1) **ROBERT ANTHONY QUAYLE AND FAYE CLAIRE QUAYLE**

2) **MB (SYNDICATES) LIMITED**

3) **E-CO-LIVE LIMITED**

4) **PARAGON BANK PLC**

5) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

Pursuant to section 106 of the Town and Country Planning Act 1990 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982

in respect of

Morelands Barn, Naldretts Lane, Rudgwick, West Sussex RH12 3BU

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

Legal ref: CB/12340
Planning ref: DC/25/0439

THIS AGREEMENT is made as a deed and dated 23rd July 2025

Between:

(1) **ROBERT ANTHONY QUAYLE AND FAYE CLAIRE QUAYLE** of 2 Chapel Road, Tadworth, Surrey, KT20 5SB **("the Owner")**;

(2) **MB (SYNDICATES) LIMITED** (Company Registration Number 09668684) whose registered office is at Peel House, 30 The Downs, Altrincham, Cheshire, WA14 2PX **("the First Chargee")**

(3) **E-CO-LIVE LIMITED** (Company Registration Number 11041326) whose registered office is at Maria House, 35 Millers Road, Brighton, East Sussex BN1 5NP **("the Offsetting Site Owner")**

(4) **PARAGON BANK PLC** (Company Registration Number 05390953) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ **("the Second Chargee")**;

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

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

1.2 The Owner is the registered proprietor with Title Absolute of the Application Site comprising land registered at HM Land Registry under title number WSX354842 being Morelands Barn, Naldretts Lane, Rudgwick, Horsham RH12 3BU.

1.3 The First Chargee has the benefit of a charge dated 20 December 2024 comprising a Restriction on title number WSX354842 recorded in paragraph 6 of the Proprietorship Register and at paragraphs 3, 4 and 5 of the Charges Register enters into this Agreement by virtue of this legal interest in the Application Site.

1.4 The Offsetting Site Owner is the registered proprietor with Title Absolute of the Offsetting Site comprising land registered at HM Land Registry under title number WSX125761 being 13 Scott Road, Crawley RH10 5DA.

1.5 The Second Chargee has the benefit of a charge dated 4 April 2019 comprising a Restriction on title number WSX125761 recorded in paragraph 3 of the Proprietorship Register and at paragraphs 2 and 3 of the Charges Register enters into this Agreement by virtue of this legal interest in the Offsetting Site.

1.6 The Council received the Application on 21 March 2025 and validated it on 28 March 2025 and are minded to grant the Planning Permission subject to the completion of this Agreement to secure the planning obligations.

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

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

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

1.10 The Parties are willing to enter into this Agreement, be bound by the obligations and be subject to the restrictions in on the terms set out herein to secure the necessary planning obligations it contains.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"1982 Act"	the Local Government (Miscellaneous Provisions) Act 1982.
"1990 Act"	the Town and Country Planning Act 1990 (as amended).
"Application"	the application ascribed reference number DC/24/1923 and described as: "Conversion of an existing barn into a dwelling, erection of side extensions. Erection of a detached garage with ancillary accommodation over (revisions to extant planning permission DC/21/2842)".

"Application Site"	all that land known as Morelands Barn, Naldretts Lane, Rudgwick, Horsham RH12 3BU shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Morelands Farm – Site Location & Block Plan as proposed" drawing number PL.003 dated 28.01.25, at Schedule 1 of this Agreement.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the 1990 Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	the date on which the Commencement of 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.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Double Counting"	the practise of using the same Water Credit Unit to achieve Water Neutrality at more than one development at any one time.
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or other such officer as may be designated by the Council for the purpose of discharging their duties and functions from time to time.
"Monitoring Fee"	the fee of **£400 (four hundred pounds)** for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement.
"Occupation"	occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly.
"Occupation Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Offsetting Measures"	the detailed water saving measures that are to be implemented on the Offsetting Site to make the Development Water Neutral that are set out in the Water Neutrality Statement.
"Offsetting Site"	all that land known as 13 Scott Road, Crawley RH10 5DA that falls outside the Council's administrative area and upon which the Offsetting Measures are to be implemented, maintained and managed for the lifetime of the Development and which is identified edged red on the Offsetting Site Plan.
"Offsetting Site Plan"	the plan of the Offsetting Site entitled "Site Location Plan, 13 Scott Road, Crawley RH10 5DA" produced by Promap for Motion, at Schedule 1 of this Agreement.

"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Position Statement"	the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.
"Sale or Transfer"	the sale or transfer of a Water Credit Unit and "**Sold or Transferred"** shall be construed accordingly.
"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.
"SNWSZ"	the Sussex North Water Supply Zone from where Southern Water supplies drinking water.
"Southern Water"	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Credit Scheme"	means the scheme which is to be operated by or on behalf of the Offsetting Site Owner to reduce mains water consumption at the Offsetting Site by **273 (two hundred and seventy-three)** litres per day as a result of the implementation, management and retention of Offsetting Measures so that the resulting Water Credit Units may be sold to the Owner or to a third party to render development within the SNWSZ Water Neutral.
"Water Credit Unit"	1 (one) litre of water per day saved by implementation of the Offsetting Measures at the Offsetting Site which may be Sold or Transferred to the Owner to offset water consumption arising from the Development or to a third party in respect of development within the SNWSZ to ensure that it is Water Neutral.
"Water Neutral"	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "**Water Neutrality**" shall be construed accordingly.
"Water Neutrality Statement"	the document entitled: "Water neutrality statement for the proposed development at Morelands Barn, Naldretts Lane, Rudgwick, Horsham, West Sussex RH12 3BU", prepared by H2Ogeo Hydrogeology and Environmental Consultancy Reference: 20250311P1 Version: Final v3.0 incorporating the "Water Neutrality Offsetting Report", prepared by Laura Jagiela of Motion dated 17 April 2025, on behalf of the Owner 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 3 of this Agreement.
"Water Stressed Areas Classification"	the Environment Agency's report dated 1 July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report.
"Working Day"	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 33 of the 1982 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 Schedule 2 shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owner covenants with the Council to comply fully with and to perform the obligations contained herein of this Agreement in accordance with the requirements and timescales set out;

6.1.2 The covenants given by the Offsetting Site Owner at Schedule 2 are entered into with the Council and enforceable as provided for therein by the Council pursuant to:

6.1.2.1 section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 as contractual obligations only.

6.1.2.2 section 33(1)(b) of the 1982 Act to the intent that pursuant to section 33(2) of the 1982 Act they shall bind both the Offsetting Site Owner and/ or any successor in title to the Offsetting Site (or any part thereof) as provided for herein.

7. NOTICES

7.1 The Owner covenants with the Council as follows:

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

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

7.2 The Parties to this Agreement agree that if the Owner fails 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 Owner 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 Development and Building Control of the Council.

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

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

8. COSTS

8.1 The Owner has undertaken to pay on or before the date of this Agreement the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fee.

9. CHARGEES'/ MORGAGEE'S CONSENT AND LIABILITY

9.1 The First Chargee consents to the completion of this Agreement and declares that its interest in the Application 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 First Chargee's interest in the Application Site.

9.2 The First Chargee 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 Application Site Owner.

9.3 The Second Chargee consents to the completion of this Agreement and declares that its interest in the Offsetting 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 Second Chargee's interest in the Offsetting Site.

9.4 The Second Chargee 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 Offsetting Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Offsetting Site Owner.

9.5 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 and/ or the Offsetting Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the then Owner(s)/ Offsetting Site Owner(s).

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 33 of the 1982 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 1990 Act and section 33 of the 1982 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 Owner and the Offsetting Site Owner that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner and the Offsetting Site Owner 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 Owner and the Offsetting Site Owner hereby undertake that:

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

10.6.2 the Owner and the Offsetting Site Owner 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 Owner and the Offsetting Site Owner acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owner and the Offsetting Site Owner hereby give consent for the Application Site Plan and the Offsetting Site Plan respectively to be reproduced by the Council.

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

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

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

10.11.1 expires; or

10.11.2 is varied or revoked other than at the request of the 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 No person shall be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after they have parted with their interest in the Application Site and/ or the Offsetting Site or such part of the Application Site and/ or the Offsetting Site to which such breach relates, except in respect of any breach subsisting before parting with that interest.

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

10.15 References to the Application Site and/ or the Offsetting Site include any part of it.

10.16 Any covenant by the Owner and/ or the Offsetting Site Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

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

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

PROVIDED THAT:

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

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

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

10.20 In the event that the Environment Agency, or its successor body, designates the SNWSZ as no longer being classified as a water-stressed area, or if Southern Water, or any other water board or authority responsible for providing clean water services within the SNWSZ, implements measures, from an overarching strategic position, which effectively resolve the water-stressed classification of the SNWSZ and consequently, the Council no longer requires water neutrality as a condition for planning permission within the SNWSZ, the obligations contained within this Agreement relating to water neutrality may be discharged in accordance with the procedures set out in Section 106A of the Town and Country Planning Act 1990, which allows for the modification or discharge of planning obligations.

10.21 In the event that an alternative water-saving offsetting solution that is Water Neutral — whether through the purchase of Water Credit Units from the Council's approved Sussex North Offsetting Water Scheme (SNOWS), the utilisation of Water Credit Units from alternative properties, or any other future water neutrality offsetting mechanism approved by the Council and Natural England (acting reasonably) — is presented to the Council, then consideration will be given by the Council to a variation or discharge of the obligations contained within this Agreement. Such variation or discharge shall be effected in accordance with the procedures set out in Section 106A of the 1990 Act.

11. DISPUTE RESOLUTION

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

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

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

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

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

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

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

11.3.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

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

12.2 The Offsetting Site Owner warrants that no person other than the Offsetting Site Owner and the Second Chargee has any legal or equitable interest in the Offsetting Site other than as set out in this Agreement.

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

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

EXECUTED as a DEED by ROBERT ANTHONY QUAYLE

..... [redacted] ..... Signature

In the presence of:

W ..... [redacted] ..... Signature

I ..... L. HOWARD ..... Print name

T ..... 26 KING GEORGE VI DRIVE ..... Address 1

N ..... HOVE ..... Address 2

E ..... EAST SUSSEX ..... Address 3

S ..... BN3 6XF ..... Post code

S ..... CARPENTER ..... Occupation

EXECUTED as a DEED by FAYE CLAIRE QUAYLE

[redacted] ..... Signature

In the presence of:

[redacted]

W ..... Signature
I L. HOWARD ..... Print name
T 26 KING GEORGE VI DRIVE ..... Address 1
N HOVE ..... Address 2
E EAST SUSSEX ..... Address 3
S BN3 6XF ..... Post code
S CARPENTER ..... Occupation

EXECUTED as a DEED by
MB (SYNDICATES) LIMITED
acting by one Director in the presence of a witness

[redacted] ..... Signature - Director

In the presence of:

[redacted]

W ..... Signature - Witness
I KAREN SHEPHERD ..... Print name
T 5 ALMA CLOSE ..... Address 1
N SCHOLAR GREEN ..... Address 2
E CHESHIRE ..... Address 3
S ST7 3HZ ..... Post code
S HEAD OF OPS ..... Occupation

EXECUTED as a DEED by E-CO-LIVE LIMITED

[redacted] Signature

W [redacted] Signature
I JESSICA MARCO-WADEY Print name
T 14 CALVERT LINK Address 1
N HORSHAM Address 2
E WEST SUSSEX Address 3
S RH12 0AG Post code
S GETTINGS MANAGER Occupation

EXECUTED as a DEED for and on behalf of
PARAGON BANK PLC
acting by a duly authorised Attorney* in the presence of a witness

[redacted] Signature of Attorney
BENN CHATT Print name
HEAD OF COLLECTIONS Poa Position held

In the presence of a witness:

[redacted] Signature of witness
NAEEM MULLA Print name
CUSTOMER SERVICES OFFICER Position held

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Chargee/ Mortgagee must be submitted to the Council with this Deed.

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

[redacted]
Authorised Officer

18079 xs

Schedule 1

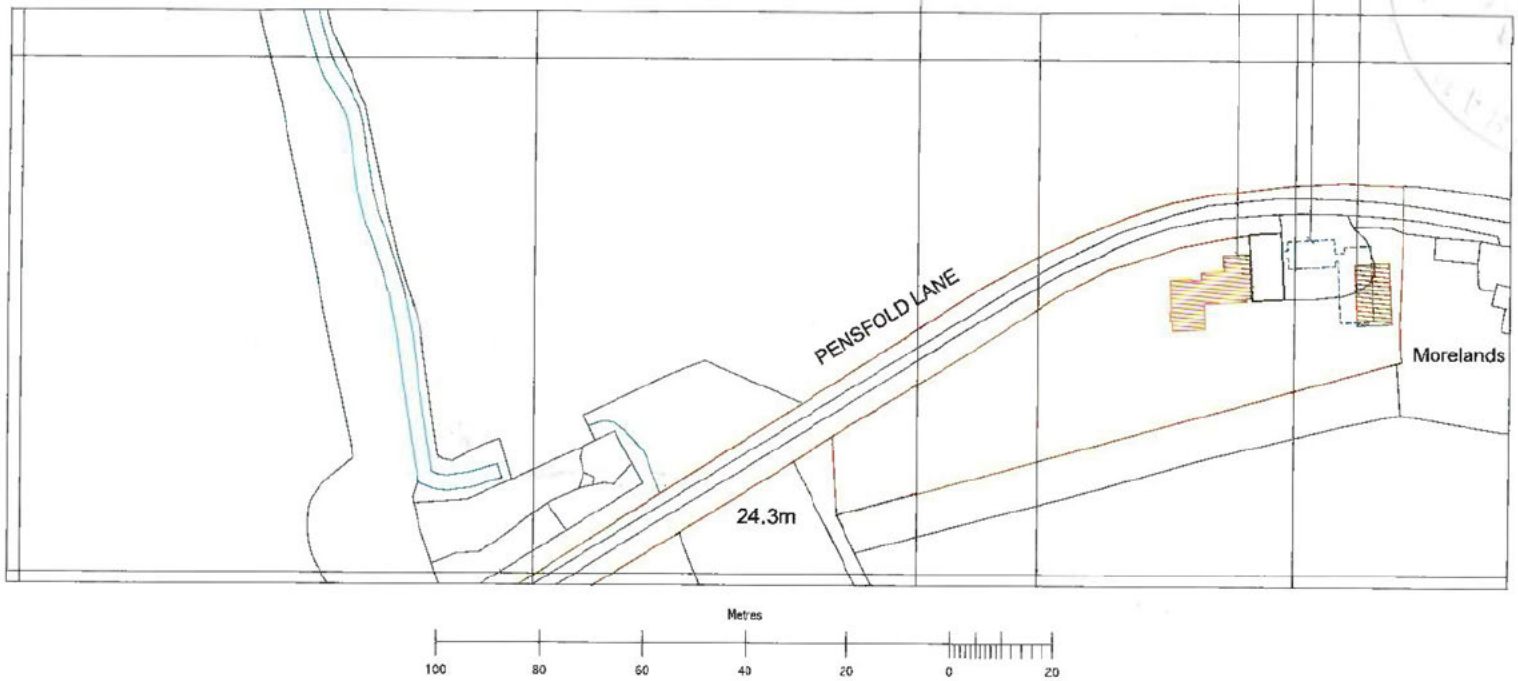
1. Application Site Plan
2. Offsetting Site Plan

[redacted]



MORELANDS FARM - SITE LOCATION PLAN AS PROPOSED

SCALE 1:1250 ON AN A1 SHEET



MORELANDS FARM - SITE BLOCK PLAN AS PROPOSED

SCALE 1:500 ON AN A1 SHEET

FOR PLANNING PURPOSES ONLY

NOT FOR CONSTRUCTION

TO BE READ IN CONJUNCTION WITH STRUCTURAL ENGINEER'S DRAWINGS, DETAILS AND SPECIFICATIONS

N
W E
S

[redacted]

REV.	DATE	BY	AMENDMENT	CHK

PLANNING

gould baxter

2 Lancaster Mews, Paddockhall Road, Haywards Heath, West Sussex, RH16 1HE
(01444) 452694
hh@gouldbaxter.co.uk
www.gouldbaxter.co.uk

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CLIENT
MR & MRS R. QUALYE

PROJECT
MORELANDS FARM
NALDRETTS LANE
RUDGWICK, HORSHAM
WEST SUSSEX
RH12 3BU

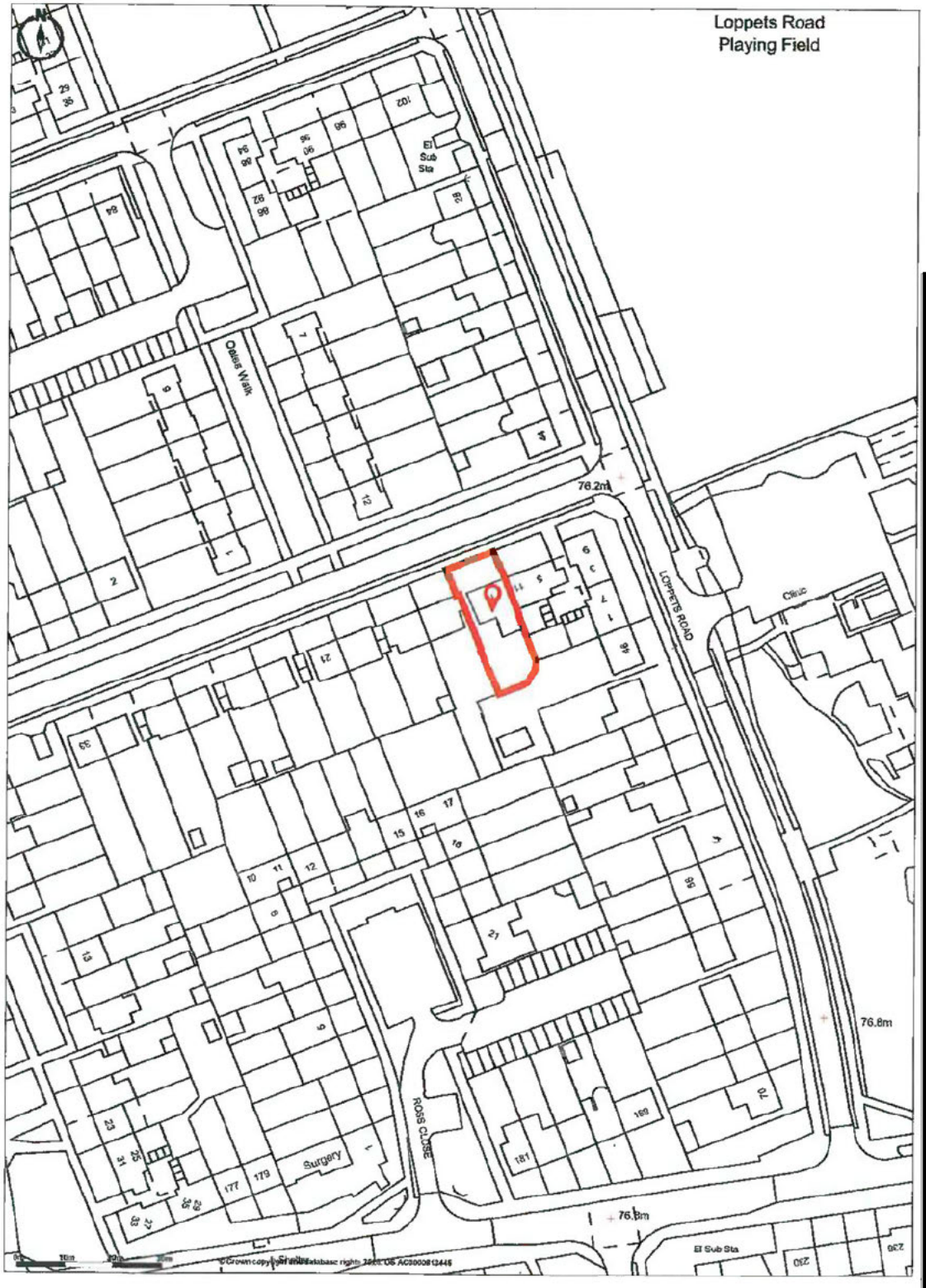
DRAWING
MORELANDS FARM - SITE LOCATION & BLOCK PLAN AS PROPOSED

DATE	SCALE AT A1	DRAWN BY	MC
08.01.15	AS NOTED	CHECKED BY	CS

JOB NO.	DRAWING NO.	REV.
	PL.003	

[redacted]

Site Location Plan
13 Scott Road, Crawley, RH10 5DA



Promap
LANDMARK INFORMATION

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Schedule 2

The Offsetting Site Owner's covenants to the Council

Pursuant to section 33(1)(b) of the 1982 Act, the Offsetting Site Owner covenants with the Council to bind their interest in the Offsetting Site for the purposes of ensuring that the Development can be delivered as Water Neutral as follows:

1. Not to encumber or otherwise deal with their interest in the Offsetting Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and/ or undertakings imposed by this Agreement are rendered impossible to carry out.
2. To retain the Offsetting Measures for the lifetime of the Development and not to remove or replace the Offsetting Measures other than with a replacement fixture or fitting which retains the saving of 273 (two hundred and seventy-three) Water Credit Units;
3. To maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site and operate the Water Credit Scheme in accordance with the Water Neutrality Statement and this Agreement at all times;
4. To allow the Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained and maintained as required provided that the Council gives not less than 5 (five) Working Days' notice in writing of its intention to inspect the Offsetting Measures;
5. To notify the Council of any Sale or Transfer of a Water Credit Unit generated as a result of the Offsetting Measures implemented at the Offsetting Site within 10 (ten) Working Days of the date of any such Sale or Transfer.
6. To maintain a record of all Water Credit Units that have been Sold or Transferred specifying to whom they have been Sold or Transferred and the development within the SNWSZ to which they have been applied (whether or not the development is within the Council's administrative area) and to provide a copy of that record to the Council prior to Commencement of the Development.
7. Not to permit the Sale or Transfer of a Water Credit Unit which has already been Sold or Transferred or permit any form of Double Counting.
8. To grant the Council free and unimpeded access to data concerning water usage at the Offsetting Site from third parties.
9. That, in the event that the Offsetting Site or any part of it is transferred, the Offsetting Site Owners shall enter into a direct covenant with the transferee such that the transferee is obliged:

    9.1 to comply with the restrictions and obligations set out in this Agreement;

    9.2 to maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Strategy and this Agreement;

    9.3 to consent to the entering of the following restriction on the transferee's title to the Offsetting Land 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 title number WSX125761 (or any title created out of that title) or their conveyancer that the provisions contained in Schedule 2 of the Agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 dated [ ] between 1) Robert Anthony Quayle and Faye Claire Quayle; 2) E-Co Live Limited; 3) Paragon Bank plc; and 4) Horsham District Council, have been complied with".

Schedule 3

Water Neutrality Statement

WATER NEUTRALITY STATEMENT FOR THE PROPOSED DEVELOPMENT AT MORELANDS BARN, NALDRETTS LANE, RUDGWICK, HORSHAM, WEST SUSSEX RH12 3BU.

H2Ogeo Reference: 20250311P1
Date: 17 April 2025

Version: FINAL v3.0

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Statement of Limitations

The report will be prepared in accordance with the scope of work outlined within this proposal and is subject to the applicable cost, time and other constraints. It has been prepared for the sole use of the Client and H2Ogeo accepts no liability as a result of the use or reliance of this report by any other parties.

The advice and opinions in the report should be read and relied on only in the context of the report as a whole. As with any environmental appraisal or investigation, the conclusions and observations are based on limited data. The risk of undiscovered environmental impairment of the site cannot be ruled out. H2Ogeo cannot therefore warrant the actual conditions or LPA responses for the site and advice given is limited to those conditions for which information is held by H2Ogeo at the time. The findings are based on the information made available to H2Ogeo at the date of the report and will have been assumed to be correct.

This report will be provided to the Client and should they wish to release this report to any other third party for that party's reliance, H2Ogeo accepts no responsibility to any third party to whom this report or any part thereof is made known. H2Ogeo accepts no responsibility for any loss or damage incurred as a result, and the third party does not acquire any rights whatsoever, contractual or otherwise, against H2Ogeo except as expressly agreed with H2Ogeo in writing.

The findings will not purport to include any manner of legal advice or opinion. New information or changes in conditions and regulatory requirements may occur in future, which may change the conclusions presented.

H2Ogeo will perform the services on behalf of the Client in a manner consistent with the normal level of care and expertise exercised by members of the environmental profession. No warranties, expressed or implied, are made. Except as otherwise stated, H2Ogeo's assessment is limited strictly to the scope of work outlined in the Scope of Work section and does not evaluate structural or geotechnical conditions of any part of the Site (including any buildings, equipment or infrastructure) or outside the Site boundary.

All conclusions and recommendations made in the report are the professional opinions of H2Ogeo personnel involved with the project and, while normal checking of the accuracy of data has been conducted, H2Ogeo assumes no responsibility or liability for errors in data obtained from external sources, regulatory agencies or any other external sources, nor from occurrences outside the scope of this project.

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This report does not constitute legal advice.

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Executive Summary

H2Ogeo provided this Water Neutrality Statement to support a planning application for a proposed development at Morelands Barn in Rudgwick, West Sussex.

The proposal was accepted and the Water Neutrality Statement is presented in this report.

There is no current water consumption on site and therefore the baseline consumption has been assumed to be 0 Litres/Day. The proposed water consumption based on Performance Level 3 Fixtures and Fittings modelled in the Part G Water Calculator plus 5% = 273 Litres/Day.

The Applicant has chosen to purchase water credits from within the Sussex North Water Resource Zone to offset the 273 Litres.

Table 1 Summary of Water Neutrality

Existing Consumption Litres/Day	***Proposed Consumption (Litres/Day)***	***Offset with Credits (Litres/Day)***	***Water Neutrality Achieved***
0	273	-273	YES

The Water Neutrality Statement demonstrates that the proposed development will achieve water neutrality through efficiencies and the purchase of credits.

The proposed change of use will not contribute to an existing adverse effect upon the integrity of the internationally designated Arun Valley Special Area of Conservation, Special Protection Area and Ramsar sites by way of increased water abstraction.

1 Introduction

Natural England cannot, with certainty, conclude that the Sussex North Water Supply Zone, that includes water supply from a groundwater abstraction, is not having an adverse effect on the integrity of:

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

Natural England have advised that developments within this zone must not add to this impact.

The Local Planning Authority (LPA), have requested a Water Neutrality Statement is provided to accompany applications to demonstrate that the proposed development does not increase the rate of water abstraction for drinking water supplies above existing levels.

1.1 Scope of Work

H2Ogeo was requested to provide a proposal for a Water Neutrality Statement to support a planning application at Morelands Barn, Naldretts Lane, Rudgwick, Horsham, West Sussex RH12 3BU for the Conversion of an existing barn and side extensions to form a single-family dwelling with detached garage with ancillary accommodation over.

The site location is presented in Figure 1.

The Water Neutrality Statement aims to demonstrate that the proposed development will not *contribute to an existing adverse effect upon the integrity of the internationally designated Arun Valley Special Area of Conservation, Special Protection Area and Ramsar sites by way of increased water abstraction.*

The proposal was accepted and the Water Neutrality Statement is presented in this report. It is understood that a water neutrality scheme had already been presented however, Natural England required further detailed assessment to make a decision. This Water Neutrality Statement provides the detail required and presents a different mitigation scheme to achieve water neutrality.

A Statement of Limitations is presented at the start of this report.

1.2 Background

The existing site lies adjacent to a track and bridleway which leads from Rudgwick. The site contains an existing traditional farm building called Morelands Barn, which is redundant. The barn is located adjacent to the property Morelands Cottage[1].

There is an extant planning permission granted on site (DC/21/2842) for the repair and refurbishment works and extensions to the existing barn with associated landscaping works. This would result in a three-bedroom dwelling.

The proposed development is for the conversion of the existing barn and side extension to form a single-family dwelling. The application also looks to relocate the existing driveway to enhance the setting of the barn. The allowance to offset the driveway and garage ensures vehicles are set away from the existing building, mitigating the urbanization of the setting[2].

The existing layout and the proposed development drawings are presented in Annex A.

[1] Delegated Report DC/21/2842
[2] Design and Access Statement

1.3 Sussex North Water Resource Zone (WRZ)

Southern Water supplies water to Crawley Borough, Horsham District, the northern part of Chichester District, southern Waverley and the South Downs National Park from its Sussex North Water Resource Zone (WRZ).

Within the WRZ there are a number of water sources, one of which is the groundwater abstraction from the Hardham source, one of a number of groundwater and surface water abstractions around Pulborough[3] presented in Figure 2 along with the proposed site and boundary of the Sussex North WRZ

The Hardham Groundwater abstraction is located approximately 16km south west of the proposed site.

[3] https://www.horsham.gov.uk/__data/assets/pdf_file/0019/104482/EYP-JBAU-XX-XX-RP-EN-0001-A1-C03-Water_Neutrality_Assessment_Part_A.pdf

2 Site Location and Setting

The site address is Morelands Barn, Naldretts Lane, Rudgwick, Horsham, West Sussex RH12 3BU and is centre centred on National Grid Reference: TQ 09443 32160 (Easting: 509443, Northing: 132160) and presented in Figure 1.

2.1 Existing Site

As discussed above the site consists of a disused barn.

2.1.1 Proposed Fixtures & Fittings

The proposed conversion would result in a four-bedroom dwelling with the ground floor consisting of a main entrance, utility room, WC, plant room, living room, dining room, kitchen, an informal living space, library, office and a snug.

The first floor hosts the four bedrooms, all ensuite with showers with the master bedroom having a bath and separate shower.

The proposed fixtures will meet Performance Level 3 of the BREEAM New Construction 2018 Standards and are shown in the table below with example fixtures and fittings, currently available on the market, presented in Annex B:

Table 2 Proposed Performance Levels of new Fixtures and Fittings

Fixture	***Performance Level***	***Consumption***	***Units***
WC	3	3.75	Effective Flush (Litres)
Taps (excluding kitchen/utility room taps)	3	5	Litres/Minute
Kitchen/Utility room sink taps	3	6	Litres/Minute
Shower over Bath	3	6	Litres/Minute
Standalone Shower	3	6	Litres/Minute
Bath	3	140	Litres to Capacity
Dishwasher	3	<=0.92	Litres/Place Setting
Washing Machine	3	5	Litres/kg dry load

3 Baseline Water Consumption

3.1 Existing Water Demand

The existing mains water consumption on site is zero.

3.2 Proposed Demand

The water consumption for the proposed four-bedroom dwelling has been calculated using the Part G Building Regulations Water Calculator with fixtures and fittings meeting Performance Level 3 under the BREEAM New Construction 2018 Standards.

The Part G Calculator is presented in Annex C and the consumption of the proposed dwelling = 91 Litres/Person/Day.

3.2.1 Occupancy

Extrapolated data from Horsham District Council's 2011 Census data indicates a four-bed property has an occupancy of 2.86 People.

3.2.2 Proposed Water Demand Summary

The whole site consumption = 260.26 Litres/Day (91*2.86).

Table 3 Summary of Consumption

Existing Consumption	***Proposed Consumption***	***Water Neutrality Achieved***
0 Litres/Day	260.26 Litres/Day	NO

4 Mitigation

To achieve water neutrality mitigation is required and this will be delivered through efficient fixtures and fittings and purchasing water credits from within the Sussex North Water Resource Zone. An additional 5% daily water consumption has been included as a safety factor to ensure compliance with Water Neutrality:

The whole site consumption including 5% safety factor = 273 Credits.

4.1 Mitigation Through Purchase of Credits

The applicant will secure water credits equivalent to 273 Litres/Day and details of these will follow**.**

The combined mitigation of improved efficiency in fixtures and fittings in combination with purchasing offsetting credits would result in the site being water neutral.

5 Conclusion

With the installation of efficient fixtures and fittings the modelled proposed demand on site will be up to 273 Litres/Day. The applicant will secure 273 Water Credits to offset this consumption and therefore the proposed development will be water neutral:

Table 4 Summary of Water Neutrality

Existing Consumption Litres/Day	***Proposed Consumption (Litres/Day)***	***Offset with Credits (Litres/Day)***	***Water Neutrality Achieved***
0	273	-273	YES

With mitigation in place, this Water Neutrality Statement demonstrates that the proposed development will not contribute to an existing adverse effect upon the integrity of the internationally designated Arun Valley Special Area of Conservation, Special Protection Area and Ramsar sites by way of increased water abstraction.

6 Figures

Figure 1 Site Location

Figure 2 Sussex North Water Resource Zone

Figure 1 Site Location

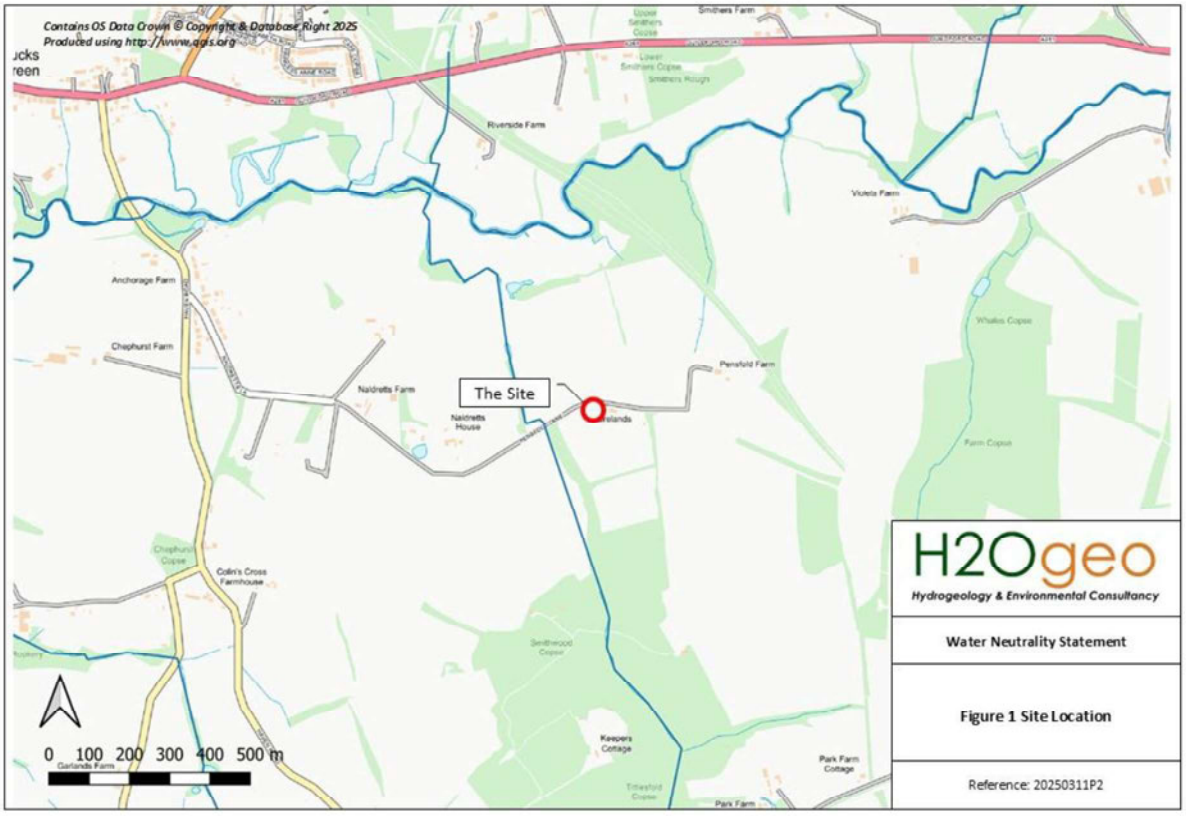
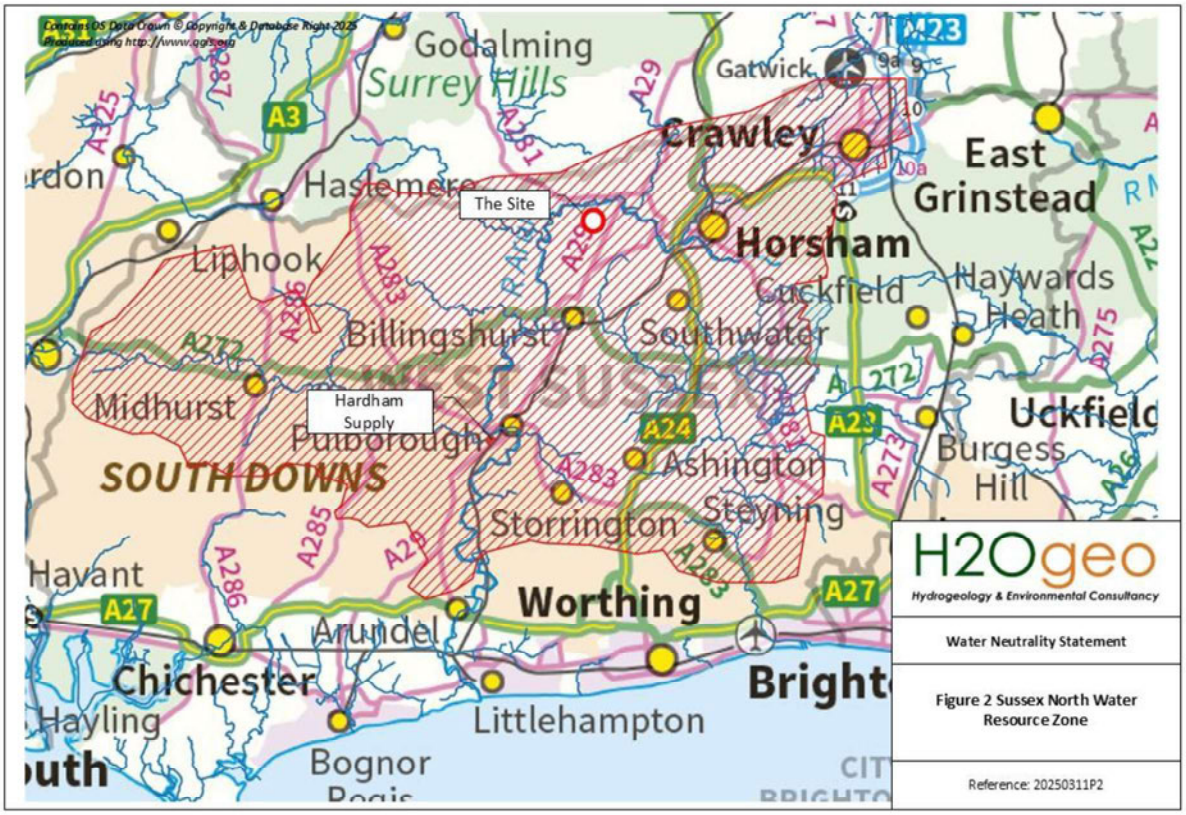


Figure 2 Sussex North WRZ



7 Annexes

Annex A - Drawings

Annex B – Examples of PL3 and PL4 Fixtures and Fittings

Annex C – Part G Water Calculator

Annex D – Mitigation Credit Scheme

Annex A - Drawings



Source: https://gridreferencefinder.com/#gr=TQ0944332160|509443_s__c__s_132160|1

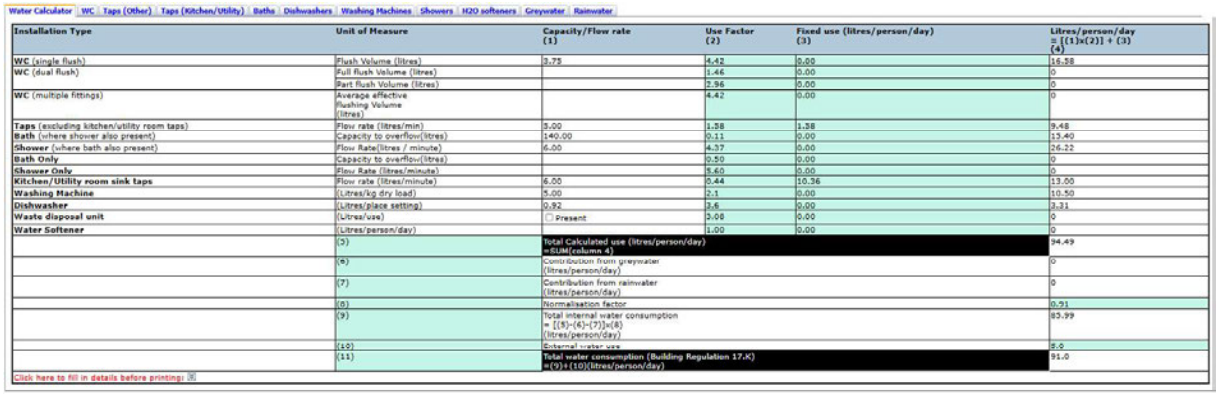
Annex B – Examples of PL3 and PL4 Fixtures and Fittings

The following table presents examples of fixtures and fittings that would achieve the efficiencies outlined in this Water Neutrality Statement. All fixtures and fittings must achieve Performance Level 3 and 4 of the BREEAM New Construction Guidance 2018:

Type	*Brand/Make/Model*	*Flow Rate*	*Unit*	*Performance Level*
Wash-hand Basin Tap	Grohe Eurosmart Cosmopolitan Basin Mixer Tap	3.5	Litres/Minute	4
	Hansgrohe Talis S EcoSmart Basin Mixer Tap	3.5	Litres/Minute	4
	Bristan Prism Eco Basin Mixer Tap	3.8	Litres/Minute	3
	Ideal Standard Tesi Basin Mixer Tap with EcoFlow Regulator	3.7	Litres/Minute	3
	Methven Minimalist Basin Mixer Tap with Satinjet Technology	3.5	Litres/Minute	4
Showers	Mira Eco 4 Spray Showerhead	4	Litres/Minute	4
	Hansgrohe Croma 100 Vario EcoSmart Showerhead	3.5	Litres/Minute	4
	Methven Waipori Satinjet Ultra Low Flow Showerhead	4.5	Litres/Minute	4
	Triton Dene Low Flow Fixed Showerhead	4	Litres/Minute	4
	Aqualisa EcoSpray 105 Showerhead	3.8	Litres/Minute	4
Baths	Armitage Shanks Sandringham 21 Compact Bath	110	Litres Overflow	4
	Twyford Celtic Compact Bath	100	Litres Overflow	4
	Kalderwei Saniform Plus Small Steel Bath	105	Litres Overflow	4
	Carron Compact Acrylic Bath	115	Litres Overflow	4
	Ideal Standard Tempo Space Saving Bath	110	Litres Overflow	4
WC	Roca The Gap Wall-Hung Toilet with 3/4.5L Dual Flush	3.38	Effective Flush Litres	4
	Ideal Standard Concept Air Back-to-Wall Toilet with Dual Flush	3.38	Effective Flush Litres	4
	VitrA S50 Compact Wall-Hung WC with Dual Flush	3.38	Effective Flush Litres	4
	Twyford E100 Square Close-Coupled WC with 3/4.5L Dual Flush	3.38	Effective Flush Litres	4
	Grohe Bau Ceramic Wall-Hung WC with 3/4.5L Dual Flush	3.38	Effective Flush Litres	4
Kitchen Taps	Grohe BauEdge Single-Lever Kitchen Mixer Tap	4.5	Litres/Minute	4
	Hansgrohe Metris Select Kitchen Mixer Tap	4	Litres/Minute	4
	Franke Eiger Eco Kitchen Mixer Tap	4	Litres/Minute	4
	Blanco Fontas II Filter Kitchen Mixer Tap	4.5	Litres/Minute	4
	Bristan Orta Eco Kitchen Mixer Tap	4.8	Litres/Minute	4
Washing Machines	Samsung Series 6 WW80T684DLN/S1 Washing Machine	4.9	Litres/dry kg load	3
	Bosch Series 8 WAW325H0GB Washing Machine	4.8	Litres/dry kg load	3
	LG F4V909WTSE Washing Machine	4.5	Litres/dry kg load	3
	AEG L7FEE865R 8000 Series Washing Machine	4.8	Litres/dry kg load	3
	Miele WED125 WCS Washing Machine	4.6	Litres/dry kg load	3
Dishwashers	Bosch Serie 6 SMS6ZDW48G Freestanding Dishwasher	0.74	Litres/Place Setting	4
	Miele G5260 SCVi Integrated Dishwasher	0.73	Litres/Place Setting	4
	Siemens iQ500 SN258I06TG Freestanding Dishwasher	0.75	Litres/Place Setting	4
	Neff N50 S513K60X1G Integrated Dishwasher	0.75	Litres/Place Setting	4
	AEG FFE62620PM Freestanding Dishwasher	0.76	Litres/Place Setting	4

Annex C – Part G Water Calculator

Performance Level 3 Fixtures and Fittings



Water Calculator | WC | Taps (Other) | Taps (Kitchen/Utility) | Baths | Dishwashers | Washing Machines | Showers | H2O softeners | Greywater | Rainwater

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)	3.75	4.42	0.00	16.58
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	3.00	1.58	1.58	9.48
Bath (where shower also present)	Capacity to overflow(litres)	140.00	0.11	0.00	15.40
Shower (where bath also present)	Flow Rate(litres / minute)	6.00	4.37	0.00	26.22
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	6.00	0.44	10.36	13.00
Washing Machine	(Litres/kg dry load)	5.00	2.1	0.00	10.50
Dishwasher	(Litres/place setting)	0.92	3.6	0.00	3.31
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	**Total Calculated use (litres/person/day) =SUM(column 4)**			94.49
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			85.99
	(10)	External water use			5.0
	(11)	**Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)**			91.0

Click here to fill in details before printing:

Annex D – Mitigation Water Credit Scheme

Water Neutrality Offsetting Report

Site: Morelands Barn, Rudgwick
Prepared by: Laura Jagiela
Approved by: Neil Jaques
Date: 17 April 2025

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1.0 Introduction

1.1 This report has been created to set out the proposed offsetting measures for the site at Morelands Barn, Naldretts Lane, Rudgwick, RH12 3BU.

1.2 The NE Position Statement states that offsetting can be carried out by retrofitting existing properties with grey water recycling systems, rainwater harvesting and/or water reduction fittings.

1.3 The proposal is to offset the development against a water offsetting scheme in Crawley. A summary of the offsetting scheme can be seen in **Appendix A**. 13 Scott Road, Crawley (RH10 5DA) will be used to offset this development.

2.0 Offsetting Measures

2.1 13 Scott Road is a six-bed property with a maximum population of six people. Within the HMO the kitchen is a communal space, used by all six occupants. The bathrooms are split between the bedrooms. This means that first bathroom (Bathroom One) will be used by two of the occupants and the second bathroom (Bathroom Two) will be used by four occupants.

Meter Readings

2.2 Meter readings are available for 13 Scott Road and these can be seen in **Appendix B**. The meter readings cover a period from 10th June 2021 to 21st June 2023 and show a water usage of 1,207.83 litres per day. A copy of the calculations can be seen in **Appendix C**.

2.3 The NE Position Statement states that offsetting can be carried out by retrofitting existing properties with grey water recycling systems, rainwater harvesting and/or water reduction fittings. Therefore, a flow survey was undertaken on the property to determine the water savings available.

Water Reduction Measures

2.4 Flow restricting valves will be fitted to the basin taps and kitchen taps within the property, as well the showers in all the Bathrooms will be fitted with flow restricting valves, as to reduce the water consumption.

2.5 A water calculation in accordance with Building Regulations Part G has been carried out and this confirms that the water use of all the Bathrooms can be reduced to 89.52 litres per person per day, which includes an allowance of 5 litres per person per day for external water usage. A copy of the Part G calculation can be found in **Appendix D** and is summarised in Table 2.1, on the next page:

	Total Water Usage (l/p/day)
WC (full flush)	8.76
WC (part flush)	8.88
Taps (Excluding Kitchen)	7.11
Shower	44.80
Kitchen Taps	12.56
Washing Machine	10.77
Total	**92.88**
Normalisation Factor	0.91
Total	**84.52**
External Water Use	5.00
Total	**89.52**

Table 2.1 – Offsetting Water Usage

2.6 Using the Part G water consumption figure of 89.52 litres per person per day and a population of six, it is estimated that the water usage of 13 Scott Road will reduce to 537.14 litres per day.

2.7 A copy of the flow restricting valves to achieve the above water consumption can be found in **Appendix E**.

2.8 Following the installation of the flow restricting valves at 13 Scott Road, the total water consumption can be reduced to 537.14 litres per day.

Summary of Offsetting

2.9 13 Scott Road's baseline water usage was 1,207.83 litres per day, following the incorporation of the above measures, the water usage will be reduced to 537.14 litres per day. This will provide a water saving of 670.69 litres per day within the SNWSZ.

2.10 381.40 of these credits are already allocated against other developments, thus of the residual 289.29 credits available from 13 Scott Road, 273 are being allocated to the proposed development at Morelands Barn, Rudgwick.

2.11 The remaining 16.29 credits will remain in the credit scheme for use on other Proposed developments.

2.12 A copy of the title plan and details for 13 Scott Road can be found in **Appendix F**.

2.13 A copy of the a management and maintenance plan for 13 Scott Road can be found in **Appendix G**.

3.0 Summary and Conclusions

3.1 This report sets out the offsetting measures for the site at Morelands Barn, Naldretts Lane, Rudgwick, RH12 3BU.

3.2 The proposed development at Morelands Barn will purchase 273 credits as part of the offsetting scheme by Sussex Water Neutrality. Therefore, the residual mains water requirement of the development has been fully offset and there is no additional mains water requirement within the SNWSZ as a result of the development.

Appendix A

Sussex Water Neutrality Offsetting Scheme Summary

Sussex Water Neutrality Offsetting Scheme

Developer and Water Credit Allocation

Property	Total Number of Credits	Developer	Planning Reference	Number of Credits Used	Remaining Credits
15 Aintree Road	265	Mr Kevin Shaw	DC/24/0511	265	0
118 Weald Drive	597	Wildgoose (UK) Ltd	TBC	597	0
124 Brighton Road	294	Wildgoose (UK) Ltd	TBC	291	3.98 (remaining used below)
73 Ditchling Hill	257	Mr Keith Potts	DC/19/2477	185	72.97 (remaining used below)
73 Ditchling Hill	72.97	Dominos Pizza	DC/24/1265	72.85	0.12
43 Ardingly Close	133.15	Dominos Pizza	DC/24/1265	133.15	0
40 Caburn Height	328	Mr Kevin Shaw	DC/24/1112	305	23.42
13 Scott Road	670.69	Mitchell Evans LLP	DC/24/1003	80	590.69 (remaining used below)
37 Five Acres	287.64	Mr Kevin Shaw	DC/24/1486	186	101.64 (remaining used below)
37 Five Acres	101.64	Brix Limited	TBC	101.64	0
20 Buckswood Drive	229.72	Brix Limited	TBC	229.72	0
124 Brighton Road	3.98	Brix Limited	TBC	2.64	1.34
13 Scott Road	590.69	Mr & Mrs Spencer-Smith	DISC/23/0084	301.40	289.29 (remaining used below)
11 Aintree Road	102.37	Mr & Mrs Spencer-Smith	DISC/23/0084	28.60	73.77
19 Epsom Road	358.37	Mr Kevin Shaw	TBC	256	102.37 (remaining used below)
42 Caburn Heights	348.68	Christopher Reed	TBC	80	268.68 (remaining used below)
19 Epsom Road	102.37	Mr Kevin Shaw	TBC	24	78.37 (remaining used below)
49 Arden Road	425.60	Remmus Designer Homes Ltd (Burgess Hill)	TBC	220	205.60
8 Ardingly Close	593.94	Mr Kevin Shaw	TBC	87	506.94
19 Epsom Road	78.37	Mr Kevin Shaw	TBC	49	29.37
42 Caburn Heights	268.68	Mr Kevin Shaw	TBC	93	175.68

114 Weald Drive	423.76	Mr Kevin Shaw	TBC	136	287.76 (remaining used below)
114 Weald Drive	287.76	Mr Kevin Shaw	TBC	160	127.76 (remaining used below)
114 Weald Drive	127.76	Mark Baldock	TBC	80	47.76
112 Weald Drive	143.33	Mr Kevin Shaw	TBC	140	3.33
13 Scott Road	289.29	Mr & Mrs R Quayle	TBC	273	16.29
			Total Allocated Credits	4,377	
			Total Remaining Credits		1,083.61

Appendix B

Meter Readings: 13 Scott Road

WATER for LIFE from Southern Water

Visit our website for live chat or to log into your account
southernwater.co.uk/help

0330 303 0277
Weekdays - 8am to 7pm
Saturday - 8.30am to 2pm

[redacted]
13 SCOTT ROAD
TILGATE
CRAWLEY
RH10 5DA

Your customer number [redacted]

Your payment reference [redacted]

Invoice number [redacted]

Dear [redacted],

Here's your latest bill based on the meter reading we took on 25 November 2021. You currently pay by Direct Debit, so you don't need to do anything – your payments will be taken automatically.

Meter reading

Water used in cubic metres

305 m³

One cubic metre = 1,000 litres
This is equivalent to: 11 baths, 31 (4 min) showers or 166 toilet flushes

Meter number: 6M425828

Latest reading: 25 Nov 2021

		1	5	3	8	.	0	0

Previous reading: 10 Jun 2021

		1	2	3	3	.	0	0

Your next meter reading is scheduled to take place by 26 Dec 2022

Previous bill's usage
96.00 m³

Charges

£[redacted]

Bill date
08 Jun 2022

Billing period
From: 11 June 2021
To: 25 November 2021

Bill type
Metered - Direct Debit

Previous bill's charges
[redacted]

Future payments

Next monthly payment

£[redacted]

5 Jul 2022

For full list of future payments, see Your payment summary.

Struggling to pay? See p. 3

Previous bill's payments
[redacted] monthly

Water

Period: 11 June 2021 to 25 November 2021

Variable Rate	305.00m³	[redacted]
Standing Charge		
Total Water	[redacted]	

Wastewater

Thames Water takes away your wastewater. Its customer service number is **0800 980 8800**. You'll receive a separate bill from Thames Water for your wastewater.

Southern Water supplies your water.

Standing Charge:
This covers essential service costs such as sending bills, collecting payments and dealing with enquiries.

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WATER for LIFE from Southern Water

Visit our website for live chat or to log into your account
southernwater.co.uk/help

0330 303 0277
Weekdays - 8am to 7pm
Saturday - 8.30am to 2pm

[redacted]
13 SCOTT ROAD
TILGATE
CRAWLEY
RH10 5DA

Your customer number [redacted]

Your payment reference [redacted]

Invoice number [redacted]

Dear [redacted],

Here's your latest bill based on the meter reading we took on 06 December 2022. You currently pay by Direct Debit, so you don't need to do anything – your payments will be taken automatically.

Meter reading

Water used in cubic metres

193 m³

One cubic metre = 1,000 litres
This is equivalent to: 11 baths, 31 (4 min) showers or 166 toilet flushes

Meter number: 6M425828

Latest reading: 6 Dec 2022

		1	9	6	7	.	0	0

Previous reading: 2 Jun 2022

		1	7	7	4	.	0	0

Your next meter reading is scheduled to take place by 26 Jun 2023

Previous bill's usage
236.00 m³

Charges

[redacted]

Bill date
07 Dec 2022

Billing period
From: 03 June 2022
To: 06 December 2022

Bill type
Metered - Direct Debit

Previous bill's charges [redacted]

Future payments

Next monthly payment

[redacted]

5 Jan 2023

For full list of future payments, see Your payment summary.

Struggling to pay? See p. 3

Previous bill's payments [redacted] **monthly**

Water

Period: 03 June 2022 to 06 December 2022

Variable Rate	193.00m³	[redacted]
Standing Charge		
Total Water	[redacted]	[redacted]

Wastewater

Thames Water takes away your wastewater. Its customer service number is **0800 980 8800**. You'll receive a separate bill from Thames Water for your wastewater.

Southern Water supplies your water.

Standing Charge:
This covers essential service costs such as sending bills, collecting payments and dealing with enquiries.

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WATER for LIFE from Southern Water

Visit our website for live chat or to log into your account
southernwater.co.uk/help

0330 303 0277
Weekdays - 8am to 7pm
Saturday - 8.30am to 2pm

[redacted]
13 SCOTT ROAD
TILGATE
CRAWLEY
RH10 5DA

Your customer number [redacted]

Your payment reference [redacted]

Invoice number [redacted]

Dear [redacted],

Here's your latest bill based on the meter reading we took on 21 June 2023. You currently pay by Direct Debit, so you don't need to do anything – your payments will be taken automatically.

Meter reading

Water used in cubic metres

161 m³

One cubic metre = 1,000 litres
This is equivalent to: 11 baths, 31 (4 min) showers or 166 toilet flushes

Meter number: 6M425828

Latest reading: 21 Jun 2023

		2	1	2	8	.	0	0

Previous reading: 6 Dec 2022

		1	9	6	7	.	0	0

Your next meter reading is scheduled to take place by 26 Dec 2023

Previous bill's usage
193.00 m³

Charges

[redacted]

Bill date
23 Jun 2023

Billing period
From: 07 December 2022
To: 21 June 2023

Bill type
Metered - Direct Debit

Previous bill's charges [redacted]

Future payments

Next monthly payment

[redacted]

5 Jul 2023

For full list of future payments, see Your payment summary.

Struggling to pay? See p. 3

Previous bill's payments [redacted] **monthly**

Water

Period: 07 December 2022 to 31 March 2023

Variable Rate	[redacted]	x 93.90m³	[redacted]
Standing Charge			
Period: 01 April 2023 to 21 June 2023			
Variable Rate	[redacted]	x 67.10m³	
Standing Charge		=	
Total Water			

Wastewater

Thames Water takes away your wastewater. Its customer service number is **0800 980 8800**. You'll receive a separate bill from Thames Water for your wastewater.

Southern Water supplies your water.

Standing Charge:
This covers essential service costs such as sending bills, collecting payments and dealing with enquiries.

If you would like to know more about how we calculate our charges, please go to **www.southernwater.co.uk/account/how-we-calculate-your-bill**

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STA-SWF138-2-4220

Appendix C

Meter Reading Calculations: 13 Scott Road

Water Bill - Calculations

Meter Number: 6M425828

ADDRESS: 13 Scott Road, Crawley

Existing

Date	Reading	Days	Difference (m3)	Difference (litres)	Litres per day
10/06/2021	1233				
25/11/2021	1538	168	305	305000	1,815.48
02/06/2022	1774	189	236	236000	1,248.68
06/12/2022	1967	187	193	193000	1,032.09
21/06/2023	2128	197	161	161000	817.26
	Total	741	895	895000	**1,207.83**

Appendix D

Part G Calculation: Retrofit

Part G Calculation - 13 Scott Road Water Usage (Flow Restricting Valves)

Bathroom 1

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person /day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	5.13	2.1		10.77
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			92.88
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				84.52
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				89.52

	Population	Mains Water Usage
6-bedroom	2	179.05
Totals	2	**179.05**

Part G Calculation - 13 Scott Road Water Usage (Flow Restricting Valves)

Bathroom 2

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person /day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	5.13	2.1		10.77
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			92.88
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				84.52
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				89.52

	Population	Mains Water Usage
6-bedroom	4	358.09
Totals	4	**358.09**

Appendix E

Fixtures and Fittings Specifications

Fixtures and Fittings - Part G Specifications

Item	Capacity/Flow rate	Overview
Basin Tap	3.5 litres/minute	Flow Restricting Valve
Shower	8 litres/minute	Flow Restricting Valve
Kitchen Sink	5 litres/minute	Flow Restricting Valve

Appendix F

13 Scott Road: Title Plans and Details

Official copy of register of title

Title number WSX125761 | Edition date 05.04.2019

This official copy shows the entries on the register of title on 15 May 2019 at 14:50:13.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 15 May 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : CRAWLEY

1 (08.02.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 13 Scott Road, Crawley (RH10 5DA).

2 A Conveyance of the land in this title and other land dated 21 March 1955 made between (1) Henry Moran and (2) Crawley Development Corporation contains the following reservations:-

EXCEPT AND RESERVED for the benefit of the Tilgate Estate as follows:-

Exceptions

ALL electric cables wires poles stays transformers and other electrical apparatus and all water pipes and gas pipes not used exclusively for the supply of electricity water or gas to the property comprised in Part IV of the First Schedule hereto TOGETHER WITH all necessary rights of access for maintenance renewal cleansing and repair.

Reservations

1. IN fee simple all such easements or quasi-easements or rights of way light drainage or water course and other rights in the nature of easements profits a prendre and such means of supply of electricity water and gas at the Ninth day of October One thousand nine hundred and thirty-nine were or were then usually enjoyed by or in respect of the remaining portions of the said Tilgate estate respectively over through or from all or any part of the property comprised in Part IV of the First Schedule hereto TOGETHER WITH all necessary rights of access for maintenance renewal cleansing and repair.

This registration takes effect subject thereto and all electric cables wires poles stays pipes and other apparatus so excepted are excluded from this registration.

NOTE: The land in this title forms part of the property described in Part IV of the First Schedule referred to.

3 The Transfer dated 2 February 1988 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to the easements and rights specified in

A: Property Register continued

paragraph 2 of Schedule 6 of the said Act.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (05.04.2019) PROPRIETOR: E-CO-LIVE LIMITED (Co. Regn. No. 11041326) of Maria House, 35 Millers Road, Brighton BN1 5NP and of 13 Scott Road, Crawley RH10 5DA.

2 (05.04.2019) The price stated to have been paid on 4 April 2019 was £345,000.

3 (05.04.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2019 in favour of Paragon Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 A Transfer of the land in this title dated 2 February 1988 made between (1) The Council of The Borough of Crawley and (2) Patrick John Edward Vincent and Agnes Vincent contains restrictive covenants.

-NOTE: Original filed.

2 (05.04.2019) REGISTERED CHARGE dated 4 April 2019.

3 (05.04.2019) Proprietor: PARAGON BANK PLC (Co. Regn. No. 5390593) of 51 Homer Road, Solihull, West Midlands B91 3QJ.

4 (05.04.2019) The proprietor of the Charge dated 4 April 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

H.M. LAND REGISTRY		TITLE NUMBER WSX 125761	
ORDNANCE SURVEY PLAN REFERENCE	TQ 2735	SECTION L	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT CRAWLEY		© Crown copyright 1974



FILED PLAN H.M. LAND REGISTRY 7 86

This is a copy of the title plan on 14 NOV 2024 at 11:05:10. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images.The quality and accuracy of any print will depend on your printer, your computer and its print settings.This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Durham Office.

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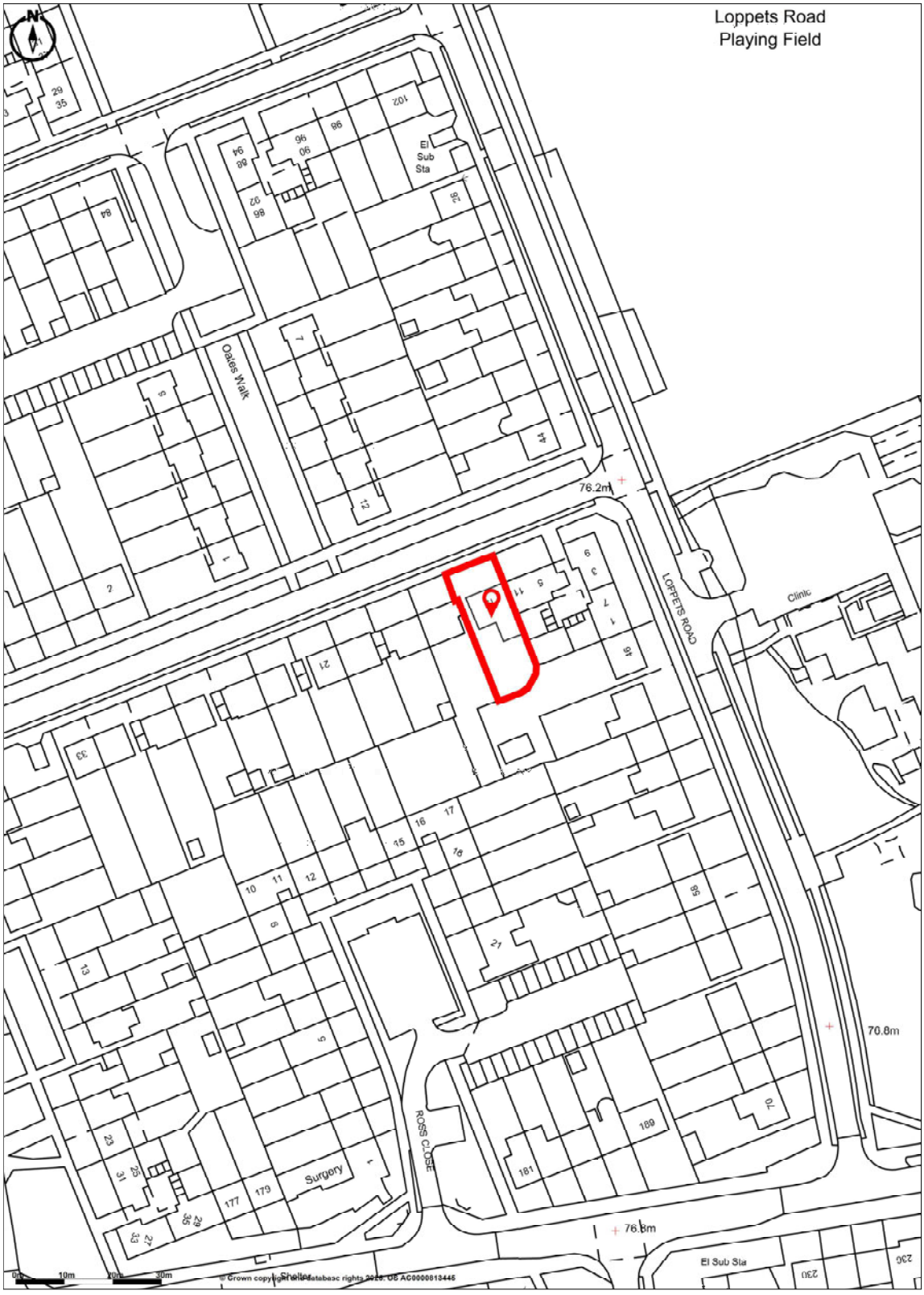
Site Location Plan
13 Scott Road, Crawley, RH10 5DA



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Plotted Scale - 1:1250. Paper Size - A4

motion

Appendix G

13 Scott Road: Management and Maintenance Plan

13 Scott Road, Crawley, RH10 5DA

Management and Maintenance Plan
Offsetting Measures

motion

Document Control Sheet

13 Scott Road, Crawley, RH10 5DA

This document has been issued and amended as follows:

Date	Issue	Prepared by	Approved by
16th April 2025	FINAL	Laura Jagiela	Neil Jaques

Motion
232 High Street
Guildford
Surrey
GU1 3JF
T 01483 531300
F 01483 531333
E info@motion-uk.co.uk
W www.motion-uk.co.uk

Contents

1.0 Introduction 1
2.0 Maintenance Categories 2
3.0 The Offsetting Measures 3
4.0 General Maintenance Principles 4
5.0 Inspection and Maintenance Frequency of Measures 5

Appendices

A Site Location Plan

1.0 Introduction

1.1 This report sets out the principles for the long-term management and maintenance of the offsetting measures installed at 13 Scott Road, Crawley, RH10 5DA. A location plan can be seen in **Appendix A**.

1.2 The purpose of this document is to ensure that the offsetting measures have a robust inspection and maintenance plan going forwards. This will ensure the optimum operation of the measures and that they will be continually maintained. This will ensure the property keeps providing water savings within the Sussex North Water Supply Zone (SNWSZ) area.

1.3 All those responsible for maintenance should follow relevant health and safety legislation for all activities listed within this report (including lone working, if relevant).

1.4 This document has been produced by Motion to describe the management and maintenance tasks that are known at the design stage (such as maintenance frequencies and typical tasks).

1.5 Maintenance is considered as a construction activity under the CDM Regulations 2015. Under the CDM Regulations, it is a requirement that a competent person be appointed to carry out a required role. CDM defines a competent person as an individual with sufficient knowledge of the specific tasks to be undertaken, as well as sufficient experience and ability to carry out their duties in relation to the task in a way that secures health and safety on site.

1.6 In recognition of the requirements of the CDM Regulations 2015, this management and maintenance plan expects that the maintenance work will be carried out by a competent person who must have prior knowledge of the water saving measures onsite.

2.0 Maintenance Categories

2.1 There are three categories of maintenance activities referred to in this report. These are:

Initial maintenance

- Initial maintenance consists of checks upon installation of measures

Regular maintenance (including inspections and monitoring)

- Regular maintenance consists of basic tasks done on a frequent and predictable schedule.

Remedial maintenance

- Remedial maintenance comprises of intermittent tasks that may be required to rectify faults associated with the offsetting measures that have been identified through visual inspections. The likelihood of faults can be minimised by correct installation, regular inspection and timely maintenance.

3.0 The Offsetting Measures

3.1 The proposed offsetting measures can be made up of a number of measures. These include:

- Flow restricting valves on wash hand basin
- Flow restricting valves on showers
- Lowering of the bath overflow

3.2 All measures should be installed in accordance with the manufacturer's instructions.

3.3 Manufacturer's instructions are to be added to this document once specific products have been selected and installed. This document will subsequently form the basis for a maintenance regime for the offsetting measures.

4.0 General Maintenance Principles

4.1 All measures require regular maintenance to keep them working at optimum efficiency. The maintenance of the measures should be carried out alongside other regular maintenance tasks within the property.

4.2 Timely and adequate maintenance will increase the lifespan of the measures. Inadequate maintenance will do the reverse.

4.3 The landowner/property owner are responsible for the monitoring and maintenance of the measures for the lifetime of the property.

5.0 Inspection and Maintenance Frequency of Measures

5.1 Table 5.1 below lists each of the measures used within the development. It suggests an indicative maintenance frequency for each component and ascribes typical maintenance tasks to them.

5.2 It is the responsibility of property owner to ensure that all necessary maintenance activities are carried out in a timely manner and that the design performance of each component is preserved.

5.3 If there is any uncertainty regarding the correct and safe methods of cleaning, or what equipment should be used, the manufacturer should be consulted.

Maintenance Schedule	Required Action	Frequency
Initial Maintenance	Calibration of flow rate of valves	Upon installation
	Check measures perform correctly	Upon Installation
Regular Maintenance	Inspection of the measures for wear or erosion	One year after installation
	Check measures perform correctly	One year after installation
	Inspection of the measures for wear or erosion	Every three years thereafter
	Check measures perform correctly	Every three years thereafter
Remedial Actions	Replacement or repair of measures following damage	As required

Table 5.1 – Maintenance tasks and frequencies

5.4 Upon completion of maintenance activities, a record should be kept of the work carried out. This should be retained and an annual maintenance report should be compiled, which should include the following:

- Observations resulting from inspections;
- Maintenance and operation activities undertaken during the year; and
- Recommendations for inspections and maintenance programmes for the following year.

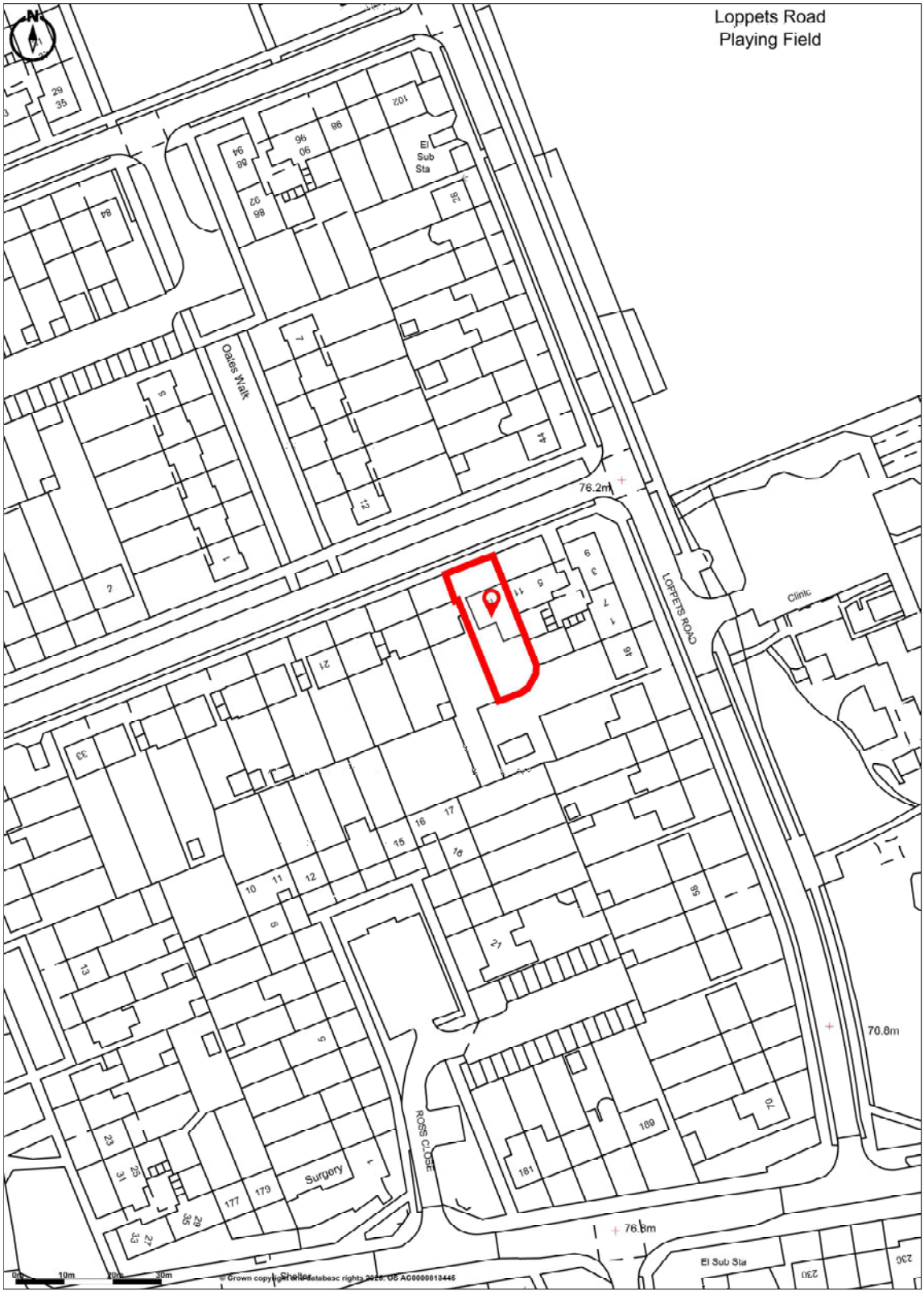
5.5 On the next page is a table with suggested information that should be recorded and included with the maintenance plan. As mentioned in the introduction to this document, this should be a living document and regularly updated, as required and should be kept for the lifetime of the development.

Date	Component requiring maintenance	Issues prompting maintenance	Scheduled maintenance (Y/N)	Maintenance carried out	Additional works required (Y/N). If yes, please detail	Next scheduled date of inspection and maintenance

Appendix A

Site Location Plan

Site Location Plan
13 Scott Road, Crawley, RH10 5DA



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Plotted Scale - 1:1250. Paper Size - A4

motion

PARAGON FINANCE PLC POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given on 30th April 2024 by **PARAGON FINANCE PLC** (registered in England and Wales as company number **01917566**) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ ("**Paragon Finance**"). This Power of Attorney is in substitution for and to the exclusion of the existing Power of Attorney dated 8 June 2016.

SEVERALLY IN FAVOUR OF:

Christopher Berwick, Ian Bond, Victoria Butler, Benn Chatt, Michael Hamilton, Jennie Smith, Neil Smith, George Stacey and Robert Wright (each an "**Attorney**")

WHEREAS

Each Attorney is employed by Paragon Finance and provides administrative and other services in relation to various mortgages loans ("Mortgages"), secured on residential properties within the United Kingdom, and originated or owed by Paragon Finance and the companies listed at Appendix A and referred to collectively hereafter as "**the Companies**".

NOW THIS DEED WITNESSES

1. Paragon Finance hereby appoints the Attorney(s) from time to time to be its true and lawful attorney(s) for and in the Companies' name with effect on and from the date hereof to do any acts, matters or things which the Attorney(s) considers in each case necessary or desirable for the protection, enjoyment and preservation of the Companies' interests in and rights to the Mortgages including (without limitation) any or all of the following:

   (A) to exercise the rights, powers and discretions of the Companies under the mortgage loans secured by the mortgages ("Mortgage Loans");

   (B) to exercise all the powers exercisable by the Companies by reason of it remaining for the time being the registered or recorded proprietor at HM Land Registry or the Registers of Scotland of any of the Mortgages;

   (C) to demand, sue for and receive all moneys due or payable under the Mortgage Loans;

   (D) upon payment of such moneys or of any part thereof to give good receipts and discharges for the same and to execute such receipts, releases, discharges, re-assignments, surrenders, instruments and deeds as may be requisite or advisable;

   (E) to discharge any of the Mortgage Loans or any of them and to execute and complete such deeds and documents as may be requisite or advisable in order to discharge the relevant property or properties from the Mortgages or any of them;

   (F) to release any of the security given for any Mortgage Loan from time to time secured by a Mortgage (including (without limitation) any deed of postponement, charge, insurance contract (insofar as it relates to that Mortgage Loan) together with any interest or costs without first obtaining the Companies consent.

2. Paragon Finance hereby agrees at all times hereafter to ratify and confirm any act, matter or deed whatsoever the Attorney(s) or its substitute will lawfully do or cause to be done by virtue of these presents.

3. This Power of Attorney will expire on 31 December 2025

4. These presents will be governed by English Law.

IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written.

EXECUTED AND DELIVERED AS A DEED by PARAGON FINANCE PLC acting by:

[redacted]

Signature of Director

RICHARD WOODMAN

Name of Director

in the presence of:

[redacted]

Signature of witness

CAROLYN SHARPE

Name of witness

51 HOMER ROAD

Address of witness

SOLIHULL, B91 3QJ

DEPUTY COMPANY SECRETARY

Occupation of witness

APPENDIX A

The "Companies" referred to in the Power of Attorney made 30th April 2024 are: -

• PARAGON FINANCE PLC	01917566
• PARAGON BANK PLC	05390593
• IDEM CAPITAL SECURITIES LIMITED	07350538
• MORTGAGE TRUST LIMITED	02048895
• PARAGON MORTGAGES (2010) LIMITED	06595834
• PARAGON MORTGAGES LIMITED	02337854

PARAGON BANK PLC POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given on 30th April 2024 by **PARAGON BANK PLC** (registered in England and Wales as company number **05390593**) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Bank**"). This Power of Attorney is in substitution for and to the exclusion of the existing Power of Attorney dated 21 February 2018.

IN FAVOUR OF:

PARAGON FINANCE PLC (registered number **01917566**) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Attorney**")

WHEREAS

The Attorney provides administrative and other services in relation to various mortgages loans ("Mortgages"), originated or owed by the Bank and secured on residential properties within the United Kingdom.

NOW THIS DEED WITNESSES

1. The Bank hereby appoints the Attorney from time to time to be its true and lawful attorney for and in the Bank's name with effect on and from the date hereof to do any acts, matters or things which the Attorney considers in each case necessary or desirable for the protection, enjoyment and preservation of the Bank's interests in and rights to the Mortgages including (without limitation) any or all of the following:

   (A) to exercise the rights, powers and discretions of the Bank under the mortgage loans secured by the mortgages ("Mortgage Loans");

   (B) to exercise all the powers exercisable by the Bank by reason of it remaining for the time being the registered or recorded proprietor at HM Land Registry or the Registers of Scotland of any of the Mortgages;

   (C) to demand, sue for and receive all moneys due or payable under the Mortgage Loans;

   (D) upon payment of such moneys or of any part thereof to give good receipts and discharges for the same and to execute such receipts, releases, discharges, re-assignments, surrenders, instruments and deeds as may be requisite or advisable;

   (E) to discharge any of the Mortgage Loans or any of them and to execute and complete such deeds and documents as may be requisite or advisable in order to discharge the relevant property or properties from the Mortgages or any of them;

   (F) to release any of the security given for any Mortgage Loan from time to time secured by a Mortgage (including (without limitation) any deed of postponement, charge, insurance contract (insofar as it relates to that Mortgage Loan) together with any interest or costs without first obtaining the Bank's consent.

2. The Attorney will have the power from time to time to substitute and appoint severally one or more attorney or attorneys who will have power to act on behalf of the Bank (whether concurrently with or independently of the Attorney) as if that substitute shall have been originally appointed Attorney by this Deed and/or to revoke any such appointment at any time and without the Attorney having any liability for the acts of any such substitute.

3. The Bank hereby agrees at all times hereafter to ratify and confirm any act, matter or deed whatsoever the Attorney will lawfully do or cause to be done by virtue of these presents.

4. This Power of Attorney will expire on 31 December 2025

5. These presents will be governed by English Law.

IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written.

EXECUTED AND
DELIVERED AS A DEED by
PARAGON BANK PLC
acting by:

[redacted] Signature of Director

RICHARD WOODMAN Name of Director

in the presence of:

[redacted] Signature of witness

CAROLYN SHARPE Name of witness

51 HOMER ROAD Address of witness

SOLIHULL, B91 3QJ

DEPUTY COMPANY SECRETARY Occupation of witness

PARAGON MORTGAGES (2010) LIMITED POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given on 30th April 2024 by **PARAGON MORTGAGES (2010) LIMITED** (registered in England and Wales as company number **6595834**) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Company**"). This Power of Attorney is in substitution for and to the exclusion of the existing Power of Attorney dated 10 May 2016.

IN FAVOUR OF:

PARAGON FINANCE PLC (registered number **01917566**) whose registered office is at 51 Homer Road, Solihull, West Midlands B91 3QJ (the "**Attorney**").

WHEREAS

The Attorney provides administrative and other services in relation to various mortgages loans ("Mortgages"), originated or owed by the Company and secured on residential properties within the United Kingdom.

NOW THIS DEED WITNESSES

1. The Company hereby appoints the Attorney from time to time to be its true and lawful attorney(s) for and in the Company's name with effect on and from the date hereof to do any acts, matters or things which the Attorney considers in each case necessary or desirable for the protection, enjoyment and preservation of the Company's interests in and rights to the Mortgages including (without limitation) any or all of the following:

   (A) to exercise the rights, powers and discretions of the Company under the mortgage loans secured by the mortgages ("Mortgage Loans");

   (B) to exercise all the powers exercisable by the Company by reason of it remaining for the time being the registered or recorded proprietor at HM Land Registry or the Registers of Scotland of any of the Mortgages;

   (C) to demand, sue for and receive all moneys due or payable under the Mortgage Loans;

   (D) upon payment of such moneys or of any part thereof to give good receipts and discharges for the same and to execute such receipts, releases, discharges, re-assignments, surrenders, instruments and deeds as may be requisite or advisable;

   (E) to discharge any of the Mortgage Loans or any of them and to execute and complete such deeds and documents as may be requisite or advisable in order to discharge the relevant property or properties from the Mortgages or any of them;

   (F) to release any of the security given for any Mortgage Loan from time to time secured by a Mortgage (including (without limitation) any deed of postponement, charge, insurance contract (insofar as it relates to that Mortgage Loan) together with any interest or costs without first obtaining the Company's consent.

2. The Attorney will have the power from time to time to substitute and appoint severally one or more attorney or attorneys who will have power to act on behalf of the Bank (whether concurrently with or independently of the Attorney) as if that substitute shall have been originally appointed Attorney by this Deed and/or to revoke any such appointment at any time and without the Attorney having any liability for the acts of any such substitute.

3. The Company hereby agrees at all times hereafter to ratify and confirm any act, matter or deed whatsoever the Attorney will lawfully do or cause to be done by virtue of these presents.

4. This Power of Attorney will expire on 31 December 2025

5. These presents will be governed by English Law.

IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written.

EXECUTED AND)
DELIVERED AS A DEED by)
PARAGON MORTGAGES (2010) LIMITED)
acting by:

[redacted] gnature of Director

RICHARD WOODMAN Name of Director

in the presence of:

[redacted] Signature of witness

CAROLYN SHARPE Name of witness

51 Homer Road Address of witness

SOLIHULL, B91 3QJ

DEPUTY COMPANY SECRETARY Occupation of witness