

DATED

2023

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

CROUDACE HOMES LIMITED (3)

AND

MARK STUART HUTCHINSON (4)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

relating to Land south of Henfield Road, Albourne, West Sussex

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

Iken 4488

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2023

Act

means the Town and Country Planning Act 1990 as amended;

Additional First Homes Contribution

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

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

Affordable Housing

means housing to include Social Rented Units and Affordable Rented Units and First Homes provided to specified eligible households whose needs are not met by the market. Affordable Housing shall (as more particularly specified in this Deed):

- (a) meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), determined with regard to local incomes and local house prices; and
- (b) include provision for the homes to remain at an affordable price for future eligible households or,

if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

Affordable Housing Land means an area or areas of the Land upon which the Affordable Housing Units are to be constructed the location and area of which are agreed pursuant to paragraph 1.1.1 of Part One of the SECOND SCHEDULE;

Affordable Housing Scheme means the scheme approved by the Responsible Officer for Housing in accordance with paragraph 1.1.2 of Part One of the SECOND SCHEDULE to this Deed or such other scheme approved by the Responsible Officer for Housing which scheme shall in any event comply with the Affordable Housing SPD;

Affordable Housing SPD means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25th July 2018;

Affordable Housing Units means Twenty Seven (27) Social or Affordable Rented Units and Nine (9) First Homes (or 30% of the total number of Dwellings and if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded up) together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Dwellings and a minimum of two parking spaces per three bedroom Dwellings and a minimum of two 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 or Affordable Rented

Units) and the Nomination Agreement in the case of the Social or Affordable Rented Units and the Eligibility Criteria (National) and the Eligibility Criteria (Local) and the Local Connection Criteria (First Homes) in the case of the First Homes and **Affordable Housing Unit** is any part of the Affordable Housing Units capable of separate occupation;

Affordable Rented Unit(s)

means an Affordable Housing Unit which is rented housing let by registered providers of social housing to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than eighty per cent (80%) of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and **Affordable Rented** shall be construed accordingly;

Allocation Scheme

means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended. The Local Connection Criteria will be detailed in the Nomination Agreement and the site is in a Designated Rural Area;

All Requisite Consents

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

Appeal

means a planning appeal submitted by the Developer in respect of the Application which has been given the

reference: APP/D3830/W/23/3319542 by The Planning Inspectorate;

Application

means the application for outline planning permission for the Development which was validated by the District Council on 1st August 2022 and allocated reference DM/22/2416;

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 or Affordable Rented Units;

Chargee's Duty

means the tasks and duties set out in paragraph 8 of Part One of the SECOND SCHEDULE;

Commencement Date	means the date on which the Commencement of the Development begins;
Commencement of the Development	means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological and/or ecological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and all references to Commence , Commenced and Commencement shall be construed accordingly;
Commencement Notice	means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 17;
Community Building	means a building of not less than 100m ² to be constructed as part of the Development and used for community use to include a shop of not less than 75m ² as shown indicatively on the Landuse Plan annexed to this Deed at APPENDIX 2 specific details of which including the location are to be submitted to the District Council in accordance with paragraph 8.1 of the FIRST SCHEDULE .
Community Buildings Contribution	means the financial contribution of Eighty Four Thousand Three Hundred and Thirty Four Pounds (£84,334) subject to adjustment in accordance with the provision of paragraph 2 of the FIRST SCHEDULE;
Community Orchard	means the Community Orchard as shown on the Green Infrastructure Plan appended hereto at APPENDIX 2

details of which are to be provided as part of the Management Specification;

Compliance Certificate

means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 10.2 of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

County Council Contributions

means the Education Contribution, the Library Contribution and the Total Access Demand Contribution,;

County Council Monitoring Contribution

means the total sum of £1,440 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development

Default Interest Rate

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

Designated Rural Area

means an area designated under the Housing (Right to Acquire or Enfranchise) (Designated Rural Areas in the South East) Order 1997 as a protected area;

Development

means the development of the Land by the erection of up to 120 residential dwellings including 30% affordable housing, public open space and community facilities as set out in the Application and authorised by the Planning Permission;

Discount Market Price

means a sum which is the Market Value discounted by at least 30%;

Disposal

means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraph 11 of 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, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution, the Play Space Contribution, the Police Contribution and the Health Contribution;

District Plan

means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28th March 2018;

Dwelling

means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

Education Contribution

means the sum calculated and payable in accordance with paragraph 2.3 of the THIRD SCHEDULE of this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary and secondary education services that would be generated by the Development and to be used towards:

- (a) additional facilities at Albourne CofE Primary school in the case of primary education, in order to mitigate the impact of increased pupil numbers at the school, or another school in the planning area of Hassocks should this be more suitable at the time that the contribution is made,

(b) additional facilities at Downlands Community school in the case of secondary education;

Eligibility Criteria (National) means criteria which are met in respect of a disposal of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

Eligibility Criteria (Local) means criteria published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

(a) the purchaser meets the Local Connection Criteria (First Homes) (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria (First Homes)); or

(b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

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

(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the

making of a nullity, separation or presumption of death order;

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 12 of 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 the SECOND SCHEDULE;

Financial Contribution

Trigger

means a trigger contained within this Deed applicable to the County Council Contributions;

First Home

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and **First Homes** shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of this Agreement. First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted;

First Homes Owner

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Developer; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made

	available and is disposed of for occupation as a First Home; or
First Time Buyer	(c) a tenant or sub-tenant of a permitted letting under paragraph 11 of the SECOND SCHEDULE;
	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 Occupation of the first Dwelling in the Development occurs
Formal Sport Contribution	means the financial contribution of One Hundred and Forty Seven Thousand and Forty Three pounds (£147,043) subject to adjustment in accordance with the provision of paragraph 1 of the FIRST SCHEDULE;
Health Contribution	means the financial contribution of One Hundred and Eighty One Thousand Nine Hundred and Sixty Nine pounds (£181,969);
Homes England	Means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;
Income Cap (National)	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

Index Linked

means

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

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

Where:

Relevant Amount = the payment to be RPI Indexed

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

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

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

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

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

B is the original sum mentioned in this Deed

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

D is the BCIS Index at 19th August 2022 and **Indexation** shall be construed accordingly;

Kickabout Contribution

means the financial contribution of Twenty Eight Thousand Six Hundred and Forty Three pounds (£28,643) subject to adjustment in accordance with the provision of paragraph 1 of the FIRST SCHEDULE;

Land

means the land against which this Deed may be enforced known as Land south of Henfield Road, Albourne, West Sussex which is registered at HM Land Registry under title numbers WSX246275 and

WSX281632 and is shown for identification purposes only edged red on the Plan;

LEAP

means the locally equipped area of play to be provided on the Land in the indicative location shown on the Green Infrastructure Plan annexed to this Deed at APPENDIX 2 but specifically in the location and in accordance with other details as set out in the Management Plan and Management Specification;

Leisure Contributions

means the following contributions;

- i) Formal Sport Contribution;
- ii) Play Space Contribution; and
- iii) Kickabout Contribution

Payable pursuant to the provisions of paragraph 1 of the FIRST SCHEDULE;

Library Contribution

means the sum calculated and payable in accordance with paragraph 3.3 of the THIRD SCHEDULE of this Deed being a financial contribution towards the cost 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 Hurstpierpoint Library;

**Local Community
Infrastructure Contribution**

means the sum calculated and payable in accordance with paragraph 3.1 of the FIRST SCHEDULE;

**Local Connection Criteria
(Social & 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 "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;

Local Housing Allowance

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

Management Company

means a management company or other legal entity (which either is already in existence or is to be created) for the purposes of managing and maintaining the Community Orchard, the LEAP and the Public Open Space in accordance with the Management Plan;

Management Plan

means a management plan providing details of the long term maintenance and management of the Community Orchard, the LEAP and the Public Open Space and including details of the insurance obtained and the annual maintenance programme in respect of those items such plan to be submitted to and approved in

writing by the District Council as part of the Management Specification;

Management Specification.

means a specification and scheme for the provision of the Community Orchard, the LEAP and the Public Open Space comprising plans and details of the location, extent, layout, any landscaping, surface treatment, the location of any SuDS, the materials equipment planting fencing litter bins lighting and public furniture to be used or installed to include details of the following:

- the location and boundaries of each area of Public Open Space,
- the location of the Community Orchard.
- the location of the LEAP
- the specification of the Community Orchard and the LEAP
- the Management Plan.

Market Housing Units

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

Market Value

means the open market value as assessed by a Valuer of Dwelling as confirmed to the 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 the District Council exercises its right to nominate prospective occupiers for the Social or Affordable Rented Units in accordance with Part VI of the Housing Act 1996 section 159 and which agreement shall provide for the District Council to have the right to nominate 100% of the prospective occupiers of the Social or Affordable Rented Units and shall include the right to nominate on the first letting of a tenancy and any re-letting substantially in the form annexed hereto at APPENDIX 1;

Nominee

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

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	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey

		flats/coach houses/FOGS)		
1	2	50m2	58m2	
2	4	70m2	79m2	
3	5		93m2	99m2
3	6		102m2	108m2
4	6		106m2	112m2

Other Eligible Person

means a person selected by a Registered Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing and in the case of First Homes means a person who shall meet the Eligibility Criteria (National) and unless paragraph 10.2 of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

Payment Notice

means a payment notice in the form attached at 3;

Plan

means the plan labelled Plan 1 and annexed to this Deed at
APPENDIX 2

Planning Permission

means the planning permission granted by the Secretary of State pursuant to the Appeal and the Application;

Play Space Contribution

means the financial contribution of Ninety Nine Thousand Seven Hundred and Fifty pounds (£99,750) for new play equipment subject to adjustment in accordance with the provision of paragraph 1 of the FIRST SCHEDULE;

Police Contribution

means the financial contribution of Twenty Three Thousand Five Hundred and Sixty Nine Pounds and Ninety Four Pence (£23,569.94);

Practical Completion	means (in relation to First Homes) 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;
Public Open Space	means the open space to be provided on the Land as shown indicatively on the Green Infrastructure Plan (marked “structural open space” annexed to this Deed at Appendix 2 but more specifically in the location and in accordance with the detail set out in the Management Plan and Management Specification;
Qualifying Trigger	means in relation to this Deed a Financial Contribution Trigger;
Registered Provider	means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with Homes England pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing;
Rentcharge	means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of a Dwelling for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and Rentcharges shall be construed accordingly

Reserved Matters Application(s)	means an application(s) under the Act for approval of reserved matters reserved under the Planning Permission for subsequent approval;
Reserved Matters Approval(s)	means the approval(s) of reserved matters reserved under the Planning Permission and pursuant to which Development is Commenced;
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;
Scheme	<p>means either some or all of the following:</p> <ul style="list-style-type: none"> • A scheme which improves the safety of road users and pedestrians along the Albourne stretches of the B2118 and B2116 roads and/or • Cycle improvements in accordance with the West Sussex Walking and Cycling Strategy which improve sustainable links from Albourne to Sayers Common, Hurstpierpoint and Hassocks and/or • Traffic management improvements across the Parish in accordance with the Albourne Neighbourhood Plan. <p>These schemes would provide improved pedestrian and cycling facilities to encourage less car dependency and the use of sustainable transport modes in accordance with the NPPF</p>
SDLT	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
Secretary of State	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and

includes any successor in function and any successor department;

Social Rented Unit

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

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 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 sum calculated and payable in accordance with paragraph 1.3 of the THIRD SCHEDULE of this Deed being a financial contribution towards the cost of providing the additional transport infrastructure required to accommodate the extra demands for transport services that would be generated by the Development and to be used towards the Scheme;

Travel Plan

means the travel plan prepared by Paul Basham Associates and titled 'Land South of Henfield Road, Albourne travel Plan July 2022' with document reference 093.0002/TP/2 attached as Annex [] subject to any amendments agreed in writing by the County Council from time to time;

Travel Plan Co-ordinator

means the person appointed by the Owner responsible for securing the implementation of the Travel Plan;

Travel Plan Audit Fee

means the sum of THREE THOUSAND FIVE HUNDRED POUNDS (£3,500) payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime 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;

Wheelchair Accessible Unit

means an Affordable Housing Unit which must meet the requirements contained in Part M4(3)(1)(a) and (b) and Part M4(3)(2)(b) for wheelchair accessible dwellings as contained in Category 3 – wheelchair user dwellings of Schedule 1 of the Buildings Regulations 2010 as amended and Wheelchair Accessible Units/House shall be construed accordingly;

Working Day

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

1.2. Clause and schedule headings shall not affect the interpretation of this Deed.

- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10. References to the District Council, the County Council, the Developer and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

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

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4 *Covenants to the District Council*, 5 *Covenants to the County Council*, 6 *Covenants by the District Council*, 7 *Covenants by the County Council* and 12 *Interest on late payment* which are conditional upon the grant of Planning Permission and the Commencement of Development.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date; and

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

5. COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

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

6. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations on the part of the District Council contained in this Deed

7. COVENANTS BY THE COUNTY COUNCIL

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

8. DEVELOPER'S CONSENT

The Developer consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed (provided that for the avoidance of doubt the Developer shall not be liable for the obligations of the Owner as set out in this Deed unless and until it acquires the Land from the Owner).

9. RELEASE

- 9.1 No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.
- 9.2 No person or company shall be liable for a breach of this Deed if their interest in the Land is restricted to being an individual owner and/or occupier of any individual Dwelling comprised in the Development SAVE THAT the individual tenants owners or occupiers of the Social or Affordable Rented Units and their mortgagees shall be liable for breaches of the restrictions on Occupation of the Affordable Housing Units in Part One of the SECOND SCHEDULE (Affordable Housing) and the owner or occupiers of the First Homes and their mortgagees shall be liable for breaches of the provisions relating to First Homes in Part One of the SECOND SCHEDULE (First Homes).
- 9.3 The obligations contained in this Deed shall not be binding on any service provider or statutory undertaker which has acquired part of the Land (or an interest in part of the Land) for purposes connected to their statutory functions and/or the provision of services provided

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

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

10. LOCAL LAND CHARGE

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

11. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 11.1 The Developer shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and within ten working days of the Planning Permission being granted pursuant to the Appeal the sum of £3600 as a contribution towards the District Council's costs of monitoring the implementation of this Deed.
- 11.2 The Developer shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and within ten working days of the Planning Permission being granted pursuant to the Appeal and following receipt of an invoice from the County Council the County Council Monitoring Contribution.
- 11.3 The Owner covenants to pay to the District Council the sum of £300 upon the submission for approval of each of the following:
- 11.3.1 The Management Plan,
 - 11.3.2 The Management Specification,
 - 11.3.3 Details of the Management Company.
 - 11.3.4 The Affordable Housing Scheme.
 - 11.3.5 The Community Building Specification
 - 11.3.6 The Community Building Marketing Scheme

12. INTEREST ON LATE PAYMENT

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

13. OWNERSHIP

- 13.1 The Owner warrants that no person other than the Owner and the Developer has any legal or equitable interest in the Land.
- 13.2 The Owner agrees to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged (other than disposals (i) to utility companies and statutory undertakers or (ii) of individual Dwellings), such notice to give details of the transferee's full name and registered office (if a company, or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

14. NO FETTER OF DISCRETION

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

15. WAIVER

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

16. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 16.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 16.2 insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 16.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if:
 - 16.3.1. the Appeal is dismissed by the Secretary of State or his appointed inspector;
 - 16.3.2. the Secretary of State or his appointed inspector makes a finding and expressly states within the Appeal decision notice that this Deed is an immaterial planning consideration or that no weight can be attached to this Deed in determining the Appeal;

16.3.3 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 in the event that the Secretary of State or his appointed inspector makes a finding and expressly states within the Appeal decision notice that any of the individual planning obligations in this Deed (or part of said planning obligations) are not in accordance with the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) then such obligation(s) (or part of such obligation) herein as is so identified by the Secretary of State or his appointed inspector shall not be enforceable and shall cease to have effect notwithstanding the remaining provisions of this Deed which (for the avoidance of doubt) shall take effect and remain in effect and enforceable;
- 16.5 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;
- 16.6 if the Owner fails to give the notice required by clauses 4.1 and 5.1 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 16.7 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"):
- 16.7.1 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
- 16.7.2 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
- 16.7.3 any Section 73 Consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application DM/22/2416 will be equally applied to and satisfy the requirements necessitated under this application []".

- 16.7.4 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 appropriate in planning terms to do so.

- 16.8 All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.

17 NOTICES

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

18 THIRD PARTY RIGHTS

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

19 DISPUTES

- 19.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.
- 19.2 If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:
- 19.2.1 where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;

19.2.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

19.3 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 19.2.1 or 19.2.2 hereto is applicable.

19.4 Except as aforesaid any expert appointed pursuant to Clauses 19.2.1 or 19.2.2 or any other person shall:

- (a) on their appointment serve written notice thereof on the parties in dispute;
- (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
- (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
- (d) have an unfettered discretion to determine the reference to them;
- (e) serve notice of their determination as soon as they have made it;
- (f) give full and clear reasons for their decision;
- (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

19.5 The provisions of this clause shall not affect the ability of the District Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction,

specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

20 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21 GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England 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 Commencement Date the Formal Sport Contribution and such sum shall be Index Linked; and
- 1.2. To pay to the District Council prior to the Commencement Date the Play Space Contribution and such sum shall be Index Linked
- 1.3. To pay to the District Council prior the Commencement Date the Kickabout Contribution and such sum shall be Index Linked.
- 1.4. Not to Commence or allow the Commencement of the Development unless and until the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council
- 1.5. If the Formal Sport Contribution and/or the Play Space Contribution and/or the Kickabout Contribution are not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Formal Sport Contribution and/or the Play Space Contribution and/or the Kickabout Contribution.

2. Community Buildings Contribution

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

3. Local Community Infrastructure Contribution

- 3.1. To pay to the District Council prior to the Commencement Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.
- 3.2. Not to Commence the Development or cause or allow the Commencement of the Development unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 3.3. If the Local Community Infrastructure Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 12 and any such interest shall be treated as part of the Local Community Infrastructure Contribution
- 3.4. The Local Community Infrastructure Contribution will be calculated by the District Council in accordance with the following formula:-

$$(A \times £460) + (B \times £307) + (C \times £673) + (D \times £448) + (E \times £885) + (F \times £590) + (G \times £1,027) + (H \times £684) + (I \times £1,168) + (J \times £779) = \text{Local Community Infrastructure Contribution}$$

Where

A = Number of one bed Market Housing Units pursuant to the Reserved Matters Approval

B = Number of one bed Affordable Housing Units pursuant to the Reserved Matters Approval

C = Number of two bed Market Housing Units pursuant to the Reserved Matters Approval

D = Number of two bed Affordable Housing Units pursuant to the Reserved Matters Approval

E = Number of three bed Market Housing Units pursuant to the Reserved Matters Approval

F = Number of three bed Affordable Housing Units pursuant to the Reserved Matters Approval

G = Number of four bed Market Housing Units pursuant to the Reserved Matters Approval

H = Number of four bed Affordable Housing Units pursuant to the Reserved Matters Approval

I = Number of five bed Market Housing Units or larger pursuant to the Reserved Matters Approval

J = Number of five bed Affordable Housing Units or larger pursuant to the Reserved Matters Approval

4. Police Contribution

- 4.1. To pay to the District Council prior to the Commencement Date the Police Contribution and such sum shall be Index Linked.
- 4.2. Not to Commence the Development or cause or allow the Commencement of the Development unless and until the Police Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 4.3. If the Police Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment

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

5. Health Contribution

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

6. Community Orchard, LEAP and the Public Open Space

- 6.1 Not to Commence the Development until the Owner has submitted the Management Specification to the District Council and has obtained the District Council's written approval of such details (such approval not to be unreasonably withheld or delayed and approval to be deemed in the event that no substantive response is received from the District Council within 20 working days of submission)
- 6.2 Thereafter to provide the Community Orchard, the LEAP and the Public Open Space in accordance with the Management Specification and to procure the management of the Community Orchard, the LEAP and the Public Open Space in accordance with the Management Plan.
- 6.3 To notify the District Council when the Community Orchard, the LEAP and the Public Open Space or each part has been completed and to invite the District Council to
 - 6.3.1 inspect the Community Orchard, the LEAP and the Public Open Space to ascertain if they have been provided in accordance with the Management Specification and upon such inspection to pay an inspection fee ("the Inspection Fee") of £1000 and
 - 6.3.2 to issue a Certificate of Practical Completion confirming that the Community Orchard, the LEAP and the Public Open Space or part of it has been completed to the

District Council's reasonable satisfaction and in accordance with the Management Specification

- 6.4 If the District Council identifies necessary remedial works in relation to the Community Orchard, the LEAP and the Public Open Space or part of it the Owner shall complete such remedial works to the reasonable satisfaction of the District Council as soon as reasonably practicable.
- 6.5 Upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works and inviting it to issue a Certificate of Practical Completion confirming that such works have been completed to the District Council's reasonable satisfaction.
- 6.6 The District Council shall within fourteen (14) Working Days of receipt of a notice pursuant to paragraph 6.3 or 6.5 inspect the relevant Community Orchard, the LEAP and the Public Open Space and shall issue a Certificate of Practical Completion in respect of those works either forthwith or (if in the reasonable opinion of the District Council there are remedial works to be carried out) following the completion by the Owner of any remedial works to the relevant Community Orchard, the LEAP and the Public Open Space.
- 6.7 Following the issue of the Certificate of Practical Completion, the Owner shall manage maintain and insure the Community Orchard, the LEAP and the Public Open Space or part of it in accordance with the Management Specification and the Management Plan at its expense until its transfer to the Management Company.
- 6.8 Not to Occupy or cause or allow to be Occupied any more than 75% of the Dwellings until the Community Orchard, the LEAP and the Public Open Space have been provided in accordance with the Management Specification and the Management Plan and the Certificate of Practical Completion has been issued, and they are ready for and open to use by the public.
- 6.9 The Community Orchard, the LEAP and the Public Open Space shall not be used other than for those purposes in perpetuity.
- 6.10 The Community Orchard, the LEAP the Play Space and the Public Open Space shall be retained and managed thereafter in accordance with the Management Plan.

7 The Management Company

7.1 Prior to Occupation of any part of the Development to incorporate the Management Company and to procure that:-

7.1.1 the Management Company is a private company limited by guarantee and

7.1.2 the Management Company's articles set out that all purchasers of Dwellings on the Development shall be members of the Management Company and

7.1.3 the Management Company's objects shall include taking a transfer of the land on which the Community Orchard, the LEAP and the Public Open Space are situated and setting the level of maintenance charge or Rentcharge and recovering the same;

and submit a copy of the certificate of incorporation and the Management Company's articles to the District Council for approval (not to be unreasonably withheld or delayed PROVIDED THAT approval shall be deemed to have been given if no substantive response is received within 20 working days of submission).

7.2 Not to Occupy any part of the Development unless and until:

7.2.1 the obligation in paragraph 7.1 of this Schedule has been satisfied; and

7.2.2 either the District Council has provided written approval of the details as, required by paragraph 7.1 of this Schedule or deemed approval has been given pursuant to the terms of paragraph 7.1 .

7.3 To procure that the form of transfer or long lease of each Dwelling shall incorporate such covenant and restriction mechanism in relation to obligations to be entered into by the relevant transferee or lessee as may be necessary to ensure that all persons having a freehold or (in the case of flats or maisonettes) a long leasehold interest in a Dwelling on the Site will be required (i) to be a member of the Management Company and to pay to the Management Company a fair and reasonable proportion of the costs of providing the Management Services (PROVIDED THAT (unless otherwise agreed between the Owner and the Acquiring Registered Provider) for the avoidance of doubt in respect of any First Home the First Homes Owner}

7.4 To include within any Transfer of the Community Orchard, the LEAP and the Public Open Space or part thereof to the Management Company covenants by the Management Company to manage, maintain and insure the Community Orchard, the LEAP and the Public Open Space in accordance with the Management Plan.

- 7.5 The Community Orchard, the LEAP and the Public Open Space shall be open and remain open to the public in accordance with the Management Specification and the Management Plan and shall not be used for any purpose other than recreation leisure and community use by the public except that public access to the Community Orchard, the LEAP and the Public Open Space may be restricted on one day per year (or such longer time as may be reasonably necessary (but kept to a minimum)) and when works need to be carried out in which case public access may be restricted only for as long as is necessary to complete such works.

8. Community Building

- 8.1 The Owner covenants with the District Council to submit

8.1.1 the details of the location specification and design of the Community Building and

8.1.2 a strategy for marketing the Community Building

to the District Council for approval as part of a Reserved Matters application.

- 8.2 The Owner covenants with the District Council:-

8.2.1 to construct the Community Building in accordance with the approved details and specification of the Community Building prior to Occupation of the 50th Dwelling; and

8.2.2 not to Occupy or permit or allow Occupation of the 50th Dwelling unless and until the Community Building has been constructed in accordance with the approved details and specification of the Community Building.

- 8.3 the Owner covenants with the District Council to market the Community Building in accordance with the strategy approved by the District Council pursuant to paragraph 8.1 above for not less than 24 months from grant of the Reserved Matters Approval that includes the Community Building

- 8.4 In the event that the Owner has not entered into an agreement to transfer the Community Building (or grant a lease of not less than [125] years) to a third party pursuant to paragraph 8.3 within the period referred to in paragraph 8.3 the Owner covenants with the District Council that the Owner will transfer the Community Building to the Management Company for a consideration of £1 (one pound) and following such transfer the Community Building may (notwithstanding the definition of Community Building contained in this Agreement) be used for any uses of benefit to the local community PROVIDED THAT this shall include a shop of not less than 75m².

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

1. Affordable Housing

- 1.1 To submit to the District Council for approval as part of the first Reserved Matters Application including layout the Affordable Housing Scheme comprising:
- 1.1.1 details of the area and location of the land upon which the Affordable Housing Units are to be constructed (“the Affordable Housing Land”) and which shall have been previously agreed in writing by the Responsible Officer for Housing; and
- 1.1.2 a scheme for the provision of Affordable Housing Units which shall include the number, size, type (to include 1 x 2B/4P and 1 x 3B/5P Wheelchair Accessible House for Social Rent or Affordable Rent) and the tenure mix of the Affordable Housing Units to reflect a tenure mix of the Affordable Housing Units of twenty five per cent (25%) as First Homes and seventy five per cent (75%) as Social Rented or Affordable Rented Units to meet the range of affordable housing needs in the locality and in broad conformity with Part Two of the SECOND SCHEDULE and which shall have been previously agreed in writing by the Responsible Officer for Housing (“the Affordable Housing Scheme”).
- 1.2 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, a minimum of 30% of the total number of Dwellings comprised within the Development shall be Affordable Housing Units .
- 1.3 Not to cause or allow the Commencement of the Development to occur unless and until the following has occurred:
- 1.3.1 the Responsible Officer for Housing has approved in writing the identity of the Registered Provider with responsibility for the delivery of the Social or Affordable Rented Units and
- 1.3.2 the Owner has entered into an unconditional and binding contract to Transfer the Social or Affordable Rented Units and associated land to the Registered Provider and
- 1.3.3 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.3.2
- 1.4 To comply at all times with all legal and statutory obligations relating to the Designated Rural Area and all requirements as may be made by Homes England from time to time insofar as such apply to affordable housing within a Designated Rural Area

2 Restrictions on occupation

- 2.1 No more than 50% of the Market Housing Units shall be Occupied until all of the Social or Affordable Rented Units and First Homes have been constructed in accordance with the

Planning Permission and made ready for residential occupation and written notice of such has been received by the Responsible Officer for Housing .

- 2.2 No more than 50% of the Market Housing Units shall be Occupied until the Social or Affordable Rented Units and associated land have been Transferred to the Registered Provider.

3 Provision of Information

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

4 Provisions relating to the standards of the Affordable Housing

- 4.1 That the Affordable Housing Units shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet: -

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

which are current at the date of the relevant Reserved Matters Approval

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

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

- 5.1 That the Transfer of the Social or Affordable Rented Units to a Registered Provider approved by the Responsible Officer for Housing shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy.

- 5.2 The Owner covenants with the District Council that the Transfer of the Social or Affordable Rented Units pursuant to paragraph 5.1 shall contain the following:

- 5.2.1 the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Social or Affordable Rented Units and associated Land ;
- 5.2.2 a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);
- 5.2.3 such other terms as the Owner agrees with the Registered Provider.

6 Nomination Rights

That none of the Social or Affordable Rented Units shall be Occupied until the Owner (being a Registered Provider) has entered into a Nomination Agreement with the District Council provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all of the applicable Social or Affordable Rented Units. The Local Connection Criteria will be detailed in the Nomination Agreement and the site is in a Designated Rural Area.

7 Use of the Social or Affordable Rented Units

7.1 Subject to paragraphs 7.2 , 8 and 9 that from the date of Practical Completion of the Social or Affordable Rented Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

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

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

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

8 Chargee Clause

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

8.1.1 the Chargee shall use reasonable endeavours over a period of three (3) months from the date of service of the Chargee's Notice on the District Council to complete a disposal of the Charged Property in such a way so as to safeguard it as Affordable Housing in line with paragraph 8.2 for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation relating to the Charged Property including all accrued principal monies and interest due and reasonable costs relating to the said security documentation; and

8.1.2 if such disposal has not completed within the three (3) month period the Chargee shall, subject to the proviso set out in paragraph 7.2 and 8.2 of this Part One of the Second Schedule, be entitled to dispose of the Charged Property free from the

affordable housing provisions contained in the Second Schedule to this Agreement which provisions shall determine absolutely; and

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

9 Notices

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

10 First Homes DELIVERY MECHANISM

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

10.1.1 the Eligibility Criteria (National); and

10.1.2 the Eligibility Criteria (Local) subject to the provisions of Paragraph 10.2

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

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

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

10.4.1 The District Council has been provided with evidence that:

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

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

10.4.1.3 the transfer of the First Home includes:

- a) a definition of the "District Council" which shall be Mid Sussex District Council ^[1]
- b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 10 11 and 12 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

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

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

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

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

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

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

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

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

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

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

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

10.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 10.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the

Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he or she or they may serve notice on the District Council in accordance with paragraph 10.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

- 10.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 10.8 or 10.9 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 10.11 Upon receipt of the Additional First Homes Contribution the District Council shall:
 - 10.11.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 10.5 where such restriction has previously been registered against the relevant title
 - 10.11.2 apply all monies received towards the provision of Affordable Housing
- 10.12 Any person who purchases a First Home free of the restrictions in paragraphs 10-11 of the Second Schedule of this Deed pursuant to the provisions in paragraphs 10.9 and 10.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

11. FIRST HOMES USE

- 11.1 Each First Home shall be used only as the main residence of the First Homes Owner or any First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 11.2 – 11.5 below.
- 11.2 A First Homes Owner or any First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

- 11.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 11.4 A letting or sub-letting permitted pursuant to paragraph 11.2 or 11.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 11.5 Nothing in this paragraph 11 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

12. MORTGAGEE (FIRST HOMES) EXCLUSION

- 12.1 The obligations in paragraphs 10-11 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 to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First

Home or any persons or bodies deriving title through such Mortgagee (First Homes) or Receiver PROVIDED THAT:

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

12.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee (First Homes) or Receiver to the District Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 12.1.3

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

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

12.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 10.5; and

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

SECOND SCHEDULE
PART TWO: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES	TENURE OF DWELLINGS (Social Rented / Affordable Rented / First Homes)
25% (9)	1B/2P flats, maisonettes or bungalows @ a minimum of 50m2 excluding the staircase and entrance hall in the case of any FOGS or maisonettes or 58m2 including them	(9) Social Rented/Affordable Rented
60% (22)	2B/4P houses and flats (the majority if not all to be houses) @ a minimum of 79m2 in the case of houses (2 storey) and 70m2 in the case of flats excluding the staircase and entrance hall in the case of any FOGS or maisonettes or 79m2 including them. Including 1 x 2B/4P house @ a minimum of 103m2 to be provided as a wheelchair accessible dwellings, which must meet the requirements contained in Part M4(3)(1)(a) and (b) and Part M4(3)(2)(b) of the Building Regulations 2010 as amended	(13) (Social Rented/Affordable Rented) including 1 Wheelchair Accessible dwelling. (9) First Homes
15% (5)	3B/5P houses @ a minimum of 93m2 (2 storey) or 99m2 (3 storey) including 1 x 3B/5P house @ a minimum of 121m2 to be provided as a wheelchair accessible dwellings, which must meet the requirements contained in Part M4(3)(1)(a) and (b) and Part M4(3)(2)(b) of the Building Regulations 2010 as amended	(5) Social Rented/Affordable Rented including 1 Wheelchair Accessible dwelling .

THIRD SCHEDULE

COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the 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 Index Linked has been paid to the County Council.
- 1.3 The Total Access Demand Contribution will be calculated by the County Council in accordance with the following formula:

Total Access Demand Contribution = Sustainable Access Contribution + Infrastructure Contribution, where:

Sustainable Access Contribution = $(C - D) \times E$, where:

C (Total Access) = $(A \text{ (number of dwellings)} \times B \text{ (Occupancy per dwelling)})$ using the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

D = Parking Spaces provided by the residential development element of the Proposed Development (which for the avoidance of doubt excludes the School Car Park)

E = Standard multiplier of £773

Infrastructure Contribution = $D \times F$, where:

D = Parking Spaces provided by the residential development element of the Proposed Development

F = Standard multiplier of £1,549

2. Education Contributions

- 2.1. To pay to the County Council prior to the First Occupation Date the Education Contribution Index Linked.
- 2.2. Not to cause or allow the First Occupation Date to occur until the Education Contribution Index Linked has been paid to the County Council.
- 2.3. The Education Contribution will be calculated by the County Council in accordance with the following formula:-

ACP x number of year groups = TPR (Total Places Required)

TPR x (DfE figure (Primary) = Primary Education Contribution) + (DfE figure (Secondary) x TPR = Secondary Education Contribution) = Education Contribution where:

Note: x = multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units, as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6) and 5 for secondary (years 7 to 11)..

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which currently for the financial year 2022/2023 is £20,229 – Primary, £30,480 – Secondary; updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index.

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 Index Linked has been paid to the County Council.
- 3.3 The Library Contribution will be calculated by the County Council in accordance with the following formula:-

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

Note: x = multiplied by.

AP (Additional Persons) = The estimated number of additional persons generated by the development calculated by reference to the total number of Open Market Units and shared Ownership Affordable Housing Units as approved by a subsequent reserved matters planning application. The County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

$L/1000$ = Extra library space in sqm. per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is made (which for the financial year 2022/2023 are 35 sq.m and £5,928 per sqm respectively).

4. **Travel Plan and Travel Plan Audit Fee**

- 4.1. To pay to the County Council prior to the Commencement Date the Travel Plan Audit Fee Index Linked.
- 4.2. Not to cause or allow the Commencement of the Development to occur until the Travel Plan Audit Fee has been paid to the County Council.
- 4.3. To submit the Travel Plan for approval prior to Commencement of Development
- 4.4. Not to Commence Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
- 4.5. Upon the First Occupation Date the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan.

FOURTH SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution towards formal sport facilities at Berrylands and / or Court Bushes and / or Fairfield Recreation Ground in Hurstpierpoint.
- 1.2. To expend the Play Space Contribution on play equipment at or improvements to Barn Close play area and/or the MUGA at Albourne Recreation Ground
- 1.3. To expend the Kickabout Contribution on kickabout provision at Barn Close play area and/or the MUGA at Albourne Recreation Ground
- 1.4. To expend the Community Buildings Contribution to enable the expansion / improvement of facilities at Albourne Village Hall.
- 1.5. To expend the Local Community Infrastructure Contribution towards the associated infrastructure costs of achieving the objectives of its Traffic Regulation Order application (currently being assessed by WSCC), such as the safety related improvements to the junction at the B2118 traffic lights and/or towards the improvement of the allotments that the Parish Council provides to residents.
- 1.6. To expend (or pay to the Police and Crime Commissioner or other body responsible for police and crime to expend) the Police Contribution towards the following:
 - 1.6.1 £3,125.55 as a pooled payments towards the cost of 1 additional dedicated officer in the Bolney, Albourne, Warninglid, Pyecombe and Poynings NPT to deliver policing to the site and surrounding area to be based at Burgess Hill Police Station.
 - 1.6.2 £943.80 as a pooled payment towards the cost of training and equipping 1 additional support staff member to deliver policing to the site and surrounding area to be based at Burgess Hill Police Station.
 - 1.6.3 £15,247.79 towards 0.62 additional officers/staff required to police the Development
 - 1.6.4 £4,252.80 as part payment towards one additional vehicle in the Bolney, Albourne, Warninglid, Pyecombe and Poynings NPT/NRT to deliver policing to the Mid Sussex District Council administrative area. This would include replacement after 4 years at a cost of £17,000 per vehicle.
- 1.7. To expend (or pay to the Horsham and Mid Sussex Clinical Commissioning Group or other body with responsibility for health) the Health Contribution towards supporting Silverdale practice / new site / site extension/growth.

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 and/or the Health Contribution and/ or the Police 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 of this FOURTH SCHEDULE the District Council shall have entered into a contract or other legally binding obligation (or in the case of the Health Contribution the Horsham and Mid Sussex Clinical Commission Group or other body with responsibility for health shall have entered into such contract or legally binding obligation or in the case of the Police Contribution the Police and Crime Commissioner or other body responsible for police and crime shall have entered into such contract or 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 and/or the Health Contribution and/or the Police 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 and/or the Health Contribution and/or the Police Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 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 1.7 of this FOURTH SCHEDULE including the process of obtaining All Requisite Consents.

FIFTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

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 Education Contribution together with any interest accruing thereon only on additional facilities at Albourne CofE Primary school (Primary) in order to mitigate the impact of increased pupil numbers at the school, or another school in the planning area of Hassocks should this be more suitable at the time that the contribution is made and additional facilities at Downlands Community school (Secondary).
- 2.2. It is hereby acknowledge for the avoidance of doubt and without prejudice to paragraph 2.1 above that the County Council is authorised (at its discretion) to apply the 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 Hurstpierpoint 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 Education Contribution and/or the Library Contribution shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on such date upon written request refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.
- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Education Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1, 2.1, 2.2 and 3 of this FIFTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or the 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
FORM OF DRAFT NOMINATION AGREEMENT

APPENDIX 2

THE PLANS

APPENDIX 3
PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:

Agreement dated:

Planning application reference number:

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

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

APPENDIX 4
TRAVEL PLAN

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

Authorised Officer

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

Authorised Officer

Signed as a Deed by
MARK STUART HUTCHINSON

in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
affixing the Common Seal of
CROUDACE HOMES LIMITED
in the presence of:-

Director

Director/Authorised Signatory

.....

DATED

202[]

[] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as []

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

[Ref]

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THIS NOMINATION AGREEMENT is made the _____ day of _____ 202[]

BETWEEN

- (1) [] [a Registered Society/Co-Operative Society/Community Benefit Society] (Registration Number []) under the Co-Operative and Community Benefit Societies Act 2014 whose registered office is at [] (“the Registered Provider”)
- (2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS (“the District Council”)

1 BACKGROUND

- 1.1 Words and expressions used in this Agreement are defined in clause 2.
- 1.2 The Registered Provider [has acquired] **OR** [shall by virtue of an Agreement for Sale acquire] **OR** [by virtue of a transfer/lease dated _____ acquired] the Property and pursuant to the provisions of the Section 106 Agreement the Registered Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units].

AGREED TERMS

2 INTERPRETATIONS

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

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

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

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

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are

calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND [in any event and in all cases] the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and “Affordable Rented” shall be construed accordingly;

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

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

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

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

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

Data Protection Legislation has the meaning set out in clause 23.1;

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

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

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

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

Local Connection Criteria means the criteria set out in para 14

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

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

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

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

Nomination Request means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit (or part thereof);

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

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

Plan means the plan annexed at Schedule 2;

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

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

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

Rentcharge means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and

management of any retained open space and roads and otherwise on terms to be approved by the District Council and **Rentcharges** shall be construed accordingly;

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

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (in respect of a particular Affordable Housing Unit); or
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision from the time being in force in respect of a particular Affordable Housing Unit;

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

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

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

Sensitive Lets means Rented Units which:-

- (i) are adapted for use or occupation by certain users or occupiers; or
- (ii) have been deemed sensitive lets in order to assist in rectifying problems on a development where there are management difficulties or the homes have become difficult to let, in accordance with the Allocation Scheme,

AND agreed to be such by the District Council and the Registered Provider in accordance with clause 5;

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

Tenancy means an assured tenancy or assured shorthold tenancy of a Rented Unit drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as

may be authorised by Homes England from time to time for use by the Registered Provider and “Tenancies” shall be construed accordingly;

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

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

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

- 2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .
- 2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

3 NOMINATION RIGHTS

- 3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as set out in this Agreement.
- 3.2 The Registered Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

4 RENTED UNITS

- 4.1 From the date hereof the Registered Provider grants the District Council nomination rights of 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 6] offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit subject to the Local Connection Criteria having been met.
- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.2.4 either:-
- (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted
- then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.2.4 to 4.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Void Rented Units

- 4.3 In the case of all Rented Units which have become Void after the Initial Let or the Registered Provider has reasonable cause to believe they will become Void (to include Sensitive Lets):-
- 4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.
- 4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been

served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.

- 4.3.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.
- 4.3.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.3.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.3.4 either:-
- (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted

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

5 SENSITIVE LETS

- 5.1 If the Registered Provider at any time reasonably requires a Void Rented Unit to be a Sensitive Let then it shall notify the District Council in writing providing detailed reasons and justification for this requirement.
- 5.2 Within five (5) Working Days of receipt of written notice pursuant to clause 5.1 the District Council shall (acting reasonably) notify the Registered Provider in writing whether it agrees that the letting of the Void Rented Unit in this instance is a Sensitive Let and whether it will be a Sensitive Let indefinitely or for this letting only PROVIDED THAT the District Council shall have absolute discretion to determine at any stage that the relevant Void Rented Unit should no longer be a Sensitive Let.
- 5.3 Should the Void Rented Unit be deemed a Sensitive Let in accordance with this clause, the provisions of the Allocation Scheme in relation to Sensitive Lets will be applied.
- 5.4 Should the District Council fail to respond to the Registered Provider in accordance with clause 5.2 then the Void Rented Unit shall be deemed to be a Sensitive Let.

6 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

- 6.1 The District Council may consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit for:-
- 6.1.1 a temporary decant of a Rented Unit after which the tenant occupier will be returning to that Rented Unit;
 - 6.1.2 a Management Transfer
- 6.2 The District Council shall consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit in the following circumstances:-
- 6.2.1 a mutual exchange; or
 - 6.2.2 a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy
- PROVIDED ALWAYS that any such release under clause 6.1 and 6.2 will not affect the District Council's future nomination rights under clause 4.

7 REJECTION OF NOMINEES

- 7.1 The Registered Provider may reject a Nomination Notice given by the District Council in respect of an Affordable Housing Unit pursuant to clause 4 on the following (and no other) grounds:-
- 7.1.1 the Affordable Housing Unit does not meet the household's need in terms of size or accessibility;
 - 7.1.2 the Registered Provider considers that the Nominee is not a qualifying person as defined by the Allocation Scheme;
 - 7.1.3 the Nominee is not considered suitable for a Sensitive Let in accordance with clause 5
 - 7.1.4 the Registered Provider can refuse a nomination provided the Registered Provider and the District Council are satisfied that the property is unaffordable for the nominated household and the Registered Provider can demonstrate that it is not affordable and all reasonable steps have been taken to accurately check affordability;
- 7.2 The Registered Provider may in exceptional circumstances reject a Nominee where the Registered Provider (acting reasonably) considers that the Nominee fails the criteria set out in its own internal policies and procedures for letting Rented Units and shall provide the reasons for refusal in writing to the District Council

PROVIDED THAT where such a rejection is made pursuant to clause 7.1 or 7.2 the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with clause 4 by way of replacement

8 CHOICE BASED LETTING SCHEME

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

9 ALLOCATION SCHEME

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

10 TENANCY TERMS AND LETTINGS POLICY

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

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

10.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

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

10.2.1 tenancy policy;

10.2.2 lettings/allocations policy; and

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

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

11 SUPPLY OF INFORMATION AND MONITORING MEETINGS

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

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

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

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

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

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

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

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

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material

breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

12 MANAGEMENT AND MAINTENANCE

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

13 FINANCIAL CONSTRAINTS ON RENTED UNITS

- 13.1 In relation to the Rented Units the Registered Provider shall:-
- 13.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and
 - 13.1.2 not require:-
 - (a) any form of tenancy deposit (meaning any money intended to be held by the landlord under the Tenancy or otherwise as security for the performance of any obligations of the tenant or the discharge of any liability of his/hers arising under or in connection with the Tenancy);
 - (b) a charge for credit reference checks; or
 - (c) any form of guarantee or bond from any third party guarantor unless the tenant is under the age of 18
 - 13.1.3 be entitled to levy rent in advance but such a levy shall not be applied in such a way that excludes eligible households that meet the definition of Affordable Housing. Where such exclusion occurs, based on the households income and expenditure, the Registered Provider will make arrangements with the Nominee to levy the rent in advance in instalments over a reasonable period of time.
 - 13.1.4 ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Rented Units from time to time.

14 LOCAL CONNECTION

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

14.1.1 The Applicant or joint applicant:

- a) resides in [VILLAGE NAME] ("the village") as their only or principal home and had done so for the previous 2 years; or
- b) has resided in the village as their only or principal home for a period of at least 3 years in aggregate out of the preceding 5 years; or

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

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

- 14.2 In the event that no suitable Applicant has bid or been put forward via a Nomination Request for a home in the village using the above Local Connection criteria, then bids from Applicants with a Local Connection to the parish in which the village is located will be considered in the same way as if they had a Local Connection with the village.
- 14.3 In the further event that no bids or Nomination Requests are received for a home in the village from an Applicant who has a Local Connection with the parish in which the village is located, then bids from Applicants with a Local Connection to a neighbouring parish in the district of Mid Sussex will be considered in the same way as if they had a Local Connection with the village.
- 14.4 In the further event that no bids or Nomination Requests are received for a home in the village from an Applicant who has a Local Connection with a neighbouring parish in the district of Mid Sussex, then bids from other Applicants on the register will be considered in the same way as if they had a Local Connection with the village in which the new housing development is situated.
- 14.5 Where a new home is a wheelchair accessible unit priority will be determined by need rather than local connection, but priority will still be given to bids from suitable local applicants who have a specific mobility need for these homes and who have the relevant Local Connection with the new development

15 DISPOSAL RESTRICTIONS

- 15.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.
- 15.2 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider has ensured compliance at all times with the terms of this Agreement.
- 15.3 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider shall first procure that the disponent (being a provider of Affordable Housing registered with Homes England and first approved in writing by the Responsible Officer for Housing) shall have entered into a nomination agreement with the District Council which

shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

16 LAND REGISTRY RESTRICTION

16.1 [Clauses 16.1 and 16.2 are for use where the Land has not yet been transferred to the RP:

The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [] of the Section 106 Agreement].

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

16.3 Immediately following the completion of [this Agreement] OR [registration referred to at clause 16.2 above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of Mid Sussex District Council of “Oaklands”, Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of clause 155 of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition.” (Land Registry Form L).

16.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in clause 16.3.

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

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

16.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with clause 16.3 within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

17 DISTRICT COUNCIL'S POWERS AND LIABILITIES

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

- 17.1.1 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
- 17.1.2 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.

18 MORTGAGEE PROTECTION

18.1 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:-

- 18.1.1 in the event of any Chargee disposing of the Affordable Housing Units (or any one or more of them) pursuant to any default under the terms of its mortgage or charge the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [] 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
- 18.1.2 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

19 DISPUTE RESOLUTION

19.1 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

- 19.2 If the matter cannot be resolved as provided for in clause 19.1 then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.
- 19.3 If the matter cannot be resolved as provided for in clause 19.2 then either person referred to in clause 19.2 may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 19.4 The parties agree that the decision of the person named in clause 19.3 shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

20 NOTICES

- 20.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:-
- 20.1.1 For the District Council: The Responsible Officer for Housing at the address of the District Council given herein
 - 20.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]
- or to such other person or address as one party shall notify to the other in writing from time to time
- 20.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:-
- 20.2.1 by first class post deemed served two (2) Working Days after posting;
 - 20.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
 - 20.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and
- 23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

21 COSTS

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

22 NO FETTER OF DISCRETION

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

23 DATA PROTECTION

- 23.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;
- 23.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.
- 23.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Agreement:
- 23.3.1 adhere to all applicable provisions of the Data Protection Legislation;
 - 23.3.2 comply with any notification requirements under the Data Protection Legislation;
 - and
 - 23.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 23.4 Notwithstanding the general obligation in clause 23.3, in respect of the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.
- 23.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 23.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 23.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this clause 23.7.

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

24 GOVERNING LAW

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

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

DRAFT

SCHEDULE 1 - AFFORDABLE HOUSING UNITS

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

DRAFT

SCHEDULE 2 - PLAN

DRAFT

[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]

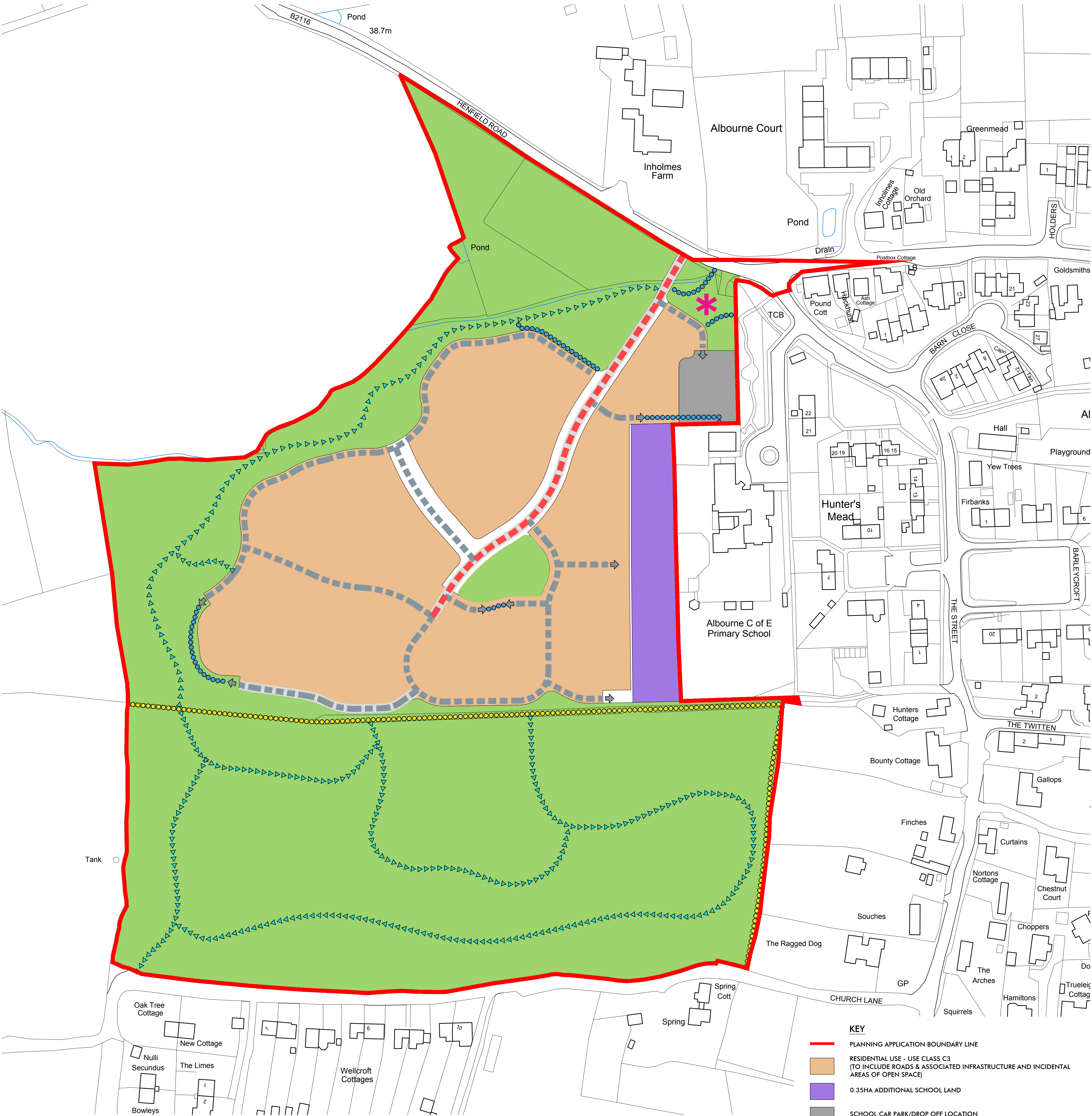
[Director OR Committee member OR Secretary]

The **COMMON SEAL** of

MID SUSSEX DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Authorised Officer



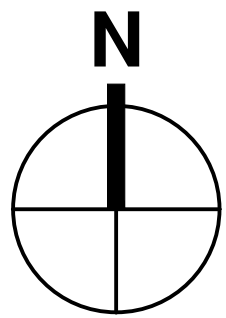
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- KEY**
- PLANNING APPLICATION BOUNDARY LINE
 - RESIDENTIAL USE - USE CLASS C3 (TO INCLUDE ROADS & ASSOCIATED INFRASTRUCTURE AND INCIDENTAL AREAS OF OPEN SPACE)
 - 0.35HA ADDITIONAL SCHOOL LAND
 - SCHOOL CAR PARK/DROP OFF LOCATION
 - GREEN INFRASTRUCTURE - TO INCLUDE PUBLIC OPEN AND AMENITY SPACE (INCLUDING EQUIPPED CHILDREN'S PLAY AREAS); ASSOCIATED LANDSCAPING AND ECOLOGICAL ENHANCEMENT WORKS; FOOTPATHS, CYCLEWAYS; DRAINAGE, UTILITIES AND SERVICE INFRASTRUCTURE; GREEN INFRASTRUCTURE MAY ALSO INCLUDE CROSSING POINTS OF ROADS;
 - INDICATIVE LOCATION FOR COMMUNITY BUILDING
 - PRIMARY ACCESS ROAD
 - SECONDARY/TERTIARY/SHARED RESIDENTIAL STREET (INDICATIVE LOCATION)
 - FOOTWAY/CYCLEWAY LINKS (INDICATIVE LOCATION)
 - EXISTING PUBLIC RIGHT OF WAY
 - INFORMAL FOOTWAYS (INDICATIVE LOCATION)

NOTE:
DEVELOPMENT CELLS/ROAD ALIGNMENT CAN DEVIATE BY UP TO 10m UPON DETAILED DESIGN


PRIMARY ACCESS CORRIDOR TO INCLUDE ROAD, FOOTPATHS, CYCLE PATHS WHERE NECESSARY, SERVICE MARGINS, VERGES, SUDS WHERE INCLUDED & PRIVATE FRONT GARDENS.

SECONDARY/TERTIARY/SHARED RESIDENTIAL STREET AND FOOTWAY/CYCLEWAY POSITIONS TO BE FIXED AT DETAILED DESIGN STAGE THROUGH RESERVED MATTERS APPLICATION



0 m 50 m 100 m
SCALE

Croudace
HOMES.CO.UK

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Project: HENFIELD ROAD, ALBOURNE		Scale: 1:1000 @ A1	Revision A B C	Drawn MP MP MP	Check JH JH JL	Date 10.06.22 13.07.22 28.07.22		3117	A	1201	PR	C
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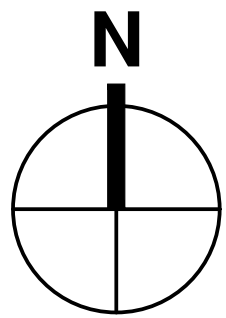
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KEY

- PLANNING APPLICATION BOUNDARY LINE
- STRUCTURAL OPEN SPACE (COMPRISING - OPEN SPACE, AMENITY & PLAY SPACE, LANDSCAPING, SUDS, HABITAT CREATION, CYCLEWAYS AND FOOTWAYS) STRUCTURAL OPEN SPACE MAY ALSO INCLUDE CROSSING POINTS OF TERTIARY ROADS
- SUDs - ATTENUATION BASIN / FEATURE
- INDICATIVE LOCATION LEAP - LOCAL EQUIPPED AREA FOR PLAY
- INDICATIVE LOCATION POCKET PARKS / TRIM TRAILS / PLAY STATIONS
- PRIMARY ACCESS ROAD
- RETAINED EXISTING LANDSCAPE/ECOLOGICAL FEATURES


NOTE: DEVELOPMENT CELLS, ROAD ALIGNMENT AND OPEN SPACE BOUNDARY ALIGNMENTS CAN DEViate BY UP TO 10m UPON DETAILED DESIGN

PRIMARY ACCESS CORRIDOR TO INCLUDE ROAD, FOOTPATHS, CYCLE PATHS WHERE NECESSARY, SERVICE MARGINS, VERGES, SUDS WHERE INCLUDED & PRIVATE FRONT GARDENS.

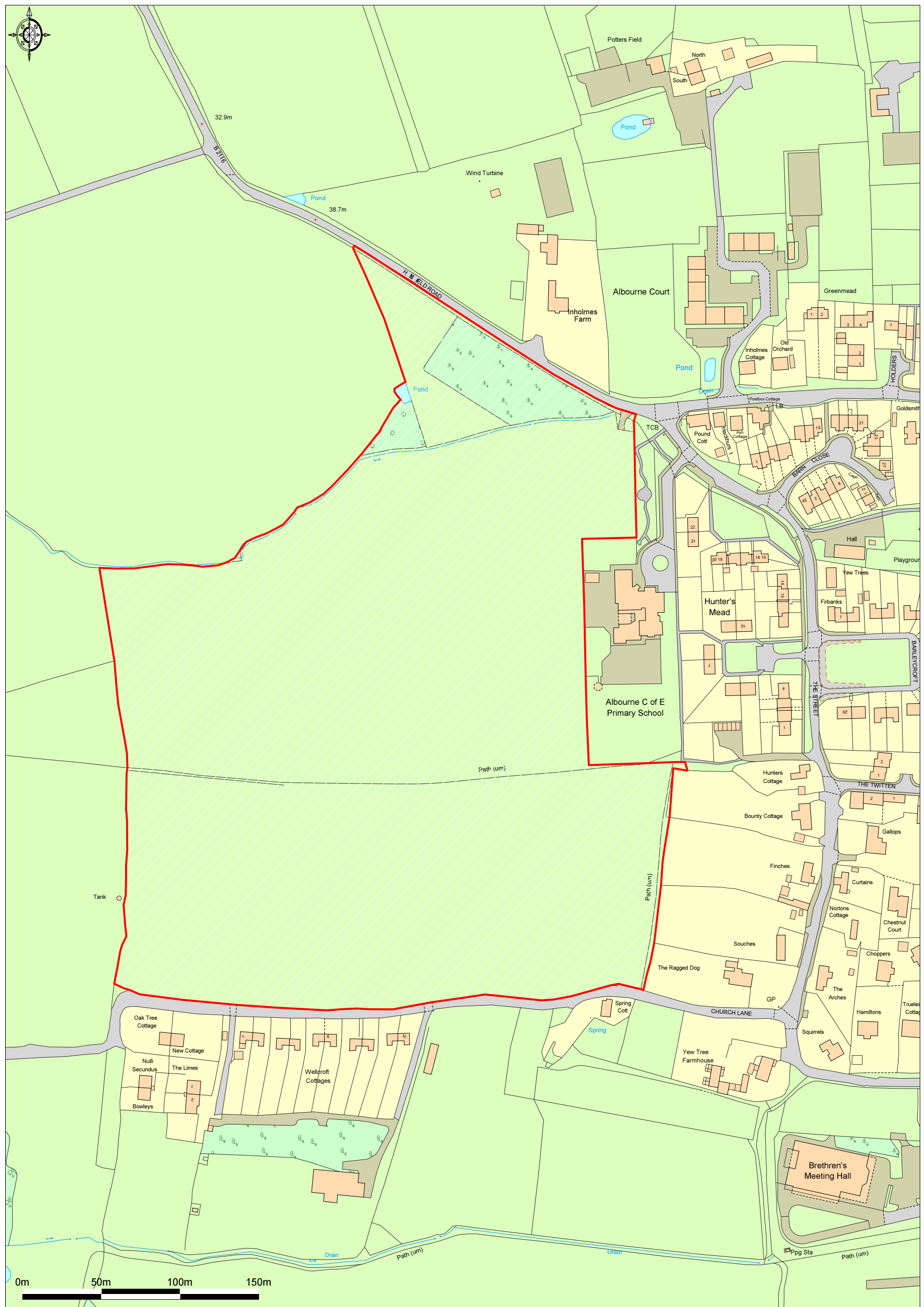


0 m 50 m 100 m
SCALE

Croudace
HOMES.CO.UK

Client: CROUDACE HOMES GROUP		Drawing Title: GREEN INFRASTRUCTURE PLAN				 The Forge Barn, 124 Manor Road North, Thrapston, Northants, NN7 0BH T: 01372 470 313 W: www.omega-architects.co.uk	Project No'	Class	Dwg No'	Status	Rev
Project: HENFIELD ROAD, ALBOURNE		Scale: 1:1000 @ A1	Revision: A B	Drawn: MP MP	Check: JH JH	Date: 16.06.22 13.07.22	3117	A	1205	PR	B

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LAND SOUTH OF HENFIELD ROAD, ALBOURNE

TRAVEL PLAN

July 2022

Croudace Homes Ltd

**RESIDENTIAL DEVELOPMENT
LAND SOUTH OF HENFIELD ROAD
ALBOURNE**

TRAVEL PLAN

CONTROLLED DOCUMENT

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Croudace Homes
Croudace House
Tupwood Lane
Caterham
Surrey
CR3 6XQ

Paul Basham Associates Ltd
Suite 4 Hitching Court
Blacklands Way
Abingdon Business Park
Abingdon
OX14 1RG

**RESIDENTIAL DEVELOPMENT
LAND SOUTH OF HENFIELD ROAD
ALBOURNE**

TRAVEL PLAN

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1. INTRODUCTION

- 1.1 This Travel Plan (TP) has been prepared by Paul Basham Associates on behalf of Croudace Homes to support an outline planning application for a residential development comprising up to 120 dwellings, a community shop and a formal pick up/drop off parking area for Albourne Church of England School at land to the south of Henfield Road, Albourne. The site location is identified in **Figure 1**, with the site layout included in **Appendix A**.

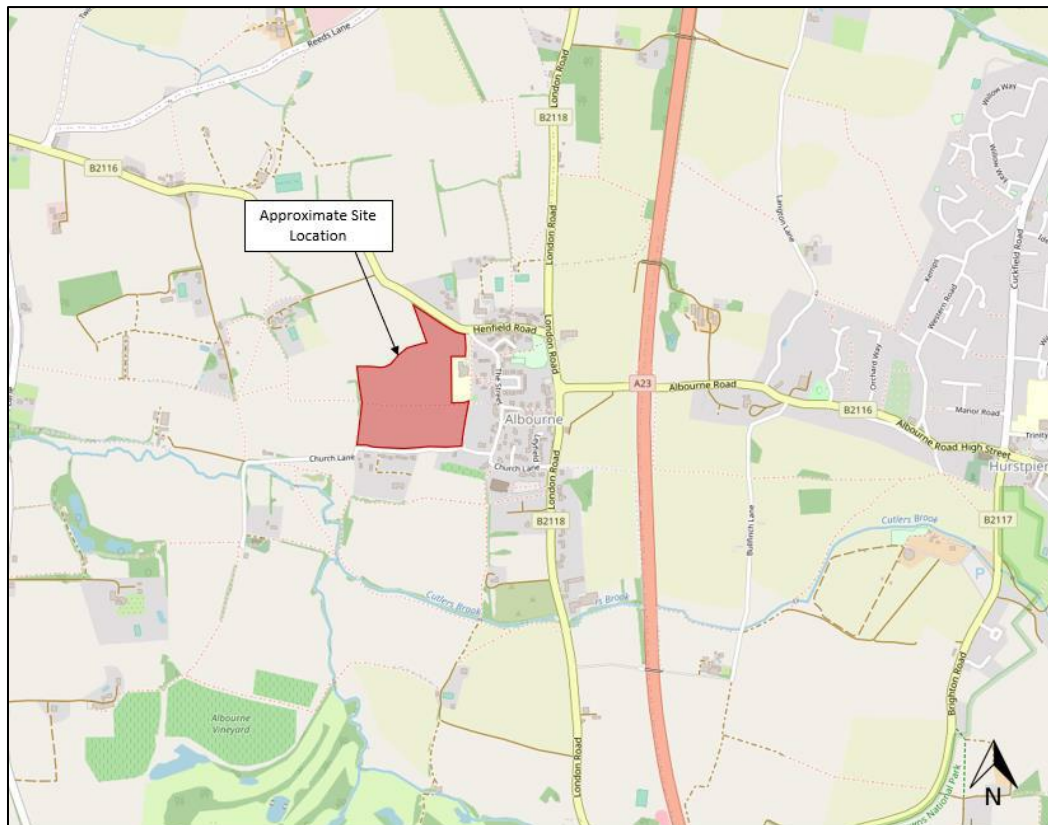


Figure 1: Approximate Site Location

- 1.2 A Transport Assessment (TA) has also been prepared by Paul Basham Associates in support of the application.
- 1.3 During August 2019, Paul Basham Associates attended an on-site meeting with West Sussex County Council as part of the pre-application discussions for a residential development of circa. 40 dwellings on a smaller portion of the site. A Land Promotion Transport Report (LPTR) was produced and informed the pre-application discussions and provided additional details required to support the larger quantum of development proposed. A copy of the formal highway's pre-application response (Ref: PRE-72-19) is attached within **Appendix B**. The principles of the pre-application discussions have been applied to this larger site.

Travel Plan Principles

- 1.4 A TP is a strategy for managing travel demands to a development site by meeting the travel needs of its users, reducing the impacts of car travel, supporting a reduced need to travel and increase in sustainable travel where appropriate and possible.
- 1.5 This TP supports access to a full range of local facilities and activities for future site users, whilst encouraging good design principles and working with the local community. The TP contains both physical and behavioural measures to increase travel choices and reduce reliance on single-occupancy car travel.

Travel Plan Objectives

- 1.6 In pursuit of reducing the impact of car travel, the need to travel by car and increase sustainable travel practises, this Travel Plan will be supported by several objectives, as set out in **Table 1**.

Objective Number	Objective
1	To support the development as part of a sustainable community
2	To facilitate and encourage the use of sustainable travel modes in preference to the use of the private car
3	Continually develop, implement, evaluate and review the progress of the Travel Plan
4	To promote and improve awareness of the Travel Plan process to residents, sales staff and visitors

Table 1: Travel Plan Objectives

Travel Plan Benefits

- 1.7 The preparation and delivery of a successful TP, combined with a package of suitable infrastructure measures, will deliver a number of benefits to the future residents and the existing local community and surrounding environment. For residents, these benefits include:
- Improved health and fitness through increased levels of walking and cycling;
 - Increased travel flexibility offered through wider travel choices;
 - The social aspects of sharing transport with others; and
 - A better environment within the site and surrounding area, as a result of reduced vehicular movements and parking pressures.

- 1.8 The implementation of the TP will lessen the impact of the development on the environment in terms of reducing congestion, noise and atmospheric pollution created by vehicle trips to and from the site. This will contribute to both local air quality management and national climate change reduction targets.

Travel Plan Structure

- 1.9 The remainder of this TP adheres to the following structure:

- Chapter 2: Travel Plan Policy
- Chapter 3: Existing Conditions and Site Accessibility
- Chapter 4: Proposed Development
- Chapter 5: Indicative Baseline and Target Travel Patterns
- Chapter 6: Travel Plan Strategy
- Chapter 7: Marketing and Communications
- Chapter 8: Implementation and Monitoring
- Chapter 9: Summary and Conclusions

2. TRAVEL PLAN POLICY

2.1 The objectives of this TP have been designed to work alongside those set at national, regional and local levels. For reference these objectives particularly relate to:

- National Planning Policy Framework (NPPF);
- Planning Practice Guidance (PPG);
- West Sussex County Council Local Transport Plan (LTP) (2022-2036);
- Mid Sussex District Plan 2014-2031 (Adopted March 2018); and
- Albourne Parish Neighbourhood Plan (2014-2031)

National Planning Policy Framework (NPPF)

2.2 The NPPF (July 2021) acts as the central guidance for development planning. As defined in the NPPF's Annex 2: Glossary, a Travel Plan is 'a long term management strategy for an organisation or site that seeks to deliver sustainable transport objectives and is regularly reviewed' and is a requirement for developments which generate a significant amount of movement. The following NPPF paragraphs are relevant to the Travel Plan:

Transport issues should be considered from the earliest stages of plan-making and development proposals, so that:

- a) The potential impacts of development on transport networks can be addressed;
- b) Opportunities from existing or proposed transport infrastructure, and changing transport technology and useage, are realised – for example in relation to the scale, location or density of development that can be accommodated;
- c) Opportunities to promote walking, cycling and public transport use are identified and pursued;
- d) The environmental impacts of traffic and transport infrastructure can be identified, assessed and taken into account – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains; and
- e) Patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places.

(NPPF Para.104)

The planning system should actively manage patterns of growth in support these objectives. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes. This can help to reduce congestion and emissions, and improve air quality and public health. However, opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and this should be taken into account in both plan-making and decision-making.

(NPPF Para.105)

All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed.

(NPPF Para. 113)

Planning policies and decisions should sustain and contribute towards compliance with relevant limit values or

national objectives for pollutants, taking into account the presence of Air Quality Management Areas and Clean Air Zones, and the cumulative impacts from individual sites in local areas. Opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement. So far as possible these opportunities should be considered at the plan-making stage, to ensure a strategic approach and limit the need for issues to be reconsidered when determining individual applications. Planning decisions should ensure that any new development in Air Quality Management Areas and Clean Air Zones is consistent with the local air quality action plan.

(NPPF Para.186)

Planning Practice Guidance (PPG)

- 2.3 The PPG (2014) is due to be updated to reflect the revised NPPF, however, the existing PPG document still contains relevant planning principles which relate to the NPPF and therefore has been retained until an updated document has been published.
- 2.4 The PPG (2014) provides an overarching framework within which the transport implications of development should be considered. It provides advice on the preparation of Transport Assessments, Transport Statements and Travel Plans.

Travel Plans, Transport Assessments and Statements are all ways of assessing and mitigating the negative transport impacts of development in order to promote sustainable development. They are required for all developments which generate significant amounts of movements.

(PPG Para. 3)

- 2.5 The key principles within which Travel Plans, Transport Assessments and Statements should be undertaken are detailed as follows:
- Proportionate to the size and scope of the proposed development to which they relate and build on existing information wherever possible;
 - Established at the earliest possible stage of a development proposal;
 - Be tailored to particular local circumstances;
 - Be brought forward through collaborative ongoing working between the Local Planning Authority, Transport Authority, transport operators and other relevant bodies.
- 2.6 The guidance emphasises the importance of consulting the relevant local authority at the outset in order to scope the Transport Assessment work on the basis of the principles highlighted above.

West Sussex County Council Transport Plan (LTP) (2022-2036)

- 2.7 The West Sussex Council Local Transport Plan covers the period up to 2036 and provides details of how the Council intends to improve transport and accessibility over the next 14/15 years. The vision

for the Local Transport Plan (LTP) is: “for a West Sussex transport network in 2036 that works for communities in the Coastal West Sussex, Gatwick Diamond and Rural West Sussex economic areas by helping to address the spatial economic challenges of the County, level up the coastal economy and provide access to employment and services countywide.”

2.8 The WSCC LTP is based around five transport goals:

Active Travel Strategy Extending and improving the network of active travel facilities
Share Transport Strategy Facilitate a more efficient and customer focused bus network, using community transport and new mobility solutions where possible.
Rail Strategy Identifying priorities that will help rail networks to perform a strategic role in the transport network, providing connectivity between towns in West Sussex.
Access to Gatwick Airport Strategy Supporting initiatives that will increase sustainable transport mode share for passengers and employees and ensure community needs are taken into account.
Road Network Strategy Improve efficiency of the most strategically important local roads and provide facilities for active travel and shared transport services, supported by use of using demand management techniques.

2.9 The LTP sets out area strategies whereby Mid Sussex has area specific transport strategies which include, roadway improvements, increased and improved charging infrastructures, improve cycle routes, improvement to bus and rail services, and interchange facilities.

Mid Sussex Local Plan

2.10 The Mid Sussex Local Plan provides a long-term strategy that seeks to shape and guide new developments in the Mid Sussex area. The Vision states:

“A thriving and attractive district, a desirable place to live, work and visit. Our aim to maintain, and where possible, improve the social, economic and environmental well-being of our District and the quality of life for all, now and in the future”.

2.11 The Vision is supported by four priority themes that promote the development of sustainable communities:

- Protecting and enhancing the environment;

- Promoting economic vitality;
- Ensuring cohesive and safe communities; and
- Supporting healthy lifestyles.

Albourne Parish Neighbourhood Plan (2014-2031)

2.12 Albourne Parish Council Neighbourhood plan is a report that 'covers the whole parish area for the period up to 2031. It sets out the development principles and allocation of areas for future building and land use'. Policies and objectives have been derived and improved based upon public surveys and feedback. The following objects are therefore as follows:

- Keeping the 'village-feel' and sense of place
- Protecting and enhancing the environment
- Promoting economic vitality and diversity
- Ensuring cohesive and safe communities
- Supporting healthy lifestyles

2.13 Albourne Parish Neighbourhood Plan sets out policies and aims, whereby the policies and aims in relation to transport and the proposed site have been summarised below:

Country, Landscape and Conservation

Policy ALC3: Development will be supported in the countryside provided that it does not individually or cumulatively result in coalescence and loss of separate identity of neighbouring settlements or perception thereof; and provided that it does not conflict with other policies in this Plan.

Development for essential utility infrastructure will be acceptable in exceptional circumstances where it can be demonstrated that there are no alternative sites suitable and available, and that the benefit outweighs any harm or loss. Local gaps between the following settlements define those areas covered by this policy: Albourne and Sayers Common, and Albourne and Hurstpierpoint.

Housing

Policy ALH1: Development will generally be supported within or immediately adjoining the Built-Up Area Boundary provided that: The development is appropriate to a village setting in terms of scale, height and massing, The development is demonstrated to be sustainable, having regard to the settlement hierarchy, The development makes an appropriate use of a brownfield site or the development is infill and surrounded by existing development.

Employment

Policy ALE1: Development (within the built-up areas of the sites shown on map 9.2 within the report) which maintains and enhances employment in these locations, will be supported, subject to the requirements of any relevant policies elsewhere in this plan.

Transport

Aim ALTA1: A specific scheme will be developed aimed at improving the safety of road users and pedestrians utilising the Albourne stretches of the B2118 and B2116 roads

Aim ALTA2: A specific scheme will be developed aimed at improving the safety of road users and pedestrians using The Street, Church Lane, Truslers Hill Lane, Shaveswood Lane and Reeds Lane.

Aim ALTA3: A scheme to manage traffic congestion and parking arrangements in this area will be developed. It is intended that the scheme will include specific measures (in conjunction with the School) to seek to address the issues apparent at school drop off and pick up times.

Aim ALTA4: A proposal will be developed in conjunction with the highways department at WSCC to downscale and streamline all road signage on the B2118 and its feeder roads. The proposal will also seek to remove all unnecessary and inappropriate roadside clutter.

Aim ALTA5: The Council will lobby the appropriate bodies to ensure the earliest delivery of an up to date 'quiet tarmac' road surface for the length this trunk road (A23) as it passes through this and adjoining parishes.

Amenities

Aim ALAA3: The council will support and assist efforts by the school to increase capacity and improve facilities for teachers and pupils

3. EXISTING CONDITIONS AND SITE ACCESSIBILITY

Existing Site Conditions

- 3.1 The site is situated towards the western edge of Albourne Village, approximately 580m west of the A23 and 1.4km south of Sayers Common. Hurstpierpoint is located approximately 1.7km east of the site offering a wider variety of amenities and services including several shops and restaurants, places of worship, a pharmacy, dentist, health centre and library.
- 3.2 The site comprises undeveloped agricultural land bordered by Henfield Road to the north and Church Lane to the south. To the east the site is bordered by Albourne CoE Primary School and existing residential dwellings whilst to the west the site is bordered by neighbouring agricultural fields.
- 3.3 There are currently two existing points of vehicular access to the site. The triangular parcel of land which extends across the site frontage, comprises an orchard and is accessed via a gated entrance approximately 90m west of The Street/Henfield Road junction.
- 3.4 The remainder of the site, also used for agricultural purposes, is served by a different gated access towards the north-east corner of the site on Henfield Road. This access is situated approximately 10m west of The Street/Henfield Road junction and is shown in **Photograph 1**. The existing site conditions are demonstrated in **Photograph 2-4**.



Photograph 1: Existing Access Arrangement



Photograph 2: Existing Site Conditions



Photograph 3: Existing Site Conditions



Photograph 4: Existing Site conditions

Local Road Network

Henfield Road

- 3.5 Henfield Road (B2116) is a single carriageway road with an east-west alignment and measures approximately 6.5m in width. Within the vicinity of the existing site accesses Henfield road is subject to a 30mph speed limit however approximately 20m west of The Orchard access and halfway along the site frontage with Henfield Road, the speed limit changes to national speed limit. The existing conditions along Henfield Road within the vicinity of the site are demonstrated in **Photographs 5-8**.



Photograph 5: Conditions on Henfield Road (Eastbound)



Photograph 6: Conditions on Henfield Road (Westbound)



Photograph 7: Speed signposts along Henfield Road (Eastbound)



Photograph 8: Speed signposts along Henfield Road (Westbound)

- 3.6 Approximately 300m east of the site, Henfield Road joins with the B2118 via a priority junction. The B2118 provides good connections with the strategic road network including the A23 and the A272. The A23 is accessible via a 3-minute drive (2.5km) north of the site and provides connections with Crawley to the north (18 minutes) and Brighton to the south (23 minutes). The existing conditions along and adjacent the B2118 junction are shown in **Photographs 9 and 10**.



Photograph 9: Conditions at the B2118/Henfield Road Junction



Photograph 10: Conditions along the B2118 (southbound)

The Street

- 3.7 The Street is a single carriageway road with a north-south alignment, measuring 6m in width. The Street is subject to a 20mph speed limit and connects with Henfield Road to the north and Church Lane to the south, with connections to Barn Close approximately 90m south of the junction with Henfield Road. Albourne CoE Primary School's access is also located along this road, approximately 26m south of the junction. The existing conditions along The Street are shown in **Photographs 11 and 12**.



Photograph 11: The Street conditions (school keep clear markings) (southbound)



Photograph 12: The Street conditions (northbound)

Pedestrian Network

Henfield Road

- 3.8 Pedestrian footways in the immediate vicinity are currently provided along Henfield Road between The Street/Henfield Road junction, this area is known as the Millennium Trail. The existing pedestrian conditions are shown in **Photographs 13** and **14**.



Photograph 13: Pedestrian footpath access to the Millennium Trail



Photograph 14: Pedestrian footpath in the Millennium Trail

- 3.9 Pedestrian footways measuring approximately 1.5m width flank the southern side of the carriageway for approximately 105m swapping to the northern side for approximately 55m before alternating to the southern side for approximately 60m. These footways connect to the B2118 /Henfield Road junction and with The Street pedestrian routes (both to the east of the site). At the Henfield Road/B2118 junction, dropped kerbs and a pedestrian refuge island are present to facilitate the safe movement of pedestrians. Due to the nature of the Henfield Road and distance to alternative amenities on the western side of the site, no pedestrian footways are provided here. The existing pedestrian conditions are shown in **Photographs 15-18**.



Photograph 15: Pedestrian footway on Henfield Road (eastbound)



Photograph 16: Pedestrian dropped kerbs on Henfield Road (eastbound)



Photograph 17: Pedestrian footway on Henfield Road (eastbound)



Photograph 18: Informal pedestrian footway to Henfield Road/B2118 junction

The Street

- 3.10 The Street provides pedestrian footways that flank both sides of the carriageway at varying widths (approximately 1.5m on the eastern side and approximately 1.8m on the western side). The eastern pedestrian footway heads towards the Albourne Parish Council building, and a public footpath continues east through a recreation ground connecting to the B2118. The western flanking pedestrian footway continues for 140m from the Parish Council connecting to The Twitten road; providing further connections to the B2118 via a public footpath in the form of an alleyway that stretches approximately 70m east. These pedestrian footways feature dropped kerbs and tactile paving. The existing pedestrian conditions along The Street and Barn Close are shown within **Photographs 19-22** below.



Photograph 19: Pedestrian footway adjacent Barn Close looking to the Parish Council



Photograph 20: Pedestrian Public Footpath Signage



Photograph 21: Pedestrian footway along the Twitten



Photograph 22: The Street School Tactile Paving Crossing (northbound)

B2118

- 3.11 Footways continue along the B2118 in both directions towards Sayers Common to the north and Albourne Road (towards Hurstpierpoint) to the south. These footways measure approximately 2m in width providing connections to the 'Traffic Lights' Bus Stop and other amenities in Sayers Common. Existing pedestrian footways along the B2118 are demonstrated in **Photographs 23**.



Photograph 23: Pedestrian footway along the B2118
(southbound)

- 3.12 Approximately 25m north of the Henfield Road / B2118 junction a dropped kerb is featured flanking the southbound carriageway (east) opposite a vehicle crossover on the northbound (west) side, provided to facilitate pedestrian movements across the B2118. The crossing point is supported by dropped kerbs, and the straight alignment of the road allows for good visibility along the carriageway. Approximately 15m south of the aforementioned junction a pedestrian crossing point is also provided, supported by a pedestrian refuge island in the centre of the carriageway and tactile paving.
- 3.13 Approximately 175m south of the Henfield Road/B2118 junction, signalised pedestrian crossings are provided at the B2118 / Albourne Road (B2116) junction providing a safe route for pedestrians travelling towards Hurstpierpoint.
- 3.14 In addition to the footways along Henfield Road, The Street and the B2118, the site is situated within the vicinity of a number of Public Right of Ways (PROWs) which provide pedestrian routes towards the neighbouring village of Hurstpierpoint as well as local facilities including the Singing Hills Golf Course and the Albourne Equestrian Centre.
- 3.15 An overview of the Public Rights of way within the vicinity of the site is provided in **Figure 2**.

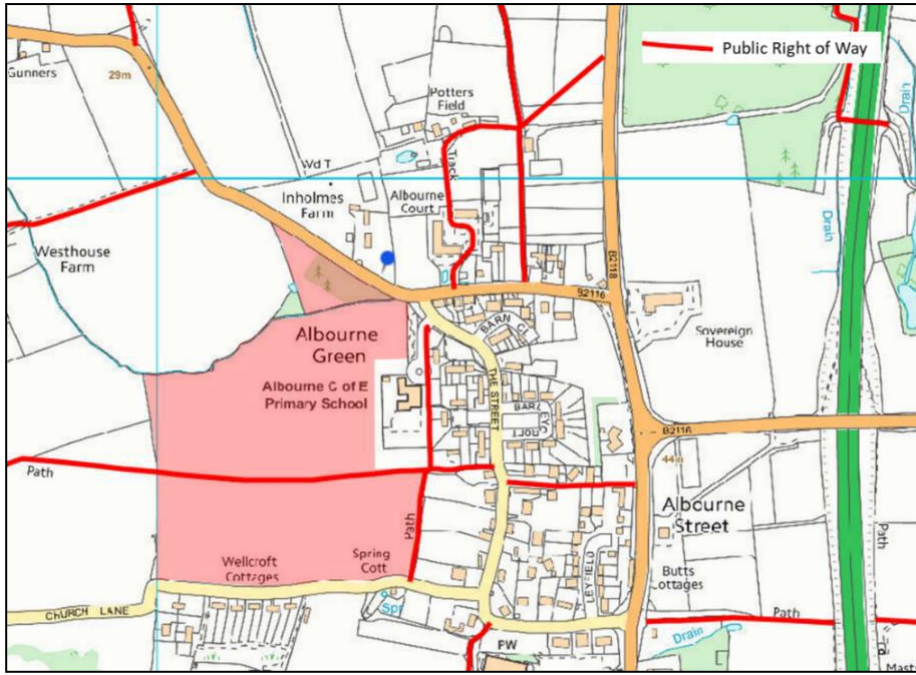


Figure 2: Local Public Rights of Way

3.16 PROW No.15_1AI runs through the centre of the site to the south of the proposed residential dwellings. The route connects the site with The Street to the east of the site and provides a continuous pedestrian route towards the B2118 via The Twitten. Furthermore, pedestrian infrastructure and routes have been demonstrated in Figure 3.

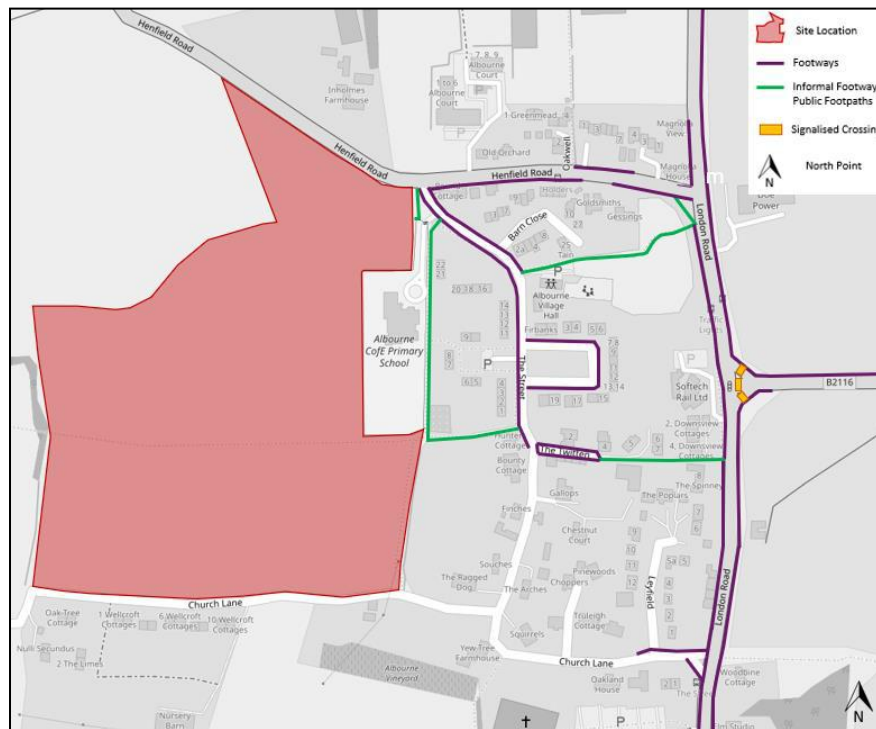


Figure 3: Local Walking Infrastructure and Routes

Cycle Network

- 3.17 Due to the nature of the Albourne topography, cycling is an attractive mode of travel. The site is situated approximately 300m west of National Cycle Route (NCR) 20 which follows the route of the B2118 within the vicinity of the site (**Figure 4**). The route connects the site with Crawley to the north via Sayers Common, Hickstead, Bolney, Staplefield, Handcross and Pease Pottage. To the south, the route connects the site with Brighton via Pyecombe, Withdean and Preston.

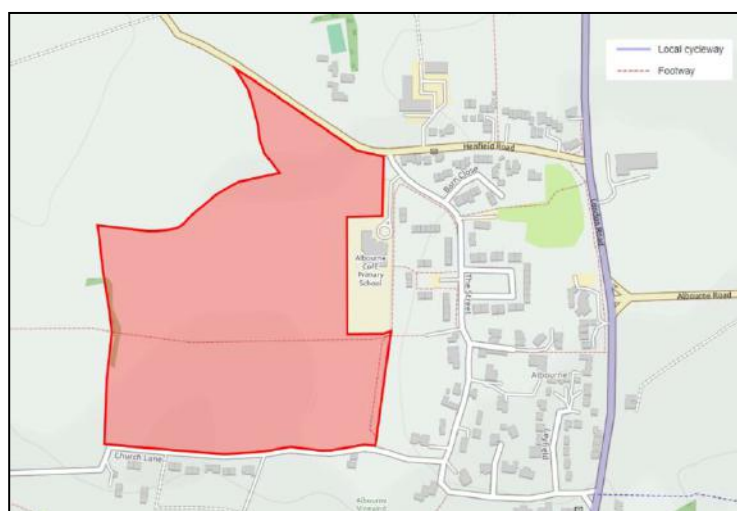


Figure 4: Local Cycleway and Walking Routes

Facilities

- 3.18 The site is located within Albourne and is situated approximately 1.4km south of Sayers Common (a 6-minute cycle and 21-minute walk) and 1.7km west of Hurstpierpoint (a 6-minute cycle and 23-minute walk). Sayers Common provides a public house and Community Shop and Hurstpierpoint is facilitated by an abundance of facilities including, restaurants, cafés, schools, supermarkets, post office, theatre, pharmacy and health clinic.
- 3.19 The CIHT document, 'Providing for journeys on foot' (2000), identifies the 'desirable', 'acceptable' and 'preferred maximum' walking distances to locations within town centres and elsewhere. The distances are outlined within **Table 2** below.

	Town Centre (m)	Elsewhere (m)
Desirable	200	400
Acceptable	400	800
Preferred Maximum	800	1200

Table 2: CIHT Guidance for 'Providing for journeys on foot' (2000)

3.20 The proximity of the site to the local amenities as well as the existing pedestrian infrastructure presents an good opportunity to promote the use of sustainable travel and create a sustainable development. A summary outlining the proximity to a select number of local amenities is provided within **Table 3**, using the average walking speed of 1.4m/s as defined by CIHT's 'Providing for journeys on foot' (2000).

Amenity	Distance	Walking Time	Cycle Time
Primary School (Albourne CE Primary School)	55m	1 min	1 min
Park (Albourne Recreation Ground)	200m	2 min	1 min
Public House (Duke of York – Sayers Common)	1600m	21 min	6 min
Restaurant (Crossways Fish and Chips Hurstpierpoint)	1850m	22 min	6 min
Convenience Store (Sayers Common Community Shop)	1900m	25 min	6 min
Supermarket (Co-Op Hurstpierpoint)	2000m	25 min	6 min
Post Office (Hurstpierpoint Post Office)	2100m	26 min	6 min
Pharmacy (Lloyds Pharmacy Hurstpierpoint)	2200m	27 min	7 min
Health (Hurstpierpoint Health Clinic)	2200m	27 min	7 min
Leisure (Hurstpierpoint Village Theatre/Cinema)	2300m	28 min	7 min

Table 3: Proximity to Local Amenities

Public Transport

- 3.21 The closest bus stops to the site are the 'Holders' bus stop, located within 150m of the site (a two-minute walking distance). Both stops are served by the 590 bus service which departs at 08:25 during the week and serves Sayers Common, Muddleswood, Hurstpierpoint, and Clayton.
- 3.22 A better served bus stop includes the 'Traffic Lights' bus stops, located along the B2118, approximately 300m east of the site (5-minute walking distance). The northbound stop comprises a layby and sheltered seating, whilst the southbound stop comprises a flag and pole style stop with printed timetables. Bus stop infrastructure is shown in **Photographs 24 & 25**.



Photograph 24: The Traffic Lights bus stop infrastructure (northbound side)



Photograph 25: The Traffic Lights bus stop infrastructure (southbound side)

3.23 A summary of the bus services provided within the vicinity of the site are outlined within **Table 4** and a summary of the local bus routes are demonstrated in **Figure 5**.

Service	Stops At: (Closest Stop)	Route	Operator	Frequency		
				M-F	Sat	Sun
590	Traffic Lights & Holders	Sayers Common – Hurstpierpoint – Keymer – Albourne	The Sussex Bus	Once a day: 08:25	No Service	
100	Traffic Lights	Burgess Hill – Henfield – Steyning – Storrington – Pulborough – Horsham	Compass Travel	Hourly	Hourly	No Service
273	Traffic Lights	Crawley – Hurstpierpoint – Brighton	Metrobus	Every 2 hours approx.		No Service
331	Traffic Lights	Keymer – Hurstpierpoint – Sayers Common	The Sussex Bus	Once a day: 15:31	No Service	

Table 4: Summary of Local Bus Services

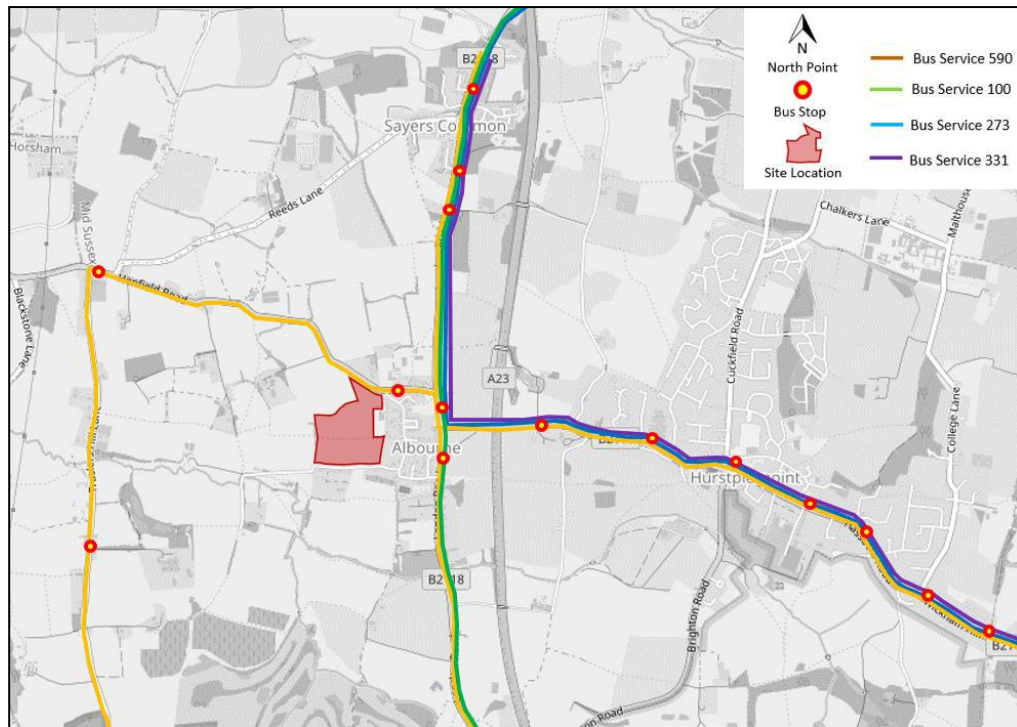


Figure 5: Summary of Local Bus Routes

Rail Services

- 3.24 The closest railway station to the site is Hassocks Station, situated approximately 4.5km east of the site. The station can be accessed from the site via a 15-minute (approx.) cycle or 25 minute journey (approx.) via the 273 bus service from the 'Traffic Lights' bus stop.
- 3.25 Frequent train services are available from Hassocks Station to destinations including Burgess Hill (4 minutes), Haywards Heath (10 mins), Brighton (11 mins), London Victoria via Gatwick Airport (54 mins), and Cambridge (2 hours 20 mins). The station benefits from ticket machines, sheltered cycle storage spaces, step free access and ramps for train access.
- 3.26 Overall, the site is considered to have reasonable access to public transport and some local facilities, and as such is considered to be sustainably located. Furthermore, a recent application was granted permission at an appeal in 2017 which proposed the construction of '120 dwellings, community facility, office space, care home and retail units' (Application Reference: DM/19/1148). This development will provide extra facilities located only 1.4km north of the proposed site.

Summary

- 3.27 The proposed development site is located approximately 580m west of the A23, 1.4km south of Sayers Common, and 1.7km west of Hurstpierpoint. The site is well connected to the local public transport network which gives access to wider areas like Hurstpierpoint, Burgess Hill, Haywards Heath and

Brighton. The site benefits from good pedestrian and cycle routes. Therefore, this proposed development presents an opportunity to promote sustainable travel to future site users and operate as a sustainable development.

Key Travel Resources

- 3.28 A number of key travel resources are available to help guide residents and visitors in making the best choice when it comes to sustainable travel. A handful of these resources are provided in **Table 5** below.

Resource	Description	Details
Sustrans	The national sustainable transport charity	www.sustrans.org.uk
Traveline	Online travel journey planner	www.traveline.info
Cycle Street	Online cycling journey planner	www.cyclestreets.co.uk
Living Streets	National organisation for supporting pedestrians	www.livingstreets.org.uk
Liftshare	Car sharing platform	www.liftshare.com

Table 5: Key Travel Resources

4. PROPOSED DEVELOPMENT

- 4.1 The subsequent section utilises information from the 'Development Proposal' section of the Transport Assessment that supports the planning application. The proposed development comprises of a residential scheme providing up to 135 dwellings accessed off Henfield Road (B2116), Albourne, indicative vehicle parking area for the neighbouring Albourne CE Primary School, and commercial space for a local village shop. An indicative site layout is attached as **Appendix A**.

Access Arrangements

Residential Development Site

- 4.2 The current access points to the existing sites will be stopped-up (with the hedgerow reinstated), and a new formalised access is proposed to be provided 45m east of the existing orchard access and 50m west of the Henfield Road/The Street junction in the form of a bellmouth junction measuring 5.5m with 6m radii.
- 4.3 The development proposals also include a segregated pedestrian footway that measures 2m in width and connects the internal area of the site to the frontage along Henfield Road. This then continues west connecting the site to existing footways and pedestrian routes along The Street, with additional tactile paving provided to facilitate pedestrian crossing at this point. The proposed footway would adjoin Henfield Road in the approximate location of the existing agricultural access and would avoid the internal ditch within the site. The ditch would need to be culverted, and it is anticipated that this would be dealt with at the detail design stage.
- 4.4 Pedestrian connections are also proposed in the centre of the site, to the south of the proposed dwellings, which would connect to the existing PROW No.15_1AI that runs through the site and connects to The Street to the east.

Albourne CoE Primary School Parking Area

- 4.5 A vehicle parking area for Albourne CoE Primary School comprising 30 parking spaces is also proposed as part of the planning application. This has been provided to alleviate congestion and parking issues faced in near vicinity to the school site and along 'The Street' and 'The Barn'. Access to the proposed vehicle parking area is to be via the internal carriageway within the development; serving a one-way working arrangement whereby cars can enter to via the access to the north (adjacent to the site access), park up, drop children at school, and then leave to the south whereby they would re-join the main spine road of the development. This arrangement is deemed to improve queue and traffic flow within the proposed site.

Community Shop

- 4.6 The development proposals include the indicative provision of a community shop, anticipated to run with reduced opening hours and to be primarily for the benefit of residents of the development and existing Albourne residents. The community shop is to be accessed internally from the development.

Parking Provision

Residential Development Site

- 4.7 As this application is outline in nature, parking will be considered as part of a subsequent Reserved Matters application. Parking will be provided for the residential dwellings in accordance with West Sussex County Council's 'Guidance on Parking at New Developments' (September 2020), in accordance to Parking Behaviour Zone (PBZ) 1. Cycle parking will be provided within the curtilage of each plot and will be within accordance of the local specific standards.

Albourne CoE Primary School Parking Area

- 4.8 The Albourne CoE Primary School proposed parking area seeks to be comprised of 30 parking spaces, this will alleviate the existing congestion featured along The Street and Barn Close. This is primarily aimed at parent pick up and drop off, with staff parking remaining on site utilising the existing parking provided. The parking will be in accordance with West Sussex County Council's parking standards.

Community Shop

- 4.9 The community shop is not anticipated to provide any parking, as the majority of trips are anticipated to be via sustainable modes from residents of the proposed development. Visitor parking on street can be used on an ad hoc basis to accommodate any modest vehicular trips as well as the pick up/drop off area for the school outside of peak times.

5. BASELINE TRAVEL PATTERNS

- 5.1 Travel data is important for setting objectives and targets. It provides a baseline from which progress can be measured. It also provides information on current travel habits within the local areas and a good indication of what sustainable modes of transport might become popular with future residents. The village shop and Albourne CoE School parking have not been assessed due to the size and nature of the proposed land-uses; therefore, this section of the TP outlines an indicative baseline split and associated multi-modal targets for future residents.

Modal Splits

- 5.2 To establish an indicative modal split for the residential development, the TRICS database has been consulted to obtain multi-modal trip surveys conducted at comparable sites. The TRICS dataset (V7.9.2) has been interrogated as follows:

- Land-Use Class 'Residential', Sub Land-Use Class 'Houses Privately Owned';
- Sites in England and Wales (excluding Greater London);
- Sites in 'Edge of Town' locations;
- Weekday Surveys only; and
- Parameter of 6-250 dwellings

- 5.3 The results of this assessment are outlined in **Figure 7**. The baseline modal splits include all trips including resident and visitor trips. Certain areas were deselected in order to provide robust assessment whereby comparable, rural sites were favoured and centralised/urban sites and too low of dwelling quantity were deselected. The full outputs of this assessment are attached in **Appendix C**.

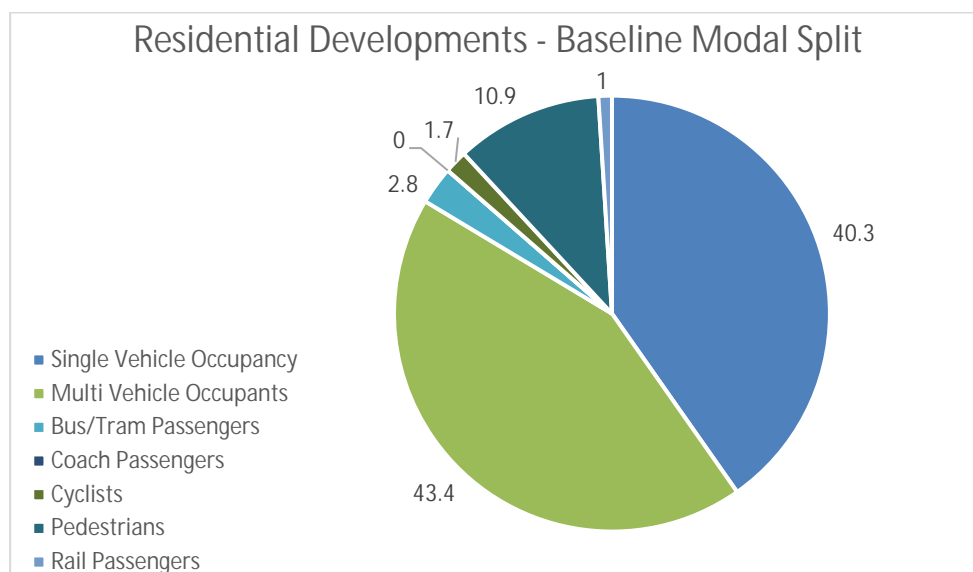


Figure 7: Residential Baseline Multi-Modal Split

- 5.4 The data indicates that single vehicle occupancy vehicular trips is only anticipated to account for around 40.3% of trips to/from the site, 43.4% of vehicular trips are expected to comprise multiple occupants, 10.9% of trips are estimated to be made on foot, 3.8% of trips via public transport and 1.7% cycle.
- 5.5 To assess whether these modal splits are representative of the actual site, a baseline survey would be undertaken 3 months after 1st occupation, to establish site-specific modal shares. Conducting baseline surveys at this time would allow the Travel Plan Co-Ordinator (TPC) to better understand the needs and abilities of the site-users and upon completion of this survey modal split targets can be developed. These surveys and targets will be agreed with Mid-Sussex Council's (MS) Travel Plan Officer (TPO).

Travel Plan Targets

- 5.6 In the meantime, indicative SMART (Specific, Measurable, Achievable, Realistic and Time-Bound) modal share targets will be measured over a 5-year period, with monitoring to begin 3 months after first occupation of the site. Progress against these targets will be monitored to help inform the measures set out in the Action Plan. Overall, a 10% target modal shift away from Single Occupancy Vehicle trips is sought through the implementation of a Travel Plan.
- 5.7 **Table 7** demonstrates the interim modal share targets, whereby 'indicative baseline modal share' data is based of the TRICS dataset (V7.9.1) summarised in **Figure 7**, and the 'Indicative Trips' targets are taken from the TRICS Multimodal outputs and Transport Assessment proposed 12-hour trip rate (whereby 'Public Transport', 'Walking' and 'Cycling' are taken from TRICS Multimodal Outputs and 'Vehicle Trips' are taken from the Transport Assessment proposed trips).

Targets	Mode	Indicative Baseline Modal Share	Indicative Trips	Interim Target (End of Year 1)			Interim Target (End of Year 3)			Interim Target (End of Year 5)		
TP1	Total Vehicle Trips	83.7%	653	79.7%	619	-4%	76.7%	600	-7%	73.7%	580	-10%
TP2	Public Transport	3.8%	42	4.8%	38	+1%	5.8%	39	+2%	5.8%	39	+2%
TP3	Walking	10.9%	120	12.9%	134	+2%	13.9%	135	+3%	15.9%	138	+5%
TP4	Cycling	1.7%	19	2.7%	19	+1%	3.7%	19	+2%	4.7%	20	+3%

Table 7: Interim Modal Share Targets

- 5.8 A baseline travel survey will be undertaken 3 months after first occupation and a TRICS SAM survey will be undertaken also at 3 months after first occupation or 50% occupation, which will be repeated in Year 3 and 5. This will present the opportunity to establish site specific baseline modal shares which will allow the targets to be revised where necessary should the results differ from the figures in **Table 7**.
- 5.9 Surveys will subsequently be completed annually, for a period of 5 years, with monitoring reports produced and submitted to West Sussex County Council summarising the progress made each year towards the targets. Further detail on the monitoring strategy is provided later in this report.

6. TRAVEL PLAN STRATEGY

- 6.1 The following section outlines the proposed Travel Plan strategy moving forward. The idea is for strategy to evolve over the lifetime of TP through the responsibility of the Travel Plan coordinator (TPC). The strategy suggested is influenced by the site's location, the aims of the TP and any local/national policy. It is expected that these measures will be carried on by the residents and staff of the village shop beyond the five-year lifespan of the TP.

Key Stages: Prior to Occupation

- 6.2 In order to meet the main aims of this TP, it is vital that several measures are applied at the earliest possible stage. The targets set out within this TP should be assessed annually by the TPC to verify that they remain appropriate and attainable. Before occupation of the first unit, the TPC should complete all preliminary tasks identified in the Action Plan as outlined in **Table 8**.
- 6.3 The TPC should carry out the preliminary tasks determined within the agreed TP Action Plan and organise a database to hold any important contact details including the Travel Plan Officer, residents, forums etc plus liaise with any local TPCs.

Key Stages: 3 Months Post First Occupation

- 6.4 The TP would become fully operational 3 months after first occupation and remain active for a period of 5 years following on from that date. The eventual idea of the TP is that the residents and relevant village shop staff would take over the day-to-day application of the TP, implying that it has become fully embedded within the local community.
- 6.5 The Action Plan below is expected to evolve throughout the lifespan of the TP through the application of a range of procedures. These procedures would be defined through liaising with the local TPO, residents and any other stakeholders in the development. These procedures are discussed in further detail throughout the remainder of this section and are included within the Action Plan in **Table 8**.

Modal Measures: Walking and Cycling

- 6.6 The local pedestrian and cyclist network/infrastructure have previously been reviewed within this TP, as well as the local amenities that are within an acceptable walking distance of the development. Any local pedestrian and cycle routes would be promoted to the residents. The details of the quickest and most direct routes will be provided through resident welcome packs and annual newsletters.

- 6.7 The village shop staff (employed locally) would also be informed of the various pedestrian and cycle routes in the local area and would be expected to promote these at the point of sale and on noticeboards, along with any physical infrastructure such as the cycle storage, in order to encourage sustainable travel from the earliest stage. In addition, the TPC may liaise with local cycle shops in an attempt to secure discounts for the residents of the development.

Modal Measures: Public Transport

- 6.8 The public transport links have previously been discussed within the TP and are a benefit to the area, with various bus services and routes, connecting to alternative public transportation links and a variety of nearby settlements, such as Hurstpierpoint, Hassocks and Brighton.
- 6.9 To maximise the use of local services, a summary of the timetables would be made available to residents on all forms of travel marketing such as the welcome pack and annual newsletters.
- 6.10 As per the walking and cycling segment, village shop staff should also promote all opportunities to travel sustainably via public transport or pedestrian/cycle routes in the local area to prospective residents and be kept up to date with any timetable or service changes. The TPC should also seek to obtain travel vouchers from local bus/rail/cycle services in the form of discounts or free tasters to further encourage the use of public transport.

Modal Measures: Sustainable Car Sharing

- 6.11 Car Sharing is a simple yet efficient way to help reduce the number of single occupancy vehicle trips generated by a development whilst also benefitting from a reduction in transport costs, traffic congestion and air pollution.

Modal Measures: Sustainable Private Vehicle Use

- 6.12 On occasions when single occupancy vehicle use is unavoidable or where alternative travel options are significantly limited in comparison, opportunities to promote sustainable driving practices would be promoted. Specifically, West Sussex Car Share (www.westsussexcarshare.com) will be promoted to residents through the webpage, newsletters and welcome packs.
- 6.13 As more areas of the UK are being required by the government to implement Clean Air Zones, the industry is aiming to provide a greater network of electric charging points, encouraging the greater uptake of electric and hybrid vehicles. Altering resident's perceptions on hybrid, but in particular electric vehicles, is fundamental for creating a more sustainable development.

- 6.14 Electric vehicles now have significant ranges, with some vehicles achieving at least 300 miles before needing to be recharged. In addition, manufacturers are confident in the batteries that they are now offering 8 year warranties on some models.
- 6.15 Hybrid vehicles combine both electric motors with a standard combustion engine providing a normal driving scenario with the addition of an electric provision. Promotion of both electric and hybrid vehicles is becoming a key aspect of sustainable travel, and with Government grants available, this would be promoted as part of the TPC.

Home and Remote Working

- 6.16 Options for home and remote working are becoming popular practises for many companies, especially following the Covid-19 pandemic where a hybrid form of working has become increasingly common. Although this TP has limited scope to adjust workplace practises, it can ensure that residents are aware of smarter working practises and options to work from home.

Local Area and Visitors

- 6.17 This TP should not evolve in isolation from the local community and subsequently the TPC would be expected to extend their liaison and communication beyond just the residents of the site to the local community. This could be achieved by attending local resident and community groups. As part of the TP, the TPC will also promote sustainable travel opportunities to any visitors travelling to and from the site. It is hoped that the residents own positive experiences with sustainable travel methods will result in a knock-on effect to site visitors.

Action Plan

- 6.18 To support this TP, an Action Plan has been drafted as displayed in **Table 8**. The various measures have been split into modes of travel along with the preliminary measures that would require completion by the TPC prior to the first occupation.

	Action	Responsibility	Timescale
Preliminary	Travel Plan Co-ordinator (TPC) to be appointed		Prior to occupation
	TPC to confirm Action Plan with West Sussex County Council	TPC	Prior to occupation
	TPC to establish point of contact with West Sussex County Council's TPO	TPC	
	TPC to prepare a Travel Welcome Pack to include: Travel Plan Leaflets; Information on local area; details of on-site cycle storage; pedestrian routes; bus information.	TPC	
	TPC to decide on communication strategy for use with residents and village shop staff	TPC	
	TPC to prepare TP action database for logging/recording the following details: Actions. Resident details, queries, and advice	TPC	
Walking/Cycling	Maintenance of local area walking/cycling route/duration map with residents, focusing on journey times/routes within Albourne, Sayers Common and Hurstpierpoint	TPC	Ongoing
	Promote use of local walking facilities and on-site cycle storage		
	Co-operation and co-ordination with local, regional or national campaigns and events such as: -Bike Week (www.bikeweek.org.uk) -Sustrans Big Cycle and Walk Challenge (www.getmeactive.org.uk)		
	Co-operate with local Walking Groups for local events/groups		
Car Sharing	Promote the benefits of Car Sharing	TPC	Ongoing
Public Transport	Maintenance of maps/journey times/routes of public transport	TPC	Ongoing
	Maintain dialogue with local public transport service operators for service changes and promotions		
Communication and Marketing	Prepare leaflets outlining the sustainable modes of travel available in the local area	TPC	Ongoing
	Provide social media updates on a regular basis		
	Promotional material to be provided on social media, the webpage and newsletters		
	Dedicated webpage/website for local updates and for residents to communicate and share ideas		

Table 8: Action Plan

7. IMPLEMENTATION AND MONITORING

The Travel Plan Coordinator (TPC)

- 7.1 The role of the TPC would be part-time and will be commenced by a resident or external consultant. The TPC is responsible for fulfilling and monitoring the TP through cooperation with residents and staff to ensure a collective approach at every stage.
- 7.2 The TPC would be accountable for the day-to-day enactment of the Travel Plan. The initial stages of a Travel Plan are comparatively time intensive, and the budget should be 'front-loaded' to take into account the work that is necessary to determine the Travel Plan. It is estimated that the role of the TPC will, at first, equate to circa one day per week, which will lessen to circa 3 hours per week thereafter. However, the TPC should always be on hand to answer any resident or visitor queries, or any queries from the WSCC Travel Plan Officer.
- 7.3 To summarise, the role of the TPC involves:
- Supervising the development and execution of the TP;
 - Acquiring and retaining commitment and support of the TP;
 - Planning and applying an efficient marketing strategy and raising awareness;
 - Staying updated on policy changes, campaigns, promotions, services, facilities and information/promotional material;
 - Acting as the point of call for all TP enquiries;
 - Co-ordinating the monitoring programme for the TP including organisation of surveys; and
 - Liaison with residents, staff, WSCC and local travel operators.
- 7.4 Upon appointment (3 months before the first occupation) contact details of the TPC would be supplied to WSCC's TPO, to guarantee that transparent communication occurs from the first point of introducing the TP.

Travel Plan Monitoring Strategy

- 7.5 West Sussex County Council requires developers to commit to a long-term monitoring strategy for their Travel Plan in order to achieve sustainable and lasting results. The developer is responsible for monitoring all Travel Plan activity and travel behaviour and reporting this to the county council. Monitoring should be in accordance with an agreed methodology, and the developer should make adequate resources available to the Travel Plan Co-Ordinator to do so.

7.6 Residential Travel Plans should be in place from first occupation until a minimum of five years following full site occupation. This TP's method recognises the above and the intended monitoring method is presented in **Table 9** and summarised within the ensuing paragraphs.

Preliminary Period	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5
TRICS SAM survey 3 months after first occupation or 50% occupation	Resident Travel Survey and Monitoring Report	Resident Travel Surveys and Monitoring Report	Resident Travel Surveys and TRICS SAM Survey and Monitoring Report	Resident Travel Surveys and Monitoring Report	Resident Travel Surveys and TRICS SAM Survey and Monitoring Report

Table 9: Travel Plan Monitoring Strategy

7.7 Upon reaching 3 months after 1st occupation or 50% occupation, a TRICS SAM survey would be performed to detect precise site-specific travel patterns for residents and to set revised targets for the TP. This would be repeated at the end of Year 3 and Year 5. The Resident Travel Surveys will also be repeated at the end of each of the following years. An example resident travel survey is attached within **Appendix D**.

7.8 The TPC would look to achieve an acceptable response rate from residents, however, over the course of the TP the response rate is expected to drop off. Therefore, the TPC is expected to work alongside West Sussex County Council's TPO to ensure that response rates are adequate.

7.9 The outcomes of the surveys would be made accessible for all staff, residents, and visitors to view on the developments dedicated TP website and should also be incorporated in all newsletters and on any community notice boards.

7.10 After each survey has been completed a monitoring/progress report would be produced and submitted to WSCC within 3 months of the survey taking place. The report would include information on the following:

- Survey Results;
- Review of targets and position to achieve targets;
- Summary of measures applied during the year; and
- Evidence of communication and marketing.

Travel Forums

7.11 The TPC would be obliged to attend any local Travel Forums and resident association meetings. These will be used as a procedure to make sure that the TP is well managed and remains appropriate and understood by residents, staff, and local networks.

Marketing and Communication

- 7.12 It is crucial that a clear, identifiable and site-specific Travel Plan identity is launched which all site users can swiftly correlate with its aim, intentions and advantages. This would be accomplished through a co-ordinated marketing and communications strategy, with use of applicable existing and new communication platforms, including the site notice board and travel information packs for new residents.
- 7.13 The residential development sales staff would be instructed on what a Travel Plan is, its use and benefits to future residents, details of the document and where more information can be found (that is, the Residents' Travel Information Packs and contact with the TPC). This would then allow each new resident to obtain a brief description of the Travel Plan and increase knowledge of the Travel Plan as they settle into their new homes and become familiar with the local area and its travel opportunities.
- 7.14 The creation of a recognisable and identifiable TP logo would be completed by the TPC. This would be used on all TP material and used within the coordinated marketing campaign meeting and communication forms listed below:
- Travel Plan Welcome Pack;
 - Newsletter (annually);
 - Posters; and
 - Social media platforms.

Community Handover

- 7.15 After the conclusion of the TP, the site should be functioning in a sustainable fashion with the promotion of sustainable travel methods implanted in the community's practices. The handover approach should form a vital topic in annual liaison with WSCC's TPO and the developments residential association as the TP draws to an end.

Overcoming Barriers to Success

- 7.16 Should the yearly progress appraisal find shortfalls in the TP's progress (with deliberation to any unforeseen circumstances beyond the control of the TPC) the TPC would work with the WSCC TPO to identify conceivable areas for improvement, new measures to try and the period in which such remedial actions should be completed. The progression of the TP would highlight aspects that were successful and those having little impact, and this would guide the choice in any remedial measures.

- 7.17 Possible barriers may be generated by mismanagement of the TP. To avoid these barriers from being established the TPC should have ongoing coordination with WSCC.
- 7.18 Whilst specific corrective procedures have not been identified within the Travel Plan, such methods would be identified through consultations with WSCC Travel Plan Officers.
- 7.19 In the instance that the 5 year trip rate target is not achieved, a second round of vouchers would be offered to residents.

Travel Incentives

- 7.20 In order to encourage and promote any sustainable travel the TPC will administer a Travel incentive in the form of a bus or cycle voucher. The TPC will secure a £150 Travel Voucher which will be available to the development for the first year following occupation, for each household on the development to use towards cycling equipment from either Halfords or a local cycle shop, a bus ticket or WSCC cycle training sessions. Vouchers will be made available once requested by a resident although the vouchers will also be promoted in the TP website/information and Welcome Pack.
- 7.21 In the instance that the 5 year target is not achieved, a list of the remedial measures that will be implemented are outlined below in **Table 10**.

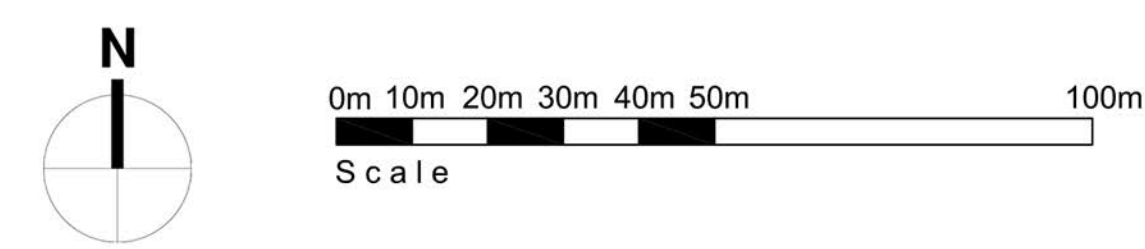
Action	Description
2 nd round of vouchers	Offer residents who have not claimed a voucher yet the opportunity to do so with a further survey
Email Blast	Email residents to remind them of the voucher and how they can claim
West Sussex Car Share	Promote Car sharing (COVID-19 dependent) as an effective method of travelling for residents
Newsletter and survey Drop	We would undertake an additional newsletter drop to the site in order to engage with additional residents.

Table 10: Remedial Measures for the Travel Plan

8. SUMMARY AND CONCLUSION

- 8.1 This Travel Plan (TP) has been prepared by Paul Basham Associates on behalf of Croudace Homes Ltd to support a residential development comprising up to 120 dwellings at Henfield Road, Albourne.
- 8.2 A Travel Plan is an approach for handling travel demand to a development site by addressing the travel needs of the present and future site users, reducing the effect of car travel by promoting and facilitating the use of sustainable modes of transport, encouraging and reducing the need to travel and increasing sustainable travel practises where appropriate. It is an evolving process which requires monitoring and input from all key stakeholders, including the residents, the developer, West Sussex County Council's TPO and the TPC to ensure that it is implemented successfully.
- 8.3 The overarching aim of the TP is to create a sustainable development by reducing private single occupancy travel and instead encouraging sustainable modes of transport such as walking, cycling and public transport use.
- 8.4 An indicative baseline travel modal split and targets have been recognised for the development site. These baseline targets would be evaluated, amended and approved by West Sussex County Council where required. A baseline survey would be undertaken 3 months after first occupation and every subsequent year for the 5-year duration of the travel plan, with supplementary travel newsletters. A TRICS SAM survey will also be undertaken 3 months after first occupation or at 50% occupation and will be repeated in Year 3 and 5.
- 8.5 In order to help meet the fundamental objective of the TP, numerous measures would be applied by the TPC at the earliest stage. These measures principally focus on the establishment of the TP within the community, with the idea being to introduce these measures before single occupancy vehicle travel becomes habitual.
- 8.6 The TPC would overlook the application of all aspects of the TP and would work alongside West Sussex County Council, residents and Croudace Homes Ltd to ensure that accurate and attainable targets are proposed. Survey results would be utilised to guide the TP, to guarantee that targets and measures remain suitable and that the TP becomes increasingly integrated within the local community.

Appendix A



Croudace
HOMES.CO.UK

Client:
CROUDACE HOMES

Project:
HENFIELD ROAD, ALBOURNE

Drawing Title:
SITE SKETCH LAYOUT - FULL SITE

Scale:
1:1000 @ A1

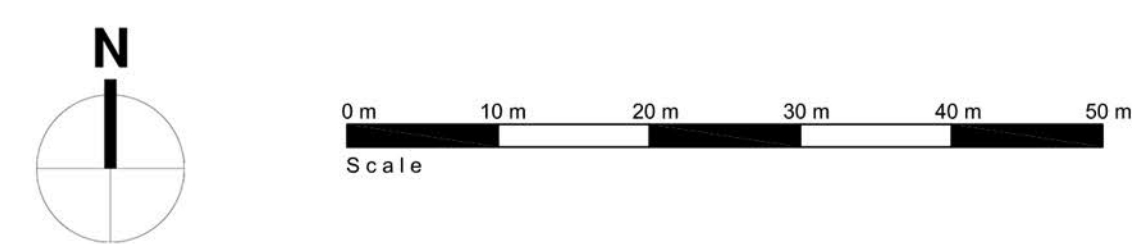
Revision	Drawn	Check	Date
A	OT	JH	10/06/22

Omega
Architects

The Front Barn, 124 Manor Road North,
Thames Ditton Surrey, KT17 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Project No	Class	Dwg No	Status	Rev
3117	C	1006	SK	L

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Croudace
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Client:
CRoudACE HOMES

Project:
HENFIELD ROAD, ALBOURNE

Drawing Title:
**ILLUSTRATIVE LAYOUT INCLUDING
ADDITIONAL LAND**

Scale:
1:500 @ A1

Revision	Drawn	Check	Date
			14/06/21

Omega Architects
The Front Barn, 124 Manor Road North,
Thames Ditton Surrey, KT17 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Project No	Class	Dwg No	Status	Rev
3117	C	1005	SK	K

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Appendix B

**WEST SUSSEX COUNTY COUNCIL
PRE APPLICATION CONSULTATION**

TO:	Paul Basham Associates FAO: Harry Cross
FROM:	WSCC - Highways Authority
DATE:	21 August 2019
LOCATION:	Residential Development of Circa 40 dwellings, Henfield Road, Albourne, Hassocks, BN6 9DH
SUBJECT:	Internal Reference: PRE-72-19 Residential Development of circa. 40 dwellings with access taken via Henfield Road.
DATE OF SITE VISIT:	22 August 2019
RECOMMENDATION:	Advice

Site Context

The land parcel in question is located on southern side of Henfield Road (B2116), west of the junction with The Street. Albourne Primary School and residential dwellings exist to the east/ south-east of site and open agricultural land is present to the west. The land is currently open field/ agricultural use and thus existing vehicle movements are anticipated to be negligible and have not been included within trip generation assessments.

Albourne is a small village with the nearest village store located at Sayers Common, approximately 1.2 miles north of the site. The unconnected footway network begins at junction with The Street and leads east toward the B2118. Main bus stops are located on east and west side of B2118 near traffic lights.

A number of Public Rights of Way (PROW) exist in the vicinity and provide off road link to The Street.

The larger settlement of Hurstpierpoint lies to the east with the A23 providing a vehicular link to Brighton at the south and Crawley to north.

Access Arrangements and Vehicle Visibility

The indicative access location plan details the 2 x existing field accesses which will be closed off and the approximate location for new bellmouth access with 6m radii. The currently indicated access position is at the point where 30mph speed restriction changes to National Speed Limit (NSL).

A seven day speed survey was carried out and location of speed counter confirmed to be within vicinity of extent of western splay for eastbound traffic and eastern splay for westbound traffic. Depending on the final proposed location for access the LHA may need to reassess the suitability of speed counter location. 85th percentile speeds of 35.79mph westbound (eastern splay) and 42.67mph eastbound (western splay) were recorded. Splays of 2.4m by 120m have been demonstrated which are suitable to recorded speeds following Manual for Streets (MfS) and Design Manual for Roads & Bridges (DMRB) coefficients, respectively.

On site the proposals to extend 30mph speed restriction further west along Henfield Road was discussed. This was proposed in order for the site access to be located further east toward village and designed wholly to MfS guidance by being inside the 30mph limit. WSCC Speed Limit Policy stipulates that mean average speed should be used to determine whether

a 30mph speed restriction is appropriate. Mean average speeds should be 33mph or lower. Whilst the mean speeds were 30.9mph westbound they were 36.9mph eastbound (although this is considered to be as a result of location of speed counter further west). Furthermore, the Road Safety Group Manager has advised that change in speed limit to 30mph would not meet WSCC policy due to the level of frontage/direct accesses not being predominant. This could therefore not be an officer decision and any proposal to change speed limit may require cabinet member decision. Additionally, it is advised that change of speed limit would require Traffic Regulation Order (TRO) a process separate to the planning process without guarantee of approval. Speeds may not reduce even if scheme was approved and thus the applicant may wish to consider additional measures to promote speed reduction in the vicinity such as vehicle activated signs (VAS).

On site it was observed that access on the slight outside bend and closer to junction with The Street could afford greater visibility and it is advised that maximum achievable visibility from the decided access location be demonstrated at full planning application stage and to ensure that splays are in accordance with 85th percentile speeds regardless of location inside or outside of the 30mph limit.

Swept path tracking has been provided at the site access. Whilst a refuse collection vehicle would cross the opposing carriageway the LHA consider this would be an infrequent manoeuvre and that forward visibility is sufficient in this location. Full tracking within the site would also be expected and demonstration that two cars can pass.

Road Network Capacity

On site the requirement for junction modelling was discussed and considering scale of proposals and predictions from TRICs that less than 30 vehicle movements would be expected in the peak hour, junction modelling was not considered necessary.

The LHA broadly accept the resultant trip generation figures from TRICs which set out 19 trips in AM and 20 in PM peak hour. It is expected that parameters will be refined further when housing tenure mix is known. Considering the level of traffic supported by the district distributor road the LHA does not raise an objection in principle in capacity terms, on the basis that safe and suitable access and all other matters are addressed.

Trip distribution data from 'Travel to Work' census data suggests that 1% of commuter travel will be westbound on Henfield Road then southbound to A24 with 99% of trips travelling east of site and onwards. Considering proximity of A23 to east this is broadly expected to be the case although in reality some further trips westbound may take place. Whilst the applicant could undertake a more robust survey of trip distribution the LHA do not raise an immediate concern with respect to additional vehicle trips across the road network in this location.

Accessibility & Local Infrastructure Improvements

If a footway link is proposed within the confines of the public highway then these works should be included within the Road Safety Audit of the access works. It is understood that there is preference to keep pedestrian/cycle links within the site and off the carriageway edge. Any links toward The Street and/ or PROW network should be detailed. Whether the road will be shared surface/ planned for adoption/ separate footways proposed should also be clarified at planning stage. It is also advised that any lighting within the site is sympathetic to dark skies and planning pre-app with the Local Planning Authority can provide more advice in this respect.

The nearest train station is at Hassocks and is anticipated to be reached by car or cycle for the more confident cyclist. It is advised that as part of the planning application the Transport Statement (TS) refer to walking/cycling distances as set out in national guidance. Other matters such as road traffic collision data and Travel Plan Statement which could

provide a residents welcome pack including information on walking/cycling routes should be addressed.

There are limited facilities within the village with the exception of the adjacent primary school. Commuting and retail trips are anticipated to be further afield and whilst may be by private car the LHA acknowledge that main bus stops on B2118 are approximately 5 minute walk distant. It is noted that to stay on footway from The Street eastwards it is necessary to cross the carriageway a couple of times. Whilst some dropped kerb is present the applicant may wish to consider providing tactile paving crossing points for pedestrians at key locations on the local footway network. These proposals should also be safety audited. The applicant should also liaise with local bus companies to scope out any improvements that could be made to local bus stops such as whether a bus shelter could be provided on east side of B2118.

Albourne Neighbourhood Plan

It is advised that the applicant consider the Neighbourhood Plan in relation to transport and parking topics. It is noted that para. 4.2 of plan states that any new housing development shall take account of a number of matters including lack of transport connections and distance from rail, congestion in village centre exacerbated by road layouts and limited parking. Para. 6.4 goes on to state that parking in and around The Street at pick up/ drop off times for school can be significant. It is therefore advised that sufficient parking provision in line with WSCC revised standards be provided for the development. It is understood that dedicated parking for the school may also be provided as part of the development and it is advised that the Parish Council is consulted regards these proposals.

Para. 6.2 also refers to an Aim of the plan to create specific scheme aimed at improving safety of road users and pedestrians on B2118 and B2116. Any proposals such as VAS, gateway features etc would be advised to be consulted with the parish council. and should be safety audited if submitted alongside a planning application.

The Highway Authority would require the following documents to be submitted as part of any future application:

- A site location plan scale (1:1250) with site boundary indicated
- Schedule of existing uses including planning history with reference numbers
- Description, including site layout plans, of the proposed development and schedule of uses
- Summary of reasons supporting the site access/highways works proposals, including plan (scale 1:250 or similar) with achievable visibility splays indicated
- Final Stage 1 Road Safety Audit of site access and any proposed highway works, with designers response and including amended plans.
- A Transport Statement, including location plan of key services, availability of sustainable modes of transport and existing/future vehicular generation
- Reference to supporting national, regional, and local planning documents and policies
- Parking strategy, including provision of parking for all modes of transport
- Relevant data collected to date
- Proposed trip rates supported with TRICS outputs and site selection methodology

The 'Additional Information' section of the WSCC Pre-application advice for roads and transport webpage provides a range of additional advice and guidance which you may find useful in preparing your application. Please click the link below and navigate to the 'Additional Information' section.

<https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/pre-application-advice-for-roads-and-transport>

Here you will be able to access our Local Design Guide which provides further advice on how MfS is to be interpreted and applied within West Sussex.

The page also includes a link to our latest parking standards which we adopted in August 2019 as Supplementary Planning Guidance (SPG) that sets out parking standards for development in West Sussex. Within you will find recommended levels for cycle parking and also guidance on levels of Electric Vehicle charging points for new developments.

Manual for Streets:

<http://www2.dft.gov.uk/pgr/sustainable/manforstreets/pdfmanforstreets.pdf>

DMRB supplementary documents TD/93:

<http://www.dft.gov.uk/ha/standards/dmr/vol6/section1/td993.pdf>

I trust you appreciate that any advice given by council officers for pre-application enquiries does not constitute a formal response or decision of the council with regard to the granting of planning permission in the future. Any views or opinions expressed are given in good faith, and to the best of ability, without prejudice to the formal consideration of any application, which will be the subject of public consultation and ultimately decided by the Local Planning Authority.

Katie Kurek
Planning Services

Appendix C

Calculation Reference: AUDIT-247601-220714-0755

TRIP RATE CALCULATION SELECTION PARAMETERS:

Land Use : 03 - RESIDENTIAL
 Category : A - HOUSES PRIVATELY OWNED
 MULTI-MODAL TOTAL VEHICLES

Selected regions and areas:

02	SOUTH EAST	
	ES EAST SUSSEX	4 days
	EX ESSEX	1 days
	HC HAMPSHIRE	6 days
	HF HERTFORDSHIRE	2 days
	KC KENT	2 days
	SC SURREY	2 days
	WS WEST SUSSEX	5 days
03	SOUTH WEST	
	DC DORSET	2 days
	SM SOMERSET	1 days
04	EAST ANGLIA	
	NF NORFOLK	4 days
	SF SUFFOLK	2 days
05	EAST MIDLANDS	
	NT NOTTINGHAMSHIRE	1 days
06	WEST MIDLANDS	
	SH SHROPSHIRE	1 days
	ST STAFFORDSHIRE	1 days
	WK WARWICKSHIRE	1 days
08	NORTH WEST	
	CH CHESHIRE	2 days
09	NORTH	
	DH DURHAM	1 days
10	WALES	
	VG VALE OF GLAMORGAN	1 days

This section displays the number of survey days per TRICS® sub-region in the selected set

Primary Filtering selection:

This data displays the chosen trip rate parameter and its selected range. Only sites that fall within the parameter range are included in the trip rate calculation.

Parameter: No of Dwellings
 Actual Range: 8 to 250 (units:)
 Range Selected by User: 6 to 250 (units:)

Parking Spaces Range: All Surveys Included

Parking Spaces per Dwelling Range: All Surveys Included

Bedrooms per Dwelling Range: All Surveys Included

Percentage of dwellings privately owned: All Surveys Included

Public Transport Provision:

Selection by: Include all surveys

Date Range: 01/01/14 to 19/11/21

This data displays the range of survey dates selected. Only surveys that were conducted within this date range are included in the trip rate calculation.

Selected survey days:

Monday	9 days
Tuesday	7 days
Wednesday	11 days
Thursday	7 days
Friday	5 days

This data displays the number of selected surveys by day of the week.

Selected survey types:

Manual count	39 days
Directional ATC Count	0 days

This data displays the number of manual classified surveys and the number of unclassified ATC surveys, the total adding up to the overall number of surveys in the selected set. Manual surveys are undertaken using staff, whilst ATC surveys are undertaken using machines.

Selected Locations:

Edge of Town 39

This data displays the number of surveys per main location category within the selected set. The main location categories consist of Free Standing, Edge of Town, Suburban Area, Neighbourhood Centre, Edge of Town Centre, Town Centre and Not Known.

Selected Location Sub Categories:

Residential Zone 36
Village 1
Out of Town 1
No Sub Category 1

This data displays the number of surveys per location sub-category within the selected set. The location sub-categories consist of Commercial Zone, Industrial Zone, Development Zone, Residential Zone, Retail Zone, Built-Up Zone, Village, Out of Town, High Street and No Sub Category.

Secondary Filtering selection:

Use Class:

C3 39 days

This data displays the number of surveys per Use Class classification within the selected set. The Use Classes Order 2005 has been used for this purpose, which can be found within the Library module of TRICS®.

Population within 500m Range:

All Surveys Included

Population within 1 mile:

1,000 or Less 1 days
1,001 to 5,000 1 days
5,001 to 10,000 8 days
10,001 to 15,000 14 days
15,001 to 20,000 7 days
20,001 to 25,000 7 days
25,001 to 50,000 1 days

This data displays the number of selected surveys within stated 1-mile radii of population.

Population within 5 miles:

5,001 to 25,000 3 days
25,001 to 50,000 4 days
50,001 to 75,000 5 days
75,001 to 100,000 7 days
100,001 to 125,000 1 days
125,001 to 250,000 14 days
250,001 to 500,000 5 days

This data displays the number of selected surveys within stated 5-mile radii of population.

Car ownership within 5 miles:

0.6 to 1.0 8 days
1.1 to 1.5 28 days
1.6 to 2.0 3 days

This data displays the number of selected surveys within stated ranges of average cars owned per residential dwelling, within a radius of 5-miles of selected survey sites.

Travel Plan:

Yes 20 days
No 19 days

This data displays the number of surveys within the selected set that were undertaken at sites with Travel Plans in place, and the number of surveys that were undertaken at sites without Travel Plans.

PTAL Rating:

No PTAL Present 39 days

This data displays the number of selected surveys with PTAL Ratings.

Covid-19 Restrictions Yes At least one survey within the selected data set

LIST OF SITES relevant to selection parameters

1	CH-03-A-09 GREYSTOKE ROAD MACCLESFIELD HURDSFIELD Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: MONDAY</i>	TERRACED HOUSES 24 24/11/14	CHESHIRE	<i>Survey Type: MANUAL</i>
2	CH-03-A-10 MEADOW DRIVE NORTHWICH BARNTON Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: TUESDAY</i>	SEMI-DETACHED & TERRACED 40 04/06/19	CHESHIRE	<i>Survey Type: MANUAL</i>
3	DC-03-A-08 HURSTDENE ROAD BOURNEMOUTH CASTLE LANE WEST Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: MONDAY</i>	BUNGALOWS 28 24/03/14	DORSET	<i>Survey Type: MANUAL</i>
4	DC-03-A-09 A350 SHAFTESBURY Edge of Town No Sub Category Total No of Dwellings: <i>Survey date: FRIDAY</i>	MIXED HOUSES 50 19/11/21	DORSET	<i>Survey Type: MANUAL</i>
5	DH-03-A-03 PILGRIMS WAY DURHAM Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: FRIDAY</i>	SEMI-DETACHED & TERRACED 57 19/10/18	DURHAM	<i>Survey Type: MANUAL</i>
6	ES-03-A-03 SHEPHAM LANE POLEGATE Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: MONDAY</i>	MIXED HOUSES & FLATS 212 11/07/16	EAST SUSSEX	<i>Survey Type: MANUAL</i>
7	ES-03-A-04 NEW LYDD ROAD CAMBER Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: FRIDAY</i>	MIXED HOUSES & FLATS 134 15/07/16	EAST SUSSEX	<i>Survey Type: MANUAL</i>

LIST OF SITES relevant to selection parameters (Cont.)

8	ES-03-A-05 RATTLE ROAD NEAR EASTBOURNE STONE CROSS Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: WEDNESDAY</i>	MIXED HOUSES & FLATS 99 05/06/19	EAST SUSSEX <i>Survey Type: MANUAL</i>
9	ES-03-A-07 NEW ROAD HAILSHAM HELLINGLY Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: THURSDAY</i>	MIXED HOUSES & FLATS 91 07/11/19	EAST SUSSEX <i>Survey Type: MANUAL</i>
10	EX-03-A-03 KESTREL GROVE RAYLEIGH Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: MONDAY</i>	MIXED HOUSES 123 27/09/21	ESSEX <i>Survey Type: MANUAL</i>
11	HC-03-A-21 PRIESTLEY ROAD BASINGSTOKE HOUNDMILLS Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: TUESDAY</i>	TERRACED & SEMI-DETACHED 39 13/11/18	HAMPSHIRE <i>Survey Type: MANUAL</i>
12	HC-03-A-22 BOW LAKE GARDENS NEAR EASTLEIGH BISHOPSTOKE Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: WEDNESDAY</i>	MIXED HOUSES 40 31/10/18	HAMPSHIRE <i>Survey Type: MANUAL</i>
13	HC-03-A-24 STONEHAM LANE EASTLEIGH Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: WEDNESDAY</i>	MIXED HOUSES & FLATS 243 10/11/21	HAMPSHIRE <i>Survey Type: MANUAL</i>
14	HC-03-A-25 BARNFIELD WAY NEAR SOUTHAMPTON HEDGE END Edge of Town Out of Town Total No of Dwellings: <i>Survey date: TUESDAY</i>	MIXED HOUSES & FLATS 250 12/10/21	HAMPSHIRE <i>Survey Type: MANUAL</i>

LIST OF SITES relevant to selection parameters (Cont.)

15	HC-03-A-27 DAIRY ROAD ANDOVER	MIXED HOUSES	HAMPSHIRE
	Edge of Town Residential Zone Total No of Dwellings:	73	
	Survey date: TUESDAY	16/11/21	Survey Type: MANUAL
16	HC-03-A-28 EAGLE AVENUE WATERLOOVILLE LOVEDEAN	MIXED HOUSES & FLATS	HAMPSHIRE
	Edge of Town Residential Zone Total No of Dwellings:	125	
	Survey date: MONDAY	08/11/21	Survey Type: MANUAL
17	HF-03-A-03 HARE STREET ROAD BUNTINGFORD	MIXED HOUSES	HERTFORDSHIRE
	Edge of Town Residential Zone Total No of Dwellings:	160	
	Survey date: MONDAY	08/07/19	Survey Type: MANUAL
18	HF-03-A-04 HOLMSIDE RISE WATFORD SOUTH OXHEY	TERRACED HOUSES	HERTFORDSHIRE
	Edge of Town Residential Zone Total No of Dwellings:	8	
	Survey date: TUESDAY	08/06/21	Survey Type: MANUAL
19	KC-03-A-04 KILN BARN ROAD AYLESFORD DITTON	SEMI-DETACHED & TERRACED	KENT
	Edge of Town Residential Zone Total No of Dwellings:	110	
	Survey date: FRIDAY	22/09/17	Survey Type: MANUAL
20	KC-03-A-09 WESTERN LINK FAVERSHAM DAVINGTON	MIXED HOUSES & FLATS	KENT
	Edge of Town Residential Zone Total No of Dwellings:	14	
	Survey date: WEDNESDAY	09/06/21	Survey Type: MANUAL
21	NF-03-A-03 HALING WAY THETFORD	DETACHED HOUSES	NORFOLK
	Edge of Town Residential Zone Total No of Dwellings:	10	
	Survey date: WEDNESDAY	16/09/15	Survey Type: MANUAL

LIST OF SITES relevant to selection parameters (Cont.)

22	NF-03-A-04	MIXED HOUSES		NORFOLK
	NORTH WALSHAM ROAD NORTH WALSHAM			
	Edge of Town Residential Zone			
	Total No of Dwellings:		70	
	Survey date: WEDNESDAY		18/09/19	Survey Type: MANUAL
23	NF-03-A-05	MIXED HOUSES		NORFOLK
	HEATH DRIVE HOLT			
	Edge of Town Residential Zone			
	Total No of Dwellings:		40	
	Survey date: THURSDAY		19/09/19	Survey Type: MANUAL
24	NF-03-A-25	MIXED HOUSES & FLATS		NORFOLK
	WOODFARM LANE GORLESTON-ON-SEA			
	Edge of Town Residential Zone			
	Total No of Dwellings:		55	
	Survey date: TUESDAY		21/09/21	Survey Type: MANUAL
25	NT-03-A-08	DETACHED HOUSES		NOTTINGHAMSHIRE
	WIGHAY ROAD HUCKNALL			
	Edge of Town Residential Zone			
	Total No of Dwellings:		36	
	Survey date: MONDAY		18/10/21	Survey Type: MANUAL
26	SC-03-A-04	DETACHED & TERRACED		SURREY
	HIGH ROAD BYFLEET			
	Edge of Town Residential Zone			
	Total No of Dwellings:		71	
	Survey date: THURSDAY		23/01/14	Survey Type: MANUAL
27	SC-03-A-05	MIXED HOUSES		SURREY
	REIGATE ROAD HORLEY			
	Edge of Town Residential Zone			
	Total No of Dwellings:		207	
	Survey date: MONDAY		01/04/19	Survey Type: MANUAL
28	SF-03-A-05	DETACHED HOUSES		SUFFOLK
	VALE LANE BURY ST EDMUNDS			
	Edge of Town Residential Zone			
	Total No of Dwellings:		18	
	Survey date: WEDNESDAY		09/09/15	Survey Type: MANUAL

LIST OF SITES relevant to selection parameters (Cont.)

29	SF-03-A-10 LOVETOFTS DRIVE IPSWICH WHITEHOUSE Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: TUESDAY</i>	TERRACED & SEMI -DETACHED 149 22/06/21	SUFFOLK	<i>Survey Type: MANUAL</i>
30	SH-03-A-06 ELLESMERE ROAD SHREWSBURY Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: THURSDAY</i>	BUNGALOWS 16 22/05/14	SHROPSHIRE	<i>Survey Type: MANUAL</i>
31	SM-03-A-01 WEMBDON ROAD BRIDGWATER NORTHFIELD Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: THURSDAY</i>	DETACHED & SEMI 33 24/09/15	SOMERSET	<i>Survey Type: MANUAL</i>
32	ST-03-A-07 BEACONSIDE STAFFORD MARSTON GATE Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: WEDNESDAY</i>	DETACHED & SEMI -DETACHED 248 22/11/17	STAFFORDSHIRE	<i>Survey Type: MANUAL</i>
33	VG-03-A-01 ARTHUR STREET BARRY Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: MONDAY</i>	SEMI -DETACHED & TERRACED 12 08/05/17	VALE OF GLAMORGAN	<i>Survey Type: MANUAL</i>
34	WK-03-A-04 DALEHOUSE LANE KENILWORTH Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: FRIDAY</i>	DETACHED HOUSES 49 27/09/19	WARWICKSHIRE	<i>Survey Type: MANUAL</i>
35	WS-03-A-04 HILLS FARM LANE HORSHAM BROADBRIDGE HEATH Edge of Town Residential Zone Total No of Dwellings: <i>Survey date: THURSDAY</i>	MIXED HOUSES 151 11/12/14	WEST SUSSEX	<i>Survey Type: MANUAL</i>

LIST OF SITES relevant to selection parameters (Cont.)

36	WS-03-A-08	MIXED HOUSES	WEST SUSSEX
	ROUNDSTONE LANE		
	ANGMERING		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	180	
	Survey date: THURSDAY	19/04/18	Survey Type: MANUAL
37	WS-03-A-12	MIXED HOUSES	WEST SUSSEX
	MADGWICK LANE		
	CHICHESTER		
	WESTHAMPNETT		
	Edge of Town		
	Village		
	Total No of Dwellings:	152	
	Survey date: WEDNESDAY	16/06/21	Survey Type: MANUAL
38	WS-03-A-13	MIXED HOUSES & FLATS	WEST SUSSEX
	LITTLEHAMPTON ROAD		
	WORTHING		
	WEST DURRINGTON		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	197	
	Survey date: WEDNESDAY	23/06/21	Survey Type: MANUAL
39	WS-03-A-14	MIXED HOUSES	WEST SUSSEX
	TODDINGTON LANE		
	LITTLEHAMPTON		
	WICK		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	117	
	Survey date: WEDNESDAY	20/10/21	Survey Type: MANUAL

This section provides a list of all survey sites and days in the selected set. For each individual survey site, it displays a unique site reference code and site address, the selected trip rate calculation parameter and its value, the day of the week and date of each survey, and whether the survey was a manual classified count or an ATC count.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL TOTAL VEHICLES

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Total People to Total Vehicles ratio (all time periods and directions): 1.72

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.079	39	96	0.303	39	96	0.382
08:00 - 09:00	39	96	0.132	39	96	0.365	39	96	0.497
09:00 - 10:00	39	96	0.133	39	96	0.179	39	96	0.312
10:00 - 11:00	39	96	0.138	39	96	0.164	39	96	0.302
11:00 - 12:00	39	96	0.143	39	96	0.166	39	96	0.309
12:00 - 13:00	39	96	0.153	39	96	0.163	39	96	0.316
13:00 - 14:00	39	96	0.171	39	96	0.152	39	96	0.323
14:00 - 15:00	39	96	0.175	39	96	0.193	39	96	0.368
15:00 - 16:00	39	96	0.261	39	96	0.176	39	96	0.437
16:00 - 17:00	39	96	0.269	39	96	0.161	39	96	0.430
17:00 - 18:00	39	96	0.329	39	96	0.150	39	96	0.479
18:00 - 19:00	39	96	0.265	39	96	0.136	39	96	0.401
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			2.248			2.308			4.556

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

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Parameter summary

Trip rate parameter range selected:	8 - 250 (units:)
Survey date range:	01/01/14 - 19/11/21
Number of weekdays (Monday-Friday):	39
Number of Saturdays:	0
Number of Sundays:	0
Surveys automatically removed from selection:	2
Surveys manually removed from selection:	0

This section displays a quick summary of some of the data filtering selections made by the TRICS® user. The trip rate calculation parameter range of all selected surveys is displayed first, followed by the range of minimum and maximum survey dates selected by the user. Then, the total number of selected weekdays and weekend days in the selected set of surveys are shown. Finally, the number of survey days that have been manually removed from the selected set outside of the standard filtering procedure are displayed.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL CYCLISTS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.005	39	96	0.011	39	96	0.016
08:00 - 09:00	39	96	0.005	39	96	0.014	39	96	0.019
09:00 - 10:00	39	96	0.002	39	96	0.003	39	96	0.005
10:00 - 11:00	39	96	0.003	39	96	0.004	39	96	0.007
11:00 - 12:00	39	96	0.003	39	96	0.005	39	96	0.008
12:00 - 13:00	39	96	0.005	39	96	0.005	39	96	0.010
13:00 - 14:00	39	96	0.003	39	96	0.003	39	96	0.006
14:00 - 15:00	39	96	0.005	39	96	0.003	39	96	0.008
15:00 - 16:00	39	96	0.007	39	96	0.007	39	96	0.014
16:00 - 17:00	39	96	0.012	39	96	0.006	39	96	0.018
17:00 - 18:00	39	96	0.011	39	96	0.005	39	96	0.016
18:00 - 19:00	39	96	0.007	39	96	0.004	39	96	0.011
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.068			0.070			0.138

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL VEHICLE OCCUPANTS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.088	39	96	0.430	39	96	0.518
08:00 - 09:00	39	96	0.156	39	96	0.608	39	96	0.764
09:00 - 10:00	39	96	0.166	39	96	0.254	39	96	0.420
10:00 - 11:00	39	96	0.175	39	96	0.228	39	96	0.403
11:00 - 12:00	39	96	0.191	39	96	0.225	39	96	0.416
12:00 - 13:00	39	96	0.204	39	96	0.220	39	96	0.424
13:00 - 14:00	39	96	0.235	39	96	0.206	39	96	0.441
14:00 - 15:00	39	96	0.240	39	96	0.257	39	96	0.497
15:00 - 16:00	39	96	0.425	39	96	0.248	39	96	0.673
16:00 - 17:00	39	96	0.426	39	96	0.232	39	96	0.658
17:00 - 18:00	39	96	0.474	39	96	0.205	39	96	0.679
18:00 - 19:00	39	96	0.387	39	96	0.189	39	96	0.576
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			3.167			3.302			6.469

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL PEDESTRIANS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.018	39	96	0.034	39	96	0.052
08:00 - 09:00	39	96	0.039	39	96	0.087	39	96	0.126
09:00 - 10:00	39	96	0.039	39	96	0.037	39	96	0.076
10:00 - 11:00	39	96	0.029	39	96	0.040	39	96	0.069
11:00 - 12:00	39	96	0.029	39	96	0.033	39	96	0.062
12:00 - 13:00	39	96	0.027	39	96	0.030	39	96	0.057
13:00 - 14:00	39	96	0.031	39	96	0.020	39	96	0.051
14:00 - 15:00	39	96	0.032	39	96	0.038	39	96	0.070
15:00 - 16:00	39	96	0.080	39	96	0.049	39	96	0.129
16:00 - 17:00	39	96	0.057	39	96	0.034	39	96	0.091
17:00 - 18:00	39	96	0.047	39	96	0.033	39	96	0.080
18:00 - 19:00	39	96	0.038	39	96	0.035	39	96	0.073
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.466			0.470			0.936

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL PUBLIC TRANSPORT USERS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.002	39	96	0.030	39	96	0.032
08:00 - 09:00	39	96	0.002	39	96	0.044	39	96	0.046
09:00 - 10:00	39	96	0.002	39	96	0.011	39	96	0.013
10:00 - 11:00	39	96	0.005	39	96	0.009	39	96	0.014
11:00 - 12:00	39	96	0.005	39	96	0.008	39	96	0.013
12:00 - 13:00	39	96	0.006	39	96	0.007	39	96	0.013
13:00 - 14:00	39	96	0.006	39	96	0.006	39	96	0.012
14:00 - 15:00	39	96	0.008	39	96	0.005	39	96	0.013
15:00 - 16:00	39	96	0.029	39	96	0.007	39	96	0.036
16:00 - 17:00	39	96	0.024	39	96	0.004	39	96	0.028
17:00 - 18:00	39	96	0.025	39	96	0.003	39	96	0.028
18:00 - 19:00	39	96	0.020	39	96	0.003	39	96	0.023
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.134			0.137			0.271

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL TOTAL PEOPLE

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Total People to Total Vehicles ratio (all time periods and directions): 1.72

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.113	39	96	0.506	39	96	0.619
08:00 - 09:00	39	96	0.203	39	96	0.753	39	96	0.956
09:00 - 10:00	39	96	0.209	39	96	0.305	39	96	0.514
10:00 - 11:00	39	96	0.212	39	96	0.282	39	96	0.494
11:00 - 12:00	39	96	0.228	39	96	0.271	39	96	0.499
12:00 - 13:00	39	96	0.241	39	96	0.261	39	96	0.502
13:00 - 14:00	39	96	0.275	39	96	0.235	39	96	0.510
14:00 - 15:00	39	96	0.286	39	96	0.303	39	96	0.589
15:00 - 16:00	39	96	0.541	39	96	0.310	39	96	0.851
16:00 - 17:00	39	96	0.519	39	96	0.276	39	96	0.795
17:00 - 18:00	39	96	0.557	39	96	0.246	39	96	0.803
18:00 - 19:00	39	96	0.453	39	96	0.231	39	96	0.684
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			3.837			3.979			7.816

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/A - HOUSES PRIVATELY OWNED

MULTI-MODAL CARS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	39	96	0.058	39	96	0.266	39	96	0.324
08:00 - 09:00	39	96	0.105	39	96	0.328	39	96	0.433
09:00 - 10:00	39	96	0.107	39	96	0.155	39	96	0.262
10:00 - 11:00	39	96	0.107	39	96	0.133	39	96	0.240
11:00 - 12:00	39	96	0.118	39	96	0.134	39	96	0.252
12:00 - 13:00	39	96	0.121	39	96	0.134	39	96	0.255
13:00 - 14:00	39	96	0.140	39	96	0.124	39	96	0.264
14:00 - 15:00	39	96	0.149	39	96	0.163	39	96	0.312
15:00 - 16:00	39	96	0.227	39	96	0.142	39	96	0.369
16:00 - 17:00	39	96	0.241	39	96	0.136	39	96	0.377
17:00 - 18:00	39	96	0.286	39	96	0.131	39	96	0.417
18:00 - 19:00	39	96	0.245	39	96	0.124	39	96	0.369
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			1.904			1.970			3.874

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP*FACT$. Trip rates are then rounded to 3 decimal places.

Appendix D

Claim your FREE £10 Love2Shop Voucher by completing this

Hello HONEYSTONES resident! This survey will only take a few minutes to complete and will help us understand a little more about your journeys and your local travel. Thank you for your time!

House/Flat name/number:

Street Name:

Postcode:

Email Address (one per household):

Name (required if claiming a free travel voucher):

		Occupant 1	Occupant 2	Occupant 3	Occupant 4
Occupant's Age					
Postcode of Workplace (if applicable)					
What is your most frequent journey? (tick one)	Work/Education				
	Leisure/Retail				
	Health (Doctors/Hospital)				
	Visiting Family/Friends				
	Other (please specify)				
What is your current main mode of travel? (tick one)	Car Alone				
	Car Share				
	Walk				
	Cycle				
	Public Transport				
	Other (please specify)				
If you were to change your mode of travel what mode would you be most likely to change to? (tick one)	Walk				
	Train				
	Cycle				
	Bus				
	Car Share				
	Not possible to change				
	Other (please specify)				
To which location do you travel to most regularly? (tick one)	Cheltenham				
	Burford/Witney				
	Stow-on-the-Wold				
	Gloucester				
	Moreton-in-Marsh				
	Cirencester				
	Other (please specify)				
Do you use local facilities in Bourton? (tick one)	Yes (please complete next two questions)				
	No (please skip next two questions)				

		Occupant 1	Occupant 2	Occupant 3	Occupant 4
Which facilities do you generally utilise in Bourton?	Please specify				
What mode of travel do you use when you make this local journey? (tick one)	Cycle				
	Bus				
	Car Alone				
	Car Share				
	Other (please specify)				
Following the Covid-19 pandemic, has your preferred choice of transport changed? If so, please specify what your previous mode was.	Walk				
	Cycle				
	Bus				
	Car Alone				
	Car Share				
	Other (please specify)				
Have you been able to work at home as a result of Coronavirus?	Yes				
	No				
	N/A				
If yes, how often do you see yourself being able to work from home moving forward?	All of the week				
	Most of the week				
	1 or 2 days a week				
	I have to return to my workplace full time				
Have you claimed your FREE Love2Shop Voucher? (tick one)	Yes (please skip the next question)				
	No (please complete next question)				
I would like to claim (tick one):	£10 Love2Shop Voucher*				

THANK YOU

FOR COMPLETING THE SURVEY - PLEASE TURN OVER TO READ ABOUT OUR GDPR POLICY

Thank you for taking the time to complete our annual travel survey. This will help us understand your travel needs. Don't forget to fill out your details in at the top of this page. Please send your completed survey via:

- **Post:** Paul Basham Associates, Suite 4 Hitching Court, Blacklands Way, Abingdon Business Park, Abingdon OX14 1RG
- **Survey Monkey** on <https://www.surveymonkey.co.uk/r/7Y36VQJ>
- **Email:** travelplan@paulbashamassociates.com

*Note: We may need to pass on your details to the Cycle Store in order for your voucher request to be processed. We will not pass on your details to any other third-party company. We are also not responsible for any further marketing material that the cycle store will issue to you, so please contact them directly should you not wish to be included in their marketing.

PLEASE TURN OVER TO COMPLETE THE SURVEY

General Data Protection Regulation

Paul Basham Associates Ltd, Company Registration No. 7013956, registered at Suite 4, Hitching Court, Blacklands Way, Abingdon Business Park, Abingdon, OX14 1RG, are registered with the Information Commissioner's Office for the UK.

Why we collect personal data?

We have been contracted by Gloucestershire County Council, with funds secured from the developer, to provide Travel Plan Co-ordinator services for Honeystones residential development. We collect information about you and your household's current travel patterns to find ways to encourage use of sustainable travel modes to and from the residential development. In order to encourage you and your household to travel more sustainably, we may offer incentives such as free travel vouchers for a cycle store or bus company etc. The information we collect will only be that necessary to process your enquiry or provide you with our services. Your details may be shared with other parties such as other consultants, contractors, statutory authorities, third party companies responsible for processing travel vouchers or other third parties who we are required to notify when performing our services for you.

Information we may collect about you:

- Title, First Name and Surname
- Age
- Occupation
- Contact Address
- Email Address
- Telephone Numbers

How do we protect personal data?

The security of your personal data is taken very seriously. It is securely stored on a protected server. As far as reasonably practicable, we have controls in place to ensure your data is only accessed and used by our employees in order to complete our services.

Access to your information

As a data subject, you have the right to request and obtain a copy of your data.

Contact Details

If you have any queries or comments about the above, please email info@paulbashamassociates.com (do we want to change this to the travel plan email?) or write to us at Paul Basham Associates, Suite 4, Hitching Court, Blacklands Way, Abingdon Business Park, Abingdon, OX14 1RG