**

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

SHIRLEY ANN WILKINSON & STEPHEN JOHN WILKINSON (3)

AND

AMANDA RUTTER & MICHAEL GEORGE RUTTER (4)

AND

CHRISTOPHER PAUL ROOTS & KATE LOUISE ROOTS (5)

AND

NATIONAL WESTMINSTER BANK PLC (6)

PLANNING OBLIGATION
BY WAY OF AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at 9-11 Woodlands Close and Land North of Burleigh Lane Crawley Down RH10 4JZ

JULIE GALVIN

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

REF 8427

THIS DEED is dated the 19th day of June 2026

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) **SHIRLEY ANN WILKINSON & STEPHEN JOHN WILKINSON** of 7 Hazel Close Crawley RH10 4BB ("**the First Owners**")

(4) **AMANDA RUTTER & MICHAEL GEORGE RUTTER** of 9 Woodlands Close Crawley Downs Crawley RH10 4JZ ("**the Second Owners**")

(5) **CHRISTOPHER PAUL ROOTS & KATE LOUISE ROOTS** of 11 Woodlands Close Crawley Downs Crawley RH10 4JZ **("the Third Owners")**

(6) **NATIONAL WESTMINSTER BANK PLC** (company registration number 01824828) whose registered address is at 250 Bishopsgate, London, England, EC2M 4AA **("the Mortgagee")**

BACKGROUND

(A) The First Owners are the registered freehold owners of that part of the Land with title absolute at the Land Registry under title number WSX417980.

(B) The Second Owners are the registered freehold owners of that part of the Land with title absolute at Land Registry under title number WSX236785.

(C) The Third Owners are the registered freehold owners of that part of the Land with title absolute at Land Registry under title number WSX194746.

(D) The Mortgagee has the benefit of a charge dated 18 March 2021 in relation to that part of the Land in the Third Owners' ownership.

(E) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

(F) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.

(G) Burleigh Lane Crawley Down Ltd made the Application for the Development.

(H) The District Council, having regard to the provisions of the District Plan including Policy DP20 (Securing Infrastructure), Policy DP31 (Affordable Housing), the Supplementary Planning Document, the Affordable Housing SPD, and all other material considerations, has resolved 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.

(I) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for financial contributions 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.

(J) 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.

(K) The District Council and the County Council having regard to the Supplementary Planning Document and the Affordable Housing SPD determine the obligations contained in this Deed are necessitated by virtue of the Application.

(L) The Owner and the Mortgagee 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 11.8 and 11.9 and 13 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 (First Homes) of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs that are payable by the First Homes Owner to the Mortgagee (First Homes) under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

"Affordable Housing" means housing to include Social Rented Units or Affordable Rented Units and First Homes or (where agreed) Shared Ownership Housing for 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 the Development having regard to its Allocation Scheme and the Local Connection Criteria (Social Rented Units or Affordable Rented Units) or the Local Connection Criteria (Shared Ownership Housing) or the Local Connection Criteria (First Homes) as the case may be 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 coloured light blue on the Affordable Housing Plan upon which the Affordable Housing Units are to be constructed;

"Affordable Housing Marketing Plan" means a strategy to market the Affordable Housing (save for the First Homes) in accordance with the Affordable Housing Scheme to Registered Providers (which FOR THE AVOIDANCE OF DOUBT shall include the District Council's approved Registered Providers) or such other scheme as approved by the Responsible Officer for Housing;

"Affordable Housing Plan" means the plan annexed to this Deed at APPENDIX 3 with drawing number '*FL24-2191-064*';

"Affordable Housing Scheme"	means the scheme set out in Part Two 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 as may be approved in writing by the Responsible Officer for Housing which scheme shall in any event comply with the Affordable Housing SPD;
"Affordable Housing SPD"	means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25th July 2018;
"Affordable Housing Units"	means 11 Social Rented Units or Affordable Rented Units and 4 First Homes or (where agreed) Shared Ownership Housing (30% of the total number of Dwellings within the Development) together with 26 associated car parking spaces comprising a minimum of one parking space per one and two bedroom Dwellings and a minimum of two parking spaces per three bedroom Dwellings and a minimum of three parking spaces per four bedroom dwellings and gardens / amenity land which 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 Rented Units or Affordable Rented Units) and the Nomination Agreement in the case of the Social Rented Units or Affordable Rented Units the Affordable Housing Scheme and the Eligibility Criteria (National) and the Eligibility Criteria (Local) 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) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a tenancy and **"Affordable Rented"** shall be construed accordingly;
"Allocation Scheme"	means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended. The Local Connection Criteria (Social Rented Units and Affordable Rented Units) and the Local Connection Criteria (Shared Ownership Housing) will be detailed in the Nomination Agreement;
"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 of the Land which was validated by the District Council on 10 July 2025 and allocated reference DM/25/1593;
"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;

"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;
"Chargee"	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Social Rented Units or Affordable Rented Units;
"Chargee's Duty"	means the tasks and duties set out in Paragraph 9 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 forming part of the Development as defined in section 56(4) of the Act SAVE FOR the following for the purposes of this Deed:- (i) demolition and site clearance; (ii) soil tests or other investigations or surveys for the purpose of assessing the degree or extent of any contamination or for the purposes of carrying out of any remedial action required to be taken in respect of any contamination; (iii) archaeological investigations or excavations in accordance with any condition of the Planning Permission; (iv) site investigations or surveys; (v) investigations for the purpose of assessing ground conditions; (vi) remedial work in respect of any adverse ground conditions; (vii) the erection of fences or other means of enclosure around the perimeter of the Land; (viii) temporary access for construction works; (ix) the display of site notices or advertisements; (x) diversion and laying of services; and/or (xi) ecology works, 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 18;
"Community Buildings Contribution"	means the financial contribution of Thirty-Two Thousand Five Hundred and Five pounds (£32,505) 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 11.2 of Part one of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

"County Council Contributions"	means the: • Primary Education Contribution; • the Secondary Education Contribution; • the Sixth Form Education Contribution • the Library Contribution; and • the Total Access Demand Contribution;
"County Council Monitoring Contribution"	means the total sum of Eight Hundred and Ten pounds (£810) 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;
"Deed"	means this Deed;
"Default Interest Rate"	means 4% per annum above the Base Rate of the Bank of England and **Interest** shall be construed accordingly;
"Development"	means the development of the Land by the demolition of numbers 9-11 Woodlands Close together with the demolition of other existing buildings on site and erection of 48 dwellings (Use Class C3) with open space, landscaping, car parking and associated infrastructure including provision of internal access roads and access road onto Woodlands Close 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 12 of Part one of the SECOND SCHEDULE; (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; (c) an Exempt Disposal, and **"Disposed"** and **"Disposing"** shall be construed accordingly;

"District Council Contributions"	means the: • Formal Sport Contribution; • Community Buildings Contribution; • Kickabout Contribution; • Local Community Infrastructure Contribution; • SANG Contribution; • SAMM Contribution; and the • Play Space 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 13 of Part One 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 12 of Part One of the SECOND SCHEDULE;

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

"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 Deed. First Homes shall not be visually distinguishable from the Market Housing Units 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 Housing Units but subject to that requirement, variations to the internal specification of the First Homes shall be permitted;

"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another 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 12 of Part One of the SECOND SCHEDULE;
"First Time Buyer"	means a first time buyer as defined by Paragraph 6 of Schedule 6ZA to the Finance Act 2003;
"First Occupation Date"	means the date on which the Occupation of any Dwelling begins;
"First Occupation Notice"	means the written notice confirming the First Occupation Date referred to in clauses 4.2 and 5.2 and served in accordance with clause 17;
"Formal Sport Contribution"	means the financial contribution of Fifty-Four Thousand Seven Hundred and Eighty pounds (£54,780) 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);
"Habitats Regulations Assessment"	means the assessment undertaken on 20 November 2025 in accordance with the Habitats Regulations to determine the implications of the Development project on the SPA in view of that site's conservation objectives and which has concluded that the project would not have an adverse effect on the integrity of the SPA where suitable contributions towards the Joint SAMM Strategy and the SANG Strategy are made;

"Homes England"	means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;
"Income Cap (National)"	means Eighty Thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

"Index Linked" means

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

Amount Payable = Relevant Amount x (A/B)

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is due 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 payment is due

D is the BCIS Index preceding the date of consultation being 21 October 2025

and "**Indexation**" shall be construed accordingly;

"Kickabout Contribution" means the financial contribution of Thirty-Nine Thousand Four Hundred and Eighty-Four pounds (£39,484) subject to adjustment in accordance with the provision of Paragraph 1.3 of the FIRST SCHEDULE;

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

"Land" means the area edged red shown on the Plan;

"Library Contribution"	means the financial contribution of Twenty-Two Thousand and One Hundred and Eight pounds (£22,108) subject to adjustment in accordance with the provision of Paragraph 3.1 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at East Grinstead Library PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published county wide census statistics published by the Office for National Statistics;
"Local Community Infrastructure Contribution"	means the financial contribution of Thirty-Six Thousand Eight Hundred and Eighty pounds (£36,880) subject to adjustment in accordance with the provision of Paragraph 3.1 of the FIRST SCHEDULE;
"Local Connection Criteria (Social Rented Units or Affordable Rented Units)"	means the criteria included in the Nomination Agreement;

"Local Connection Criteria (First Homes)"	means either (a) or (b) below: (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below: (i) is ordinarily resident within the Mid Sussex District Council's administrative area and has been for a continuous period of not less than 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 "Local Connection Criteria (First Homes)" 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 (First Homes)" which shall apply to that disposal;
"Local Connection Criteria (Shared Ownership Housing)"	means the criteria included in the Nomination Agreement;
"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;
"Market Housing Units"	means any Dwellings to be constructed on the Land pursuant to the Planning Permission which are general market housing for sale on the open market and which are not Affordable Housing Units;

"Market Value"	means the open market value as assessed by a Valuer of a 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 (First Homes)"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;
"National Space Standard"	means the nationally described standard as set out in the document entitled 'Technical housing standards – nationally described space standard', March 2015 issued by the Department for Communities and Local Government (as amended from time to time) or such other successor replacement national space standard;

"Nomination Agreement" means an agreement between the District Council and the Registered Provider under which

a) the District Council exercises its right to nominate prospective occupiers for the Social Rented Units or Affordable Rented Units in accordance with Part VI of the Housing Act 1996 section 159;
b) provides for the District Council to have the right to nominate 100% of the prospective occupiers of the Social Rented Units or Affordable Rented Units on the first letting of a tenancy and (unless otherwise agreed in writing by the Responsible Officer for Housing);
c) provides for the District Council to have the right to nominate 100% of the prospective occupiers of the Social Rented Units or Affordable Rented on any reletting ;
d) shall include the District Council's right to nominate of the grant of each and every Shared Ownership Lease (where the provision of Shared Ownership Units has been agreed in writing with the District Council); and
e) shall substantially be in the form annexed hereto at APPENDIX 2;

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

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

"Occupancy Requirement"

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey (excluding staircases & hallways in the case of duplex flats/coach houses/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m2	58m2	
2	4	70m2	79m2	
3	5		93m2	99m2
3	6		102m2	108m2

"Other Eligible Person" means:

- in the case of a Social Rented Unit Affordable Rented Unit or (if relevant) Shared Ownership Housing 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 Eligibility Criteria (Local) and unless Paragraph 11.2 of Part One of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

"Owner" means together the First Owners Second Owners and Third Owners;

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

"Plan" means the plan identifying the Land with drawing reference '*FL24-2191-050*' and entitled '*Site Location Plan*' annexed to this Deed at APPENDIX 3;

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

"Play Space Contribution" means the financial contribution of Forty-Seven Thousand and Five pounds (£47,005) 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;
"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 Two Hundred and Nine Thousand and Fifty-Two pounds (£209,052) subject to adjustment in accordance with the provision of Paragraph 2.1 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional education infrastructure required to accommodate the extra demands for primary education that would be generated by the Development and to be used towards additional facilities at Crawley Down Village C of E School or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published county wide census statistics published by the Office for National Statistics;

"Protected Occupier" means a person who is Occupying a Social Rented Unit or an Affordable Rented Unit or a Shared Ownership Unit and is a Nominee or Other Eligible Person who:

(a) has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Social or Affordable Rented Unit;

(b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Social or Affordable Rented Unit;

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

"Qualifying Trigger" means any trigger contained in this Deed that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council;

"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;

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

"Rentcharge"	means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of a Dwelling for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and **"Rentcharges"** shall be construed accordingly;
"Responsible Officer for Housing"	means the District Council's Assistant Chief Executive or such person as the District Council may nominate in her place from time to time;
"RPI Index"	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;
"SAMM Contribution"	means Fifty-three Thousand Eight Hundred and Twenty pounds (£53,820) towards the Joint SAMM strategy in relation to Ashdown Forest SPA;
"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 Two Hundred and Forty-One Thousand Six Hundred and Thirty-Eight pounds (£241,638) calculated in accordance with the SANG Strategy and subject to adjustment by the application of Indexation;
"SANG Land"	means an area of land known as the Hill Place Farm SANG situated within Mid Sussex which is within the freehold ownership of the District Council, which has been designated as SANG Land;
"SANG Strategy"	means prioritisation approach to SANG capacity for the strategic SANG on the SANG Land dated 1st September 2022;
"Scheme"	means active travel and public transport improvements across Crawley Down which promote sustainable movement to surrounding infrastructure;

"Secondary Education Contribution"	means the financial contribution of Two Hundred and Five Thousand Three Hundred and Eighty-One pounds (£205,381) subject to adjustment in accordance with the provision of Paragraph 2.3 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 education infrastructure required to accommodate the extra demands for secondary education that would be generated by the Development and to be used towards additional facilities at Imberhorne School or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published county wide census statistics published by the Office for National Statistics;
"Shared Ownership Housing"	means Affordable Housing Units to be occupied by Other Eligible Persons whereby such a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit in accordance with the Shared Ownership Lease as may be agreed in writing with the Responsible Officer for Housing;
"Shared Ownership Lease"	means a Shared Ownership Lease in accordance with the guidelines and requirements of Homes England and substantially in the form of the Shared Ownership Model Lease;
"Shared Ownership Model Lease"	means the appropriate form of model lease for a Shared Ownership Unit (whether a flat or a house) published by Homes England (as may be amended or updated by Homes England from time to time);

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

"Sixth Form Education Contribution"	means the financial contribution of Forty-Four Thousand Three Hundred and Sixty-Two pounds (£44,362) subject to adjustment in accordance with the provision of Paragraph 2.5 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional education infrastructure required to accommodate the extra demands for sixth form education that would be generated by the Development and to be used towards additional facilities at Imberhorne School Sixth Form or another sixth form facility in the planning area of East Grinstead should this be more suitable at the time that the contribution is made PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published county wide census statistics published by the Office for National Statistics;
"SPA"	means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);
"Supplementary Planning Document"	means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted by the District Council on the 25th July 2018;
"Tenancy"	means in relation to Social Rented Units 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 One Hundred and Eighty-Eight Thousand Eight Hundred and Twenty-Five pounds (£188,825) subject to adjustment in accordance with the provision of Paragraph 1.1 of the THIRD SCHEDULE and which is calculated which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme and is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published county wide census statistics published by the Office for National Statistics;
"Total Access Demand Methodology"	means the methodology developed by the County Council and adopted by the District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of the 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; and
"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 Mortgagee 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 Mortgagee 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

The obligations set out within this are conditional upon:

3.1. The grant of the Planning Permission; and

3.2. The Commencement of Development,

SAVE FOR this clause and Clauses 1 (Definitions) 2 (Legal Basis) 8 (Mortgagee's Consent) 9 (Release) 10 (Local Land Charge) 11.1 (District Council legal costs) 11.3 (County Council legal costs and monitoring fee) 12 (interest) 13 (ownership) 14 (no fetter) 15 (waiver) 16 (agreements and declarations) 17 (notices) 18 (third party rights) 19 (disputes) 20 (delivery) and 21 (governing law) of this Deed shall come into effect immediately upon completion of this Deed and FURTHER SAVE FOR Clauses 4.1 and 5.1 (pre-Commencement notices) 4.3 and 5.3 (observe and perform) 6 (District Council covenants) 7 (County Council covenants) 11.2 (District Council monitoring fee) Schedule Two Part One Paragraph 2 (affordable housing cascade) Schedule Two Part One Paragraph 4.1 (provision of information) which are conditional upon the grant of Planning Permission.

4. OWNERS 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 First Occupation Notice to the District Council not less than 10 Working Days before the First Occupation Date; and

4.3. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. OWNERS 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; and

5.2. to give the First Occupation Notice to the County Council not less than 10 Working Days before the First Occupation Date; and

5.3. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

6. COVENANTS BY THE DISTRICT COUNCIL

6.1 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

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

8. MORTGAGEE'S CONSENT

8.1 The Mortgagee consents to the completion of this Deed and acknowledges and declares that from the date of this Deed its interest in the Land shall be bound by the terms of this Deed.

8.2 The Mortgagee, when acting as a mortgagee in possession under the terms of their charge, shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of all or any 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.

9. RELEASE

9.1 No person shall be liable for any breach of any of this Deed after parting with their interest in that part of the Land on which the breach occurs, except in respect of any breach subsisting prior to parting with such interest.

9.2. No person or company or their mortgagees or chargees 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 Rented Units or Affordable Rented Units or (where agreed) Shared Ownership 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 One of the SECOND SCHEDULE (First Homes).

10. LOCAL LAND CHARGE

10.1 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 Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

11.2. The Owner shall pay to the District Council the sum of Two Thousand Three Hundred and Fifty pounds (£2,350) as a contribution towards the District Council's costs of monitoring the implementation of this Deed to be paid within 10 Working Days of the Commencement of Development.

11.3. The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the County Council Monitoring Contribution.

12. INTEREST ON LATE PAYMENT

12.1 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 First Owners warrant that no person other than the First Owners have any legal or equitable interest in the Land which is within their ownership save as shown on HM Land Registry title register number WSX417980.

13.2. The Second Owners warrant that no person other than the Second Owners have any legal or equitable interest in that part of the Land which is within their ownership save as shown on HM Land Registry title register number WSX236785.

13.3. The Third Owners warrant that no person other than the Third Owners and the Mortgagee have any legal or equitable interest in that part of the Land which is within their ownership save as shown on HM Land Registry title register number WSX194746.

13.4. The Owner agrees to give the District Council and the County Council written notice of any change in ownership of any of its interests in the Land within 10 Working Days of such change 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 SAVE THAT this provision shall not apply to individual owner occupiers of a Dwelling.

14. NO FETTER OF DISCRETION

14.1 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

15.1 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;

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, 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 [ ] 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 obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.

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

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

18.1 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 ("**an Expert**");

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

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

20.1 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

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

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

FIRST SCHEDULE

COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

1. Leisure Contributions

1.1. To pay to the District Council prior to the First Occupation Date the Formal Sport Contribution and such sum shall be Index Linked.

1.2. To pay to the District Council prior to the First Occupation Date the Play Space Contribution and such sum shall be Index Linked.

1.3. To pay to the District Council prior to the First Occupation Date the Kickabout Contribution and such sum shall be Index Linked.

1.4. Not to First Occupy the Development unless and until the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.

2. Community Buildings Contribution

2.1. To pay to the District Council prior to the First Occupation Date the Community Buildings Contribution and such sum shall be Index Linked.

2.2. Not to First Occupy the Development unless and until the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

3. Local Community Infrastructure Contribution

3.1. To pay to the District Council prior to the First Occupation Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.

3.2. Not to First Occupy the Development unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

4. SANG and SAMM Contributions

4.1. To pay to the District Council prior to the First Occupation Date the SANG Contribution and such sum shall be Index Linked.

4.2. To pay to the District Council prior to the First Occupation Date the SAMM Contribution and such sum shall be Index Linked.

4.3 Not to First Occupy the Development unless and until the SANG Contribution and the SAMM Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.

SECOND SCHEDULE

COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

PART ONE: AFFORDABLE HOUSING

The Owner covenants with the District Council so as to bind its interest in the Land as follows:

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 unless otherwise agreed pursuant to this Deed.

1.2 SUBJECT TO Paragraph 2 of Part One of this Schedule not to 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 Rented Units or Affordable Rented Units and Shared Ownership Housing (as the case may be); and

1.2.2 the Owner has entered into an unconditional and binding contract to Transfer the Social Rented Units or Affordable Rented Units and Shared Ownership Housing (as the case may be) and associated land 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 Cascade

2.1 Prior to Commencement of the Development the Owner shall agree in writing with the Responsible Officer for Housing the Affordable Housing Marketing Plan (such agreement not to be unnecessarily withheld or delayed).

2.2 If after a marketing period of 10 weeks from the written approval of the Affordable Housing Marketing Plan or the date on which all Registered Providers approached as agreed in the Affordable Housing Marketing Plan have made a formal response there is no Registered Provider willing to make an offer to contract for the Affordable Housing Units (save for First Homes) the Owner shall provide the reasons and such documentation as the Responsible Officer for Housing may request showing the reasons for no Registered Provider being willing to contract.

2.3 In the event the Responsible Officer for Housing is satisfied with the documentation provided (such satisfaction not to be unreasonably withheld or delayed) within 10 Working Days of receipt of the documentation then Paragraph 2.7 of Part One of this Schedule shall apply.

2.4 In the event the Responsible Officer for Housing does not respond with in the period specified in Paragraph 2.3 above then Paragraph 2.7 of Part One of this Schedule shall apply.

2.5 In the event the Responsible Officer for Housing is not reasonably satisfied they shall confirm in writing their reasons and the Owner shall re-market for an additional 8 weeks or the date on which all Registered Providers approached as agreed in accordance with the Affordable Housing Marketing Plan have made a formal response in accordance with the Affordable Housing Marketing Plan and the Responsible Officer for Housing's recommendations.

2.6 In the event after the period set out in Paragraph 2.5 above the Owner is still unable to find a Registered Provider willing to make an offer to contract then the provisions of Paragraph 2.7 of Part One of this Schedule below shall apply.

2.7 The Owner may adjust the tenure split and re-market for an additional 8 weeks in accordance with the Affordable Housing Marketing Plan.

2.8 If there is still no Registered Provider willing to make an offer to contract the Affordable Housing Units (save for First Homes) then the Owner may deliver all of the Affordable Housing Units as First Homes or Shared Ownership Housing.

2.9 FOR THE AVOIDANCE OF DOUBT for the purposes of Part One of this Schedule the Owner shall not be obliged to contract with a Registered Provider other than on reasonable terms.

2.10 In the event a prospective Registered Provider can be secured through the Affordable Housing Marketing Strategy but the tenure mix in relation to the Affordable Housing requires subsequent amendment then upon written notification to the District Council the prospective Registered Provider may adjust the tenure of the Affordable Housing to provide any tenure split utilising Affordable Rented Units or Social Rent Units or Shared Ownership Units at the Registered Provider's absolute discretion if so evidenced in writing to the District Council.

2.11 For avoidance of doubt in the event that the Owner is unable to secure a Registered Provider to deliver the Affordable Housing Units after amending the tenure mix they will be required to seek a Deed of Variation for the provision of a commuted sum.

3 Restrictions on occupation

3.1 No more than 50% of the Market Housing Units shall be Occupied until all of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) 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.

3.2 No more than 50% of the Market Housing Units shall be Occupied until the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) and associated land have been Transferred to a Registered Provider.

4 Provision of Information

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

5 Provisions relating to the standards of the Affordable Housing

5.1 That the Social Rented Units and the Affordable Rented Units and First Homes shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet:

5.1.1 the mandatory standards in relation to design, construction and accessibility required by Homes England; and

5.1.2 the standards set out in the Affordable Housing SPD; and

5.1.3 the National Space Standard; and

5.1.4 all First Homes shall also be constructed to no less than the standard applied to the Market Housing Units.

6 Provisions relating to Affordable Housing to be transferred to a Registered Provider

6.1 That the Transfer of the Social Rented Units 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.

6.2 The Owner covenants with the District Council that the Transfer of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) pursuant to Paragraph 6.1 shall contain the following:

6.2.1 the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Social Rented Units or Affordable Rented Units or Shared Ownership Units (if any) and associated land;

6.2.2 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);

6.2.3 such other terms as the Owner agrees with the Registered Provider.

7 Nomination Rights

7.1 That none of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) 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 Rented Units or Affordable Rented Units. The Local Connection Criteria (Social Rented Units or Affordable Rented Units) and the Local Connection Criteria (Shared Ownership Housing) will be detailed in the Nomination Agreement

8 Use of the Social Rented Units and the Affordable Rented Units

8.1 Subject to Paragraphs 8.2 and 9 that from the date of Practical Completion of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) 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.

8.2 The covenant set out in Paragraph 8.1 shall not be binding on or enforceable against:

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

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

PROVIDED THAT if any successor in title to the Protected Occupier (as referred to in Paragraph 8.2.1) or the Chargee (as referred to in Paragraph 8.2) is a Registered Provider or any other provider of Affordable Housing the provisions of Paragraph 8.1 shall thereupon become enforceable against the said Registered Provider or other provider of Affordable Housing and their successors in title subject as provided herein.

9 Chargee Clause

9.1 Prior to seeking to dispose of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) (or any one or more of them) and the associated land 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:

9.1.1 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 9.2 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

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

9.2 In the event of a default under any security referred to in Paragraph 9.1 or in other circumstances warranting the intervention of Homes England nothing in this Deed shall prevent the transfer of the Social Rented Units or Affordable Rented Units and Shared Ownership Units (if any) or any one or more of them (as the case may be) to another Registered Provider or alternative Affordable Housing provider (in either case approved in writing by the Responsible Officer for Housing) or to the District Council subject to the Social Rented Units or Affordable Rented Units and associated land remaining bound by the provisions of this Deed.

10 Notices

10.1 Without prejudice to the provisions of Paragraphs 1 to 9 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.

11 FIRST HOMES

DELIVERY MECHANISM

11.1 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:

11.1.1 the Eligibility Criteria (National); and

11.1.2 the Eligibility Criteria (Local)

11.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months after Practical Completion of the said First Homes) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), Paragraph 11.1.2 shall cease to apply.

11.3 Subject to Paragraphs 11.6 to 11.10, 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 (First Homes)

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

11.4.1 The District Council has been provided with evidence that:

11.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless Paragraph 11.2 applies meets the Eligibility Criteria (Local)

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

11.4.1.3 the transfer of the First Home includes:

a) a definition of the "*District Council*" which shall be Mid Sussex District Council [1]

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

"*means the provisions set out in Paragraph 11, 12 and 13 of Part One 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

d) a copy of the First Homes Provisions in an Annexure

11.4.2 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 11.3 and 11.4.1 have been met

11.5 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"

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

11.6.1 the Dwelling has been actively marketed as a First Home for three (3) months in accordance with Clauses 11.1 and 11.2 (and in the case of a first Disposal the three (3) months shall be calculated from a date no earlier than three (3) months after Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with Paragraphs 11.3 and 11.4.1; or

11.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in Paragraph 11.6.1 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,

11.7 Upon receipt of an application served in accordance with Paragraph 11.6 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,

11.8 If the District Council is satisfied that either of the grounds in Paragraph 11.6 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 11.6 that the relevant Dwelling may be Disposed of:

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

11.8.2 (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 11.10 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.

11.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in Paragraph 11.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with Paragraph 11.6 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 three (3) 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 11.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

11.10 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 11.8 or 11.9 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

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

11.11.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in Paragraph 11.5 where such restriction has previously been registered against the relevant title

11.11.2 apply all monies received towards the provision of Affordable Housing

11.12 Any person who purchases a First Home free of the restrictions in Paragraphs 11 and 12 of Part One of the Second Schedule of this Deed pursuant to the provisions in Paragraphs 11.9 and 11.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

12. FIRST HOMES USE

12.1 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 12.2 – 12.5 below.

12.2 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.

12.3 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.

12.4 A letting or sub-letting permitted pursuant to Paragraph 12.2 or 12.3 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.

12.5 Nothing in this Paragraph 12 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.

13. FIRST HOMES MORTGAGEE EXCLUSION

13.1 The obligations in Paragraphs 11-12 of this Deed in relation to First Homes shall not apply to any Mortgagee (First Homes) or any receiver (including an administrative receiver appointed by such Mortgagee (First Homes) or any other person appointed under any security documentation to enable such Mortgagee (First Homes) to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee (First Homes) or Receiver PROVIDED THAT:

13.1.1 such Mortgagee (First Homes) or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and

13.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee (First Homes) or Receiver to the District Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value and subject only to Paragraph 13.1.3

13.1.3 following the Disposal of the relevant First Home the Mortgagee (First Homes) or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs pay to the District Council the Additional First Homes Contribution.

13.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:

13.1.4.1 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 11.5; and

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

SECOND SCHEDULE

PART TWO: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES	TENURE OF DWELLINGS (Affordable Rented / Social Rented/ First Homes/Shared Ownership)	PLOT NUMBERS
3	ONE BED/2 PERSON FLAT 56m2	Affordable Rent or Social Rent	42, 44, 48
1	ONE BED/2 PERSON FLAT 61m2	Affordable Rent or Social Rent	43
1	TWO BED/4 PERSON FLAT 81m2	First Homes or Shared Ownership	45
1	TWO BED/4 PERSON FLAT 72m2	First Homes or Shared Ownership	46
1	TWO BED/4 PERSON FLAT 80m2	First Homes or Shared Ownership	47
1	TWO BED/4 PERSON FLAT 74m2	First Homes or Shared Ownership	2
4	TWO BED/4 PERSON HOUSE 80m2	Affordable Rent or Social Rent	3, 4, 5, 6
2	THREE BED/5 PERSON HOUSE 96m2	Affordable Rent or Social Rent	40, 41
1	THREE BED/6 PERSON HOUSE 112m2	Affordable Rent or Social Rent	1

THIRD SCHEDULE

COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

The Owner covenants with the County Council so as to bind its interest in the Land as follows:

1. Total Access Demand Contribution

1.1. To pay to the County Council prior to the First Occupation Date the Total Access Demand Contribution Index Linked.

1.2. Not to cause or allow the First Occupation Date to occur until the Total Access Demand Contribution has been paid to the County Council.

2. Education Contributions

2.1. To pay to the County Council prior to the First Occupation Date the Primary Education Contribution Index Linked.

2.2. Not to cause or allow the First Occupation Date of the Development to occur until the Primary Education Contribution has been paid to the County Council.

2.3. To pay to the County Council prior to the First Occupation Date the Secondary Education Contribution Index Linked.

2.4. Not to cause or allow the First Occupation Date to occur until the Secondary Education Contribution has been paid to the County Council.

2.5. To pay to the County Council prior to the First Occupation Date the Sixth Form Education Contribution Index Linked.

2.6. Not to cause or allow the First Occupation Date to occur until the Sixth Form Education Contribution has been paid to the County Council.

3. Library Contribution

3.1. To pay to the County Council prior to the First Occupation Date the Library Contribution Index Linked.

3.2. Not to cause or allow the First Occupation Date to occur until the Library Contribution has been paid to the County Council.

FOURTH SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with Owner as follows:

1. Expenditure of District Council Contributions

1.1. To expend the Formal Sport Contribution on sports facilities at Crawley Down Cricket Club and / or Crawley Down Gatwick Football Club and / or the King George V Playing Field, Sandy Lane.

1.2. To expend the Play Space Contribution on Bowers Place play area; and/ or King George V Field; and/ or Haven Sports Field

1.3. To expend the Kickabout Contribution on Bowers Place play area; and/ or King George V Field; and/ or Haven Sports Field

1.4. To expend the Community Buildings Contribution on 1st Turners Hill & Crawley Down Scout Hut, and/ or improvements to the Haven Centre

1.5. To expend the Local Community Infrastructure Contribution on the Glebe Centre car park, Haven centre Car park, Memorial car park, and Burleigh Way car park; and/or upgrades to the war memorials to include extension to stones/ additional stones/ flag poles; and /or improvements to pedestrian routes and/or an information trail for the village and/or improvements to the village pond .

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 10 (ten) years of receipt of the respective contributions [in full] the District Council shall, if so demanded in writing at the end of the said 10 (ten) year period, refund to the party that paid the relevant contribution(s) any unexpended sum(s) together with interest thereon from the date of receipt of the relevant contribution by the District Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis PROVIDED THAT if at the end of the 10 (ten) year period referred to in this Paragraph 2.1 of this 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. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the schemes identified at Paragraphs 1.1 to 1.5 of this FOURTH SCHEDULE including the process of obtaining All Requisite Consents.

FIFTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with Owner as follows:

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 on Crawley Down Village CofE School or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.

2.2. To expend the Secondary Education Contribution together with any interest accruing thereon on Imberhorne School or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.

2.3. To expend the Sixth Form Education Contribution together with any interest accruing thereon on Imberhorne Sixth Form or another Sixth Form in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.

2.4. It is hereby acknowledged for the avoidance of doubt and without prejudice to Paragraphs 2.1-2.3 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form 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 on additional facilities at East Grinstead Library and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Library Contribution (or any part thereof) to compensate the

County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

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 Sixth Form 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 upon written request on such date 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 Sixth Form Education Contribution and/or the Library Contribution or part thereof for the purposes specified in Paragraphs 1.1, 2.1, 2.2, 2.3 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 Primary Education Contribution and/or Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in Paragraph 4.1 hereof.

APPENDIX 1

DRAFT PLANNING PERMISSION

MID SUSSEX DISTRICT COUNCIL

Oaklands
Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

Switchboard 01444 458166

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

Burleigh Lane Crawley Down Ltd
Mr John Escott
Robinson Escott Planning
Downe House
303 High Street
Orpington
BR6 0NN

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

PERMISSION

REFERENCE: **DM/25/1593**

DESCRIPTION: **THE DEMOLITION OF NUMBERS 9-11 WOODLANDS CLOSE TOGETHER WITH THE DEMOLITION OF OTHER EXISTING BUILDINGS ON SITE AND ERECTION OF 48 DWELLINGS (USE CLASS C3) WITH OPEN SPACE, LANDSCAPING, CAR PARKING AND ASSOCIATED INFRASTRUCTURE INCLUDING PROVISION OF INTERNAL ACCESS ROADS AND ACCESS ROAD ONTO WOODLANDS CLOSE.**

LOCATION: **WOODLANDS CLOSE AND LAND TO THE NORTH OF, BURLEIGH LANE, CRAWLEY DOWN, CRAWLEY**

DECISION DATE:

CASE OFFICER: **KATHERINE WILLIAMS - KATHERINE.WILLIAMS@MIDSUSSEX.GOV.UK**

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

Conditions

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

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

3. Prior to the commencement of development a schedule of materials and finishes of the external facing of the proposed buildings shall be submitted to and approved by the local planning authority. The works shall be carried out in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a development of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan and Policy CDNP05 Neighbourhood Plan.

4. Prior to the commencement of development detailed drawings showing the following have been submitted and approved by the local planning authority.

- elevation, and sections of entrance zone to the apartment building at a 1:50 scale
- sections and front elevations of the typical features in the apartment block (shown in context) including windows, doors and balcony detail and surrounding at a 1:20 scale
- sections and front elevations of the typical features (and surrounding) of the other building types including entrance canopies/doors, balcony detail, Juliet balcony detail, chimney feature, railing, roof/eaves details, windows, doors, rainwater downpipes (annotate RAL colour where applicable), at a 1:50 scale.

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

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a development of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan and Policy CDNP05 Neighbourhood Plan.

5. The development herby permitted shall not commence unless and until detailed design drawings of the LAP Play area have been submitted to and approved by the Local Planning Authority, this area shall be provided in accordance with the approved plans prior to the occupation of any of the residential units or in accordance with a programme to be approved with the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a development of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan and Policy CDNP05 Neighbourhood Plan.

6. Prior to the commencement of development 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 planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants noting species, plant sizes and proposed numbers/ densities.

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 and to accord with Policies DP26 and DP37 of the Mid Sussex District Plan.

7. Prior to the commencement of development details of 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 proposed finished levels and contours showing earthworks and mounding (where appropriate); means of enclosure; details and samples of hard surfacing materials; minor artefacts and structures (for example refuse and / or other storage units, benches and any other street furniture, lighting and street lighting specifications and similar features); proposed and existing functional services above and below ground (for example drainage, power, communications cables and pipelines, indicating lines, manholes, supports and other technical features).

   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 and to accord with Policy DP26 of the Mid Sussex District Plan.

8. Prior to the commencement of development a Landscape Management Plan, including long term design objectives, management responsibilities and maintenance schedules and periods for all soft landscape areas (other than privately owned plots) together with a timetable for the implementation, monitoring and review of the landscape management plan, has been submitted to and approved in writing by the Local Planning Authority.

   The Landscape Management Plan shall be carried out in accordance with the approved details and timetable.

   Reason: To achieve a development of visual quality and to protect neighbouring residential amenity and to accord with Policy and DP26 of the Mid Sussex District Plan.

9. All mitigation measures and/or works shall be carried out in accordance with the details contained in the Preliminary Ecological Appraisal Report (Urban Edge Environmental Consulting, June 2025) as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

   This may 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 protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

10. Prior to commencement 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 and must include finalised considerations for Badger).
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 & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

11. No development hereby permitted shall take place except in accordance with the terms and conditions of the Council's Organisational Licence (WML-OR136, or a 'Further Licence') and with the proposals detailed on plan "Land to the North of Burleigh Lane: Impact plan for great crested newt District Licensing (Version 1)", dated 9th September 2025.

Reason: In order to ensure that adverse impacts on great crested newts are adequately mitigated and to ensure that site works are delivered in full compliance with the Organisational Licence (WML-OR136, or a 'Further Licence'), section 15 of the National Planning Policy Framework, Circular 06/2005 and the Natural Environment and Rural Communities Act 2006.

12. No development hereby permitted shall take place unless and until a certificate from the Delivery Partner (as set out in the District Licence WML-OR136, or a 'Further Licence'), confirming that all necessary measures regarding great crested newt compensation have been appropriately dealt with, has been submitted to and approved by the planning authority and the authority has provided authorisation for the development to proceed under the district newt licence.

The delivery partner certificate must be submitted to this planning authority for approval prior to the commencement of the development hereby approved.

Reason: In order to adequately compensate for negative impacts to great crested newts, and in line with section 15 of the National Planning Policy Framework, Circular 06/2005 and the Natural Environment and Rural Communities Act 2006.

13. No development hereby permitted shall take place except in accordance with Part 1 of the Great Crested Newt Mitigation Principles, as set out in the District Licence (WML-OR136, or a 'Further Licence') and in addition in compliance with the following:

- Works which will affect likely newt hibernacula may only be undertaken during the active period for amphibians.
- Capture methods must be used at suitable habitat features prior to the commencement of the development (i.e., hand/destructive/night searches), which may include the use of temporary amphibian fencing, to prevent newts moving onto a development site from adjacent suitable habitat, installed for the period of the development (and removed upon completion of the development).
- Amphibian fencing and pitfall trapping must be undertaken at suitable habitats and features, prior to commencement of the development.

Reason: In order to ensure that adverse impacts on great crested newts are adequately mitigated and to ensure that site works are delivered in full compliance with the Organisational Licence (WML-OR136, or a 'Further Licence'), section 15 of the National Planning Policy Framework, Circular 06/2005 and the Natural Environment and Rural Communities Act 2006.

14. Prior to any works above slab level, a Biodiversity Enhancement Strategy for protected, Priority and threatened species, prepared by a suitably qualified ecologist in line with the recommendations of the Preliminary Ecological Appraisal Report (Urban Edge Environmental Consulting, June 2025), shall be submitted to and approved in writing by the local planning authority.

The content of the Biodiversity Enhancement Strategy shall include the following:

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

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

Reason: To enhance protected, Priority and threatened species and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended).

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

a) identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
b) show how and where external lighting will be installed (through provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

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

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

16. Prior to the commencement of development, detailed designs of the surface water drainage scheme shall be submitted to and agreed with the Local Planning Authority. This shall be in accordance with the approved Flood Risk Assessment and Outline Drainage Strategy Reference: 3071 Issue 2 Revision 1, inclusive of the updated documents and plans within response reference DB/3071/001 Rev 1. The design shall follow the NPPF, PPG Flood risk and coastal change and National Standards for SuDS. The submitted details shall include:

o Provision of surface water attenuation storage, sized and designed to accommodate the volume of water generated in all rainfall events up to and including the critical storm duration for the 3.33% and 1% annual probability rainfall events (both including allowances for climate change), including 10% urban creep. Hydraulic calculations and detailed construction drawings shall be used to demonstrate this.
o Detailed drainage layout plan, which corresponds with the hydraulic calculations.
o An exceedance flow routing plan demonstrating no increase in surface water flood risk on or off site. The plan must include proposed levels and flow directions.
o Evidence that the surface water drainage system meets the four pillars of SuDS/Standard 4-7 of the National Standards for SuDS.
o Construction method statement for the surface water drainage system.
o Maintenance and management plan for all elements of the surface water drainage system and any ordinary watercourses/culverts within the development.

Reason: To ensure the design meets the National Standards for SuDS and does not increase flood risk elsewhere and to accord with policy DP41 of the Mid Sussex District Plan

17. Prior to first use of the development, a verification report shall be submitted to and approved by the Local Planning Authority. This shall demonstrate that the surface water drainage system has been built in accordance with the agreed scheme, and that any variations or defects are appropriately addressed.

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

18. Prior to the commencement of any residential part of the development hereby permitted, the details of a scheme of mitigation measures to improve air quality relating to the development shall be submitted and approved in writing by the Local Planning Authority. The scheme shall be in accordance with, and to a value derived in accordance with, the Air quality and emissions mitigation guidance for Sussex which is current at the time of the reserved matters application. 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 in accordance with policy SA38 of the Site Allocation DPD.

19. Construction and Deliveries (during the construction phase): Unless otherwise agreed in writing with the LPA, no construction plant or machinery shall be used and no commercial goods or commercial waste shall be delivered or collected within the application site

outside the hours of 08:00 - 18:00 Hours Monday - Friday, 09:00 - 13:00 Hours Saturday, and no work permitted on Sundays or Bank/Public Holidays.

Reason: To ensure that the amenities of occupiers of other premises in the vicinity are protected in accordance with policy DP29 of the Mid Sussex District Plan

20. No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawing titled Potential Site Access and Visibility Splays and numbered 2303093-04 revision P02 as included within the approved Transport Statement dated 27th June 2025.

Reason: In the interests of road safety and to accord with policy DP21 of the Mid Sussex District Plan.

21. No dwelling shall be first occupied until the car parking serving the respective dwelling has been constructed in accordance with the approved site plan. Once provided the spaces shall thereafter be retained at all times for their designated purpose.

Reason: To provide car-parking space for the use and to accord with policy DP21 of the Mid Sussex District Plan.

22. No dwelling shall be first occupied until covered and secure cycle parking spaces serving the respective dwelling have been provided in accordance with plans and details to be submitted to and approved 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 policy Dp21 of the Mid Sussex District Plan.

23. No part of the development shall be first occupied until the road(s), footways, and casual parking areas serving the development have been constructed, surfaced, and drained in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

Reason: To secure satisfactory standards of access for the proposed development and to accord with policy DP21 of the Mid Sussex District Plan

24. No development shall take place, including any works of demolition, until a Construction Management Plan (CMP) and Construction Environment Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period.

The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- 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,

- o Measures to control noise or vibration affecting nearby residents,
- o Artificial illumination,
- o Dust control measures in accordance with best practice.

Reason: In the interests of highway safety, the amenities of the area and amenity of local residents to accord with policies DP21 and DP26 of the Mid Sussex District Plan.

25. The works shall be carried out in accordance with the protection measures set out within the Tree Report submitted 20th June 2025.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area and to accord with Policy DP37 of the Mid Sussex District Plan 2014 - 2031

26. Archaeological trial trenching and excavation

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

(2) No development or preliminary groundworks of any kind shall take place until the completion of the programme of archaeological investigation identified in the WSI defined in 1 above, and any subsequent mitigation has been agreed.

(3) The applicant will submit a final archaeological report or (if appropriate) a Post Excavation Assessment report and/or an Updated Project Design for approval by the Local Planning Authority. This shall be submitted within 6 months of the date of completion of the archaeological fieldwork unless otherwise agreed in advance by the Local Planning Authority.

Reason: The site is of archaeological significance, and it is important that it is recorded by excavation before it is destroyed by development and to accord with Policy DP35 of the Mid Sussex District Plan 2014 -2031.

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

a) A 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 Local Planning Authority,

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 Local Planning Authority,

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.

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.

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

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

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

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.

30. The development shall not be occupied until the sustainability measures set out in the accompanying Sustainability and Energy Statement have been implemented in full.

Reason: In the interests of achieving an energy efficient, sustainable development and to accord with Policy DP39 of the Mid Sussex District Plan 2014 - 2031

31. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no development falling within Schedule 2, Class B Part 1 of the Order shall be carried out without the specific grant of planning permission by the Local Planning Authority.

Reason: To maintain the visual quality of the development and to protect the amenities of neighbouring dwellings and to accord with Policy and DP26 of the Mid Sussex District Plan 2014-2031.

Informatives

1. Ordinary Watercourse Consent may be required for some proposals for this development. Further details can be found here: Ordinary watercourse land drainage consent - West Sussex County Council
It is advised to discuss proposals for any works at an early stage.

2. Please note that the former WSCC Policy for the Management of Surface Water has been superseded by the updated National Standards for SuDS (July 2025).

3. Your attention is drawn to the requirements of the Environmental Protection Act 1990 with regard to your duty of care not to cause the neighbours of the site a nuisance. Accordingly, you are requested that:
o No burning of construction waste materials shall take place on site.

4. 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 advice for developers can be found at www.midsussex.gov.uk/streetnaming or by phone on 01444 477175.

5. 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.

6. Southern Water requires a formal application for a connection to the public foul sewer to be made by the applicant or developer.

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

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
Proposed Floor and Elevations Plan	FL24-2191-141		16.09.2025
Other	FL24-2191-090		16.09.2025
Other	FL24-2191-091		16.09.2025
Proposed Site Plan	FL24-2191-068		16.09.2025
Proposed Site Plan	FL24-2191-067		16.09.2025

Proposed Site Plan	FL24-2191-058	16.09.2025
Proposed Site Plan	FL24-2191-067	16.09.2025
Landscaping Details	1778-L90-200D	16.09.2025
Landscaping Details	1778-L90-300	16.09.2025
Street Scene	FL24-2191-087A	16.09.2025
Location Plan		20.06.2025
Other	FL24-2191-060	20.06.2025
Other	FL24-2191-061	20.06.2025
Existing Block Plan	FL24-2191-051	20.06.2025
Existing Sections	FL24-2191-052	20.06.2025
Parking Layout	FL24-2191-062	20.06.2025
Proposed Floor and Elevations Plan	FL24-2191-100A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-105A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-110A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-115A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-120A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-125A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-130A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-135A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-140A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-145A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-150A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-155A	16.09.2025
Proposed Floor and Elevations Plan	FL24-2191-160A	16.09.2025
Proposed Elevations	FL24-2191-166A	16.09.2025
Proposed Floor Plans	FL24-2191-165A	16.09.2025
Proposed Site Plan	FL24-2191-055A	16.09.2025
Proposed Site Plan	FL24-2191-056A	16.09.2025
Street Scene	FL24-2191-085A	16.09.2025
Street Scene	FL24-2191-086A	16.09.2025
Other	FL24-2191-063	20.06.2025
Location Plan	FL24-2191-050	20.06.2025
Other	FL24-2191-064	20.06.2025
Tree Survey	PRI24810-03	20.06.2025

Ann Biggs
Assistant Director Planning and Sustainable Economy

PEFULZ

APPEALS TO THE SECRETARY OF STATE

Notes for Applicants

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

If you want to appeal against your local planning authority's decision then you must do so within 6 months (8 weeks in the case of advertisements, 12 weeks in the case of householder or minor commercial development) of the date of this notice *(see exceptions below)

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 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.

* If this decision relates to the same or substantially the same land and development as is already the subject of an enforcement notice, 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 this notice.*
* If an enforcement notice is 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.*

Biodiversity Net Gain

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

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

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

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

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

Irreplaceable habitat

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

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

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

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

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

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

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

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

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

If the permission which has been granted has the effect of requiring or permitting the development to proceed in phases, the modifications in respect of the biodiversity gain condition which are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024 apply.

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

Purchase Notices

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

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

DRAFT

APPENDIX 2

FORM OF DRAFT NOMINATION AGREEMENT

DATED 202[ ]

[ ] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as [ ]

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

[Ref]

DRAFT

THIS NOMINATION AGREEMENT is made the day of 202[ ]

BETWEEN

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

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

1 BACKGROUND

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

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

AGREED TERMS

2 INTERPRETATIONS

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

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

(a) meet the needs of eligible households whom the District Council could reasonably expect to occupy the Affordable Housing Units having regard to its Allocation Scheme including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), if appropriate with the support of benefits, determined with regard to local incomes and local house prices; and

(b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

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

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND [in any event and in all cases] the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Affordable Rented" shall be construed accordingly;

Allocation Scheme means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nominee means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council including any Choice Based Letting Scheme or Help to Buy register;

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

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

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

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

Plan means the plan annexed at Schedule 2;

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

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

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

Rentcharge means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and **Rentcharges** shall be construed accordingly;

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

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

(b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision from the time being in force in respect of a particular Affordable Housing Unit; or

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

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

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

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

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

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

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

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

Sensitive Lets means Rented Units which:-

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

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

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

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

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

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

Tenancy means an assured tenancy or assured shorthold tenancy of a Rented Unit drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider and "Tenancies" shall be construed accordingly;

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

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

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

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

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

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

3 NOMINATION RIGHTS

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

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

4 RENTED UNITS

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

Initial Let Rented Units

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

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

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

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

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

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

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

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

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

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

Void Rented Units

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

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

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

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

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

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

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

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

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

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

5 [SHARED OWNERSHIP UNITS

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

Initial Sale Shared Ownership Units

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

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

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

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

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

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

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

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

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

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

Re-Sale Shared Ownership Units

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

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

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

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

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

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

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

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

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

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

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

6 SENSITIVE LETS

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

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

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

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

7 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

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

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

7.1.2 a Management Transfer

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

7.2.1 a mutual exchange; or

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

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

8 REJECTION OF NOMINEES

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

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

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

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

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

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

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

9 CHOICE BASED LETTING SCHEME AND HELP TO BUY AGENTS

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

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

10 ALLOCATION SCHEME

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

11 TENANCY TERMS AND LETTINGS POLICY

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

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

11.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

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

11.2.1 tenancy policy;

11.2.2 lettings/allocations policy; and

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

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

12 SUPPLY OF INFORMATION AND MONITORING MEETINGS

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

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

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

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

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

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

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

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

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

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

13 MANAGEMENT AND MAINTENANCE

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

14 FINANCIAL CONSTRAINTS ON RENTED UNITS

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

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

14.1.2 not require:-

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

(b) a charge for credit reference checks; or

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

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

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

15 [SHARED OWNERSHIP UNIT SALES]

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

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

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

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

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

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

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

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

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

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

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

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

16 LOCAL CONNECTION

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

16.1.1 The Applicant or joint applicant:

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

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

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

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

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

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

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

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

17 DISPOSAL RESTRICTIONS

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

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

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

18 LAND REGISTRY RESTRICTION

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

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

18.3 Immediately following the completion of [this Agreement] **OR** [registration referred to at clause 18.2 above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-
"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of Mid Sussex District Council of Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of clause 17 of a Nomination Agreement dated [ ] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

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

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

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

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

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

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

18.5.5 the name of the proposed disponee;

18.5.6 the anticipated completion date of the proposed disposal; and

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

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

19 DISTRICT COUNCIL'S POWERS AND LIABILITIES

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

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

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

20 MORTGAGEE PROTECTION

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

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

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

21 DISPUTE RESOLUTION

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

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

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

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

22 NOTICES

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

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

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

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

22.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:-

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

22.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

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

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

23 COSTS

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

24 NO FETTER OF DISCRETION

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

25 DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

26 GOVERNING LAW

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

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

DRAFT

SCHEDULE 1 - AFFORDABLE HOUSING UNITS

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

DRAFT

SCHEDULE 2 - PLAN



[Insert appropriate attestation for RP]

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

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

.....

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

.....

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

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

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

.....

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

.....

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

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

Authorised Officer .....

APPENDIX 3

THE PLAN

DM

KEY

Private

Affordable

fluid
ARCHITECTS

BURLEIGH LANE

Land North of
Burleigh Lane
Crawley Down
West Sussex

MERROW WOOD

Drg No	FL24-2191-064
Title	Tenure Mix
Revision	/
Scale at A1	1:500
Status	
Date	May 2025

RIBA
Chartered Practice

THE ACADEMY
OF URBANISM

[redacted]

Per Pr
Nation

[redacted]

Authorised Signature:

[redacted]

fluid
ARCHITECTS

BURLEIGH LANE

Land North of
Burleigh Lane
Crawley Down
West Sussex

MERROW WOOD

Drg No	FL24-2191-050
Title	Site Location Plan
Revision	/
Scale at A1	1:1250
Status	
Date	May 2025

RIBA
Chartered Practice

THE ACADEMY
OF URBANISM

[redacted]

[redacted]

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:-

[redacted]

Authorised Officer .....

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

[redacted]

Authorised Officer .....

EXECUTED as a **DEED** by
SHIRLEY ANN WILKINSO
in the presence of:-

Signature of witness
Name (in BLOCK CAPITAL
Address

Occupation

EXECUTED as a **DEED** by
STEPHEN JOHN WILKINS
in the presence of:-

Signature of witness
Name (in BLOCK CAPITAL
Address

Occupation

EXECUTED as a **DEED** by
AMANDA RUTTER
in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

EXECUTED as a **DEED** by
MICHAEL GEORGE RUTTER
in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

EXECUTED as a **DEED** by
CHRISTOPHER PAUL ROOTS
in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

EXECUTED as a **DEED** by
KATE LOUISE ROOTS
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS
Address

Occupation

[redacted]