DATED 22nd January 2026

(1) HORSHAM DISTRICT COUNCIL

and

(2) WEST SUSSEX COUNTY COUNCIL

and

(3) NORTHGATE STRATEGIC LAND LIMITED

and

(4) BILLINGWOOD LIMITED

and

(5) HANDELSBANKEN PLC

Deed of Variation made pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 and all other enabling powers
relating to Land at Hilland House, New Road, Billinghurst, West Sussex, RH14 9AA

Application reference: DC/24/0749 and S106/25/0038

Appeal/Permission reference: APP/Z3825/W/25/3361285

THIS DEED is made this 22nd **day of** January **2026**

BETWEEN:

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

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ **(the "County Council")**

(3) **NORTHGATE STRATEGIC LAND LIMITED (Company No: 13679671)** of 6 Northgate, Chichester, West Sussex, PO19 1BA. **(the "First Owner")**

(4) **BILLINGWOOD LIMITED (Company No. 15108529)** of 6 Northgate, Chichester, West Sussex, PO19 1BA (**the "Second Owner"**)

(5) **HANDELSBANKEN PLC** a company incorporated in England and Wales with company number 11305395 and whose registered office is at 25 Basinghall Street, London, EC2V 5HAand whose address for service is situated at The Orangery, 40 North Street, Chichester, West Sussex, PO19 1LX **(the "Mortgagee")**

Together, **"the Parties to this Deed".**

WHEREAS:

1. The First Owner is the registered proprietor of the freehold interest in that part of the Application Site (as originally defined under the Principal Deed) which is registered at the Land Registry under title number WSX439707.

2. The Mortgagee has a legal charge dated 31st March 2023 over the First Owner's land registered under title number WSX439707 which is noted at paragraphs 3 and 4 of the Proprietorship Register and paragraphs 1, 2 and 3 of the Charges Register and enters into this deed to consent to the variations set out herein.

3. The Second Owner is the registered proprietor of the freehold interest in that part of the Application Site which is registered at the Land Registry under title number WSX197935 which comprises part of the Application Site (both as defined under the Principal Deed and as varied herein).

4. Following completion of the Principal Deed and the conclusion of the Appeal the Planning Permission was granted by the Secretary of State on 8th July 2025.

5. The Application Site as defined within the Principal Deed contains a property which (along with its gardens) is to be retained and is shown marked "Retained Hilland House and Gardens" and hatched green on the Land Use Parameter Plan ref DLA 2247 Rev PL01 which is appended to the Principal Deed at Schedule 1.

6. It is agreed by the Parties that the planning obligations, as set out within the Principal Deed, do not need to be and should not be enforceable against an owner of the retained Hilland House and gardens who has no interest in the remainder of the Application Site.

7. The Parties to this Deed therefore agree to vary the Principal Deed as set out in this Deed of Variation with the intention that the Principal Deed will apply to Development as amended by this Deed of Variation and that the Application Site (for the purposes of the Principal Deed and against which the obligations within the Principal Deed are enforceable) shall from the date hereof exclude the retained Hilland House and gardens.

8. The Council is the local planning authority for the purposes of the Act for the area in which the Application Site is situated and entitled to enforce the planning obligations under the Principal Deed.

9. The County Council is a local planning authority and is also the local highway authority responsible for highways and transport infrastructure in the area in which the Application Site is situated and is therefore the party entitled to enforce those obligations relating to highways, transport and rights of way matters under the Principal Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINTIONS AND INTERPRETATION**

1.1 For the purposes of this Deed (including for the avoidance of doubt the recitals above) the definitions set out in the Principal Deed will apply unless the context requires otherwise and in addition the following additional expressions shall have the following meanings which shall take precedence in the event of a conflict:

"Deed"	means this deed of variation made pursuant to s.106A of the 1990 Act (as amended);
"Principal Deed"	means the Agreement (appended hereto at Appendix 2) dated 16th June 2025 entered into pursuant to section 106 of the 1990 Act by (1) the First Owner (2) the Second Owner (3) the Mortgagee (4) the County Council and (5) the District Council;

"Planning Permission"	means the outline planning permission for the Development granted by the Secretary of State on 8th July 2025 under appeal reference number APP/23825/W/25/3361285 (original application reference DC/24/0749);
"Owners"	means the First Owner and Second Owner together.

1.2 The provisions of the Principal Deed shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

1.3 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2. LEGAL BASIS AND EFFECT

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

3. STATUTORY FUNCTIONS

Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the District Council or County Council in the exercise of their functions as local planning authority or under any public or private statute bylaw or regulation.

4. VARIATION TO THE PRINCIPAL DEED

4.1 The Parties agree that the Principal Deed shall be varied as set out in the Schedule to this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Deed have not been discharged).

4.2 This Deed shall be read in conjunction with the Principal Deed.

5. LEGAL COSTS

5.1 Upon completion of this Deed the First Owner will pay the District Council's reasonable and properly incurred legal costs (no VAT) incurred in the preparation and completion of this Deed.

5.2 Upon completion of this Deed the First Owner will pay the County Council's reasonable and properly incurred legal costs (no VAT) incurred in the preparation and completion of this Deed.

6. **GENERAL**

6.1 This Deed is a Local Land Charge and may be registered as such by the District Council in the Local Land Charges Register provided that if the Planning Permission expires unimplemented, or is revoked, or if all obligations under this Deed have been discharged then the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 or any statutory re-enactment thereof and the registration shall be cancelled.

6.2 The District Council and the County Council agree that in the event that the Principal Deed has already been registered as a local land charge against the Application Site (as previously defined under the Principal Deed) they will, upon request, consent to and cooperate with the Owners to secure the removal or cancellation of any local land charges entry relating to the Principal Deed in relation to the land removed from the Application Site by virtue of this Deed of Variation.

6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7. **MORTGAGEE'S CONSENT**

7.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent and that the Application Site shall continue to be bound by the obligations contained in the Principal Deed as varied by this Deed PROVIDED THAT The Parties hereby agree that the obligations contained in the Principal Deed shall not be enforceable against the Mortgagee unless it takes possession of the Application Site in which case it will be bound by the obligations as if it were a person deriving title from the First Owner

8. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9. **DECLARATION**

Other than as varied by this Deed the Principal Deed shall continue in full force and effect. Further:

(i) Except as far as varied by this Deed the words and expressions defined in the Principal Deed shall bear the same meaning in this Deed;

(ii) This Deed varies and shall be construed in connection with and supplemental to the Principal Deed and any necessary amendments to the Principal Deed to give effect to such variation shall be deemed to have been made; and

(iii) Nothing in this Deed affects the District Council's or County Council's powers in respect of any antecedent breach or omission in relation to the Principal Deed.

10. **COMMENCEMENT**

For the avoidance of doubt the provisions of this Deed shall not have any effect until this document has been dated.

11. **GOVERNING LAW**

This Deed is governed by and interpreted in accordance with the laws of England and Wales.

SCHEDULE

VARIATIONS TO THE PRINCIPAL DEED

The Principal Deed shall be varied as follows:

1) The following existing definitions at **clause 3 (Definitions)** are to be **DELETED** and **REPLACED** with the following:

"Application Site"	*means all those parts of the land at Hilland House, New Road, Billingshurst, West Sussex that are registered at HM Land Registry under title numbers WSX439707 and WSX197935 as are situated within the land shown edged red on the Application Site Plan*
"Application Site Plan"	*means drawing 2198 DLA DR L 48 SO2 dated September 2025, labelled "S106 Boundary" and appended to the Deed of Variation*

2) The following new definition is be added at **clause 3 (Definitions)** in after the definition of "**Commencement Notice**":

"Deed of Variation"	*means the deed of variation made between (1) HORSHAM DISTRICT COUNCIL (2) WEST SUSSEX COUNTY COUNCIL (3) NORTHGATE PROPERTIES LIMITED (4) BILLINGWOOD LIMITED and (5) HANDELSBANKEN PLC dated*

3) The existing **paragraph 1 of Schedule 1** to the Principal Deed shall be **DELETED** and shall be **REPLACED** with the following new paragraph 1:

1. *Application Site Plan – Reference number 2198 DLA DR L 48 SO2 (dated September 2025) and labelled "S106 Boundary" as appended to the Deed of Variation.*

4) The plan appended hereto at **Appendix 1** shall from the date hereof be substituted for and replace the plan previous appended as **plan 1 at Schedule 1 to the Principal Deed**.

IN WITNESS whereof the Parties hereto have executed this Deed as a deed the day and year first before written.

EXECUTED as a **DEED** by

NORTHGATE STRATEGIC LAND LIMITED

acti[redacted]ence of a witness

.... Signature (Director)

[redacted]SEPH GODFREY

In th[redacted]

Witness Signature [redacted])

Print name CAROLINE KIMBELL)

Witness Address 7 LEANDER RD, BOSHAM PO18 8QS)

Witness Occupation ACCOUNTANT)

EXECUTED as a **DEED** by

BILLINGWOOD LIMITED

act[redacted]in the presence of a witness

.... Signature (Director)

JOSEPH GODFREY

In t[redacted]

Witness Signature [redacted])

Print name CAROLINE KIMBELL)

Witness Address 7 LEANDER RD, BOSHAM PO18 8QS)

Witness Occupation ACCOUNTANT)

Executed as a deed by **BRETT CHARLES** Branch Manager and **CHANTAL SUTTON** Corporate Banking Manager as attorneys for [redacted]

.....

.....

as attorney for Handelsbanken plc

[redacted]

JAMES ELWOOD

Name of witness (IN BLOCK CAPITALS)

40 NORTH STREET, CHICHESTER, PO19 1LX

Address of witness

CORPORATE BANKING MANAGER

Occupation of witness

JAMES ELWOOD

Name of witness (IN BLOCK CAPITALS)

40 NORTH STREET, CHICHESTER, PO19 1LX

Address of witness

CORPORATE BANKING MANAGER.

Occupation of witness

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of:

[redacted]

Authorised Officer

34484 15/6/7/8/2026

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

[redacted]

Authorised Officer

18162 x5

APPENDIX 1
NEW APPLICATION SITE PLAN



S106 Boundary

[redacted]

[redacted]

[redacted]

[redacted]

Boundary\DLA 2196 LR 002 - S106 Boundary.dwg

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CLIENT Northgate Properties

PROJECT Hilland House

TITLE S106 Boundary

STATUS Sketch

Project	Origin	Volume	Level	Type	Group	Number	Rev
2196	DLA	XX	XXX	DR	L	48	S02

Job Number 2196 Date June 2023 Scale 1:2500 Sheet A4

DAVIES LANDSCAPE ARCHITECTS

Suite F1, Strand House, Russell Street, Stroud, Gloucestershire, GL5 3AN
w www.dla.co.uk e info@dla.co.uk t 01453 760350

APPENDIX 2

THE PRINCIPAL DEED

(1) NORTHGATE STRATEGIC LAND LIMITED

(2) BILLINGWOOD LIMITED

(3) HANDELSBANKEN PLC

(4) WEST SUSSEX COUNTY COUNCIL

(5) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land at Hilland House, New Road, Billingshurst, West Sussex RH14 9AA

Registered at HM Land Registry as
Land at Hilland House, New Road, Billingshurst, West Sussex RH14 9AA
and
Land lying to the south of New Road, Billingshurst, West Sussex

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

Legal ref: CB/12058
Planning ref: DC/24/0749
Appeal ref: APP/Z3825/W/25/3361285

THIS AGREEMENT is made as a deed and dated 16th June 2025

Between:

(1) **NORTHGATE STRATEGIC LAND LIMITED** (Co. Regn No. 13679671) whose registered office is at 6 Northgate, Chichester, West Sussex PO19 1BA **("the First Owner")**;

(2) **BILLINGWOOD LIMITED** (Co. Regn No. 15108529) whose registered office is at 6 Northgate, Chichester, West Sussex PO19 1BA **("the Second Owner")**;

(3) **HANDELSBANKEN PLC** a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London, E1W 1WY and whose address for service is situated at The Orangery, 40 North Street, Chichester, West Sussex, PO19 1LX **("the Mortgagee");**

(4) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ **("the County Council")**;

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The District Council is the local planning authority as defined in the 1990 Act for the area within which the Application Site is situated, for section 106 of the 1990 Act for the purposes of this Agreement and is entitled to enforce the planning obligations it contains. It is also the local housing authority for the purposes of this agreement.

1.2 The County Council is the Highway Authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.

1.3 The First Owner is the registered proprietor with Freehold Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX439707 being land at Hilland House, New Road, Billingshurst, West Sussex RH14 9AA.

1.4 The Second Owner is the registered proprietor with Freehold Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX197935 being Land lying to the south of New Road, Billingshurst.

1.5 The Mortgagee has the benefit of a charge dated 31 March 2023 that is registered at HM Land Registry against title number WSX439707 at paragraphs 3 and 4 of the Proprietorship Register and paragraphs 1, 2 and 3 of the Charges Register.

1.6 The District Council received and validated the Application on 14 May 2024.

1.7 The District Council refused to grant planning permission in a decision notice dated 19 December 2024 following a resolution of the Members of the Council's Planning Committee (South) at a meeting held on 17 December 2024.

1.8 The Appeal was submitted to the Secretary of State on 25 February 2025 and will be determined by a Planning Inspector.

1.9 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.

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 2010 Regulations 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 District 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:

"1980 Act"	the Highways Act 1980 (as amended).
"1990 Act"	the Town and Country Planning Act 1990 (as amended).
"2010 Regulations"	the Community Infrastructure Levy Regulations 2010 (as amended).
"Appeal"	the planning appeal made by the Appellant to the Secretary of State against the District Council's refusal to grant planning permission pursuant to the Application to be determined by a Planning Inspector and assigned reference APP/Z3825/W/25/3361285.
"Appeal Decision"	the decision by the Secretary of State or the Planning Inspector appointed by the Secretary of State to determine the Appeal.
"Application"	the application ascribed reference number DC/24/0749 and described as: "Outline Application for redevelopment of the site to provide up to 125 dwellings, ancillary parking new landscaping and open space, an ecological and woodland park together with associated works and landscaping with all matters reserved except access".
"Application Site"	all those parts of the land at Hilland House, New Road, Billingshurst, West Sussex that are registered at HM Land Registry under title number WSX439707 described as Hilland, New Road, Billingshurst,

	West Sussex RH14 9AA and under title number WSX197935 described as Land lying to the south of New Road, Billingshurst as situated within the land shown edged red on the Application Site Plan.
"Application Site Plan"	the plan of the Application Site entitled "Red Line Application Boundary" with referenced: Project 2198 Origin DLA Type DR Discip L Number 30 Rev P01 dated Apr 2024 at Schedule 1 of this Agreement.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the 1990 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 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.
"Development	the development of the Application Site pursuant to the Planning Permission.
"First Occupation"	the occasion on a Housing Unit provided as part of the Development is Occupied for the first time and **"First Occupy"** and **"First Occupied"** shall be construed accordingly.
"First Occupation Date"	the date on which the Development is first Occupied.
"First Occupation Notice"	the written notice confirming the First Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Head of Development and Building Control"	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
"Housing Unit"	a residential dwelling constructed on the Application Site to form part of the Development.
"Indexed"	the quantum by which a contribution payable under this shall increase from the date of grant of the Planning Permission to the date it is paid in full, proportionate to the increase in the All in Tender Price Index published annually by the Building Costs Information Service of the Royal Institute of Chartered Surveyors in accordance with the following formula: A = B x C/D (where C/D) is equal to or greater than 1 <u>Where:</u> A is the adjusted contribution payable B is the contribution amount cited in this Agreement prior to adjustment. C is the BCIS Index for the quarter preceding the date of payment

	D is the BCIS Index for the quarter preceding the date of this Agreement.
"Monitoring Fees (District Council)"	Fees totalling **£2,200 (two thousand two hundred pounds)** for monitoring obligations in the Agreement (including £1,000 (one thousand pounds) for Open Space Monitoring) to be paid to the District Council in accordance with clause 8 of this Agreement.
"Occupation"	occupation for any purpose for which the Planning Permission has been granted by the District 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.
"Owners"	together the First Owner and the Second Owner.
"Planning Inspector"	the Planning Inspector appointed by the Secretary of State to determine the Appeal.
"Planning Permission"	planning permission to be granted by the Secretary of State on Appeal pursuant to the Planning Application.
"Practical Completion"	the completion of the Development or any part of if such that it is Fully Serviced and ready for Occupation and for the avoidance of doubt shall not include minor snagging works and **"Practically Complete"** shall be construed accordingly.
"Practical Completion Certificate"	a certificate to be issued by the Owners' architect confirming that the Development or any part of it (as specified) is Practically Complete.
"Secretary of State"	the Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time).
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the 1990 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 1990 Act.
"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 1990 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 2 to 6 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

5.2 This Deed shall cease to have effect if in determining the Appeal, the Secretary of State or the Inspector expressly states in the Appeal Decision that all of the planning obligations in this Deed do not comply with Regulation 122 of the 2010 Regulations.

5.3 If in determining the Appeal, the Secretary of State or the Inspector expressly states in the Appeal Decision that any individual planning obligation within this Deed does not comply with Regulation 122 of the 2010 Regulations or is immaterial to the grant of Planning Permission and that no weight should be given to it in reaching its decision then that/ those obligations(s) will cease to have effect and shall be void for the

purposes of this Deed provided that the remaining clauses and obligations shall remain in full force and effect.

6. COVENANTS

6.1 Subject to clause 5.1 – 5.3 (inclusive):

6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained herein and in Schedules 2, 4 and 5 of this Agreement in accordance with the requirements and timescales set out;

6.1.2 The Owners covenant with the District Council that the Development and use of the Application Site shall be in strict accordance with this Agreement.

6.1.3 The Owners covenant with the County Council to comply fully with and to perform the obligations contained herein an in Schedule 6 of this Agreement in accordance with the requirements and timescales set out therein.

7. NOTICES

7.1 The Owners covenant with the District Council and the County Council as follows:

7.1.1 to give the Commencement Notice to the District Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

7.1.2 to give the First Occupation Notice to the District Council not less than 10 (ten) Working Days before the anticipated First Occupation Date.

and the Owners agree that no time shall run to the detriment of the Council or the County Council if and so long as the Owners have failed to serve notice.

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 District Council shall be entitled in its absolute discretion to determine the Commencement Date and First Occupation Date and shall give notice to the Owners of the District 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 District Council, the relevant party shall address any notice to the Head of Development and Building Control of the District 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 shall pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement, whether or not it is completed and/ or Planning Permission is granted.

8.2 The Owners shall pay the Monitoring Fee (District Council) to the District Council for monitoring the planning obligations contained herein within 20 Working Days of grant of the Planning Permission.

8.3 The Owners shall pay on or before the date hereof the County Council's reasonable legal costs incurred in preparing and entering into this Agreement, whether or not it is completed and/ or Planning Permission is granted.

9. CHARGEE'S/ MORGAGEE'S CONSENT/ LIABILITY

9.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent but that the 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 in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owners.

9.2 Any future chargee/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 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 agree that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the 1990 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 District Council in accordance with section 106 of the 1990 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 District 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 District Council to exercise any act, right or remedy shall not be construed as a 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 District 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 agree 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 District 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 to be reproduced by the District 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 any has not already been complied with) if the Appeal

is dismissed or 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 their 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 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.

10.14 References to the Application Site include any part of it.

10.15 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.

10.16 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.

10.17 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:

10.17.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

10.17.2 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.

10.17.3 nothing in this clause shall fetter the discretion of the District 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:

10.17.4 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

10.17.5 the District 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 District Council (acting reasonably) considers it desirable to do so.

10.18 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, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual Housing Units constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

10.19 For the avoidance of doubt no obligations herein shall be binding on any Management Company which has taken a transfer of the Open Space Amenity Areas or BNG Site following their completion pursuant to this Agreement but has no legal interest in any

Dwelling Units within the Development save for the obligations within Schedule 4 and 5 relating to the ongoing management, maintenance and use of said areas.

10.20 Where the written agreement or approval of the District Council or the County Council is required in respect of any scheme, details or matter pursuant to this Agreement then such agreement or approval shall not be unreasonably withheld or delayed.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owners and the District Council concerning this Agreement 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 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 4 of Schedule 5 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management ("Expert").

11.4 Any expert appointed pursuant to clauses 11.2 or 11.3 shall:

11.4.1 on his appointment serve written notice thereof on the parties in dispute;

11.4.2 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;

11.4.3 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;

11.4.4 have an unfettered discretion to determine the reference to him;

11.4.5 serve notice of his determination as soon as he has made it;

11.4.6 give full and clear reasons for his decision; and

11.4.7 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.

11.5 The provisions of this clause shall not affect the ability of the District 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 and the Mortgagee has any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in ownership of the Application Site (or any part of it), 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 purchased by reference to a plan PROVIDED THAT this clause shall not apply to the Disposal of an individual Housing Unit nor shall it apply to the Disposal of any part of the Land to any statutory undertakers for electricity substations, gas governor stations, or pumping stations, or the provision of other infrastructure as may be required to fulfil their statutory functions.

13. INTEREST

13.1 If any sum or amount has not been paid to the Council or County Council by the date it is due, the Owners shall pay the Council or (as applicable) County Council interest on that amount from the date payment is due until the date of actual payment at a rate equivalent to 4% (four percent) above the Bank of England base rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

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

EX[redacted]

NO
act

....[redacted]Signature (Director)

In t

Wi[redacted])
Print name OLIVER SHAW)
Witness Address MONDAYS HOUSE, FARM)
RD, PO20 8JT.
Witness Occupation ASSOCIATE DIRECTOR)

EX[redacted]

Bl
ac
wi

...[redacted]ignature (Director)

In

Witness Sig[redacted])
Print name OLIVER SHAW)
Witness Address MONDAYS HOUSE, FARM RD)
PO20 8JT
Witness Occupation ASSOCIATE DIRECTOR)

Executed as a deed by BRETT CHARLES
Branch Manager and CHANTAL SUTTON
[redacted]orneys

[redacted]

[redacted]

[redacted]

[redacted]

LEE DOUBLE

Name of witness (IN BLOCK CAPITALS)
THE ORANGERY
40 NORTH STREET
CHICHESTER PO19 1LX
Address of witness

PRIVATE BANKING MANAGER
Occupation of witness

LEE DOUBLE

Name of witness (IN BLOCK CAPITALS)
THE ORANGERY
40 NORTH STREET
CHICHESTER PO19 1LX
Address of witness

PRIVATE BANKING MANAGER
Occupation of witness

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL

[redacted]

Authorised Officer

30773/4/5/6/7/8/9/10/11

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

[redacted]

Authorised Officer

18053 X5

SCHEDULE 1

Plans

1. Application Site Plan entitled "Red Line Application Boundary" referenced: Project 2198 Origin DLA Type DR Discip L Number 30 Rev P01 dated Apr 2024.

2. Open Amenity Space Plan entitled "Land Use Parameter Plan" referenced: DLA 2247 Revision PL01 dated 22.05.2024.

3. Public Rights of Way Plan entitled "S106 Footpaths" referenced: Project 2198 Origin DLA Type DR Discip L Number 44 Revision P01 dated Apr 2025.


S106 Boundary
Outside Application Boundary:
FP1942 - Surfaced
FP1942 - Unsurfaced
Permissive Cycle/
Footpath - Surfaced
Inside Application Boundary:
Nortigate Properties
Hilland House
S106 Footpaths
PLANNING
DAVIES LANDSCAPE
ARCHITECTS
SCALE 1:2,500

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

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

"Affordable Housing"	affordable housing comprising Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development AND such other matters as the District Council may require (acting reasonably); **AND** c) such other matters as the District Council may require (acting reasonably).
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) who is on the District Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Owners and approved by the District Council; OR b) an unregistered provider of affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;
"Affordable Housing Tenure Mix"	a tenure mix of 70% Rented Units and 30% Shared Ownership Units, or such other mix of Affordable Housing Units as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	43% (forty three percent) of the total Housing Units to be provided as part of the Development of which the Affordable Rented Units and

	the Shared Ownership Units are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule 2.
"Affordable Rent"	In relation to initial lets only, chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance that may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location calculated using the Royal Institute of Chartered Surveyors approved valuation methods OR the applicable Local Housing Allowance rate for the District Council for the a property of the relevant size and location, whichever is the lower and in relation to subsequent lets means at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"BCIS Index"	means the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify.
"Deed of Nomination Rights"	the District Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.
"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 990 (nine hundred and ninety years and **"Dispose"** shall be construed accordingly.
"First Occupation"	the date on which each Housing Unit is Occupied for the first time.
"Fully Serviced"	where provision of Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, mains water, sewerage and wiring for connection to high-speed broadband are installed and fully functional.
"Head of Development and Building Control"	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
"Head of Housing and Communities"	the District Council's Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new

	affordable homes and regulates registered providers of social housing in England);
"Housing Register and Nominations Policy"	the District Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to any Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words and **"Practically Complete"** shall be construed accordingly.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	a lease which accords with HE's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the District Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or

replaced from time to time at a rent not higher than the national rent regime amount.

"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall be construed as meaning any one of them.

The Owners hereby covenants with the District Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing.

2.2 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the Council from time to time.

2.3 Subject to paragraph 5 not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

2.4 The Owners further covenant that subject to paragraph 5:

2.4.1 the Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent or Social Rent terms, or any other form of low cost rented accommodation (as defined by s.69 of the Housing and Regeneration Act 2008, by way of an assured tenancy complying with the guidance given by HE;

2.4.2 the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

3.1 Prior to Occupation of 25% of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

3.1.1 the disposal of the Affordable Housing Land to an Affordable Housing Provider together with a contract requiring the construction of the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme; OR

3.1.2 the transfer to an Affordable Housing Provider of the Affordable Housing Units, fully serviced and in clean condition and the Affordable Housing Land.

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2, prior to Occupation of 75% (seventy five percent) of the Open Market Units to:

3.2.1 construct and Practically Complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme.

3.2.2 transfer either the freehold title, or a lease for at least 990 (nine hundred and ninety) years on a full repairing and insuring basis, for the Affordable Housing Units to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Deed) and financial charges.

3.2.3 provide the New Homes Build Warranty for each of the Affordable Housing Units to the Affordable Housing Provider.

3.3 not to Occupy or allow Occupation of more than 25% of the Open Market Units unless and until the provisions of paragraph 3.1 of this Schedule (including its sub-paragraphs) have been complied with.

3.4 Not to Occupy or allow Occupation of more than 75% of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Within any transfer and/ or lease of any/ all of the Affordable Housing Units to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the Council of a Deed of Nomination Rights in respect of the Rented Units, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the Council) in the form set out in Schedule 3 with the Council's costs to be paid by the Affordable Housing Provider;

3.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 3.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

3.7 In the event that no agreement for the transfer the Affordable Housing Land and/ or Affordable Housing Units (as required by paragraph 3.1) has been reached at the expiration period of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 3.1 above, to:

3.7.1 serve notice on the Council confirming that no agreement has been entered into;

3.7.2 submit evidence to the Head of Development and Building Control demonstrating the steps taken and explaining why such an agreement could not be entered into with any Affordable Housing Provider.

3.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 3.7.1 of this Schedule EITHER to find an Affordable Housing Provider(s) (as required by paragraph 3.1) with the assistance of the Council AND/ OR to agree an alternative tenure mix by amendment of the Affordable Housing Scheme and in the event that the latter applies and the District Council agrees a revised Affordable Housing Scheme the Owners shall continue to use reasonable endeavours to enter into contract with an Affordable Housing Provider or Affordable Housing Providers in accordance with paragraph 2.1 .as soon as reasonably practicable but for the avoidance of doubt the restriction on occupation of Open Market Units in paragraph 3.3 shall no longer apply.

3.9 That a minimum 10% and a maximum 75% share in each Shared Ownership Unit may be sold to eligible applicants initially and that the rent (excluding service charge) to be charged on the remaining percentage share in the Shared Ownership Units shall not be more than 3% of the capital value of the unsold equity in that particular Shared Ownership Unit.

3.10 Unless otherwise agreed by the Council or directed by HE any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of a Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing within (in order of priority):

3.10.1 the local authority district of Horsham; then

3.10.2 Neighbouring Councils; then

3.10.3 the County of West Sussex; then

3.10.4 the Homes England's East and South-East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent or Social Rent.

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

4.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to an adoptable standard;

4.1.3 all private sewage and drainage pipes, channels and gutters, all mains water and gas pipes and electricity cables (as applicable) serving the Affordable Housing Units shall be constructed, laid, connected, operational and serviceable.

5. EXCLUSIONS

5.1 The obligations contained in this Schedule shall neither be binding on nor enforceable against:

5.1.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing administrator (each a "Receiver") of an Affordable Housing Provider of the Affordable Housing Land and/ or Affordable Housing Provider of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

5.1.1.1 any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;

5.1.1.2 such Appointee Administrator or Receiver shall first have notified the Council and the Head of Housing and Communities that it wishes to exercise its statutory power of sale;

5.1.1.3 for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Housing Units to another Affordable Housing Provider (who shall take subject to the provisions of this Deed) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely

5.1.2 a tenant of an Affordable Rented Unit who has exercised a Right to Acquire;

5.1.3 A tenant of an Affordable Rented Unit who has exercised a Right to Buy;

5.1.4 a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and

5.1.5 any successor in title of any person detailed in Sub-Paragraphs 5.1.2, 5.1.3 and 5.1.4 (above) or their mortgagee or chargee.

SCHEDULE 3

Specimen Deed of Nomination Rights

[AFFORDABLE HOUSING PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

(1) [ ] ("the Affordable Housing Provider"); and

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

1. DEFINITIONS

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

"Affordable Housing"	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and **"Initial Let"** shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous

	period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"Nominee"	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
"S106 Agreement"	the agreement relating to the Application Site and dated [....] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;

"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

2.1. Clause headings shall not affect the interpretation of this Deed.

2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.4. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

2.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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

2.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.8. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

2.9. A reference to writing or written excludes faxes and e-mail.

2.10. A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated from time to time.

2.11. References to clauses are to the clauses of this Deed.

2.12. 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 terms.

2.13. When calculating percentages for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down.

3. ENABLING PROVISIONS

3.1. This Agreement is made pursuant to s.111 of the Local Government Act 1972, s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. NOMINATION PROCEDURE FOR RENTED UNITS

4.1. The parties agree that the following nomination procedures shall apply to the nomination of persons in respect of the Rented Units:

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.

4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the Council in respect of an Initial Let not less than 2 (two) weeks prior to it becoming available for occupation.

Nomination procedures

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice, Void Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3, serve on the Affordable Housing Provider details of a Nominee, which shall:

4.4.1. specify the type of Rented Unit which the Nominee requires and sufficient details of the Nominee's requirements and circumstances to justify their nomination to the particular Rented Unit or type of Rented Unit; and

4.4.2. include any other details that the Affordable Housing Provider may reasonably require from time to time.

4.5. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Affordable Housing Provider shall use its reasonable endeavours to arrange a viewing of the Affordable Housing Unit and make an offer of a Tenancy Agreement to the Nominee ("an Offer").

Failure to let

4.6. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Affordable Housing Provider's Offer, that Nominee shall be deemed to have rejected the Affordable Housing Provider's Offer.

Notices

4.7. The Affordable Housing Provider shall give notice in writing to the Council within 5 (five) Working Days of the occurrence of a Nominee:

4.7.1. failing to view an Affordable Housing Unit within 10 (ten) Working Days of an Offer being made;

4.7.2. failing to accept an Offer within 10 (ten) Working Days of it being made;

4.7.3. being rejected by Affordable Housing Provider in accordance with clause 4.13 and in such cases, the notice shall explain the reasons for the rejection;

4.7.4. accepting an Offer from the Affordable Housing Provider.

4.8. On receipt of a written notice served in accordance with clause 4.7.1, 4.7.2 or 4.7.3, the Council shall serve details of a further Nominee on the Affordable Housing Provider and the parties shall repeat the procedures set out in clauses 4.4 – 4.7 except that:

4.8.1. the 10 (ten) Working Day period referred to in clauses 4.4 – 4 7 shall be reduced to 5 (five) Working Days.

4.8.2. the procedures set out in clauses 4.4 – 4.7 shall only be repeated twice.

4.9. In the event that:

4.9.1. a third Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of an Offer; or

4.9.2. the Council fails to serve details of a Nominee within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3. then, unless clause 4.10 applies

the Affordable Housing Provider shall have the right to make the Initial Let in respect of the Rented Unit to person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

4.11. If a Rented Unit becomes a Void after the Initial Let or the Affordable Housing Provider has reasonable cause to believe it will become a Void:

4.11.1. the Affordable Housing Provider shall serve a Void Notification in respect of that Rented Unit within 5 (five) Working Days of it becoming a Void;

4.11.2. the Affordable Housing Provider shall serve a Void Notice on the Council in respect of that Rented Unit as soon as it is available for re-letting;

4.11.3. the parties shall follow the nomination procedures set out in clauses 4.4 to 4.7. and clauses 4.8 and 4.9 shall apply

unless the Void is an Exempted Void, in which case clause 4.12 shall apply.

Exempted Voids

4.12. Where the Void is an Exempted Void:

4.12.1. if fewer than 75% of the total number of Rented Units have been let, the parties shall follow the procedures set out in clauses 4.4 – 4.7. and clauses 4.8 and 4.9 shall apply;

4.12.2. if 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Affordable Housing Units) have been let, the Affordable Housing Provider shall not be required to follow the procedures set down in clauses 4.4 – 4.7 and the Affordable Housing Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Affordable Housing Units) to persons of its own choosing (subject to the provisions within the S106 Agreement).

Rejecting Nominees

4.13. The Affordable Housing Provider shall have the right to interview and make enquiries about each Nominee and to reject any Nominee if in the opinion of the Affordable Housing Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Affordable Housing Provider's registered rules or its letting criteria and if an Affordable Housing Provider rejects a Nominee in accordance with this clause, the Affordable Housing Provider must serve written notice on the Council in accordance with clause 4.7.3.

4.14. Where the Affordable Housing Provider intends to reject a Nominee in accordance with clause 4.13 and it serves notice of this on the Council in accordance with clause 4.7.3, the Council shall:

4.14.1. within 5 (five) Working Days of receipt of the said notice be entitled to send the Affordable Housing Provider written representations setting out the reason(s) why the Nominee does meet the Affordable Housing Provider's registered rules or its lettings criteria; and

4.14.2. within 5 (five) Working Days of receipt of the Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The Council and the Affordable Housing Provider agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

5. NOTICES

5.1. Any notice served in accordance with this Deed must be in writing and:

5.1.1. delivered by hand; or

5.1.2. sent by pre-paid first class post or next working day delivery service.

5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed,

in the case of the Council to Head of Housing and Communities and, in the case of the Affordable Housing Provider [xxx].

5.3. Any notice given in accordance with clause 5 will be deemed to have been received:

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

5.3.2. if sent by pre-paid first-class post or next working day delivery service, at 9.00am on the second Working Day after posting.

5.4. Any notice given in accordance with this clause 5 will be deemed to have been received:

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

6.1. The Affordable Housing Provider shall ensure that any Affordable Housing Provider to which the Affordable Housing Land and Affordable Housing erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar agreement with the Council.

7. DISPUTES

7.1. Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8. COSTS

8.1. The Affordable Housing Provider agrees with the Council to pay the reasonable and proper legal costs which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

9.1. nothing in this Deed fetters or restricts the exercise by the Council of any of its powers;

9.2. the obligations contained in this Deed are covenants for the purpose of s.33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

10.1. Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority.

11. EXCLUSION CLAUSE

11.1. The provisions of this Deed shall not be binding nor enforceable against any of the following:

11.1.1. Any person who shall exercise a statutory right to buy (including the preserved right to buy) or right to acquire any Rented Unit and their successor in title or chargee;

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided

that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

11.1.3. Any and all successors in title from the persons specified in clauses 11.1 – 11.2 above.

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Schedule 1

Plan

Schedule 2

Rented Unit Details

[Details to depend on the scheme but will typically include address/plot number, type of property (flat/house), no. bedrooms, no. persons property will accommodate, type of tenure (usually affordable rent), location (ground, first floor etc), any other relevant details such as accessibility details, wet rooms etc]

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

SCHEDULE 4

Managed Land

1. DEFINITIONS

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"Estate Charge"	means the perpetual yearly variable estate management charge to be imposed on each Housing Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule 4.
"Managed Land"	the Open Amenity Space which is to be provided as part of the Development and which shall be managed by the Management Company in accordance with this Schedule 4 and the Management Plans (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
"Management Company"	a limited company or company limited by guarantee (or companies) established by the Owners to carry out the long-term management and maintenance of the Open Amenity Space (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Agreement and the Management Plan and: 1) whose objectives shall include: a) setting and collecting the Estate charge; b) ensuring accountability to Occupiers of the Open Market Housing Units; 2) whose constitution will be submitted to and approved by the District Council will facilitate: a) the Owners retaining control of the Management Company until such time it relinquishes that control to the shareholders; and b) this includes any/all subsequent body/bodies that take on this responsibility;
"Management Company Structure Scheme"	a scheme that addresses the following in relation to the Management Company: a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee; b) proposed banking arrangements of the Management Company; c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
"Management Plan"	a detailed written scheme for the ongoing management and maintenance of the Managed Land which shall include (but not be limited to) the following: a) a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the

	Managed Land change); b) arrangements for securing the availability of the Open Amenity Space for unfettered use by the general public. c) arrangements demonstrating full integration of landscape, biodiversity and arboriculture considerations; d) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; e) frequency and standard of maintenance and repair including any unadopted SuDS infrastructure situated therein and any fencing (including acoustic fencing); f) measures to replace any trees shrubs or turf which may die or become diseased; g) standard and standard of maintenance and repair to be achieved or maintained; h) how the Estate Charge will be calculated and collected to ensure that such ongoing maintenance shall be funded at no cost to the Council; i) details of the proposed Management Company; j) the person who shall be the point of contact for anyone wishing to raise issues or complain about the management or maintenance of the Open Space; k) the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Housing Units and members of the public using the Managed Land; l) the process to be followed if the Management Company is found to be in breach of its obligations under this Agreement.
"Open Amenity Space"	land comprising areas of informal amenity green space, retained trees and woodland, proposed landscape buffer, a community orchard and public shared space within the areas shown indicatively shaded and hatched green on the Open Amenity Space Plan the final details and boundaries of which are to be approved pursuant to the Reserved Matters Approval and the approved Management Plan and Open Amenity Space Specification and which are to be provided or maintained as part of the Development;
"Open Amenity Space Plan"	the plan showing the areas within which the Open Amenity Space will be provided entitled "Land Use Parameter Plan" with drawing reference number DLA 2247 Revision PL01 dated 22.05.2024 at Schedule 1 of this Agreement (or any such revision of that plan as may be submitted to and approved in writing by the District Council).
"Open Amenity Space Specification"	the specification provided for the Development for the Open Amenity Space or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Amenity Space • approval of boundaries of any areas or parcels of land to be transferred to the Management Company • details of the layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/hard/linked surface

	paths/impact safety absorbing surfaces) • details of any earthworks, excavations, construction, drainage • details of any fencing or materials, • details and type of any seating • litter bins • signage (type and location); and • a management plan for the long-term future maintenance and management (including a maintenance schedule) and the arrangements for securing the availability of the Open Amenity Space for use by the general public;

2. MANAGED LAND

The Owners hereby covenant with the District Council:

2.1. Prior to Commencement of Development, alongside a reserved matters application, to submit the Open Amenity Space Specification, the Management Plan and the Management Company Structure Scheme to the Head of Development and Building Control for approval.

2.2. Not to Commence Development until the Open Amenity Space Specification, Management Plan and the Management Company Structure Scheme have been approved by the Head of Development and Building Control in writing.

2.3. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 80% (eighty percent) of the Housing Units within the Development until the Owners have:

2.3.1 provided the Open Amenity Space in accordance with the Open Amenity Space Specification such that it is ready for use by members of the public;

2.3.2 submitted written notification of completion of the Open Amenity Space to the Head of Development and Building Control and obtained written confirmation by the Head of Development and Building Control that any approved works to be undertaken in relation to the provision of the Open Amenity Space have been completed; and

2.3.3 immediately upon receipt of the Head of Development and Building Control's written confirmation of completion of the approved works:

2.3.3.1 offered in writing to transfer the Open Amenity Space to the Management Company for £1 upon the contractual terms set out in paragraph 6 of this Schedule and notifying the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.3.3.2 entered into a binding contract for the transfer of the Open Amenity Space for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Owners to maintain the Open Amenity Space PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within seven days of entering a contract and a copy of the binding contract shall be sent with such notice to the District Council.

2.4. The Owners shall use reasonable endeavours to carry out all the works within the timescales referred to in Paragraph2.3.1 above and upon completion of the works notify the Head of Development and Building Control in accordance with paragraph 2.3.2 of this Schedule.

2.5. If, in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works, the Owners covenant to make good any defects in the works prior to the transfer of the Open Amenity Space in accordance with paragraph

2.3.3.2 of this Schedule and the District Council's written confirmation referred to in paragraph 2.3.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owners have complied with its obligation to make good any defects in the works.

2.6. The Owners shall at their own expense continue to maintain and insure the Open Amenity Space, including any equipment such as play equipment thereon, keeping all trees and vegetation at all times clean cultivated and in good heart fed and watered and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, both for the respective applicable maintenance period and for the period until all the Open Amenity Space are transferred in accordance with paragraph 2.3.3.2

2.7. Not to transfer any parcel of land comprising the Open Amenity Space except upon the following terms and conditions unless otherwise agreed between the parties:

2.7.1. title shall be deduced in accordance with the Land Registration Act 2002;

2.7.2. the parcels of land comprising the Open Amenity Space will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Deed and subject also to any easements granted to Statutory Undertakers and purchasers of Housing Units after the date of this Deed and other matters contained and referred to in the epitome of title to the Site;

2.7.3. vacant possession of the parcel of land comprising the Open Amenity Space shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.7.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.2.1 and 2.3.2.2 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owners and the Management Company;

2.7.5. the transfer of the Open Amenity Space to the Management Company shall be subject to a covenant to comply with the following:

2.7.5.1. that the Open Amenity Space shall be made available for the use of the general public and shall only be used for the purposes of public open space as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing Open Amenity Space or is required to be carried out by a statutory undertaker;

2.7.5.2. the Owners and the District Council agreed that when the Open Amenity Space is transferred to the Management Company the Owners shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owners (in this case not including the owners of the Housing Units or the Registered Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

3. MANAGEMENT COMPANY

3.1. The Owners shall not Occupy or permit the First Occupation of any Housing Unit until they have:

3.1.1. set up the Management Company in accordance with the Management Company Structure Scheme;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Housing Unit a covenant by the purchasers of each Housing Unit to pay the Estate Charge as determined by the Management Company for the maintenance of the Open Amenity Space transferred to the Management

Company;

3.2. The Owners shall not sell or otherwise deal with any Housing Unit without imposing a covenant on the purchaser of such Housing unit to pay the Estate Charge as determined by the Management Company towards the costs incurred in maintaining and insuring the Open Amenity Space or parts thereof and any equipment thereon and any ancillary structures;

3.3. The Owners shall immediately upon the sale of the first Housing Unit provide the District Council with copies of the Articles and Memorandum of Association of the Management Company and a copy of the transfer relating to the Housing Unit including the covenants referred to in paragraph 3.1.2 above;

DISTRICT COUNCIL'S OBLIGATIONS

3.4. The District Council shall act fairly reasonably and promptly in relation to the issue of any confirmation pursuant to paragraph 2.3.2 and once the said written confirmation has been issued it shall be regarded by the parties as conclusive evidence that the works in question have been undertaken in accordance with the applicable specification approved as aforesaid.

SCHEDULE 5

Biodiversity Net Gain

With the intention of binding the Application Site and the BNG Site, and for the purpose of allowing Development to be delivered, the Owners covenant with the District Council as follows:

1. DEFINITIONS

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

"BNG Site"	Those parts of the Application Site which will accommodate the BNG requirement for the Development which will be subject to the HMMP (excluding for the avoidance of doubt any private garden areas forming part of Dwelling Units);
"Biodiversity Gain Plan"	the plan in the form (or substantially in the form) published by DEFRA attached at the Appendix of this Agreement, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with this Schedule 5;
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;
"BNG Monitoring Contribution"	the sum of **£4,176.87 (FOUR THOUSAND ONE HUNDRED AND SEVENTY SIX POUNDS AND EIGHTY SEVEN PENCE)** to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owners to the Council pursuant to this Schedule ;
"Breach Notice"	a notice which may be served by the Council on the Owners pursuant to paragraph 3 of this Schedule 5 setting out: a) details of the alleged non-compliance with the HMMP (the **"Breach"**); and b) details of the measures to be taken to remediate the Breach; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 4 of this Schedule;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council;
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owners to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.2 of this Schedule 5;

"DEFRA"	the Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions;
"Habitat Creation and Enhancement Works"	the habitat creation and/ or enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan);
"Habitat Management and Monitoring Plan (HMMP)"	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) The BNG Site Plan; e) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from Practical Completion; and f) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the Council for approval in writing in accordance with this Schedule;
"Natural England"	the public body known as Natural England which acts as the government's advisor for the natural environment in England or any successor body appointed to carry out its functions;

2. BNG MONITORING CONTRIBUTION

2.1. To pay the BNG Monitoring Contribution in full to the District Council within 10 (ten) Working Days of the Commencement Date.

3. BIODIVERSITY GAIN PLAN AND HMMP

3.1. To submit the Biodiversity Gain Plan and the HMMP to the District Council for its approval in writing prior to the Commencement of Development and not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the Council;

3.2. To issue the Completion Date Notice to the District Council within 10 (ten) Working Days of the completion date of the Habitat Creation and Enhancement Works;

3.3. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the Council and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the District Council issues a Certificate of Completion;

3.4. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are completed, retained and maintained from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the Development whichever occurs later;

3.5. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan;

3.6. To notify the District Council of any requested amendment to the HMMP, such notice to include:

3.6.1. the proposed amended HMMP;

3.6.2. a statement of reasons for such amendment; and

3.6.3. confirmation (with reasons) that the amendment would not prejudice:

3.6.3.1. the use or management of the BNG Site in a manner consistent with its function to deliver BNG; and

3.6.3.2. the continued functioning of the BNG Site for BNG.

4. ACCESS FOR INSPECTION

4.1. From the Commencement Date and without charge and on reasonable notice, to allow the Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:

4.1.1. enter onto any part of the BNG Site necessary for monitoring compliance with:

4.1.1.1. the obligations in this Schedule;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owners' control (excluding for the avoidance of doubt any Housing Units or private garden areas associated with the Housing Units) necessary for gaining access to the BNG Site in accordance with paragraph 4.1.1.

5. BREACH NOTICE AND STEP-IN RIGHTS

5.1. To notify the Council within 20 Working Days of service of a Breach Notice whether the Owners accept or dispute the notice;

5.2. Where a Breach Notice is disputed, (or remedial steps are not agreed in accordance with sub-paragraph 5.3):

5.2.1. to include a reasoned response in the notice under paragraph 5.1 and

5.2.2. to request, within 10 Working Days of any time limit in the Breach Notice (or other extended timeframe as agreed with the Council in writing), should the matter be referred for determination by an Expert in accordance with clause 11 of this Agreement;

5.3. Where a Breach Notice is accepted (or the Expert has determined that it is valid):

5.3.1. to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the Council in writing);

5.3.2. to use reasonable endeavours to agree the following with the Council within 20 Working Days of notifying the Council that it accepts the Breach Notice:

5.3.2.1. the steps required to remedy the breach; and

5.3.2.2. any remedial works (if applicable);

5.3.2.3. to remedy the breach within the time period specified in the Breach Notice (or such other period as may be agreed with the Council in accordance with the details agreed under sub-paragraphs 5.3.2.1 and 5.3.2.2.

5.4. To comply with any requirements imposed in connection with a Breach Notice by the Expert within the time limits specified in the Expert's determination.

5.5. Where the Owners have failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the District Council, its agents, and contractors with or without workmen and/ or equipment to enter:

5.5.1. any part of the BNG Site that is necessary for the carrying out the steps set out in the Breach Notice; and

5.5.2. any other land in the Owners' control (excluding for the avoidance of doubt any Housing Units or private garden areas associated with the Housing Units) necessary to access the BNG Site,

PROVIDED THAT reasonable advance notice is given in accordance with this paragraph 5 to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable.

5.6. To pay the District Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 5.5 (including its sub paragraphs) within 20 Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

5.7. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.6 of this Schedule, the District Council shall be entitled to recoup its costs from the Owners or its successors in title and may secure the same by registering a charge or restriction on the title of the BNG Site at HM Land Registry.

6. RESTRICTION ON ALIENATION OF ANY PART OF THE BNG SITE

6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Site, or any part of it, other than to a Management Company set up in accordance with Schedule 4 of this Agreement without first providing a surety, performance bond or similar (to be agreed with the District Council) to guarantee the cost of carrying out the BNG obligations secured by this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council.

6.2. To consent to the entering of the following restriction on the transferee's title to the BNG Site at HM Land Registry following the registration of the transfer to the Management Company and its successors in title 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 title number [INSERT FUTURE TITLE NUMBER FOR BNG SITE] (or any title created out of those titles) or their conveyancer that the provisions of paragraph 6 of Schedule 5 of an Agreement made pursuant to the Town and Country Planning Act 1990 dated [ ] between Northgate Strategic Land Ltd; Billingwood Ltd; Handelsbanken PLC; West Sussex County Council and Horsham District Council have been complied with".

SCHEDULE 6

Highways and Public Rights of Way

The Owners covenant with the County Council and the County Council covenants with the Owners as follows:

1. DEFINITIONS

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"County Council Monitoring Fee"	means the sum of **£1620 (one thousand six hundred and twenty pounds)** Index Linked payable to the County Council for monitoring the delivery and programme of the obligations given to the County Council in this Schedule.
"Definitive Map and Statement"	the legal record recording public rights of way in West Sussex maintained by the County Council.
"Footpath 1942"	section of the footpath ascribed reference Footpath1942 on the Definitive Map and Statement that lies partly within and partly to the south of the Application Site shown on the Public Rights of Way Plan dashed blue and green on a yellow background.
"Footpath 1942 Contribution"	a contribution of **£25,000 (twenty-five thousand pounds)** Index Linked, to be paid (if applicable) by the Owners to the County should the County Council need to seek to obtain any requisite agreement with the landowner for cycle use of the section of Footpath 1942 to the south of the Land shown dashed green on a yellow background on the Public Rights of Way Plan or utilise any of its statutory powers to seek to secure the same in accordance with the provisions of this Schedule.
"Footpath 1942 Works (On-Site)"	means a scheme of footpath surfacing works to re-surface that section of Footpath 1942 as falls within the Application Site and is shown dashed in blue with a yellow background on the Public Rights of Way Plan with a compacted limestone surface to a width up to 3m (or if applicable such lesser width as may be established as the width of the highway) the final details of which shall be agreed between the Owners and the County Council pursuant to the relevant Highways Agreement.
"Footpath 1942 Works (Off-Site)"	means a scheme of footpath surfacing works to re-surface that 75m section of Footpath 1942 to the south of the Application Site shown dashed in green with a yellow background on the Public Rights of Way Plan (or should it be diverted the equivalent diverted section of said path to the south of the Application Site) with a compacted limestone surface to a width up to 3m (or if applicable such lesser width as may be established as the width of the highway) the final details of which shall be agreed between the Owners and the County Council pursuant to the relevant Highways Agreement.
"Highways Agreement"	an agreement with the County Council under sections 25 or s278 of the Highways Act 1980 or such other relevant enabling powers as may be applicable to provide for the carrying out of the Footpath 1942 Works or (as applicable) the dedication of the South-East Permissive Path and the carrying out of the South-East Permissive Path Upgrade Works or the granting of rights for cycle use on any section of Footpath 1942.

"Permissive Path Agreement"	an agreement or agreements between the Owners (or any other relevant freehold owner) and the County Council granting permissive rights (for a minimum of 10 years) for pedestrians and cyclists to use the section of path shown shaded dashed in pink on an orange background on the Public Rights of Way Plan and the section of path shown dashed in purple on an orange background on the Public Rights of Way Plan.
"Public Rights of Way Plan"	the plan entitled "S106 Footpaths" referenced: Project 2198 Origin DLA Type DR Discip L Number 44 Revision P01 dated Apr 2025 at Schedule 1 of this Agreement.
"South-East Permissive Path"	means the path shown dashed in purple on an orange background on the Public Rights of Way Plan
"South-East Permissive Path Upgrade Works"	works required to the South-East Permissive Path to upgrade it to meet the County Council's bridleway standards including resurfacing to be undertaken pursuant to a Highways Agreement if the County Council accept the dedication of the South-East Permissive Path pursuant to paragraph 3.4 of this Schedule.
"Travel Plan"	means the final travel plan for the Development to be submitted to the County Council and approved pursuant to this Schedule which shall substantially accord with the Highgate Transportation Residential Travel Plan dated July 2024 reference number 23163/RTP/02/A.
"Travel Plan Coordinator"	the person appointed to co-ordinate the approved Travel Plan
"Travel Plan Monitoring Fee"	a fee in the sum of **£3,950 (three thousand nine hundred and fifty pounds) exclusive of VAT Index Linked** for monitoring the travel plan obligations in this Agreement to be paid to the County Council in accordance with paragraph 2 of this Schedule 6.

2. TRAVEL PLAN

2.1. Prior to First Occupation of any Housing Unit, to submit a Travel Plan to the County Council for approval and not to Occupy any Housing Unit until the Travel Plan has been approved by the County Council. Thereafter to implement the Travel Plan as approved or as amended (as may be agreed with the County Council in writing) for the duration specified in the Travel Plan.

2.2. Prior to First Occupation of any Housing Unit, to submit the details of the Travel Plan Co-ordinator to the County Council and not to Occupy any Housing Unit until the details of the Travel Plan Co-ordinator have been submitted to the County Council.

2.3. Prior to First Occupation of any Housing Unit to pay the Travel Plan Monitoring Fee to the County Council and not to Occupy any Housing Unit until the Travel Plan Monitoring Fee has been paid in full to the County Council.

3. FOOTPATH 1942 WORKS & PERMISSIVE PATHS

RB

3.1. Prior to Occupation of ~~50% (fifty percent)~~ any of the Housing Units and with the consent of the County Council to:

3.1.1. complete the Footpath 1942 Works (On-Site) to the satisfaction of the County Council and enter into any requisite Highways Agreement to allow cycle usage thereof; AND

3.1.2 complete the Footpath 1942 Works (Off-Site) to the satisfaction of the County Council pursuant to the relevant Highways Agreement; and

3.1.3 procure the relevant landowners agreement to enter into any necessary Highways Agreement to allow cycle usage of the Footpath 1942 Works (Off-Site) OR pay the Footpath 1942 Contribution to the County Council;

PROVIDED THAT the Owners shall only be entitled to pay the Footpath 1942 Contribution if they can demonstrate to reasonable satisfaction of the County Council that they have approached the landowner(s) of Footpath 1942 outside the Application Site and used reasonable endeavours (which for the avoidance of doubt shall not include the payment of any demanded ransom payment) for a period of at least (six) 6 months to obtain the written consent of the said landowner(s) for the upgrade of Footpath 1942 from a footpath to a footpath and cycleway (and the grant or dedication by said landowners of any necessary rights required) but have been unable to do so and PROVIDED FURTHER THAT in the event that prior to the date that the obligation in question falls due for performance the County Council has been able to secure the delivery of the works referred to at paragraphs 3.1.2 above (or works to materially the same effect) and/or the grant of the cycling rights referred to at 3.1.3 through a Highways Agreement or a planning obligation entered into by the relevant landowner in connection with a proposed redevelopment of the land upon which the Footpath 1942 Works (Off-Site) are situated and the County Council confirms in writing to the Owners that either or both obligations are therefore no longer necessary then (as applicable) the obligation at paragraph 3.1.2 and/or paragraph 3.1.3 shall no longer apply.

3.2. Not to Occupy or permit Occupation of more than 50% of the Housing Units within the Development unless and until the Owners have delivered to the County Council an executed copy of the Permissive Path Agreement(s) duly signed by the Owners (or any other freeholders of the paths in question) and with written irrevocable authority for the County Council to complete the same and the Owners have surfaced the South East Permissive Path with a hoggin surface or such other unengineered/natural surface as may be agreed in writing between the Owners and the County Council as meeting the County Council's specification for rural footpaths (reference 14259/1 rev A appended hereto subject to any allowances for no dig zones).

3.3. In respect of the South-East Permissive Path the Owners covenant that at the same time as the Permissive Path Agreement is delivered to the County Council pursuant to paragraph 3.2 above, the Owners shall also serve upon the County Council a written offer to dedicate the South-East Permissive Path (accompanied by a stage 1 road safety audit for the proposed South-East Permissive Path Upgrade Works) as either a bridleway or pedestrian/cycle track with said offer remaining open for acceptance for a period of 6 (six) months.

3.4. In the event that the County Council accepts the offer to dedicate made pursuant to paragraph 3.3 above and enters into the requisite Highways Agreement to secure the dedication of the South-East Permissive Path as highway maintainable at public expense, the Owners covenant to undertake the South-East Permissive Path Upgrade Works within 6 (six) months thereafter in accordance with any details agreed pursuant to the relevant Highways Agreement.

4. County Council Monitoring Fee

4.1 To pay to the County Council the County Council Monitoring Fee within 10 days of the grant of planning permission.

5. County Council Covenants

5.1 The County Council covenants with the Owners that it shall use any contribution received pursuant to this schedule solely for the purposes specified herein.

Appendix 1

DEFRA Biodiversity Gain Plan template

Department
for Environment
Food & Rural Affairs

Biodiversity gain plan

Submit a biodiversity gain plan to show how your development will achieve biodiversity net gain.

When to use this form

A biodiversity gain plan shows how a development will achieve 10% biodiversity net gain (BNG). Submit this form to your local planning authority after they approve your planning application.

Unless your development is exempt, you cannot start the development until the LPA approves your biodiversity gain plan and biodiversity metric calculation tool.

1. Submission details

1.1 Date

For example, 3/11/2023

1.2 Planning application reference number

1.3 Local planning authority (LPA)

1.4 Development site address

If the site does not have an address, enter the OS grid reference.

1.5 Describe the development

Tell us about the proposed development and any changes of use (250 words).

2. Developer details

2.1 Applicant name

2.2 Company name

2.3 Address

2.4 Email address

2.5 Telephone number

2.6 Declaration

By signing this declaration, you confirm that the information you give is complete and correct. Any opinions are your genuine opinions.

2.7 Signature

2.8 Date

3. Responsible person details

Tell us about who is responsible for completing the biodiversity gain plan. For example, a consultancy ecologist or planning agent.

3.1 Name

3.2 Company name

3.3 Address

3.4 Email address

3.5 Telephone number

3.6 Declaration

By signing this declaration, you confirm that the information you give is complete and correct. Any opinions are your genuine opinions.

3.7 Signature

3.8 Date

4. Biodiversity net gain strategy

4.1 Is the relevant date for the pre-development biodiversity value the same date as the planning application?

☐ Yes
☐ No

4.2 If no, what earlier date did you agree with the LPA?

4.3 How have you met the guidance on 'what counts towards your BNG'?

Find out what you can count towards a development's BNG

4.4 How will you avoid or minimise impacts to habitats?

Tell us about the steps you've taken on site, including to avoid or minimise the impact on irreplaceable habitats.

4.5 Did you use your local nature recovery strategy to inform the strategic significance of habitats?

This includes other specified strategies if you do not have a local nature recovery strategy.

☐ Yes
☐ No

4.6 How will you achieve the target net gain percentage?

☐ On-site
☐ Off-site
☐ Both

4.7 Are any of your on-site enhancements considered 'significant'?

Find out what counts as a significant on-site enhancement.

☐ Yes
☐ No

4.8 If yes, tell us about the significant on-site enhancements
Include the appropriate planning condition or how you've secured the habitat.

4.9 How many off-site biodiversity units do you need to meet 10% net gain?

4.10 Explain why you're using off-site biodiversity units
Only answer this question if you're planning to use off-site biodiversity units (250 words).

4.11 Explain why you're planning to use statutory biodiversity credits
Only answer this question if you're planning to use statutory biodiversity credits (250 words).

4.12 Do you have a habitat management and monitoring plan?
☐ Yes
☐ No

4.13 Have you used the statutory biodiversity metric tool?
☐ Yes
☐ No

4.14 Biodiversity metric calculation
Send your biodiversity metric calculation to the LPA and enter the file name.

4.15 Condition assessments
Send your condition assessments to the LPA and enter the file name.

4.16 Pre-development habitat survey report and map
Send your baseline habitat survey report and map to the LPA. Enter the file name.

4.17 Post-development habitat map or landscape plan
Send your post-development habitat survey report and map to the LPA. Enter the file name.

4.18 Have you included an approved habitat degradation in the baseline?
If yes, include the relevant consenting body and reference number.

☐ Yes
☐ No

Consenting body

Reference number

5. Irreplaceable habitats

5.1 Does the development impact any irreplaceable habitats?
If yes, tell us if you've submitted an approved compensation plan.

☐ Yes
☐ No

5.2 Have you submitted an approved compensation plan?

☐ Yes
☐ No

6. On-site habitat enhancements

Answer this section if your development includes on-site habitat enhancements.

6.1 Survey date
For example, 3/11/2023

6.2 Survey constraints
For example, access issues, weather, or seasonal constraints.

6.3 Total pre-development biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

6.4 Total post-development biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

6.5 Total net change in biodiversity units
Enter the number from the headline results in your statutory biodiversity metric calculation.

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

6.6 Will you register and allocate any biodiversity units from your site to other developments?
If yes or provisionally, give details.

☐ Yes
☐ No

6.7 Give details
Tell us about the amount of biodiversity units and the development location (250 words).

7. Off-site habitat enhancements

Answer this section if your development includes off-site habitat enhancements.

7.1 Tell us about the off-site habitat enhancements
Include whether you're delivering the off-site enhancements or buying biodiversity units.

7.2 Biodiversity gain site register reference number

7.3 How have you secured the off-site habitat enhancements?
Tell us about any responsible bodies and whether you've used an S106 or conservation covenant.

7.4 Total baseline biodiversity value
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.5 Total biodiversity value post-intervention
Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.6 Total net change in biodiversity units
Enter the number from the headline results in your statutory biodiversity metric calculation.

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

8. Statutory biodiversity credits

Answer this section if you need to use statutory biodiversity credits.

8.1 Do you need to use statutory biodiversity credits?

☐ Yes
☐ No

8.2 How many statutory biodiversity credits do you need?

Tell us the unit shortfall by tier, including the spatial risk multiplier. Enter the number from the headline results in your statutory biodiversity metric calculation.

A1

A2

A3

A4

A5

H

W

8.3 What evidence is there that no units are available through the market?

Send a message from at least 3 habitat providers, or a search result from online registers.

8.4 Proof of purchase

Send proof of purchase and enter the reference number.

9. Trading summary

9.1 Distinctiveness group

Tell us if you met the BNG trading rules on habitat compensation for each distinctiveness group. If you did not meet the trading rules, tell us if you agreed bespoke habitat compensation.

Check the rules on habitat compensation in the statutory biodiversity metric user guide.

Very high

High

Medium

Low

10. Sharing data (optional)

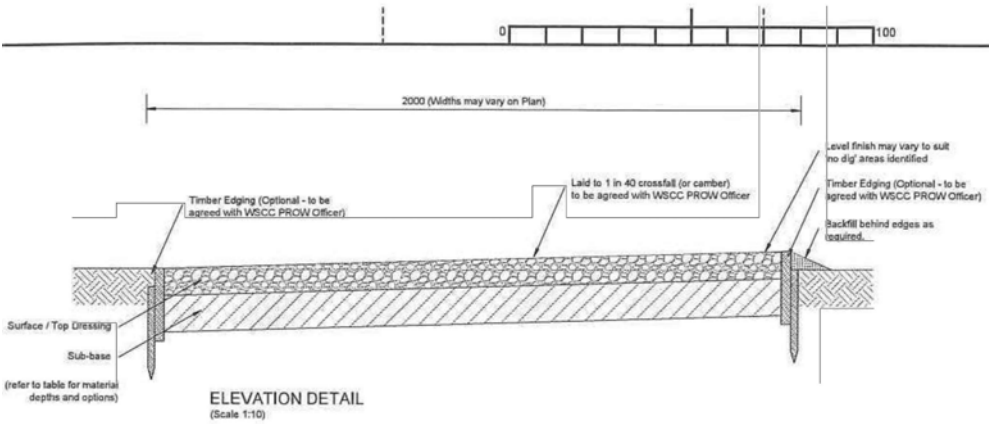
10.1 Can we share your ecological survey data with the Local Environmental Records Centre or other bodies?

☐ Yes

☐ No

Appendix 2

WSCC Drawing reference 14259/1 rev A



ELEVATION DETAIL
(Scale 1:10)

NOTES

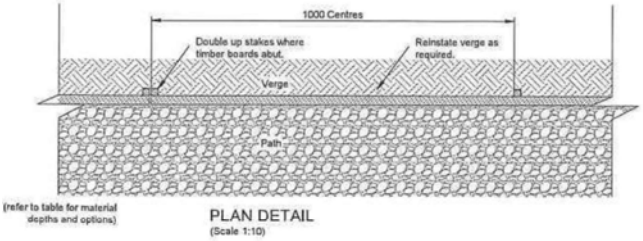
1. Do not scale from this drawing.
2. All dimensions in millimetres unless stated otherwise.
3. All timber shall comply with SHW Clause 304 unless otherwise stated.
4. Actual position of footpath shall be determined on site with WSCC PROW Officer.
5. Where footpath routing is in vicinity of trees, appropriate measures shall be undertaken in accordance with BS 5837 and in consultation with the WSCC Tree Officer.
6. None of the details on this drawing are suitable where 'no dig' construction is required.
7. Ground preparation: remove all existing mud, vegetation and organic matter by machine to enable standing water to drain towards existing and/or proposed drainage ditches, and to expose and leave intact any hard aggregate below. Minimum width specified by WSCC PROW Officer.
9. Footpath to be constructed with 1 in 40 (2.5%) camber (centre high) or crossfall as specified by WSCC PROW Officer to help shed water from surface.
10. Limestone Dust to be rolled a minimum four times. Stabilisation to be encouraged by surface dampening whilst rolling.
11. Comparable clean recycled products containing no glass, metals or plastics may be acceptable for bridleway construction layers, but must be inspected and approved by WSCC before supply to site.

No-dig Zones:

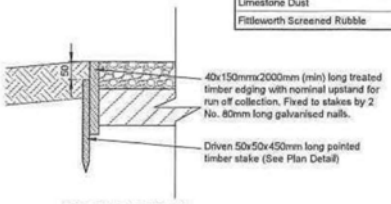
Where it is necessary to provide a footpath within a tree-root protection zone (TPZ), the Designer must comply with the following requirements if using this detail:
(a) no tree roots to be severed
(b) existing soil must not be compacted
(c) construction must allow aeration and run-off
Specialist advice to be sought in conjunction with approvals from the WSCC Tree Officer. Cellweb, or similar approved by WSCC, may be used in accordance with manufacturer's specifications.

FOOTPATH - *Alternative Construction Types*

	OPTION A	OPTION B	OPTION C
Sub-base			
Clean material suitable for use as a sub-base with grading approximately 75mm to dust (e.g. crushed chalk or similar quarried stone)	175-225	175-225	175-225
Surface / Top Dressing			
Type 1 Limestone	100	100	-
Limestone Dust	25	-	-
Fittleworth Screened Rubble	-	-	75



PLAN DETAIL
(Scale 1:10)



EDGING DETAIL
(Scale 1:10)

	Revised Construction	NS	NS	12/01/22
iv	Revision details	Chkd	Appd	Date

awn: DL — For comment
kd: JP — For tender
pd: JP — X — For construction
te: 11/02/2014 — As constructed
e ref:
P Ref:

West Sussex County Council
Infrastructure Group
County Hall,
West Street
Chichester
West Sussex
PO19 1RH
(01243) 642105

west sussex county council

Project Name
Public Rights of Way
Standard Details

Drawing Title
Footpath (Rural)

Original Drawing Size : A3
Scale : As Shown
Dimensions :
Drawing No. 14259/1
Rev A