(1) WATES DEVELOPMENTS LIMITED

(2) WEST SUSSEX COUNTY COUNCIL

(3) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land North of Melton Drive, Storrington, Pulborough RH20 4LU

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

Legal ref: CB/12285
Planning ref: DC/24/2006

THIS AGREEMENT is made as a deed and dated 2025

Between:

(1) **WATES DEVELOPMENTS LIMITED** (Co. Regn No. 00441484) whose registered office is at Wates House, Station Approach, Leatherhead, Surrey KT22 7SW **("the Owner")**;

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

(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 1990 Act for the area within which the Application Site is situated, for section 106 of the 1990 Act for the purposes of this Agreement and is entitled to enforce the planning obligations it contains.

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

1.3 The Owner is the registered proprietor with Freehold Title Absolute of the parts of the Application Site registered at HM Land Registry under title number WSX426279 described as, "Land adjoining 16 Melton Drive, Storrington, Pulborough, West Sussex (RH20 4LU)" and under title number WSX336779 described as, "Land lying to the north of Melton Drive, Storrington, Pulborough".

1.4 The District Council received and validated the Application on 30 December 2024 and is minded to grant planning permission for the Development subject to this Agreement in order to secure the planning obligations herein.

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

1.6 The Owner is willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the District Council, the successors to their functions as local planning authority.

2.12 The headings are for reference only and shall not affect construction.

2.13 If any clause, Schedule or paragraph of this agreement is found by the Court to be invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

3. DEFINITIONS

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

"1980 Act"	The Highways Act 1980 (as amended).
"1990 Act"	The Town and Country Planning Act 1990 (as amended).

"2010 Regulations"	The Community Infrastructure Levy Regulations 2010 (as amended).
"Application"	The planning application ascribed reference number DC/24/2006 and described as: "Outline planning application for the demolition of a barn and erection of up to 62 dwellings (including affordable homes) with all matters reserved apart from access".
"Application Site"	All that land north of Melton Drive to which the Application relates, shown for identification purposes edged red on the Application Site Plan.
"Application Site Plan"	The plan of the Application Site entitled "Land to the North of Fryern Drive, Storrington RH20 4LU Application Boundary" dated 12 June 2025 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 or County Council may specify in relation to any contribution payable to that council.
"Commencement of Development"	The carrying out of a material operation as defined in section 56(4) of the 1990 Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, site survey works, 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, noise attenuation works, temporary display of site notices or advertisements 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.
County Monitoring Fees	Fees totalling **£2,430 (two thousand four hundred and thirty pounds)** for monitoring obligations in the Agreement to be paid to the County Council in accordance with clause 8.2 of this Agreement.
"Development	The development of the Application Site pursuant to the Planning Permission.

"District Monitoring Fees"	Fees totalling **£1,600 (one thousand six hundred pounds)** for monitoring obligations in the Agreement to be paid to the District Council in accordance with clause 8.3 of this Agreement.
"Dwelling"	A residential dwelling constructed on the Application Site to form part of the Development.
"First Occupation"	The occasion on a Dwelling provided as part of the Development is Occupied for the first time and **"First Occupy"** and **"First Occupied"** shall be construed accordingly.
"First Occupation Date"	The date on which the Development is first Occupied.
"First Occupation Notice"	The written notice confirming the First Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Head of Development and Building Control"	The Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
"Indexed"	The quantum by which a contribution payable under this shall increase from the date of grant of the Planning Permission to the date it is paid in full, proportionate to the increase in the All in Tender Price Index published annually by the Building Costs Information Service of the Royal Institute of Chartered Surveyors in accordance with the following formula: A = B x C/D (where C/D) is equal to or greater than 1 <u>Where:</u> A is the adjusted contribution payable B is the contribution amount cited in this Agreement prior to adjustment. C is the BCIS Index for the quarter preceding the date of payment D is the BCIS Index for the quarter preceding the date of this Agreement.
"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.
"Planning Permission"	Planning permission to be granted by the Council pursuant to the Application.
"Section 73 Consent"	Any planning permission granted pursuant to section 73 of the 1990 Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent

	planning permission was granted pursuant to section 73 of the 1990 Act.
"Reserved Matters"	Details of any one or more of appearance, landscaping, layout and scale reserved under the terms of the Planning Permission or as applicable Reserved Matters Permission for subsequent approval.
"Reserved Matters Application"	Either: a) an application for approval of Reserved Matters; or b) any separate application(s) for full planning permission for any part of the Development; or c) any application under Section 73 of the 1990 Act relating to the Planning Permission or to any permission issued pursuant to a Reserved Matters Application.
"Reserved Matters Permission"	Approval of Reserved Matters or full planning permission as the case may be issued pursuant to a Reserved Matters Application by the Council (or the Secretary of State as the case may be) and as may from time to time be amended by the approval of a non-material amendment further to section 96A of the 1990 Act.
"Working Day"	Means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

4.1 This Agreement is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2, 4, 5, 6 7, and 8 of this Agreement shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 The Owner covenants with the District Council to comply fully with and to perform the obligations contained herein and in Schedules 2, 4, 5, 6 and 7 of this Agreement in accordance with the requirements and timescales set out;

6.2 The Owner covenants with the County Council to comply fully with and to perform the obligations contained herein and in Schedule 8 of this Agreement in accordance with the requirements and timescales set out.

7. NOTICES

7.1 The Owner covenants with the District Council and the County Council as follows:

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

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

7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and First Occupation Date and shall give notice to the Owner of the District Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the District Council, the relevant party shall address any notice to the Head of Development and Building Control of the District Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

8.1 The Owner 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 and the District Monitoring Fees.

8.2 The Owner has undertaken to pay on or before the date hereof the County Council's reasonable legal costs incurred in preparing and entering into this Agreement and the County Monitoring Fees.

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

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

10. GENERAL

The Parties covenant that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers;

10.2 this Agreement constitutes a deed;

10.3 this Agreement is enforceable by the District Council in accordance with section 106 of the 1990 Act;

10.4 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

10.5 no waiver (whether express or implied) by the District Council of any breach or default in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default.

10.6 The Owner hereby covenants that:

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

10.6.2 the Owner has not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and

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

10.7 The Owner acknowledges that this Agreement will be registered as a local land charge.

10.8 The Owner hereby gives consent for the Application Site Plan to be reproduced by the District Council.

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

10.10 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.

10.11 The obligations in this Agreement with the exception of the Owner's requirement to pay the District Council's and the County Council's reasonable legal costs incurred in preparing and entering into this Agreement pursuant to 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:

10.11.1 expires; or

10.11.2 is varied or revoked other than at the request of the Owner; or

10.11.3 is quashed following a successful legal challenge,

but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.

10.12 The Owner (or any person deriving title to Application Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with their interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

10.15 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

10.17.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 3) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself;

10.17.3 nothing in this clause shall fetter the discretion of the District Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

10.17.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

10.17.5 the District Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the District Council (acting reasonably) considers it desirable to do so.

10.18 The obligations contained in this Agreement shall not be binding upon nor enforceable against:

10.18.1 Any individual owners lessees or occupiers of any the Open Market Units or any mortgagee or chargee of any Open Market Units or their successors in title;

10.18.2 The individual owners lessees or occupiers of any Affordable Housing Units or any mortgagee or chargee of any Affordable Housing Units or any purchasers therefrom or any successors in title save that the Affordable Housing obligations in paragraphs 2.4 of Schedule 2 of this Agreement shall remain binding unless and until they cease to have effect pursuant to paragraph 5 of Schedule 1;

10.18.3 A Registered Provider save that the Affordable Housing obligations in Schedule 2 of this Agreement shall remain binding against that Registered Provider;

10.18.4 Any statutory undertaker or other person who acquires any part of the Application Site or interest therein (or their respective mortgagees and/or successors in title) for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transport services.

10.19 No person shall be liable for any breach of the planning obligations or other provisions of this Agreement to the extent that such breach is not caused by that person, their servant or agent, and relates to any part of the Application Site in which that person has had no interest since the date of this Agreement.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owner and the District Council concerning this Agreement the provisions of this clause 11 shall apply.

11.2 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

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

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

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

11.4.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

11.4.3 allow the parties to the dispute an opportunity of commenting in writing on the other party’s representations within 20 (twenty) Working Days of receipt by the other party thereof;

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

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

11.4.6 give full and clear reasons for his decision; and

11.4.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

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

12. OWNERSHIP

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

12.2 The Owner undertakes to the District Council to give the District Council written notice within ten (10) Working Days of any change in ownership of the Application Site (or any part of it), occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site purchased by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Dwelling nor shall it apply to the disposal of any part of the Land to any statutory undertakers for electricity substations, gas governor stations, or pumping stations, or the provision of other infrastructure as may be required to fulfil their statutory functions.

13. INTEREST

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

14. CANCELLATION OF ENTRIES

14.1 On the written request of the Owner and on payment of a fee to the District Council at any time after each or all of the obligations have been performed or otherwise

discharged the District Council will issue a written confirmation of such performance or discharge.

14.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 10.11 the District Council will on the written request of the Owner and on payment of a fee to the District Council, cancel all entries made in the local land charges register in respect of this Agreement.

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

EXECUTED as a deed by **WATES DEVELOPMENTS LIMITED** acting by

Signature of director

Director

Signature of director or secretary

Director

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

Authorised Officer

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

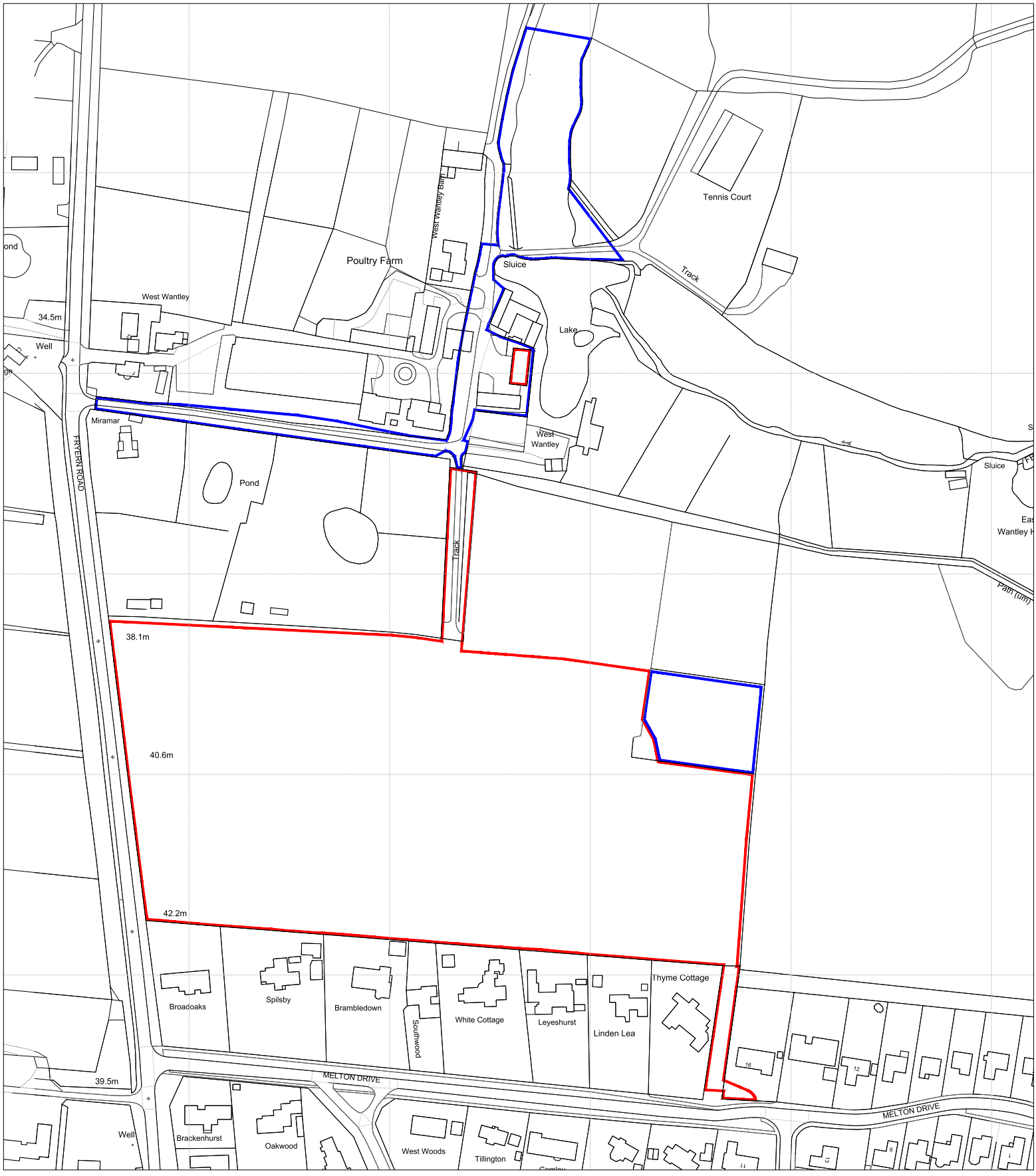
Authorised Officer

SCHEDULE 1

Plans

1. Application Site Plan entitled “Land to the North of Fryern Drive Storrington RH20 4LU Application Boundary” dated 12 June 2025.

2. Access Movement and Parameter Plan.



Wates Developments
Land to the North of Fryern Drive Storrington RH20 4LU
Application Boundary
Scale 1:1250 @ A2
12 Jun 2025

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KEY

- Site boundary
- Location for proposed primary vehicular access (refer to detailed plans)
- Existing Public Right of Way
- Pedestrian connection to existing PRoW
- Indicative alignment of key pedestrian routes/ connections within site (detail to be resolved through reserved matters)
- Zone for new footpath extension on Fryern Road from site entrance to junction with Melton Drive
- Zone for new pedestrian/cycle connection
- Pedestrian/cycle connections to public highway
- Potential access zone to the adjacent eastern part of allocation site

rev.	date	changes description	status	issued by
P02	16/04/2025	Layout updated	S2	
P01	07/04/2025		S2	DM

N

0.0 12.5 25.0 50.0 62.5m

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drawn by: DM
date created: Apr 2025
checked by: MS
scale at A2: 1:1250

project title: Land North of Melton Drive, Storrington
document title: Parameters Plan - Access and Movement

project	originator	volume	level	type	role	number
P19038	RFT	XX	XX	DR	A	0132

status: S2
suitability description: For Information
revision: P02

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

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

"Affordable Housing"	Affordable housing comprising Rented Units and/or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	Those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	A written scheme for the provision of the Affordable Housing Units to be provided by the Owner which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development AND such other matters as the District Council may require (acting reasonably); **AND** c) such other matters as the District Council may require (acting reasonably).
"Affordable Housing Provider"	Either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) 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 affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing.
"Affordable Housing Tenure Mix"	A tenure mix of 70% Affordable Rented Units and 30% Shared Ownership Units, or such other mix of Affordable Housing Units as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	35% of the total Housing Units to be provided pursuant to the Affordable Housing Tenure Mix as part of the Development of which the Affordable Rented Units and the Shared Ownership Units are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of this Schedule 2.
"Affordable Rent"	Chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance 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 or the applicable Local Housing Allowance rate for the District Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Affordable Rented Units"	Rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"Deed of Nomination Rights"	The District Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.
"Disposal"	A disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 990 years and **"Dispose"** shall be construed accordingly.
"Fully Serviced"	Where provision of Affordable Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, gas, mains water, sewerage and high-speed broadband are installed and fully functional.

"Head of Housing and Communities"	The District Council's Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
"Homes England"	The executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England);
"Housing Need"	a) in relation to the Affordable Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Register and Nominations Policy"	The District Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Unit"	A unit for residential Occupation to be constructed as part of the Development.
"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 Owner 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 Units"	All those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented units.
"Right to Acquire"	The right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.

"Right to Buy"	The right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	A lease which accords with HE's model form of lease issued from time to time.
"Shared Ownership Unit"	The Affordable Housing Units to made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the District Council.
"Social Rent"	Rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.

The Owner hereby covenants 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 Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the District Council from time to time.

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

2.4 The Owner further covenants that:

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

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

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

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

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

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

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2, prior to Occupation of 80% of the Open Market Units to:

3.2.1 construct and practically complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme;

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

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

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

3.4 Not to Occupy or allow Occupation of more than 80% of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Within any transfer and/or lease of any/all of the Affordable Housing Units to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District Council of a Deed of Nomination Rights in respect of the Affordable 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 reasonable costs to be paid by the Affordable Housing Provider.

3.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 3.2.2 of this Schedule to the Head of Housing and Communities within 10 (ten) Working Days of completion of the transfer or grant.

3.7 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.

3.8 Unless otherwise agreed in writing 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 within (in order of priority):

3.8.1 the local authority district of Horsham; then

3.8.2 Neighbouring councils; then

3.8.3 the County of West Sussex; then

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

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

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

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

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

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

5. EXCLUSIONS

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

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

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

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

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

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

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

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

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

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

SCHEDULE 3

Specimen Deed of Nomination Rights

[**AFFORDABLE HOUSING PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

Lauren Kelly
Head of Legal and Democratic Services
Horsham 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 Council")

1. DEFINITIONS

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

"**Affordable Housing"**	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf

	or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and **"Initial Let"** shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of Storrington 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 Storrington and he wishes to be near that relative; or c) is and has been permanently employed in the parish of Storrington 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 Storrington as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"**Nominee"**	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.

"**S106 Agreement"**	the agreement relating to the Application Site and dated [….] and made between 1) Danshe Ltd; 2) Wates Developments Limited; 3) West Sussex County Council; and 4) Horsham District Council, and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;
"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

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

4. NOMINATION PROCEDURE FOR RENTED UNITS

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

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 10 (ten) weeks' written notice of the date when an Initial Let will be ready for occupation.

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

Nomination procedures

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

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

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

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

Failure to let

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

Notices

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

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

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

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

4.7.4. accepting an Offer from the Affordable Housing Provider.

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

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

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

4.9. In the event that:

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

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

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

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall

inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

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

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

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

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

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

Exempted Voids

4.12. Where the Void is an Exempted Void:

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

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

Rejecting Nominees

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

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

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

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

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

5. NOTICES

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

5.1.1. delivered by hand; or

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

5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed, in the case of the Council to Head of Housing and Communities and, in the case of the Affordable Housing Provider [xxx].

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

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

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

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

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

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

7. DISPUTES

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

8. COSTS

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

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

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

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[*To be provided by the Affordable Provider]*

SCHEDULE 4

Managed Land

1. DEFINITIONS

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

"Estate Charge"	The perpetual yearly variable estate management charge to be imposed on each Open Market Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule 4.
"LAP and LEAP Specifications"	The specifications for the LAP and the LEAP to include: • plans, details, specifications and a timetable for provision of the LAP and the LEAP; • details of the surface treatment (grass/ hard/linked surface paths/ impact absorbing safety surfaces); • details of any earthworks, excavations, construction, drainage; • details of any fencing or materials; • type and size of play equipment; • details and type of any seating; • litter bins; • signage (type and location); and • a management plan for the long term future maintenance and management (including a maintenance schedule) and the arrangements for securing the availability of the LAP and the LEAP for use by the general public; with the LAP and the LEAP Specifications which shall be determined by a Reserved Matters Permission in accordance with this Schedule and managed and maintained in accordance with the Management Plan.
"Local Area for Play"/ "LAP"	The local area for play be provided as part of the Development within the Open Amenity Space which shall be determined by a Reserved Matters Approval.
"Local Equipped Area for Play"/ "LEAP"	The local equipped area for play be provided as part of the Development within the Open Amenity Space which shall be determined by a Reserved Matters Approval.
"Management Company"	A limited company or company limited by guarantee (or companies) established by the Owner to carry out the long-term management and maintenance of the Open Amenity Space, the LAP and the LEAP (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with

	the provisions of this Agreement and the Management Plan and: 1) whose objectives shall include: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Open Market Units; 2) whose constitution will be submitted to and approved by the District Council and will facilitate the Owner retaining control of the Management Company until such time it relinquishes that control to the shareholders; AND includes any/all subsequent body/bodies that take on this responsibility.
"Management Company Structure Scheme"	A scheme that addresses the following in relation to the Management Company: a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee; b) proposed banking arrangements of the Management Company; c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; d) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company or the District Council or its nominee if the circumstances require on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer); as may be amended from time to time as approved in writing by the District Council.
"Managed Land"	The Open Amenity Space, the LAP and the LEAP to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and Schedule 4 of 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 Plan"	A detailed written scheme for the ongoing management and maintenance of the Managed Land which shall include (but not be limited to) the following: a) a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of

	the Managed Land change); b) arrangements for securing the availability of the Managed Land for unfettered use by the general public. c) arrangements demonstrating full integration of landscape, biodiversity and arboriculture considerations; d) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; e) frequency and standard of maintenance and repair including any unadopted SuDS infrastructure situated therein and any fencing (including acoustic fencing); f) measures to replace any trees shrubs or turf which may die or become diseased; g) standard and standard of maintenance and repair to be achieved or maintained; h) how the Estate Charge will be calculated and collected to ensure that such ongoing maintenance shall be funded at no cost to the District Council; i) details of the proposed Management Company; j) the person who shall be the point of contact for anyone wishing to raise issues or complain about the management or maintenance of the Managed Land; k) the mechanism which shall be put in place to ensure that the details of the point of contact are publicised to residents of Dwellings and members of the public using the Managed Land; l) the process to be followed if the Management Company is found to be in breach of its obligations under this Agreement.
"Open Amenity Space"	Land in the Development including retained trees, landscaping and public shared space providing areas of: • multifunctional green space which shall include the LEAP; • parks and gardens; • a community orchard • amenity green space; • natural/semi-natural green space; which shall be determined by a Reserved Matters Permission in accordance with this Schedule and managed and maintained in accordance with the Management Plan.
"Open Amenity Space	The specification provided for the Development for the Open

Specification"	Amenity Space or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Amenity Space; • approval of boundaries of any areas or parcels of land to be transferred to the Management Company; • details of the layout, landscaping and planting; • details for topsoil and seeding; • details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces); • details of any earthworks, excavations, construction, drainage; • details of any fencing or materials; • details and type of any seating; • litter bins; • signage (type and location); and • a management plan for the long-term future maintenance and management (including a maintenance schedule) and the arrangements for securing the availability of the Open Amenity Space for use by the general public.

2. MANAGED LAND

The Owner hereby covenants with the District Council as follows:

2.1. Not to Commence Development or allow Commencement of Development until the Open Amenity Space has been approved pursuant to a Reserved Matters Application.

2.2. Prior to Commencement of Development as part of the Reserved Matters Application referred to in paragraph 2.1 of this Schedule, to submit the Open Amenity Space Specification, the LAP and LEAP Specifications, the Management Plan and the Management Company Structure Scheme for written approval and not to Commence the Development until the District Council has approved the Open Amenity Space Specification, the LAP and LEAP Specifications the Management Plan and the Management Company Structure Scheme, such approval not to be unreasonably delayed or withheld.

2.3. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 75% (seventy five percent) of the Dwellings within the Development until the Owner has at their own expense:

2.3.1. carried out the required works to provide the Open Amenity Space in accordance with the Open Amenity Space Specification and the LAP and the LEAP in accordance with the LAP and the LEAP Specifications such that

it is ready for use by members of the public;

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

2.3.3. submitted a post installation report prepared by the Royal Society for the Prevention of Accidents in respect of the LAP and the LEAP to the Head of Development and Building Control at the District Council within 5 Working Days of the date of completion of the LAP and the LEAP;

2.3.4. within ten (10) Working Days of receipt of the Head of Development and Building Control's written confirmation of completion of the approved works pursuant to paragraphs 2.3.2 and 2.3.3 of this Schedule:

2.3.4.1. offer in writing to transfer the Managed Land to the Management Company for £1 upon the contractual terms set out in paragraph 2.8 (including sub-paragraphs) of this Schedule and notify the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

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

2.4. The Owner shall use reasonable endeavours to carry out all the works within the timescales referred to in paragraph 2.3.1 of this Schedule.

2.5. If, in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works undertaken pursuant to the Open Amenity Space Specification and the LAP and the LEAP Specifications the Head of Development and Building Control shall notify the Owner what the defects consist of within ten (10) Working Days of the Owner's written notice pursuant to paragraph 2.3.2 of this Schedule and the Owner covenants to make good the defects prior to the transfer of the Managed Land in accordance with paragraph 2.3.4.2 of this Schedule and the District Council's written confirmation referred to in paragraph 2.3.2 of this Schedule will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner has complied with its obligation to make good any defects in the works.

2.6. The Owner shall at their own expense continue to maintain and insure the Managed Land, including any equipment such as play equipment thereon, keeping all trees and vegetation at all times clean cultivated and in good heart fed and watered and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, both for the

respective applicable maintenance period and for the period until all the Managed Land is transferred in accordance with paragraph 2.3.4.2.

2.7. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owner has paid to the District Council a fee of **£600 (six hundred pounds)** which is based on the current daily rate for the inspection of the works undertaken by the Owner in creating the Managed Land.

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

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

2.8.2. the parcel(s) 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 Agreement and subject also to any easements granted to Statutory Undertaker and purchasers of Dwellings after the date of this Agreement and other matters contained and referred to in the register of title to the Application Site;

2.8.3. 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 Agreement;

2.8.4. completion shall take place on the date falling 60 Working Days after the date on which the written offer of transfer is made pursuant to paragraph 2.3.4.1 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owner and the Management Company;

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

2.8.5.1. that the Managed Land shall be made available for the use of the general public free of charge and shall only be used for the purposes of the Managed Land and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing or maintaining the Managed Land or is required to be carried out by a statutory undertaker;

2.8.5.2. the Owner and the District Council agree that when the Managed Land is transferred to the Management Company the Owner 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 Owner (in this case not including the owner/occupiers of the Open Market Units (or their successors in title) or the Registered Provider (or their successors in title) or owner/occupiers of the Affordable Housing Units (or their successors in title) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.9. That the Managed Land 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 2.2 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. MANAGEMENT COMPANY

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

3.1.1. set up the Management Company in accordance with the provisions set out in paragraph 3.1.6 of 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 the annual Estate Charge as determined by the Management Company for the maintenance of the Managed Land which has been or are to be transferred to the Management Company;

3.1.3. immediately upon the sale of the first Dwelling provided the District Council with copies of the Articles and Memorandum of Association of the Management Company and a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.4. where any Managed Land is to be managed and maintained by the Management Company in accordance with the terms of this Schedule the Owner complied with the provisions contained in paragraphs 3.1.5 and 3.1.6 of this Schedule;

3.1.5. prior to the Occupation of any Dwelling submitted the Management Company Structure Scheme to the District Council for approval and not to permit Occupation of any Dwelling until the District Council has approved the Management Company Structure Scheme in writing;

3.1.6. on approval of the Management Company Structure Scheme, established the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to Occupation of any Dwelling.

SCHEDULE 5

Biodiversity Net Gain

With the intention of binding the Application Site, and for the purpose of allowing Development to be delivered, the Owner 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 in the form (or 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 5 of this Agreement such approval not to be unreasonably delayed or withheld.
"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.
"BNG Monitoring Contribution"	The sum of **£4,176.87 (FOUR THOUSAND ONE HUNDRED AND SEVENTY-SIX POUNDS AND EIGHTY-SEVEN PENCE)** to be used to pay the 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 Owner to the District Council pursuant to this Schedule 5 of this Agreement.
"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.
"Breach Notice"	A notice which may be served by the District Council on the Owner pursuant to paragraph 5 of Schedule 5 of this Agreement 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 c) 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 of this Schedule 5 of this Agreement.
"Certificate of Completion"	A written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council (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 Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.3 of this Schedule 5 of this Agreement.
"DEFRA"	The Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions.
"Habitat Creation and Enhancement Works"	The habitat creation and/or enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).
"Habitat Management and Monitoring Plan (HMMP)"	The document titled 'Habitat Management and Monitoring Plan' for the creation and/or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) the 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 e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the District Council for approval in writing in accordance with Schedule 5 of this Agreement.
"Monitoring Report"	The monitoring reports to be issued to the District Council as specified in the HMMP and to be submitted at 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.
"Proposed Commencement Date"	The date on which the Developer intends to Commence Development.

2. **BNG MONITORING CONTRIBUTION**

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

3. BIODIVERSITY GAIN PLAN AND HMMP

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

3.2. To complete the Habitat Creation and Enhancement works in accordance with the timescales set out in the approved HMMP.

3.3. To complete the Habitat Creation and Enhancement Works set out in the HMMP in full and not to Occupy more than 50% of 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.

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

3.5. Following the issue of the Completion Date Notice pursuant to paragraph 3.4 of this Schedule:

3.5.1. If the District Council chooses to inspect the Habitat Creation and Enhancement Works and identifies necessary remedial works in order to reasonably and properly implement those elements of the HMMP the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and

3.5.2. Upon completion of any remedial works, the Owner shall serve a Completion Date Notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraphs 3.5.1 and the District Council shall issue 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 Habitat Management and Monitoring Plan.

3.8. To notify the District Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:

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 Application Site in a manner consistent with its function to deliver Biodiversity Net Gain; and

3.8.3.2. the continued functioning of the Application Site for BNG.

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 any part of the Application Site necessary for monitoring compliance with:

4.1.1.1. the obligations in this Schedule; and

4.1.1.2. any Breach Notice;

4.1.2. pass and repass across any land in the Owner's control necessary for gaining access to the Application Site in accordance with paragraph 4.1.1.

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

5. BREACH NOTICE AND STEP-IN RIGHTS

5.1. To notify the District Council within 20 Working Days of service of a Breach Notice whether the Owner accepts or disputes the Breach Notice in whole or in part ("**BNG Breach Response Notice**");

5.2. Where a Breach Notice is disputed, (or remedial steps are not agreed in accordance with sub-paragraph 3.5.3):

5.2.1. to include a reasoned response in the BNG Breach Response Notice under paragraph 5.1 and

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

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

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

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

5.4. Where the Owner 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:

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

5.4.2. any other land in the Owner’s control necessary to access the Application Site,

PROVIDED THAT reasonable advance notice is given in accordance with paragraph 4 of this Schedule 5 to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable.

5.5. 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 5.4 (including its sub paragraphs) within 20 Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

6. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 45.5 of this Schedule, the District Council shall be entitled to recoup its costs from the Owner or its successors in title and may secure the same by registering a charge or restriction on the title of the Application Site at HM Land Registry.

SCHEDULE 6

Air Quality

1. DEFINITIONS

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

"ANPR System"	An Automatic Number Plate Recognition system using cameras and optical character recognition software to read and recognise vehicle registration plates and to be located within the vicinity of the Development.
"Storrington AQMA"	The Storrington Air Quality Management Area described on the District Council's website as, "incorporating West Street, the High Street and part of School Hill and Manleys Hill in Storrington shown on the Storrington Air Quality Management Map" https://www.horsham.gov.uk/environmental-health/air-quality/horsham-districts-air-quality-management-areas-aqmas and identified as hatched in red on the illustrative map: https://experience.arcgis.com/experience/bda0932e958443bd9d7ebfc68384e5e4
"Air Quality Mitigation Contribution"	The sum of **£9,000 (nine thousand pounds)** for the purchase and installation of an ANPR System, to enable the District Council to monitor: a) traffic movements within the Storrington AQMA such that the resulting data can be used to inform and mitigate air quality in the vicinity of the Development; and b) traffic movements during the construction phase to identify breaches of planning conditions regarding the Construction Environmental Management Plan for the purposes of monitoring air quality; such contribution to be paid to the District Council in accordance with this Schedule 6 of this Agreement.

2. PAYMENT OF CONTRIBUTION

The Owner hereby covenants with the Council as follows:

2.1 Prior to Commencement of Development to pay the Air Quality Mitigation Contribution in full to the District Council and not to Commence Development until it has paid the Air Quality Mitigation Contribution in full to the District Council.

SCHEDULE 7

Safeguarded Land

1. DEFINITIONS

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

Access and Movement Parameter Plan	The indicative plan attached at Schedule 1 showing the Access and Movement Parameter Plan.

2. SUBMISSION OF ACCESS AND MOVEMENT PARAMETER PLAN

2.1 The Owner hereby covenants with the District Council that as part of a Reserved Matters Application a plan will be submitted to the District Council showing the location of a land corridor between the eastern boundary of the Application Site and the Development's proposed estate road to ensure that future access to the adjacent land can be safeguarded in accordance with the Access and Movement Parameter Plan.

SCHEDULE 8

Highways and Public Rights of Way

1. DEFINITIONS

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

"All Requisite Consents"	All requisite consents, orders, agreements, authorisations, licences and permissions required to implement a TRO Works Scheme or Highways Works Scheme.
"Bus Shelter Contribution"	The sum of £15,500 payable to the County Council of which: • £7,000 will be paid forward to the Parish Council for the bus shelter works; and • £8,500 will be used by the County Council to provide real time travel information for users of the bus service.
"Highways Works"	The works at the following locations: • Vehicular bellmouth access works into the Development; • Provision of footway on Fryern Road to link with existing footway on Melton Drive with new dropped kerb/ tactile paved crossing of Melton Drive; • 6 x uncontrolled pedestrian crossings (dropped kerb/tactile paving) at : 1. Melton Drive (vicinity of Aldermoor Avenue and Active Travel access to site) 2. Aldermoor Avenue side road access to no. 8 & 12 3. Aldermoor Avenue/Greenfield Way junction 4. Greenfield Way/Downsview Avenue junction 5. Downsview Avenue (north of Windmill Copse junction) 6. Wantley Lane/Fryern Road junction. • The Active Travel access link onto Melton Drive. unless otherwise agreed in writing with the County Council.
"Highway Works Scheme"	A scheme in respect of the Highway Works delivered in accordance with Part 4 of this Schedule 8.
FP2649 Contribution	The sum of **£24,000 (twenty four thousand pounds)** towards improvements to PRoW 2649 for a length of 400

	metres from Fryern Road to the River Stor, which shall include hardwearing all weather surface.
FP2442 Contribution	The sum of **£24,000 (twenty four thousand pounds)** towards improving 400 metres of pedestrian surface of eastern end of PRoW FP2442 between the Droveway and its junction with PRoW FP2448.
FP2448 (Northwards) Contribution	The sum of **£3,600 (three thousand six hundred pounds)** towards improving 60 metres of pedestrian surface of PRoW FP2448 between junction with PRoW FP2442 and north to Northlands Lane.
FP2448 (Southwards) Contribution	The sum of **£8,400** (**eight thousand four hundred pounds)** towards upgrading of the 100 metre section of PRoW 2448 and steps between the land North of Downsview Road site, Storrington and where PRoW 2448 and PRoW 2422 meet.
"Travel Plan"	The travel plan to be submitted and approved pursuant to the Planning Permission and for the avoidance of doubt said Travel Plan shall be based on the Travel Plan Statement prepared by i-Transport dated 19 December 2024.
"the Travel Plan Co-ordinator"	The person appointed by the Owner responsible for securing the implementation of the Travel Plan.
"Travel Plan Statement and Monitoring Fee"	The sum of **£1,695** (one thousand six hundred and ninety five pounds) payable to the County Council for the auditing and monitoring of the Travel Plan.
"Traffic Regulation Order"	A traffic regulation order pursuant to the Road Traffic Regulation Act 1984 to provide the TRO Works.
"TRO Contribution"	The total sum of **£10,205 (ten thousand two hundred and five pounds)** Indexed payable by the Owner for the promotion and advertisement of a potential traffic regulation order pursuant to the Road Traffic Regulation Act 1984 for the TRO Works and payable in accordance with this Schedule towards the following: the extension of the 30mph speed limit on Fryern Road for a distance of approximately 150 metres running northwards; the replacement of the national speed limit (60mph) to 40mph between Storrington and West Chiltngton for a distance of approximately 1km; and the speed limit change to 30mph on Melton Drive and Melton Avenue to coincide with those surrounding streets which are currently set at the national speed limit of 60mph.
"TRO Works"	The new lining, signage and village gateway associated with the speed limit changes that will be set out in the proposed traffic regulation order.

"**TRO Works Scheme**"	A scheme in respect of the TRO Works delivered in accordance with Part 2 of this Schedule.

2. TRANSPORT CONTRIBUTIONS AND OBLIGATIONS

The Owner hereby covenants with the County Council as follows:

2.2 To pay to the County Council the Travel Plan Statement and Monitoring Fee prior to Occupation of any Dwelling within the Development; and

2.3 Not to cause or permit the Occupation of any Dwelling in the Development until the Travel Plan Statement and Monitoring Fee has been received by the County Council.

2.4 To submit the Travel Plan for approval prior to Commencement of Development.

2.5 Not to cause or permit the Occupation of the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

2.6 Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan.

2.7 To pay to the County Council the TRO Contribution prior to Commencement of Development or when the traffic regulation order is applied for, whichever is the soonest.

2.8 Not to cause or permit Commencement of the Development until the TRO Contribution has been received by the County Council.

2.9 If the traffic regulation order for the TRO Works is approved by the County Council the Owner shall carry out the TRO Works at the Owner's expense in accordance with Part 2 of this Schedule.

2.10 To submit a TRO Works Scheme, within 14 days of the Traffic Regulation Order being approved, to the County Council for approval provided that where a TRO Works Scheme is submitted to the County Council which is not approved a revised TRO Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous TRO Works Scheme is not approved, be submitted to the County Council for approval.

2.11 Once the County Council has approved a TRO Works Scheme (the "Approved TRO Works Scheme") to obtain All Requisite Consents.

2.12 After All Requisite Consents have been obtained and the TRO has been made by the County Council pursuant to the Road Traffic Regulation Act 1984 to carry out in full the approved TRO Works Scheme and to complete the TRO Works to the satisfaction of the County Council.

2.13 If the Traffic Regulation Order is approved and subsequently made by the County Council not to allow First Occupation of any Dwelling until the TRO Works in

accordance with the TRO Works Scheme have been completed to the satisfaction of the County Council unless otherwise agreed by the County Council and the County Council's consent of First Occupation of any Dwelling shall not be unreasonably withheld if the reason that the works have not been completed is because the Traffic Regulation Order, has not been approved by the County Council and/or made pursuant to the Road Traffic Regulation Act 1984.

2.14 To pay to the County Council the Bus Shelter Contribution prior to Occupation of any Dwelling within the Development; and

2.15 Not to cause or permit the Occupation of any Dwelling in the Development until the Bus Shelter Contribution has been received by the County Council.

3. PROW IMPROVEMENT CONTRIBUTIONS

The Owner hereby covenants with the County Council as follows:

3.1 To pay to the County Council the FP2649 Contribution prior to Occupation of any Dwelling within the Development; and

3.2 Not to cause or permit the Occupation of any Dwelling in the Development until the FP2649 Contribution has been received by the County Council.

3.3 To pay to the County Council the FP2442 Contribution prior to Occupation of any Dwelling within the Development; and

3.4 Not to cause or permit the Occupation of any Dwelling in the Development until the FP2442 Contribution has been received by the County Council.

3.5 To pay to the County Council the FP2448 (Northwards) Contribution prior to Occupation of any Dwelling within the Development; and

3.6 Not to cause or permit the Occupation of any Dwelling in the Development until the FP2448 (Northwards) Contribution has been received by the County Council.

3.7 To pay to the County Council the FP2448 (Southwards) Contribution prior to Occupation of any Dwelling within the Development; and

3.8 Not to cause or permit the Occupation of any Dwelling in the Development until the FP2448 (Southwards) Contribution has been received by the County Council.

4. HIGHWAYS WORKS SCHEME

The Owner hereby covenants with the County Council as follows:

4.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works

4.2 Not to Commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.

4.3 Once the County Council approves a Highway Works Scheme ("the **Approved Highway Works Scheme**") to obtain All Requisite Requests including without limitation entering into an agreement with the County Council pursuant to section 38/278 of the 1980 Act in respect of the Highways Works ("the Highways Agreement(s)").

4.4 Not to Occupy the Development until the Owner has completed the Highways Works subject to the Highways Agreement(s) to the reasonable satisfaction of the County Council unless otherwise agreed in writing with the County Council.