1) **MICHAEL CHARLES TERRELL PRIDEAUX AND SUSAN HENRIETTE PETO PRIDEAUX**

2) **HORSHAM DISTRICT COUNCIL**

DEED OF DISCHARGE

under Section 106 and Section 106A of the Town and Country Planning Act 1990 relating to Land at Selehurst, Brighton Road, Lower Beeding, West Sussex, RH13 6PR

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref:	12019
Modification / Discharge Planning ref:	S106/24/0014
Original S106 Planning ref:	DC/06/0749 dated 16th February 2007

THIS AGREEMENT is made as a deed and dated 7th July 2025

Between:

(1) **MICHAEL CHARLES TERRELL PRIDEAUX** and **SUSAN HENRIETTE PETO PRIDEAUX** of Selehurst, Brighton Road, Lower Beeding, West Sussex RH13 6PR (together **"the Owners"**); and

(2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB (**"the Council"**)

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Owners are the registered proprietors with Title Absolute of the Land registered at HM Land Registry under title number WSX326632 which is free from encumbrances which would inhibit the making or implementation of this Deed.

1.2 The Council is the local planning authority for the purposes of the TCPA 1990 for the area within which the Land is situated and is the local authority for the purposes of the Local Government Act 1972.

1.3 On 16th February 2007 the Council, a mortgagee and the Owners entered into the Planning Agreement which restricts the occupation of Little Sele and the lease, sale or disposal of the Properties.

1.4 The Application to discharge the Planning Agreement was made on 23rd May 2024.

1.5 The Parties have agreed to enter into this Deed to discharge the Planning Agreement because the Council has determined that the Restrictions are no longer required and that these are the only planning obligations secured.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

2.1 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

2.2 Words importing the one gender include reference to all the genders.

2.3 Words importing the singular include the plural and vice versa.

2.4 Words importing persons include companies and corporations and vice versa.

2.5 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council shall include its successors in statutory functions.

2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.

2.7 Any reference to a clause schedule or plan is to a clause schedule or plan in to or attached to this Deed.

2.8 Any reference to a colour or letter is to a colour or letter on the plan attached to this Deed, unless otherwise expressly stated to the contrary.

2.9 In the absence of a contrary provision any reference to a statute or statutory provision includes any statutory modifications or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"Application"	the application (assigned reference S106/24/0014) made by the Owners to the Council as the local planning authority to discharge the Planning Agreement.
"Dwelling"	The dwelling situated on the Land and shown for identification purposes only hatched black on the plan at Schedule 1.
"Land"	the land registered at H M Land Registry under title number WSX326632 on which the Properties are situated and shown edged red on the plan at Schedule 1.
"Little Sele"	the four-bedroom property built pursuant to the Planning Permission (also known as "The Coach House") situated on the Land and shown for identification purposes only edged blue on the plan at Schedule 1.
"Planning Agreement"	the agreement made pursuant to section 106 of the TCPA 1990 dated 16th February 2007 with reference FR/PAG/365.
"Planning Permission"	the planning permission for "the refurbishment of existing residential coach house and conversion of other areas to form a four-bedroom unit" granted by the Council on 2nd March 2007 under reference DC/06/0749.
"Properties"	Little Sele and the Dwelling.
"Restrictions"	the planning obligations contained in paragraph 5 of the Planning Agreement.

"TCPA 1990" The Town and Country Planning Act (as amended).

4. ENABLING PROVISIONS

4.1 This Deed is made pursuant to the provisions of Section 106A of the TCPA 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

5. DISCHARGE OF PLANNING AGREEMENT

5.1 The Owners and the Council agree that the Planning Agreement shall hereby be discharged in its entirety and will cease to have any effect from the date of this Deed and shall not be capable of being enforced against the Owners or their successors in title or any other party.

5.2 Without prejudice to clause 5.1 above:

5.3 Paragraph 5.1 of the Planning Agreement:

5.1 *"The Owners covenant with the Council not to cause or permit the occupation of the Coach House by any party other than the Family Members or Staff."*

shall be deleted.

5.4 Paragraph 5.2 of the Planning Agreement:

"5.2 *The Owners covenant:*

5.2.1 not to sell lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Coach House separately from the Dwelling; and

5.2.2 not to sell lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Dwelling separately from the Coach House."

shall be deleted.

6. MISCELLANEOUS

6.1 For the avoidance of doubt the provisions of this Deed (other than those contained in this clause) shall not have effect until this document has been dated.

6.2 The Parties agree that:

6.2.1 nothing in this Deed constitutes an obligation to grant planning permission;

6.2.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function;

6.2.3 nothing in this Deed fetters or restricts the exercise by the Council of any of their powers;

6.2.4 this Deed constitutes a Deed;

6.2.5 the Deed is enforceable by the Council;

6.2.6 nothing in the Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999;

6.3 The Parties hereby agree that:

6.3.1 this Deed supersedes and replaces all previous negotiations whether oral or written with the exception of the Planning Agreement which shall continue in full force and effect until completion of this Deed;

6.3.2 no party has relied on any express or implied statement warranty representation or undertaking given by or on behalf of the other; and

6.3.3 nothing herein contained excludes the liability of any of the parties in relation to fraud.

6.4 The Council confirms that entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the Council hereby certifies that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003.

6.5 If any provision in the Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

6.6 This Deed shall be governed by and interpreted in accordance with the Laws of England and the Parties submit to the exclusive jurisdiction of the Courts of England.

6.7 References to the Land include any part of it.

6.8 “including” means “including without limitation.”

7. COSTS

7.1 The Owners agree to pay the Council’s reasonable legal costs incurred in the preparation and negotiation of this Deed immediately on completion of this Deed.

8. LOCAL LAND CHARGE

8.1 The Council shall remove the Planning Agreement from the Register of Local Land Charges as soon as reasonably practicable after the completion of this Deed.

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

SIGNED as a **DEED** by

MICHAEL CHARLES TERRELL PRIDEAUX

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature

I CHARLES ALEXANDER POTTER ..... Print name

T 7 CANONBURY GROVE ..... Address 1

N LONDON ..... Address 2

E ..... Address 3

S N1 2HP ..... Post code

S BARRISTER ..... Occupation

SIGNED as a **DEED** by

SUSAN HENRIETTE PETO PRIDEAUX

[redacted] ..... Signature

In the presence of:

[redacted] ..... Signature

I CHARLES ALEXANDER POTTER ..... Print name

T 7 CANONBURY GROVE ..... Address 1

N LONDON ..... Address 2

E ..... Address 3

S N1 2HP ..... Post code

S BARRISTER ..... Occupation

day and year firs

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

18065 x 3



[redacted]

.....

Authorised Officer
For Head of Legal and Democratic Services and Monitoring Officer

Schedule 1

Site Plan

Notes:

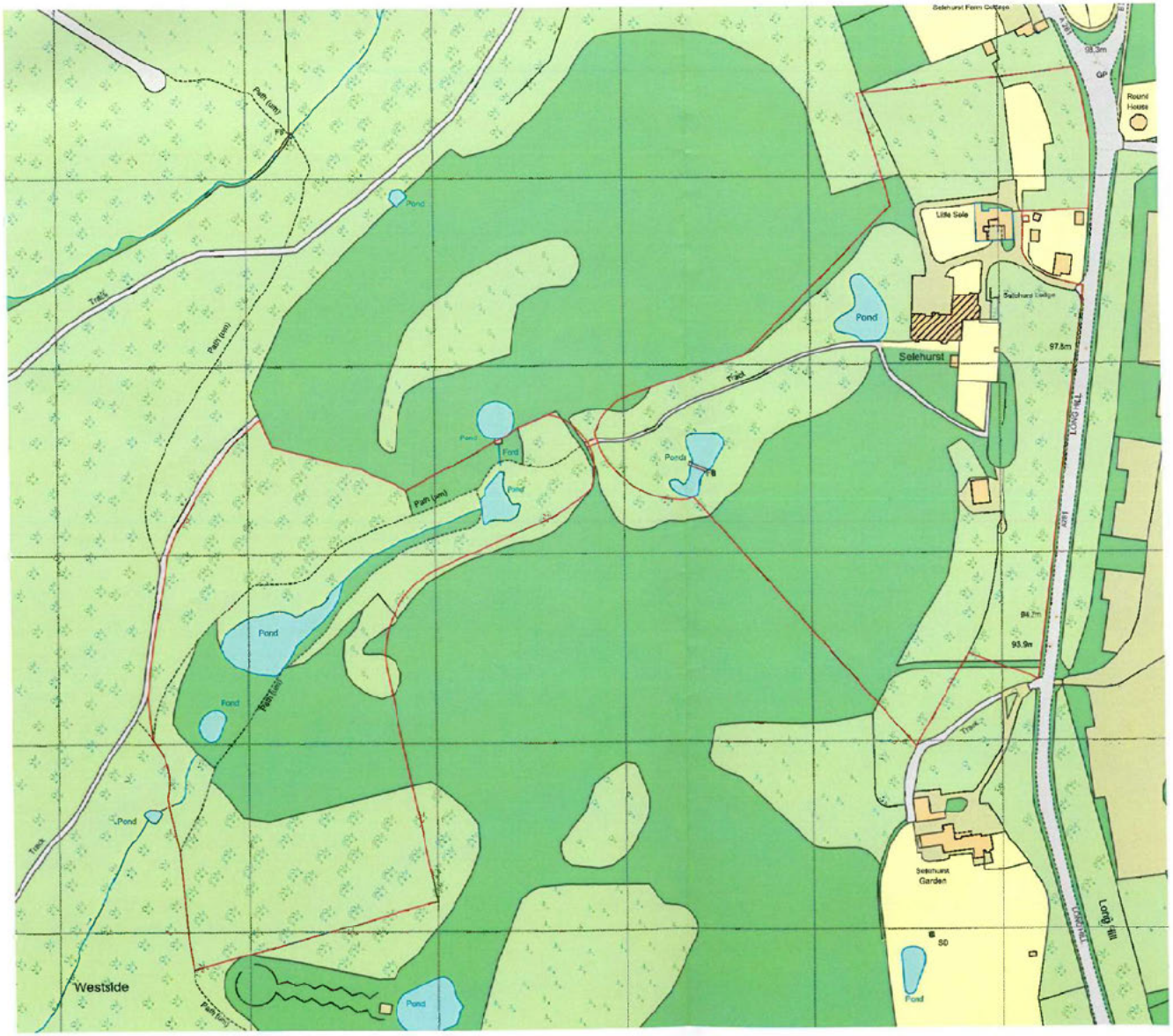
N

Selehurst main dwelling - Black hatching

Little Sele - Blue outline

Land bound by original agreement - Red outline

[redacted]



Scale 1:2500

0 50 100 200

SITE PLAN

SCALE 1:2500

Henry Adams
rural & farming

REV:	DESCRIPTION:	BY:	DATE:
STATUS:	Final		

CLIENT: Mr M. Prideaux

PRODUCED BY: Henry Adams

SITE: Little Sele, Brighton Road, RH13 6PR

TITLE: Site Plan

SCALE AT A3:	DATE:	DRAWN:	CHECKED:
1:2500	07/05/25	RS	RS
PROJECT NO:	DRAWING NO:		REVISION:
001	001		B