(1) **DEBORAH ANN LAX**

(2) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Land at Slinfold Stud, Stane Street, Slinfold, West Sussex, RH13 0RE

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

Planning Ref: DC/24/1620
Legal Ref: SW/12423

THIS AGREEMENT is made as a deed and dated 18 May 2026

Between:

(1) **Deborah Ann Lax** of Wrotham House, Knightons Lane, Dunsfold GU8 4AU **("the Owner")**;

(2) **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 Act for the area within which the Application and BNG Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and as such is entitled to enforce the planning obligations contained herein.

1.2 The Owner is the registered proprietor of the Application and BNG Site with title absolute of land registered at HM Land Registry under title number WSX424288.

1.3 The Application was received on 16 October 2024 and validated by the Council on 7 November 2024 and it is minded to grant planning permission subject to satisfactory completion of this Agreement.

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

1.5 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:

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
"Act"	the Town and Country Planning Act 1990 (as amended);
"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement the Highway works, including without limitation entering into a minor works agreement under section 278 of the Highways Act 1980, and if necessary, section 38 of the Highways Act 1980, with WSCC;
"Application"	the planning application for: "construction of new equestrian facilities comprising a stable building, outdoor riding arena, horse walker and car parking area. Use of existing agricultural barn for associated equine use. Use of land for the keeping and grazing of horses. Alterations to existing vehicle access from A29" ascribed reference number DC/24/1620 by the Council.
"Application and BNG Site"	land at Slinfold Stud, Stane Street, Slinfold West Sussex RH13 0RE, to which the Application relates, and which will accommodate the Development including Development's biodiversity net gain requirements which is shown for identification purposes on the Application and BNG Site Plan.
"Application and BNG Site Plan"	the plan entitled Location & Block Plan Drawing No FE01 Rev D dated May 24 and comprising Schedule 1 of this Agreement, which showing the location of the Application and BNG Site edged in red.
"BCIS Index"	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as WSCC may specify.
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG.
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act.
"BNG Monitoring Contribution"	the sum of **£4,176.87 (four thousand one hundred and seventy six pounds and eighty seven pence)** to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owner to the Council pursuant to Schedule 2 of this Agreement.

"Biodiversity Gain Plan"	the plan in the form (or substantially in the form) published by DEFRA attached at Schedule 4 of this Agreement, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with Schedule 2 of this Agreement.
"Breach Notice"	a notice which may be served by the Council on the Owner pursuant to paragraph 3 of Schedule 3 of this Agreement setting out: a) details of the alleged non-compliance with the HMMP (**"the Breach"**; and b) details of the measures to be taken to remediate the Breach; and c) the timescales within which the measures to remediate the Breach are to be carried out, following the 20 (twenty) Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 4 of Schedule 2.
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council under paragraph 2.6 of Schedule 2.
"Commencement Date"	the date on which Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Proposed Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the 2015 Order, 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;
"**Completion Date**"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owner to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.4 of Schedule 2.
"DEFRA"	the Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions.
"Development	the development of the Application and BNG Site pursuant to the Planning Permission.
"First Occupation"	the first time any part of the Development is Occupied.
"Habitat Creation and Enhancement Works"	the habitat creation and/ or enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).
"Habitat Management and Monitoring Plan (HMMP)"	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include:

	a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from Practical Completion; and e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the Council for approval in writing in accordance with Schedule 2 of this Agreement.
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.
"Monitoring Report"	the monitoring reports to be issued to the Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development.
"Occupation"	occupation of the Development for any purpose for which the Planning Permission is granted other than occupation for the purposes of construction or fitting out, or occupation for security, marketing or display purposes and "Occupy" and "Occupied" shall be construed accordingly.
"Occupation Date"	the anticipated date on which First Occupation occurs;
"Occupation Notice"	the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3.
"Natural England"	the public body known as Natural England which acts as the government's advisor for the natural environment in England or any successor body appointed to carry out its functions.
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Practical Completion"	in relation to the Development, practically complete save for minor snagging items such that it is reasonably fit for Occupation or use and the words "Practical Completion" and "Practically Complete" shall be construed accordingly.
"Proposed Commencement Date"	the date on which the Developer intends Development to Commence;
"Section 73 Consent"	any 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.
"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 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 hereof, but the provisions of Schedule 2, with the exception of paragraph 1 and its sub-paragraphs regarding payment of Monitoring Contributions, and Schedule 3 shall only take effect upon the date on which Planning Permission is granted.

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 and in Schedule 2 of this Agreement in accordance with the requirements and timescales set out;

6.1.2 The Owner covenants with the Council that the Development and use of the Application and BNG Site shall be in strict accordance with this Agreement.

6.1.3 The Council covenants with the Owner to comply fully with and to perform the obligations contained herein and in Schedule 3 of this Agreement in accordance with the requirements and timescales set out.

7. NOTICES

7.1 The Owner covenants with the Council as follows:

7.1.1 to give the Proposed 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 0900hrs and 1700hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

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

9. MORTGAGEE'S/ CHARGEE'S LIABILITY

9.1 Any future charge or 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 and BNG Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

10. GENERAL

10.1 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 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 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 hereby undertakes that:

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

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

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

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

10.8 The Owner hereby gives consent for the Application and BNG 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 (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;

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 the Application and BNG 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 or such person deriving title has parted with their interest in the Application and BNG Site or part thereof to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

10.15 Any covenant by the Owner 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;

10.17.2 the definitions of the Application, Development, 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; and

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.

10.18 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement or the Planning Permission pursuant to the Application or the planning obligations that relate to the Application, no obligations contained in this Agreement 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.

11. DISPUTE RESOLUTION

11.1 Save for matters of construction (which shall be matters for the Court) should a dispute or difference arise between the Parties or any of them in respect of any matter 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 counsel agreed upon by the Parties but in default

of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

11.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 3 of Schedule 3 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.

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

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in that part of the Application the BNG Site.

12.2 The Owner undertakes 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 and BNG 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 and BNG 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

[redacted] ..... Signature

Name

In the presence of:

W [redacted] ..... Signature

I ALEXANDRA SOMERVILLE-COTTON ..... Print name

T HASCOMBE FARM ..... Address 1

N HORN LANE ..... Address 2

E HENFIELD ..... Address 3

S BN5 9SA ..... Post code

S SPORTSPERSON ..... Occupation

18231 x2

SEALED WITH THE COMMON SEAL of

HORSHAM DISTRICT COUNCIL

in the presence of:

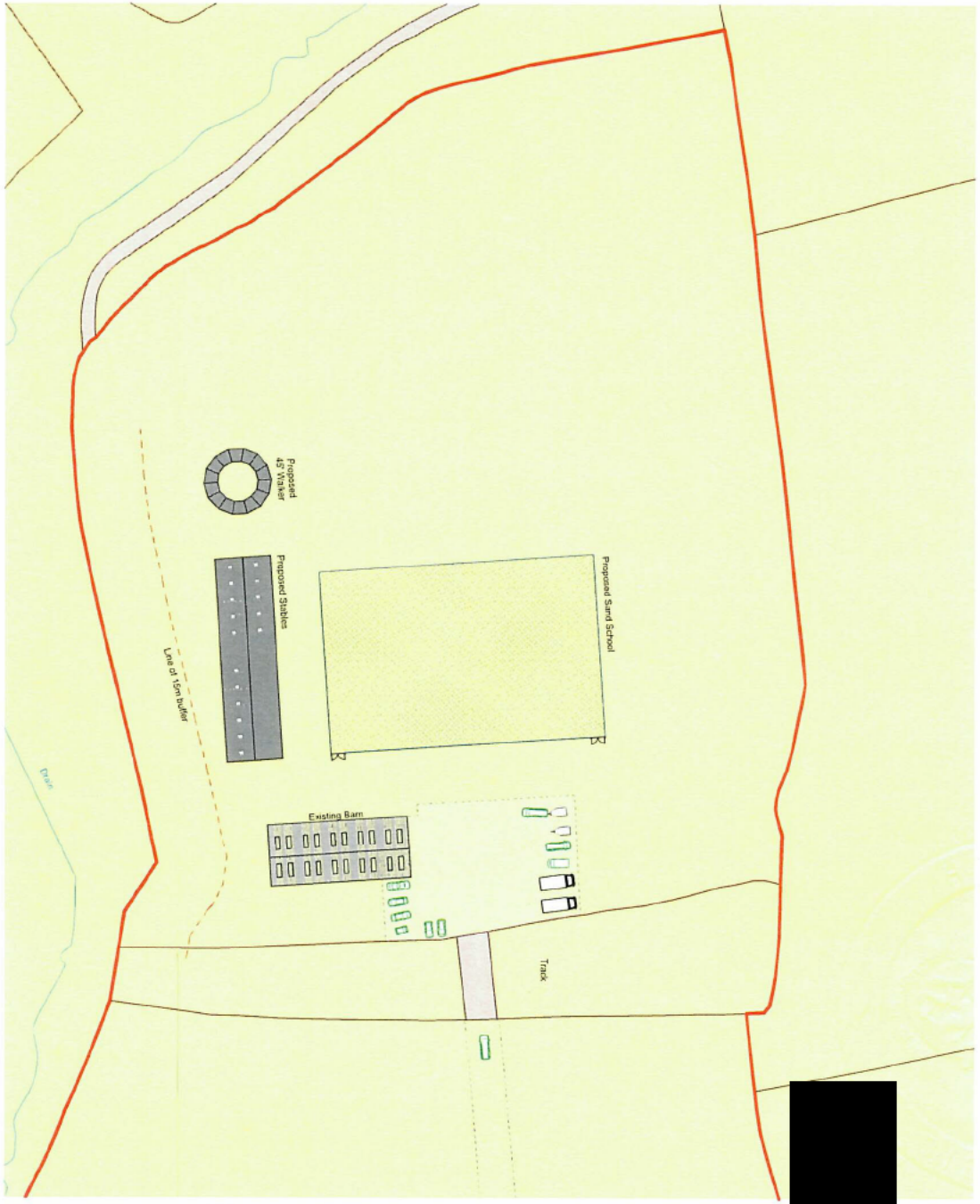
[redacted]

Authorised Officer

Schedule 1

Plans

1. **Application and BNG Site Plan**



[redacted]





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THE CLIENT MUST FAMILIARISE THEMSELVES WITH
- THEIR DUTIES CONCERNING HEALTH & SAFETY UNDER CDM2015 REGULATIONS AND
- THE APPOINTMENT OF PRINCIPAL DESIGNER AND PRINCIPAL CONTRACTOR.

IF YOU NEED ANY FURTHER INFORMATION OR INDEPENDENT ADVICE ON UNDERTAKING YOUR CDM REGULATIONS DUTIES, PLEASE CONTACT THE ASSOCIATION FOR PROJECT SAFETY, 5 NEW MART PLACE, EDINBURGH EH14 1RW TEL: 08456 121 290 EMAIL: [illegible] YOU CAN VISIT THE HSE AND APS WEBSITES FOR MUCH MORE INFORMATION AT: [illegible]

SAFETY HEALTH AND ENVIRONMENTAL INFORMATION
IN ADDITION TO THE HAZARDS AND RISKS NORMALLY ASSOCIATED WITH THE TYPE OF CONSTRUCTION WORK DETAILED ON THIS DRAWING, PLEASE NOTE THE FOLLOWING SIGNIFICANT RISKS AND INFORMATION:

- INDICATES - WARNING
- INDICATES - COMPULSORY INSTRUCTION
- INDICATES - FOR INFORMATION
- INDICATES - PROHIBITIVE INSTRUCTION

FOR INFORMATION RELATING TO END USE, MAINTENANCE, DEMOLITION ETC. - PLEASE REFER TO THE HEALTH & SAFETY FILE.

IT SHOULD BE ASSUMED THAT ALL WORKS ARE TO BE CARRIED OUT BY A COMPETENT CONTRACTOR AND WHERE APPLICABLE TO AN APPROVED METHOD STATEMENT.

Rev.	Amendments	Date	Drw.
D	New layout shown	14/05/24	THR
C	Stables reduced	18/08/22	THR
B	Layout rearranged	18/08/22	THR
A	Boundaries shown	11/05/22	THR

PHILIPS SURVEYORS
BUILDING SURVEYORS, DESIGNERS & CONSULTANTS

PHILIPS SURVEYORS LLP THE OLD COACHHOUSE, 70 LOWER STREET, PULBOROUGH, WEST SUSSEX, RH20 2AA
TEL 01798 873222 FAX 01798 873446
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WWW.PHILIPSCHARTEREDSURVEYORS.CO.UK
RICS

CLIENT:
SFB Equestrian Ltd
Slinfold Stud, Stane Street, Slinfold,
West sussex, RH13 0RE

PROJECT:
New Equine Facilities at
Slinfold Stud, Stane Street, Slinfold,
West Sussex, RH13 0RE

DRAWING TITLE:
Feasibility

Location & Block Plan

DRAWN:	JOB NO:	SCALE @ A1:
THR	2465/22	As Shown
CHECKED: PGA	DRAWING NO. FE01	REV. D
DATE: May 24		

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Schedule 2

The Owner's Covenants to the Council and to WSCC in relation to the Application and BNG Site

With the intention of binding the Application and BNG Site, and for the purpose of allowing the Development to be delivered, the Owner/s covenants with the Council as follows:

1. Monitoring Contributions

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

2. Biodiversity Gain Plan and HMMP

2.1. To submit the Biodiversity Gain Plan and the HMMP to the Council for its approval in writing prior to the Commencement of Development;

2.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the Council;

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

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

2.5. To complete the Habitat Creation and Enhancement Works in accordance with the HMMP before Occupation of the Development;

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

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

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

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

2.9.1. the proposed amended HMMP;

2.9.2. a statement of reasons for such amendment; and

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

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

2.9.3.2. the continued functioning of the Application and BNG Site for BNG or any existing Allocation.

3. Access for Inspection

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

3.1.1. enter onto the part of the Application and BNG Site necessary for monitoring compliance with:

3.1.1.1. the obligations in this Agreement;

3.1.1.2. any Breach Notice; and

3.1.2. pass and repass across any land in the Owner's control necessary for gaining access to the Application and BNG Site in accordance with paragraph 3.1.1,

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

4. Breach Notice and Step-In Rights

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

4.2. Where a Breach Notice is disputed:

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

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

4.2.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 4.2.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

4.3. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid):

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

4.4. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 4.2.3 within the time limits specified in the Expert's determination.

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

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

4.5.2. any other land in the Owner's control necessary to access the Application and BNG Site,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 3 are complied with.

4.6. To pay the Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 4.5 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

4.7. In default of payment of a sum falling due to the Council in whole or in part pursuant to paragraph 4.6 of this Schedule, the Council shall be entitled to recoup its costs from the Owner or its successors in title and may secure the same by registering a charge or restriction on the title of the Application and BNG Site at HM Land Registry.

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

5.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the Application and BNG Site, or any part of it, without first providing a surety, performance bond or similar (to be agreed with the Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule 2 of this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council.

5.2. To consent to the entering of the following restriction on the transferee's title to the Application and BNG Site at HM Land Registry following the registration of the transfer

and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No 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 WSX424288 (or any title created out of that title) or their conveyancer that the provisions of clause 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) Deborah Ann Lax and (2) Horsham District Council dated [ ] ~~October 2025~~ have been complied with".

18 May 2026

Schedule 3

The Council's Covenants

The Council covenants with Owner as follows:

1. Habitat Management and Monitoring Contribution

1.1. To use the BNG Monitoring Contribution for its intended purpose and not for any other purpose.

2. Right of Access

2.1. To give not less than 5 (five) Working Days' notice to the Owner of its intention to access the parts of the Application and BNG Site necessary for the purposes of inspection pursuant to paragraph 3 of Schedule 2 of this Agreement to ascertain the Owner's compliance with its covenants under this Agreement or a Breach Notice.

3. Breach Notice and Step-in Rights

3.1. Where it considers that the Owner is not complying with its obligations under Schedule 2 of this Agreement, and the Council intends to take steps to remedy the Breach, to serve a Breach Notice.

3.2. Where it serves a Breach Notice which is accepted by the Owner (or an Expert determines that the Owner should take any steps within a Breach Notice within a specified time limit), it may notify the Owner of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (at its absolute discretion).

3.3. Where the Owner does not comply with the time limits specified in the Breach Notice or the Expert's determination (or as otherwise agreed), undertake the requirements imposed on the Owner as set out in the Breach Notice or Expert's determination provided that the Council:

3.3.1. provides a minimum of 5 (five) Working Days' notice that it, its agents, and contractors with or without workmen and equipment will enter the Application and BNG Site and/ or land in the Owner's control to access the Application and BNG Site;

3.3.2. complies with the reasonable health and safety requirements of the Owner and/or its appointed contractors;

3.3.3. promptly repairs any damage caused by exercising the step-in rights under this paragraph; and

3.3.4. issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

Schedule 4

DEFRA Biodiversity Gain Plan template

Department
for Environment
Food & Rural Affairs

Biodiversity gain plan

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

When to use this form

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

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

1. Submission details

1.1 Date

For example, 3/11/2023

1.2 Planning application reference number

1.3 Local planning authority (LPA)

1.4 Development site address

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

1.5 Describe the development

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

2. Developer details

2.1 Applicant name

2.2 Company name

2.3 Address

2.4 Email address

2.5 Telephone number

2.6 Declaration

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

2.7 Signature

2.8 Date

3. Responsible person details

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

3.1 Name

3.2 Company name

3.3 Address

3.4 Email address

3.5 Telephone number

3.6 Declaration

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

3.7 Signature

3.8 Date

4. Biodiversity net gain strategy

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

☐ Yes
☐ No

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

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

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

4.4 How will you avoid or minimise impacts to habitats?

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

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

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

☐ Yes
☐ No

4.6 How will you achieve the target net gain percentage?

☐ On-site
☐ Off-site
☐ Both

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

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

☐ Yes
☐ No

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

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

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

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

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

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

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

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

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

4.17 Post-development habitat map or landscape plan

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

4.18 Have you included an approved habitat degradation in the baseline?

If yes, include the relevant consenting body and reference number.

☐ Yes
☐ No

Consenting body

Reference number

5. Irreplaceable habitats

5.1 Does the development impact any irreplaceable habitats?

If yes, tell us if you've submitted an approved compensation plan.

☐ Yes
☐ No

5.2 Have you submitted an approved compensation plan?

☐ Yes
☐ No

6. On-site habitat enhancements

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

6.1 Survey date

For example, 3/11/2023

6.2 Survey constraints

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

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

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

☐ Yes
☐ No

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

7. Off-site habitat enhancements

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

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

7.2 Biodiversity gain site register reference number

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

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.5 Total biodiversity value post-intervention

Enter the number from the headline results in your statutory biodiversity metric calculation.

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

7.6 Total net change in biodiversity units

Enter the number from the headline results in your statutory biodiversity metric calculation.

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

8. Statutory biodiversity credits

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

8.1 Do you need to use statutory biodiversity credits?

☐ Yes
☐ No

8.2 How many statutory biodiversity credits do you need?

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

A1

A2

A3

A4

A5

H

W

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

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

8.4 Proof of purchase

Send proof of purchase and enter the reference number.

9. Trading summary

9.1 Distinctiveness group

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

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

Very high

High

Medium

Low

10. Sharing data (optional)

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

☐ Yes
☐ No