(1) SARAH ELIZABETH LAWRENCE (previously known as SARAH ELIZABETH RIMMINGTON) and EMMA KATE PRESTON and OLIVER JOHN PRESTON

(2) RESIDE HOLDINGS LIMITED

(3) RESIDE DEVELOPMENTS LIMITED

(4) WEST SUSSEX COUNTY COUNCIL

(5) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land lying to the south east of Rushfield House, High Bar Lane, Thakeham, Pulborough, West Sussex RH20 3EH
and
Land on the north side of High Bar Lane, Thakeham, Pulborough, West Sussex RH20 3EH

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

Legal ref: CB/002149
Planning ref: DC/20/2577

THIS AGREEMENT is made as a deed and dated 28 July 2025

Between:

(1) **SARAH ELIZABETH LAWRENCE (previously known as SARAH ELIZABETH RIMMINGTON)** of 75 Netherhall Way, Cambridge CB1 8NU and **EMMA KATE PRESTON** of 40 Tongdean Road, Hove, BN3 6QE and **OLIVER JOHN PRESTON** of 7 Monmouth Avenue, Topsham, Exeter EX3 0AF **("the Owners")**;

(2) **RESIDE HOLDINGS LIMITED** (Co. Regn No. 10268257) whose registered office is at 10 Victoria Road South, Southsea, Hampshire PO25 2DA **("the Developer")**;

(3) **RESIDE DEVELOPMENTS LIMITED** (Company Regn. No. 03425192) whose registered office is at 10 Victoria Road South, Southsea, Hampshire PO5 2DA **("the Registered Option Holder");**

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

(5) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL **("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 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 Owners are the registered proprietors with title possessory of the part of the Application Site forming part of the land registered at HM Land Registry under title number WSX358458, being land lying to the south east of Rushfield House, High Bar Lane, Thakeham, Pulborough (RH20 3EH) and are the registered proprietors with title absolute of the part of the Application Site registered at HM Land Registry under title number WSX358459 being land on the north side of High Bar Lane, Thakeham, Pulborough (RH20 3EH).

1.3 The Registered Option Holder has the benefit of a unilateral notice registered at entries 2 and 3 of the Charges Register of title number WSX358458 in respect of an option agreement dated 14 November 2016 made between the Owners and Reside Developments Limited (the **Option Agreement**). The benefit of the Option Agreement was assigned to the Developer pursuant to a deed of assignment dated 13 September 2022 between the Registered Option Holder and the Developer.

1.4 The County Council is the highway authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.

1.5 The Council received and validated the Application on 22 December 2020 and on 19 November 2024 members of the Council's planning committee recommended the grant of the Planning Permission subject to completion of this Agreement.

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

1.7 The Owners and (where relevant) the Developer are willing to enter into, be bound by the obligations, and be subject to the restrictions in this Agreement on the terms set out herein.

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

related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended).
"All Requisite Requests"	means all statutory and third party permissions, consents, approvals, leases, licences, easements or any other agreements under Section 278 of the Highways Act 1980 and if necessary Section 38 of the Highways Act 1980 or other appropriate statutory permissions required to be obtained by the Owners from relevant stakeholders to enable it to deliver the Highway Works.
"Agreement"	this deed of agreement.
"Air Quality Contribution"	a financial contribution in the sum of **£2,347 (two thousand, three hundred and forty-seven pounds)** Indexed for the delivery of air quality mitigation to be paid to the Council in accordance with Schedule 5 of this Agreement.
"Application"	the application ascribed reference number DC/20/2577 and described as "Demolition of existing buildings and erection of 25 residential dwellings including vehicular access, landscaping, parking and other related works.

"Application Site"	all that land comprising land at Rushfield House and High Bar Lane, Thakeham, Pulborough (RH20 3EH) shown for identification purposes edged red on the Application Site Plan and to which the Application relates AND WHICH FOR THE AVOIDANCE OF DOUBT shall exclude all land outside the red line, and in particular a 0.3m perimeter around all boundaries save for the southern boundary of title number WSX358458.
"Application Site Plan"	the plan of the Application Site entitled "Section 106 – Legal Plan 1" with drawing number 20086-L101-G at Schedule 1 of this Agreement.
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act which is not a Preparatory Operation and **"Commencement" "Commenced"** and **"Commences"** 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 8.1.1 and served in accordance with Clause 8.3.
"Council Monitoring Fee"	fees totalling **£1,200 (one thousand two hundred pounds)** for monitoring obligations in this Agreement to be paid to the Council in accordance with Schedule 5 of this Agreement.
"County Council Monitoring Fee"	means the sum of £2,340 (two thousand three hundred and forty pounds) for the County Council's cost of monitoring the obligations to the County Council under this Agreement;
"Custom Build"	where (an) individual(s) work with the Developer to effect the provision of their own home on the Custom Build/ Self Build Plot.
"Custom Build/ Self Build Marketing Strategy"	the marketing strategy for the Custom Build/ Self Build Plot, the details of which are to be agreed in writing with the Council prior to Commencement of the Development, which: a) may include instructing a local estate agent; and b) unless otherwise agreed in writing with the Council, shall last for a period of not less than 6 (six) months starting once the Planning Permission is issued and, in any event, shall continue for a period of not less than 3 (three) months once the Custom Build/ Self Build Plot has been provided as Fully Serviced, or until it has been sold, whichever is the earlier; and c) shall include terms and conditions for the sale of the Custom Build/ Self Build Plot.
"Custom Build/ Self Build Plot"	the plot on the Development on which the Custom Build/ Self Build Unit is to be constructed.
"Custom Build/ Self Build Unit"	the Dwelling on the Custom Build/ Self Build Plot constructed by either: a) individuals; or b) an association of individuals; or c) persons working with or for individuals or an association of individuals, to be occupied as the main home of that individual or association of individuals.
"Development"	the development of the Application Site pursuant to the Planning Permission.

"Dwelling"	a residential dwelling constructed on the Application Site to form part of the Development.
"Fully Serviced"	where access from the highway is surfaced to adoptable standard, and all utility connections including electricity, gas, mains water and sewerage and high-speed broadband are installed and fully functional.
"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.
"Highway Works"	means the off-site surfacing improvements to traffic calming along High Bar Lane, Thakeham as shown on plan referenced 20-T108-05-A and annexed to this Agreement at Schedule 1 and to be provided in accordance with Schedule 6.
"Indexed"	the quantum by which a financial contribution payable under this Agreement to the Council shall increase, to be calculated by an amount equal to the proportionate increase in the All in Tender Price Index published annually by the Building Costs Information Service of the Royal Institute of Chartered Surveyors from the date of this Agreement and the monthly index figure for the month of the date of that financial contribution becoming due and any contributions owed to the County Council under this Agreement will be Indexed in accordance with Clause 7.
"Interest"	means interest at the rate of 4% above the Bank of England base rate applicable at the Specified Date calculated on a day-to-day basis;
"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 "**First Occupation"** "**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 8.1.2 to be served in accordance with Clause 8.3 of this Agreement.
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Play Area Contribution"	**£1,000 (one thousand pounds**) Indexed for the enhancement of the recreation ground at High Bar Lane, Thakeham, West Sussex, which may include the provision of an equipped play area, to be paid to the Council in accordance with Schedule 5 of this Agreement.
"Preparatory Operation"	means an operation or item of work of or connected with or ancillary to: (a) archaeological investigation; (b) exploratory boreholes and trial pits; (c) survey of existing structures; (d) site clearance (including associated temporary works) and/or site preparation including the removal of trees if applicable; (e) site reclamation and site remediation works;

(f) diversion decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities;

(g) the erection of fences hoardings and scaffolding;

(h) construction of temporary construction access;

(i) site establishment preparatory to the commencement of construction including ecological works and temporary extinguishment; and

(j) closure of public rights affecting the Property and operations permitted by the Town and Country Planning (General Permitted Development) England Order 2015;

"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Self Build"	where (an) individual(s) directly organise the design and construction of their own home on the Custom Build/ Self Build Plot.
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed
"TRO Contribution"	means the sum of £10,205 Indexed payable to the County Council for the promotion and advertisement of a potential traffic regulation order pursuant to the Road Traffic Regulation Act 1984 for the TRO Works and payable in accordance with Schedule 6 of this Agreement.
"TRO Works"	means new lining and signage to enable parking restrictions along the southern side of High Bar Lane opposite the access to the Application Site and within the bell mouth of the access to the Application Site in accordance with Schedule 6.
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in clause 6.1.2 and Schedules 2, 3, 4, 5 (save for paragraphs 1 and 2 of Schedule 5) 6 and 7 shall only take effect upon the Commencement of Development .

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the Council and the County Council to comply fully with and to perform their obligations contained herein, including in Schedules 2, 4, 5 and 6 of this Agreement, in accordance with the requirements and timescales set out;

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

6.1.3 The Council covenants with the Owners and the Developer to offer the Play Area Contribution to Thakeham Parish Council to be used for the purposes set out in this Agreement and:

6.1.3.1 if Thakeham Parish Council agree to accept the Play Area Contribution to pay the Play Area Contribution to Thakeham Parish Council within 30 Working Days of that agreement; or

6.1.3.2 if Thakeham Parish Council refuse to accept the Play Area Contribution to return the Play Area Contribution to the Owners within 30 Working Days of that refusal.

7. INDEXATION

7.1 The Contributions payable to the County Council under this Deed shall be increased by the application of the following formula:

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

Where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index for the quarter preceding the date of this Deed

and Indexation shall be construed accordingly.

8. NOTICES

8.1 The Owners and the Developer covenant with the Council as follows:

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

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

8.2 The Parties to this Agreement agree that if the Owners and/ or the Developer fail to give the notice required by clause 8.1.1 and clause 8.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and/or Occupation Date and shall give notice to the Owners and the Developer of the Council's determination.

8.3 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 Signed For delivery 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.

8.4 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.

8.5 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.

9. COSTS

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

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

10. FUTURE MORTGAGEE LIABILITY

10.1 Any future chargee or mortgagee of the Application Site 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 Owners.

11. GENERAL

11.1 The Parties undertake that:

11.1.1 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;

11.1.2 this Agreement constitutes a deed;

11.1.3 subject to clauses 5.1, 11.15 and 11.16 this Agreement is enforceable by the Council in accordance with section 106 of the Act; and

11.1.4 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.

11.2 It is hereby agreed by the Owners and the Developer that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners and/ or the Developer 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.

11.3 The Owners and the Developer hereby undertake that:

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

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

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

11.4 The Owners and the Developer acknowledge that this Agreement will be registered as a local land charge by the Council.

11.5 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.

11.6 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.

11.7 The obligations in this Agreement (with the exception of clause 9. – Costs) shall cease to have effect (insofar only as any has not already been complied with) if, before the Commencement of Development, the Planning Permission:

11.7.1 expires; or

11.7.2 is varied or revoked other than at the request of the Owners and/ or the Developer; or

11.7.3 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.

11.8 The obligations and covenants in this Agreement (with the exception of clause 9. – Costs) shall cease to have effect (insofar only as they have not already been complied with) in so far only as the relevant Section 73 Consent is concerned if before the Commencement of Development the relevant Section 73 Consent:

11.8.1 expires;

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

11.8.3 is quashed following a successful legal challenge,

11.8.4 but will remain in full force and effect so far as the Planning Permission and any other subsisting Section 73 Consent is concerned.

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

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

11.11 References to the Application Site include any part of it, unless the context so requires.

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

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

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

11.13.2 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.

11.13.3 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:

11.13.4 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

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

11.14 The obligations in this Agreement shall not be enforceable against:

11.14.1 individual lessees or purchasers and their successors in title including their mortgagees or chargees or successors in title to such mortgagees or chargees occupying or entitled to occupy individual Open Market Units within the Development; or

11.14.2 individual lessees or purchasers and their successors in title including their mortgagees or chargees or successors in title to such mortgagees or chargees occupying or entitled to occupy individual Affordable Housing Units within the Development save in relation to the relevant provisions of Schedule 2,

paragraph 2.3 (occupancy restrictions) which shall bind such persons (subject to Schedule 2, paragraph 5.1); or

11.14.3 any statutory undertaker whose apparatus may be situated within the Application Site; or

11.14.4 any Affordable Housing Provider or any chargee or mortgagee of any Affordable Housing Provider in relation to its interest in the Affordable Housing Units save in relation to the relevant provisions of Schedule 2, paragraph 2.3 (occupancy restrictions) which shall bind such persons (subject to Schedule 2, paragraph 5.1); or

11.14.5 any other mortgagees or chargees of the Application Site or successors in title to such mortgagees or charges unless the relevant mortgagee or chargee is in possession of all or the relevant part of the Application Site in which case any such mortgagees or chargees shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owners in respect of the Application Site; or

11.14.6 the Registered Option Holder unless and until such time as it acquires a legal interest in the Application Site pursuant to the Option Agreement.

11.14.7 the Developer unless and until such time as it acquires a legal interest in the Application Site pursuant to the Option Agreement.

12. DISPUTE RESOLUTION

12.1 Should a dispute or difference arise between the Parties concerning anything herein then the provisions of this clause 12 shall apply.

12.2 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.

12.3 Any expert appointed pursuant to clause 12.2 shall:

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

12.3.2 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;

12.3.3 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;

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

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

12.3.6 give full and clear reasons for his decision; and

12.3.7 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.

12.4 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.

13. OWNERSHIP

13.1 The Owners warrant that no person other than the Owners and the Developer has any legal or equitable interest in the Application Site other than as set out in this Agreement.

13.2 SAVE FOR dispositions to individual Occupiers of individual Dwellings the Owners undertake to the Council to give the Council written notice of any change in the ownership of their interest in the Application 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 purchased by reference to a plan.

14. DISCHARGE OF OBLIGATIONS AND CANCELLATION OF ENTRIES

14.1 On the written and reasonable request of the Owners at any time after each or all of the obligations in this Agreement have been performed or otherwise discharged (and subject to the payment of the Council or County Council's reasonable costs) the Council or County Council will issue a written confirmation of such performance or discharge.

14.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Deed shall cease to have effect pursuant to clause 11.7 and clause 11.8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council or County Council will on the written request of the Owners place a note on the local land charges register or cancel all entries made in the local land charges register in respect of this Agreement.

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

SIGNED as a **DEED** by
SARAH ELIZABETH LAWRENCE
(previously known as SARAH ELIZABETH RIMMINGTON)

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I JULIE HOWARD ... Print name
T 1 ROOKERY COTTAGE Address 1
N ABINGTON PIGOTS Address 2
E NR ROYSTON HERTS Address 3
S SG8 8SS ..... Post code
S DUTY MANAGER ... Occupation

SIGNED as a **DEED** by
EMMA KATE PRESTON

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I TIMOTHY STANDING ..... Print name
T 36 TONGDEAN ROAD ..... Address 1
N HOVE ..... Address 2
E ..... Address 3
S BN3 6QE ..... Post code
S Retired chartered Accountant. ..... Occupation

SIGNED as a **DEED** by
OLIVER JOHN PRESTON

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

In the presence of:

W [redacted] ..... Signature
I NATALIE WATKINS ..... Print name
T CROWN INN - ..... Address 1
N PULBOROUGH ROAD ..... Address 2
E COOTHAM. WEST SUSSEX ..... Address 3
S RH20 4ST N - ..... Post code
S DIRECTOR/LANDLADY ..... Occupation

SIGNED as a **DEED** by
RESIDE HOLDINGS LIMITED
By a sole Director signing

[redacted] Signature

In the presence of:

W [redacted] Signature
I LYNN CORBETT Print name
T 3 Tretawn Gardens Address 1
N Selsey Address 2
E Address 3
S PO20 0DW Post code
S Administrator Occupation

SIGNED as a **DEED** by
RESIDE DEVELOPMENTS LIMITED
By a sole Director signing

[redacted] Signature

In the presence of:

W [redacted] Signature
I ELEANOR WHITE Print name
T 18 SHELLEY ROAD Address 1
N HORSHAM Address 2
E Address 3
S RH12 2JH Post code
S SENIOR PLANNING MANAGER Occupation

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

[redacted]

SALLY BATCHELOR

Authorised Officer

33953/4/5/6/7/8/9/2023

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

[redacted]

Authorised Officer

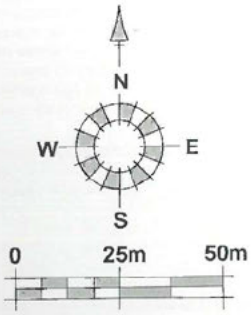


SCHEDULE 1

Plans

1. “Section 106 – Legal Plan 1” with drawing number 20086-L101-G
2. Highway Works plan referenced 20-T108-05-A





[redacted]

[redacted]

33953/4/5/6/7/8/9/2025

[redacted]

REV:	DATE:	REVISIONS:
A	16 June 2025	Red boundary line updated.
B	30 June 2025	Red boundary line thickness reduced.
C	09 July 2025	Red boundary line adjusted.
D	09 July 2025	Blue line added.
E	16 July 2025	Road name added. Tree data removed.
F	16 July 2025	Blue line removed.
G	17 July 2025	Red line adjusted along High Bar Lane.

REV:	DATE:	REVISIONS:

CLIENT	Reside	PROJECT	Rushfield, Thakeham
SCALE	1 : 1250 (A3 ORIGINAL)	DRAWING	Section 106 - Legal Plan 1
DRAWN NCL DATE 17 July 2025	20086	L101	G

OSP
architecture planning masterplanning
Broadmede House, Farnham Business Park,
Weydon Lane, Farnham, Surrey, GU9 8QT.
info@osparchitecture.com www.osparchitecture.com
Tel: 01252 297876

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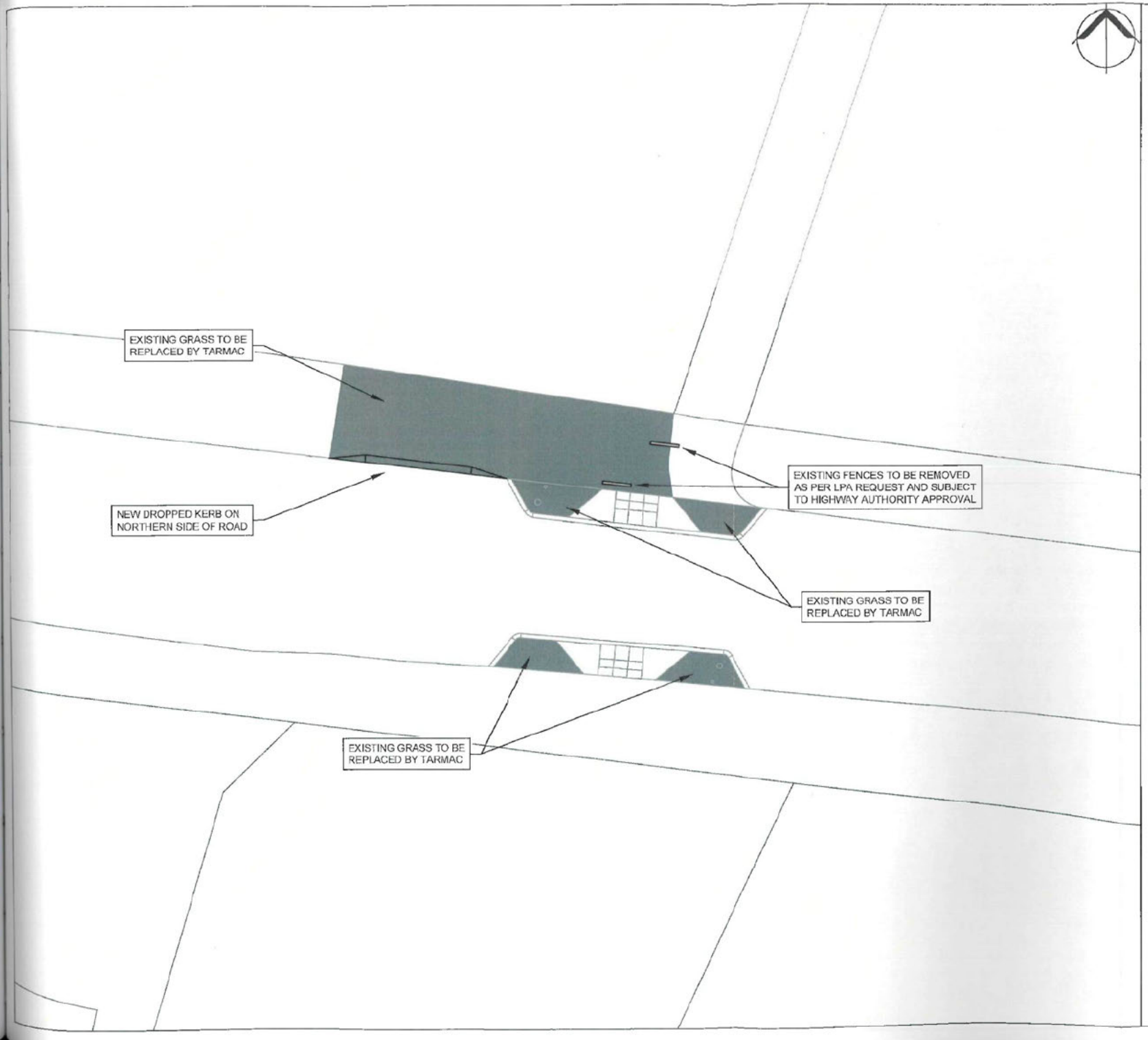

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[redacted]

REV	DATE	AMENDMENTS
A	22.05.2025	TITLE BLOCK AMEN

33458/H/31/7/H/2025

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CLIENT

RESIDE HOLDINGS LIMITED [redacted]

PROJECT

HIGH BAR LANE, THAKEHAM

TITLE

HIGHWAY AMENDMENTS

DRAWN BY	CHECKED BY	APPROVED BY
NM	CB 21/10/2024	CB 21/10/2024

SCALE @ A3	DATE
1:100	21/10/2024

PROJECT NO.	DRAWING NO.	REV.
20-T108	05	A

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SCHEDULE 2

Affordable Housing

1. DEFINITIONS

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

"Affordable Housing"	affordable housing comprising Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined as affordable housing under the National Planning Policy Framework as that definition may be amended from time to time) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant, and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units in line with the Affordable Housing Tenure Mix; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development; **AND** such other matters as the Council may require (acting reasonably).
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR a Registered Provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Affordable Housing Tenure Mix"	a tenure mix of 7 (seven) Rented Units and 3 (three) Shared Ownership Units or such other mix of Affordable Housing Units as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined as affordable housing under the National Planning Policy Framework as that definition may be

	amended from time to time) comprising 40% of the total 25 Housing Units to be provided as part of the Development equating to 10 Affordable Housing Units of which: a) 7 (seven) shall be provided as Rented Units AND b) 3 (three) shall be provided as Shared Ownership Units and which are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
"Affordable Rent"	chargeable rent that is subject to the Homes England's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation method.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"Deed of Nomination Rights"	the Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the Council and the Affordable Housing Provider to provide the Council with nomination rights in respect of the Rented Units for the life of the Development.
"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.
"Head of Housing and Communities"	the Council's Head of Housing and Communities or such other officer as may be lawfully designated by the Council for the purposes of discharging his duties and functions.
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates Registered Providers in England).
"Housing Register and Nominations Policy"	the Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to the Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;

"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Neighbouring Councils"	councils who share the same housing market within the Council's Strategic Housing Market Assessment;
"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words **"Practically Complete"** shall be construed accordingly.
"Registered Provider"	a registered provider as defined by the Housing and Regeneration Act 2008 and/or registered by Homes England and/or a non-profit making body which is registered with Homes England and/or any other body which is authorised by Homes England to own and manage Affordable Housing.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997;
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended);
"Shared Ownership Lease"	a lease which accords with Homes England's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to be made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in Housing Need at a Social Rent and "**Social Rented Unit**" shall be construed as meaning any one of them.

The Owners hereby covenant with the Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing.

2.2 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the Council from time to time.

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

2.4 The Owners further covenant that:

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

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

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

3.1 Prior to Occupation of **6 (six)** of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

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

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

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2, prior to Occupation of **8 (eight)** of the Open Market Units to:

3.2.1 construct and Practically Complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme;

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

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

3.3 Not to Occupy or allow Occupation of more than **5 (five)** of the Open Market Units unless and until the provisions of paragraph 3.1 of this Schedule (including its sub-paragraphs) have been complied with.

3.4 Not to Occupy or allow Occupation of more than **7 (seven)** of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Within any transfer and/ or lease of any/ all of the Affordable Housing Units to the Affordable Housing Provider:

3.5.1 in respect of the Rented Units, to require or procure the execution by the Affordable Housing Provider and delivery to the Council of a Deed of Nomination Rights, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the Council) in the form set out in

Schedule 3 with the Council's costs to be paid by the Affordable Housing Provider;

3.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 3.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

3.7 In the event that no agreement for the transfer the Affordable Housing Land and/ or Affordable Housing Units (as required by paragraph 3.1) has been reached at the expiration period of **6 (six)** months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 3.1 above, to:

3.7.1 serve notice upon the Council confirming that no agreement has been entered into;

3.7.2 submit evidence to the Head of Development and Building Control demonstrating the steps taken and explaining why such an agreement could not be entered into with any Affordable Housing Provider.

3.8 To allow a further period of **3 (three)** months from the date of service of the notice referred to in paragraph 3.7.1 of this Schedule in which EITHER to find an Affordable Housing Provider(s) (as required by paragraph 3.1) with the assistance of the Council AND/ OR to agree an alternative tenure mix by amendment of the Affordable Housing Scheme.

3.9 Unless otherwise agreed by the Council or directed by Homes England any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of a Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing within (in order of priority):

3.9.1 the local authority district of Horsham; then

3.9.2 Neighbouring Councils; then

3.9.3 the County of West Sussex; then

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

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

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

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

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

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

5. EXCLUSIONS

5.1 The obligations in this Schedule shall not be binding upon or enforceable against

5.1.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **"Receiver"**)) of the whole or any part of the Affordable

Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.1.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the obligations in this Schedule which provisions shall determine absolutely.

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

5.1.3 a tenant of an Affordable Rented Unit or Social Rented Housing Unit who has exercised a Right to Buy;

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

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

SCHEDULE 3

Specimen Deed of Nomination Rights

[**AFFORDABLE HOUSING PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

(1) [ ] ("the Affordable Housing Provider"); and

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

1. DEFINITIONS

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

"Affordable Housing"	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and **"Initial Let"** shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous

	period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"Nominee"	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
"S106 Agreement"	the agreement relating to the Application Site and dated [….] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;

"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

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

4. NOMINATION PROCEDURE FOR RENTED UNITS

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

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.

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

Nomination procedures

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

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

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

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

Failure to let

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

Notices

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

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

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

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

4.7.4. accepting an Offer from the Affordable Housing Provider.

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

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

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

4.9. In the event that:

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

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

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

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

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

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

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

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

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

Exempted Voids

4.12. Where the Void is an Exempted Void:

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

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

Rejecting Nominees

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

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

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

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

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

5. NOTICES

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

5.1.1. delivered by hand; or

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

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

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

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

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

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

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

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

7. DISPUTES

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

8. COSTS

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

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

9.2. the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

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

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

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[*To be provided by the Affordable Provider]*

SCHEDULE 4

Custom Build/ Self Build Plot

1. Subject to the Council's approval of a Custom Build/ Self Build Unit pursuant to condition 11 of the Planning Permission and with the intention of binding the Application Site, including the Custom Build/ Self Build Unit the Owners covenant with the Council as follows:

   1.1 Prior to Commencement of Development, to submit to the Council for approval in writing:

      1.1.1 A plan showing the location within the Application Site of the Custom Build/ Self Build Plot.

      1.1.2 Details of the Custom Build/ Self Build Marketing Strategy.

   1.2 Not to Occupy more than **12 (twelve)** of the Open Market Units until the Custom Build/ Self Build Plot is provided as Fully Serviced and is available for purchase.

   1.3 To market the Custom Build/ Self Build Plot in accordance with the agreed Custom Build/ Self Build Marketing Strategy.

   1.4 If, after marketing the Custom Build/ Self Build Plot in accordance with the Custom Build/ Self Build Marketing Strategy, the Owners have been unable to sell the Custom Build/ Self Build Plot, the Owners will be released from their obligation to provide the Custom Build/ Self Build Plot on the Application Site and may instead use the relevant plot for the construction of an Open Market Unit.

SCHEDULE 5

Monitoring Fees and Financial Contributions

With the intention of binding the Application Site the Owners covenant with the Council as follows:

Monitoring Fees

1. To pay the Council Monitoring Fee to the Council on or prior to completion of this Agreement and not to Commence the Development unless and until the Council Monitoring Fee have been paid in full to the Council.
2. To pay the County Council Monitoring Fee to the County Council on or prior to completion of this Agreement and not to Commence the Development unless and until the County Council Monitoring Fees have been paid in full to the County Council.

Air Quality Contribution

3. To pay the Air Quality Contribution in full to the Council on or prior to Occupation of the Development and not to Occupy the Development unless and until the Air Quality Contribution has been paid in full to the Council.

Play Area Contribution

4. To pay the Play Area Contribution in full to the Council on or prior to Occupation of the Development and not to Occupy the Development unless and until the Play Area Contribution has been paid in full to the Council.

SCHEDULE 6

Highway Works Contributions

With the intention of binding the Application Site the Owners covenant with the County Council as follows:

Highway Works

1. To secure All Requisite Consents by submitting an application to the County Council for approval of All Requisite Consents necessary to procure the delivery of the Highway Works, prior to commencement of the Highway Works and, subject to the provisions in Schedule 7, to resubmit an amended application(s) if required.
2. Subject to receiving All Requisite Consents:
   2.1. the Owners shall carry out the Highway Works prior to Occupation of 25% of the Dwellings; and
   2.2. the Owners shall not Occupy or permit Occupation of more than 25% of the Dwellings until the Highway Works have been completed.

TRO Contribution and TRO Works

3. To submit an application for a Traffic Regulation Order for the TRO Works to the County Council prior to First Occupation with a plan showing the extent of the TRO Works.
4. To pay to the TRO Contribution to the County Council prior to First Occupation.
5. Not to cause or allow First Occupation unless an application for a Traffic Regulation Order for the TRO Works has been submitted to the County Council and the TRO Contribution has been paid.
6. If the TRO Contribution is not paid to the County Council on or before the relevant payment date to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Traffic Regulation Order Contribution.
7. The TRO Contribution shall be Indexed.
8. Subject to approval of the application for the Traffic Regulation Order made pursuant to paragraph 3 above to undertake the TRO Works in accordance with the approved Traffic Regulation Order.

SCHEDULE 7

Approval of All Requisite Consents Applications

With the intention of binding the Application Site the County Council covenants with the Owners as follows:

1. Upon receipt of an application for All Requisite Consents to review and reply to the Owners within 28 days with approval of the scheme of works necessary to implement the Highway Works or with suggested amendments to the scheme of works for the Highway Works; and
2. Not to unreasonably refuse or delay any approval of any application for All Requisite Consents.