(1) AFFINITY TRUST LIMITED and AFFINITY NOMINEES LIMITED

(2) A2DOMINION DEVELOPMENTS LIMITED

(3) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land south of Bax Close, Storrington, West Sussex RH20 4HN

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

Legal ref: CB/12758
Planning ref: DC/24/1196
Appeal ref: 6005400

THIS AGREEMENT is made as a deed and dated 3rd July 2026

Between:

(1) **AFFINITY TRUST LIMITED** (UK Regn. No. FC108361) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027879) and **AFFINITY NOMINEES LIMITED** (Reg. No: FC108473) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027976) the registered office for both being 27 Esplanade, St Helier, Jersey, JE2 3QA c/o Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT (re: TW/552384) **("the Legal Owners")**;

(2) **A2DOMINION DEVELOPMENTS LIMITED** (Co. Regn No 05585321) whose registered office is at 113 Uxbridge Road, London W5 5TL **("the Developer")**;

(3) **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 Act for the area within which the Application Site and the BNG Land are situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.

1.2 The Legal Owners are the legal owners of the Application Site and the BNG Land by virtue of their position as Trustees of the Gibson Trust and as such are the registered proprietors with Freehold Title Absolute registered at HM Land Registry under title number WSX240921.

1.3 The District Council received and validated the Application on 7th August 2024.

1.4 Members of the District Council's Planning Committee resolved to refuse the Application on 19th August 2025 and the Council issued a notice refusing planning permission on 22nd August 2025.

1.5 The Developer has appealed to Secretary of State against the Council's refusal to grant planning permission and the Parties have agreed to enter into this Agreement to secure the necessary planning obligations it contains in the event that Planning Permission is granted.

1.6 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.

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

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.

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

2.9 A reference to writing or written excludes fax and DX.

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:

"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	the appeal against the Council's refusal to grant the Application which has been made to the Secretary of State for determination by a Planning Inspector and ascribed reference number 6005400.
"Application"	the planning application for development of the Application Site ascribed reference number DC/24/1196 and described as: "Erection of 30No. residential units with associated landscaping, public open space, earthworks, drainage, access and all other associated infrastructure".
"Application Site"	all that land south of Bax Close, Storrington, West Sussex RH20 4HN shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number A2DO200612 Rev. A made 26.06.24 at Schedule 1 of this Agreement.
"BCIS Index"	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).
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage

	(including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	the date on which the Commencement of the Development occurs.
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Decision Letter"	the letter issued by the Inspector or the Secretary of State determining the Appeal.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"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.
"Indexed/ Index Linked"	the increase in contributions due under this Agreement in line with movements in the BCIS Index in accordance with the formula set out in clause 12.
"Interest"	interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"Monitoring Fees"	fees totalling **£1,600 (ONE THOUSAND SIX HUNDRED POUNDS IN WORDS)** for monitoring obligations in the Agreement 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.
"Occupation Date"	the date on which the Development is first Occupied.
"Owners"	the Legal Owners.
"Planning Inspector"	an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the Act.
"Planning Obligations"	the obligations, conditions and stipulations set out in Schedules 2 – 6 of this Deed and "**Planning Obligation**" shall be construed accordingly.
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor function or a Planning Inspector instructed by him or her.
"Section 73 Consent"	any planning permission granted pursuant to section 73 (or 73B once in force) of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Specified Date"	the date on which an obligation arising under this Agreement is due to be performed.

"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall only come into effect if the Planning Permission is granted pursuant to the Appeal with the exception of clause 8 concerning Costs.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained in this Agreement (including in Schedules 2 and 4, 5, 6 and 7) in accordance with the requirements and timescales set out;

6.1.2 The Owners covenants with the District Council that the Development and use of the Application Site and the Biodiversity Gain Land shall be in strict accordance with this Agreement;

7. NOTICES

7.1 The Owners covenant with the District Council to give to the District Council written notice of the following not less than 5 (five) Working Days before the date specified in each case:

7.1.1 the Commencement Notice prior to the anticipated Commencement Date; and

7.1.2 the Occupation Notice Council prior to the anticipated Occupation Date; and

7.1.3 the Occupation of the 5th Dwelling prior to the anticipated date of Occupation of that Dwelling; and

7.1.4 the Occupation of the 14th Dwelling prior to the anticipated date of Occupation of that Dwelling; and.

7.1.5 the Occupation of the final Dwelling prior to the anticipated date of Occupation of that Dwelling.

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 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 and in the case of the District Council, addressed to the Head of Development and Building Control and either:

7.3.1 Emailed to planning@horsham.gov.uk; or

7.3.2 Posted by first class 'Signed For' delivery to 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; or

7.3.3 Served personally 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

7.4 Any notice, certificate or other communication sent by email in accordance with clause 7.3.1 shall be deemed to have been delivered at the time of despatch if transmitted prior to 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.

7.6 Any notice, certificate or other communication delivered personally in accordance with clause 7.3.3 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 Developer has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement

8.2 The Developer agrees to pay the Monitoring Fees for monitoring the planning obligations contained in this Agreement if the Planning Permission is granted pursuant to the Appeal.

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

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 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.

10.3 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.

10.4 The Owners hereby undertake that:

10.4.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

10.4.2 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

10.4.3 nothing herein contained excludes the liability of any party in relation to fraud.

10.5 The Owners acknowledge that this Agreement will be registered as a local land charge.

10.6 The Developer hereby gives consent for any plan comprising Schedule 1 of this Agreement to be reproduced by the District Council.

10.7 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.

10.8 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation (or relevant part thereof) shall from the date of the Decision Letter cease to have effect and the Owners shall be under no obligation to comply with that Planning Obligation (or relevant part thereof) but the remaining Planning Obligations shall remain in full force and effect.

10.9 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.

10.10 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, before the Commencement of Development, the Planning Permission:

10.10.1 is not granted because the Inspector dismisses the Appeal;

10.10.2 expires; or

10.10.3 is revoked other than at the request of the Owners; or

10.10.4 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.

10.11 The Owners (or any person deriving title to any land bound by this Agreement including the mortgagee) 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 that land or any part of that land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.12 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.

10.13 References to the Application Site and to the BNG Land include any part of it.

10.14 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.

10.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application 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.

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

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

10.16.2 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.

10.16.3 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:

10.16.4 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

10.16.5 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.

10.17 The provisions of this Agreement shall not bind the following:

10.17.1 Purchasers, tenants, occupiers (or their respective mortgagees and chargees) of any individual Dwelling save for the obligations in Schedule 2 and 3 which shall apply to the Affordable Dwellings;

10.17.2 Any statutory undertakers in respect of land held for their operational purposes

and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed;

11. DISPUTE RESOLUTION

11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

11.2 Subject to clause 11.3, 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 Schedule 6 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.

11.4 Any expert appointed pursuant to clause 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. INDEXATION AND INTEREST

12.1 All Indexed/ Index Linked contributions payable to the District Council under this Agreement shall be increased by the application of the following formula:

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

Where:

A	is the amount due on the Specified Date
B	is the amount set out in this Agreement
C	is the BCIS Index for the quarter preceding the Specified Date
D	is the BCIS Index for the quarter preceding the date of this Agreement

12.2 Contributions payable to the District Council under this Agreement are due for payment on the day specified in this Agreement and any payment made after this date, other than with the written consent of the District Council, shall incur additional interest calculated at the Interest Rate.

13. OWNERSHIP

13.1 The Owners warrants that no person has any legal or equitable interest in the land bound by this Agreement other than as set out in this Agreement.

13.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in the ownership of their interest in the land bound by this Agreement other than the purchase of any individual Dwelling, 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 land purchased by reference to a plan.

14. COUNTERPARTS

14.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

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

EXECUTED as a deed by)
AFFINITY NOMINEES LIMITED a)
company incorporated in (Jersey))
who, in accordance with the laws of)
that territory, is acting under the
authority of the company
Signature in the name of the
company

Authorised Signatory

Authorised Signatory

EXECUTED as a deed by)
AFFINITY TRUST LIMITED a)
company incorporated in (Jersey))
who, in accordance with the laws of)
that territory, is acting under the
authority of the company

Signature in the name of the
company

_____

Authorised Signatory

_____

Authorised Signatory

EXECUTED as a deed by)
Affixing the COMMON SEAL of)
A2DOMINION DEVELOPMENTS)
LIMITED in the presence of)

_____

Authorised Signatory

_____

Authorised Signatory

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

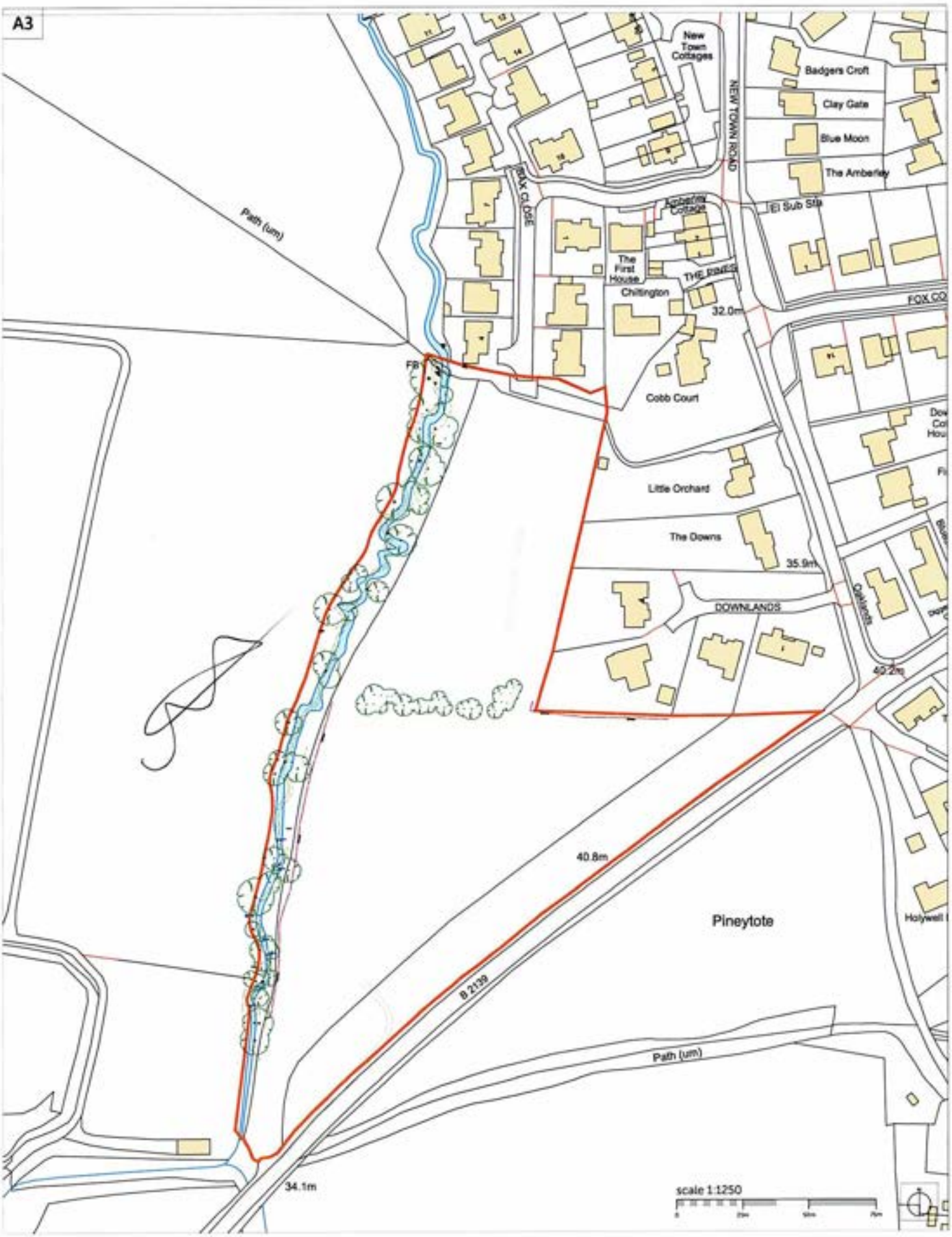
Authorised Officer

18252 x 1 (counterpart)

SCHEDULE 1

Plans

1. Application Site Plan entitled "Site Location Plan" with drawing number A2D0200612 dated 11.03.24 updated by Rev A made 26.06.24.
2. BNG and Reptile Mitigation Land Location Plan entitled "Land at Bax Close, Storrington. Proposed Location" with drawing reference A2DO200612 Drawing number PL.01 Rev P3 dated April 2024.
3. BNG and Reptile Mitigation Land Plan entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.



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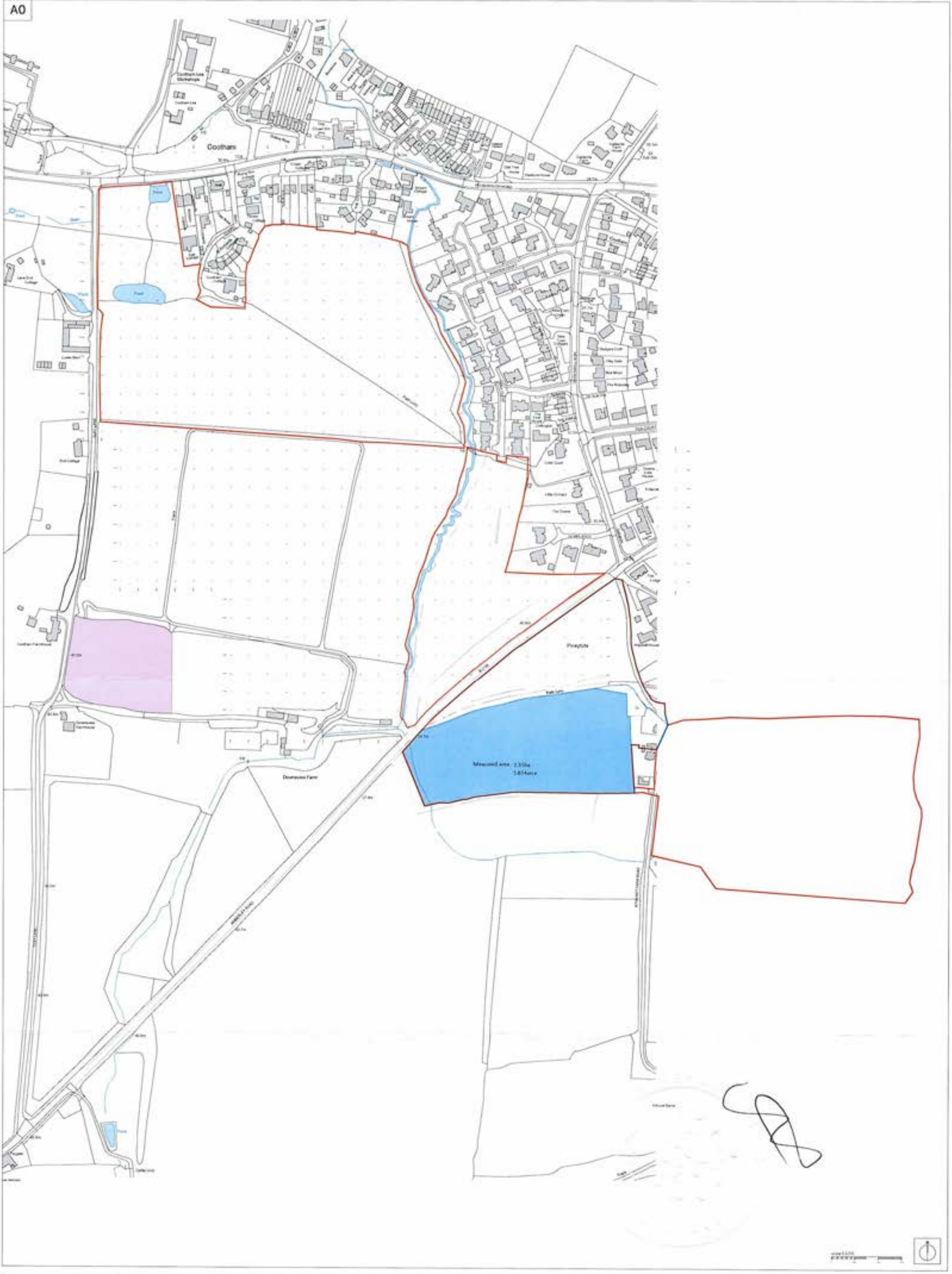
Rev	Description	Date	Au	Ch
A	Planning Issue	26.06.24	AY	DST

Project	Land at Bax Close, Storrington
Drawing	Location Plan
Client	A2 Dominion
Job no.	A2DO200612
Dwg no.	LP.01
Date	11.03.24
Rev	A
Author	WN
Checker	
Scale	1:1250 at A3
Status	PLANNING
Office	Romsey
Client ref.	

thrive. architects

A0



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Rev	Description	Date	By	Ch
10	Preliminary Issue	17.04.24	SJ	
11	Updated to suit comments	13.06.24	KB	
12	Updated to suit comments	24.06.24	MB	

Project	Land at Bax Close, Storrington
Drawing	Proposed Location
Client	ACEGOODWOOD GROUP
Job no.	A22/23/0014
Dwg no.	PL02
Author	PE
Checked	MB
Status	Planning
Date	03.04.24
Revision	P1
Scale	1:1250 at A0
Office	Ramsay

thrive architects



Key:

- The Site
- Reptile Mitigation Area
- Offsite BNG Boundary
- Proposed Mixed scrub (0.0500ha)
- Proposed Other neutral grassland (2.2125ha)
- Retained Mixed scrub (0.0875ha)
- Rural Tree [12]
- Retained Other rivers and streams (0.07km)

0 10 20 30 40 m

aspect ecology

APEM Group

Bax Close, Storrington

Reptile Mitigation Area and Proposed Offsite BNG

6815/BNG2b

A/BG

August 2025

ADB/BG

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 Dwellings"	11 (eleven) of the total Dwellings to be provided as part of the Development in accordance with the Affordable Housing Tenure Mix (unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule) of which the 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.
"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 Dwellings 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 Dwellings to be provided by the Owners which shall (as a minimum) comprise a plan showing: a) the location of the Affordable Housing Land and the Affordable Dwellings, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Dwellings, to ensure inclusive and mixed communities AND b) identifying which (if any) of the Affordable Dwellings 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 c. 70% (seventy percent) Rented Units and c. 30% (thirty percent) Shared Ownership Units to be provided as follows:

Description	Affordable Rented	Shared Ownership
2 bed house	3 (three)	2 (two)
3 bed house	5 (five)	1 (one)
Total	**8 (eight)**	**3 (three)**

or such other mix of Affordable Dwellings as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).

"Affordable Rent"

in relation to first lets only, chargeable rent that is subject to the HE's Rent Standard (April 2026) as expanded on by current Government Guidance 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, whichever is the lower.

"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.

"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 Dwellings 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.

"Dwelling"

a unit for residential occupation to be constructed as part of the Development.

"First Occupation"

the date on which each Dwelling is Occupied for the first time.

"Fully Serviced"

where provision of Dwellings 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"/ "HE"

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 2025)" 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;
"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.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;
"New Homes Build Warranty"	a 10-year insurance policy, to be taken out by the Owners at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time.
"Open Market Dwellings"	all those Dwellings to be constructed on the Application Site which are not Affordable Dwellings.
"Practical Completion"	in relation to a Dwelling, complete save for minor snagging items such that it is reasonably fit for Occupation 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 such that the dwelling is occupied in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.
"Shared Ownership Unit"	the Affordable Dwellings 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 Dwellings 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.
"Wheelchair Accessible"	built in conformity with Part M4(3) Category 2: - Wheelchair user dwellings of Schedule 1 of the Building Regulations 2010 (as amended) and "Approved Document M: Access to and use of buildings, volume 1: - Dwellings", or any amendment, revision or replacement of such document applicable at the time of construction.

The Owners hereby covenant with the District Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the District 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 Dwellings 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 District Council from time to time.

2.3 Subject to paragraph 5 not to Occupy or use the Affordable Dwellings 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 DWELLINGS

3.1 Prior to Occupation of a maximum of 5 (five) of the Open Market Dwellings, 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 Dwellings 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 Dwellings, 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 a maximum of 75% (seventy five percent) of the Open Market Dwellings to:

3.2.1 construct and Practically Complete all the Affordable Dwellings 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 Dwellings 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 Dwellings to the Affordable Housing Provider.

3.3 not to Occupy or allow Occupation of more than 5 (five) of the Open Market Dwellings 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 14 (fourteen) of the Open Market Dwellings 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 Dwellings to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District 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 District Council) in the form set out in Schedule 3 with the District 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 Dwellings 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 Dwellings (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 District 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 District Council AND/ OR to agree an alternative housing 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 Dwellings 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 District 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 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 Dwellings:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Dwellings 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 Dwellings 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 Dwellings 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 or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the Affordable Housing Land and/ or the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver provided always that

5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of Affordable Housing Land and/or the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Land and/ or Affordable Dwellings to another Affordable Housing Provider or to the District Council 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;

5.1.1.2 if such disposal has not been completed within such 3-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Land and/ or the Affordable Dwellings 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 District 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 District 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 District Council from 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 Head of Housing and Communities and approved by the District Council; OR b) an unregistered provider of social 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 Unit"	the Rented Units (as defined in the S106 Agreement) which have been provided pursuant to the S.106 Agreement on the Affordable Housing Land
"Exempted Void	a Void occurring when the District 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 District Council's Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/_data/assets/pdf_file/0007/146779/Housing-Register-Nominations-Policy.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 District 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 District 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 District 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 District 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 District 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 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 District Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the District Council in respect of any Affordable Housing Unit on the Affordable Housing Land to

	notify the District 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 District Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the District Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District Council in accordance with clause 4.7.3, the District 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 District Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the District Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The District 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 District 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 District 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 District Council to pay the reasonable and proper legal costs which the District 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 District 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. Interpretation of this Schedule

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"	the perpetual yearly variable estate management charge to be imposed on each Dwelling to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule.
"Managed Land"	the Open Space and the BNG Land to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and the HMMP as the case may be and in accordance with this Agreement (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 BNG Land and the Open 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, 1. whose objectives shall include: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Dwellings; AND 2. whose constitution shall be submitted to and approved by the District Council and shall a) facilitate the Owners retaining control of the Management Company until such time it relinquishes that control to shareholders (if applicable); and b) include 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 by guarantee; b) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; c) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding

	management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: a) multifunctional green space; b) amenity green space; c) natural/ semi-natural green space; in the locations shown shaded on Open Space Plan to be managed and maintained in accordance with the Management Plan;
"Open Space Management Scheme"	a detailed written scheme for the ongoing management and maintenance of the Open Space which shall: a) include a plan showing the boundaries of the Open Space (such plan may be amended from time to time as the boundaries of the Open Space change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Open Space Specification; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land; h) state details of the proposed Management Company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change;
"Open Space Plan"	the plan of the land to be provided as part of the Open Space Management Scheme showing on which designated areas for specific uses are denoted by coloured shading.
"Open Space Specification"	the specification provided for the Development for the Open 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: a) plans, details, specifications and a timetable for provision of the Open Space b) approval of boundaries of any areas or parcels of land to

	be transferred to the Management Company
	c) details of the layout, landscaping and planting
	d) details for topsoil and seeding
	e) details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces)
	f) details of any earthworks, excavations, construction, drainage
	g) details of any fencing or materials
	h) details and type of any seating
	i) litter bins
	j) signage (type and location); and
	k) 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 Space for use by the general public;

The Owners hereby covenant with the District Council as follows:

2. Managed Land

2.1. Prior to Commencement of Development to:

2.1.1. submit details of the provision of Open Space, including the Open Space Specification and the Open Space Management Scheme, to the District Council for approval and not to Commence the Development the District Council has approved the aforesaid details, including the Open Space Specification and the Open Space Management Scheme in writing.

2.1.2. confirm in writing to the District Council whether they intend to retain the Managed Land or any part of it or transfer it to a Management Company set up in accordance with this Schedule.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 24 (twenty four) of the Dwellings in the Development until the Owners have at their own expense:

2.2.1. provided the Open Space in accordance with the Open Space Specification such that it is ready for use and open to members of the public to access free of charge in perpetuity thereafter;

2.2.2. obtained written confirmation by the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space and have been completed;

2.2.3. immediately upon receipt of the District Council's written confirmation of completion of the approved works and where the Owners have elected not to retain the Managed Land or any part of it in accordance with paragraph 2.1.2 of this Schedule, offered in writing to transfer the Managed Land to the Management Company for £1 upon the contractual terms set out in paragraph 2.5 (including its sub paragraphs) of this Schedule:

2.2.4. notified the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.2.5. entered into a binding contract for the transfer of the Managed Land and the for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Ownersto maintain in accordance with the Open Space Management Scheme or the HMMP as the case may be PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 7 (seven) days of entering a

contract and a copy of the binding contract shall be sent with such notice to the District Council.

2.3. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works, the Owners covenants to make good any such defects prior to the transfer of the Managed Land and the District Council's written confirmation referred to in paragraph 2.2.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner/ Developer has complied with its obligation to make good any defects in the works.

2.4. The Owners shall at its expense continue to maintain and insure the Open Space keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, for the period until the Open Space is transferred together with any remaining Managed Land in accordance with paragraph 2.2 (including its sub paragraphs).

2.5. Not to transfer any parcel of land comprising the Managed Land except upon the following terms and conditions unless otherwise agreed between the parties:

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

2.5.2. the parcels of land comprising the Managed Land 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 Undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;

2.5.3. vacant possession of the parcel of land comprising the Managed Land shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.5.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.3 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owners and the Management Company;

2.5.5. the transfer of the Managed Land to the Management Company shall be subject to a covenant to comply with the following:

2.5.5.1. that the Open 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 children's play facilities or for the maintenance of the Open Space or is required to be carried out by a statutory undertaker;

2.5.5.2. the Owners and the District Council agree that when the Managed Land 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 Dwellings or the Affordable Housing Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.6. That the Open Space shall be maintained at all times to the reasonable satisfaction of the District Council in a clean and safe condition with all grass regularly mown and tree hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under paragraph 1 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. Management Company

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

3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Open Market Unit a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of Open Space and any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement;

3.1.3. agreed not to sell or otherwise deal with any Open Market Unit without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

3.1.4. immediately upon the sale of the first Dwelling to provide the District Council with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the management and maintenance thereafter of the Managed Land AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company Structure Scheme;

3.1.6. on approval of the Management Company Structure Scheme the Owners will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Managed Land.

SCHEDULE 5

Biodiversity Net Gain

The Owner's Covenants to the District Council in relation to the BNG Land

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

1. Interpretation of this Schedule

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

"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
"BNG Land"	together, the Application Site and the offsite land shown shaded blue on the BNG and Reptile Mitigation Land Location Plan and shaded green part edged in red and part edged in blue on the BNG and Reptile Mitigation Land Plan.
"BNG and Reptile Mitigation Land Plan"	the drawing entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.
"the BNG and Reptile Mitigation Land Location Plan"	the drawing entitled "Land at Bax Close, Storrington. Proposed Location" with reference A2DO200612 Drawing number PL.01 Rev P3 dated 03.04.24.
"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 EIGHTY-SEVEN PENCE)** to be used to pay the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the District Council to be paid by the Owners to the District Council pursuant to this Schedule;
"Breach Notice"	a notice which may be served by the District Council on the Owners pursuant to paragraph 5.1 of this Schedule 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 5.2 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 District Council (such confirmation not to be unreasonably delayed or withheld);
"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 District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.3 of this Schedule of this Agreement;
"Habitat Creation and Enhancement Works"	the Habitat Creation and Enhancement Works set out in the HMMP.
"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; d) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; d) 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 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 d) the monitoring methodology in respect of the created or enhanced habitat, to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP;

2. BNG Monitoring Contributions

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;

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);

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

3.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council following receipt of the Completion Date Notice 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;

3.5. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the District Council has issued a Certificate of Completion;

3.6. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are 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;

3.7. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;

3.8. To notify the District Council of any requested amendment to the HMMP, such notice to be accompanied by:

3.8.1. the proposed amended HMMP;

3.8.2. a statement of reasons for such amendment; and

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

3.8.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and

3.8.3.2. the continued functioning of the BNG Land for BNG or any existing Allocation.

4. Access for Inspection

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

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

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land

subject to the District Council providing the Owners with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owners and/or their appointed contractors.

5. Breach Notice and Step-In Rights

5.1. Where the District Council believes that the HMMP has not been complied with, it may serve a Breach Notice on the Owner.

5.2. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owners accepts the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").

5.3. Where a Breach Notice is disputed:

5.3.1. to include a reasoned response in the Breach Response Notice; and

5.3.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and

5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any

remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).

5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

5.6. Where the Owners has 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:

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

5.6.2. any other land in the Owner's control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.

5.7. 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 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

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

6. Restriction on alienation of any part of the Application and BNG Site

6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Land, or any part of it, otherwise than to the Developer, a Management Company or Affordable Housing Provider 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 Schedule of 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 District 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 and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No transfer or lease of the registered estate 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 WSX240921 or a conveyancer that the provisions of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Affinity Trust Limited and Affinity Nominees Limited; 2) A2Dominion Developments Limited; and 3) Horsham District Council dated [ ] have been complied with".

SCHEDULE 6

Reptile Mitigation Land

The Owner covenants with the District Council in relation to the Reptile Mitigation Land

With the intention of binding the Reptile Mitigation Land, and for the purpose of allowing the Development to be delivered, the Owners covenants with the District Council as follows:

1. Interpretation of this Schedule

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

"Remedial Notice"	the notice or notices issued by the District Council requiring the Owner to carry out any works considered (in the absolute reasonable discretion of the Council) to be necessary for the Reptile Mitigation Works to be provided in accordance with the Reptile Mitigation Method Statement.
"Reptile Mitigation Completion Certificate"	the certificate issued by the District Council (not to be unreasonably withheld) once it is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement.
"Reptile Mitigation Works Completion Notice"	a notice served on the District Council indicating that the Reptile Mitigation Works are completed.
"Reptile Mitigation Land"	the land shown edged in red on the BNG and Reptile Mitigation Land Plan.
"Reptile Mitigation Method Statement"	a document setting the Reptile Mitigation Works to be submitted to the District Council in accordance with paragraph 2.1 below, which shall include but not be limited to: - Pre-translocation habitat preparation; - Capture, handling, and translocation procedures; - Timing of works; and - Post-translocation monitoring.
"Reptile Mitigation Works"	such works as set out in the Reptile Mitigation Method Statement to be completed towards the mitigation of the translocation of reptiles from the Application Site.
"Reptile Monitoring Reports"	the monitoring reports to be issued to the District Council as specified in the Reptile Mitigation Method Statement.

2. Reptile Mitigation Method Statement

2.1. To submit the Reptile Mitigation Method Statement to the District Council for its approval in writing prior to the Commencement of the Development.

2.2. Not to Commence Development until the Reptile Mitigation Method Statement has been submitted to and approved by the District Council in writing (such approval not to be unreasonably delayed or withheld).

3. Completion of Reptile Mitigation Works

3.1. Prior to Commencement of Development, to complete the Reptile Mitigation Works in accordance with the approved Reptile Mitigation Method Statement.

3.2. Serve the Reptile Mitigation Completion Notice on the District Council no less than ten (10) Working Days before the actual date of completion of the Reptile Mitigation Works.

3.3. If defects in the Reptile Mitigation Works are identified by the District Council, it shall issue a Remedial Notice accordingly.

3.4. On receipt of the District Council's Remedial Notice, pursuant to the above clause, to complete the specified remedial works as the specified by the District Council timeframes and as soon as reasonably practicable after completion of such remedial works, to issue a further Reptile Mitigation Works Completion Notice and thereafter continue to rectify any defects until the District Council issues a Reptile Mitigation Completion Certificate.

4. Reptile Mitigation Completion Certificate

4.1. Once the District Council is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement, it shall issue the Reptile Mitigation Completion Certificate.

4.2. Not to Commence Development until the District Council has issued the Reptile Mitigation Completion Certificate.

5. Maintenance of Completed Reptile Mitigation Works

5.1. To maintain the Reptile Mitigation Works in accordance with the Reptile Mitigation Method Statement for a period of 30 years from Practical Completion.

SCHEDULE 7

Air Quality Obligations

1. Interpretation of this Schedule

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

"Cycle Equipment Voucher"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers made available to each Eligible Occupier.
"Eligible Occupier"	the first occupier of a Dwelling following Practical Completion of the relevant Dwelling.
"Public Transport Voucher"	a voucher, smartcard or equivalent financial instrument accepted by local bus, rail or other public transport operators and capable of being used towards the cost of travel.
"Voucher Scheme"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers.
"Voucher Value"	the value of £175 per Eligible Occupier not to exceed the sum of £5,250 in total.

The Owners covenants with the District Council:

1. Prior to the Commencement of the Development the Owners shall submit to the District Council, a Voucher Scheme Delivery Plan detailing:
   1.1. the form and method of issuing vouchers;
   1.2. eligible transport operators and cycle equipment suppliers;
   1.3. the arrangements to ensure that each Eligible Occupier is offered a voucher;
   1.4. reporting procedures confirming distribution; and
   1.5. measures to ensure proper use of the Voucher Scheme within the Development.

   and shall not to Occupy or permit Occupation of any Dwelling until the Voucher Scheme Delivery Plan has been approved by the Council.
2. Prior to the Occupation of any Dwelling, the Owners shall make available to each Eligible Occupier either:
   2.1. a Public Transport Voucher to a value not less than the Voucher Value; or
   2.2. a Cycle Equipment Voucher to a value not less than the Voucher Value;
3. Within the first 12 months of Occupation of the final Dwelling, the Owners shall provide to the Council a written statement confirming:
   3.1. the number of vouchers issued;
   3.2. the total Voucher Value provided; and
   3.3. evidence of the distribution to Eligible Occupiers.

(1) AFFINITY TRUST LIMITED and AFFINITY NOMINEES LIMITED

(2) A2DOMINION DEVELOPMENTS LIMITED

(3) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land south of Bax Close, Storrington, West Sussex RH20 4HN

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

Legal ref: CB/12758
Planning ref: DC/24/1196
Appeal ref: 6005400

THIS AGREEMENT is made as a deed and dated 3 July 2026

Between:

(1) **AFFINITY TRUST LIMITED** (UK Regn. No. FC108361) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027879) and **AFFINITY NOMINEES LIMITED** (Reg. No: FC108473) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027976) the registered office for both being 27 Esplanade, St Helier, Jersey, JE2 3QA c/o Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT (re: TW/552384) (**"the Legal Owners"**);

(2) **A2DOMINION DEVELOPMENTS LIMITED** (Co. Regn No 05585321) whose registered office is at 113 Uxbridge Road, London W5 5TL (**"the Developer"**);

(3) **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 Act for the area within which the Application Site and the BNG Land are situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.

1.2 The Legal Owners are the legal owners of the Application Site and the BNG Land by virtue of their position as Trustees of the Gibson Trust and as such are the registered proprietors with Freehold Title Absolute registered at HM Land Registry under title number WSX240921.

1.3 The District Council received and validated the Application on 7th August 2024.

1.4 Members of the District Council's Planning Committee resolved to refuse the Application on 19th August 2025 and the Council issued a notice refusing planning permission on 22nd August 2025.

1.5 The Developer has appealed to Secretary of State against the Council's refusal to grant planning permission and the Parties have agreed to enter into this Agreement to secure the necessary planning obligations it contains in the event that Planning Permission is granted.

1.6 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.

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

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.

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

2.9 A reference to writing or written excludes fax and DX.

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:

"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	the appeal against the Council's refusal to grant the Application which has been made to the Secretary of State for determination by a Planning Inspector and ascribed reference number 6005400.
"Application"	the planning application for development of the Application Site ascribed reference number DC/24/1196 and described as: "Erection of 30No. residential units with associated landscaping, public open space, earthworks, drainage, access and all other associated infrastructure".
"Application Site"	all that land south of Bax Close, Storrington, West Sussex RH20 4HN shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number A2DO200612 Rev. A made 26.06.24 at Schedule 1 of this Agreement.
"BCIS Index"	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).
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage

	(including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	the date on which the Commencement of the Development occurs.
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Decision Letter"	the letter issued by the Inspector or the Secretary of State determining the Appeal.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"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.
"Indexed/ Index Linked"	the increase in contributions due under this Agreement in line with movements in the BCIS Index in accordance with the formula set out in clause 12.
"Interest"	interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"Monitoring Fees"	fees totalling **£1,600 (ONE THOUSAND SIX HUNDRED POUNDS IN WORDS)** for monitoring obligations in the Agreement 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.
"Occupation Date"	the date on which the Development is first Occupied.
"Owners"	the Legal Owners.
"Planning Inspector"	an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the Act.
"Planning Obligations"	the obligations, conditions and stipulations set out in Schedules 2 – 6 of this Deed and "**Planning Obligation**" shall be construed accordingly.
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor function or a Planning Inspector instructed by him or her.
"Section 73 Consent"	any planning permission granted pursuant to section 73 (or 73B once in force) of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Specified Date"	the date on which an obligation arising under this Agreement is due to be performed.

"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall only come into effect if the Planning Permission is granted pursuant to the Appeal with the exception of clause 8 concerning Costs.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained in this Agreement (including in Schedules 2 and 4, 5, 6 and 7) in accordance with the requirements and timescales set out;

6.1.2 The Owners covenants with the District Council that the Development and use of the Application Site and the Biodiversity Gain Land shall be in strict accordance with this Agreement;

7. NOTICES

7.1 The Owners covenant with the District Council to give to the District Council written notice of the following not less than 5 (five) Working Days before the date specified in each case:

7.1.1 the Commencement Notice prior to the anticipated Commencement Date; and

7.1.2 the Occupation Notice Council prior to the anticipated Occupation Date; and

7.1.3 the Occupation of the 5th Dwelling prior to the anticipated date of Occupation of that Dwelling; and

7.1.4 the Occupation of the 14th Dwelling prior to the anticipated date of Occupation of that Dwelling; and.

7.1.5 the Occupation of the final Dwelling prior to the anticipated date of Occupation of that Dwelling.

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 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 and in the case of the District Council, addressed to the Head of Development and Building Control and either:

7.3.1 Emailed to planning@horsham.gov.uk; or

7.3.2 Posted by first class 'Signed For' delivery to 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; or

7.3.3 Served personally 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

7.4 Any notice, certificate or other communication sent by email in accordance with clause 7.3.1 shall be deemed to have been delivered at the time of despatch if transmitted prior to 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.

7.6 Any notice, certificate or other communication delivered personally in accordance with clause 7.3.3 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 Developer has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement

8.2 The Developer agrees to pay the Monitoring Fees for monitoring the planning obligations contained in this Agreement if the Planning Permission is granted pursuant to the Appeal.

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

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 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.

10.3 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.

10.4 The Owners hereby undertake that:

10.4.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

10.4.2 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

10.4.3 nothing herein contained excludes the liability of any party in relation to fraud.

10.5 The Owners acknowledge that this Agreement will be registered as a local land charge.

10.6 The Developer hereby gives consent for any plan comprising Schedule 1 of this Agreement to be reproduced by the District Council.

10.7 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.

10.8 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation (or relevant part thereof) shall from the date of the Decision Letter cease to have effect and the Owners shall be under no obligation to comply with that Planning Obligation (or relevant part thereof) but the remaining Planning Obligations shall remain in full force and effect.

10.9 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.

10.10 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, before the Commencement of Development, the Planning Permission:

10.10.1 is not granted because the Inspector dismisses the Appeal;

10.10.2 expires; or

10.10.3 is revoked other than at the request of the Owners; or

10.10.4 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.

10.11 The Owners (or any person deriving title to any land bound by this Agreement including the mortgagee) 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 that land or any part of that land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.12 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.

10.13 References to the Application Site and to the BNG Land include any part of it.

10.14 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.

10.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application 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.

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

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

10.16.2 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.

10.16.3 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:

10.16.4 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

10.16.5 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.

10.17 The provisions of this Agreement shall not bind the following:

10.17.1 Purchasers, tenants, occupiers (or their respective mortgagees and chargees) of any individual Dwelling save for the obligations in Schedule 2 and 3 which shall apply to the Affordable Dwellings;

10.17.2 Any statutory undertakers in respect of land held for their operational purposes

and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed;

11. DISPUTE RESOLUTION

11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

11.2 Subject to clause 11.3, 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 Schedule 6 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.

11.4 Any expert appointed pursuant to clause 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. INDEXATION AND INTEREST

12.1 All Indexed/ Index Linked contributions payable to the District Council under this Agreement shall be increased by the application of the following formula:

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

Where:

A is the amount due on the Specified Date
B is the amount set out in this Agreement
C is the BCIS Index for the quarter preceding the Specified Date
D is the BCIS Index for the quarter preceding the date of this Agreement

12.2 Contributions payable to the District Council under this Agreement are due for payment on the day specified in this Agreement and any payment made after this date, other than with the written consent of the District Council, shall incur additional interest calculated at the Interest Rate.

13. OWNERSHIP

13.1 The Owners warrants that no person has any legal or equitable interest in the land bound by this Agreement other than as set out in this Agreement.

13.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in the ownership of their interest in the land bound by this Agreement other than the purchase of any individual Dwelling, 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 land purchased by reference to a plan.

14. COUNTERPARTS

14.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

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

EXECUTED as a deed by)
AFFINITY NOMINEES LIMITED a)
company incorporated in (Jersey))
who, in accordance with the laws of)
that territory, is acting under the
authority of the company
Signature in the name of the
company

Authorised Signatory

Authorised Signatory

EXECUTED as a deed by)
AFFINITY TRUST LIMITED a)
company incorporated in (Jersey))
who, in accordance with the laws of)
that territory, is acting under the
authority of the company

Signature in the name of the
company

Authorised Signatory

Authorised Signatory

EXECUTED as a deed by)
Affixing the COMMON SEAL of)
A2DOMINION DEVELOPMENTS)
LIMITED in the presence of)



Authorised Signatory

Authorised Signatory

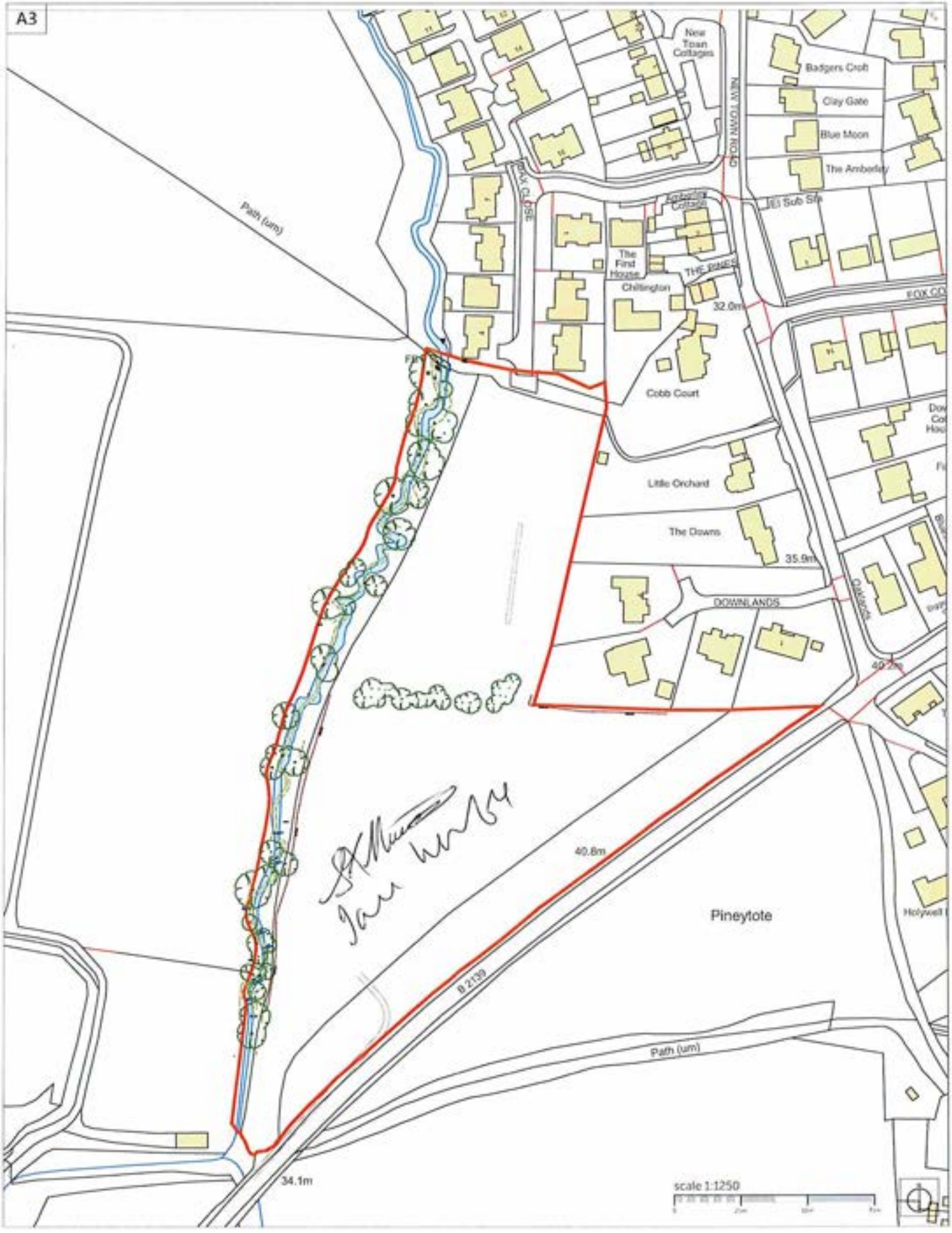
SEALED WITH THE **COMMON SEAL** of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Officer

SCHEDULE 1

Plans

1. Application Site Plan entitled "Site Location Plan" with drawing number A2D0200612 dated 11.03.24 updated by Rev A made 26.06.24.
2. BNG and Reptile Mitigation Land Location Plan entitled "Land at Bax Close, Storrington. Proposed Location" with drawing reference A2DO200612 Drawing number PL.01 Rev P3 dated April 2024.
3. BNG and Reptile Mitigation Land Plan entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.



Ramsey T 01794 367703
Portishead T 01275 407000
London T 01794 367703

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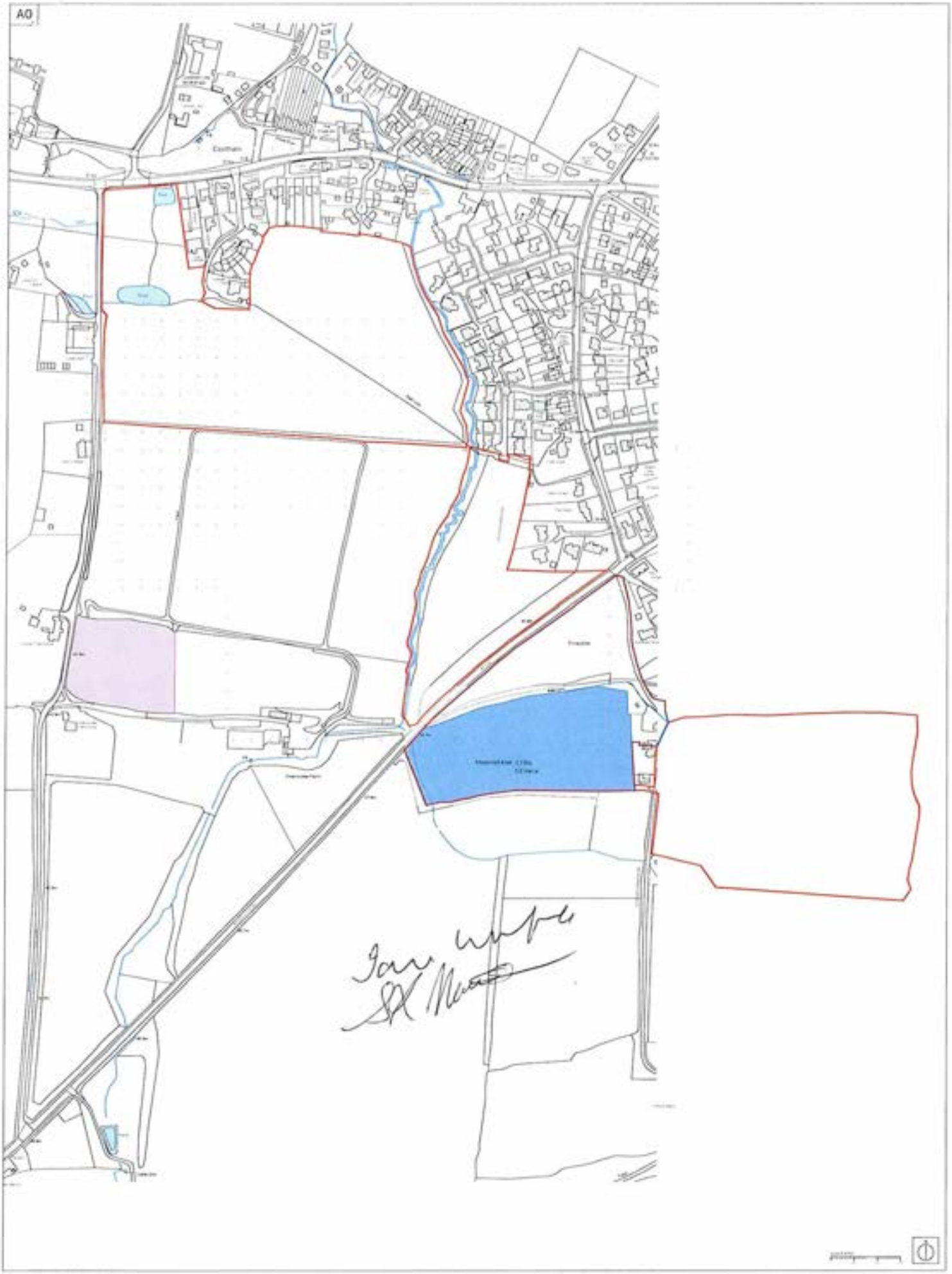
Rev	Description	Date	Au	Ch
A	Planning Issue	26.06.24	[illegible]	[illegible]

Project	Land at Bax Close, Storrington
Drawing	Location Plan
Client	AZ Dominion
Job no	AZDO000632
Date	11.01.24
Dwg no	LP 01
Rev	A
Author	VN
Checker	
Scale	1:1250 at A3
Status	PLANNING
Office	Ramsey
Client ref	

thrive. architects

A0




Key:
The Site
Reptile Mitigation Area
Offsite BNG Boundary
Proposed Mixed scrub (0.0500ha)
Proposed Other neutral grassland (2.2125ha)
Retained Mixed scrub (0.0875ha)
Rural Tree [12]
Retained Other rivers and streams (0.07km)
0
10
20
30
40 m
aspect ecology
APEM Group
Bax Close, Storrington
Reptile Mitigation Area and Proposed Offsite BNG
6815/BNG2b
A/BG
August 2025
ADB/BG

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 Dwellings"	11 (eleven) of the total Dwellings to be provided as part of the Development in accordance with the Affordable Housing Tenure Mix (unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule) of which the 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.
"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 Dwellings 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 Dwellings to be provided by the Owners which shall (as a minimum) comprise a plan showing: a) the location of the Affordable Housing Land and the Affordable Dwellings, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Dwellings, to ensure inclusive and mixed communities AND b) identifying which (if any) of the Affordable Dwellings 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 c. 70% (seventy percent) Rented Units and c. 30% (thirty percent) Shared Ownership Units to be provided as follows:

Description	Affordable Rented	Shared Ownership
2 bed house	3 (three)	2 (two)
3 bed house	5 (five)	1 (one)
Total	**8 (eight)**	**3 (three)**

or such other mix of Affordable Dwellings as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).

"Affordable Rent"

in relation to first lets only, chargeable rent that is subject to the HE's Rent Standard (April 2026) as expanded on by current Government Guidance 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, whichever is the lower.

"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.

"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 Dwellings 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.

"Dwelling"

a unit for residential occupation to be constructed as part of the Development.

"First Occupation"

the date on which each Dwelling is Occupied for the first time.

"Fully Serviced"

where provision of Dwellings 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"/ "HE"

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 2025)" 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;
"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.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;
"New Homes Build Warranty"	a 10-year insurance policy, to be taken out by the Owners at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time.
"Open Market Dwellings"	all those Dwellings to be constructed on the Application Site which are not Affordable Dwellings.
"Practical Completion"	in relation to a Dwelling, complete save for minor snagging items such that it is reasonably fit for Occupation 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 such that the dwelling is occupied in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.
"Shared Ownership Unit"	the Affordable Dwellings 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 Dwellings 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.
"Wheelchair Accessible"	built in conformity with Part M4(3) Category 2: - Wheelchair user dwellings of Schedule 1 of the Building Regulations 2010 (as amended) and "Approved Document M: Access to and use of buildings, volume 1: - Dwellings", or any amendment, revision or replacement of such document applicable at the time of construction.

The Owners hereby covenant with the District Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the District 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 Dwellings 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 District Council from time to time.

2.3 Subject to paragraph 5 not to Occupy or use the Affordable Dwellings 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 DWELLINGS

3.1 Prior to Occupation of a maximum of 5 (five) of the Open Market Dwellings, 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 Dwellings 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 Dwellings, 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 a maximum of 75% (seventy five percent) of the Open Market Dwellings to:

3.2.1 construct and Practically Complete all the Affordable Dwellings 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 Dwellings 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 Dwellings to the Affordable Housing Provider.

3.3 not to Occupy or allow Occupation of more than 5 (five) of the Open Market Dwellings 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 14 (fourteen) of the Open Market Dwellings 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 Dwellings to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District 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 District Council) in the form set out in Schedule 3 with the District 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 Dwellings 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 Dwellings (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 District 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 District Council AND/ OR to agree an alternative housing 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 Dwellings 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 District 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 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 Dwellings:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Dwellings 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 Dwellings 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 Dwellings 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 or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the Affordable Housing Land and/ or the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver provided always that

5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of Affordable Housing Land and/or the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Land and/ or Affordable Dwellings to another Affordable Housing Provider or to the District Council 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;

5.1.1.2 if such disposal has not been completed within such 3-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Land and/ or the Affordable Dwellings 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 District 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 District 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 District Council from 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 Head of Housing and Communities and approved by the District Council; OR b) an unregistered provider of social 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 Unit"	the Rented Units (as defined in the S106 Agreement) which have been provided pursuant to the S.106 Agreement on the Affordable Housing Land
"Exempted Void	a Void occurring when the District 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 District Council's Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0007/146779/Housing-Register-Nominations-Policy.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 District 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 District 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 District 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 District 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 District 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 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 District Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the District Council in respect of any Affordable Housing Unit on the Affordable Housing Land to

	notify the District 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 District Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the District Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District Council in accordance with clause 4.7.3, the District 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 District Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the District Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The District 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 District 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 District 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 District Council to pay the reasonable and proper legal costs which the District 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 District 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. Interpretation of this Schedule

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"	the perpetual yearly variable estate management charge to be imposed on each Dwelling to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule.
"Managed Land"	the Open Space and the BNG Land to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and the HMMP as the case may be and in accordance with this Agreement (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 BNG Land and the Open 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, 1. whose objectives shall include: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Dwellings; AND 2. whose constitution shall be submitted to and approved by the District Council and shall a) facilitate the Owners retaining control of the Management Company until such time it relinquishes that control to shareholders (if applicable); and b) include 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 by guarantee; b) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; c) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding

	management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: a) multifunctional green space; b) amenity green space; c) natural/ semi-natural green space; in the locations shown shaded on Open Space Plan to be managed and maintained in accordance with the Management Plan;
"Open Space Management Scheme"	a detailed written scheme for the ongoing management and maintenance of the Open Space which shall: a) include a plan showing the boundaries of the Open Space (such plan may be amended from time to time as the boundaries of the Open Space change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Open Space Specification; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land; h) state details of the proposed Management Company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change;
"Open Space Plan"	the plan of the land to be provided as part of the Open Space Management Scheme showing on which designated areas for specific uses are denoted by coloured shading,
"Open Space Specification"	the specification provided for the Development for the Open 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: a) plans, details, specifications and a timetable for provision of the Open Space b) approval of boundaries of any areas or parcels of land to

		be transferred to the Management Company
	c)	details of the layout, landscaping and planting
	d)	details for topsoil and seeding
	e)	details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces)
	f)	details of any earthworks, excavations, construction, drainage
	g)	details of any fencing or materials
	h)	details and type of any seating
	i)	litter bins
	j)	signage (type and location); and
	k)	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 Space for use by the general public;

The Owners hereby covenant with the District Council as follows:

2. Managed Land

2.1. Prior to Commencement of Development to:

2.1.1. submit details of the provision of Open Space, including the Open Space Specification and the Open Space Management Scheme, to the District Council for approval and not to Commence the Development the District Council has approved the aforesaid details, including the Open Space Specification and the Open Space Management Scheme in writing.

2.1.2. confirm in writing to the District Council whether they intend to retain the Managed Land or any part of it or transfer it to a Management Company set up in accordance with this Schedule.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 24 (twenty four) of the Dwellings in the Development until the Owners have at their own expense:

2.2.1. provided the Open Space in accordance with the Open Space Specification such that it is ready for use and open to members of the public to access free of charge in perpetuity thereafter;

2.2.2. obtained written confirmation by the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space and have been completed;

2.2.3. immediately upon receipt of the District Council's written confirmation of completion of the approved works and where the Owners have elected not to retain the Managed Land or any part of it in accordance with paragraph 2.1.2 of this Schedule, offered in writing to transfer the Managed Land to the Management Company for £1 upon the contractual terms set out in paragraph 2.5 (including its sub paragraphs) of this Schedule:

2.2.4. notified the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.2.5. entered into a binding contract for the transfer of the Managed Land and the for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Ownersto maintain in accordance with the Open Space Management Scheme or the HMMP as the case may be PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 7 (seven) days of entering a

contract and a copy of the binding contract shall be sent with such notice to the District Council.

2.3. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works, the Owners covenants to make good any such defects prior to the transfer of the Managed Land and the District Council's written confirmation referred to in paragraph 2.2.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner/ Developer has complied with its obligation to make good any defects in the works.

2.4. The Owners shall at its expense continue to maintain and insure the Open Space keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, for the period until the Open Space is transferred together with any remaining Managed Land in accordance with paragraph 2.2 (including its sub paragraphs).

2.5. Not to transfer any parcel of land comprising the Managed Land except upon the following terms and conditions unless otherwise agreed between the parties:

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

2.5.2. the parcels of land comprising the Managed Land 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 Undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;

2.5.3. vacant possession of the parcel of land comprising the Managed Land shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.5.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.3 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owners and the Management Company;

2.5.5. the transfer of the Managed Land to the Management Company shall be subject to a covenant to comply with the following:

2.5.5.1. that the Open 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 children's play facilities or for the maintenance of the Open Space or is required to be carried out by a statutory undertaker;

2.5.5.2. the Owners and the District Council agree that when the Managed Land 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 Dwellings or the Affordable Housing Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.6. That the Open Space shall be maintained at all times to the reasonable satisfaction of the District Council in a clean and safe condition with all grass regularly mown and tree hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under paragraph 1 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. Management Company

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

3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Open Market Unit a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of Open Space and any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement;

3.1.3. agreed not to sell or otherwise deal with any Open Market Unit without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

3.1.4. immediately upon the sale of the first Dwelling to provide the District Council with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the management and maintenance thereafter of the Managed Land AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company Structure Scheme;

3.1.6. on approval of the Management Company Structure Scheme the Owners will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Managed Land.

SCHEDULE 5

Biodiversity Net Gain

The Owner's Covenants to the District Council in relation to the BNG Land

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

1. Interpretation of this Schedule

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

"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
"BNG Land"	together, the Application Site and the offsite land shown shaded blue on the BNG and Reptile Mitigation Land Location Plan and shaded green part edged in red and part edged in blue on the BNG and Reptile Mitigation Land Plan.
"BNG and Reptile Mitigation Land Plan"	the drawing entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.
"the BNG and Reptile Mitigation Land Location Plan"	the drawing entitled "Land at Bax Close, Storrington. Proposed Location" with reference A2DO200612 Drawing number PL.01 Rev P3 dated 03.04.24.
"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 EIGHTY-SEVEN PENCE)** to be used to pay the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the District Council to be paid by the Owners to the District Council pursuant to this Schedule;
"Breach Notice"	a notice which may be served by the District Council on the Owners pursuant to paragraph 5.1 of this Schedule 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 5.2 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 District Council (such confirmation not to be unreasonably delayed or withheld);
"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 District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.3 of this Schedule of this Agreement;
"Habitat Creation and Enhancement Works"	the Habitat Creation and Enhancement Works set out in the HMMP.
"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; d) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; d) 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 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 d) the monitoring methodology in respect of the created or enhanced habitat, to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP;

2. BNG Monitoring Contributions

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;

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);

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

3.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council following receipt of the Completion Date Notice 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;

3.5. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the District Council has issued a Certificate of Completion;

3.6. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are 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;

3.7. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;

3.8. To notify the District Council of any requested amendment to the HMMP, such notice to be accompanied by:

3.8.1. the proposed amended HMMP;

3.8.2. a statement of reasons for such amendment; and

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

3.8.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and

3.8.3.2. the continued functioning of the BNG Land for BNG or any existing Allocation.

4. Access for Inspection

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

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

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land

subject to the District Council providing the Owners with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owners and/or their appointed contractors.

5. Breach Notice and Step-In Rights

5.1. Where the District Council believes that the HMMP has not been complied with, it may serve a Breach Notice on the Owner.

5.2. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owners accepts the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").

5.3. Where a Breach Notice is disputed:

5.3.1. to include a reasoned response in the Breach Response Notice; and

5.3.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and

5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any

remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).

5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

5.6. Where the Owners has 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:

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

5.6.2. any other land in the Owner's control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.

5.7. 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 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

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

6. Restriction on alienation of any part of the Application and BNG Site

6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Land, or any part of it, otherwise than to the Developer, a Management Company or Affordable Housing Provider 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 Schedule of 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 District 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 and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No transfer or lease of the registered estate 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 WSX240921 or a conveyancer that the provisions of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Affinity Trust Limited and Affinity Nominees Limited; 2) A2Dominion Developments Limited; and 3) Horsham District Council dated [ ] have been complied with".

SCHEDULE 6

Reptile Mitigation Land

The Owner covenants with the District Council in relation to the Reptile Mitigation Land

With the intention of binding the Reptile Mitigation Land, and for the purpose of allowing the Development to be delivered, the Owners covenants with the District Council as follows:

1. Interpretation of this Schedule

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

"Remedial Notice"	the notice or notices issued by the District Council requiring the Owner to carry out any works considered (in the absolute reasonable discretion of the Council) to be necessary for the Reptile Mitigation Works to be provided in accordance with the Reptile Mitigation Method Statement.
"Reptile Mitigation Completion Certificate"	the certificate issued by the District Council (not to be unreasonably withheld) once it is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement.
"Reptile Mitigation Works Completion Notice"	a notice served on the District Council indicating that the Reptile Mitigation Works are completed.
"Reptile Mitigation Land"	the land shown edged in red on the BNG and Reptile Mitigation Land Plan.
"Reptile Mitigation Method Statement"	a document setting the Reptile Mitigation Works to be submitted to the District Council in accordance with paragraph 2.1 below, which shall include but not be limited to: - Pre-translocation habitat preparation; - Capture, handling, and translocation procedures; - Timing of works; and - Post-translocation monitoring.
"Reptile Mitigation Works"	such works as set out in the Reptile Mitigation Method Statement to be completed towards the mitigation of the translocation of reptiles from the Application Site.
"Reptile Monitoring Reports"	the monitoring reports to be issued to the District Council as specified in the Reptile Mitigation Method Statement.

2. Reptile Mitigation Method Statement

2.1. To submit the Reptile Mitigation Method Statement to the District Council for its approval in writing prior to the Commencement of the Development.

2.2. Not to Commence Development until the Reptile Mitigation Method Statement has been submitted to and approved by the District Council in writing (such approval not to be unreasonably delayed or withheld).

3. Completion of Reptile Mitigation Works

3.1. Prior to Commencement of Development, to complete the Reptile Mitigation Works in accordance with the approved Reptile Mitigation Method Statement.

3.2. Serve the Reptile Mitigation Completion Notice on the District Council no less than ten (10) Working Days before the actual date of completion of the Reptile Mitigation Works.

3.3. If defects in the Reptile Mitigation Works are identified by the District Council, it shall issue a Remedial Notice accordingly.

3.4. On receipt of the District Council's Remedial Notice, pursuant to the above clause, to complete the specified remedial works as the specified by the District Council timeframes and as soon as reasonably practicable after completion of such remedial works, to issue a further Reptile Mitigation Works Completion Notice and thereafter continue to rectify any defects until the District Council issues a Reptile Mitigation Completion Certificate.

4. Reptile Mitigation Completion Certificate

4.1. Once the District Council is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement, it shall issue the Reptile Mitigation Completion Certificate.

4.2. Not to Commence Development until the District Council has issued the Reptile Mitigation Completion Certificate.

5. Maintenance of Completed Reptile Mitigation Works

5.1. To maintain the Reptile Mitigation Works in accordance with the Reptile Mitigation Method Statement for a period of 30 years from Practical Completion.

SCHEDULE 7

Air Quality Obligations

1. Interpretation of this Schedule

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

"Cycle Equipment Voucher"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers made available to each Eligible Occupier.
"Eligible Occupier"	the first occupier of a Dwelling following Practical Completion of the relevant Dwelling.
"Public Transport Voucher"	a voucher, smartcard or equivalent financial instrument accepted by local bus, rail or other public transport operators and capable of being used towards the cost of travel.
"Voucher Scheme"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers.
"Voucher Value"	the value of £175 per Eligible Occupier not to exceed the sum of £5,250 in total.

The Owners covenants with the District Council:

1. Prior to the Commencement of the Development the Owners shall submit to the District Council, a Voucher Scheme Delivery Plan detailing:
   1.1. the form and method of issuing vouchers;
   1.2. eligible transport operators and cycle equipment suppliers;
   1.3. the arrangements to ensure that each Eligible Occupier is offered a voucher;
   1.4. reporting procedures confirming distribution; and
   1.5. measures to ensure proper use of the Voucher Scheme within the Development.

   and shall not to Occupy or permit Occupation of any Dwelling until the Voucher Scheme Delivery Plan has been approved by the Council.
2. Prior to the Occupation of any Dwelling, the Owners shall make available to each Eligible Occupier either:
   2.1. a Public Transport Voucher to a value not less than the Voucher Value; or
   2.2. a Cycle Equipment Voucher to a value not less than the Voucher Value;
3. Within the first 12 months of Occupation of the final Dwelling, the Owners shall provide to the Council a written statement confirming:
   3.1. the number of vouchers issued;
   3.2. the total Voucher Value provided; and
   3.3. evidence of the distribution to Eligible Occupiers.

(1) AFFINITY TRUST LIMITED and AFFINITY NOMINEES LIMITED

(2) A2DOMINION DEVELOPMENTS LIMITED

(3) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land south of Bax Close, Storrington, West Sussex RH20 4HN

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

Legal ref: CB/12758
Planning ref: DC/24/1196
Appeal ref: 6005400

THIS AGREEMENT is made as a deed and dated 3rd July 2026

Between:

(1) **AFFINITY TRUST LIMITED** (UK Regn. No. FC108361) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027879) and **AFFINITY NOMINEES LIMITED** (Reg. No: FC108473) incorporated in Jersey and a registered Overseas Entity with Regn no. OE027976) the registered office for both being 27 Esplanade, St Helier, Jersey, JE2 3QA c/o Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT (re: TW/552384) **("the Legal Owners")**;

(2) **A2DOMINION DEVELOPMENTS LIMITED** (Co. Regn No 05585321) whose registered office is at 113 Uxbridge Road, London W5 5TL **("the Developer")**;

(3) **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 Act for the area within which the Application Site and the BNG Land are situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.

1.2 The Legal Owners are the legal owners of the Application Site and the BNG Land by virtue of their position as Trustees of the Gibson Trust and as such are the registered proprietors with Freehold Title Absolute registered at HM Land Registry under title number WSX240921.

1.3 The District Council received and validated the Application on 7th August 2024.

1.4 Members of the District Council's Planning Committee resolved to refuse the Application on 19th August 2025 and the Council issued a notice refusing planning permission on 22nd August 2025.

1.5 The Developer has appealed to Secretary of State against the Council's refusal to grant planning permission and the Parties have agreed to enter into this Agreement to secure the necessary planning obligations it contains in the event that Planning Permission is granted.

1.6 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.

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

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.

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

2.9 A reference to writing or written excludes fax and DX.

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:

"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	the appeal against the Council's refusal to grant the Application which has been made to the Secretary of State for determination by a Planning Inspector and ascribed reference number 6005400.
"Application"	the planning application for development of the Application Site ascribed reference number DC/24/1196 and described as: "Erection of 30No. residential units with associated landscaping,

	public open space, earthworks, drainage, access and all other associated infrastructure".
"Application Site"	all that land south of Bax Close, Storrington, West Sussex RH20 4HN shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number A2DO200612 Rev. A made 26.06.24 at Schedule 1 of this Agreement.
"BCIS Index"	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).
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	the date on which the Commencement of the Development occurs.
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Decision Letter"	the letter issued by the Inspector or the Secretary of State determining the Appeal.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"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.
"Indexed/ Index Linked"	the increase in contributions due under this Agreement in line with movements in the BCIS Index in accordance with the formula set out in clause 12.

"Interest"	interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"Monitoring Fees"	fees totalling **£1,600 (ONE THOUSAND SIX HUNDRED POUNDS IN WORDS)** for monitoring obligations in the Agreement 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.
"Occupation Date"	the date on which the Development is first Occupied.
"Owners"	the Legal Owners.
"Planning Inspector"	an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the Act.
"Planning Obligations"	the obligations, conditions and stipulations set out in Schedules 2 – 6 of this Deed and "**Planning Obligation**" shall be construed accordingly.
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor function or a Planning Inspector instructed by him or her.
"Section 73 Consent"	any planning permission granted pursuant to section 73 (or 73B once in force) of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Specified Date"	the date on which an obligation arising under this Agreement is due to be performed.
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall only come into effect if the Planning Permission is granted pursuant to the Appeal with the exception of clause 8 concerning Costs.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained in this Agreement (including in Schedules 2 and 4, 5, 6 and 7) in accordance with the requirements and timescales set out;

6.1.2 The Owners covenants with the District Council that the Development and use of the Application Site and the Biodiversity Gain Land shall be in strict accordance with this Agreement;

7. NOTICES

7.1 The Owners covenant with the District Council to give to the District Council written notice of the following not less than 5 (five) Working Days before the date specified in each case:

7.1.1 the Commencement Notice prior to the anticipated Commencement Date; and

7.1.2 the Occupation Notice Council prior to the anticipated Occupation Date; and

7.1.3 the Occupation of the 5th Dwelling prior to the anticipated date of Occupation of that Dwelling; and

7.1.4 the Occupation of the 14th Dwelling prior to the anticipated date of Occupation of that Dwelling; and.

7.1.5 the Occupation of the final Dwelling prior to the anticipated date of Occupation of that Dwelling.

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 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 and in the case of the District Council, addressed to the Head of Development and Building Control and either:

7.3.1 Emailed to planning@horsham.gov.uk; or

7.3.2 Posted by first class 'Signed For' delivery to 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; or

7.3.3 Served personally 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

7.4 Any notice, certificate or other communication sent by email in accordance with clause 7.3.1 shall be deemed to have been delivered at the time of despatch if transmitted prior to 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.

7.6 Any notice, certificate or other communication delivered personally in accordance with clause 7.3.3 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 Developer has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement

8.2 The Developer agrees to pay the Monitoring Fees for monitoring the planning obligations contained in this Agreement if the Planning Permission is granted pursuant to the Appeal.

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

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 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.

10.3 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.

10.4 The Owners hereby undertake that:

10.4.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

10.4.2 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

10.4.3 nothing herein contained excludes the liability of any party in relation to fraud.

10.5 The Owners acknowledge that this Agreement will be registered as a local land charge.

10.6 The Developer hereby gives consent for any plan comprising Schedule 1 of this Agreement to be reproduced by the District Council.

10.7 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.

10.8 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation (or relevant part thereof) shall from the date of the Decision Letter cease to have effect and the Owners shall be under no obligation to comply with that Planning Obligation (or relevant part thereof) but the remaining Planning Obligations shall remain in full force and effect.

10.9 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.

10.10 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, before the Commencement of Development, the Planning Permission:

10.10.1 is not granted because the Inspector dismisses the Appeal;

10.10.2 expires; or

10.10.3 is revoked other than at the request of the Owners; or

10.10.4 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.

10.11 The Owners (or any person deriving title to any land bound by this Agreement including the mortgagee) 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 that land or any part of that land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.12 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.

10.13 References to the Application Site and to the BNG Land include any part of it.

10.14 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.

10.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application 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.

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

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

10.16.2 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.

10.16.3 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:

10.16.4 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

10.16.5 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.

10.17 The provisions of this Agreement shall not bind the following:

10.17.1 Purchasers, tenants, occupiers (or their respective mortgagees and chargees) of any individual Dwelling save for the obligations in Schedule 2 and 3 which shall apply to the Affordable Dwellings;

10.17.2 Any statutory undertakers in respect of land held for their operational purposes

and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person

without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed;

11. DISPUTE RESOLUTION

11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

11.2 Subject to clause 11.3, 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 Schedule 6 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.

11.4 Any expert appointed pursuant to clause 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. INDEXATION AND INTEREST

12.1 All Indexed/ Index Linked contributions payable to the District Council under this Agreement shall be increased by the application of the following formula:

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

Where:

A is the amount due on the Specified Date
B is the amount set out in this Agreement
C is the BCIS Index for the quarter preceding the Specified Date
D is the BCIS Index for the quarter preceding the date of this Agreement

12.2 Contributions payable to the District Council under this Agreement are due for payment on the day specified in this Agreement and any payment made after this date, other than with the written consent of the District Council, shall incur additional interest calculated at the Interest Rate.

13. OWNERSHIP

13.1 The Owners warrants that no person has any legal or equitable interest in the land bound by this Agreement other than as set out in this Agreement.

13.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in the ownership of their interest in the land bound by this Agreement other than the purchase of any individual Dwelling, 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 land purchased by reference to a plan.

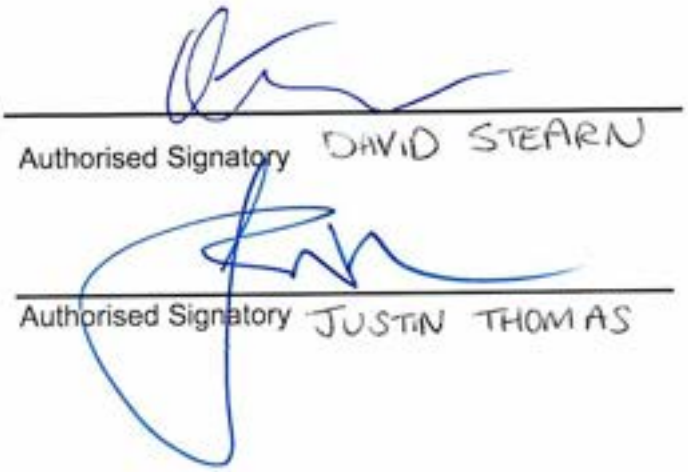
14. COUNTERPARTS

14.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

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

EXECUTED as a deed by)
AFFINITY NOMINEES LIMITED a)
company incorporated in (Jersey))

who, in accordance with the laws of)
that territory, is acting under the
authority of the company
Signature in the name of the
company



Authorised Signatory DAVID STEARN

Authorised Signatory JUSTIN THOMAS

EXECUTED as a deed by)
AFFINITY TRUST LIMITED a)
company incorporated in (Jersey))
who, in accordance with the laws of)
that territory, is acting under the
authority of the company

Signature in the name of the
company

Authorised Signatory DAVID STEARN

Authorised Signatory JUSTIN THOMAS

EXECUTED as a deed by)
Affixing the COMMON SEAL of)
A2DOMINION DEVELOPMENTS)
LIMITED in the presence of)

Authorised Signatory

Authorised Signatory

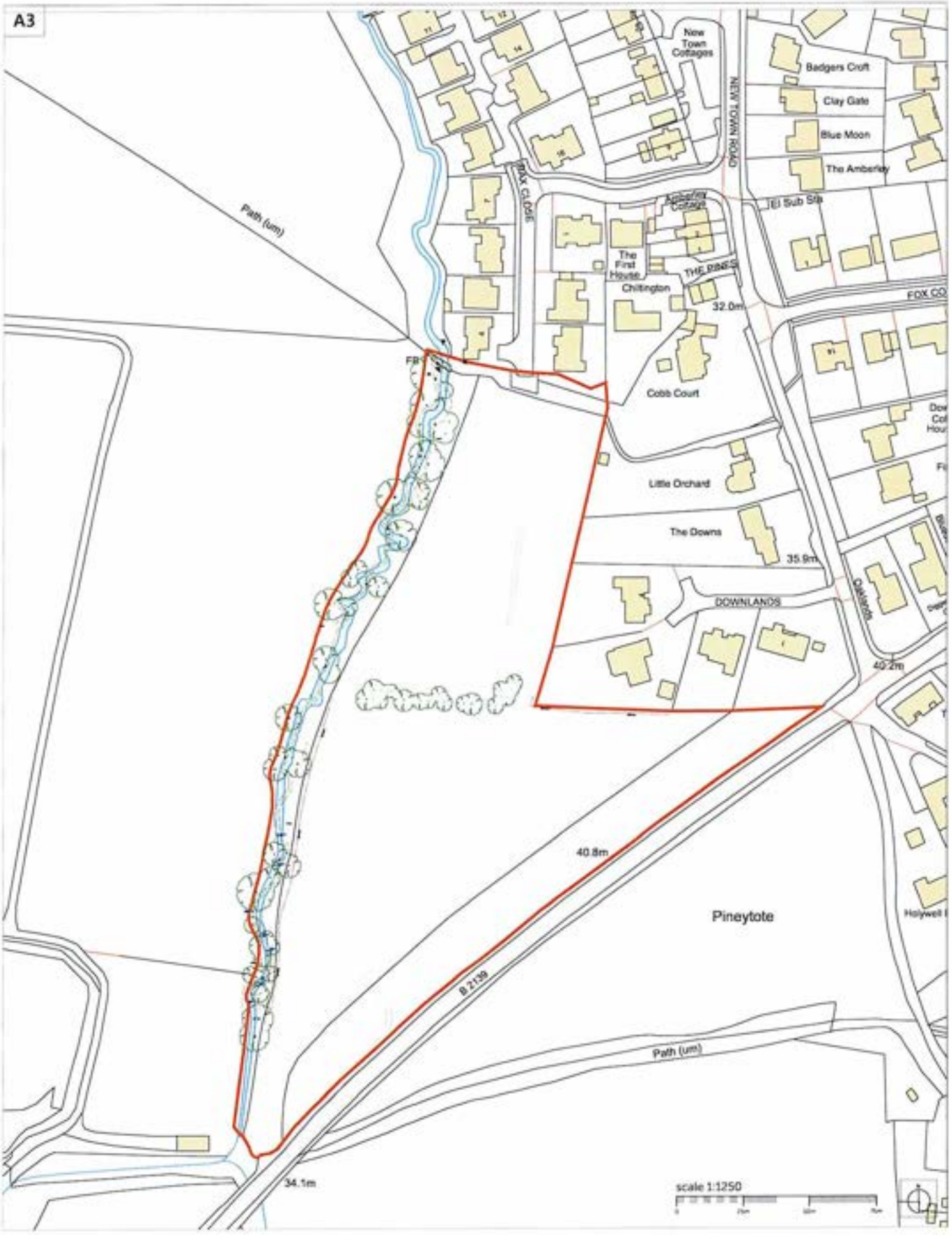
SEALED WITH THE **COMMON SEAL** of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Officer

SCHEDULE 1

Plans

1. Application Site Plan entitled "Site Location Plan" with drawing number A2D0200612 dated 11.03.24 updated by Rev A made 26.06.24.
2. BNG and Reptile Mitigation Land Location Plan entitled "Land at Bax Close, Storrington. Proposed Location" with drawing reference A2DO200612 Drawing number PL.01 Rev P3 dated April 2024.
3. BNG and Reptile Mitigation Land Plan entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.



Romsey T 01794 367703
Portishead T 01275 407000
London T 01794 367703

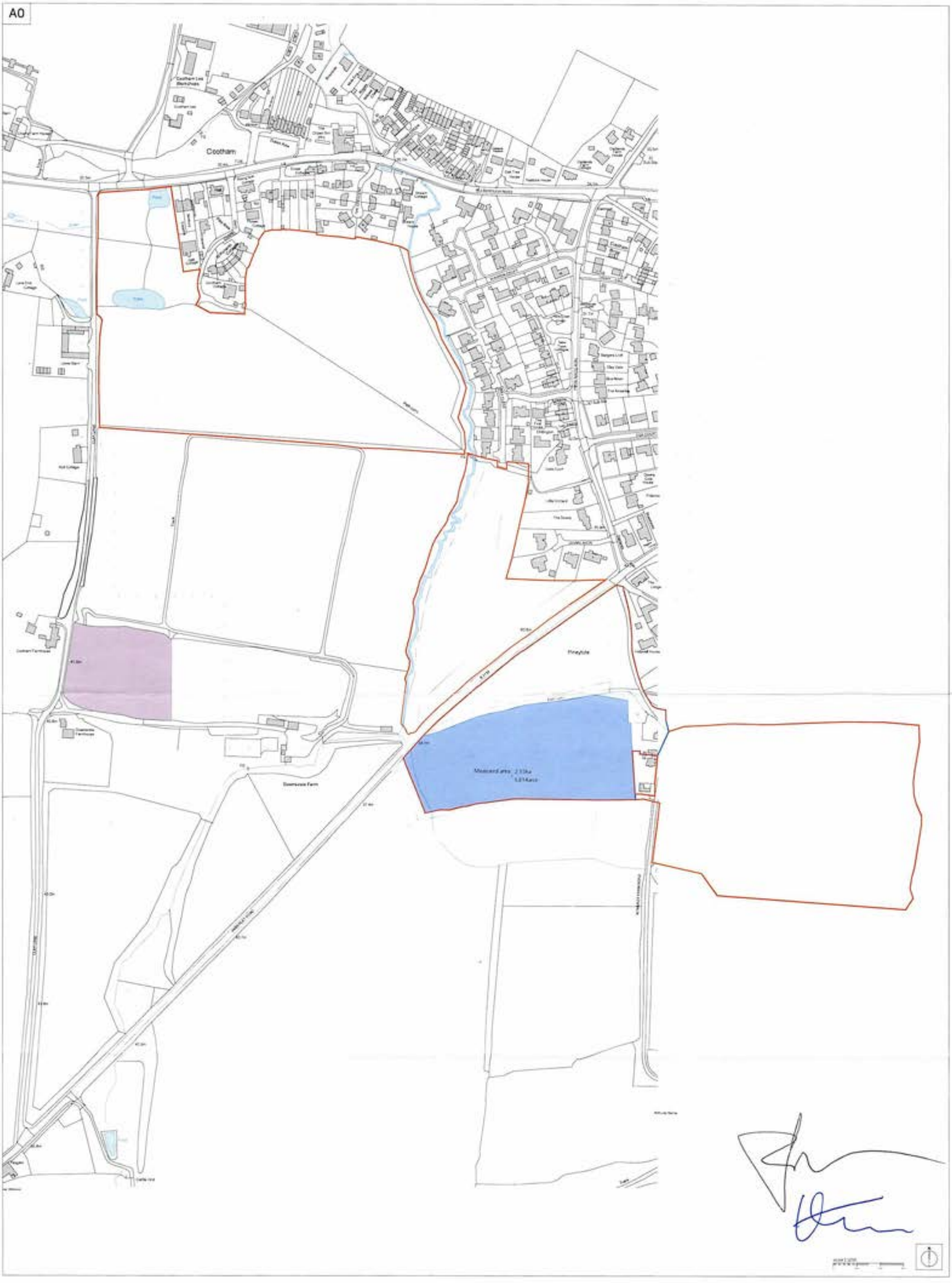
www.thrivearchitects.co.uk

Rev	Description	Date	Au	Ch
A	Planning Issue	[illegible]	[illegible]	[illegible]

Project	Land at Bax Close, Storrington
Drawing	Location Plan
Client	A2 Dominion
Job no.	[illegible]
Dwg no.	LP 01
Date	[illegible]
Rev	A
Author	[illegible]
Checker	
Scale	1:1250 at A3
Status	[illegible]
Office	Romsey
Client ref.	

thrive. architects

A0


Cootham
Pond
Pond
Pond
Path
Pinkylde
Stanmore Farm
Coombe Farmhouse
Coombe Farmhouse
Coombe Farmhouse



aspect ecology

APEM Group

Bax Close, Storrington

Reptile Mitigation Area and Proposed Offsite BNG

6815/BNG2b

A/BG

August 2025

ADE/BG

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 Dwellings"	11 (eleven) of the total Dwellings to be provided as part of the Development in accordance with the Affordable Housing Tenure Mix (unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule) of which the 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.
"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 Dwellings 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 Dwellings to be provided by the Owners which shall (as a minimum) comprise a plan showing: a) the location of the Affordable Housing Land and the Affordable Dwellings, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Dwellings, to ensure inclusive and mixed communities AND b) identifying which (if any) of the Affordable Dwellings 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 c. 70% (seventy percent) Rented Units and c. 30% (thirty percent) Shared Ownership Units to be provided as follows:

Description	**Affordable Rented**	**Shared Ownership**
2 bed house	3 (three)	2 (two)
3 bed house	5 (five)	1 (one)
Total	**8 (eight)**	**3 (three)**

or such other mix of Affordable Dwellings as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).

"Affordable Rent" in relation to first lets only, chargeable rent that is subject to the HE's Rent Standard (April 2026) as expanded on by current Government Guidance 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, whichever is the lower.

"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.

"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 Dwellings 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.

"Dwelling"	a unit for residential occupation to be constructed as part of the Development.
"First Occupation"	the date on which each Dwelling is Occupied for the first time.
"Fully Serviced"	where provision of Dwellings 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"/ "HE"	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 2025)" 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;
"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.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;
"New Homes Build Warranty"	a 10-year insurance policy, to be taken out by the Owners at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time.

"Open Market Dwellings"	all those Dwellings to be constructed on the Application Site which are not Affordable Dwellings.
"Practical Completion"	in relation to a Dwelling, complete save for minor snagging items such that it is reasonably fit for Occupation 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 such that the dwelling is occupied in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.
"Shared Ownership Unit"	the Affordable Dwellings 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 Dwellings 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.
"Wheelchair Accessible"	built in conformity with Part M4(3) Category 2: - Wheelchair user dwellings of Schedule 1 of the Building Regulations 2010 (as amended) and "Approved Document M: Access to and use of buildings, volume 1: - Dwellings", or any amendment, revision or replacement of such document applicable at the time of construction.

The Owners hereby covenant with the District Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the District 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 Dwellings 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 District Council from time to time.

2.3 Subject to paragraph 5 not to Occupy or use the Affordable Dwellings 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 DWELLINGS

3.1 Prior to Occupation of a maximum of 5 (five) of the Open Market Dwellings, 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 Dwellings 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 Dwellings, 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 a maximum of 75% (seventy five percent) of the Open Market Dwellings to:

3.2.1 construct and Practically Complete all the Affordable Dwellings 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 Dwellings 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 Dwellings to the Affordable Housing Provider.

3.3 not to Occupy or allow Occupation of more than 5 (five) of the Open Market Dwellings 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 14 (fourteen) of the Open Market Dwellings 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 Dwellings to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District 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 District Council) in the form set out in Schedule 3 with the District 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 Dwellings 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 Dwellings (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 District 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 District Council AND/ OR to agree an alternative housing 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 Dwellings 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 District 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 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 Dwellings:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Dwellings 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 Dwellings 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 Dwellings 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 or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the Affordable Housing Land and/ or the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver provided always that

5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of Affordable Housing Land and/or the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Land and/ or Affordable Dwellings to another Affordable Housing Provider or to the District Council 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;

5.1.1.2 if such disposal has not been completed within such 3-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Land and/ or the Affordable Dwellings 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 District 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 District 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 District Council from 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 Head of Housing and Communities and approved by the District Council; OR b) an unregistered provider of social 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 Unit"	the Rented Units (as defined in the S106 Agreement) which have been provided pursuant to the S.106 Agreement on the Affordable Housing Land
"Exempted Void	a Void occurring when the District 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 District Council's Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/ data/assets/pdf file/0007/146779/Housing-Register-Nominations-Policy.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 District 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 District 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 District 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 District 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 District 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 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 District Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the District Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the District 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 District Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the District Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District 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 District Council in accordance with clause 4.7.3, the District 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 District Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the District Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The District 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 District 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 District 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 District Council to pay the reasonable and proper legal costs which the District 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 District 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. Interpretation of this Schedule

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"	the perpetual yearly variable estate management charge to be imposed on each Dwelling to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule.
"Managed Land"	the Open Space and the BNG Land to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and the HMMP as the case may be and in accordance with this Agreement (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 BNG Land and the Open 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, 1. whose objectives shall include: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Dwellings; AND 2. whose constitution shall be submitted to and approved by the District Council and shall a) facilitate the Owners retaining control of the Management Company until such time it relinquishes that control to shareholders (if applicable); and b) include 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 by guarantee; b) details of and arrangements for maintenance of such

	insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; c) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: a) multifunctional green space; b) amenity green space; c) natural/ semi-natural green space; in the locations shown shaded on Open Space Plan to be managed and maintained in accordance with the Management Plan;
"Open Space Management Scheme"	a detailed written scheme for the ongoing management and maintenance of the Open Space which shall: a) include a plan showing the boundaries of the Open Space (such plan may be amended from time to time as the boundaries of the Open Space change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Open Space Specification; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land;

	h) state details of the proposed Management Company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change;
"Open Space Plan"	the plan of the land to be provided as part of the Open Space Management Scheme showing on which designated areas for specific uses are denoted by coloured shading,
"Open Space Specification"	the specification provided for the Development for the Open 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: a) plans, details, specifications and a timetable for provision of the Open Space b) approval of boundaries of any areas or parcels of land to be transferred to the Management Company c) details of the layout, landscaping and planting d) details for topsoil and seeding e) details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces) f) details of any earthworks, excavations, construction, drainage g) details of any fencing or materials h) details and type of any seating i) litter bins j) signage (type and location); and k) 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 Space for use by the general public;

The Owners hereby covenant with the District Council as follows:

2. Managed Land

2.1. Prior to Commencement of Development to:

2.1.1. submit details of the provision of Open Space, including the Open Space Specification and the Open Space Management Scheme, to the District Council for approval and not to Commence the Development the District Council has approved the aforesaid details, including the Open Space Specification and the Open Space Management Scheme in writing.

2.1.2. confirm in writing to the District Council whether they intend to retain the Managed Land or any part of it or transfer it to a Management Company set up in accordance with this Schedule.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 24 (twenty four) of the Dwellings in the Development until the Owners have at their own expense:

2.2.1. provided the Open Space in accordance with the Open Space Specification such that it is ready for use and open to members of the public to access free of charge in perpetuity thereafter;

2.2.2. obtained written confirmation by the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space and have been completed;

2.2.3. immediately upon receipt of the District Council's written confirmation of completion of the approved works and where the Owners have elected not to retain the Managed Land or any part of it in accordance with paragraph 2.1.2 of this Schedule, offered in writing to transfer the Managed Land to the Management Company for £1 upon the contractual terms set out in paragraph 2.5 (including its sub paragraphs) of this Schedule:

2.2.4. notified the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.2.5. entered into a binding contract for the transfer of the Managed Land and the for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Ownersto maintain in accordance with the Open Space Management Scheme or the HMMP as the case may be PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 7 (seven) days of entering a contract and a copy of the binding contract shall be sent with such notice to the District Council.

2.3. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works, the Owners covenants to make good any such defects prior to the transfer of the Managed Land and the District Council's written confirmation referred to in paragraph 2.2.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner/ Developer has complied with its obligation to make good any defects in the works.

2.4. The Owners shall at its expense continue to maintain and insure the Open Space keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, for the period until the Open Space is transferred together with any remaining

Managed Land in accordance with paragraph 2.2 (including its sub paragraphs).

2.5. Not to transfer any parcel of land comprising the Managed Land except upon the following terms and conditions unless otherwise agreed between the parties:

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

2.5.2. the parcels of land comprising the Managed Land 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 Undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;

2.5.3. vacant possession of the parcel of land comprising the Managed Land shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.5.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.3 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owners and the Management Company;

2.5.5. the transfer of the Managed Land to the Management Company shall be subject to a covenant to comply with the following:

2.5.5.1. that the Open 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 children's play facilities or for the maintenance of the Open Space or is required to be carried out by a statutory undertaker;

2.5.5.2. the Owners and the District Council agree that when the Managed Land 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 Dwellings or the Affordable Housing Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.6. That the Open Space shall be maintained at all times to the reasonable satisfaction of the District Council in a clean and safe condition with all grass regularly mown and tree hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under paragraph 1 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. Management Company

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

3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Open Market Unit a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of Open Space and any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement;

3.1.3. agreed not to sell or otherwise deal with any Open Market Unit without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

3.1.4. immediately upon the sale of the first Dwelling to provide the District Council with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the management and maintenance thereafter of the Managed Land AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company Structure Scheme;

3.1.6. on approval of the Management Company Structure Scheme the Owners will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Managed Land.

SCHEDULE 5

Biodiversity Net Gain

The Owner's Covenants to the District Council in relation to the BNG Land

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

1. Interpretation of this Schedule

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

"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
"BNG Land"	together, the Application Site and the offsite land shown shaded blue on the BNG and Reptile Mitigation Land Location Plan and shaded green part edged in red and part edged in blue on the BNG and Reptile Mitigation Land Plan.
"BNG and Reptile Mitigation Land Plan"	the drawing entitled "Bax Close Storrington Reptile Mitigation Area and Proposed Offsite BNG" with drawing number 6815/BNG2b Rev. A/BG dated August 2025.
"the BNG and Reptile Mitigation Land Location Plan"	the drawing entitled "Land at Bax Close, Storrington. Proposed Location" with reference A2DO200612 Drawing number PL.01 Rev P3 dated 03.04.24.
"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 EIGHTY-SEVEN PENCE)** to be used to pay the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the District Council to be paid by the Owners to the District Council pursuant to this Schedule;

"Breach Notice"	a notice which may be served by the District Council on the Owners pursuant to paragraph 5.1 of this Schedule 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 5.2 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 District Council (such confirmation not to be unreasonably delayed or withheld);
"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 District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.3 of this Schedule of this Agreement;
"Habitat Creation and Enhancement Works"	the Habitat Creation and Enhancement Works set out in the HMMP.
"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; d) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; d) 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 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 d) the monitoring methodology in respect of the created or enhanced habitat, to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty),

	25 (twenty five) and 30 (thirty) years following First Occupation of the Development, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP;

2. BNG Monitoring Contributions

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;

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);

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

3.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council following receipt of the Completion Date Notice 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;

3.5. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the District Council has issued a Certificate of Completion;

3.6. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are 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;

3.7. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;

3.8. To notify the District Council of any requested amendment to the HMMP, such notice to be accompanied by:

3.8.1. the proposed amended HMMP;

3.8.2. a statement of reasons for such amendment; and

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

3.8.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and

3.8.3.2. the continued functioning of the BNG Land for BNG or any existing Allocation.

4. Access for Inspection

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

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

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land

subject to the District Council providing the Owners with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owners and/or their appointed contractors.

5. Breach Notice and Step-In Rights

5.1. Where the District Council believes that the HMMP has not been complied with, it may serve a Breach Notice on the Owner.

5.2. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owners accepts the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").

5.3. Where a Breach Notice is disputed:

5.3.1. to include a reasoned response in the Breach Response Notice; and

5.3.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and

5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).

5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

5.6. Where the Owners has 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:

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

5.6.2. any other land in the Owner's control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.

5.7. 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 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

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

6. Restriction on alienation of any part of the Application and BNG Site

6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Land, or any part of it, otherwise than to the Developer, a Management Company or Affordable Housing Provider 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 Schedule of 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 District 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 and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No transfer or lease of the registered estate 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 WSX240921 or a conveyancer that the provisions of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Affinity Trust Limited and Affinity Nominees Limited; 2) A2Dominion Developments Limited; and 3) Horsham District Council dated [ ] have been complied with".

SCHEDULE 6

Reptile Mitigation Land

The Owner covenants with the District Council in relation to the Reptile Mitigation Land

With the intention of binding the Reptile Mitigation Land, and for the purpose of allowing the Development to be delivered, the Owners covenants with the District Council as follows:

1. Interpretation of this Schedule

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

"Remedial Notice"	the notice or notices issued by the District Council requiring the Owner to carry out any works considered (in the absolute reasonable discretion of the Council) to be necessary for the Reptile Mitigation Works to be provided in accordance with the Reptile Mitigation Method Statement.
"Reptile Mitigation Completion Certificate"	the certificate issued by the District Council (not to be unreasonably withheld) once it is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement.
"Reptile Mitigation Works Completion Notice"	a notice served on the District Council indicating that the Reptile Mitigation Works are completed.
"Reptile Mitigation Land"	the land shown edged in red on the BNG and Reptile Mitigation Land Plan.
"Reptile Mitigation Method Statement"	a document setting the Reptile Mitigation Works to be submitted to the District Council in accordance with paragraph 2.1 below, which shall include but not be limited to: - Pre-translocation habitat preparation; - Capture, handling, and translocation procedures; - Timing of works; and - Post-translocation monitoring.
"Reptile Mitigation Works"	such works as set out in the Reptile Mitigation Method Statement to be completed towards the mitigation of the translocation of reptiles from the Application Site.
"Reptile Monitoring	the monitoring reports to be issued to the District Council as specified in the Reptile Mitigation Method Statement.

Reports"	

2. Reptile Mitigation Method Statement

2.1. To submit the Reptile Mitigation Method Statement to the District Council for its approval in writing prior to the Commencement of the Development.

2.2. Not to Commence Development until the Reptile Mitigation Method Statement has been submitted to and approved by the District Council in writing (such approval not to be unreasonably delayed or withheld).

3. Completion of Reptile Mitigation Works

3.1. Prior to Commencement of Development, to complete the Reptile Mitigation Works in accordance with the approved Reptile Mitigation Method Statement.

3.2. Serve the Reptile Mitigation Completion Notice on the District Council no less than ten (10) Working Days before the actual date of completion of the Reptile Mitigation Works.

3.3. If defects in the Reptile Mitigation Works are identified by the District Council, it shall issue a Remedial Notice accordingly.

3.4. On receipt of the District Council's Remedial Notice, pursuant to the above clause, to complete the specified remedial works as the specified by the District Council timeframes and as soon as reasonably practicable after completion of such remedial works, to issue a further Reptile Mitigation Works Completion Notice and thereafter continue to rectify any defects until the District Council issues a Reptile Mitigation Completion Certificate.

4. Reptile Mitigation Completion Certificate

4.1. Once the District Council is satisfied that the Reptile Mitigation Works have been completed in accordance with the approved Reptile Mitigation Method Statement, it shall issue the Reptile Mitigation Completion Certificate.

4.2. Not to Commence Development until the District Council has issued the Reptile Mitigation Completion Certificate.

5. Maintenance of Completed Reptile Mitigation Works

5.1. To maintain the Reptile Mitigation Works in accordance with the Reptile Mitigation Method Statement for a period of 30 years from Practical Completion.

SCHEDULE 7

Air Quality Obligations

1. Interpretation of this Schedule

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

"Cycle Equipment Voucher"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers made available to each Eligible Occupier.
"Eligible Occupier"	the first occupier of a Dwelling following Practical Completion of the relevant Dwelling.
"Public Transport Voucher"	a voucher, smartcard or equivalent financial instrument accepted by local bus, rail or other public transport operators and capable of being used towards the cost of travel.
"Voucher Scheme"	the scheme for the provision of Public Transport Vouchers and/or Cycle Equipment Vouchers.
"Voucher Value"	the value of £175 per Eligible Occupier not to exceed the sum of £5,250 in total.

The Owners covenants with the District Council:

1. Prior to the Commencement of the Development the Owners shall submit to the District Council, a Voucher Scheme Delivery Plan detailing:
   1.1. the form and method of issuing vouchers;
   1.2. eligible transport operators and cycle equipment suppliers;
   1.3. the arrangements to ensure that each Eligible Occupier is offered a voucher;
   1.4. reporting procedures confirming distribution; and
   1.5. measures to ensure proper use of the Voucher Scheme within the Development.

   and shall not to Occupy or permit Occupation of any Dwelling until the Voucher Scheme Delivery Plan has been approved by the Council.
2. Prior to the Occupation of any Dwelling, the Owners shall make available to each Eligible Occupier either:
   2.1. a Public Transport Voucher to a value not less than the Voucher Value; or
   2.2. a Cycle Equipment Voucher to a value not less than the Voucher Value;
3. Within the first 12 months of Occupation of the final Dwelling, the Owners shall provide to the Council a written statement confirming:
   3.1. the number of vouchers issued;

3.2. the total Voucher Value provided; and

3.3. evidence of the distribution to Eligible Occupiers.

Walkers

3 July 2026

Our Ref: SM/JL/J51555

HORSHAM DISTRICT COUNCIL
Albery House, Springfield Road,
Horsham, West Sussex
RH12 2GB

(the "**Addressee**")

Dear Addressee

AFFINITY TRUST LIMITED ("ATL") AND AFFINITY NOMINEES LIMITED ("ANL") (EACH A "TRUSTEE" AND TOGETHER THE "TRUSTEES")

We have been asked to provide this legal opinion to you with regard to the laws of Jersey in relation to the Document (as defined in Schedule 1) being entered into by the Trustees in their respective capacity as trustees of the Gibson Trust (the "**Trust**").

For the purposes of giving this opinion, we have examined and relied upon the documents listed in Schedule 1.

In giving this opinion we have also relied upon the assumptions set out in Schedule 2, which we have not independently verified.

We are Jersey lawyers and express no opinion as to any laws other than the laws of Jersey in force and as interpreted at the date of this opinion. We have not, for the purposes of this opinion, made any investigation of the laws, rules or regulations of any other jurisdiction. Except as explicitly stated herein, we express no opinion in relation to any representation or warranty contained in the Document nor upon matters of fact or the commercial terms of the transactions contemplated by the Document. For the avoidance of doubt, and given that the proper law of the Trust is English law, we offer no opinion on the Trust or the documents constituting the Trust.

Based upon the foregoing examinations and assumptions and upon such searches we have conducted and having regard to legal considerations which we consider relevant, and subject to the qualifications set out in Schedule 3 and under the laws of Jersey, we give the following opinions in relation to the matters set out below.

1. The Trustees are each duly incorporated with limited liability and validly existing under Jersey law.

2. The Trustees have the corporate power and capacity to execute the Document and to perform their obligations under the Document.

3. The Document has been duly authorised by the Trustees and, when delivered by the Trustees, will constitute the legal, valid and binding obligations of the Trustees enforceable in accordance with its terms.

4. The execution, delivery and performance of the Document, the consummation of the transactions contemplated thereby and the compliance by the Trustees with the terms and provisions thereof do not:

   (a) contravene any law or regulation of Jersey applicable to the Trustees which is currently in force; or

   (b) contravene the Memorandum and Articles (as defined in Schedule 1).

5. It is not necessary that the Document be filed, registered, recorded or enrolled at any public office or registry in Jersey in order to establish the legality, validity, enforceability or admissibility in evidence of such Document.

6. Neither:

   (a) the execution, delivery or performance of the Document; nor

   (b) the consummation or performance of any of the transactions contemplated thereby by the Trustees,

   requires the consent or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of any Jersey governmental or judicial authority or agency.

7. The law (if any) chosen in the Document to govern its interpretation would be upheld as a valid choice of law in any action on it in the courts of Jersey (the "**Courts**" and each a "**Court**") upon proof of the relevant provisions of such law.

8. No stamp duties, registration or other duties or fees are required to be paid in Jersey in relation to the Document save for the payment of court fees in the event of litigation before the Courts.

9. None of the parties to the Document is or will be deemed to be resident, domiciled or carrying on business or subject to income tax in Jersey by reason only of the execution, delivery, performance or enforcement of the Document.

10. A judgment obtained in a superior court in England and Wales, against the Trustees in respect of the Document will be recognised and enforced in the courts of Jersey without any re-examination of the merits, subject to the provisions of the Judgments (Reciprocal Enforcement) (Jersey) Law 1960 (the "**1960 Law**") and all regulations, rules or orders made thereunder and provided that such judgment is not related to taxation or a fine or penalty or exemplary, multiple or punitive damages and is one which was not obtained on grounds of fraud or want of natural justice and is not contrary to the public policy of Jersey.

11. It is not necessary under the laws of Jersey:

(a) in order to enable any party to the Document to enforce their rights under the Document; or

(b) solely by reason of the execution, delivery and performance of the Document,

that any party to the Document should be licensed, qualified or otherwise entitled to carry on business in Jersey.

12. Where the Document contains a provision pursuant to which the Trustees agree to submit to the jurisdiction of the courts specified therein, the Trustees have executed an effective submission to the jurisdiction of such courts.

13. The Company Searches (as defined in Schedule 1) revealed no evidence of any current resolutions for the winding up or dissolution of either Trustee or the appointment of a liquidator, administrator, or other similar official in respect of the Trustees or any of their respective assets.

14. The Viscount's Confirmations (as defined in Schedule 1) provides that the property of each of the Trustees has not been declared *en désastre*.

15. The Judicial Greffe Creditors' Winding Up Confirmations (as defined in Schedule 1) indicated that neither of the Trustees have been listed as being the subject of an application for a creditors' winding up under Article 157A of the Companies (Jersey) Law 1991 (as amended) (the "**Companies Law**").

16. The Judicial Greffe Administration Confirmations (as defined in Schedule 1) indicated that neither of the Trustees have been listed as being the subject of an application for administration under Article 143F of the Companies Law.

This opinion is limited to the matters referred to herein and shall not be construed as extending to any other matter or document not referred to herein. This opinion is given solely for your benefit and the benefit of your legal advisers acting in that capacity in relation to this transaction and save as set out below may not be relied upon by any other person without our prior written consent. Our liability in respect of this opinion is limited to any liability we would have had if this opinion were addressed only to our client of record in respect of this matter.

This opinion is issued on the date above and may be disclosed to assignees on the basis that:

(a) such copy is provided solely to enable any such person or entity to be informed that an opinion has been given and to be made aware of its terms but not for the purposes of reliance by them;

(b) we do not assume any duty or liability to any person or entity to whom such copy is provided; and

(c) such person or entity (other than any legislative, administrative, judicial or regulatory body, court or tribunal) agrees not to further disclose this opinion or its contents to any other person or entity, other than as permitted above, without our prior written consent.

This opinion shall be governed by and construed in accordance with the laws of Jersey.

Yours faithfully

Walkers

WALKERS (JERSEY) LLP

SCHEDULE 1
LIST OF DOCUMENTS EXAMINED

1. The "**ATL Company Records**" comprising the Certificate of Incorporation of ATL dated 15 June 2011, the memorandum and articles of association of ATL as adopted on 30 June 2022 together with any special resolutions amending the same, (the "**ATL Memorandum and Articles**"), the Register of Members of ATL, and Register of Directors of ATL, copies of which have been provided to us.

2. The "**ANL Company Records**" comprising the Certificate of Incorporation on ANL dated 29 June 2011, its memorandum and articles of association as on 30 June 2022 together with any special resolutions amending the same, (the "**Memorandum and Articles**"), the Register of Members of ANL and the Register of Directors of ANL, copies of which have been provided to us.

   The "**Company Records**" means together, the ATL Company Records and the ANL Company Records and the "**Memorandum and Articles**" means together the ATL Memorandum and Articles and the ANL Memorandum and Articles.

3. The results of an online search of the public records of each of the Trustees conducted on 3 July 2026 maintained by the Registrar of Companies in Jersey (the "**Registrar**") (the "**Company Searches**").

4. An email response on 3 July 2026 to an enquiry made by us at the office of the Viscount in Jersey in respect of each of the Trustees and the Trust (the "**Viscount's Confirmations**").

5. An email response on 3 July 2026 to an enquiry made by us at the office of the Judicial Greffe in Jersey in respect of any applications to commence a creditors' winding up of each of the Trustees (the "**Judicial Greffe Creditors' Winding Up Confirmations**").

6. An email response on 3 July 2026 to an enquiry made by us at the office of the Judicial Greffe in Jersey in respect of any applications for an administration order to be made in respect of each of the Trustees (the "**Judicial Greffe Administration Confirmations**").

7. A copy of the registration certificates of each Trustee dated 13 October 2011 issued by the Jersey Financial Services Commission in respect of its authorisation to carry on trust company business under the Financial Services (Jersey) Law 1998.

8. A copy of the consents issued to the Trustees by the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958 (as amended) relating to the issuance of shares each dated 1 January 2017 (together, the "**COBO Consents**" and each a "**COBO Consent**").

9. A copy of the terms of reference in respect of the fiduciary committee established by each Trustee (the "**Fiduciary Committees**"), each as adopted on 10 April 2026 (the "**Committee Terms of Reference**").

10. A copy of the minutes of a meeting of the board of directors of each Trustee dated 11 February 2020 establishing the Fiduciary Committees (the "**Committee Establishment Resolutions**").

11. A copy of the minutes of a meeting of the board of directors of each Trustee dated 10 April 2026 adopting the Committee Terms of Reference (the "**Committee Terms of Reference Resolutions**").

12. A copy of the signed minutes of a meeting of each Fiduciary Committee held on 30 June 2026 (the "**Fiduciary Committee Resolutions**" and together with the Committee Establishment Resolutions and the Committee Terms of Reference Resolutions, the "**Resolutions**").

13. A copy of an English law governed agreement pursuant to section 106 of the Town and Country Planning Act 1990 in respect of land south of Bax Close, Storrington, West Sussex RH20 4HN dated 3 July 2026 and made between each Trustee (each as a trustee of the Trust) (as owners), A2Dominion Developments Limited (as the developer), and Horsham District Council (as district council) showing execution by each Trustee (the "**Document**").

SCHEDULE 2
ASSUMPTIONS

1. There are no provisions of the laws of any jurisdiction outside Jersey which would be contravened by the execution or delivery of the Document and, insofar as any obligation expressed to be incurred under the Document is to be performed in or is otherwise subject to the laws of any jurisdiction outside Jersey, its performance will not be illegal by virtue of the laws of that jurisdiction.

2. The Document is within the capacity and power of, and has been or will be duly authorised, executed and delivered by, each of the parties thereto (other than each of the Trustees).

3. The Document constitutes or, when executed and delivered, will constitute the legal, valid and binding obligations of each of the parties thereto enforceable in accordance with its terms as a matter of the laws of all relevant jurisdictions (other than Jersey).

4. The choice of governing law in the Document has been made in good faith, has not been made with any intention to evade the laws of the jurisdiction with which the transaction under the Document has the closest and most real connection and will be regarded as a valid and binding selection which will be upheld in the courts of all relevant jurisdictions (other than Jersey)

5. All authorisations, approvals, consents, licences and exemptions required by, and all filings and other steps required of each of the parties to the Document (other than the Trustees as a matter of Jersey law) to ensure the legality, validity and enforceability of the Document have been or will be duly obtained, made or fulfilled and are and will remain in full force and effect and any conditions to which they are subject have been satisfied.

6. All conditions precedent, if any, contained in the Document have been or will be satisfied or waived.

7. The Document has been or will be entered into, and each of the transactions referred to therein is carried out, by each of the parties thereto in good faith, for the purpose of carrying on their respective businesses, for the benefit of each of them respectively (and in the case of the Trustees in accordance with their respective fiduciary duties), for commercial purposes and on arm's length commercial terms.

8. The Trustees are not insolvent or unable to pay their respective debts as they fall due and will not become insolvent or unable to pay their debts as they fall due as a result of their entry into the transactions pursuant to the Document.

9. The originals of all documents examined in connection with this opinion are authentic, and all signatures and initials thereon are of a person authorised to execute such documents and along with any seals thereon are genuine, all such documents purporting to be sealed have been so sealed, all copies are complete and conform to their originals, and the documents conform in every material respect to the latest drafts of the same produced to us and, where provided in successive drafts, have been marked up to indicate all changes to such documents.

10. Where any means of electronic signature has been used or when any contract has been formed by means of electronic communication, the method used identifies the person who provided the signature or formed the contract (the "**Signatory**"); indicates the Signatory's approval of the

document or contract; was used with the intention of creating a duly executed, valid and binding document or contract; was used with the consent of all other parties to or intended recipients of such document or contract; and, where any means of electronic signature has been used the Signatory either:

(a) affixed, attached or inserted their own electronic signature to or in the document or contract; or

(b) authorised another person (the "**Delegate**") to affix, attach or insert the Signatory's electronic signature to or in the document or contract and the Signatory's electronic signature was so affixed, attached or inserted by the Delegate,

and no other person affixed, attached or inserted such electronic signature to or in such document or contract.

11. Where any person (the "**Witness**") has purported to sign a Document as witness to the signing of such Document by a Signatory to the Document:

(a) the Witness was physically present with the Signatory when the Document was signed by the Signatory; or

(b) at the time when the Document was signed by the Signatory:

(i) the Witness and the Signatory were able to see one another by means of an audio-visual link; and

(ii) either:

(A) by means of that audio-visual link, the Witness positively identified the Signatory and saw the Signatory sign the Document; the Signatory sent an electronic copy of the Document to the Witness; and the Witness signed the Document attesting to the signature of the Signatory on the Document; or

(B) the Witness and the Signatory were also in communication by any other electronic means; the Witness and the Signatory were both able to see the Document; the Signatory made their electronic signature on or in relation to the Document; and the Witness signed the Document attesting to the signature of the Signatory on the Document.

12. The Memorandum and Articles are in force at the date hereof.

13. The Company Records are complete and accurate and all matters required by law and the Memorandum and Articles to be recorded therein are completely and accurately so recorded.

14. Where any of the documents provided to us are unexecuted, incomplete and/or undated, they have been or will be duly executed (in each case by the person or persons duly authorised to do so), completed and/or dated (as the case may be) and delivered by all the parties thereto in materially the same form as that provided to us and they have not been and will not be altered in any material way which affects this opinion.

15. There are no records of the Trustees (other than the Company Records and including without limitation records of the Fiduciary Committees), agreements, documents or arrangements other than the documents expressly referred to herein as having been examined by us which materially affect, amend or vary the transactions envisaged in the Document or restrict the powers and authority of the directors of the Trustees or the Fiduciary Committees in any way or which would affect any opinion given herein.

16. No resolution has been passed by the directors or the members of the Trustees or the members of the Fiduciary Committees (the "**Committee Members**") to limit the powers of the directors or the Committee Members, as applicable, to authorise the carrying on of business by the Trustees or the Fiduciary Committees in any manner and the Fiduciary Committee Resolutions were passed in accordance with the Committee Terms of Reference.

17. The meetings of the board of directors of the Trustees and of the Fiduciary Committee Members as recorded in the Resolutions were duly convened and quorate. The Resolutions are a true and accurate record of proceedings and the resolutions set out as passed thereat are in full force and effect and have not been amended, revoked or superseded.

18. The Resolutions and any power of attorney given by the Trustees and/or the Committee Members to execute the Documents remain in full force and effect and have not been revoked or varied.

19. No meetings of the members of the Trustees have been called, nor have any resolutions been passed or been deemed to have been passed by the members of the Trustees, in order to wind up either of the Trustees, and no application has been made to the Courts by the directors or by the Trustees that the Trustees be wound up.

20. Any certificates of officers of the Trustees given to us for the purposes of this opinion are accurate and complete in every respect and such certificates would be accurate if they had been given as of the date hereof.

21. The information revealed by the Company Search, Judicial Greffe Creditors' Winding Up Confirmations (construed as if the expression "to the best of my knowledge and belief" or similar are not included), Judicial Greffe Administration Confirmations (construed as if the expression "to the best of my knowledge and belief" or similar are not included) and Viscount's Confirmations (construed as if the expression "to the best of my knowledge and belief" or similar are not included), was accurate and complete in all respects and has not been altered since the time of such search or confirmation and all information that has been delivered for registration, whether physically or electronically, appears on the relevant file of the relevant Trustees.

22. None of the Trustees has:

    (a) had served on it a statutory demand requiring payment for the purposes of Article 157A(2) of the Companies Law;

    (b) consented to an application being made to the Courts for an order for a winding up of such Trustee; or

(c) received notice from any person that an application is being made to the Courts for an order for a winding up of such Trustee.

23. No director of any of the Trustees has received notice of the appointment of any liquidator or provisional liquidator of the such Trustee.

24. The Trustees, in entering into the Document, are acting as trustees of the Trust and not on behalf of any other person or in any other capacity.

25. The Trustees are the only trustees of the Trust.

26. No steps have been taken or resolutions passed to wind up either of the Trustees.

27. No resolution has been passed by the Trustees and no instruction has otherwise been given to limit the powers of the Trustees to authorise the carrying on of business by the Trustees in any manner or which would otherwise affect this opinion.

28. In causing the Trustees to enter into the Document and establishing the Fiduciary Committees, the directors of the Trustees were/are acting in good faith with a view to the best interests of the Trustees and were/are exercising the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

29. In the case of the entry into, and carrying out of, transactions by the Trustees, each such transaction is (or was, as the case may be) not in breach of any fiduciary or other duty of the Trustees.

30. No consents are required under the trust instrument pertaining to the Trust (the "**Trust Instrument**") from the beneficiaries of the Trust and/or any protector of the Trust for the Trustees to enter into the Document and to perform their respective obligations thereunder.

31. None of the opinions expressed in this opinion will be affected by the laws (including public policy) of any jurisdiction outside Jersey.

32. Each of the parties (other than the Trustees as a matter of Jersey law):

(a) has capacity, power and legal right;

(b) has fulfilled all internal authorisation procedures and applicable formalities; and

(c) has obtained all necessary agreements, consents, licences or qualifications (whether as a matter of any law or regulation applicable to it or as a matter of any contract binding upon it),

to execute, deliver and perform its respective obligations under the Document to which each is respectively a party and the Document will be binding upon all such parties.

33. No power of attorney contained in any of the Document will be used in relation to real property situate in Jersey and no real property in Jersey will be required to be held in trust by any party to the Document.

34. The Document has been or will be entered into, and each of the transactions referred to therein is carried out, by each of the parties thereto in good faith, for the purpose of carrying on their respective businesses, for the benefit of each of them respectively and in accordance with any applicable fiduciary duties, for commercial purposes and on arm's length commercial terms.

35. The representations and warranties given by the Trustees in the Document, other than any which are the subject of a specific opinion herein, were and continue to be true and correct in all material respects.

36. That:

(a) the Trust is duly established and validly existing under its governing law;

(b) the Trust is enforceable in all relevant jurisdictions;

(c) the Trustees have been duly appointed as trustees of the Trust;

(d) the Committee Members have been duly appointed;

(e) the Trustees are acting in all material respects properly under the terms of the Trust and the governing law of the Trust and in particular has obtained all necessary consents, approvals and authorisations required pursuant to the terms of the Trust and the law applicable thereto in order to execute, deliver and perform its obligations under the Document; and

(f) the terms of the Trust do not prohibit the Trustees from entering into the Document or establishing the Fiduciary Committees.

37. The Trustees are not wholly-owned, legally or beneficially, by a state (or by a head of state or government, or by any department of government of a state) nor is it owned by any (other) entity exercising sovereign authority.

38. The Trustees have no consents, licences, approvals or authorisations of any governmental or other authority or agency in Jersey which, or the conditions attaching to which, could affect, conflict with or be breached by the transactions as recorded in the Resolutions.

39. The Trustees do not carry on any activities which would require it to obtain a licence under the Control of Housing and Work (Jersey) Law 2012 (as amended).

40. The Trustees are not carrying on unauthorised financial service business, as defined in the Financial Services (Jersey) Law 1998 (as amended).

SCHEDULE 3
QUALIFICATIONS

1. The term "**enforceable**" and its cognates as used in this opinion means that the obligations assumed by any party under the Document are of a type which the Courts would generally enforce. This does not mean that those obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular:

   (a) enforcement of obligations and the priority of obligations may be limited by bankruptcy, insolvency, liquidation, administration, reorganisation or other laws of general application relating to or affecting the rights of creditors or by prescription or lapse of time;

   (b) enforcement may be limited by general principles of equity and, in particular, the availability of certain equitable remedies such as injunction or specific performance of an obligation may be limited where the Court considers damages to be an adequate remedy;

   (c) claims may become barred by prescription or may be or become subject to defences of set-off, counterclaim, estoppel and similar defences;

   (d) where obligations are to be performed in a jurisdiction outside Jersey, they may not be enforceable in Jersey to the extent that performance would be illegal under the laws of, or contrary to the public policy of, that jurisdiction;

   (e) if the performance of payment obligations is contrary to the exchange control regulations of any country in whose currency any amounts are payable, such obligations may not be enforceable in Jersey;

   (f) the enforcement of the obligations of the parties to the Document may be limited by the provisions of Jersey law applicable to agreements held to have been frustrated by events happening after their execution;

   (g) enforcement may be limited to the extent that matters which it has been expressly assumed herein will be done have not been done;

   (h) a Court may refuse to (i) give effect to any provision of an agreement it considers usurious or (ii) allow unjust enrichment;

   (i) enforcement of obligations may be invalidated by reason of mistake, coercion, fraud, duress, misrepresentation or undue influence;

   (j) any provisions of the Document purporting to fetter any statutory power of a Jersey company may not be enforceable;

   (k) matters of procedure upon enforcement of the Document will be governed by and determined in accordance with the *lex fori*;

   (l) the Courts may order a plaintiff in an action to provide security for costs; and

(m) any provision of the Document providing for the payment of additional monies consequent on the breach of any provision thereof by any person expressed to be a party thereto, whether expressed by way of penalty, additional interest, liquidated damages or otherwise, may be unenforceable or liable to be reduced if such additional payment were held to be excessive in so far as it unreasonably exceeds the maximum damages which the claimant could have suffered as a result of such breach.

2. Without prejudice to the statements expressly set out in this opinion, we offer no opinion in relation to any representation or warranty made or given by the Trustees in the Document.

3. We have made no enquiry or assessment as to whether the Trustees will be in a position to fulfil their obligations under the Document.

4. We offer no opinion as to whether the acceptance, execution or performance of the obligations of the Trustees under the Document will result in the breach of or infringe any other agreement, deed or arrangement entered into by or binding on a Trustee.

5. If any provision of the Document is held to be illegal, invalid or unenforceable, severance of such provision from the remaining provisions will be subject to the discretion of the Courts notwithstanding any express provisions in this regard contained in the Document.

6. A determination, designation, or calculation or certificate of any party to the Document as to any matter provided for in such Document might be held by the Courts not to be final, conclusive or binding (for example, if it could be shown to have an unreasonable or arbitrary basis or not to have been reached in good faith).

7. Where a party to the Document is vested with a discretion or may determine a matter in its opinion, the Courts if called upon to consider the question may require that such discretion is exercised reasonably or that such opinion is based upon reasonable grounds.

8. Where the sum payable under the judgment of a superior court of England and Wales is expressed in a currency other than the currency of Jersey (one Jersey pound is equivalent to one pound sterling) the judgment will be registered by the Courts under the 1960 Law as if it were a judgment for such sum in the currency of Jersey as, on the basis of the rate of exchange prevailing at the date of judgment of the superior court of England and Wales, is equivalent to the sum so payable.

9. We offer no opinion on whether or not any transaction under, or connected with, the Document constitutes, and could be set aside as a transaction at an undervalue, a preference or an extortionate credit transaction, or could be disclaimed as onerous property under the Bankruptcy (Désastre) (Jersey) Law 1990 (as amended) (the "**Bankruptcy Law**") or the Companies Law.

10. An act of the directors of a company might be set aside by the Courts in an action brought by, for example, a creditor, shareholder or liquidator if it were shown (with the actual or constructive notice of the other party) that the directors had breached their fiduciary duties such as their duty to act in the best interests of the company or their duty to exercise their powers for proper purposes.

11. Pursuant to Article 75 of the Companies Law, a director of a Jersey company who has, directly or indirectly, an interest in a transaction entered into or to be entered into by the company or by a subsidiary of the company which to a material extent conflicts or may conflict with the interests of the company and of which they are aware is required to disclose to the company the nature and extent of their interest. Where a director fails to disclose an interest, the company, or a member of the company, may apply to the Court for an order setting aside the transaction concerned and directing that the director account to the company for any profit or gain realised and the Court may so order or make such other order as it thinks fit. The court shall not set aside a transaction unless it is satisfied that the interests of the third parties who have acted in good faith thereunder would not be unfairly prejudiced and the transaction was not reasonable and fair in the interests of the company at the time it was entered into.

12. The Courts will not apply English law if:

    (a) it is not pleaded and proved; or

    (b) the selection of such law was not bona fide and legal; or

    (c) to do so would be contrary to public policy.

13. Notwithstanding any purported date of execution in the Document, the rights and obligations therein contained take effect only on the actual execution and delivery thereof but the Document may provide that it has retrospective effect as between the parties thereto alone.

14. The obligations of the Trustees may be subject to restrictions pursuant to United Kingdom sanctions implemented in Jersey by way of the Sanctions and Asset-Freezing (Jersey) Law 2019 (as amended) and the Sanctions and Asset-Freezing (Implementation of External Sanctions) (Jersey) Order 2021 (as amended).

15. The Company Search is not conclusively capable of revealing whether or not:

    (a) a winding up order has been made or a resolution passed for the winding up or dissolution of the Trustees; or

    (b) an order has been made or a resolution passed appointing a liquidator or other similar official in respect of the Trustees or any of their assets, as notice of these matters is not required to be filed immediately or may not be filed in accordance with Jersey law.

16. The Viscount's Confirmations relate only to the making of a declaration that the property of the Trustees is *en désastre* and the adjournment of an application for a declaration that the property of the Trustees is *en désastre*. There is no formal procedure for determining whether the Trustees have otherwise become "bankrupt" (as defined in the Interpretation (Jersey) Law 1954, as amended).

17. The Judicial Greffe Creditors' Winding Up Confirmations relate only to a search of the Royal Court civil records in respect of applications for a creditors' winding up pursuant to Articles 157A to 157C (inclusive) of the Companies Law.

18. The Judicial Greffe Creditors' Winding Up Confirmations will not disclose:

(a) any statutory demand that a creditor has served on the Trustees under Article 157A(2) of the Companies Law before making an application for a creditors' winding up;

(b) whether the Trustees have consented to an application by a creditor of the Trustees for a creditors' winding up;

(c) a creditors' winding up application which has been filed with the Courts but has not yet been recorded in the creditors' winding up applications list with the Judicial Greffe;

(d) if an order for a creditors' winding up has been made by the Courts; or

(e) a creditors' winding up application that has been terminated or dismissed by the Courts.

19. The Courts may order that a creditors' winding up commences in respect of a Jersey company on the date the application is made or on such other date as the Courts deem fit. It is therefore possible that a creditors' winding up considered by the Courts after the date of this opinion may be deemed to commence on the date of this opinion or on a date prior to the date of this opinion.

20. The Judicial Greffe Administration Confirmations relate only to a search of the Royal Court civil records in respect of applications for an administration order pursuant to Article 143F of the Companies Law.

21. The Judicial Greffe Administration Confirmations will not disclose:

(a) an application for an administration order which has been filed with the Courts but has not yet been recorded in the administration order applications list with the Judicial Greffe; or

(b) if an order for an administration has been made by the Courts; or

(c) if an application for administration has been terminated or dismissed by the Courts.

22. We express no opinion upon the effectiveness of any clause of the Document which provides that the terms of the Document may only be amended in writing.

23. The concept of a receiver is not known to Jersey law. Accordingly, it is not clear how a receiver would be regarded by the Courts. However, the Bankruptcy Law does give power to the Court to assist the courts of such countries and territories as may be prescribed in all matters relating to the insolvency of any person to the extent that it thinks fit.

24. In relation to powers of attorney:

(a) pursuant to the provisions of the Powers of Attorney (Jersey) Law 1995, a power of attorney is, subject as below, revoked by the death, incapacity or bankruptcy of the donor. Where a power of attorney is expressed to be irrevocable and is given:

(i) for the purpose of facilitating the exercise of powers of a secured party under the Security Interests (Jersey) Law 1983, as amended, or the Security Interests (Jersey) Law 2012, as amended, or given pursuant to a security agreement governed by such laws; or

(ii) pursuant to or in connection with or for the purpose of or ancillary to security governed by a law other than Jersey law,

then during the continuance of the security such power of attorney shall not be revoked by the death, incapacity bankruptcy or dissolution of the donor;

(b) without prejudice to paragraph (a) above, a power of attorney may be expressed to be incapable of revocation by the donor for any period not exceeding one year from the date on which it is granted or the date on which it comes into effect, whichever is the later; and

(c) any appointment in the Document by the Trustees of an agent which appointment is:

(i) expressed to be irrevocable; and

(ii) is not made by a power of attorney given in the circumstances described above,

may be capable of revocation by the Trustees, and may be revoked upon the bankruptcy of the Trustees.

25. Any power of attorney contained within the Document may not be relied upon in Jersey unless executed in accordance with the Powers of Attorney (Jersey) Law 1995 (as amended) and apart from in limited prescribed circumstances will be revoked by the death, incapacity or bankruptcy of the donor and, apart from in limited prescribed circumstances, will be revocable by the donor.

26. We render no opinion as to the specific enforcement as against the Trustees of covenants (if any) granted by the Trustees to do or omit to do any action or other matter which is reserved by applicable law or the Trustees' constitutional documents to the members of the Trustees or to any other person.

27. We have not advised the Trustees or their directors in respect of any of the transactions envisaged or effected by the Document.

28. A Court may decline to accept jurisdiction in any matter where:

(a) it determines that some other jurisdiction is a more appropriate or convenient forum;

(b) another court of competent jurisdiction has made a determination in respect of the same matter; or

(c) litigation is pending in respect of the same matter in another jurisdiction.

Proceedings may be stayed in Jersey if concurrent proceedings in respect of the same matter are or have been commenced in another jurisdiction.

29. Although there is a presumption that the Court will, on application, stay proceedings brought in Jersey in breach of a provision in an agreement that all disputes arising under such agreement

be exclusively brought before the court in another jurisdiction, this may be rebutted if the party opposing the stay were able to show good reason why a stay should not be granted.

30. The Courts may refuse to give effect to any provisions in an agreement:

(a) for the payment of the costs of enforcement (actual or contemplated) or of unsuccessful litigation brought before the Courts or where the Court has itself made an order for costs;

(b) which would involve the enforcement of foreign revenue or penal or other public laws; or

(c) which would be contrary to public policy.

31. Where a foreign court (being a court of any country or territory outside the United Kingdom other than one for whose international relations the United Kingdom is responsible) has given a judgment for multiple damages against a qualifying defendant the amount which may be payable by such defendant may be limited by virtue of the UK Protection of Trading Interests Act 1980 (as extended to Jersey by the Protection of Trading Interests Act 1980 (Jersey) Order 1983) which provides that such qualifying defendant may be able to recover such amount paid by it as represents the excess in such multiple damages over the sum assessed as compensation by the court that gave the judgment.

32. In relation to guarantees:

(a) a guarantor which is a Jersey person or whose guarantee is sued upon before the Jersey courts or if the guarantee is governed by Jersey law may be entitled to claim *droit de discussion* which is that the assets of the principal obligor whose obligations are guaranteed must be exhausted before any claim against the guarantor under the guarantee may proceed, unless the *droit de discussion* has been waived; and

(b) a co-guarantor or co-indemnitor which is a Jersey person or whose guarantee or indemnity to a third party is sued upon before the Jersey courts or whose guarantee or indemnity is governed by Jersey law may be entitled to claim *droit de division* so as to require the division of the guarantor's or indemnitor's liabilities in just proportions between each of the co-guarantors or co-indemnitors and regardless of whether each such co-guarantors or co-indemnitors is able to satisfy the proportion of the debt attributed to it.

33. Except as expressly stated herein, we have not given any advice and cannot and do not offer any opinion whatsoever as to whether the terms of the Document and the arrangements effected thereby achieve for the Trust, the Trustees or any other person any particular accounting, tax or regulatory treatment.

34. We have not reviewed the Trust Instrument nor any document related to the Trust Instrument including without limitation any amendment, variation or waiver thereof nor any document pursuant to which a trustee of the Trust has retired or been appointed, as these are matters of English law.

35. We express no view on any provision in any of the Document requiring written amendments and waivers of any of the provisions of such Document in so far as it suggests that oral or other modifications, amendments or waivers could not be effectively agreed upon or granted by or between the parties or implied by the course of conduct of the parties.

36. A Jersey company may be immune from the jurisdiction of the Jersey courts under the provisions of The State Immunity Act 1978 (the "**1978 Act**") (as extended to Jersey by The State Immunity (Jersey) Order 1985) where, in relation to any foreign or commonwealth state other than the United Kingdom (the "**State**"), the proceedings relate to anything done by it in the exercise of sovereign authority of:

    (a) the sovereign or other head of that State in his public capacity;

    (b) the government of that State; or

    (c) any department of that government, and the circumstances are such that a State would have been so immune under the 1978 Act.

37. The effectiveness of terms releasing or exculpating any party from, or limiting or excluding, a liability or duty otherwise owed may be limited by law.

38. Without prejudice to our opinion at paragraph 11, we have conducted no enquiries in relation to any business undertaken by the Addressee in Jersey and give no opinion as to whether the Addressee would require any licences and/or permits to conduct business in Jersey.

39. A foreign trust shall be unenforceable in Jersey:

    (a) to the extent that it purports:

        (i) to do anything the doing of which is contrary to the law of Jersey;

        (ii) to confer any right or power or impose any obligation the exercise or carrying out of which is contrary to the law of Jersey; or

        (iii) to apply directly to immovable property situated in Jersey; and

    (b) to the extent that the court declares that the trust is immoral or contrary to public policy.

40. Article 54 of the Trusts (Jersey) Law 1984 (the "**Trusts Law**") provides, amongst other things, that the trust property of a trust shall be deemed not to form part of a trustee's own assets (save in respect of any interest of the trustee as beneficiary of such trust) and that where a trustee becomes insolvent or upon distraint, execution or any similar process of law being made, taken or used against any of the trustee's property, the trustee's creditors shall have no right to claim against the trust property except to the extent that the trustee itself has a claim against the trust or a beneficial interest in the trust.

41. We express no opinion on and our opinions are subject to the effect, if any, of any provisions of any Document that relies upon financial or numerical computation.

42. In order to ensure that the Trustees are maintained on the register of companies in Jersey an annual fee must be paid to, and an annual confirmation statement filed with, the Registrar before the end of February in each year.