

- (1) **JOHN PETER HOOPER and ELIZABETH CAROLE DENHOLME HOOPER**
- (2) **ROBERT JAMES HOOPER**
- (3) **NICOLA JANE HOLDER**
- (4) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 in respect of

**Land at Billhook Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West
Sussex RH14 9DN
Registered at HM Land Registry as Land on the east side of West Chiltington
Lane, Coneyhurst, Billingshurst**

Offsetting Land: Land on the west side of West Chiltington Lane, Billingshurst

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

Legal ref: CB/12177
Planning ref: DC/20/2567

THIS AGREEMENT is made as a deed and dated

2nd May

2025

Between:

- (1) JOHN PETER HOOPER ("the First Trustee") and ELIZABETH CAROLE DENHOLME HOOPER ("the Second Trustee") of Palmer's Cottage, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN ("the Owners");
- (2) ROBERT JAMES HOOPER of The Old Vicarage, Crawley Road, Horsham, West Sussex RH12 4HF ("the Third Trustee");
- (3) NICOLA JANE HOLDER of North End Barn, West Chiltington Lane, Coneyhurst, West Sussex RH14 9DN ("the Fourth Trustee");
- (4) 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 Council is the local planning authority as defined in the Act for the area within which the Application Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX203821 and described as "Land on the east side of West Chiltington Lane, Coneyhurst, Billingshurst", being the Application Site and of land registered at HM Land Registry under title number WSX271507 and described as "Land on the west side of West Chiltington Lane, Billingshurst", being the Offsetting Site.
- 1.3 The Owners have entered into the Contract for Sale with the Trustees, which is registered at HM Land Registry against title number WSX271507 at paragraph 2 of the Charges Register and as such are considered to have an equitable interest in the Offsetting Site.
- 1.4 The Application was submitted to and validated by the Council on 22 December 2020.
- 1.5 On 18 February 2025, the Members of the Council's Planning Committee South resolved to grant planning permission for the Development subject to completion of this Agreement.
- 1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.
- 1.7 The Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.
- 1.8 The water statutory undertaker, Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.
- 1.9 In September 2021 Natural England released the Position Statement which requires that any new development within the SNWSZ must be Water Neutral. The Parties agree that the Development must be Water Neutral and the Owners have entered into this Agreement in order to secure the required mitigation and Offsetting Measures in order to bind the Application Site and the Offsetting Site.
- 1.10 The Owners are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.
- 1.11 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations

2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

- 2.1 Words importing the one gender include reference to all the genders.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.
- 2.5 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.
- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.
- 2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.
- 2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.9 A reference to writing or written excludes fax and email.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Council, the successors to their functions as local planning authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/20/2567 and described as “Demolition of existing barns and erection of 3 No. residential dwellings and creation of a new access”.
“Application Site”	all that land at Billhook Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN, registered at HM Land Registry as Land on the east side of West Chiltington Lane, Coneyhurst, Billingshurst, that is shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
“Application Site Plan”	the plan of the Application Site entitled “Location & Block Plan” drawing number BF_00 dated 15/12/20 at Schedule 1 of this Agreement.

“Commencement of Development”	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and “Commence Development” shall be construed accordingly;
“Commencement Date”	the date on which the Commencement of the Development occurs;
“Commencement Notice”	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
“Contract for Sale”	an agreement comprising a contract for the sale of land that includes the Offsetting Site, by the Owners to the Trustees as trustees of the Hooper Family Trust, (such persons being the First Trustee, the Second Trustee (who are also the Owners), the Third Trustee and the Fourth Trustee), subject to a completion date of 14 th April 2036, which is at the Appendix of this Agreement.
“Development”	the development of the Application Site pursuant to the Planning Permission;
Head of Planning and Building Control	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time;
“Monitoring Fee”	the fee of £800 (eight hundred pounds) for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement.
“Occupation”	occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and “Occupy” and “Occupied” shall be construed accordingly.
“Occupation Date”	the date on which the Development is first Occupied.
“Occupation Notice”	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
“Offsetting Measures”	the detailed water saving measures that are to be implemented on the Offsetting Site to make the Development Water Neutral that are described in particular in paragraphs 3.16 – 3.17 (inclusive) and Appendix 5. of the Water Neutrality Statement.
“Offsetting Site”	all that land registered at HM Land Registry as Land on the west side of West Chiltington Lane, Billingshurst (comprising a stable block), at which the Offsetting Measures are to be implemented, maintained and managed for the lifetime of the Development and which is identified edged red on the Offsetting Site Plan.
“Offsetting Site Plan”	the plan of the Offsetting Site entitled “Offsetting Site Plan” produced by Batchelor Monkhouse on Land App, dated Mar 27, 2025, at Schedule 1 of this Agreement.

“Onsite Water Reduction Measures”	the detailed water saving measures to be implemented on the Application Site to make the Development Water Neutral that are described in particular in paragraphs 3.10 – 3.15 (inclusive), paragraph 3.17 and Appendix 4 of the Water Neutrality Statement.
“Planning Permission”	the planning permission to be granted by the Council pursuant to the Application.
“Position Statement”	the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.
“Section 73 Consent”	any planning permission granted pursuant to section 73 of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
“SNWSZ”	the Sussex North Water Supply Zone from where Southern Water supplies drinking water.
“Southern Water”	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
“Trustees”	together the First Trustee, the Second Trustee, the Third Trustee and the Fourth Trustee for as long as they shall remain appointed as a trustee of the Hooper Family Trust, and any other person appointed as a trustee of the Hooper Family Trust from time to time.
“Water Neutral”	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and “Water Neutrality” shall be construed accordingly.
“Water Neutrality Statement”	the statement prepared by Marian Cameron Consultants Ltd, Environmental Consultancy, dated December 2021 on behalf of the Owners and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation measures to achieve Water Neutrality and which appears at Schedule 2 of this Agreement.
“Water Stressed Areas Classification”	means the Environment Agency's report dated 1 July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report.
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

- 4.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

- 5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 3 and Schedule 4 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

- 6.1 Subject to clause 5.1:

- 6.1.1 The Owner covenants with the Council to fully comply with and to perform the obligations contained herein and in Schedules 3 and 4 of this Agreement in accordance with the requirements and timescales set out;
- 6.1.2 The Owner covenants with the Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;
- 6.1.3 The Owner covenants with the Council that the use of the Offsetting Site shall be in strict accordance with this Agreement.

7. NOTICES

- 7.1 The Owners covenant with the Council as follows:
 - 7.1.1 to give the Commencement Notice to the Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and
 - 7.1.2 to give the Occupation Notice to the Council not less than 10 (ten) Working Days before the anticipated Occupation Date.
- 7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the Council's determination.
- 7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Planning and Building Control of the Council.
- 7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.
- 7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

- 8.1 The Owners have undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fee.

9. CHARGEES/ MORTGAGEES' CONSENT/ LIABILITY

- 9.1 Any future charge or mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site and/ or the Offsetting Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owners.

10. GENERAL

The Parties undertake that:

- 10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 10.2 this Agreement constitutes a deed.

- 10.3 this Agreement is enforceable by the Council in accordance with section 106 of the Act.
- 10.4 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.5 It is hereby agreed by the Owners that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.
- 10.6 The Owners hereby undertake that:
- 10.6.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;
- 10.6.2 the Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the Council; and
- 10.6.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 10.7 The Owners acknowledge that this Agreement will be registered as a local land charge.
- 10.8 The Owners hereby give consent for the Application Site Plan and Offsetting Site Plan to be reproduced by the Council.
- 10.9 If any provision in this Agreement 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.
- 10.10 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 10.11 The obligations in this Agreement (with the exception of clause 8. Costs) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission:
- 10.11.1 expires; or
- 10.11.2 is varied or revoked other than at the request of the Owners; or
- 10.11.3 is quashed following a successful legal challenge,
- but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.
- 10.12 The Owners (or any person deriving title to Application Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with its interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 10.13 The Owners (or any person deriving title to the Offsetting Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with their interest in the Offsetting Site or such part of the Offsetting Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 10.14 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.
- 10.15 References to the Application Site and Offsetting Site include any part of it.
- 10.16 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 10.17 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.
- 10.18 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:
- 10.18.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
- 10.18.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.
- 10.18.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

- 10.18.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- 10.18.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.
- 10.19 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this deed or the Planning Permission or the planning obligations that relate to the Offsetting Site, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

11. DISPUTE RESOLUTION

- 11.1 Should a dispute or difference arise between the Owners and the Council concerning anything herein then the provisions of this clause 11 shall apply.
- 11.2 All differences and disputes which may arise between the Parties concerning this Agreement shall 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 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.
- 11.3 Any expert appointed pursuant to clause 11.2 shall:
- 11.3.1 on his appointment serve written notice thereof on the parties in dispute;
- 11.3.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;
- 11.3.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;
- 11.3.4 have an unfettered discretion to determine the reference to him;
- 11.3.5 serve notice of his determination as soon as he has made it;
- 11.3.6 give full and clear reasons for his decision; and

11.3.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his 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 any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

11.4 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owners has any legal or equitable interest in the Application Site or the Offsetting Site other than as set out in this Agreement.

12.2 The Owners undertake to the Council to give the Council immediate written notice of any change in the ownership of any of their respective interests in the Application Site and/ or the Offsetting Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site and/or the Offsetting Site purchased by reference to a plan.

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

SIGNED as a DEED by
JOHN PETER HOOPER



..... Signature

In the presence of

W Signature
I ROWENA LEE Print name
T VALELANDS Address 1
N WEST CHILTINGTON LANE Address 2
E CONEXHURST Address 3
S RH14 9DN Post code
S HR DIRECTOR Occupation

SIGNED as a DEED by
ELIZABETH CAROLE DENHOLME HOOPER

.......... Signature

In the presence of:

W..... Signature
I ROWENA LEE Print name
T VALELANDS Address 1
N WEST CHILTINGTON LANE Address 2
E CONEXHURST Address 3
S RH14 9DN Post code
S HR DIRECTOR Occupation

SIGNED as a DEED by
ROBERT JAMES HOOPER

.......... Signature

In the presence of:

W..... Signature
I ROWENA LEE Print name
T VALELANDS Address 1
N WEST CHILTINGTON LANE Address 2
E CONEXHURST Address 3
S RH14 9DN Post code
S HR DIRECTOR Occupation

SIGNED as a DEED by
NICOLA JANE HOLDER

..... Signature

In the presence of:

W Signature
I ROWENA LEE Print name
T VALELANDS Address 1
N WEST CHILTINGTON LANE Address 2
E CONEYHURST Address 3
S RH14 9DN Post code
S H.R. DIRECTOR Occupation

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



Authorised Officer

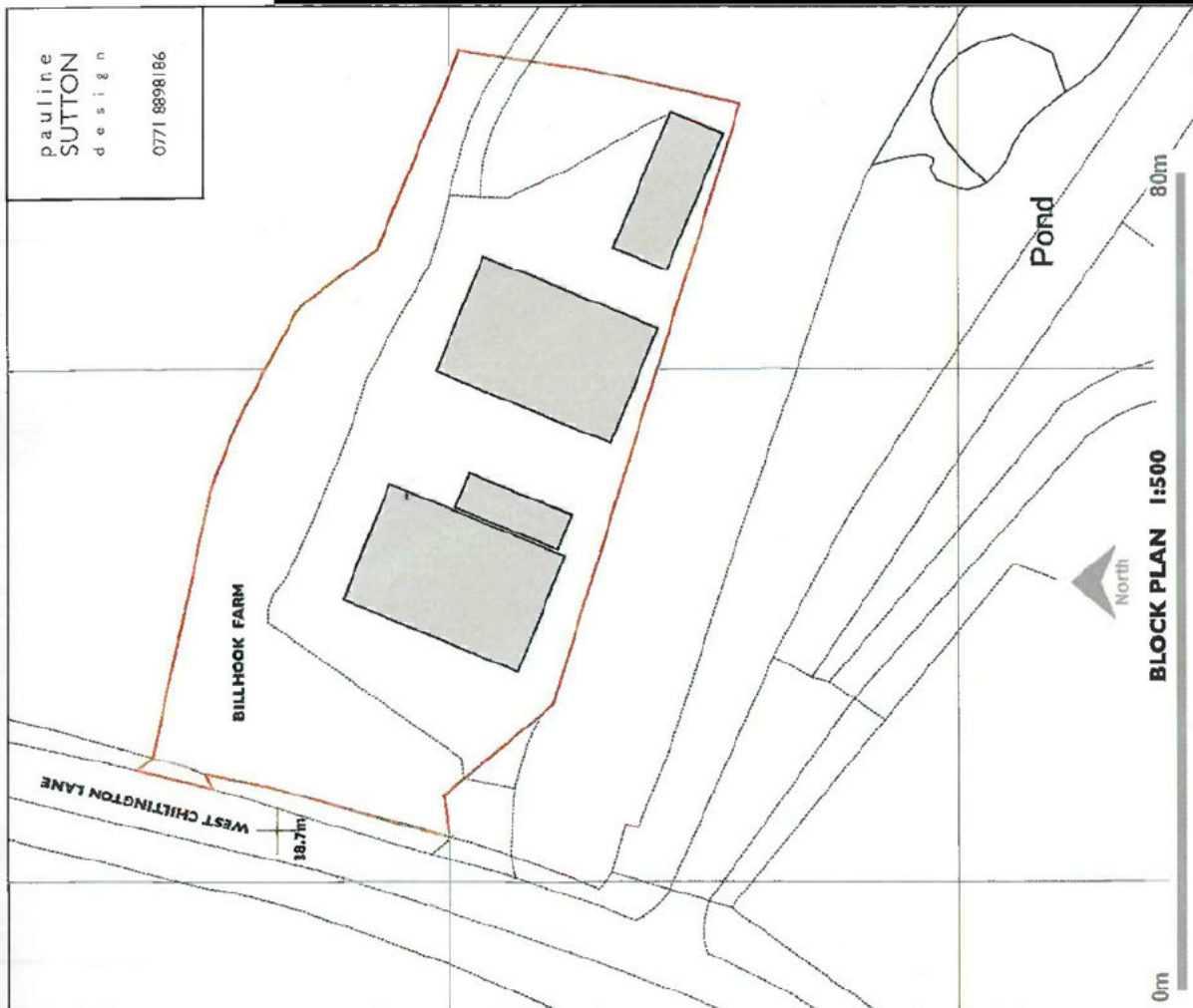


Schedule 1

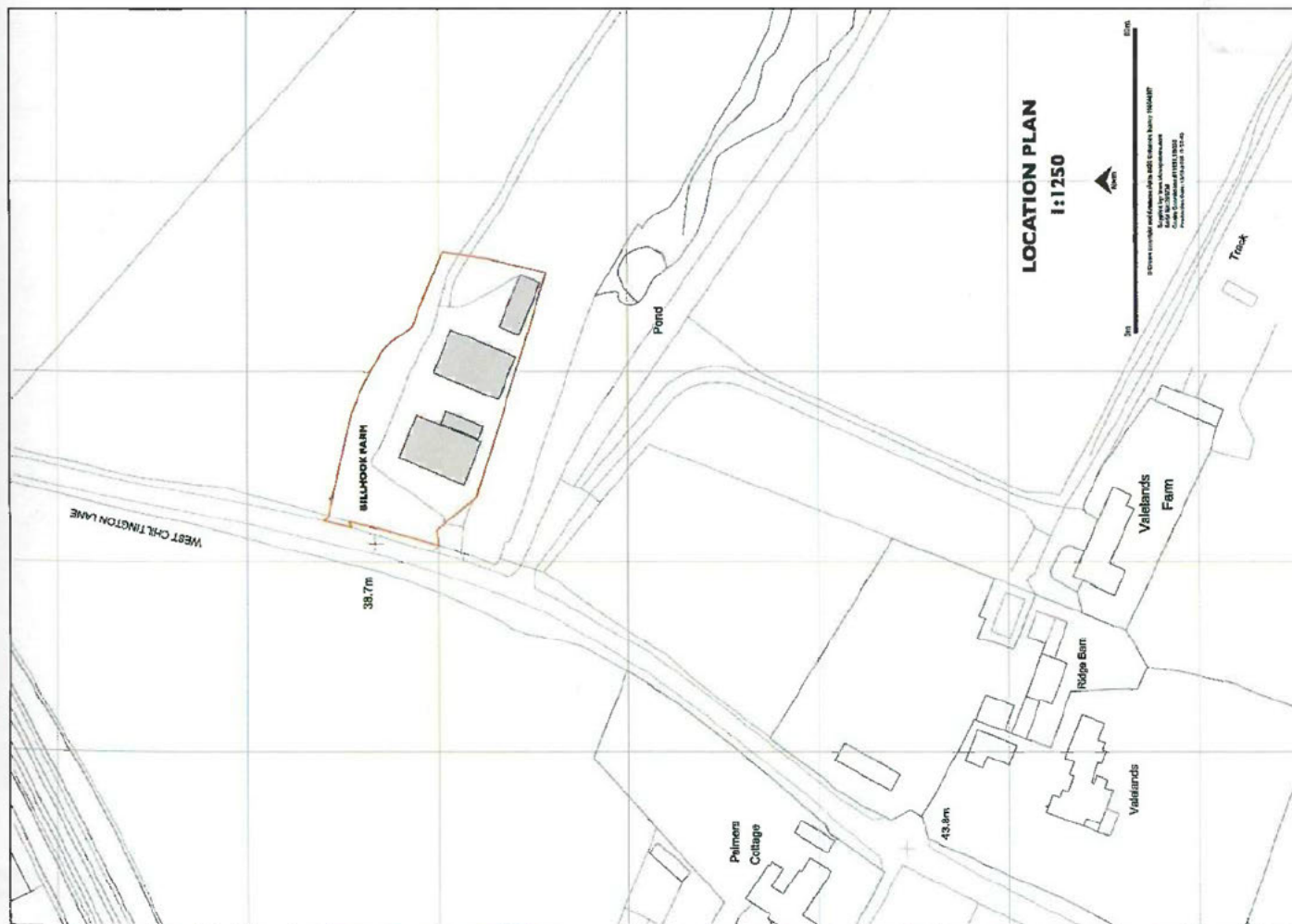
Plans

1. Application Site Plan – “Location & Block Plan” drawing number BF_00 dated 15/12/20
2. Offsetting Site Plan – “Offsetting Site Plan” produced by Batchelor Monkhouse on Land App, dated Mar 27, 2025

pauline
SUTTON
design
0771 8898186



client:	Mr and Mrs J Smith	date:	15/12/20
site address:	Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_00
title:	Full Planning	scale:	1:1250/1500 @A3
project:	New build scheme for x3 units across the site.	drawing title:	LOCATION & BLOCK PLAN



Offsetting Site Plan



Schedule 2
Water Neutrality Statement

Water Neutrality Report prepared by Marian Cameron Consultants Ltd, Environmental Consultancy dated December 2021

**Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex
(DC/20/2567)**

Water Neutrality Report

For: [REDACTED]

Date: December 2021

Document Status

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Appendices

Appendix 1: Drawings

Appendix 2: Arun Valley Designations

Appendix 3: Google Earth Images of the Site between 2012 and 2021

Appendix 4: Water Budget Calculations for the Proposed Development

Appendix 5: Rainwater Harvesting System for the Dwellings and Stables

1.0 INTRODUCTION

Introduction

- 1.1. This report has been produced on behalf of [REDACTED] (the Applicant) to provide evidence that the proposed demolition of two agricultural buildings, erection of three residential dwellings and creation of a new access at Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex (the 'Proposed Development') in Horsham District will be water neutral. The Proposed Development will have no adverse effect on the integrity of the Arun Valley Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar Site.
- 1.2. The report has been prepared in accordance with the Natural England (September 2021) Natural England's Position Statement for Applications within the Sussex North Water Supply Zone – Interim Approach¹.

The Site

- 1.3. The approximately 0.27ha Site comprises two agricultural buildings (barns) sited to the east of West Chiltington Lane in Coneyhurst. The agricultural buildings are sited on an area of hardstanding in the south-western corner of a field. To the south of the Site are residential dwellings and a farm building associated with Valelands Farm, to the north is a field with the railway line beyond, to the east is farmland and to the west is West Chiltington Lane as shown in **Appendix 1**.
- 1.4. The agricultural buildings are of equal size and measure 18m x 12m (216 sqm) and are 5.5m high (to ridge). The two barns have been used for the storage and compaction of linseed straw grown on the farm within the last 10 years. Within **Appendix 1** there are a series of google earth images proving that there have been no significant changes to the current land use within the Site over the last 10 years.
- 1.5. The Site is located approximately 9km to the north-east of the Arun Valley SPA, SAC and Ramsar as illustrated in **Appendix 1**.

The Proposed Development

- 1.6. A full planning application has been submitted for the demolition of the existing agricultural buildings and erection of three residential dwellings (use class C3) to Horsham District Council (HDC). The dwellings will comprise a 5-bedroom detached property and two 3-bedroom semi-detached cottages. The 5-bedroom detached property will have 364 sqm gross external area

¹ Natural England (September 2021) Position Statement for Applications within the Sussex North Water Supply Zone – Interim Approach

(GEA) and a ridge height of 7.2m, while the 3-bedroom semi-detached cottages will have 137 sqm GEA and a ridge height of 7.3m.

- 1.7. A prior approval application was submitted to Horsham District Council in November 2018 for the conversion of the barns into 4no, dwellings under Class Q of the General Permitted Development Order (England) 2015, as amended. The application was refused in January 2019 for the following reasons:

'The buildings subject of the application have not been used solely for agricultural uses as part of an established agricultural unit. The proposed change of use would therefore not accord with Schedule 2, Part 3, Class Q.'

- 1.8. A second application was subsequently submitted in July 2019 under reference DC/19/1341 with further evidence and prior approval was granted the following month. This established the principle of 4no, dwellings on the site and 454 sqm of residential floorspace.

Background to Water Neutrality

- 1.9. Natural England have expressed uncertainty that the existing abstraction within Sussex North Water Supply Zone may be causing an impact on the water levels at Arun Valley SPA, SAC and Ramsar and therefore new developments need to be water neutral in Sussex North to enable sufficient water to be available to the region.
- 1.10. Natural England's definition of water neutrality is *'the use of water in the supply area before the development is the same or lower after the development is in place'* (September 2021).
- 1.11. The background to the problem is that while Southern Water developed their Water Resources Management Plan in 2019 (WRMP19) a risk emerged regarding the delivery of a scheme to optimise the operation of Southern Water's existing groundwater abstraction at Hardham. Whilst Southern Water assumed within WRM19 that the scheme would be delivered, Southern Water also recognised there was uncertainty in how much additional supply the scheme would deliver given concerns raised about the environmental impact of Southern Water's groundwater abstraction by Natural England and Environment Agency. The concerns related specifically to environmentally designated sites in the Arun Valley² and are currently being investigated.
- 1.12. The Hardham groundwater abstraction supplies water to the Sussex North Water Resource Zone (WRZ). This zone covers the majority of Crawley (excluding Gatwick Airport and

² Southern Water (undated) Position Statement Sussex North WRZ, Supply and Demand in the Sussex North Water Resource Zone (WRZ)

Maidenbower), Horsham, part of Chichester local authority area and part of the South Downs National Park³.

- 1.13. Natural England advised that it currently cannot conclude with certainty that Hardham groundwater abstraction is not having an adverse impact on site integrity through causing inappropriate water levels and associated potential water quality impacts that are leading to deterioration of habitats at designations including Amberely Wild Brooks SSSI, Pulborough Brooks SSSI and Waltham Brooks SSSI that form Arun Valley SPA, Arun Valley SAC and Arun Valley Ramsar Site. Natural England has therefore advised Crawley Borough, Chichester District and Horsham District Councils that development in the Sussex North part of the Gatwick sub-region must not add to this adverse effect.
- 1.14. The Site is located within the Sussex North Water Resource Zone. Therefore, this report provides evidence to show that the Proposed Development will be water neutral (it will not increase demand on mains water supply) as required by Natural England.

³ JBA Consulting (July 2021) Water Neutrality Study: Part A – Individual Local Authority Areas, Crawley Borough Council and Chichester District Council

2.0 ARUN VALLEY

Arun Valley Designations

2.1. Arun Valley consists of three component SSSIs: Pulborough Brooks; Amberley Wild Brooks and Waltham Brooks SSSIs which comprise a series of wet meadows dissected by a network of ditches on the floodplain of the River Arun between Pulborough and Amberley. The designations are illustrated in **Appendix 2**. The neutral wet grassland which is subject to winter and occasional summer flooding is dissected by a network of ditches, several of which support rich aquatic flora and invertebrate fauna. The area is of outstanding ornithological importance notably for wintering wildfowl and breeding waders. Arun Valley is designated for the following:

- SPA - the site qualifies under article 4.1 of the Birds Directive (79/409/EEC) as it is used regularly by 1% or more of the Great Britain population of the Annex I species Bewick's Swan *Cygnus columbianus bewickii* (non breeding) in any season. In addition, the site during the non-breeding season supports nationally important populations of wigeon *Anas Penelope*, teal *Anas crecca*, pintail *Anas acuta*, shoveler *Anas clypeata* and ruff *Philomachus pugnax* (Annex I species). Golden plover *Pluvialis apricaria* and kingfisher *Alcedo atthis*, both Annex I species, also occur on Arun Valley SPA⁴;
- SAC - the presence of the Annex II species little whirlpool ram's horn snail *Anisus vorticulus*⁵. The SAC only encompasses Pulborough Brooks and Amberley Wild Brooks SSSI;
- Ramsar – the site holds seven wetland invertebrate species listed in the British Red Data Book as threatened. One of these, *Pseudamnicola confusa*, is considered to be endangered. The site also supports four nationally rare and four nationally scarce plant species. The ditches intersecting the site have a particularly diverse and rich flora. All five British duckweed *Lemna* species, all five water-cress *Rorippa* species and all three British water milfoils *Myriophyllum* species, all but one of the seven British water dropworts *Oenanthe* species and two-thirds of the British pondweeds *Potamogeton* species can be found on site. Furthermore, there are waterbird assemblages of international importance especially the northern pintail *Anas acuta*⁶;
- Amberley Wild Brooks SSSI – the extensive area of alluvial grazing marsh is dissected by drainage ditches. The ditches support a rich flora which includes one nationally rare plant.

⁴ Natural England (March 2019) European Site Conservation Objectives: Supplementary advice on conserving and restoring site features. Arun Valley Special Protection Area (SPA). Site Code: UK9020281

⁵ Secretary of State for Environment, Food and Rural Affairs (February 2016) Register of European sites. Register entry UK0030366 under Regulation 13 of the Conservation of Habitats and Species Regulations 2010

⁶ Joint Nature Conservation Committee (December 1999) Information Sheet on Ramsar Wetlands (RIS) for Arun Valley

The number of birds which over-winter are nationally significant and the site also has a rich community of breeding birds. Several uncommon invertebrates are present including a rich assemblage of dragonflies⁷;

- Waltham Brooks SSSI – the area of alluvial grazing marsh adjacent to the River Arun is of national importance for wintering birds. The site represents one of a few surviving areas of grazing marsh in West Sussex; the marsh and the ditches which dissect it support a species-rich community of aquatic plants, including one nationally rare species⁸; and
- Pulborough Brooks SSSI – a series of wet meadows on the floodplain of the River Arun between Pulborough and Greatham. The fields, which are subject to winter, and occasional summer flooding, are dissected by a network of wet ditches, several of which support a rich aquatic flora and invertebrate fauna. The area is of outstanding ornithological importance notably for wintering wildfowl and breeding waders⁹.

2.2. The report focuses on effects on the integrity of the Arun Valley SPA, SAC and Ramsar as they are the focus of Natural England's advice and consultation responses to planning applications such as this one. However, the key features within the three component SSSIs will also be protected through protecting the SPA, SAC and Ramsar Site.

Key Issues for Maintaining the Arun Valley SPA, Ramsar and SAC

2.3. The key issues for maintaining the Arun Valley SPA, SAC and Ramsar site relate to:

- Inappropriate water levels;
- Water pollution; and
- Inappropriate ditch management¹⁰.

2.4. This report concentrates on effects from the Proposed Development on inappropriate water levels as Natural England's position is that there is evidence that water levels within Arun Valley SPA, SAC and Ramsar are adversely affecting the qualifying features of the designations. The habitats within Amberley Wild Brooks SSSI and Waltham Brooks SSSI are assessed as being in 'unfavourable recovering'¹¹ condition while the habitats within

⁷ <https://designatedsites.naturalengland.org.uk/PDFsForWeb/Citation/1003987.pdf>

⁸ <https://designatedsites.naturalengland.org.uk/PDFsForWeb/Citation/1000711.pdf>

⁹ <https://designatedsites.naturalengland.org.uk/PDFsForWeb/Citation/2000316.pdf>

¹⁰ Natural England (October 2014) Improvement Programme for England's Natura 2000 Sites Planning for the Future. Site Improvement Plan. Arun Valley

¹¹ The conservation status of a natural habitat will be taken as "unfavourable recovering" when units/features are not yet fully conserved but all the necessary management mechanisms are in place. At least one of the designated feature(s) mandatory attributes are not meeting their targets (as set out in the site specific FCT). Provided that the recovery work is sustained, the unit/feature will reach favourable condition in time.

Pulborough Brooks SSSI are assessed as being in 'favourable' condition by Natural England^{12,13}. These are shown in **Appendix 2**.

Potential Water Level Links between the Proposed Development and Arun Valley SPA, SAC and Ramsar

- 2.5. To better understand the issue with water levels within Arun Valley SPA, SAC and Ramsar, a source – pathway – receptor model is to be applied for the Proposed Development.
- 2.6. In this case, mains water demand from the Proposed Development are the potential impact sources being considered; the River Arun and aquifers forms the impact pathway; and the qualifying features of Arun Valley SPA, SAC and Ramsar are the receptors being scoped for the risk of adverse effects upon them.
- 2.7. To demonstrate beyond reasonable scientific doubt that the Proposed Development will not adversely affect the integrity of Arun Valley SPA, SAC and Ramsar, the following steps need to be taken:
 - Demonstrate that the impact source does not exist (i.e. demonstrate water neutrality); or
 - Demonstrate that there is no functional pathway for water transfer between the source of water required for the Proposed Development and Arun Valley SPA, SAC and Ramsar via the River Arun or the underlying aquifer; or
 - Demonstrate that the qualifying features of the designated sites will not be adversely affected by change in water levels.
- 2.8. If the risk of an adverse effect on site integrity at any of the above three points (source, pathway, receptor) cannot be discounted, the Proposed Development will need to deliver water neutrality specific mitigation. If it is concluded that there is an existing adverse effect on site integrity as a consequence of water levels within the Arun Valley SPA, SAC and Ramsar, then any additional water abstraction required for the Proposed Development will need to be mitigated. The identified mitigation measures will need to be effective in mitigating any adverse effect on site integrity, and this effectiveness will need to be established beyond reasonable scientific doubt.

¹² <https://magic.defra.gov.uk/MagicMap.aspx>

¹³ The conservation status of a natural habitat will be taken as "Favourable" when: its natural range and areas it covers within that range are stable or increasing, and the specific structure and functions which are necessary for its long-term maintenance exist and are likely to continue to exist for the foreseeable future.

3.0 THE PROPOSED DEVELOPMENT AND ITS DESIGN MEASURES

Introduction

- 3.1. The Proposed Development comprises the replacement of two agricultural buildings with three residential dwellings. Following the Natural England's guidance on nutrient neutrality in Stodmarsh¹⁴ and other catchments in the country, the average occupancy of dwellings in Horsham District Council is 2.3^{15,16}. Therefore, there will be an increased population of approximately 6.9 people¹⁷ associated with the addition of the three new dwellings on the Site. The land use within the Site will change from arable land to residential land use. **Appendix 3** provides google earth images showing the land use has remained agricultural between 2012 and 2021.
- 3.2. The two agricultural buildings described in Chapter 1, have stopcock water connections and there is a water trough in the field to the north. However, for the purposes of this assessment, it is assumed that there is no current mains water usage on the Site as there is no record of the source of the water or the quantity used.
- 3.3. The Applicant also has control of a 16 stall stable block and hay barn to the rear of Palmers Cottage on the west side of West Chiltington Lane opposite Billhook Farm. The stable block is approximately 300 sqm in roof area and the associated hay barn is around 56 sqm in roof area. The current equestrian operations for up to 16 horses rely on mains water for drinking and cleaning operations. Horses require on average 40 litres of water per day¹⁸.
- 3.4. This section sets out the design measures for the Proposed Development that will reduce the water demand and consumption on the Site along with measures retrofitted to the nearby stable block to also reduce mains water supply demand to offset demand from the Proposed Development to facilitate a water neutrality development.

Construction

- 3.5. Construction of the Proposed Development is anticipated to commence in 2022¹⁹. The Proposed Development's construction will involve the following main stages:

¹⁴ Natural England (November 2020) Advice on Nutrient Neutrality for New Development in the Stour Catchment in Relation to Stodmarsh Designated Sites – For Local Planning Authorities

¹⁵ Nomis (accessed 4th November 2021) Table KS403EW Rooms, Bedrooms and central heating
<https://www.nomisweb.co.uk/census/2011/ks403ew>

¹⁶ The average occupancy for Horsham District Council has been used in lieu of the South Downs National Park as the South Downs National Park was not fully functioning at the time of the data collection. At this time, the Site was within Horsham District.

¹⁷ This is in accordance with the High Court Decision in relation to Wyatt, R. v Fareham Borough Council (2021), Case number CO/4168/2020

¹⁸ <https://www.nomisweb.co.uk/census/2011/ks403ew>

¹⁹ Dates are dependent on whether the Proposed Development is granted planning permission and when.

- Enabling works such as establishing haul routes and compound areas and clearance of paraphernalia in the surrounds of the buildings;
- Demolition of the existing agricultural buildings;
- Excavation and diversion of utilities including drainage;
- Construction of the driveway, car parking and footways;
- Construction of the superstructure for the dwellings;
- Fit out of the dwellings; and
- Landscaping.

3.6. In theory, without design measures, the construction of the Proposed Development could result in an increase of demand of water from the Arun Valley catchment which could adversely affect the qualifying features of Arun Valley SPA, SAC and Ramsar.

Embedded Design Measures during Construction

3.7. The following embedded design measures will be implemented during the construction of the Proposed Development:

- The only water entering the construction site will be potable water for the construction workers and visitors;
- Construction activities will be carried out in accordance with guidance contained within best practice pollution prevention guidelines;
- Water will be collected through grey water recycling and/or rainwater harvesting for portable toilets (for initial site set up works only) and good quality temporary toilet facilities which will be provided for construction worker use to prevent water pollution resulting from worker-generated sewage effluents. The wastewater from these facilities will be tankered off site and disposed of appropriately; and
- Rainwater will be harvested and used for water sprays to reduce dust or wash down within construction areas.

3.8. In summary, through the implementation of the embedded design measures, there will be no adverse effects on the integrity of Arun Valley SPA, SAC and Ramsar as a result of water demand and water use on the Site during construction. The measures are additional those set out in the water neutrality calculations and are only associated with the construction phase.

Operation

- 3.9. In theory, the qualifying features of Arun Valley SPA, SAC and Ramsar during operation of the Proposed Development, without measures in place, will potentially be affected by increased demand of water as a result of the additional population within the Site. It is assumed for the purpose of this report that there is no connection to mains water supply currently on the Site. The mains water supply for the dwellings will be from Sussex North Water Supply Zone therefore the following design measures will be implemented within the Proposed Development to minimise water demand and thus avoid adverse effects resulting from inappropriate water levels in Arun Valley SPA, SAC and Ramsar.

Reduction of Water Consumption

- 3.10. The average water consumption in the UK in 2020 was 142 l/day/person^{20, 21}. Permanent water saving techniques and technologies will be incorporated into the Proposed Development to ensure that the water consumption per person is 110l/day before the implementation of rainwater harvesting. This is equivalent to meeting the 'optional requirement' of part G2 of the UK Building Regulations²² and is standard practice across the building industry²³. It will be secured by Section 106 agreement or similar with the local authority.
- 3.11. The 110l/day will be achieved by implementing a combination of the following water saving techniques and technologies in accordance with BREEAM: ECOHOMES²⁴:
- High efficiency, aerated, censored or low flow taps/showerheads;
 - Double flush or low flush toilets;
 - Tankless hot water heaters;
 - Water efficient dishwashers and washing machines;
 - Insulator hot water cylinders; and
 - Pressure reducing valves.
- 3.12. The water consumption savings by all these measures have already been directly incorporated into the water neutrality calculations in **Appendix 4**. The ongoing monitoring through water meters, management and efficacy of these measures will be secured by Section 106 agreement or similar with the local authority.

Rainwater Harvesting

²⁰ Waterwise (2018) WWT PR19 Challenge Report#5 Water Consumption <https://waterwise.org.uk/wp-content/uploads/2019/10/WWT-Report-.pdf>

²¹ <https://www.statista.com/statistics/827300/household-appliance-water-consumption-united-kingdom-uk/>

²² HM Government, The Building Regulations 2010, Approved Document G, Sanitation, hot water safety and water efficiency

²³ The 110/day per person follows the precedence set out in Natural England's advice to Local Planning Authorities on Nutrient Neutrality across the country.

²⁴ BREEAM (April 2006) Ecohomes 2006 – The Environmental Rating for Homes The Guidance – 2006 / Issue 1.2.

- 3.13. The demand of water from the Sussex North Water Supply Zone will be further reduced by the incorporation of rainwater harvesting technology into the dwellings and nearby stables.
- 3.14. Rainwater harvesting is the collection and storage of rainwater (and other precipitation) that falls onto roof tops and then runs off via drains. The rainwater will then directed to an underground tank where it will be used, instead of mains water, for domestic non-potable water required for use of toilets, washing machines and watering of the garden or in the case of the stables for drinking water for the horses and water for cleaning. Details of the proposed rainwater harvesting systems are provided in **Appendix 5**.
- 3.15. Approximately 274 m³ of water will be collected through rainwater harvesting over a year from just under 432 sqm of the three dwelling roofs. This water will be used for the non-potable water demand of approximately 328 litres/day or 119,720 litres/year of water for operating toilets (31.14 litres/day), washing machines (39.46 litres/day) and watering of the garden (11.5 litres/day). The below ground tanks that will collect and store the rainwater until it is reused will have a capacity of 10,000l for the two semi-detached dwellings and 3,000l for the single dwelling. The water before its use will be treated with ultra-violet light to sterilize and kill bacteria in the water. The tanks will be accessed via manholes. There will be no noise or odours associated with the technology.
- 3.16. The remaining water demand will be offset by retrofitting rainwater harvesting equipment to the stables to facilitate the collection of approximately 626.56 litres/day or 228,694.4 litres/year of water from 300sqm of stable roofs and 56 sqm of hay barn roof. The collected rainwater will be stored in an underground tank with a capacity of 5,000 litres. The collected rainwater once treated with ultra-violet light to steralize and kill bacteria in the water will then be prioritised over the use of mains water supply for the spraying water, machine cleaning and water for the horses which will reduce the mains water demand at the stables. This system will be installed prior to construction commencing on the new dwelling to ensure that the construction activities will also be water neutral.
- 3.17. The savings on mains water demand from the two rainwater harvesting systems is presented in the water neutrality calculation in **Appendix 4**. The on-going management and monitoring of the rainwater harvesting systems will be carried out by Aquality. If Aquality in the future stops providing this service, then the Applicant will appoint an alternative organisation to manage the systems or alternative equivalent systems will be installed. The ongoing management and monitoring will be secured by Section 106 agreement or similar with the local authority.

Summary of the Design Measures

- 3.18. The implementation of the measures to limit water consumption at the Proposed Development to 110 l/day per person along with the rainwater harvesting of water on the proposed dwelling

and existing stables will result in no additional demand on mains water as shown in **Appendix 4**. Furthermore, the implementation of the embedded measures stated above during construction will result in no additional mains water demand.

4.0 STATEMENT TO INFORM THE HABITATS REGULATIONS ASSESSMENT

Introduction

- 4.1. The Report to Inform the Habitats Regulations Assessment²⁵, is designed to be read in conjunction with and be informed by this report. It provides an assessment of the effects on the integrity of Arun Valley SPA, SAC and Ramsar Site resulting from the construction and operation of the Proposed Development on its own and in combination with other developments within the Arun Valley Catchment. The information which has formed the basis of the Report to Inform the Habitats Regulations Assessment is presented in this document.

The Proposed Development and Arun Valley

- 4.2. Arun Valley SPA, SAC and Ramsar is located approximately 9km to the south-west of the Proposed Development. There is evidence of inappropriate changes to water levels resulting from abstraction processes within the Sussex North Water Supply Zone which is adversely affecting the qualifying features of the designations. To avoid adding to the existing problem, the Proposed Development has been designed to prevent further pressure on the groundwater abstraction sources as a result of construction and/or operation of the Proposed Development through the implementation of the following measures, which will be secured by Section 106 agreement or similar with the local authority
- Embedded measures during construction which includes best practice methods for protecting the environment especially by minimising water demand during construction;
 - Reduction of water consumption per person during operation to 110l/day; and
 - Implementation of rainwater harvesting systems at the proposed dwelling and the existing stables on the opposite side of West Chiltington Lane owned by the Applicant.
- 4.3. The implementation of these measures during construction and operation of the Proposed Development on its own or cumulatively will result in:
- No reduction of areas of key habitats within Arun Valley SPA, SAC and Ramsar or functionally linked land;
 - No significant disturbance to key species using the habitats within Arun Valley SPA, SAC and Ramsar;
 - No habitat or species fragmentation within Arun Valley;
 - No reduction in species diversity associated with Arun Valley SPA, SAC and Ramsar;

²⁵ Marian Cameron Consultants Ltd (December 2021) Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex (DC/20/2567). Report to Inform the Habitats Regulations Assessment

- No adverse changes in key indicators of conservation value (water quality or levels etc.) within Arun Valley SPA, SAC and Ramsar;
 - No climate change impacts to Arun Valley SPA, SAC and Ramsar; and
 - No changes in water levels within Arun Valley SPA, SAC and Ramsar.
- 4.4. In conclusion, the measures discussed above to reduce and offset water demand and consumption on the Proposed Development will be fully implemented prior to the occupation of dwellings and can remain in place for the lifetime of the Proposed Development. As a result of the Proposed Development and its design measures there will be no additional demand on mains water supply. Therefore, the Proposed Development will be water neutral resulting in no adverse effect on the integrity of Arun Valley SPA, SAC and Ramsar.
- 4.5. There will also be no adverse in-combination effects associated with other developments which would typically have mains water demands within the Sussex North Resource Zone as each of the cumulative developments that could affect Arun Valley SPA, SAC and Ramsar will be water neutral in accordance with the Natural England Advice Note and therefore have no adverse effects on their own due to their locations and the mitigation and/or design measures being provided by each of the cumulative developments.

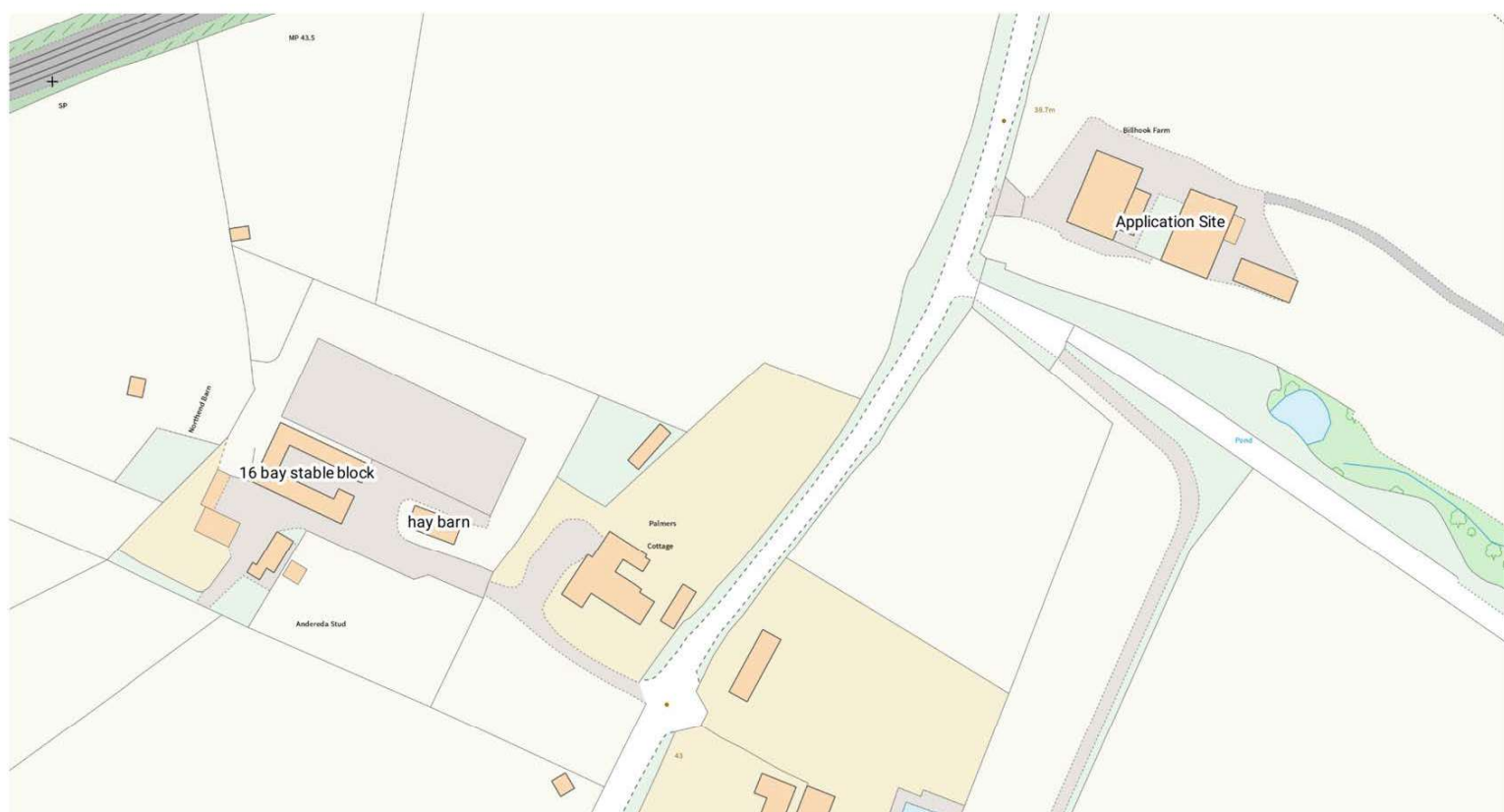
5.0 SUMMARY

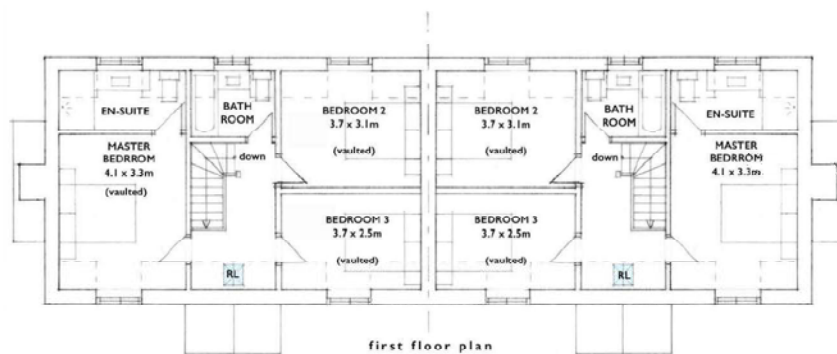
- 5.1. The Proposed Development comprises the replacement of two agricultural buildings into three residential dwellings. This will result in a new population of approximately 6.9 people. The following embedded design measures are associated with the Proposed Development:
- Embedded measures during construction which includes best practice methods for protecting the environment especially by minimising water demand during construction;
 - Reduction of water consumption per person during operation to 110l/day; and
 - Implementation of rainwater harvesting systems at the proposed dwellings and the existing stables and barn on the opposite side of West Chiltington Lane owned by the Applicant.
- 5.2. The above measures have been accounted for in the water neutrality calculations presented in **Appendix 4** which concludes that the Proposed Development will achieve water neutrality and will not cause additional demand on the mains water supply during operation. In addition, the implementation of the embedded measures during construction and the early implementation of the rainwater harvesting systems on the stables will also avoid additional demand on the mains water supply during construction.
- 5.3. The implementation of these measures during construction and operation of the Proposed Development on its own and cumulatively will result in:
- No reduction of areas of key habitats within Arun Valley SPA, SAC and Ramsar or functionally linked land;
 - No significant disturbance to key species using the habitats within Arun Valley SPA, SAC and Ramsar;
 - No habitat or species fragmentation within Arun Valley;
 - No reduction in species diversity associated with Arun Valley SPA, SAC and Ramsar;
 - No adverse changes in key indicators of conservation value (water quality or levels etc.) within Arun Valley SPA, SAC and Ramsar;
 - No climate change impacts to Arun Valley SPA, SAC and Ramsar; and
 - No changes in water levels within Arun Valley SPA, SAC and Ramsar.
- 5.4. In conclusion, the measures discussed above to reduce and offset water demand and consumption on the Proposed Development will be fully implemented prior to the occupation of dwellings and can remain in place for the lifetime of the Proposed Development. As a result of the Proposed Development and its design measures there will be no additional

demand on mains water supply. Therefore, the Proposed Development will be water neutral resulting in no adverse effect on the integrity of Arun Valley SPA, SAC and Ramsar.

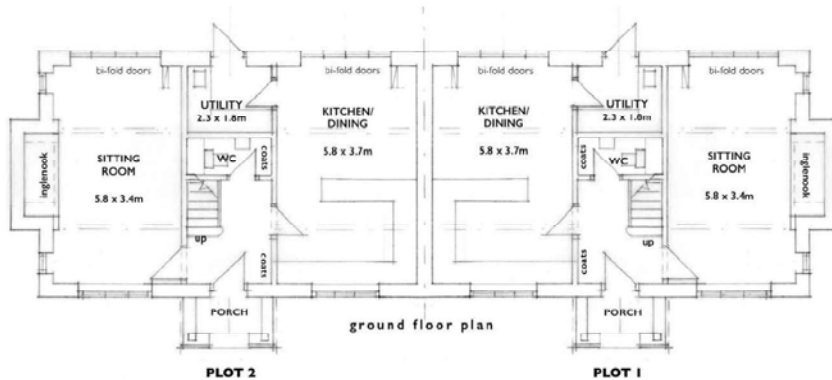
- 5.5. There will also be no adverse in-combination effects associated with other developments which would typically have mains water demands within the Sussex North Resource Zone as each of the cumulative developments that could affect Arun Valley SPA, SAC and Ramsar will be water neutral in accordance with the Natural England Advice Note and therefore have no adverse effects on their own due to their locations and the mitigation and/or design measures being provided by each of the cumulative developments.

APPENDIX 1: DRAWINGS





GROSS EXTERNAL FLOOR AREAS:	
PLOTS 1 & 2 @ 137m ² each (inc porch)	
= 274m ² total	
PLOT 3 @ 364m ²	
TOTAL GEFA: 638m²	



client:		date:	15/12/20
site address:	Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_03
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOTS 1&2 PROPOSED PLANS



north elevation



west elevation

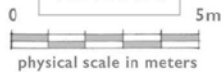


south facing elevation



east elevation

COTTAGES
PLOTS 1 & 2



physical scale in meters

rev B:
x2 carports removed
ridge heights Plot 3 lowered



This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.

client:	[REDACTED]	date:	29/01/2021
site address:	Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_04 revB
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOTS 1&2 PROPOSED ELEVATIONS

pauline
SUTTON
design

0771 8898186

pauline
sutton
design

0771 8898186



client:	[REDACTED]	date:	01-02-2021
site address:	Billhook Farm, West Chittington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_05 revB
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOT 3 PROPOSED PLANS

rev B:
x2 carports removed
ridge heights Plot 3 lowered

★ x2 windows adjusted



FIRST FLOOR PLAN



GROSS EXTERNAL FLOOR AREAS:
PLOTS 1 & 2 @ 137m² each (inc porch)
= 274m² total

PLOT 3 @ 364m²

TOTAL GEFA: 638m²

This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.

FARMHOUSE
PLOT 3



GROUND FLOOR PLAN



FARMHOUSE
PLOT 3

0 5m
physical scale in meters

rev B:
x2 carports removed
ridge heights Plot 3 lowered
* x2 windows adjusted

This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.

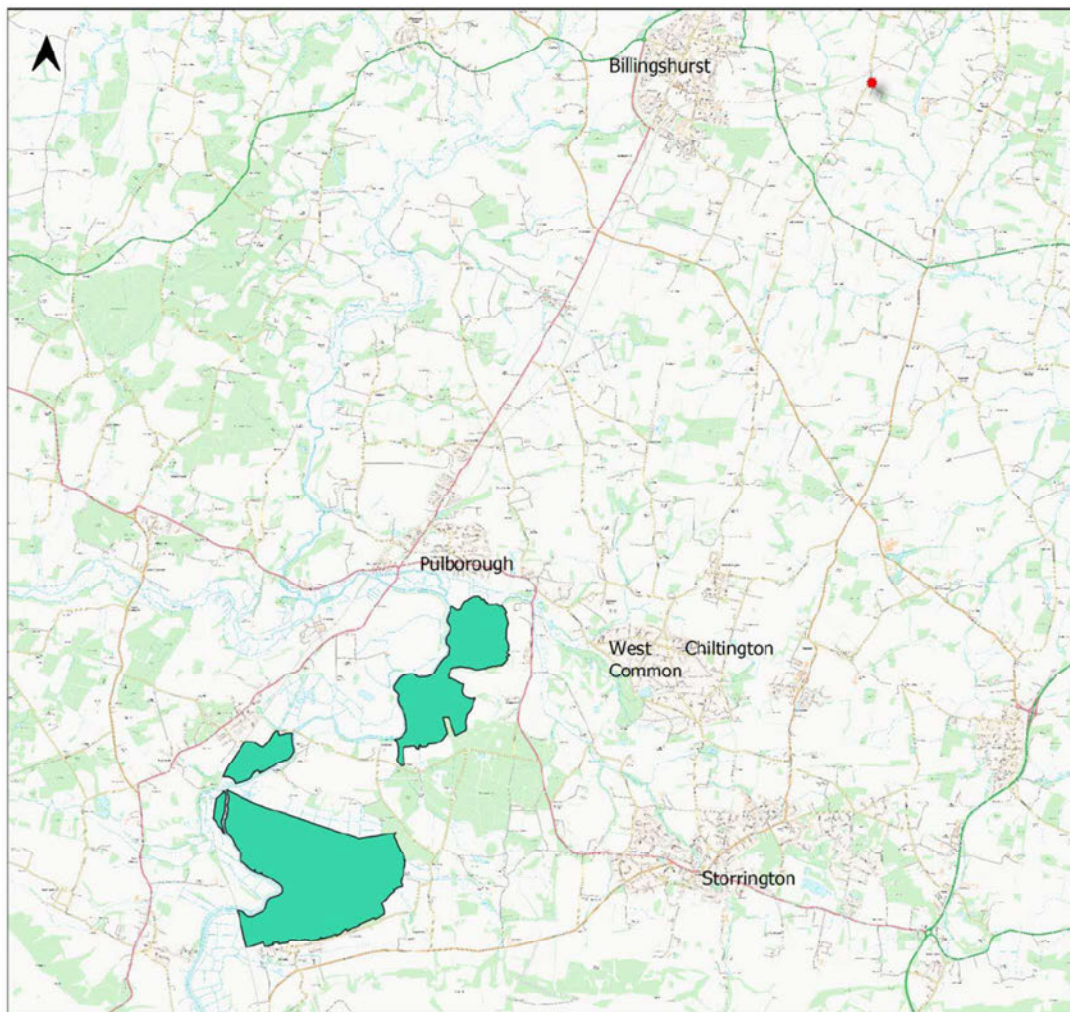


copyright

pauline
SUTTON
design

0771 8898186

client:		date:	01-02-2021
site address:	Billhook Farm, West Chilmington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_06 revB
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOT 3 PROPOSED ELEVATIONS



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Legend

• Billhook Farm

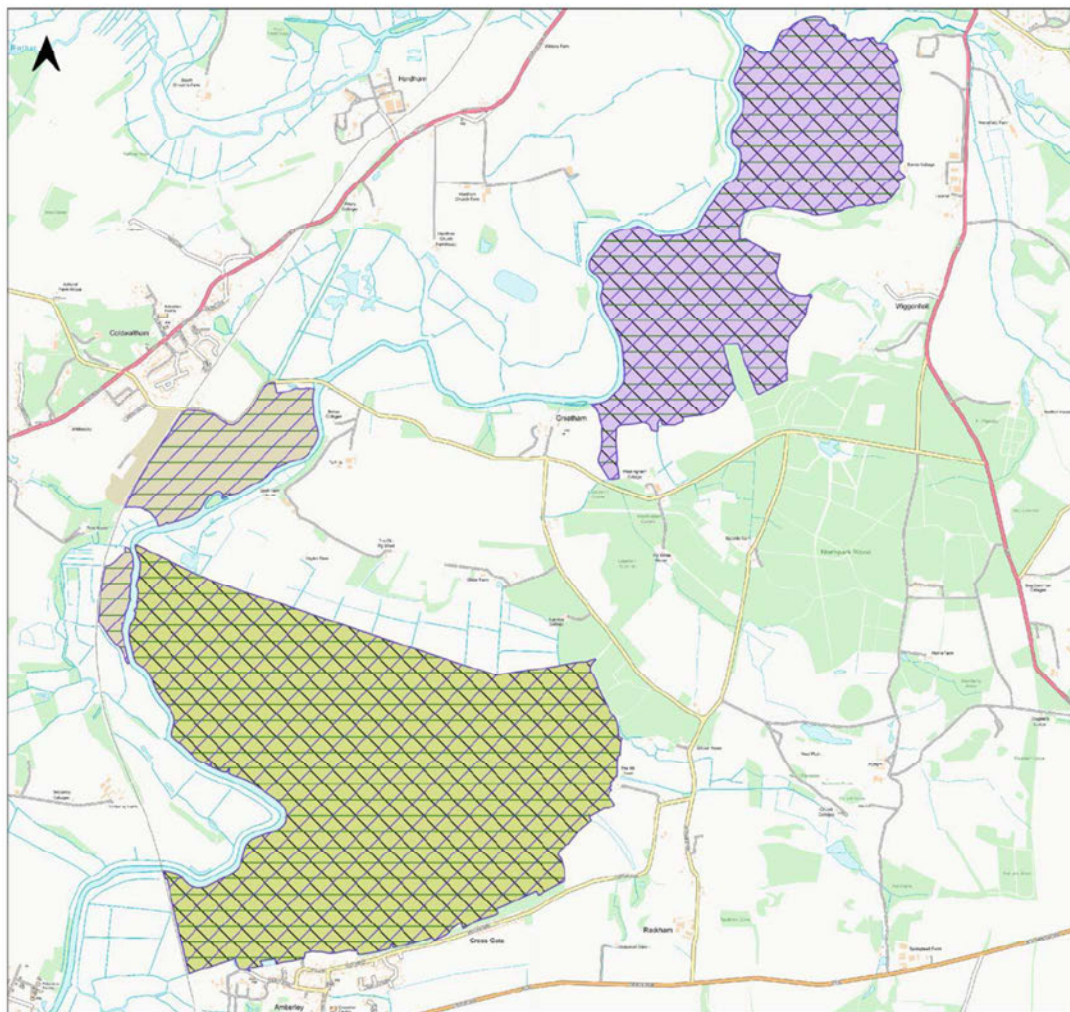
Internationally Designated Sites

■ Arun Valley Special Protection Area,
Special Area of Conservation and
Ramsar Site

0 1 2 km

**Billhook Farm, Coneyhurst and
Arun Valley**

APPENDIX 2: ARUN VALLEY DESIGNATIONS

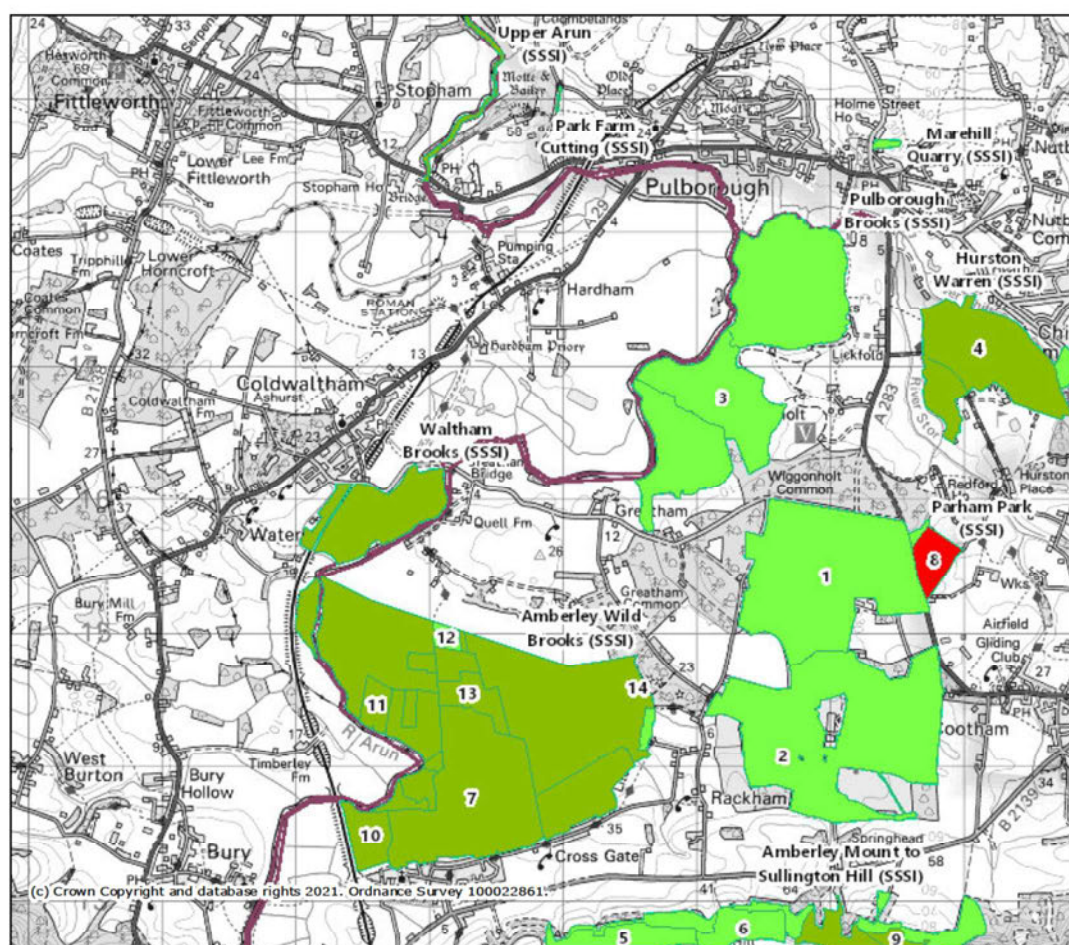


Legend

- Ramsar Site
 - Arun Valley
- Special Protection Areas (SPA)
 - Arun Valley
- Special Area of Conservation (SAC)
 - Arun Valley
- Sites of Special Scientific Interest (SSSI)
 - Amberley Wild Brooks
 - Pulborough Brooks
 - Waltham Brooks

0 1 km

Arun Valley Designations



Legend

Sites of Special Scientific Interest Units (England)

- Favourable Condition
- Unfavourable Recovering
- Unfavourable no change
- Unfavourable Declining
- Part Destroyed
- Destroyed
- Not Assessed
- Sites of Special Scientific Interest (England)

Projection = OSGB36

xmin = 496200

ymin = 112100

xmax = 511500

ymax = 120100

Map produced by MAGiC on 4 November, 2021.

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APPENDIX 3: GOOGLE EARTH IMAGES OF THE SITE BETWEEN 2012 and 2021

BILLHOOK FARM, CONEYHURST

Google earth images of the Site between 2009 and 2021

Image taken 31/08/01/2012

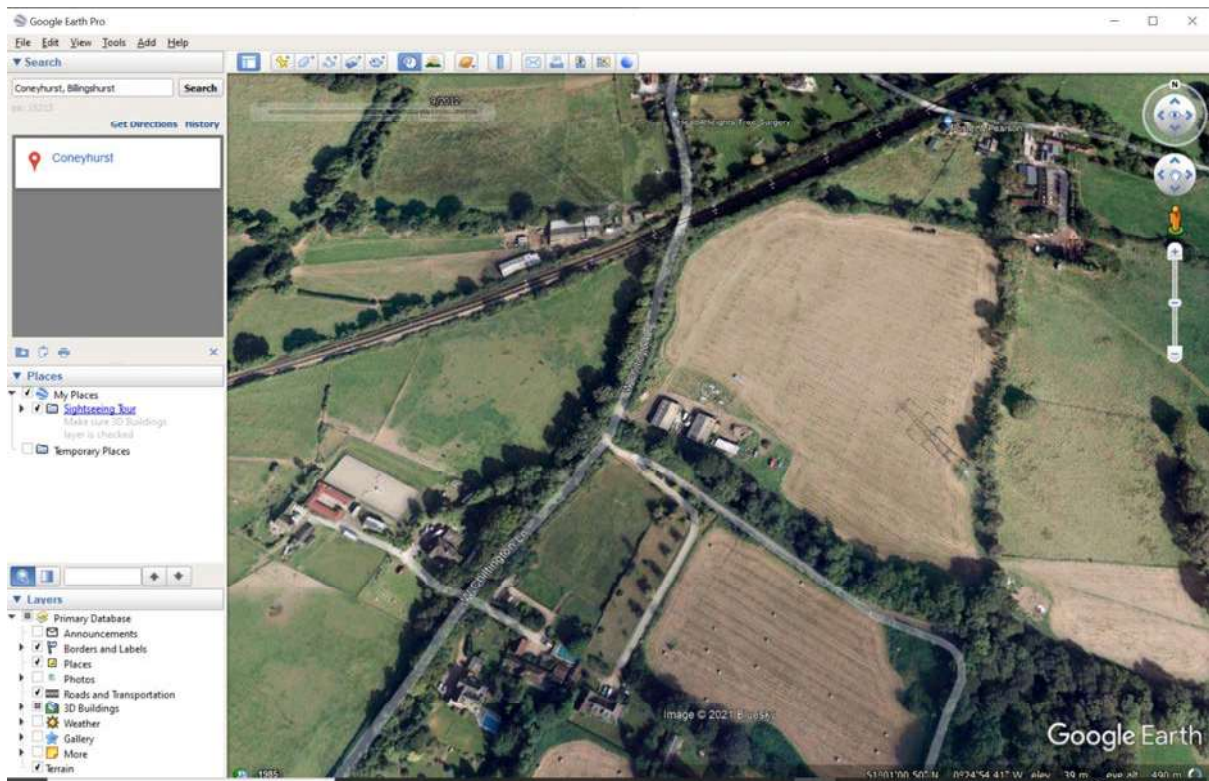


Image taken 22/04/2015

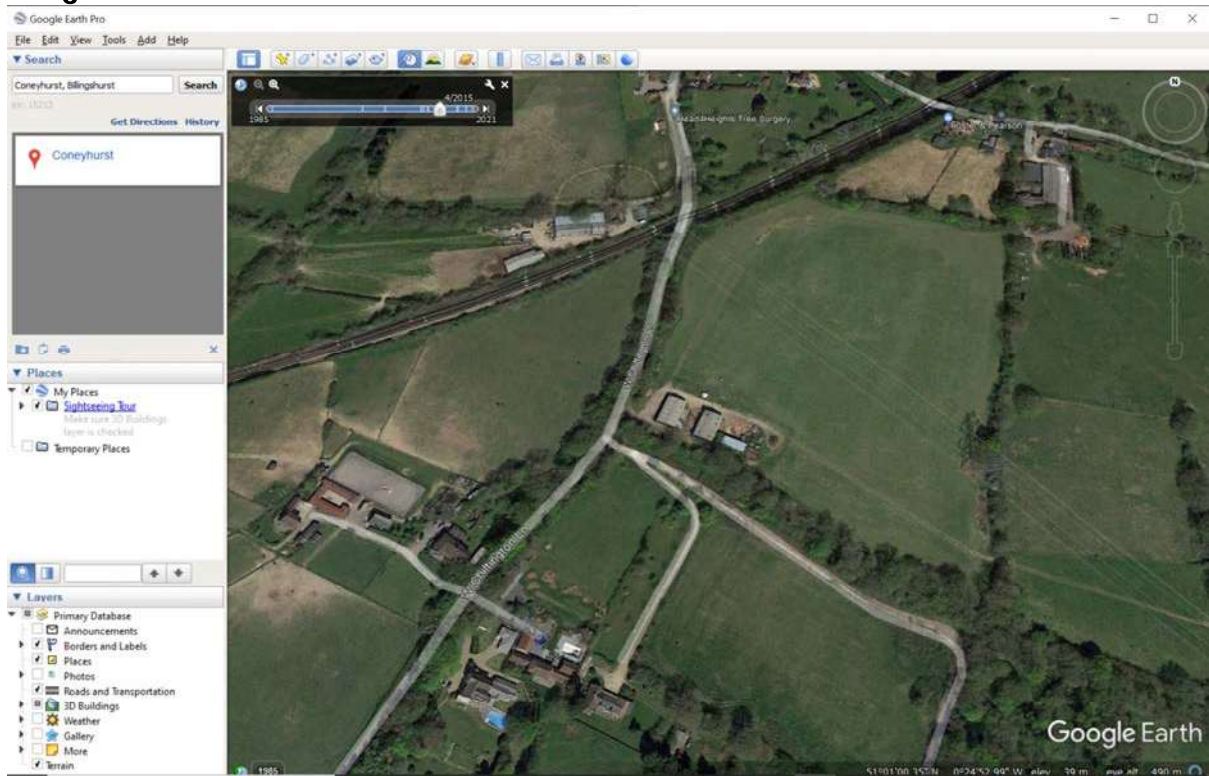


Image taken 06/08/2018

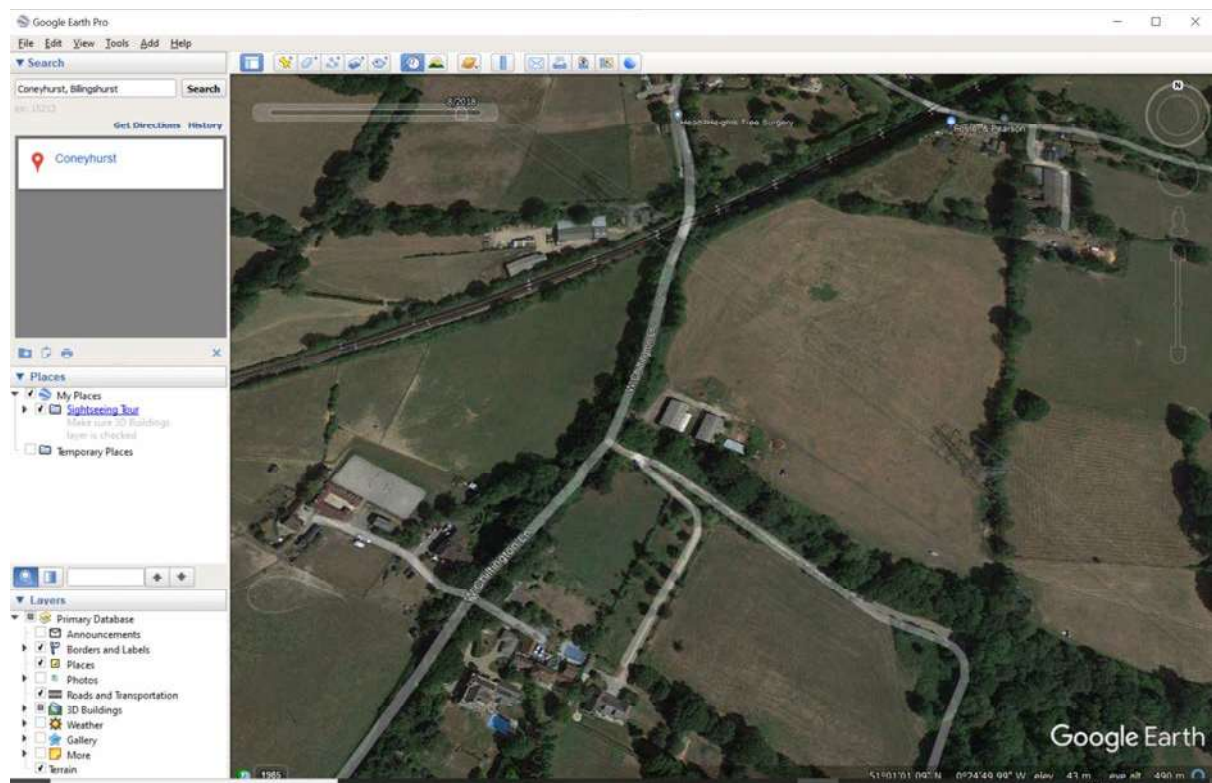
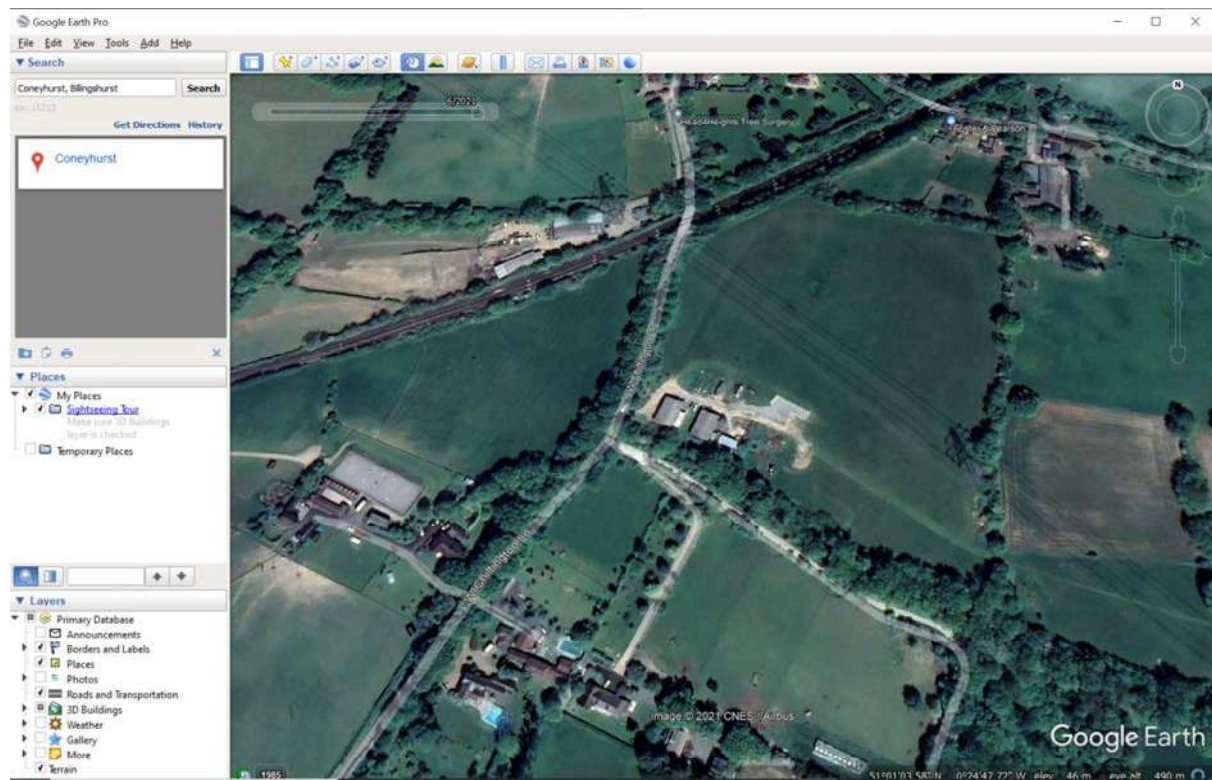


Image taken 30/05/2021



APPENDIX 4: WATER BUDGET CALCULATIONS FOR THE PROPOSED DEVELOPMENT

TITLE	Billhook Farm, Coneyhurst - Water Neutrality Calculation			
Stage 1	Existing Mains Water Demand (on-site)			
	Existing Development	0.00	litres/year	Land used for agriculture and no mains water demand
Stage 2	Proposed Mains Water Demand (on-site embedded design measures only)			
	Development Proposal (residential)	6.90	No.	Site specific no. of occupants for 3 dwellings (assuming average occupancy is 2.3)
	Water consumption/person	110.00	l/d	Building Regs average use
	Total mains water consumption	759.00	l/d	Calculated (328l/d is non-potable water demand)
Stage 3	On-site Reduction of Proposed Mains Water Demand (on-site additional measures)			
	Water provided by rainwater harvesting	750.00	l/d	Rainwater will be harvested from 432 sqm of roofs split between the three dwellings
	Residual mains water demand on-site	9.00	l/d	Calculated
Stage 4	Off-setting of Proposed Residual Mains Water Demand (off-site additional measures)			
	Existing off-site demand (stables owned by Applicant)	640.00	l/d	Drinking water for up to 16 horses and cleaning of stables (40 l/d per horse)
	Water provided by rainwater harvesting	618.76	l/d	Rainwater collected from 356 sqm of stable and hay barn roofs owned by Applicant.
	Residual mains water demand	21.24	l/d	Calculated
Stage 5	Net Total Change in Mains Water Demand			
	Total proposed mains water demand	759.00	l/d	Calculated
	Residual mains water demand achieved through on-site measures	9.00	l/d	Calculated
	Total reduction achieved through off-site measures	618.76	l/d	Calculated
	Residual mains water demand	0.00	l/d	Calculated

APPENDIX 5: RAINWATER HARVESTING SYSTEMS FOR THE DWELLINGS AND STABLES

PE rainwater storage tank

Aqua terne 122

Equipment:



+



+



+



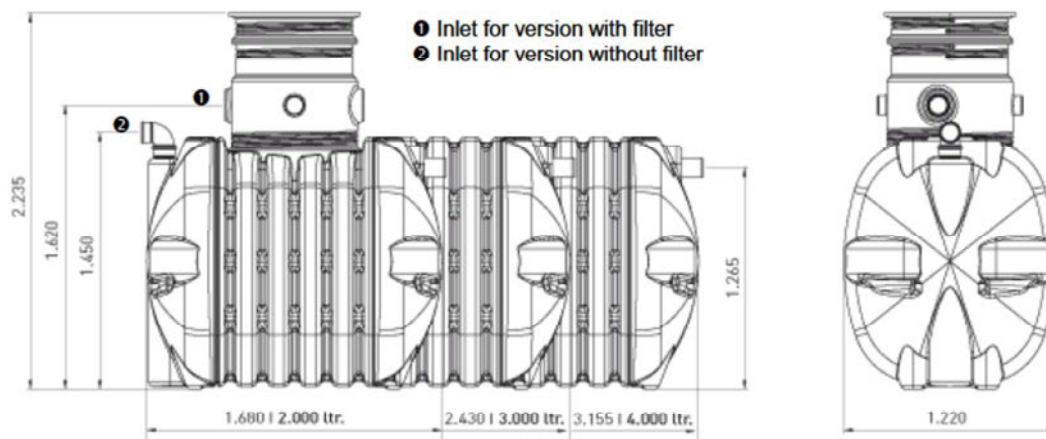
+



- With or without integrated filter (for roof areas up to 150m²)
- Turret, lid, overflow and calmed inlet included

Operation:

The tank is especially designed for storing rainwater and is equipped with everything that is necessary to achieve an excellent water quality and keep maintenance to a minimum. It is available in different sizes: 2 000l, 3 000l and 4 000l. Due to its small weight it is easy to install.



Item No	Volume [l]	Total height [mm]	Height of tank [mm]	Total length [mm]	Total width [mm]	Weight [kg]
G 12012	2,000	2235	1450	1680	1220	95
G 12013	3,000	2235	1450	2430	1220	135
G 12014	4,000	2235	1450	3155	1220	169

Tab: available tank sizes with integrated filter; all sizes also available without filter (different item No).

The rainwater storage tank has an integrated 4 step filtration system. That way you get an excellent water quality and the tank may have to be cleaned once every 10 – 15 years.

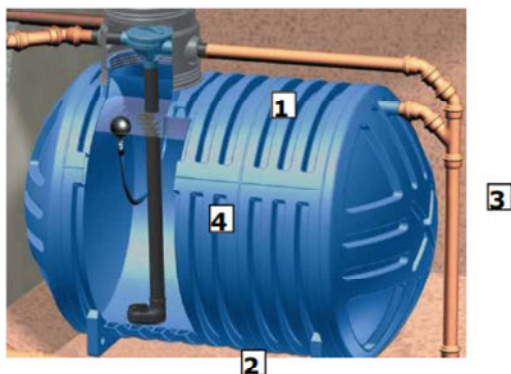


The **fine filter (accessory)** avoids dirt-particles from entering the tank. The filter is self-cleaning and can be easily taken out for maintenance. (1)



Calmed inlet

Very fine dust-particles are sinking down to the bottom of the tank. The design of the inlet avoids swirling up particles. (2)



Overflow siphon



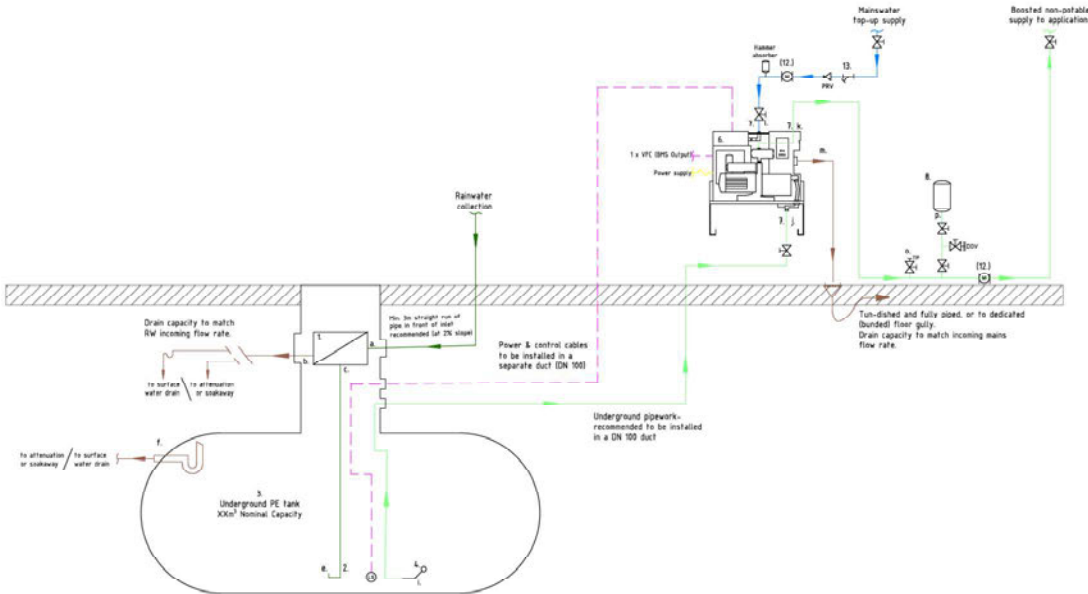
Very light fine particles build a swimming layer. This layer is automatically taken away each time the tank overflows. In case of a connection to a combined sewer the siphon avoids the entering of rodents and odour. (3)



Floating extraction (accessory)

The floating extraction allows the pump to suck the water just under the water surface where it is cleanest. An additional fine filter will protect the suction pump. (4)

Key	Components	Connections	Rainwater Harvesting System
Pipes Mains Potable Water	1 Rainwater Filter	a DN100 Rainwater Filter Inlet	Type: Rainwater harvesting system with Aqua-Control unit and accessories.
Pipes Rainwater	2 Calmed Inlet	b DN100 Rainwater Filter Overflow	Rainwater storage volume: XXm ³ Nominal
Pipes Raw Greywater	3 Underground PE Tank	c DN100 Rainwater Filter Outlet	Mesh size of filter grid: 0.7mm
Pipes Drainage	4 Floating Extraction	d - -	Programmable and fully-automatic filter cleaning for rainwater coarse filter, stagnation prevention for mains water pipework and non-potable water storage tank, basement safety valve.
Pipes Reclaimed Water	5 -	e DN100 Calmed Inlet	Electrical Supply Requirements:
Pipes Tank Interconnection	6 AC 100/300 Unit	f - -	- Aqua-Control XXXX Booster Pump Set + Controls: TBC
Pipes Backflow	7 Pipe Connection Set (Suction, Pressure, mains)	g - -	BMS Outputs:
Pipes Ventilation	8 Pressure Vessel	h - -	- 1 x General Fault - VFC - ACXXXX (includes tank levels)
Pipes Flex Tubes	9 -	i 1 1/2" Floating Extraction	- 2 x Meter Consumption (Reclaimed & MW) - Pulsed Input
Cables Control	10 -	j 1" Aqua Control Suction	Dimension of largest tank: XX (l) x XX (w) x XX (h) mm
Cables Mains Power	11 -	k 1" Aqua Control Discharge	Empty weight total plant: TBA
	12 Water Meter (Optional)	l 3/4" Aqua Control Mains Water	Empty weight basement component: TBA
	13 Y type Strainer	m DN70 Aqua Control Overflow	Standard cable length from control panel to tank: 10m
	14 -	n - -	Air ventilation of relevant non-potable water storage tanks must be provided via ventilation pipes. Frost protection and air ventilation of the plant location must be guaranteed. Rainwater collection pipes, drainage pipes for overflows from tanks and filters, non-potable water distribution pipe work, mains water pipes, cables for power supplies, BMS or other interfaces outside or below slab of the plant room of the water reclamation system and drainage facilities for Aqua-Control and sludge removal (where required with back flow prevention or sump pump) are not included in the scope of supply of AQUALITY TRADING & CONSULTING LTD. These are to be provided by others.
	15 -	o 1" Test Point	All Rainwater inlets or overflows to downstream drainage are recommended to be fully piped to prevent potential water damage or aesthetic discomfort. All emergency overflows should be visible via fun-dish or bunded floor drain point to indicate a potential malfunction.
	16 -	p 1" Pressure Vessel Connection	No liability for printing errors. We reserve the right to make technical changes. All transactions are subject to our general terms and conditions. Please contact our office for further information.



Additional Information:

- Underground PE Tanks available in a comprehensive range of sizes.
- Specification sheets for all equipment available on request.
- Typical values provided for connections. These are subject to change based upon equipment selection.
- UV Disinfection, Dye Dosing & Carbon Filtration can be added.

Project:	
Title:	Schematic
System:	Rainwater Harvesting 3rd Gen Underground PE Tank Aqua Control Unit
Project-No:	XXXX-XX
Drawing-No:	XXXX-01
Project state:	Date:
Design	XX-XX-2021
Scale:	Revision:
NTS @A3	0
Drawn by:	Checked by:
AR	CF



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Aqua-Control 100

Produce Code: GN13101



Equipment

- Multiple staged self-priming pump
- Air gap according to BS 8515 type AB
- For installation on the wall or on the floor
- Flow control with run dry protection and flow rate dependent pump stop
- Break tank for demand oriented and house internal mains back-up
- Electronic controls
- Vibration stops for platform and pump
- Motorized ball valve 1"
- Float switch with 20m cable and weight
- Emergency overflow 75 mm OD
- Cover (not shown)

Operation

The Aqua-Control can be used in domestic and commercial rainwater harvesting systems as well as in combination with greywater recycling systems.

The control unit can be fixed to the wall or installed on the floor. Mains water will be used in case of lacking rainwater. The mains water back-up works demand orientated and house internal. The unit switches over to mains water automatically using a motorized ball valve when receiving a signal from the float switch in the storage tank. The mains water is fed into the break tank via AB-type air gap according to BS 8515 via a proportional float valve. The unit has a stagnation protection which means that if no mains water has been used in the last 30 days, the water in the break tank will automatically be exchanged. The mode of operation can also be set manually.

The booster pump is operated using a flow switch which starts the pumps depending on pressure and stops the pump depending on flow rate. All connections have easy screw fittings. The break tank and the pump are fitted with vibration stop elements for silent running operation.

In case of bad suction conditions, a supply pump (accessory) can be connected to the control unit Aqua-Control. Moreover, a potential free contact (accessory) can be fitted as an alarm. On demand, the unit can also be delivered with a water level indicator for the rainwater storage.

Technical data

Maximum flow.	4.8 m ³ /h
Maximum pressure.	4 bar
Installation pressure	up to 8 bar
Electrical Requirements	230 V CA / 50 Hz
Nominal power consumption	Max. 0.5kW
Protective class	IP 42
Potable Water Connection	3/4"
Suction pipe Connection	1"
Pressure pipe Connection	1"
Emergency Overflow	DN 70
Long. contact float cable	20m

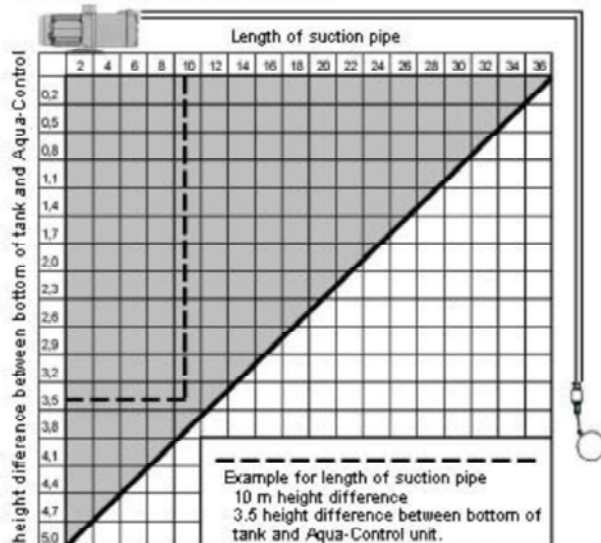
Dimensions

Height	550 mm
Width	550 mm
Depth	320 mm
Weight	30kg

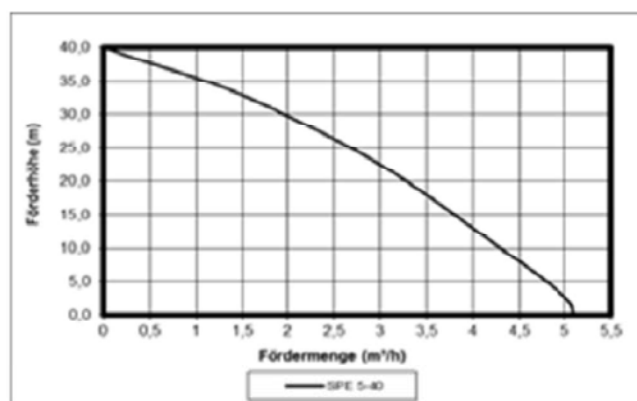
Materials

Cover	PS
Back-up Tank	PE
Frame	Galvanised Steel
Housing	PP

Length of suction pipe



Pump curve



NOTE: The table gives the ratio between the length of the suction pipe and the height difference of the bottom of the tank to the connection of the suction pipe on the AQUA-Control unit. When installing the suction pipe keep the height-difference and length of the pipe as low as possible. Min. 1" PE-suction pipe (inner diameter!) for a peak flow rate of 3 m³/h required by the applications. Operation beyond the grey area may damage the pump in the unit and will lead to malfunction.



Marian Cameron Consultants Ltd
Environmental Consultancy

**Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex
(DC/20/2567)**

Report to Inform the Habitats Regulations Assessment

For: 

Date: December 2021

Document Status

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Appendices

Appendix 1: Drawings

Appendix 2: Water Budget Calculations for the Proposed Development

1.0 EXECUTIVE SUMMARY

- 1.1. Marian Cameron Consultants Ltd has been commissioned by the Applicant, [REDACTED], to produce a report to inform a Habitats Regulations Assessment to accompany the application for the proposed demolition of two agricultural buildings, erection of three residential dwellings and creation of a new access at Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex (the 'Proposed Development') in Horsham District.
- 1.2. The purpose of this report is to inform a Habitats Regulation Assessment (HRA) for the Proposed Development, in compliance with Regulation 63 (1) of The Conservation of Habitats and Species Regulations 2017 (as amended)¹ to identify whether the Proposed Development on its own or cumulatively with other developments will have any adverse effects on the integrity of the following internationally designated sites within 10km of the Site:
- Arun Valley Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar Site (approximately 9km to the south-west); and
 - The Mens SAC (approximately 7.3 km to the west).
- 1.3. The effect on the integrity of a designated site is judged in terms of the implications of the development on a site's 'qualifying features'. The report has been fully informed by the findings of the reports and drawings supporting the planning application and is designed to be read in conjunction with the Water Neutrality Report².
- 1.4. In terms of Arun Valley SPA, SAC and Ramsar, the effects of over abstraction of the Hardham groundwater abstraction point resulting from an increase in population within the Sussex North Water Supply Zone, through development such as the Proposed Development, has the potential to affect water levels within the Arun Valley. The Proposed Development has been designed to be water neutral during construction and operation resulting in no additional demand on mains water supply. It is concluded that there will be no adverse effects from the Proposed Development on its own or in-combination with other developments within the wider Sussex North Water Supply Zone as each of the cumulative developments that could affect Arun Valley SPA, SAC and Ramsar are anticipated to be water neutral in accordance with the Natural England Position Statement³ and therefore have no adverse effects on their own due to their locations and the mitigation and/or design measures being provided by each of the cumulative developments.

¹ Conservation of Habitats and Species Regulations 2017 S.I. 2017/1012 (as amended)

² Marian Cameron Consultants Ltd (December 2021) Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, (DC/20/2567), Water Neutrality Report

³ Natural England (September 2021) Position Statement for Applications within the Sussex North Water Supply Zone – Interim Approach

- 1.5. Effects on The Mens SAC have been screened out of this assessment as there are no impact vectors between the Proposed Development and the designated site and therefore there will be no adverse effects on the integrity of the SAC.
- 1.6. Through effective implementation of appropriate design and management measures incorporated into the Proposed Development on its own or cumulatively, there will also be no adverse effects on the integrity of the Arun Valley SPA, SAC and Ramsar.

2.0 INTRODUCTION

Background

2.1. The Conservation of Habitats and Species Regulations 2017 (as amended), form the UK legislation which aims to protect areas designated under the European Communities Directives 92/43/EEC on the Conservation of natural habitats and of wild fauna and flora (the Habitats Directive)⁴ and Directive 2009/147/EC on the conservation of wild birds (the Birds Directive)⁵ and referred to as 'Internationally Designated Sites'.

2.2. Under Regulation 63(1) of the Conservation of Habitats and Species Regulations 2017 (as amended):

'A competent authority, before deciding to undertake, or give any consent, permission or other authorisation for a plan or project which:

a) is likely to have a significant effect on a European site or a European offshore marine site (either alone or in combination with other plans or projects); and

b) is not directly connected with or necessary to the management of that site,

must make an appropriate assessment of the implications for that site in view of that site's conservation objectives'.

2.3. In accordance with these requirements, the purpose of this report is to inform the competent authority, in this case Horsham District Council of the findings from the HRA process by identifying whether the Proposed Development on its own and/or cumulatively with other developments will have an adverse effect on the integrity of:

- Arun Valley Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar Site; and
- The Mens SAC.

2.4. There are no other SPA, SAC or Ramsar sites within 10km of the Proposed Development

2.5. The report has been fully informed by the findings in the Water Neutrality Report supporting the planning application.

The Site

2.6. The approximately 0.27 ha Site comprises two agricultural buildings (barns) sited to the east of West Chilington Lane in Coneyhurst. The agricultural buildings are sited on an area of hardstanding in the south-western corner of a field. To the south of the Site are residential

⁴Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora

⁵Council Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds (codified version)

dwellings and a farm building associated with Valelands Farm, to the north is a field with the railway line beyond, to the east is farmland and to the west is West Chiltington Lane as shown in **Appendix 1**.

- 2.7. The agricultural buildings are of equal size and measure 18m x 12m (216 sqm) and are 5.5m high (to ridge). The two barns have been used for the storage and compaction of linseed straw grown on the farm within the last 10 years. Within **Appendix 1** there are a series of google earth images proving that there have been no significant changes to the current land use within the Site over the last 10 years.
- 2.8. The Site is located approximately 9km to the north-east of the Arun Valley SPA, SAC and Ramsar as illustrated in **Appendix 1**.

The Proposed Development

- 2.9. A full planning application has been submitted for the demolition of the existing agricultural buildings and erection of three residential dwellings (use class C3) to Horsham District Council (HDC). The dwellings will comprise a 5-bedroom detached property and two 3-bedroom semi-detached cottages. The 5-bedroom detached property will have 364 sqm gross external area (GEA) and a ridge height of 7.2m, while the 3-bedroom semi-detached cottages will have 137 sqm GEA and a ridge height of 7.3m.

Ecologically Designated Sites

Arun Valley SPA, SAC and Ramsar

- 2.10. Arun Valley consists of three component SSSIs: Pulborough Brooks; Amberley Wild Brooks and Waltham Brooks SSSIs which comprise a series of wet meadows dissected by a network of ditches on the River Arun floodplain between Pulborough and Amberley. The neutral wet grassland which is subject to winter and occasional summer flooding is dissected by a network of ditches, several of which support rich aquatic flora and invertebrate fauna. The area is of outstanding ornithological importance notably for wintering wildfowl and breeding waders. Arun Valley is designated for the following:
- SPA - the site qualifies under article 4.1 of the Birds Directive (79/409/EEC) as it is used regularly by 1% or more of the Great Britain population of the Annex I species Bewick's Swan *Cygnus columbianus bewickii* (non breeding) in any season. In addition, the site during the non-breeding season supports nationally important populations of wigeon *Anas Penelope*, teal *Anas crecca*, pintail *Anas acuta*, shoveler *Anas clypeata* and ruff *Philomachus pugnax* (Annex I species). Golden plover *Pluvialis apricaria* and kingfisher *Alcedo atthis*, both Annex I species, also occur on Arun Valley SPA⁶;

⁶ Natural England (March 2019) European Site Conservation Objectives: Supplementary advice on conserving and restoring site features. Arun Valley Special Protection Area (SPA). Site Code: UK9020281

- SAC - the presence of the Annex II species little whirlpool ram's horn snail *Anisus vorticulus*⁷. The SAC only encompasses Pulborough Brooks and Amberley Wild Brooks SSSIs; and
 - Ramsar – the site holds seven wetland invertebrate species listed in the British Red Data Book as threatened. One of these, *Pseudamnicola confusa*, is considered to be endangered. The site also supports four nationally rare and four nationally scarce plant species. The ditches intersecting the site have a particularly diverse and rich flora. All five British duckweed *Lemna* species, all five water-cress *Rorippa* species and all three British water milfoils *Myriophyllum* species, all but one of the seven British water dropworts *Oenanthe* species and two-thirds of the British pondweeds *Potamogeton* species can be found on site. Furthermore, there are waterbird assemblages of international importance especially the northern pintail *Anas acuta*⁸;
- 2.11. The key issues for maintaining the SPA, SAC and Ramsar site relate to:
- Inappropriate water levels;
 - Water pollution; and
 - Inappropriate ditch management⁹.
- 2.12. Due to the intervening distance as well as settlements and topography between the Site and Arun Valley SPA, SAC and Ramsar there are no impact vectors which would lead to loss of functionally linked land/supporting habitat especially for Bewick swans, water pollution or inappropriate ditch management that could affect the designated sites or any functionally linked land.
- 2.13. This report instead addresses potential effects from the Proposed Development on its own and cumulatively with other developments within the Sussex North Water Supply Zone that may be causing an impact on the water levels at Arun Valley SPA, SAC and Ramsar.
- 2.14. The background to the problem is that while Southern Water developed their Water Resources Management Plan in 2019 (WRMP19) a risk emerged regarding the delivery of a scheme to optimise the operation of Southern Water's existing groundwater abstraction at Hardham. Whilst Southern Water assumed within WRM19 that the scheme would be delivered, Southern Water also recognised there was uncertainty in how much additional supply the scheme would deliver given concerns raised about the environmental impact of Southern Water's groundwater abstraction by Natural England and Environment Agency. The concerns related

⁷ Secretary of State for Environment, Food and Rural Affairs (February 2016) Register of European sites. Register entry UK0030366 under Regulation 13 of the Conservation of Habitats and Species Regulations 2010

⁸ Joint Nature Conservation Committee (December 1999) Information Sheet on Ramsar Wetlands (RIS) for Arun Valley

⁹ Natural England (October 2014) Improvement Programme for England's Natura 2000 Sites Planning for the Future. Site Improvement Plan. Arun Valley

specifically to environmentally designated sites in the Arun Valley¹⁰ and are currently being investigated.

- 2.15. The Hardham groundwater abstraction supplies water to the Sussex North Water Resource Zone (WRZ). This zone covers the majority of Crawley (excluding Gatwick Airport and Maidenbower), Horsham, part of Chichester local authority area and part of the South Downs National Park¹¹.
- 2.16. Natural England advised that it currently cannot conclude with certainty that Hardham groundwater abstraction is not having an adverse impact on site integrity through a reduction in water levels and associated potential water quality impacts that are leading to deterioration of habitats at designations including Amberley Wild Brooks SSSI, Pulborough Brooks SSSI and Waltham Brooks SSSI that form Arun Valley SPA, Arun Valley SAC and Arun Valley Ramsar Site. Natural England has therefore advised Crawley Borough, Chichester District and Horsham District Councils that development in the Sussex North part of the Gatwick sub-region must not add to this adverse effect.
- 2.17. The Site is located within the Sussex North Water Resource Zone. Therefore, this report provides evidence to show that the Proposed Development will be water neutral (it will not increase demand on mains water supply) as required by Natural England.

The Mens SAC

- 2.18. The Mens SAC is approximately 7.3km to the west of the Site at its nearest location. It is designated for the Annex 1 Atlantic acidophilous beech forests with *Ilex* and sometimes also *Taxus* in the shrublayer (*Qercion robori-petraeae* or *Illici-Fagenion*)¹².
- 2.19. The key priorities and issues for maintaining the SAC site relate to forestry and woodland management, habitat connectivity, invasive species, change in land management, air pollution and public access/disturbance.
- 2.20. The habitat cited as part of The Mens SAC is not present within the Site. In addition, there are no impact vectors between the Proposed Development and The Mens SAC due to intervening topography, distance and no hydrological links and therefore there will not be adverse effects on the integrity of the designated site as a result of the Proposed Development on its own or cumulatively with other developments. The Site is also not within functionally linked land for the SAC. Therefore, effects on The Mens SAC have been screened out of further consideration or assessment within this report¹³.

¹⁰ Southern Water (undated) Position Statement Sussex North WRZ, Supply and Demand in the Sussex North Water Resource Zone (WRZ)

¹¹ JBA Consulting (July 2021) Water Neutrality Study: Part A – Individual Local Authority Areas, Crawley Borough Council and Chichester District Council

¹² <https://sac.jncc.gov.uk/site/UK0012716>

¹³ <http://publications.naturalengland.org.uk/publication/5548316158853120>

3.0 BACKGROUND TO HABITATS REGULATIONS AND LOCAL PLANNING CONTEXT

Habitats Regulations

- 3.1. The requirements of the Council Directive on the conservation of natural habitats and of wild fauna and flora (92/43/EEC) (Habitats Directive) and the Council Directive 2009/147/EEC on the conservation of wild birds (Wild Birds Directive) have been transposed into UK law through the Conservation of Habitats and Species Regulations 2017 (as amended).
- 3.2. The Conservation of Habitats and Species Regulations 2017, being '*European Union derived domestic legislation*' (i.e. originally made under section 2(2) European Communities Act 1972 ('ECA')), continue in force notwithstanding the repeal of ECA 1972 by virtue of section 2 of the European Union (Withdrawal) Act 2018 ('EUWA 2018'). In terms of the Directive, section 3 of the EUWA 2018 only incorporates '*direct EU legislation*' into UK law as '*retained EU law*', which excludes any directive (section 3(2) EUWA 2018). However, the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019/579, by inserting regulation 3A into the Conservation of Habitats and Species Regulations 2017 (as amended), preserves the provisions of the Directive with some amendments to enable it to continue to have effect as it stood on 31st December 2020.
- 3.3. The Conservation of Habitats and Species Regulations 2017 (as amended) afford a high level of protection to sites classified as Special Protection Areas (SPAs) or Special Areas of Conservation (SACs). These are areas that hold significant populations of certain bird species (SPAs), or areas that support habitats or rare species (other than birds) considered to be scarce or vulnerable at a community level (SACs). The Regulations also afford the same high level of protection to potential SPAs or candidate SACs (pSPA or cSAC) which are sites that have been submitted to the European Commission, but not yet formally adopted. The UK is also a signatory of the Ramsar Convention, which aims to protect wetlands of international importance. It is current Government policy that all listed Ramsar sites are treated in the same way as designated SPAs and SACs, which were formally referred to as European Sites and post-Brexit are now referred to as 'Internationally Designated Sites'.
- 3.4. The existing extensive body of case law, both from the European Courts of Justice and the English courts in respect of The Conservation of Habitats and Species Regulations 2017 (as amended) and the Habitats Directive, continues to bind the courts in much the same way as before. Section 6 of EUWA 2018 has the effect that UK civil courts (except the Supreme Court) remain bound by CJEU case law and derivative English and Welsh case law which precedes 31st December 2020.

- 3.5. Articles 6(3) and 6(4) of the Habitats Directive impose duties on public bodies (competent authorities) to follow a strictly defined procedure to ensure a plan or project will not adversely affect the integrity of the site concerned. Plans or projects which are not directly connected with the management of the site and that are likely to have a significant effect on the site require an appropriate assessment of the implications for the site in view of that site's conservation objectives. The plan or project can only be given consent if it will not adversely affect the integrity of the site, or if there are no alternatives and it must be undertaken for imperative reasons of overriding public interest.
- 3.6. The formal assessment of the implications of any new plans or projects that may be capable of affecting the designated interest features of an Internationally Designated Site comprises several distinct stages which are collectively described as a Habitats Regulations Assessment (HRA). The first stage of the HRA process is to screen the plan or project to examine the likely effects upon Internationally Designated Sites, either alone or in combination with other plans and projects, and consider whether any likely significant effects can be definitively ruled out and therefore it can be concluded that an Appropriate Assessment is not required. Where these effects cannot be excluded, assessing them in more detail through an appropriate assessment is required to ascertain that an adverse effect on the integrity of the site can be ruled out. Where such an adverse effect on the site cannot be ruled out, and no alternative solutions can be identified, then the project can only proceed if there are imperative reasons of over-riding public interest and if the necessary compensatory measures can be secured.
- 3.7. Following recent case law (People over Wind, Case C323/17) this report excludes mitigation detail from the initial screening assessment that is not integral to or embedded in the Proposed Development as discussed in Chapter 2. For the purposes of the assessment, integral and embedded measures are those secured by national or local policy and standard construction/design measures that would be in place regardless of the presence of Internationally Designated Sites while additional measures are measures specifically applied to a project to mitigate for effects on the Internationally Designated Sites. Both embedded and additional measures are identified and described in Chapter 4.

Planning Context

National Planning Policy

The National Planning Policy Framework (NPPF)¹⁴

- 3.8. The Government published the NPPF in July 2021 which provides guidance to Local Planning Authorities when developing planning policies and when considering planning applications affecting protected habitats, sites and species.

¹⁴ Ministry of Housing, Communities and Local Government (July 2021) National Planning Policy Framework

3.9. In respect of the natural environment, Section 15, Paragraph 174 of the NPPF states that:

'Planning policies and decisions should contribute to and enhance the natural and local environment by:

- a) Protecting and enhancing valued landscapes, sites of biodiversity or geological value and soils (in a manner commensurate with their statutory status or identified quality in the development plan);*
- b) Recognising the intrinsic character and beauty of the countryside, and the wider benefits from natural capital and ecosystem services – including the economic and other benefits of the best and most versatile agricultural land, and of trees and woodland;*
- d) Minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures; ...'*

3.10. This is followed up in Paragraphs 179 and 180 which state that:

'To protect and enhance biodiversity and geodiversity, plans should:

- a) Identify, map and safeguard components of local wildlife-rich habitats and wider ecological networks, including the hierarchy of international, national and locally designated sites of importance for biodiversity; wildlife corridors and stepping stones that connect them; and areas identified by national and local partnerships for habitat management, enhancement, restoration or creation; and*
- b) Promote the conservation, restoration and enhancement of priority habitats, ecological networks and the protection and recovery of priority species populations, and identify and pursue opportunities for securing measurable net gains for biodiversity.'*

'When determining planning applications, local planning authorities should apply the following principles: ...

- a) If significant harm to biodiversity resulting from a development cannot be avoided (through locating on an alternative site with less harmful impacts), adequately mitigated, or, as a last resort, compensated for, then planning permission should be refused;*
- b) Development on land within or outside a Site of Special Scientific Interest, and which is likely to have an adverse effect on it (either individually or in combination with other developments), should not normally be permitted. The only exception is where the benefits of the development in the location proposed clearly outweigh both its likely impact on the features of the site that make it of special scientific interest, and any broader impacts on the national network of Sites of Special Scientific Interest; ...*

...d) Development proposals whose primary objective is to conserve or enhance biodiversity should be supported; while opportunities to improve biodiversity in and around developments

should be integrated as part of their design, especially where this can secure measurable net gains for biodiversity or enhance public access to nature where this is appropriate.'

*Planning Practice Guidance: Natural Environment*¹⁵

- 3.11. The Planning Practice Guidance on the Natural Environment is divided into four parts: agricultural land, soil and brownfield land of environmental value; green infrastructure; biodiversity, geodiversity and ecosystems; and landscape. The sections of biodiversity, geodiversity and ecosystems and green infrastructure acknowledge that Section 40 of the NERC Act places a duty on all public authorities in England and Wales to have regard, in the exercise of their functions, to the purpose of conserving biodiversity. It also notes that the NPPF is clear that pursuing sustainable development includes moving from a net loss of biodiversity to achieving net gains for nature, and that a core principle for planning is that it should contribute to conserving and enhancing the natural environment and reducing pollution.

Local Planning Policy

*Horsham District Planning Framework (excluding South Downs National Park)*¹⁶

- 3.12. The Horsham District Planning Framework is the overarching planning document for Horsham District outside the South Downs National Park. The document sets out the planning strategy for the years up to 2031 to deliver the social, economic and environmental needs of the plan area, as well as looking beyond the boundaries. The following policy is of relevance to this assessment:

'Policy 31 Green Infrastructure and Biodiversity

- 1. Development will be supported where it can demonstrate that it maintains or enhances the existing network of green infrastructure. Proposals that would result in the loss of existing green infrastructure will be resisted unless it can be demonstrated that new opportunities will be provided that mitigates or compensates for this loss, and ensures that the ecosystem services of the area are retained.*
- 2. Development proposals will be required to contribute to the enhancement of existing biodiversity, and should create and manage new habitats where appropriate. The Council will support new development which retains and /or enhances significant features of nature conservation on development sites. The Council will also support development which makes a positive contribution to biodiversity through the creation of green spaces, and linkages between habitats to create local and regional ecological networks.*

¹⁵ Ministry of Housing, Communities and Local Government (July 2019) National Planning Practice Guidance: Natural Environment

¹⁶ Horsham District Council (November 2015) Horsham District Planning Framework (excluding South Downs National Park)

- 3. Where felling of protected trees is necessary, replacement planting with a suitable species will be required.*
- 4. a) Particular consideration will be given to the hierarchy of sites and habitats in the district as follows:*
 - i. Special Protection Area (SPA) and Special Areas of Conservation (SAC)*
 - ii. Sites of Special Scientific Interest (SSSIs) and National Nature Reserves (NNRs)*
 - iii. Sites of Nature Conservation Importance (SNCIs), Local Nature Reserves (LNRs) and any areas of Ancient woodland, local geodiversity or other irreplaceable habitats not already identified in i & ii above.*
- b) Where development is anticipated to have a direct or indirect adverse impact on sites or features for biodiversity, development will be refused unless it can be demonstrated that:*
 - i. The reason for the development clearly outweighs the need to protect the value of the site; and,*
 - ii. That appropriate mitigation and compensation measures are provided.*
- 5. Any development with the potential to impact Arun Valley SPA or the Mens SAC will be subject to a HRA to determine the need for an Appropriate Assessment. In addition, development will be required to be in accordance with the necessary mitigation measures for development set out in the HRA of this plan'.*

4.0 ASSESSMENT TO INFORM A HABITATS REGULATIONS ASSESSMENT

Introduction

- 4.1. This chapter aims to inform the competent authority, in this case Horsham District Council, of the findings from the HRA process which will conclude whether the Proposed Development on its own or cumulatively with other developments within the Sussex North Water Resource Zone will have an adverse effect on the integrity of the Arun Valley SPA, SAC and Ramsar. As identified in Chapter 2 the main risks to the qualifying species during construction and operation of the Proposed Development will be any inappropriate changes to water levels within the Arun Valley SPA, SAC and Ramsar through the demand of mains water from the Hardham groundwater abstraction.

Arun Valley SPA, SAC and Ramsar and Water Levels

- 4.2. The key issues for maintaining the Arun Valley SPA, SAC and Ramsar site relate to:
- Inappropriate water levels;
 - Water pollution; and
 - Inappropriate ditch management¹⁷.
- 4.3. This report concentrates on effects from the Proposed Development on inappropriate water levels as Natural England's position is that there is evidence that water levels within Arun Valley SPA, SAC and Ramsar are adversely affecting the qualifying features of the designations. The habitats within Amberley Wild Brooks SSSI and Waltham Brooks SSSI are assessed as being in 'unfavourable recovering'¹⁸ condition while the habitats within Pulborough Brooks SSSI are assessed as being in 'favourable' condition by Natural England^{19,20}.

Potential Water Level Links between the Proposed Development and Arun Valley SPA, SAC and Ramsar

- 4.4. To better understand the issue with water levels within Arun Valley SPA, SAC and Ramsar, a source – pathway – receptor model is to be applied for the Proposed Development.

¹⁷ Natural England (October 2014) Improvement Programme for England's Natura 2000 Sites Planning for the Future. Site Improvement Plan. Arun Valley

¹⁸ The conservation status of a natural habitat will be taken as "unfavourable recovering" when units/features are not yet fully conserved but all the necessary management mechanisms are in place. At least one of the designated feature(s) mandatory attributes are not meeting their targets (as set out in the site specific FCT). Provided that the recovery work is sustained, the unit/feature will reach favourable condition in time.

¹⁹ <https://magic.defra.gov.uk/MagicMap.aspx>

²⁰ The conservation status of a natural habitat will be taken as "Favourable" when: its natural range and areas it covers within that range are stable or increasing, and the specific structure and functions which are necessary for its long-term maintenance exist and are likely to continue to exist for the foreseeable future.

- 4.5. In this case, mains water demand from the Proposed Development are the potential impact sources being considered; the River Arun and aquifers form the impact pathway; and the qualifying features of Arun Valley SPA, SAC and Ramsar are the receptors being scoped for the risk of adverse effects upon them.
- 4.6. To demonstrate beyond reasonable scientific doubt that the Proposed Development will not adversely affect the integrity of Arun Valley SPA, SAC and Ramsar, the following steps need to be taken:
- Demonstrate that the impact source does not exist (i.e. demonstrate water neutrality); or
 - Demonstrate that there is no functional pathway for water transfer between the source of water required for the Proposed Development and Arun Valley SPA, SAC and Ramsar via the River Arun or the underlying aquifer; or
 - Demonstrate that the qualifying features of the designated sites will not be adversely affected by an inappropriate change in water levels.
- 4.7. If the risk of an adverse effect on site integrity at any of the above three points (source, pathway, receptor) cannot be discounted, the Proposed Development will need to deliver water neutrality specific mitigation. If it is concluded that there is an existing adverse effect on site integrity as a consequence of inappropriate water levels within the Arun Valley SPA, SAC and Ramsar, then any additional water abstraction required for the Proposed Development will need to be mitigated. The identified mitigation measures will need to be effective in mitigating any adverse effect on site integrity, and this effectiveness will need to be established beyond reasonable scientific doubt.

Construction

- 4.8. Construction of the Proposed Development is anticipated to commence in 2022 and be completed during 2023²¹. No resources will be required during the construction from Arun Valley SPA, SAC and Ramsar.
- 4.9. The Proposed Development's construction will involve the following main stages:
- Enabling works such as establishing haul routes and compound areas and clearance of paraphernalia in the surrounds of the buildings;
 - Demolition of the existing agricultural buildings;
 - Excavation and diversion of utilities including drainage;
 - Construction of the driveway, car parking and footways;

²¹ Dates are dependent on whether the Proposed Development is granted planning permission and when.

- Construction of the superstructure for the dwellings;
 - Fit out of the dwellings; and
 - Landscaping.
- 4.10. In theory, without design measures in place, the construction of the Proposed Development could result in an increase of demand of water from the Arun Valley catchment which could adversely affect the qualifying features of Arun Valley SPA, SAC and Ramsar.

Embedded Design Measures

- 4.11. The following embedded design measures will be implemented during the construction of the Proposed Development:
- The only water entering the construction site will be potable water for the construction workers and visitors;
 - Construction activities will be carried out in accordance with guidance contained within best practice pollution prevention guidelines;
 - Water will be collected through grey water recycling and/or rainwater harvesting for portable toilets (for initial site set up works only) and good quality temporary toilet facilities which will be provided for construction worker use to prevent water pollution resulting from worker-generated sewage effluents. The wastewater from these facilities will be tankered off site and disposed of appropriately; and
 - Rainwater will be harvested and used for water sprays to reduce dust or wash down within construction areas.
- 4.12. In summary, through the implementation of the embedded design measures, there will be no adverse effects on the integrity of Arun Valley SPA, SAC and Ramsar as a result of water demand and water use on the Site during construction. The measures are additional to those set out in the water neutrality calculations and are only associated with the construction phase.

Operation

- 4.13. In theory, the qualifying features of Arun Valley SPA, SAC and Ramsar during operation of the Proposed Development, without measures in place, will potentially be affected by increased demand of water as a result of the increased population within the Site. There is no connection to mains water supply currently on the Site. The mains water supply for the dwelling will be from Sussex North Water Supply Zone therefore the following design measures will be implemented within the Proposed Development to minimise water demand and thus avoid adverse effects resulting from inappropriate water levels in Arun Valley SPA, SAC and Ramsar.

Reduction of Water Consumption

- 4.14. The average water consumption in the UK in 2020 was 142 l/day/person^{22, 23}. Permanent water saving techniques and technologies will be incorporated into the Proposed Development to ensure that the water consumption per person is 110l/day before the implementation of rainwater harvesting. This is equivalent to meeting the 'optional requirement' of part G2 of the UK Building Regulations²⁴ and is standard practice across the building industry²⁵. It will be secured by planning conditions.
- 4.15. The 110l/day will be achieved by implementing a combination of the following water saving techniques and technologies in accordance with BREEAM: ECOHOMES²⁶:
- High efficiency, aerated, censored or low flow taps/showerheads;
 - Double flush or low flush toilets;
 - Tankless hot water heaters;
 - Water efficient dishwashers and washing machines;
 - Insulator hot water cylinders; and
 - Pressure reducing valves.
- 4.16. The water consumption savings by all these measures have already been directly incorporated into the water neutrality calculations in **Appendix 2**. The ongoing monitoring through water meters, management and efficacy of these measures will be secured by Section 106 agreement or similar with the local authority.

Rainwater Harvesting

- 4.17. The demand of water from the Sussex North Water Supply Zone will be further reduced by the incorporation of rainwater harvesting technology into the dwellings as well as the nearby stables and hay barn.
- 4.18. Rainwater harvesting is the collection and storage of rainwater (and other precipitation) that falls onto roof tops and then runs off via drains. The rainwater will then directed to an underground tank where it will be used, instead of mains water, for domestic non-potable water required for use of toilets, washing machines and watering of the garden or in the case

²² Waterwise (2018) WWT PR19 Challenge Report#5 Water Consumption <https://waterwise.org.uk/wp-content/uploads/2019/10/WWT-Report-.pdf>

²³ <https://www.statista.com/statistics/827300/household-appliance-water-consumption-united-kingdom-uk/>

²⁴ HM Government, The Building Regulations 2010, Approved Document G, Sanitation, hot water safety and water efficiency

²⁵ The 110/day per person follows the precedence set out in Natural England's advice to Local Planning Authorities on Nutrient Neutrality across the country.

²⁶ BREEAM (April 2006) Ecohomes 2006 – The Environmental Rating for Homes The Guidance – 2006 / Issue 1.2.

of the stables for drinking water for the horses and water for cleaning. Details of the proposed rainwater harvesting systems are provided in Appendix 5 of the Water Neutrality Report.

- 4.19. Approximately 274 m³ of water will be collected through rainwater harvesting over a year from just under 432 sqm of the three dwelling roofs. This water will be used for the non-potable water demand of approximately 328 litres/day or 119,720 litres/year of water for operating toilets (31.14 litres/day), washing machines (39.46 litres/day) and watering of the garden (11.5 litres/day). The below ground tanks that will collect and store the rainwater until it is reused will have a capacity of 10,000l for the two semi-detached dwellings and 3,000l for the single dwelling. The water before its use will be treated with ultra-violet light to sterilize and kill bacteria in the water. The tanks will be accessed via manholes. There will be no noise or odours associated with the technology.
- 4.20. The remaining water demand will be offset by retrofitting rainwater harvesting equipment to the stables to facilitate the collection of approximately 626.56 litres/day or 228,694.4 litres/year of water from 300sqm of stable roofs and 56 sqm of hay barn roof. The collected rainwater will be stored in an underground tank with a capacity of 5,000 litres. The collected rainwater once treated with ultra-violet light to sterilize and kill bacteria in the water will then be prioritised over the use of mains water supply for the spraying water, machine cleaning and water for the horses which will reduce the mains water demand at the stables. This system will be installed prior to construction commencing on the new dwelling to ensure that the construction activities will also be water neutral.
- 4.21. The savings on mains water demand from the two rainwater harvesting systems is presented in the water neutrality calculation in **Appendix 2**. The on-going management and monitoring of the rainwater harvesting systems will be carried out by Aquality. If Aquality in the future stops providing this service, then the Applicant will appoint an alternative organisation to manage the systems or alternative equivalent systems will be installed. The ongoing management and monitoring will be secured by Section 106 agreement or similar with the local authority.

Summary of the Design Measures

- 4.22. The implementation of the measures to limit water consumption at the Proposed Development to 110 l/day per person along with the rainwater harvesting of water on the proposed dwelling and existing stables will result in no additional demand on mains water as shown in **Appendix 2**. Furthermore, the implementation of the embedded measures stated above during construction will result in no additional mains water demand.

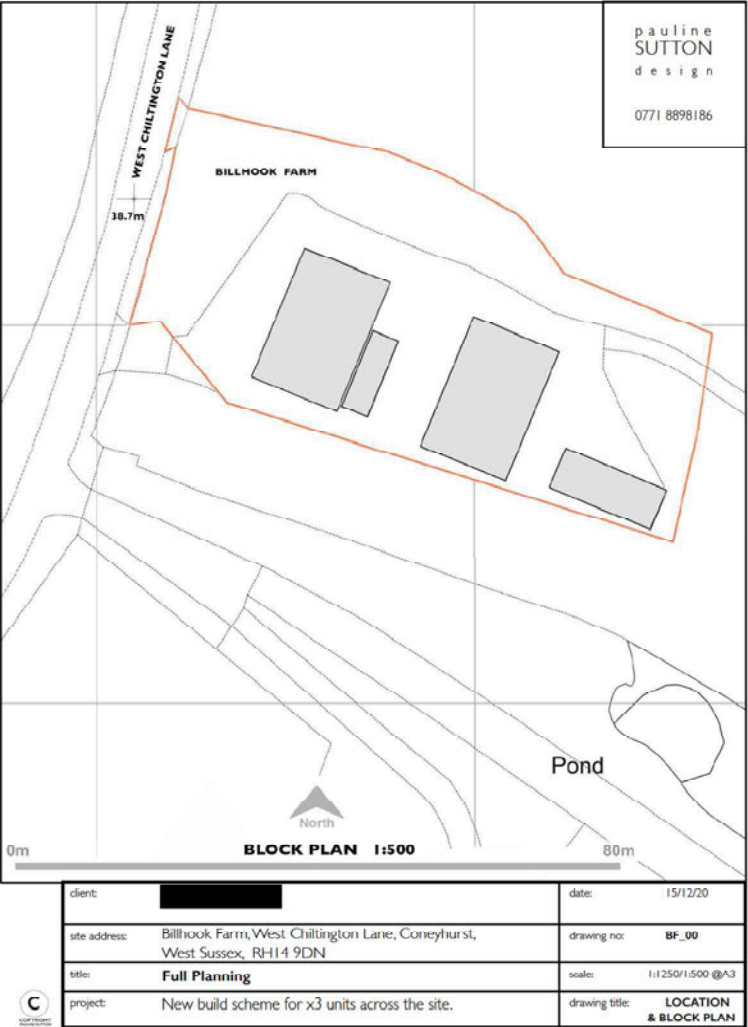
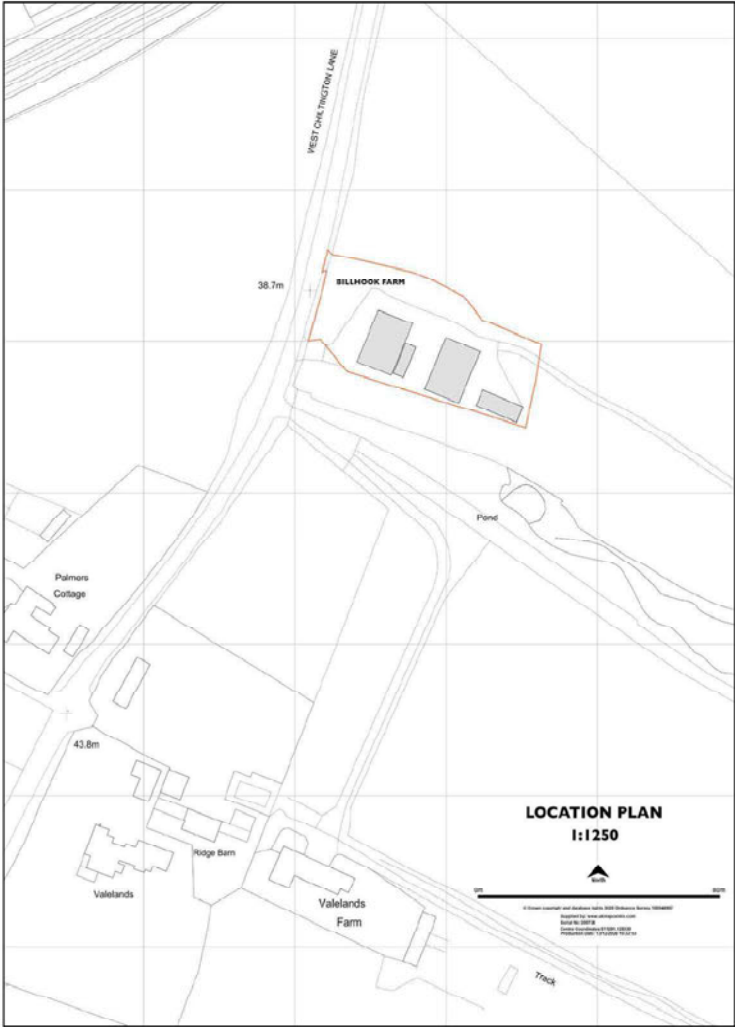
5.0 SUMMARY AND CONCLUSIONS

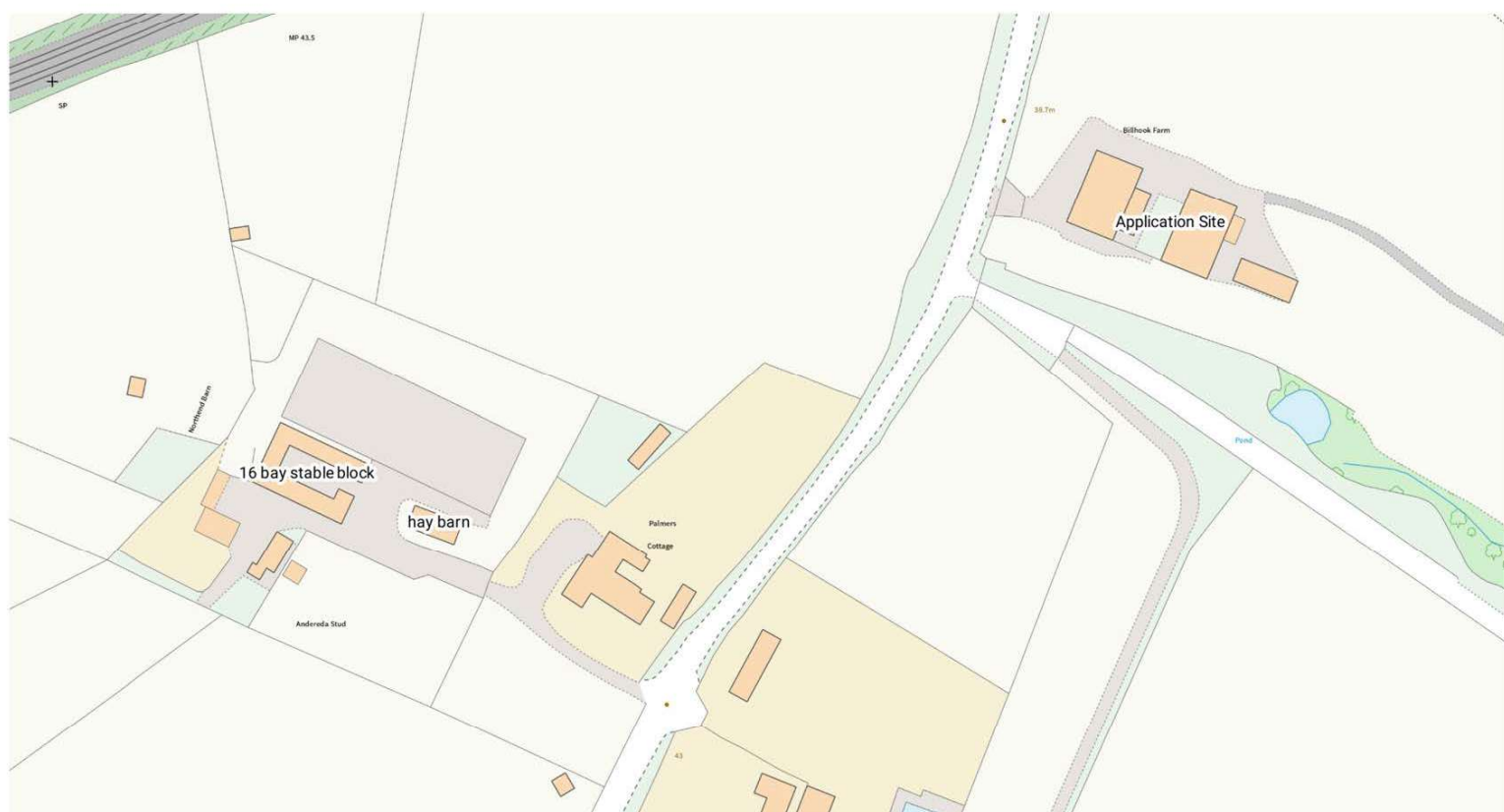
- 5.1. The Proposed Development comprises the replacement of two agricultural buildings into three residential dwellings. This will result in a new population of approximately 6.9 people.
- 5.2. Arun Valley SPA, SAC and Ramsar is located approximately 9km to the south-west of the Proposed Development within the Sussex North Resource Zone. There is evidence of inappropriate water levels Arun Valley SPA, SAC and Ramsar which is potentially adversely affecting the qualifying features of the designations. To avoid adding to the existing problem, the Proposed Development has been designed to be water neutral by not increasing the demand on the mains water supply during construction and/or operation through the implementation of the following measures, which will be secured by Section 106 agreement or similar with the local authority:
- Embedded measures during construction which includes best practice methods for protecting the environment especially by minimising water demand during construction;
 - Reduction of water consumption per person during operation to 110l/day; and
 - Implementation of rainwater harvesting systems at the proposed dwellings and the existing stables and barn on the opposite side of West Chilton Lane owned by the Applicant.
- 5.3. The implementation of these measures during construction and operation of the Proposed Development on its own or cumulatively will result in:
- No reduction of areas of key habitats within Arun Valley SPA, SAC and Ramsar or functionally linked land;
 - No significant disturbance to key species using the habitats within Arun Valley SPA, SAC and Ramsar;
 - No habitat or species fragmentation within Arun Valley;
 - No reduction in species diversity associated with Arun Valley SPA, SAC and Ramsar;
 - No adverse changes in key indicators of conservation value (water quality or levels etc.) within Arun Valley SPA, SAC and Ramsar;
 - No climate change impacts to Arun Valley SPA, SAC and Ramsar; and
 - No changes in water levels within Arun Valley SPA, SAC and Ramsar.
- 5.4. In conclusion, the measures discussed above to reduce and offset mains water demand and consumption at the Proposed Development will be fully implemented prior to the occupation of the dwelling and can remain in place for the lifetime of the Proposed Development. As a

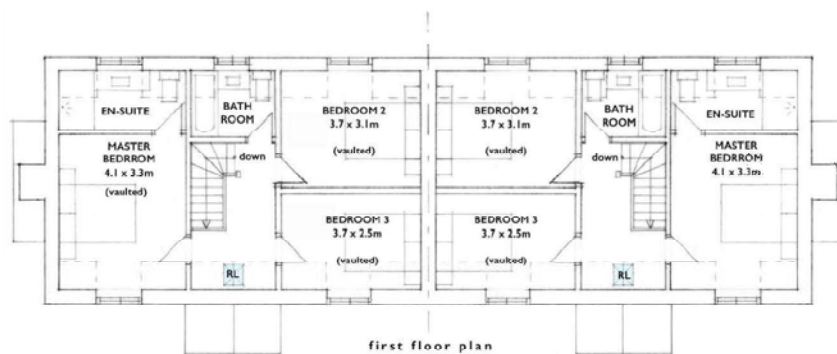
result of the Proposed Development and its design measures there will be no additional demand on mains water supply. Therefore, the Proposed Development will be water neutral resulting in no adverse effect on the integrity of Arun Valley SPA, SAC and Ramsar.

- 5.5. There will also be no adverse in-combination effects associated with other developments which would typically have mains water demands within the Sussex North Resource Zone as each of the cumulative developments that could affect Arun Valley SPA, SAC and Ramsar will be water neutral in accordance with the Natural England Advice Note and therefore have no adverse effects on their own due to their locations and the mitigation and/or design measures being provided by each of the cumulative developments.

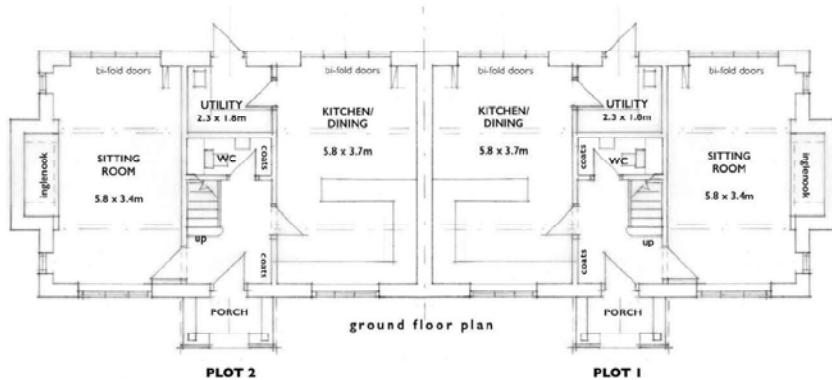
APPENDIX 1: DRAWINGS





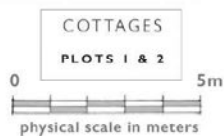


GROSS EXTERNAL FLOOR AREAS:
PLOTS 1 & 2 @ 137m² each (inc porch)
= 274m² total
PLOT 3 @ 364m²
TOTAL GEFA: 638m²



pauline
SUTTON
design

0771 8898186



This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.



client:		date:	15/12/20
site address:	Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_03
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOTS 1&2 PROPOSED PLANS



north elevation



west elevation



south facing elevation

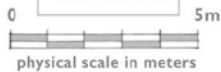


east elevation

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COTTAGES
PLOTS 1 & 2



rev B:
x2 carports removed
ridge heights Plot 3 lowered



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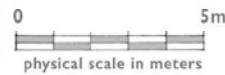
client:		date:	29/01/2021
site address:	Billhook Farm, West Chiltington Lane, Coneyhurst, West Sussex, RH14 9DN		
title:	Full Planning		
project:	New build scheme for x3 units across the site.		
drawing no:	BF_04 revB		
scale:	1:100 @A3		
drawing title:	PLOTS 1&2 PROPOSED ELEVATIONS		

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FIRST FLOOR PLAN



GROSS EXTERNAL FLOOR AREAS:
PLOTS 1 & 2 @ 137m² each (inc porch)
= 274m² total

PLOT 3 @ 364m²

TOTAL GEFA: 638m²

This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.



client:	BLANDIN	date:	01-02-2021
site address:	Billhook Farm West Chittington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_05 revB
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOT 3 PROPOSED PLANS

rev B:
x2 carports removed
ridge heights Plot 3 lowered

★ x2 windows adjusted

FARMHOUSE
PLOT 3



GROUND FLOOR PLAN



**FARMHOUSE
PLOT 3**

0 5m
physical scale in meters

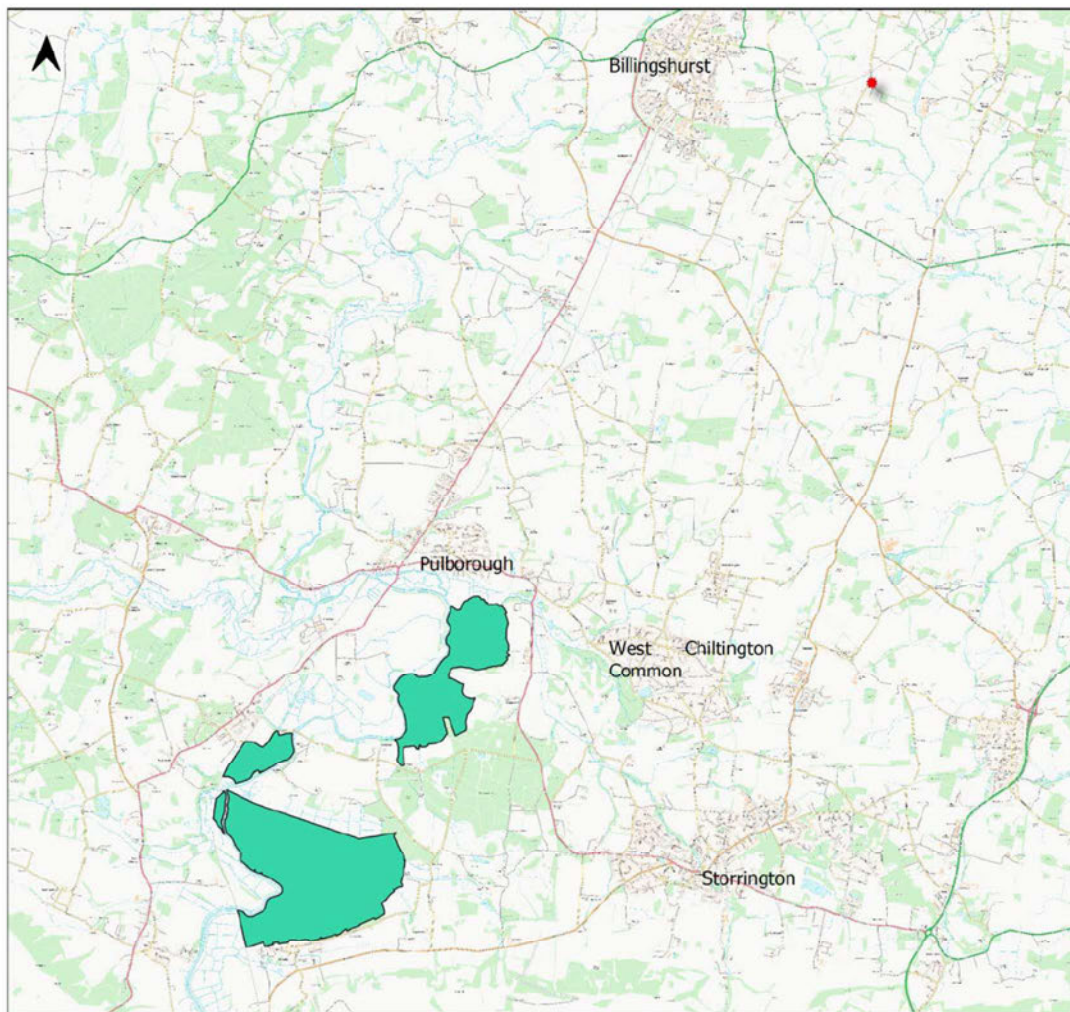
rev B:
x2 carports removed
ridge heights Plot 3 lowered
* x2 windows adjusted

This drawing has been prepared for the purpose of gaining planning permission only and does not purport to be a working or contractual drawing. This drawing has been prepared based on survey drawings and information prepared by others. All dimensions and levels on all drawings must be checked and verified on site before commencement of works.



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client:		date:	01-02-2021
site address:	Billhook Farm, West Chilmington Lane, Coneyhurst, West Sussex, RH14 9DN	drawing no:	BF_06 revB
title:	Full Planning	scale:	1:100 @A3
project:	New build scheme for x3 units across the site.	drawing title:	PLOT 3 PROPOSED ELEVATIONS



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Legend

• Billhook Farm

Internationally Designated Sites

■ Arun Valley Special Protection Area,
Special Area of Conservation and
Ramsar Site

0 1 2 km

**Billhook Farm, Coneyhurst and
Arun Valley**

BILLHOOK FARM, CONEYHURST

Google earth images of the Site between 2009 and 2021

Image taken 31/08/01/2012

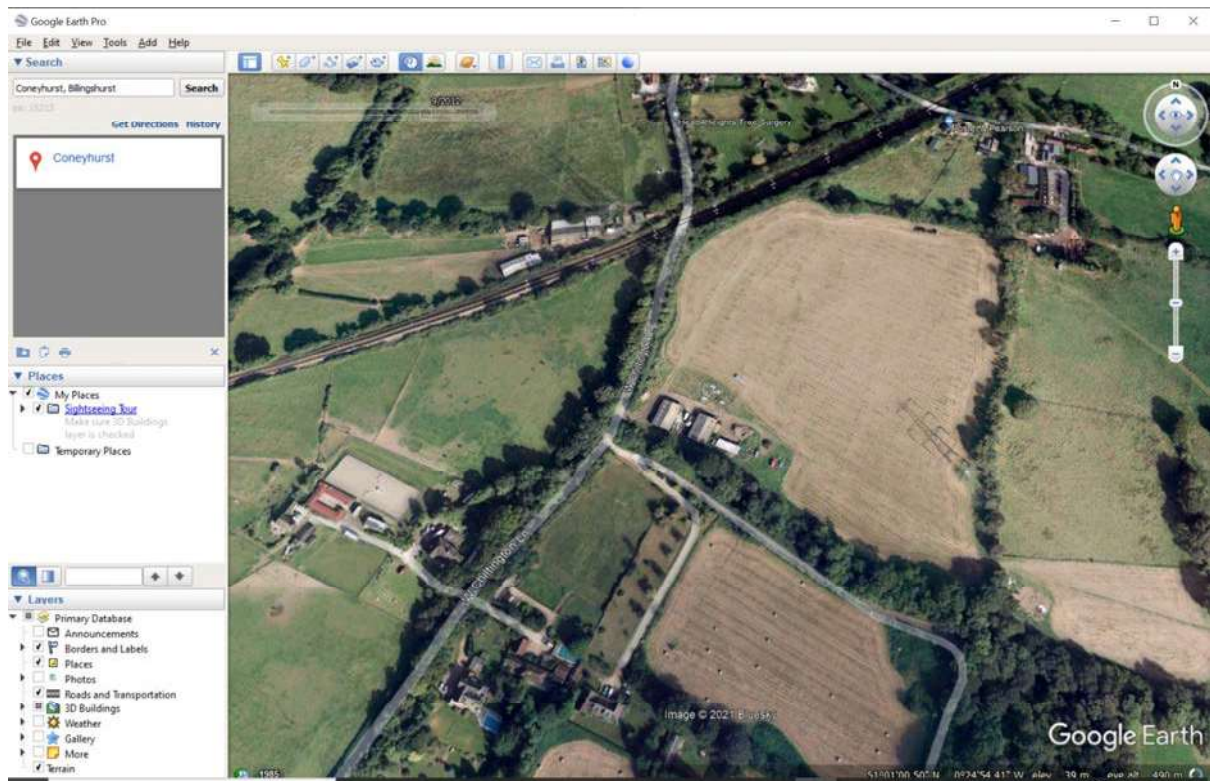


Image taken 22/04/2015

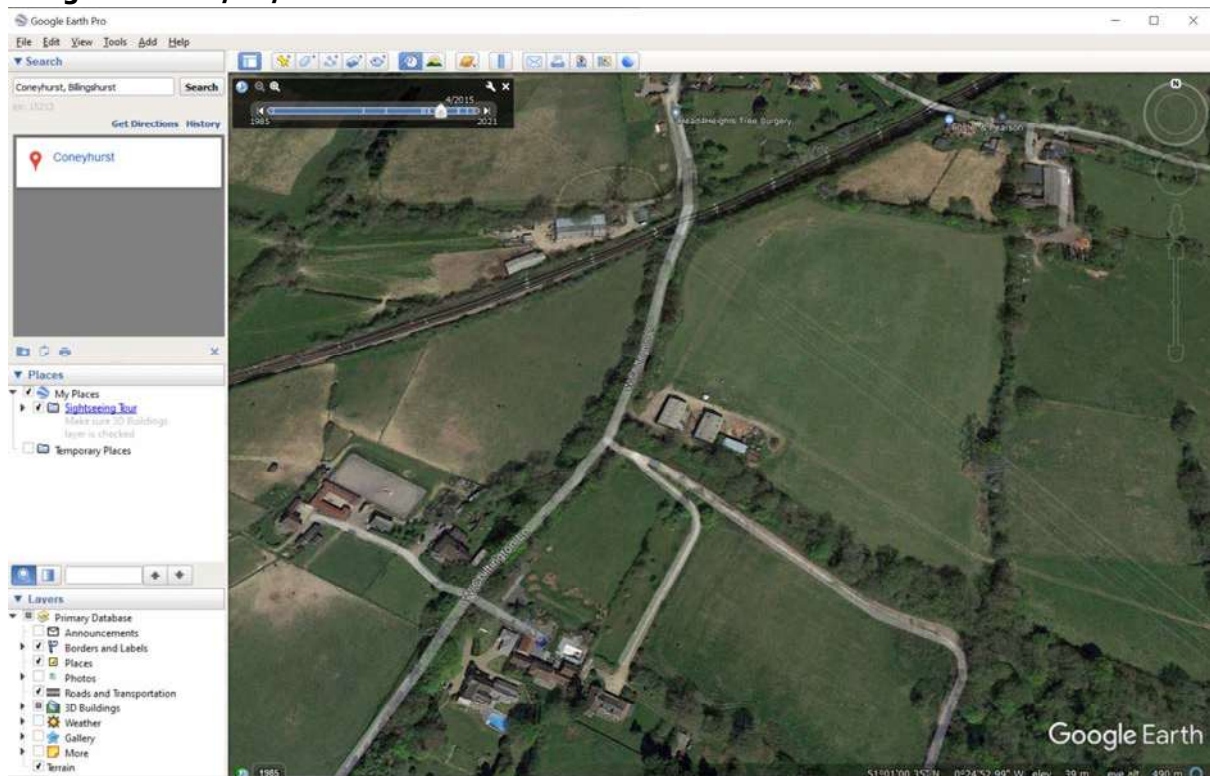


Image taken 06/08/2018

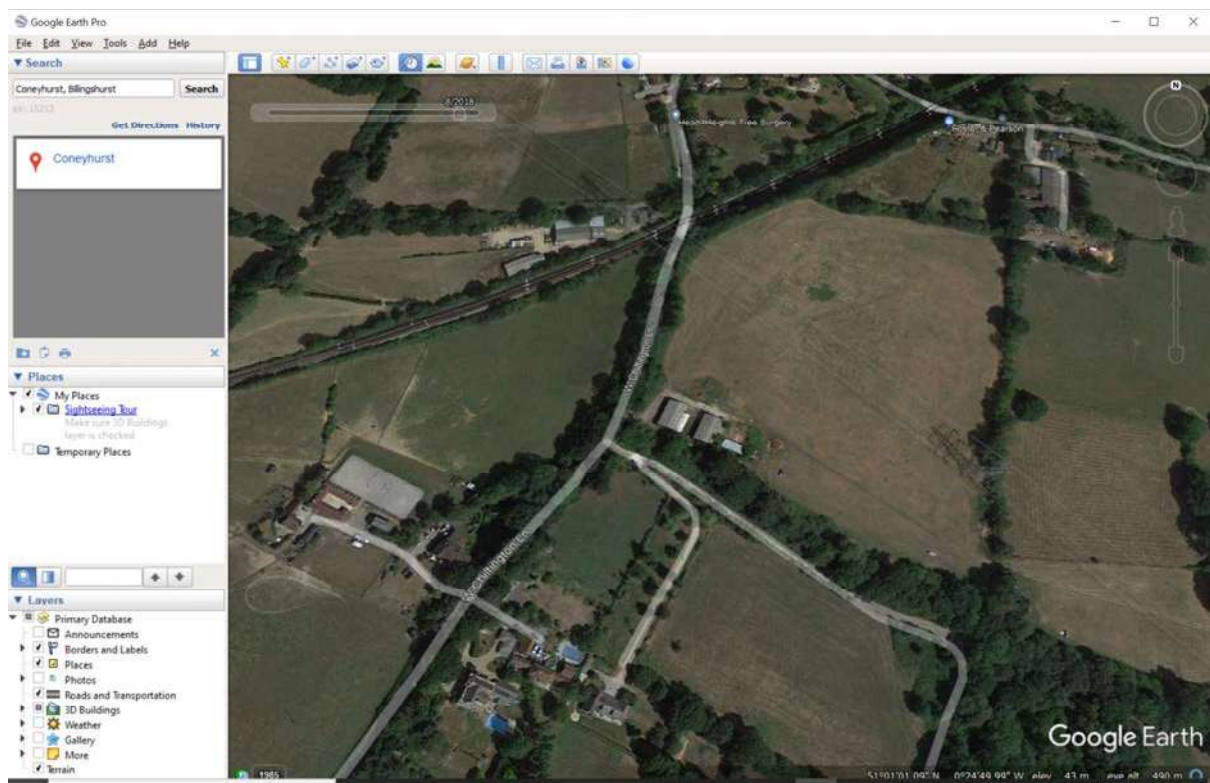
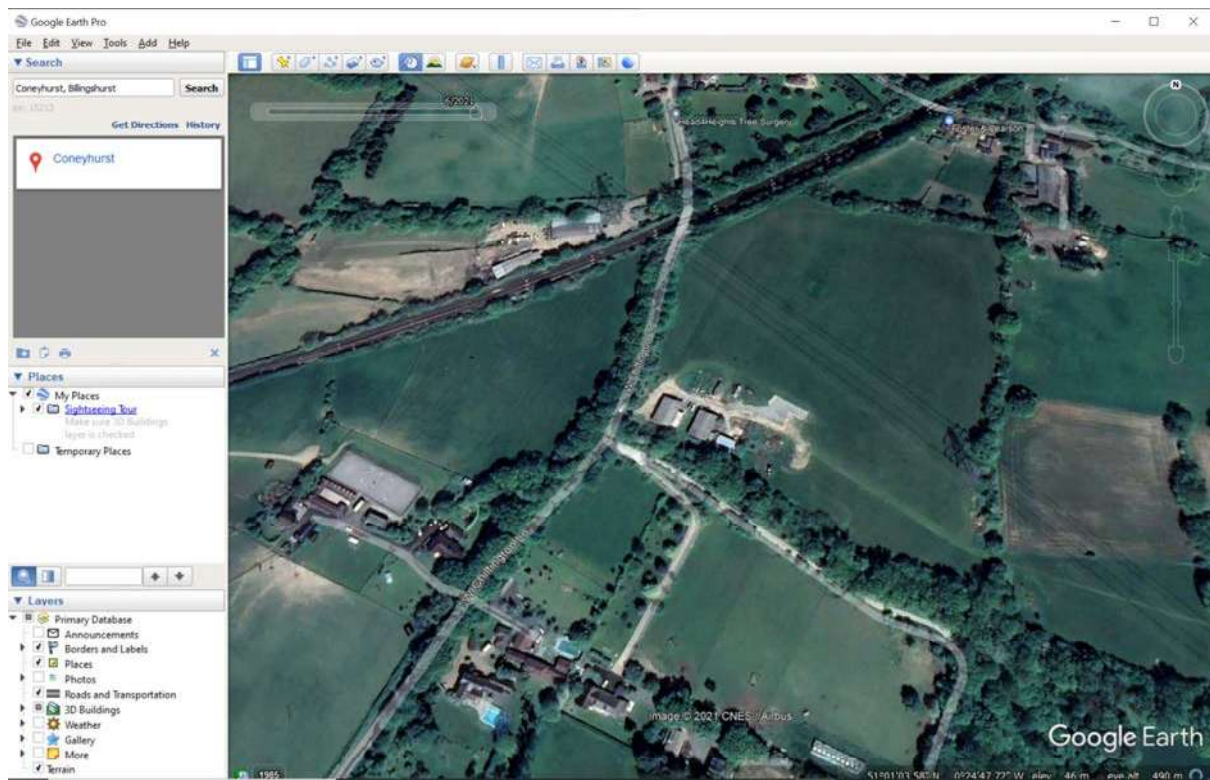


Image taken 30/05/2021



APPENDIX 2: WATER BUDGET CALCULATIONS FOR THE PROPOSED DEVELOPMENT

TITLE	Billhook Farm, Coneyhurst - Water Neutrality Calculation			
Stage 1	Existing Mains Water Demand (on-site)			
	Existing Development	0.00	litres/year	Land used for agriculture and no mains water demand
Stage 2	Proposed Mains Water Demand (on-site embedded design measures only)			
	Development Proposal (residential)	6.90	No.	Site specific no. of occupants for 3 dwellings (assuming average occupancy is 2.3)
	Water consumption/person	110.00	l/d	Building Regs average use
	Total mains water consumption	759.00	l/d	Calculated (328l/d is non-potable water demand)
Stage 3	On-site Reduction of Proposed Mains Water Demand (on-site additional measures)			
	Water provided by rainwater harvesting	750.00	l/d	Rainwater will be harvested from 432 sqm of roofs split between the three dwellings
	Residual mains water demand on-site	9.00	l/d	Calculated
Stage 4	Off-setting of Proposed Residual Mains Water Demand (off-site additional measures)			
	Existing off-site demand (stables owned by Applicant)	640.00	l/d	Drinking water for up to 16 horses and cleaning of stables (40 l/d per horse)
	Water provided by rainwater harvesting	618.76	l/d	Rainwater collected from 356 sqm of stable and hay barn roofs owned by Applicant.
	Residual mains water demand	21.24	l/d	Calculated
Stage 5	Net Total Change in Mains Water Demand			
	Total proposed mains water demand	759.00	l/d	Calculated
	Residual mains water demand achieved through on-site measures	9.00	l/d	Calculated
	Total reduction achieved through off-site measures	618.76	l/d	Calculated
	Residual mains water demand	0.00	l/d	Calculated



Marian Cameron Consultants Ltd
Environmental Consultancy

Schedule 3

The Owners' Covenants to the Council

1. With the intention of binding the Application Site, and for the purpose of allowing Development to be delivered and to remain Water Neutral in perpetuity, the Owners covenant with the Council as follows:
 - 1.1. Prior to Occupation of the Development, to submit evidence in writing to the Council that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Offsetting Site, the evidence to include the specifications and photographs of the installed measures and a Part G water calculator (or equivalent) detailing the resultant surveyed water consumption of the Offsetting Site and that Offsetting Site has been Occupied.
 - 1.2. Not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Offsetting Site, such approval not to be unreasonably withheld or delayed.
 - 1.3. To allow the Council or its agents to enter the Application Site for the purpose of inspecting the Onsite Water Reduction Measures and ensuring that the measures are retained as required provided that the Council gives not less than 24 (twenty-four) hours' notice in writing of its intention to inspect the Onsite Water Reduction Measures.
 - 1.4. That in the event that the Application Site or any part of it is transferred, that the transfer contains a direct covenant with the transferee such that the transferee is obliged to:
 - 1.4.1. comply with the restrictions and obligations set out in this Agreement;
 - 1.4.2. maintain and keep in good repair the Onsite Water Reduction Measures installed on the Application Site in accordance with the Water Neutrality Statement and this Agreement;
 - 1.4.3. consent to the entering of the following restriction on the transferee's title to the Application Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the 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 the proprietor for the time being of the estate registered under titled number [] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

Schedule 4

The Owners' and Trustees' covenants with the Council

The Owners' Covenants

1. The Owners covenant with the Council so as to bind their interest in the Offsetting Site and for the purposes of ensuring that the Development can be delivered as and remain Water Neutral as follows:
 - 1.1. To implement the Offsetting Measures at the Offsetting Site in accordance with the Water Neutrality Statement contained at Schedule 2.
 - 1.2. To retain the Offsetting Measures in perpetuity and not to remove or replace the Offsetting Measures other than with a replacement fixture or fitting which meets an equivalent or more efficient water standard.
 - 1.3. To maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement.
 - 1.4. To allow the Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 1 (one) Working Day's notice in writing of its intention to inspect the Offsetting Measures.
 - 1.5. That, in the event that the Offsetting Site or any part of it is transferred, the Offsetting Site Owners shall enter into a direct covenant with the transferee such that the transferee is obliged to:
 - 1.5.1. comply with the restrictions and obligations set out in this Agreement;
 - 1.5.2. maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;
 - 1.5.3. consent to the entering of the following restriction on the transferee's title to the Offsetting Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the 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 the proprietor for the time being of the estate registered under titled number [] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

The Trustees' Covenants

2. The Trustees covenant with the Council so as to bind their interest in the Offsetting Site and for the purposes of ensuring that the Development can be delivered as and remain Water Neutral such that if and when completion of the Contract for Sale takes place they acknowledge and agree to be bound by the covenants contained in this Agreement as successors in title to the Owners.

Appendix

These are the notes referred to on the following official copy

Title Number WSX271507

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

AGREEMENT
(Incorporating the Standard Conditions of Sale (Third Edition))

Agreement Date : 14TH April 2003

Seller : PETER JOHN HOOPER and ELIZABETH CAROLE DENHOLM HOOPER both of North End Barn and stables, West Chiltington Lane, Billingshurst, West Sussex RH14 9DN

Buyer : PETER JOHN HOOPER and ELIZABETH CAROLE DENHOLM HOOPER both of North End Barn and stables, West Chiltington Lane, Billingshurst, West Sussex RH14 9DN, ROBERT JAMES HOOPER of 1 Foxgrove Avenue, Horsham RH12 5FZ and NICOLA JANE HOLDER of Palmers Cottage, West Chiltington Lane, Billingshurst RH14 9DN (trustees of the Hooper Property Trust)

Property : North End Barn and stables on the West Side of West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex as more particularly described in the draft Transfer annexed hereto

Root of Title/Title Number : WSX110723

Incumbrances on the Property : The Covenants and other matters set out in the draft Transfer annexed hereto and in the property and charges registers of title number WSX110723 in so far as they relate to or affect the Property

Title Guarantee (full/limited) : Full

Completion Date : (Subject to Special Condition 8) 14TH April 2036

Contract Rate : 4% above the base rate of The Royal Bank of Scotland plc from time to time (or such other comparable rate as the Seller may reasonably designate if the base rate ceases to be published)

Purchase Price : £ 750,000

Deposit : £ 750,000

Amount payable for chattels : ----

Balance : ----

Photo
Copy

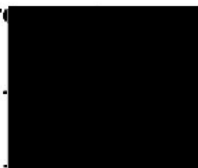


SEQ244



WSX271507

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

Signature 
X P J H
X E C D H
Seller

Signature 
X P J H
X E C D H
X R J H
X N J H
Buyer

SPECIAL CONDITIONS

- 1 (a) This Agreement incorporates the Standard Conditions of Sale (Third Edition). Where there is a conflict between those conditions and this Agreement, this Agreement prevails.

(b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
- 2 Title to the Property having been deduced to the Buyer before the date of this Agreement the Buyer shall be deemed to have accepted such title and shall not be entitled to raise any requisitions enquiries or objections thereon.
- 3 Subject to the terms of this Agreement and to the Standard Conditions of Sale the Seller is to transfer the Property with the title guarantee specified on the front page.
- 4 The Property is sold with vacant possession on completion.
- 5 The Buyer admits he has inspected the Property and that he enters into this Agreement solely as a result of his inspection of the Property and on the basis of the terms hereof and not in reliance on any warranty statement representation or otherwise whether written oral or implied and whether made by or on behalf of the Seller other than written replies by the Seller's solicitors to enquiries made by the Buyer's solicitors prior to the date hereof.
- 6 The Buyer may require the Seller to transfer the Property to a third party nominated by the Buyer prior to completion subject to the Seller receiving the purchase price from the Buyer.
- 7 Prior to completion the Buyer may make alterations to the Property only after such alterations have been consented to in writing by the Seller which consent shall not be unreasonably withheld.
- 8 The Buyer may by notice in writing to the Seller call for completion to take place on the date specified in such notice being no sooner than 28 days from the date of service of the notice and upon service of the notice the date so specified shall be the Completion Date.
- 9 Time is not of the essence of this Agreement unless a notice to complete (pursuant to Standard Condition 6.8) has been served.
- 10 Standard Conditions 2.2, 2.3, 4.1, 4.3.2, 4.5.1, 5.1, 5.2.3, 5.2.4, 5.2.7 and 6.1.1 shall not apply to this Agreement
- 11 In Standard Condition 5.2.2(g) the words "the purchase price" shall be deleted and the words "its full reinstatement value from time to time" shall be substituted in their place.
12. In Standard Condition 5.2.5 the word "or" shall be inserted after the words "completion date" and all of the words after the words "rescission of the contract" shall be deleted.
13. The Buyer will be responsible for the insurance of the Property which insurance shall be effected in the joint names of the Seller and Buyer.
14. The Transfer of the Property shall be in the form of the draft Transfer annexed hereto

Seller's Solicitors: Halliwell Landau St James's Court Brown Street Manchester M2 2JF

Buyer's Solicitors: Halliwell Landau St James's Court Brown Street Manchester M2 2JF

part
ed title(s)

more room than is provided for in a panel, use continuation sheet CS and staple to this form)

Stamp Duty



P QUALITY

Place "X" in the box that applies and complete the box in the appropriate certificate.

- ☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- ☐ I/We hereby certify that this instrument is exempt from stamp duty by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)
WSX110723

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee)
North End Barn and Stables on the West side of West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN

The Property is defined: (Place "X" in the box that applies and complete the statement)

- ☒ on the attached plan and shown edged red (state reference e.g. "edged red")
- ☐ on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

6. Transferor (give full names and Company's Registered Number if any)
Peter John Hooper and Elizabeth Carole Denholm Hooper

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)
Peter John Hooper Elizabeth Carole Denholm Hooper Robert James Hooper and Nicola Jane Holder

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register
North End Barn, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN

9. The Transferor transfers the Property to the Transferee.

(Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures) seven hundred and fifty thousand pounds (£750,000)

(Insert other receipt as appropriate)

The transfer is not for money or anything which has a monetary value

The Transferor transfers with (Place "X" in the box which applies and add any modifications)

☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants.
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.
- ☒ The Transferees are to hold the Property (complete as necessary)

As trustees of the Hooper Property Trust upon the trusts set out in a Trust Deed dated []

13. Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.



2. The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.

13.1 Definitions

In this Transfer the following expressions shall have the following meanings:

"the Retained Land" means the land to be retained by the Transferors which adjoins the Property and which is shown for identification purposes only edged blue on the Plan and each and every part thereof

"the Plan" means the plan annexed to this Transfer

"the Perpetuity Period" means the period of eighty years from the date hereof

"the Property" means the property described in box 4 above and each and every part of it

13.2 Title Guarantee

13.2.1 The Property is transferred subject to the Wayleave Agreement dated 22 May 1985 in favour of The Southern Electricity Board in so far as it relates to or affect the Property

13.2.2 The title guarantee given in box 11 above is modified as follows:

- (a) for the purpose of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 (the "Act") all matters now recorded in registers open to public inspection (including the registers at H.M. Land Registry) and evident or ascertainable from the documents of title deduced to the Transferees prior to the date of this Transfer are deemed to be within the actual knowledge of the Transferees notwithstanding the provisions of section 6(3) of the Act
- (b) in place of the words "at his own cost" in the covenant implied by section 2(1)(b) of the Act there shall be inserted the words "at the cost of the Transferees"



ented

Property is transferred together with the benefit of the following rights

A right of way at all times and for all purposes with or without vehicles over and along the roadway shown coloured brown on the Plan

13.3.2 The full right of passage and running of water soil gas electricity and other services from and to the Property in and through all service conduits which are now or may hereafter within the Perpetuity Period be constructed or laid in on over or under the Retained Land together with the right to enter upon the Retained Land (with or without workmen servants agents plant machinery equipment tools and materials) to inspect repair renew cleanse and maintain such service conduits

13.3.3 The right to enter on to the Retained Land (with or without workmen servants agents plant machinery equipment tools and materials) to construct and lay and thereafter to maintain cleanse repair and renew any service conduits (of sufficient capacity to serve the Property) and any manholes inspection chambers and ancillary structures in on or under the Retained Land which are required to serve the Property exclusively and to connect with any service conduits which are now or may hereafter within the Perpetuity Period be constructed or laid in on or under the Retained Land and to use the same for passage and running of water soil gas electricity and other services from and to the Property and any buildings constructed on the Property within the Perpetuity Period.

Provided that the exercise of the rights set out in this paragraph 13.3 shall be subject to the following requirements being observed by the Transferees:

- (a) to give reasonable prior written notice in writing to the Transferors of the intention to exercise any right of entry upon the Retained Land (except in emergency when no written notice shall be required)
- (b) to obtain the prior written approval of the Transferors (such approval not to be unreasonably withheld or delayed) to the route and position of any proposed service conduits (or connections thereto) manholes inspection chambers and ancillary structures and to ensure that they are laid or constructed on parts of the Retained Land which are not less than three metres from parts of the Retained Land which is built upon or intended to be built upon by the Transferors
- (c) to exercise any right of entry upon the Retained Land so as to cause as little damage interference and inconvenience to the Transferors and owners and occupiers of the Retained Land as possible and either make good as soon as reasonably practicable to the reasonable satisfaction of the Transferors any damage caused or pay compensation for damage not capable of being made good
- (d) to pay on demand one half of any expenses incurred by the Transferors in maintaining repairing and renewing the roadway shown coloured brown on the Plan
- (d) to pay on demand a fair and proper proportion (to be determined by the Transferors in their reasonable discretion) of any expenses incurred by the Transferors in maintaining repairing cleansing and renewing any sewer or service conduits now or during the Perpetuity Period constructed on the Retained Land but used in common by the Property and other land and to pay on demand the whole of any expenses incurred by the Transferors in such manner on such items which serve the Property exclusively

13.4 Rights reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land the following reserved rights:

13.4.1 The same rights for the benefit of the Retained Land over the Property as are granted for the benefit of the Property over the Retained Land by this Transfer and subject to the same terms and conditions as if the whole of paragraphs 13.3.2 and 13.3.3 were repeated in this paragraph 13.4.1 but with the expressions "Transferors" and "Transferees" and the expressions "Property" and "Retained Land" interposed throughout

Provided that the person or persons exercising such rights shall:

- (a) give reasonable prior notice in writing to the Transferees of its intention to exercise any right of entry upon the Property (except in the case of emergency when no written notice shall be required)
- (b) cause as little inconvenience as reasonably possible to the Transferees and
- (c) make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Transferees

13.5 Fresh covenants

The Transferees with the intent that the benefit of the covenant will be annexed to and will run with the Retained Land jointly

Property is transferred together with the benefit of the following rights

A right of way at all times and for all purposes with or without vehicles over and along the roadway shown coloured brown on the Plan

13.3.2 The full right of passage and running of water soil gas electricity and other services from and to the Property in and through all service conduits which are now or may hereafter within the Perpetuity Period be constructed or laid in on over or under the Retained Land together with the right to enter upon the Retained Land (with or without workmen servants agents plant machinery equipment tools and materials) to inspect repair renew cleanse and maintain such service conduits

13.3.3 The right to enter on to the Retained Land (with or without workmen servants agents plant machinery equipment tools and materials) to construct and lay and thereafter to maintain cleanse repair and renew any service conduits (of sufficient capacity to serve the Property) and any manholes inspection chambers and ancillary structures in on or under the Retained Land which are required to serve the Property exclusively and to connect with any service conduits which are now or may hereafter within the Perpetuity Period be constructed or laid in on or under the Retained Land and to use the same for passage and running of water soil gas electricity and other services from and to the Property and any buildings constructed on the Property within the Perpetuity Period.

Provided that the exercise of the rights set out in this paragraph 13.3 shall be subject to the following requirements being observed by the Transferees:

- (a) to give reasonable prior written notice in writing to the Transferors of the intention to exercise any right of entry upon the Retained Land (except in emergency when no written notice shall be required)
- (b) to obtain the prior written approval of the Transferors (such approval not to be unreasonably withheld or delayed) to the route and position of any proposed service conduits (or connections thereto) manholes inspection chambers and ancillary structures and to ensure that they are laid or constructed on parts of the Retained Land which are not less than three metres from parts of the Retained Land which is built upon or intended to be built upon by the Transferors
- (c) to exercise any right of entry upon the Retained Land so as to cause as little damage interference and inconvenience to the Transferors and owners and occupiers of the Retained Land as possible and either make good as soon as reasonably practicable to the reasonable satisfaction of the Transferors any damage caused or pay compensation for damage not capable of being made good
- (d) to pay on demand one half of any expenses incurred by the Transferors in maintaining repairing and renewing the roadway shown coloured brown on the Plan
- (d) to pay on demand a fair and proper proportion (to be determined by the Transferors in their reasonable discretion) of any expenses incurred by the Transferors in maintaining repairing cleansing and renewing any sewer or service conduits now or during the Perpetuity Period constructed on the Retained Land but used in common by the Property and other land and to pay on demand the whole of any expenses incurred by the Transferors in such manner on such items which serve the Property exclusively

13.4 Rights reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land the following reserved rights:

13.4.1 The same rights for the benefit of the Retained Land over the Property as are granted for the benefit of the Property over the Retained Land by this Transfer and subject to the same terms and conditions as if the whole of paragraphs 13.3.2 and 13.3.3 were repeated in this paragraph 13.4.1 but with the expressions "Transferors" and "Transferees" and the expressions "Property" and "Retained Land" interposed throughout

Provided that the person or persons exercising such rights shall:

- (a) 'give reasonable prior notice in writing to the Transferees of its intention to exercise any right of entry upon the Property (except in the case of emergency when no written notice shall be required)
- (b) cause as little inconvenience as reasonably possible to the Transferees and
- (c) make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Transferees

13.5 Fresh covenants

The Transferees with the intent that the benefit of the covenant will be annexed to and will run with the Retained Land jointly



covenant with the Transferors at their own expense in a proper and workmanlike manner to forever hereafter the boundary hedges and fences marked with an inward facing 'T' on the Plan

Conditions

- 13.1 This Transfer does not operate to create or convey any easements rights or privileges over the Retained Land other than those expressly set out in paragraph 13.3
- 13.6.2 None of the provisions of this Transfer are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Transfer

14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

SIGNED as a **DEED** by **PETER JOHN HOOPER** in the presence of:

Sign here

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

SIGNED as a **DEED** by **ELIZABETH CAROLE DENHOLM HOOPER** in the presence of:

Sign here

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

SIGNED as a **DEED** by **ROBERT JAMES HOOPER** in the presence of:

Sign here

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

SIGNED as a **DEED** by **NICOLA JANE HOLDER** in the presence of:

Sign here

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

AGREEMENT

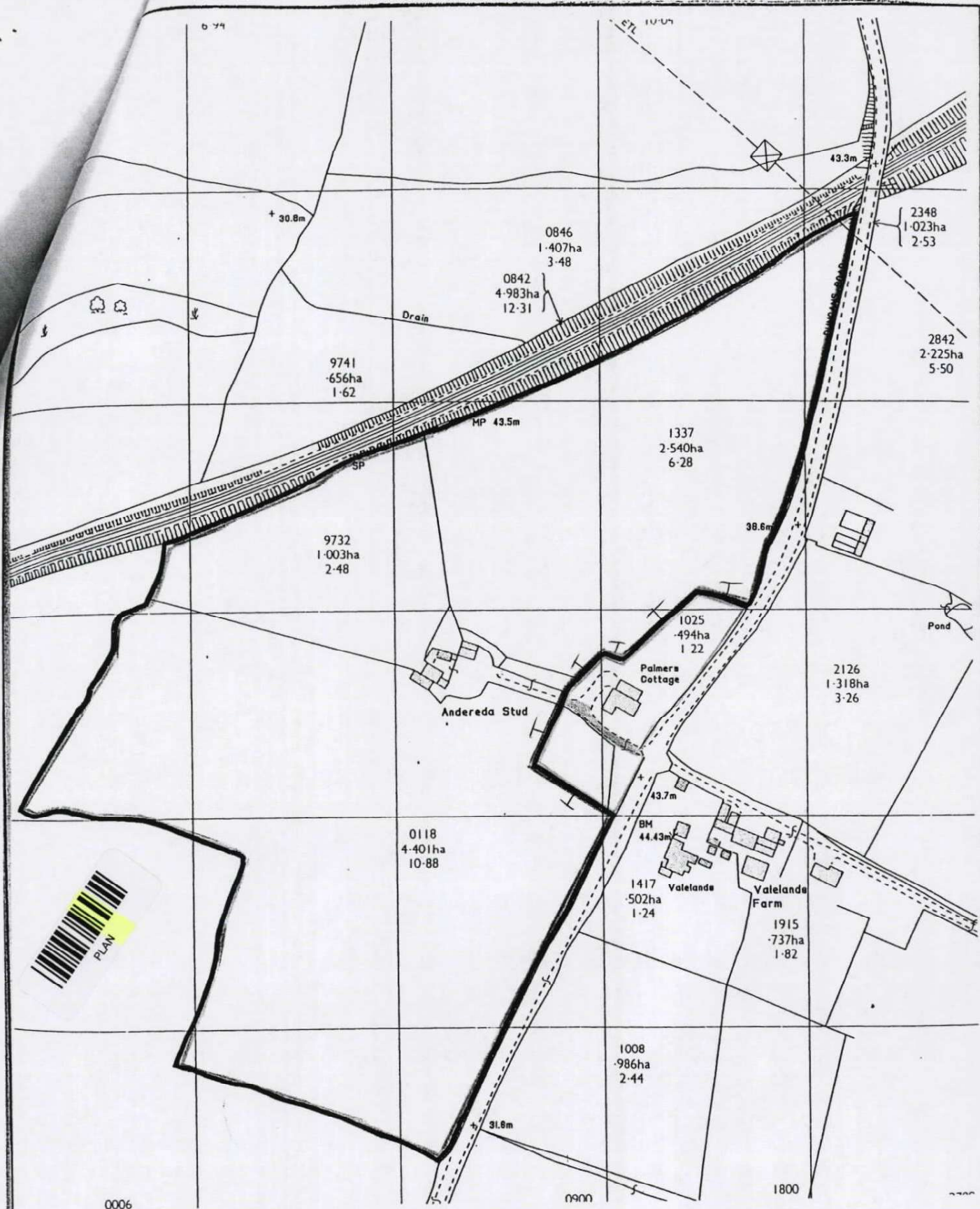
For sale and purchase of
North End Barn and stables, West Chilmington Lane, Billingshurst, West Sussex RH14 9DN

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

[REDACTED]

HALLIWELL LANDAU
SOLICITORS
ST. JAMES COURT, BROWN STREET
MANCHESTER M2 2JF

DATED 29/1/04



HENRY SMITH

Chartered Surveyors, Auctioneers, Valuers, Land & Estate Agents

Based on the Ordnance Survey map with the permission of The Controller of Her Majesty's Stationery Office © Crown Copyright. Licence No. ES 756113
For identification purposes only.

Scale

1:2500

Date

2/1/2003

Plan No.

NORTH END BARN