Discharge of Condition Application
Condition 7 – Water Neutrality
DC/23/0460

Green Barn
Mill Farm
Mill Lane
Itchingfield
West Sussex

On Behalf of
Mr and Mrs Robinson

Prepared by
Charlotte Catton-Giltinane AssocRTPI
[redacted]

May 2025

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1 BACKGROUND

1.1 Planning permission was granted via planning application reference DC/23/0460 on the 2nd May 2024 and relates to the demolition of an agricultural building and the erection of a two-storey dwelling (as an alternative to prior approval reference DC/21/2075).

1.2 Condition 7 noted on the decision notice of DC/23/0460 states:

> **Pre-Occupation Condition:** The development hereby permitted shall be undertaken in full accordance with the water neutrality statement (Batcheller Monkhouse, dated June 2023). The dwelling hereby permitted shall not be occupied until evidence has been submitted to and been approved in writing by the Local Planning Authority that the installations, appliances and fittings detailed at Appendices A and B to the water neutrality statement have been installed to the indicated standard of efficiency. The installed measures shall be retained as such thereafter.
>
> Reason: To ensure the development is water neutral to avoid an adverse impact on the Arun Valley SACSPA and Ramsar sites in accordance with Policy 31 of the Horsham District Planning Framework (2015), Paragraphs 179 and 180 of the National Planning Policy Framework (2021), its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), and s40 of the NERC Act 2006 (Priority habitats & species). -

1.3 This report provides evidence that the approved water efficiency measures have been installed as per the water neutrality report secured via the completed S106 Agreement.

2 WATER USAGE OF NEW DWELLING

2.1 Proposed Water Usage

2.2.1 The dwelling as detailed within the approved water neutrality report attached at Appendix A which is addendum to the completed S106 agreement confirms the daily water usage of being 187.74 litres of water per day or 68,526.82 litres per year.

2.1.1 In order to ensure the site is water neutral rainwater harvesting will replace the mains water usage currently used by the horses on site and will serve the troughs located around the farm and which will provide the required offsetting of the new dwelling, further details of which can be found in Section 3 of the report in Appendix A.

2.1.2 To ensure the new dwelling is water efficient the following fixtures and fittings flow rates were approved and are what the new dwelling must adhere to.

Table 2.1 – Approved Flow Rates of Fixtures and Fittings

Appliance/Fitting	Flow Rate
Dual Flush Toilets x 3	2.38 (via Rainwater Harvesting)
Washroom Taps x 3	2 litres per minute
Kitchen Taps x 2	2.7 litres per minute
Bath x 1	90 litres capacity
Showers x 2	4.5 litres per minute
Washing Machine	8.17 (via Rainwater Harvesting)
Dishwasher	1.25

2.1.3 As noted in Table 2.1 a rainwater harvesting tank is to be installed to serve the toilets and washing machine and will be filled via the roof of the new dwelling. The rainwater harvesting tanks required a capacity of 3,000 litres in order to cater for a 35 day drought period and would be installed below ground close to the dwelling.

2.1.4 As shown in Appendix C, an F-LINE 3,000L tank has been purchased and installed underground. A photo of the installation is included, and the tank has been connected to supply water to the toilets and washing machine in the new dwelling.

2.1.5 Appendix B includes photographs of the fixtures and fittings installed in the new dwelling, along with a copy of the invoice confirming that flow regulators have been fitted by a qualified plumber so that they align with the agreed flow rates as outlined within the Part G calculator. These measures ensures the compliance with the required maximum flow rates.

3 RAINWATER HARVESTING SYSTEM AT LIVERY

3.1 Rainwater Harvesting Systems

Application Site

3.1.1 The roof area of the two application buildings that were proposed for rainwater harvesting total 72.8 sqm and are shown on the plan below.



3.1.2 To calculate how much rainwater can be collected by a harvesting system the rainfall (mm) is multiplied by the roof surface area (sqm) as follows:

871.475 x 72.8 = 63,443.38 litres of water per year

To account for a coefficient yield rate of 1% for rainwater that could be lost during collection would bring this figure down to **62,808.95 litres per annum.**

3.1.3 Two 3000 litre rainwater harvesting tanks were proposed to be installed to capture the water on the buildings to serve the water troughs although it was noted that similar tanks are available.

3.3.2 As an alternative to the suggested tanks 1 x 8050L Enviro EVW tank was installed next to the roofs of the building highlighted in the plan above and which has more than enough capacity to cater for a 35 day drought period. A photo of the implementation is shown in Appendix D.

4 SUMMARY

4.1 The fixtures and fittings at the new dwelling have been installed by a qualified plumber with flow restrictors installed so that they conform with the approved flow rates, evidence has been provided by way of invoice.

4.2 A rainwater harvesting tank has been installed below ground to serve the toilets and washing machine at the new dwelling and replaces the mains water usage, evidence is provided by way of invoice and photographic evidence.

4.3 A rainwater harvesting tank has been installed to replace the mains water usage that serves the livery and which offsets the developments water usage, evidence has been provided by way of photo.

4.4 The above measures have been installed and ensure the dwelling conforms with the agreed water offsetting strategy as attached to the completed S106 agreement.

Appendix A

Completed S106 Agreement

with Water Neutrality Report

MARK EDWIN ROBINSON and JOANNA ELIZABETH ROBINSON

and

HANDELSBANKEN PLC

and

HORSHAM DISTRICT COUNCIL

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 in respect of

Mill Farm, Mill Lane, Itchingfield, Horsham RH13 0NP

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL

Legal Ref: CB/003449

This Agreement is made as a deed and dated 1st May 2024

Between:

1) **MARK EDWIN ROBINSON** and **JOANNA ELIZABETH ROBINSON** of Mill Farm, Mill Lane, Itchingfield, Horsham RH13 0NP ("the **Owners**")

(2) **HANDELSBANKEN PLC** ~~(Co. no. 11305395) whose registered office is at 3 Thomas More Square, London E1W 1WY ("the Mortgagee")~~ *

(3) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL ("the **Council**")

together "the Parties"

* a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London, E1W 1WY and whose address for service is situate at Unit 3 Peveril Court, 6-8 London Road, Crawley RH10 8JE ("the Mortgagee")

1. BACKGROUND & RECITALS

Whereas

1.1 The Owners are the registered proprietors with Title Absolute of the Site registered at HM Land Registry under title number WSX404472.

1.2 The Mortgagee is the registered proprietor of a charge dated 16th October 2018 as referenced at paragraph 1 of the Proprietorship register and paragraphs 1 and 2 of the Charges register of title number WSX404472 and the Mortgagee has agreed to enter into this Agreement to give its consent to the same.

1.3 The Council is the local planning authority as defined in the Act for the area within which the Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act.

1.4 The Application was submitted to the Council on 13 March 2023 and validated on 12 April 2023

1.5 On 5 December 2023, the Council's Planning Committee (North) resolved to grant planning permission for the Development subject to this Agreement in order to secure the necessary planning obligations.

1.6 The Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.

1.7 The water statutory undertaker, Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.

1.8 In September 2021 Natural England released the Position Statement which requires that any new development within the SNWSZ must be Water Neutral. The Parties agree that the Development must be Water Neutral and the Owners have entered into this Agreement in order to secure the required mitigation and Offsetting Measures in order to bind the Site which will be subject to the Offsetting Measures.

1.9 The Owners and the Mortgagee are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for planning permission ascribed reference number DC/23/0460 described as, "Demolition of an agricultural building and the erection of a two-storey dwelling (as an alternative to prior approval reference DC/21/2075)".
"Application Site"	means the land that comprises part of the Site together with the access track that is shown for identification purposes edged in red on the Plan and is the subject of the Application.
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and **"Commence Development"** shall be construed accordingly;
"Commencement Date"	means the date on which the Commencement of the Development occurs;
"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;

"Development	means the development of the Site pursuant to the Planning Permission;
"Monitoring Fee"	means the fee of [redacted] payable to the Council for monitoring obligations in the Agreement and which is payable on or before completion of this Agreement;
"Occupation"	means occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly;
"Occupation Date"	means the date on which the Development is first Occupied;
"Occupation Notice"	means the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3;
"Offsetting Measures"	means the detailed water saving measures that are to be implemented on the Site in order to make the Development Water Neutral set out in the Water Neutrality Strategy and that are set out in the Water Neutrality Statement;
"Plan"	means the plan of the Site entitled "Application, Ownership and site Plan", comprising Schedule 1 of this Agreement.
"Planning Permission"	means the planning permission granted by the Council pursuant to the Application;
"Position Statement"	means the statement dated 14th September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Section 73 Consent"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;
"Site"	means all that land at Mill Farm, Mill Lane, Itchingfield, Horsham RH13 0NP owned by the Owners that is shown for identification purposes edged blue on the Plan, which includes part of the Application Site and on which the Offsetting Measures will be implemented;
"SNWSZ"	means the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	means the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Neutral"	means the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "**Water Neutrality**" shall be construed accordingly;
"Water Neutrality Statement"	means the statement prepared by Charlotte Catton-Giltinane of Batcheller Monkhouse (updated August 2023) on behalf of the Owners and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation measures to achieve Water Neutrality and which appears at Schedule 2 of this Agreement;
"Water Neutrality Strategy"	means the strategy submitted to and approved by the Council as part of the conditions of the Planning Permission setting out the precise

	Offsetting Measures to be undertaken to achieve the water reduction targets set out in the Water Neutrality Statement;
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1st July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report;
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect on the date of this Agreement with the exception of the provisions in paragraph 7 and Schedules 2 and 3 of this Agreement, that shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the Council to comply fully with and to perform the obligations contained in this Agreement in accordance with the requirements and timescales set out;

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

7. NOTICES

7.1 The Owners covenant with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 14 (fourteen) days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 14 (fourteen) days before the anticipated Occupation Date.

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

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

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

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

8. COSTS

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

9. MORTGAGEE'S CONSENT

9.1 The Mortgagee consents to the completion of this Agreement and declares that its interest in the Site shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site.

9.2 Any 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 Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owners.

10. GENERAL

The parties undertake that:

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

10.2 this Agreement constitutes a deed.

10.3 this Agreement is enforceable by the Council in accordance with section 106 of the Act.

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

10.5 It is hereby agreed by the Owners that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

10.6 The Owners hereby undertake that:

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

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

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

10.7 The Owners and the Mortgagee acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owners hereby give consent for the Site Plan to be reproduced by the Council.

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

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

10.11 The obligations in this Agreement (with the exception of clause 8.) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission:

10.11.1 expires;

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

10.11.3 is quashed following a successful legal challenge,

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

10.12 The Owners (or any person deriving title to the Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with their interest in the Site or part of the 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 Site include any part of it.

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

10.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

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

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

10.17.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.

10.17.3 nothing in this clause shall fetter the discretion of the 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 Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Parties concerning anything contained in this Agreement then the provisions of this clause 11 shall apply.

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

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

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

11.3.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) working days of receipt by the other party thereof;

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

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

11.3.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owners and the Mortgagee has any legal or equitable interest in the land known as the Site.

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

13. GENERAL

12.3 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this deed or the Planning Permission, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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

EXECUTED as a **DEED** by
MARK EDWIN ROBINSON

[redacted] ..... Signature

In the presence of

W [redacted] ..... Signature
I ..... Print name
T BAYSTONE HOUSE ..... Address
N MILL LANE ..... Address
E ITCHINGFIELD ..... Address
S RH13 ONP ..... Postcode
S BOOKKEEPER ..... Occupation

EXECUTED as a **DEED** by
JOANNA ELIZABETH ROBINSON

[redacted] ..... Signature

In the presence of

W [redacted] ..... Signature
I ..... Print name
T BAYSTONE HOUSE ..... Address
N MILL LANE ..... Address
E ITCHINGFIELD ..... Address
S RH13 ONP ..... Postcode
S BOOKKEEPER ..... Occupation

~~EXECUTED as a DEED by~~
~~HANDELSBANKEN PLC~~
~~Acting by powers of attorney~~

..... Signature of attorney

..... Print name/ Job title

In the presence of

W ..... Signature
I ..... Print name
T ..... Address
N ..... Address
E ..... Address
S ..... Postcode
S ..... Occupation

..... Signature of attorney

..... Print name/ Job title

In the presence of

W ..... Signature
I ..... Print name
T ..... Address
N ..... Address
E ..... Address
S ..... Postcode
S ..... Occupation

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

[redacted]

.....

Authorised Officer

17847 + 3

For HEAD OF LEGAL &
DEMOCRATIC SERVICES

Executed as a deed by DAYAN MAHARAJH Corporate Banking Manager and BARRY SEXTON Deputy Branch Manager as attorneys for Handelsbanken plc

[redacted]

as attorney for Handelsbanken plc

[redacted]

as attorney for Handelsbanken plc

in the presence of:

[redacted]

Name of witness (IN BLOCK CAPITALS)

S DOWLAND AVENUE SOUTHWICK BN42 4RF

Address of witness

ACCOUNT MANAGER SUPPORT

Occupation of witness

in the presence of:

[redacted]

Name of witness (IN BLOCK CAPITALS)

S DOWLAND AVENUE SOUTHWICK BN42 4RF

Address of witness

ACCOUNT MANAGER SUPPORT

Occupation of witness

Schedule 1

Plan - "Application, Ownership and Offsetting Site Plan"

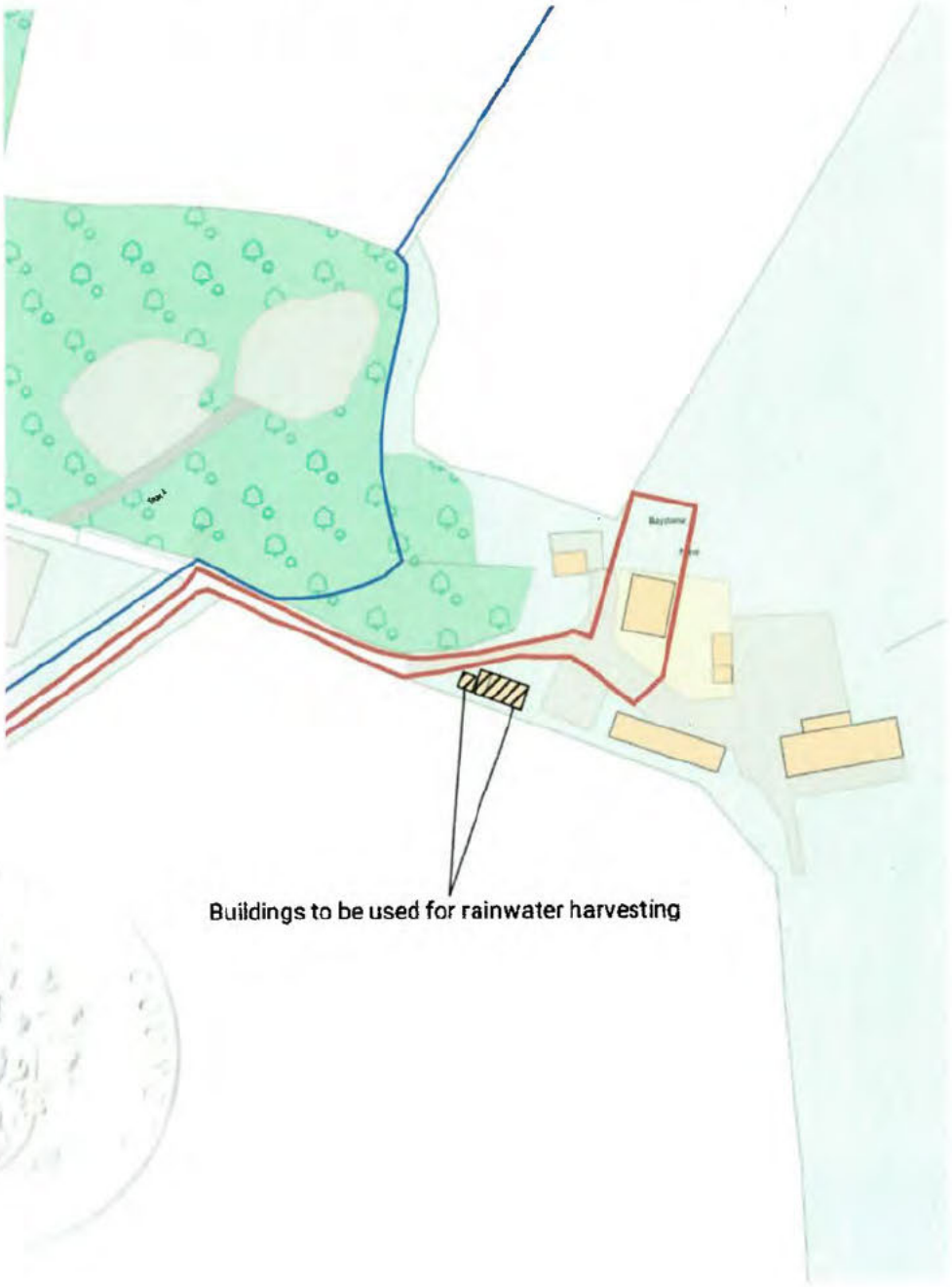
[redacted]

[redacted]

[redacted]

[redacted]

Plan - "Application, Ownership and Offsetting Site Plan" – enlarged central section



[redacted]

Application, Ownership and Offsetting Site Plan

Batcheller Monkhouse

[redacted]

[redacted]



Produced on Apr 9, 2024.
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[redacted]

50 m
Scale 1:1250 (at A0)

N

Schedule 2

Water Neutrality Statement (August 2023)

Batcheller Monkhouse

Water Neutrality Statement

Demolition of an Agricultural Building and the
Erection of a New Dwelling
(as an alternative to Prior Approval DC/21/2075)

at

Land at Mill Farm
Mill Lane
Itchingfield
RH13 0NP

On Behalf of
Mr & Mrs Robinson

Prepared by

[redacted]

Updated August 2023

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1 INTRODUCTION

1.1 Horsham District is situated in an area of serious water stress, as identified by the Environment Agency Water Stressed Areas Classification.

1.2 Horsham District is supplied with water by Southern Water from its Sussex North Water Resource Zone. This supply is sourced from abstraction points in the Arun Valley, which includes locations such as Amberley Wild Brooks Site of Special Scientific Interest (SSSI), Pulborough Brooks SSSI and Arun Valley Special Protection Area/Special Area of Conservation and Ramsar site.

1.3 On 14 September 2021, Horsham District Council received a Position Statement from Natural England. Information collected by Natural England shows that water abstraction for drinking water supplies is having a negative impact on the wildlife sites in the Arun Valley. They have advised that any new development that takes place must not add to this negative impact.

1.4 One way of preventing any further negative impact is to ensure that all new development which takes place is water neutral. Water neutrality is defined as the use of water in the supply area before the development is the same or lower after the development is in place.

1.5 The application site is located within the Sussex North Water Resource Zone. This report therefore provides evidence to show that the proposed development will be water neutral.

2 BACKGROUND

2.1 Prior approval for the conversion of an agricultural building to form a 2 bedroom dwelling was granted on 12th November 2021 under application reference DC/21/2075.

2.2 A Regulation 77 application was submitted under reference HRA/22/0020 which provided offsetting measures to make the conversion water neutral. These measures have been accepted in principle by Horsham District Council. At the time of writing a Unilateral Undertaking has been reviewed by the Council's legal team and comments are awaited from the planning department.

2.3 The Regulation 77 application proposed using a rainwater harvesting system to supply 21,775.9 litres to the dwelling for use in greywater appliances (3 x wcs, 1 x washing machine and 1 x external tap). The same system would also supply 54,750 litres of water to the farm's livery business. This would be sufficient to offset the dwelling's calculated water usage of 76,525.9 litres per year.

2.4 This report has been prepared in support of a new planning application for the demolition of the agricultural building and its replacement with a three bedroom dwelling. This is being submitted as an alternative to the scheme approved under prior approval reference DC/21/2075.

3 CALCULATING WATER USAGE

3.1 Introduction

3.1.1 In the UK every person uses approximately 150 litres of water a day, whilst consumption in our homes has steadily increased every year by around 1% since 1930 as we enjoy better standards of cleanliness and greater use of water-using appliances.

3.1.2 Increased consumption and a growing number of households has put more pressure on water supplies and it is likely that this problem will worsen as our climate changes.

3.1.3 From April 2010 Part G of the Building Regulations requires new dwellings to limit maximum water usage to 125 litres per person per day, whilst dwellings assessed under The Code for Sustainable Homes are required to achieve a lower maximum water usage level. Policy 37 of the Horsham District Planning Framework sets out a more stringent requirement of 110 litres of water per person per day.

3.2 What is needed for a water usage calculation

3.2.1 The calculation method requires the use of water consumption figures provided from manufacturer's product details. In order to calculate predicted water usage of a dwelling the following information is collected to determine the consumption of each fitting:

- Whether the dwelling has a low or high water pressure system.
- Kitchen, utility and other taps – the quantity of taps as well as the flow rates in litres per minute for each tap. Where separate hot and cold taps are provided the flow rate of each is taken to determine the average.
- Baths – the quantity of baths and the capacity to overflow in litres. The flow rates of the bath taps are not required. Jacuzzis are not included in the water efficiency calculations.
- Showers – the quantity of showers and the cold-water flow rate.

- WCs – the quantity of toilets and flush capacity in litres of both single and dual flushes (part and full flush)

- Dishwashers – the water usage in litres per place setting. If no dishwasher is present in the development then a generic figure of 1.25 litres per place setting is used. This will allow for any future installations.

- Washing machines – the water usage in the litres per kilogram of dry load. If no washing machine is present in the development, then a generic figure of 8.17 litres per kilogram of dry load is used. This will allow for any future installations.

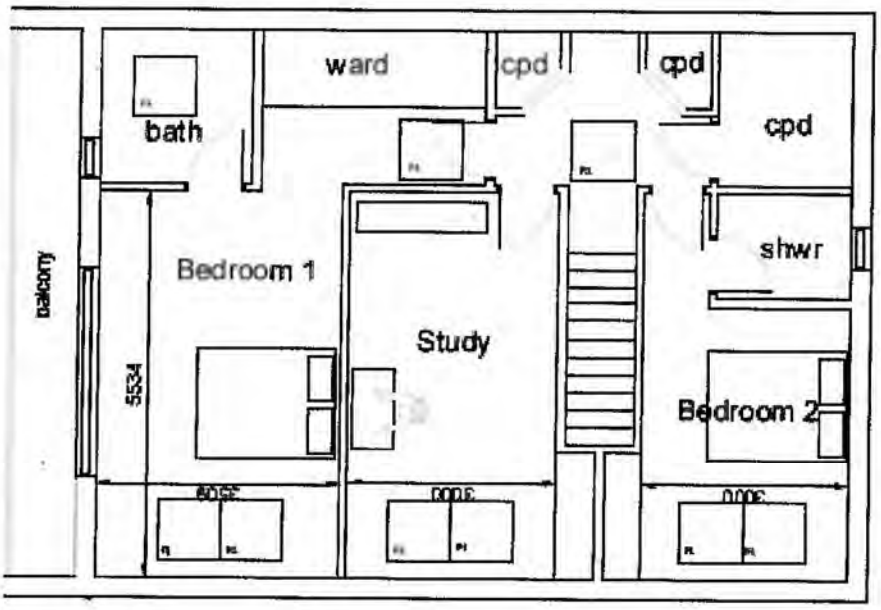
3.2.2 External taps are included in Building Regulations calculations at a fixed rate of 5 litres per person per day. External water use is not included in the target consumption rates for Code for Sustainable Homes.

4 PROPOSED CONSUMPTION

4.1 The planning application seeks permission for a new dwelling comprising 2 en-suite bedrooms, study/guest room, WC, living/dining room, kitchen and utility room.

Figure 4.1 – Proposed Floor Plans of New Dwelling





4.2 Based on 2011 census data for the Horsham District, the average occupancy rate for a 3 bedroom house is 2.47 occupants.

4.3 The dwelling will be subject to Horsham District Council's maximum water usage requirement of 110 litres of water per person per day.

4.4 Calculations are provided at Appendix A to show the water usage of the proposed dwelling. The calculations show how the dwelling will achieve water usage of **76.01 litres per person per day.**

4.5 The proposed 3 bedroom dwelling would therefore use 2.47 x 1 x 76.01 litres = **187.74 litres of water per day or 68,526.82 litres per year.**

4.6 Section 5 details a strategy to offset this figure to ensure the development is water neutral.

5 PROPOSED OFFSETTING MEASURES

5.1 The Proposal

5.2 As per the Regulation 77 application, it is proposed to use a rainwater harvesting system for use in the farm's livery business.

5.3 Within the last 12 month period 6 horses have been kept at the farm and this is typical of previous years. Statutory declarations from the two horse owners confirming this to be true are provided within Appendix B.

5.4 As the farm is not metered it is not possible to evidence exactly how much water is used in association with the livery business. However, advice has been taken from organisations on the drinking water requirements for horses in order to calculate how much water is used by the business. The following are the suggested drinking water requirements:

- RSPCA – 30-50 litres of water per day, more in hot weather

- Blue Cross – 25-55 litres of water per day

- Equine Nutritionist – 30 litres of water per day

- British Horse Society – up to 50 litres of water per day

- DEFRA - 25-50 litres of water per day, more in hot weather

5.5 Taking the minimum figure of 25 litres of water per day it can be assumed that the livery business uses 150 litres of water per day (25 x 6) or 54,750 litres of water per year as an absolute minimum. The actual figure is likely to be much higher than this, particularly during the warmer months, but for the current exercise the minimum figure will be used. The location of the water troughs is provided in Appendix C.

5.6 It is proposed to use a rainwater harvesting system installed on two buildings within the farm to capture rainwater for use in the water troughs. The two buildings are shown on the plan attached at Appendix D. These have a combined roof area of 72.8sqm capable of capturing 63,443.38 litres of rainwater per year which including a coefficient rate of 1% of water that could be lost during capture would equate to 62,808.95 litres (further details on this are provided in section 6). This will be more than sufficient to serve the livery business.

5.7 As mentioned previously the proposed new dwelling will use 187.74 litres per day or 68,526.82 litres of water per year.

5.8 The offsetting measures at the livery stable will offset 54,750 litres of water per annum and will therefore require a further 13,776.82 litres to be offset to deem the proposed dwelling water neutral.

5.9 It is proposed to offset the remaining water usage by using rainwater harvesting to serve the proposed dwellings washing machine and WC's.

5.10 Using rainwater harvesting on the proposed dwelling will provide a mains water saving of 24,954.90 litres of water per annum and will therefore result in the dwelling being water neutral.

Use	Litres Per Annum
Rainwater Harvesting Capture (Less 1% Coefficient Rate)	62,808.95 litres per annum
Rainwater Harvesting Replaced with Mains Water Usage at Livery Stable	-54,750 litres per annum

Proposed Mains Water Usage of Dwelling	68,526.82 litres per annum
Proposed Rainwater Harvesting on New Dwelling to Serve Washing Machine and WC	24,954.90 litres per annum
Net Mains Water Demand	**-11,178.08 litres per annum**

5.10 Details of the proposed rainwater harvesting system are provided in section 6 of this report.

6 RAINWATER HARVESTING SYSTEMS

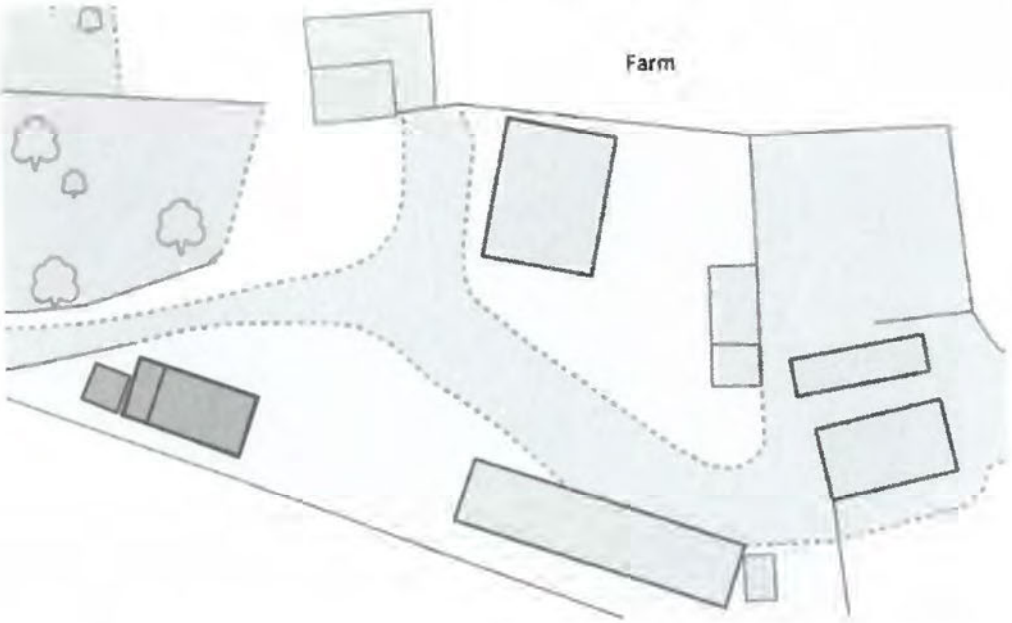
6.1 Rainfall

6.1.1 Average rainfall data for 2019, 2020, 2021 and 2022 has been gathered from the UK Centre for Ecology & Hydrology. The data is provided in Appendix D and this shows an average annual rainfall in the Arun at Alfolden catchment area over the last 3 years of 871.475mm.

6.2 Rainwater Harvesting System – Livery

6.2.1 The roof area of the two application buildings that are being proposed for rainwater harvesting total 72.8 sqm and are shown on the plan below.

Figure 6.1 – Rainwater Harvesting Buildings



6.2.2 To calculate how much rainwater can be collected by a harvesting system the rainfall (mm) is multiplied by the roof surface area (sqm) as follows:

871.475 x 72.8 = 63,443.38 litres of water per year

To account for a coefficient yield rate of 1% for rainwater that could be lost during collection would bring this figure down to **62,808.95 litres per annum.**

6.2.3 Section 5 of this report states that the livery business uses a minimum of 54,750

litres of water every year. The roof space of the application buildings is therefore more than sufficient to capture enough rainwater for reuse as drinking water for the livery business.

6.2.4 Two 3000 litre tanks supplied by rainwaterharvesting.co.uk have been identified for water capture on the buildings. Both of these will serve the water troughs. Details of an option for the tank are attached at Appendix E. However, similar sized tanks would be sufficient to offset the water usage of the proposed house provided that suitable filtration and treatment systems are supplied.

6.2.5 The tanks would provide enough storage capacity to offset the water usage of the dwelling during a 35 day drought period.

6.2.6 Most rainwater harvesting tanks, including the F-LINE 3000L Tank, include an option for an infiltration system which filters dirt particles from rainwater before it reaches the tank. The filter cartridge can then be taken out for maintenance and can be easily cleaned.

6.2.7 The rainwater tanks would also be fitted with a ultra violet light treatment facility to kill any remaining bacteria and ensure that the water is suitable for horses to drink. Information on UV light treatment is enclosed.

6.2.8 The F-LINE tanks come with a 25 year manufacturers guarantee which will ensure that the system works effectively for the long term.

6.2.9 For the horse troughs, captured rainwater would be pumped from the tanks, through a control unit, into the troughs via flexible pipes.

6.3 Rainwater Harvesting System – Proposed Dwelling

6.3.1 The roof area of the proposed dwelling measures 104.16 sqm which is proposed to be used to capture rainwater to serve the WCs and washing machine.

Figure 6.2 – Rainwater Harvesting New Dwelling



6.3.2 To calculate how much rainwater can be collected by a harvesting system the rainfall (mm) is multiplied by the roof surface area (sqm) as follows:

871.475 x 104.15 = 90,764.12 litres of water per year

To account for a coefficient yield rate of 1% for rainwater that could be lost during collection would bring this figure down to **89,856.48 litres per annum.**

6.3.3 Section 5 of this report states that rainwater harvesting is being proposed on the new dwelling to offset the mains water usage of the washing machine and WCs which would require 24,954.90 litres of rainwater being captured. The roof space of the new dwelling is therefore more than sufficient to capture enough rainwater.

6.3.4 One 3,000 litre rainwater harvesting tank supplied by rainwaterharvesting.co.uk have been identified for water capture on the dwelling. Details of an option for the tank are attached at Appendix E. However, similar sized tanks would be sufficient to offset the water usage of the proposed house provided that suitable filtration and treatment systems are supplied.

6.3.5 The tanks would provide enough storage capacity to offset the required water usage of the dwelling during a 35 day drought period.

6.3.6 Most rainwater harvesting tanks, including the F-LINE 3000L Tank, include an

option for an infiltration system which filters dirt particles from rainwater before it reaches the tank. The filter cartridge can then be taken out for maintenance and can be easily cleaned.

6.3.7 The rainwater tanks would also be fitted with a ultra violet light treatment facility to kill any remaining bacteria and ensure it is safe for human use. Information on UV light treatment is enclosed.

6.3.8 The F-LINE tanks come with a 25 year manufacturers guarantee which will ensure that the system works effectively for the long term.

Appendix A

Water usage calculations for the proposed dwelling

the water calculator

http://www.thewatercalculator.org.uk/

Mill Farm

Congratulations

You are within your maximum consumption of potable water: 125 litres / person / day.

Total potable water consumption as per your calculation: 71.01 litres / person / day.

Total inc. external water use (17.K Compliance Building Regs Part G): 78.01 litres / person / day.

This calculator is intended to inform design choices by demonstrating the likely impact of specification changes on total water consumption. Results can only be used to demonstrate compliance with Building Regulations when the calculations have been verified by a Building Control Officer.

Calculation summary

Installation Type	μ Value	x Usage	+ Fixed	= Total
Single Flush Toilets	0	4.42	0	10.52
Dual Flush Toilets	2.38			
Washrooms Taps	2	1.58	1.58	4.74
Baths Only	90	0.11	0	9.9
Showers Only	4.5	4.37	0	19.66
Kitchen/Utility Taps	2.7	0.44	10.36	11.55
Washing Machine	8.17	2.1	0	17.16
Dishwasher	1.25	3.6	0	4.5
Waste Disposal	☐	3.08	0	0
Water Softener	☐	1	0	0
Grey Water Contribution	0	1	0	0
Rain Water Contribution	0	1	0	0
Total litres / person / day, including a normalisation factor of 0.91:				71.01

Product details

No Single Flush Toilets	
Dual Flush Toilet: Villeroy & Boch AG ARCHITECTURA 5638H0	2.38 litres
Dual Flush Toilet: Villeroy & Boch AG ARCHITECTURA 5638H0	2.38 litres
Dual Flush Toilet: Villeroy & Boch AG ARCHITECTURA 5638H0	2.38 litres
Washroom Tap: Armitage Shanks Contour 21 A4169AA A4169AA	2 l / min
Washroom Tap: Armitage Shanks Contour 21 A4169AA A4169AA	2 l / min
Washroom Tap: Armitage Shanks Contour 21 A4169AA A4169AA	2 l / min
Bath: Sanitana Pacific S2003710000...0 S2003710000◆0	90.0 litres
Shower: Aqualisa Products Limited Aqualisa 1903 Energy ENE 8521	4.5 l / min
Shower: Aqualisa Products Limited Aqualisa 1903 Energy ENE 8521	4.5 l / min
Kitchen/Utility Tap: Oras Ltd Oras Swea ECO 1530F-104	2.7 l / min
Kitchen/Utility Tap: Oras Ltd Oras Swea ECO 1530F-104	2.7 l / min
Generic Washing Machine	8.17 l / use
Generic Dishwasher	1.25 l / use
No Waste Disposal	
No Water Softener	
Grey Water Contribution: 0 l/p/d used x 0 % recycled = 0 l/p/d available & max demand 0 l/p/d	0 l/p/d
Rain Water Contribution: 0 m^2 x 0 yield x 0 mm/year = 0 l/d x 0 % collected ÷ 0 occupants = 0 l/p & max demand 0 l/p/d	0 l/p/d

Appendix B

Statutory Declarations

STATUTORY DECLARATION

I, Mark Robinson, of Mill Farm, Mill Lane, RH13 0NP, do solemnly and sincerely declare as follows:

The following horses have been kept at Mill Farm, Mill Lane, RH13 0NP:

Paige Boy. Kept at Mill Farm since September 2021.
She's a Fox. Kept at Mill Farm since August 2021.
Trevoulter's Hot Totty. Kept at Mill Farm since December 2021.

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declarations act 1835.

[redacted] Dated 13 June 2022

Witness and his solicitor:

[redacted]

Occupation: Solicitor LLB

Name of Solicitor's Practice: Nicola Phillips Solicitors and Property Experts

Address: 1 Black Horse Way

Horsham

Post Code: RH12 1NU

NICOLA PHILLIPS SOLICITORS LLP
1 BLACK HORSE WAY
HORSHAM
WEST SUSSEX
RH12 1NU

STATUTORY DECLARATION

I, Sandra Bleach, of 26 Church Close, Lower Beeding, RH13 6NS, do solemnly and sincerely declare as follows:

The following horses have been kept at Mill Farm, Mill Lane, RH13 0NP since March 2021:

Diesel
Striker
Black bug

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declarations act 1835.

[redacted] Dated 14.6.22

Witnessed by solicitor:

[redacted]

Occupation: Solicitor LLP3

Name of Solicitor's Practice: Nicola Phillips Solicitors and Property Experts

Address 1 Black Horse Way

Horsham

Post Code: RH12 1NU

Dated 14th June '22.

NICOLA PHILLIPS SOLICITORS LLP
1 BLACK HORSE WAY
HORSHAM
WEST SUSSEX
RH12 1NU

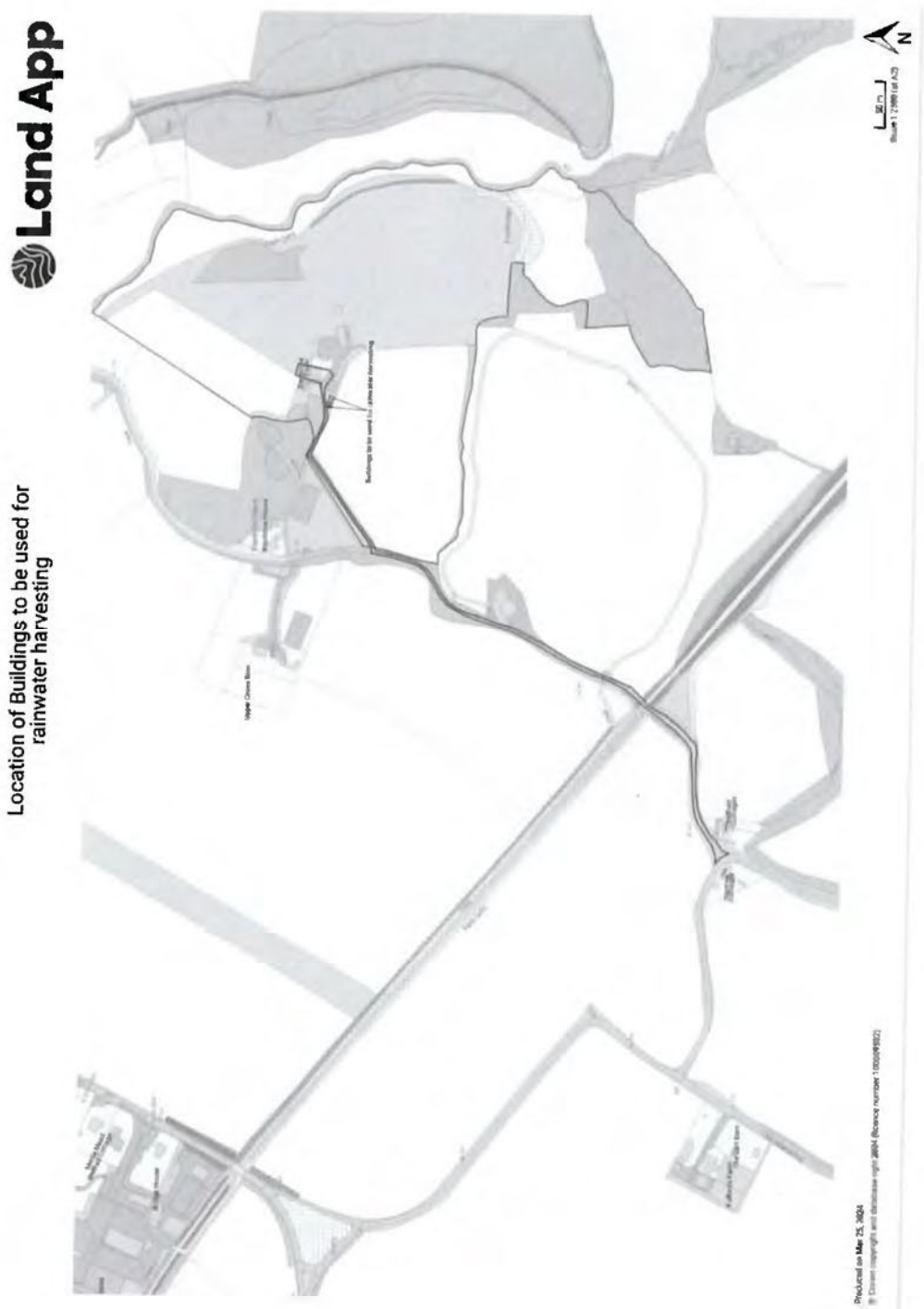
Appendix C

Plan showing the location of water troughs used in the livery business



Appendix D

Plan showing the location of buildings to be used for rainwater capture



Appendix E

Details of the proposed rainwater harvesting system

RainWaterHarvesting.co.uk

F-Line Shallow Dig Tanks

Making Rainwater Harvesting An Even Better Idea



Sizes Available

1500 L
3000 L
5000 L
7500 L

Whether there is too much or too little rain, why not invest in a large capacity F Line tank with one of our rainwater harvesting systems. Use rainwater off the roof for toilets, washing machines and the garden and you could save 50% on water bills.

- Minimum installation depth
- Less earth to remove
- One-piece easy to manoeuvre shape
- No need to concrete in
- Suitable for high water table locations
- Pre-fitted accessories

Call us on

0800 074 7234

RainWaterHarvesting.co.uk

Technical Details

Shallow rectangular shape for ease of installation
As the height of these tanks range from as little as 1015mm to 1415mm, the hole needed is much less than for standard circular or oval tanks. This means the tank is quicker and easier to install, and so is access for maintenance afterwards.

What does shallow dig mean?
The tank is particularly shallow, i.e its overall height is small. This means the hole is not as deep as traditional tanks and can be dug without the need for shoring up the sides, in fact the hole for an F-Line can be dug by hand if there is no access for a JCB. Furthermore the amount of earth to remove is significantly reduced.

High quality one-piece tank
The F-Line tank is one of the highest quality rotationally-moulded one-piece tanks on the market. It is made from Polyethylene rather than GRP and carries a **25 year guarantee**.

No concrete surround
The F-Line's structural strength means there is no need to concrete it in, which again reduces cost and makes installation easier. A gravel base and surround is sufficient.

Suitable for high water tables
The unique anti-buoyancy technology applied to the design of the F-Line means it can be installed in high water table locations so long as the earth coverage requirements are followed.

Accessories



Walk on Lid

235 mm VS20 Extension Shaft

635 mm VS60 Extension Shaft

600 mm Spacer Ring

Either a 235 or 635mm Extension Shaft must be used.
Vehicle loading lid option also available.



Size	Length	Width	Height Tank Body	Height Inc 235mm Extension Shaft	Weight	Inflow	Overflow
1500 Litre	2400mm	1200mm	650mm	1015mm	80kg	330mm	385mm
3000 Litre	2400mm	2400mm	650mm	1015mm	170kg	330mm	385mm
5000 Litre	2960mm	2220mm	920mm	1350mm	250kg	330mm	385mm
7500 Litre	3340mm	2310mm	1125mm	1415mm	310kg	325mm	375mm

Rainwater Harvesting Ltd - Unit A Harrier Park, Orton Southgate, Peterborough, PE2 6YQ
Tel: 0800 074 7234 Email: sales@rainwaterharvesting.co.uk
Website: www.rainwaterharvesting.co.uk

RAINHARVESTING SYSTEMS DATA SHEET

Saphir UV DISINFECTION UNITS

- Suitable for a range of domestic and commercial applications.
- Available in various sizes to suit required flow rates.
- Effective microbiological protection.
- Uses no chemicals & produces no by-products.
- Economical, safe & reliable.
- Lamp operation indicator.
- Does not affect taste or odour.
- Long life lamps require only annual replacement.
- Simple to install & maintain.
- *Saphir+* version now available with additional telemetry.



Why use UV treatment?

The quality of untreated rainwater is such that it cannot be classified as potable or 'wholesome' and therefore is not fit for drinking. Even though it is widely used for drinking, bathing etc. in various parts of the world, it is not deemed acceptable practice for the UK.

Untreated rainwater is not considered safe for personal use due to the contamination risk, particularly from bird droppings. To be sure that any 'unwholesome' water is fit to drink it should therefore be treated, and the simplest and most reliable way of doing this on a small scale is to use Ultra-Violet (UV) sterilisation. The water to be treated must first be free of even microscopic particles, so it is usually necessary to fit sediment pre-filters prior to the water entering the UV unit.

How does it work?

UV disinfection works by destroying the DNA of potentially damaging micro-organisms, thus rendering them harmless. This process is instant, effective and reliable. No chemicals are involved and the process does not affect the taste of the water in any way. UV radiation is part of natural sunlight, and a UV lamp emits a particular wavelength at high concentration to destroy bacteria, viruses and cysts.

Saphir UV

Standard units have:
- Stainless steel chamber
- High-output low-pressure UV lamp
- Lamp on indicator
- IP55 rated controls
- Control module can be chamber or wall mounted
- Chamber can be mounted vertically or horizontally
- Up to 10 bar pressure
- UK manufactured

Saphir+

The + version of the Saphir unit has several additional features:
- Micro processor control
- Lamp status indicator to show when the lamp needs changing
- Alarm & processor reset button
- volt-free contacts for remote alarm output.



Saphir UV unit

UV treatment is safe, reliable and simple to maintain. It is generally deemed to be ecologically preferable to chlorination and reverse osmosis (RO). However, please note that UV treatment alone will not remove discolouration or bad taste.

Several models available to suit most applications

Model	flow rate @ 40mJ/cm²	flow rate @ 25mJ/cm²	Inlet / outlet size	Power consumption	Length mm
Saphir 1	13.5 l/min	20 l/min	¾" bsp	15w	405
Saphir 2	22.5 l/min	36.5 l/min	¾" bsp	25w	554
Saphir 3	40 l/min	62 l/min	¾" bsp	40w	554
Saphir 4	46.5 l/min	73 l/min	1" bsp	36w	962
Saphir 7	89 l/min	140 l/min	1" bsp	36w	962
Saphir 10	120 l/min	183 l/min	1 ½" bsp	75w	962

Data Sheet UV/17/01

** mJ/cm² = millijoules per cm² at end of lamp life*

SEDIMENT PRE-FILTERS FOR USE WITH UV UNITS

- For use with pressurised water supplies.
- Sediment removal down to 5 microns.
- Available in a range of sizes to suit different flow rates.
- Replaceable polypropylene cartridges or bags.
- Simple cartridge changing.
- Nitrate and Carbon filters also available.

When using *Saphir* UV units to disinfect rainwater we recommend that additional filtration is added prior to the water passing through the UV chamber. It is important that the water to be treated is as clean as possible, otherwise small particles can create a 'shadow' which the UV light cannot penetrate. We recommend that water is cleaned down to 5 microns prior to UV treatment.



The filters require pressure in order to work effectively so are suitable only for pumped supplies. The cartridges require regular replacement, frequency of which will vary according to the nature of the water they are treating.



Water is normally pumped through 25-micron and 5-micron wound sediment filters to ensure that sufficient material is removed. These are available in a range of sizes to suit different flow rates. For larger UV units where a higher flow rate is required, a single 5-micron 'bag' filter is sufficient.

Filters are selected to match the flow rate of the UV unit

UV Unit	25-micron pre-filter	5-micron pre-filter	Connection size
Saphir 1	10" standard wound cartridge	10" standard wound cartridge	¾" bsp
Saphir 2	20" standard wound cartridge	20" standard wound cartridge	¾" bsp
Saphir 3	10" 'Big Blue' wound cartridge	10" 'Big Blue' wound cartridge	¾" bsp
Saphir 4	10" 'Big Blue' wound cartridge	10" 'Big Blue' wound cartridge	1" bsp
Saphir 7	N/A	10" 'Big Blue' bag filter	1" bsp
Saphir 10	N/A	10" 'Big Blue' bag filter	1 ¼" bsp





Typical layout of UV disinfection unit with pre-filters.

Rainharvesting Systems Ltd.

The Green Shop
Calf Way, Bisley,
Stroud, Gloucestershire GL6 7BX
Tel: 0845 223 5430
Fax: 01452 772008
E-mail: sales@rainharvesting.co.uk
Website: www.rainharvesting.co.uk

NB continuous development may necessitate change in these details without notice E&OE. *Data Sheet UVP17/01*



F-LINE 3000 LITRE GRAVITY FEED SYSTEM

DESCRIPTION

WHY BUY THIS SYSTEM?

Schedule 3

The Owners' Covenants to the Council

With the intention of binding the Site, and for the purpose of allowing Development to be delivered and to remain Water Neutral in perpetuity, the Owners covenant with the Council as follows:

Monitoring Fee

1. To pay the Monitoring Fee to the Council on or prior to completion of this Agreement.
2. Not to commence the Development unless and until the Monitoring Fee has been paid to the Council.

Water Neutrality

1. To implement the Offsetting Measures at the Site in accordance with the Water Neutrality Strategy contained in the Water Neutrality Statement at Schedule 2.
2. To retain the Offsetting Measures in perpetuity and not to remove or replace the Offsetting Measures other than with a replacement fixture or fitting which meets an equivalent or more efficient water standard.
3. To maintain and keep in good repair the Offsetting Measures installed on the Site in accordance with the Water Neutrality Strategy.
4. To allow the Council to enter the Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 1 (one) Working Days' notice in writing of its intention to inspect the Offsetting Measures.
5. In the event that the Site, or any part of the Site, is transferred, the transfer shall contain a direct covenant with the transferee:
   i. to comply with the restrictions and obligations set out in this Agreement;
   ii. to maintain and keep in good repair the Offsetting Measures installed on the Site in accordance with the Water Neutrality Strategy and this Agreement;
   iii. to consent to the entering of the following restriction on the transferee's title to the Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/ or documentation to permit entry of the restriction:

   "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number [ ] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".
6. Prior to Occupation of the Development, to submit evidence in writing to the Council that the Offsetting Measures in the approved Water Neutrality Strategy have been implemented in full at the Site, the evidence to include the specifications and photographs of the installed measures and a Part G water calculator (or equivalent) detailing the resultant surveyed water consumption of the Site and that Site has been Occupied.
7. Not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the approved Water Neutrality Strategy have been implemented in full at the Site.

Handelsbanken
Crawley

FAO Claire Browne
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL

24th April 2024

Legal ref: CB/003449

Dear Claire

Further to your letter dated 22nd April 2024 please find enclosed a certified copy of our Power of Attorney to confirm that the signatory has the authority to enter into the deed on behalf of the bank.

We have made the amendments to the documents as discussed with my colleague Rachel Smith and these have been forwarded on to Mr and Mrs Robinson.

Yours sincerely

[redacted]

Assistant Banking Manager

Handelsbanken
Unit 3, Peverll Court, 6-8 London Road
Crawley, RH10 8JE

Tel: 01293 594310
Fax: 01293 594329
www.handelsbanken.co.uk/crawley
SWIFT HANDGB22

Handelsbanken is the trading name of Handelsbanken plc, which is incorporated in England and Wales with company number 11305395. Registered office: 3 Thomas More Square, London, E1W 1WY, UK. Handelsbanken plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ).

Certified as a true copy of the original seen and confirm the original shows a true likeness of the individual who signed this document.

[redacted] 04 2024

Position: ASSISTANT BANKING MANAGER

Handelsbanken plc

Unit 3 Powell Court, 6-8 London Road, Crawley, RH10 8JE

Delegation of Authority Document
(Power of Attorney)

We, the Chief Executive Officer (the CEO) and the Chief Financial Officer (the CFO) of Handelsbanken plc together authorise the roles listed in the Schedule to this document (as amended from time to time) to sign documents (including in the form of deeds) on behalf of Handelsbanken plc in accordance with the limitations and parameters set out in the Chart of Authority for Handelsbanken plc (the Chart of Authority).

We further grant authority to delegate authorities to sign documents to such roles and in line with such limitations and parameters as set out in the Chart of Authority. In giving this authority, we have reviewed the Chart of Authority and confirm that:

- the parameters and/or conditions of such authority are clearly defined and documented;
- we both consider, acting in the best interests of Handelsbanken plc, that the parameters and/or conditions are reasonable and appropriate in the circumstances; and
- such parameters and/or conditions are subject to annual review and confirmation by us to ensure that they remain reasonable and appropriate.

Anyone signing contracts on Behalf of the Bank must understand what they are signing is within their remit, and follow appropriate instructions and processes as set out by Bank, in Instruction Britain, in particular Procurement Policy, Expenses Policy and Matters Reserved for the Board Document.

This delegation of authority has been executed and delivered as a deed on 1st March 2024.

[redacted]delsbanken plc, acting by:

.....

Chief Executive Officer

[redacted] .....

Chief Financial Officer

Schedule 1 List of roles authorised to sign documents

Deputy Chief Executive Officer

Deputy Head of Finance

Chief Risk Officer

Deputy Chief Risk Officer

Chief Audit Executive

Chief Human Resources Officer

Chief Credit Officer

Chief Digital and Business Transformation Officer

Head of Capital Markets - FICC Sales

Chief Compliance Officer

Chief Information Officer

Head of Services and Infrastructure

Head of IT Operations

Head of Business Platform Technology

Head of Business Management

Head of Technology Strategy and Transformation

Head of Data

Head of Information Security

Head of Enterprise Architecture

Chief Financial Crime Prevention Officer

Deputy Chief Financial Crime Prevention Officer

Head of Business Risk and Continuity

Chief Product and Sustainability Officer

Company Secretary & Head of Governance

Chief Legal Officer

Head of Legal Advisor – IB Product and Regulation

Head of Legal- Branch Support

Legal Advisor – Commercial Contracts

Head of Legal - Commercial Contracts

Legal Advisor – Property

Head of Legal- Litigation and Debt Recovery

Legal Adviser- Litigation and Debt Recovery

Head of Financial Accounting

Head of Finance Branch Support

UK Treasurer

Treasury Manager

Head of Group Treasury UK

Treasury Analyst(s)

Head of Financial Products - Deposits and Accounts

Head of Financial Products - Corporate Lending and Capital Markets

Head of Transactional Banking

Head of Payment and Card Operations

Head of Financial Products – Payment and Cards

Deputy Head of Financial Products- Payment and Cards

Head of Financial Products – Mortgage and Regulatory Lending

Head of Financial Products – Deposits and Accounts

Head of Financial Products- Corporate Lending and Capital Markets

Payment & Card Operations Officer

Chief Branch Officer

Deputy Chief Branch Officer

District Head

Branch Manager

Deputy Branch Manager

Corporate Banking Manager

Private Banking Manager

Assistant Banking Manager

Head of Debt Capital Markets

Debt Capital Markets Staff

Chief Tax Officer

Head of Procurement

Head(s) of HR

Chief Communication Officer

Head of Digital Product

Head of Business Services Transformation

Head of Supply Chain Services

Chief Administration Officer

Head of Customer Support and Proposition

Head of the Connect Teams

Branch Connect Officer

Senior Branch Connect Officer

Head of Broker Connect

Mortgage Account Manager

Assistant Mortgage Banking Manager

Claire.Browne

[redacted]

Sent: 01 May 2024 10:09

[redacted]

Subject: RE: Section 106 Agreement - Mill Farm, Mill Lane, Itchingfield

Dear Claire

Thank you for your email. I confirm I am happy for the title number to be amended in manuscript.

Kind regards

Clare

Batcheller Monkhouse

[redacted]
Partner | Planning
[redacted]
Phone: 01798 877555
[redacted]
Address: Stratton House, 57 Lower Street, Pulborough, West Sussex, RH20 2AZ

batchellermonkhouse.com

[redacted]

Sent: Wednesday, May 1, 2024 10:01 AM

[redacted]

Subject: Section 106 Agreement - Mill Farm, Mill Lane, Itchingfield
Importance: High

Dear Claire and Rachel

I took up the executed engrossments ready to complete the above agreement and have just noticed that the title number in paragraph 1.1 is missing a digit. It should be WSX404472 not WSX40472, although this is correctly cited in paragraph 1.2 underneath. I trust you would be happy for me to amend this in manuscript?

Kind regards

Claire Browne
Principal Planning Lawyer

[redacted]

Horsham District Council 50 YEARS

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Claire.Browne

[redacted]

Sent: 01 May 2024 10:31

[redacted]

Subject: Re: FW: Section 106 Agreement - Mill Farm, Mill Lane, Itchingfield

Attachments: image007.png; image008.png; image009.png; image010.png; image011.png; image012.png; image013.png; image014.png; image015.png; image016.png; image017.png; image001.png; image003.png; image005.png; image018.png; image020.png; image022.png; Section 106 Agreement - Mill Farm, Mill Lane, Itchingfield ENGROSSMENT 18.04.2024.pdf

Dear Claire

This is to confirm that we are happy for you to amend this

Kind regards

Ruth

Handelsbanken
Unit 3, Peveril Court, 6-8 London Rd
CRAWLEY, RH10 8JE
Office phone: +44 1293594319
[redacted]
www.handelsbanken.co.uk/crawley
For Alternative telephone support, including out of hours, please call Handelsbanken Customer Support on 0800 470 8000

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Ruth Faithorn

[redacted]

[redacted]

To:

Cc:

Bcc:

Subject: FW: Section 106 Agreement - Mill Farm, Mill Lane, Itchingfield

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Dear Sir or Madam

I refer to the above matter comprising a Deed to secure planning obligations which was executed under power of attorney by Dayan Maharajh and Barry Sexton on behalf of the bank yesterday.
Unfortunately, on taking up the executed engrossments I have spotted a typographical error in that the title number in paragraph 1.1 is missing a digit. It should read WSX404472 not WSX40472,
although this is correctly cited in paragraph 1.2 underneath.

Please can you confirm that you would be happy for me to amend this in manuscript?

My sincere apologies, but I wonder if I might trouble you to respond to this email immediately, so that I can complete forthwith, which will expedite release of your clients' planning permission?

Kind regards

Appendix B

Photos of Fixtures and Fittings

Invoice from Plumber Confirming Flow Rates

Order Details

1 x Chatsworth 1928 Traditional White Lever Freestanding Bath Shower Mixer Tap - TRAD011D-FS
2 x Chatsworth Brushed Brass Traditional Bridge Lever Kitchen Sink Mixer - CHKT11BB
1 x Burlington Stafford Basin Mixer w Pop up waste (includes handles)
1 x Universal Telescopic Basin Bottle Trap - 61020062
2 x Chatsworth Traditional Back To Wall Pan (Excluding Seat) - CBTW
1 x Burlington Close Coupled Traditional Toilet - Ceramic Lever Flush - BUR-P5C1



Bathroom mixer tap



Shower fittings



Cloakroom basin



Ensuite basin



Bathroom basin



Kitchen taps



TAX INVOICE

Mark Robinson

Invoice Date
6 May 2025

Invoice Number
INV-0250

Reference
Flow restrictors

VAT Number
347793846

North and South Mechanical Ltd
Baystone House
Mill Lane
Itchingfield
RH13 0NP
Company number: 12034687
northandsouthmech@gmail.com
[redacted]

Description	Quantity	Unit Price	VAT	Amount GBP
Supply and fit flow restrictors to all taps in property, to achieve approved flow rates as per water neutrality report. 3 hours labour.	3.00	80.00	20%	240.00

Subtotal	240.00
TOTAL VAT 20%	48.00
TOTAL GBP	**288.00**

Due Date: 6 Jun 2025
Payment is due by BACS before the 28th of each month.

[redacted]

We are CIS registered please contact us for our company UTR.

PAYMENT ADVICE

Customer	Mark Robinson
Invoice Number	INV-0250
Amount Due	**288.00**
Due Date	6 Jun 2025
Amount Enclosed	

Enter the amount you are paying above

To: North and South Mechanical Ltd
Baystone House
Mill Lane
Itchingfield
RH13 0NP
Company number: 12034687
northandsouthmech@gmail.com

Appendix A

Water usage calculations for the proposed dwelling

the water calculator

http://www.thewatercalculator.org.uk/

Mill Farm

Congratulations

You are within your maximum consumption of potable water: 125 litres / person / day.

Total potable water consumption as per your calculation: 71.01 litres / person / day.

Total inc. external water use (17.K Compliance Building Regs Part G): 76.01 litres / person / day.

This calculator is intended to inform design choices by demonstrating the likely impact of specification changes on total water consumption. Results can only be used to demonstrate compliance with Building Regulations when the calculations have been verified by a Building Control Officer.

Calculation summary

Installation Type	μ Value	× Usage	+ Fixed	= Total
Single Flush Toilets	0	4.42	0	10.52
Dual Flush Toilets	2.38			
Washrooms Taps	2	1.58	1.58	4.74
Baths Only	90	0.11	0	9.9
Showers Only	4.5	4.37	0	19.66
Kitchen/Utility Taps	2.7	0.44	10.36	11.55
Washing Machine	8.17	2.1	0	17.16
Dishwasher	1.25	3.6	0	4.5
Waste Disposal	☐	3.08	0	0
Water Softener	☐	1	0	0
Grey Water Contribution	0	1	0	0
Rain Water Contribution	0	1	0	0
Total litres / person / day, including a normalisation factor of 0.91:				71.01

Appendix C

Rainwater Harvesting Tank Dwelling

Rainwater Harvesting Limited
Unit A Harrier Park, Southgate Way, Orton Southgate,
Peterborough, PE2 6YQ
+44 (0) 1733 405111

VAT Number : GB 940 8955 90

TAX INVOICE

SI-00030219

Invoice Date: 06/09/2024

Customer Code ROB095

Mark Robinson [ROB095]
Mark Robinson
Mill Farm
Mill Lane
Itchingfield
RH13 0NP

Deliver To: Mark Robinson
Mill Farm
Mill Lane
Itchingfield
RH13 0NP

Order Ref 222969

Code	Description	Qty
RWH-3099FL-DUK2	F-LINE 3000L TANK SYSTEM/STANDARD	1.00
RWFT3006RV	3000L FLINE TANK WITH Vantage FILTER	1.00
RWH-RWDS0062	F-LINE 635mm SHAFT - VS60	1.00
RWH-RWDS0066	F-LINE TANK WALK ON LID	1.00
RWH-RWDS0072	F-LINE TANK SEAL	1.00
RWH-BUB03-V01	RAIN BACKUP IN A BOX / SD BUB03 v1	1.00
RWH-HYD04	HYDROFORCE SERIES 4 PUMP	1.00
4103396		
RWH-HDPE25/25	HDPE 25mm RAINWATER PIPE / 25m	1.00
RWH-HDPE25/15&30	HDPE 25mm RAINWATER PIPE/1500L & 3000L F-LINE	1.00
P46221	90° BSP ELBOW 25X25MM	1.00
RWH-ST01	RAINWATER WARNING LABEL PACK	1.00
RWH-TAPE03	150mm x 5m RAINWATER IDENTIFICATION TAPE	1.00
BWWDelivery	Delivery By Big Web Warehouse	1.00

Charge	Price	Tax Rate

Sub Total [redacted]
Charge Sub Total 0.00

PAID WITH THANKS

20% Tax Total [redacted]

Total [redacted]

Bank Details: Barclays Bank. Sort Code: 20-67-45. Account Number: 30406139





Appendix D

Rainwater Harvesting Tank for Livery

