(1) **VYVYAN ALEXANDER GORDON TREGEAR**

(2) **SOUTH LODGE ESTATE (COWFOLD) LLP**

(3) **VYVYAN ALEXANDER GORDON TREGEAR & SUSAN ALEXANDRA TREGEAR**

(4) **PHILIPPA VIRGINIA GORDON TREGEAR**

(5) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

Section 106 of the Town and Country Planning Act 1990 in respect of
Buildings at Frithknowle Farm, Picts Lane, Cowfold, West Sussex RH13 8AN

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

Legal Ref: DSM/12231
Planning Ref: DC/23/2091

This Agreement is made as a deed and dated 7th August **2025**

Between:

(1) **VYVYAN ALEXANDER GORDON TREGEAR** of Long House, Long House Lane, Cowfold, Horsham RH13 8AR (**"the Owner"**);

(2) **SOUTH LODGE ESTATE (COWFOLD) LLP** (Company Registration Number OC421596) whose registered office address is North Farm House, Long House Lane, Cowfold, West Sussex RH13 8AR (**"the Applicant"**); and

(3) **VYVYAN ALEXANDER GORDON TREGEAR** and **SUSAN ALEXANDRA TREGEAR** of Long House, Long House Lane, Cowfold, Horsham RH13 8AR (**"the First Offsetting Owner"**)

(4) **PHILIPPA VIRGINIA GORDON TREGEAR** of 11 Turret Grove, London SW4 0ES ("the **Second Offsetting Owner**");

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Council is the local planning authority as defined in the 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.

1.2 The Owner is the registered proprietor with Title Absolute of the Application Site (defined in clause 3) referred to as buildings at Frithknowle Farm, Picts Lane, Cowfold, West Sussex RH13 8AN forming part of land registered at HM Land Registry under title number WSX151321 being South Lodge Estate, Lower Beeding, Horsham

1.3 The Applicant is the applicant for the Application Site.

1.4 The First Offsetting Owner is the registered proprietor with Title Absolute of the First Offsetting Site (defined in clause 3) referred to as:

Hooklands Barn	Picts Lane, Cowfold, Horsham, West Sussex RH13 8AW
Taintfield Barn	Picts Lane, Cowfold, Horsham, West Sussex RH13 8AN
19 Violet Cottage	Mill Lane, Lower Beeding, Horsham, West Sussex RH13 6PX
The Cabin	Aglands Farm, Picts Lane, Horsham, West Sussex RH13 8AN

All of which form part of land registered at HM Land Registry under title number WSX158939 being South Lodge Estate, Lower Beeding Horsham

1.5 The Second Offsetting Owner is the registered proprietor with Title Absolute of the Second Offsetting Site referred to as Long House, Long House Lane, Cowfold, Horsham, West Sussex RH13 8AR that is registered at HM Land Registry under title number WSX444341 known as Long House and Stable Cottage at South Lodge, Long House Lane, Cowfold, Horsham RH13 8AR.

1.6 The application for prior approval consent was received and validated by the Council on 17th November 2023 and permitted subject to conditions on 9th January 2024 including obtaining the Regulation 77 Consent.

1.7 On 18th February 2025 the Application for Regulation 77 Consent was submitted to the Council and is to be granted by the Council subject to the completion of this Agreement to secure the planning obligations herein.

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

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

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

1.11 Regulation 75 of the 2017 Regulations requires that any planning permission, granted after 30th September 2017 by virtue of the 2015 Order, that could have a likely significant effect on certain ecologically important sites must not be begun until the developer has received prior approval from the local planning authority under Regulation 77 of the 2017 Regulations.

1.12 The Owner, the Applicant the First Offsetting Owner and the Second Offsetting Owner are willing to enter into and for the Application Site, the First Offsetting Site and the Second Offsetting Site to be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

1.13 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);
"2017 Regulations"	the Conservation of Habitats and Species Regulations 2017;
"Act"	the Town and Country Planning Act 1990 (as amended).
"Application "	the application for prior approval consent for development comprising: "Change of use of an agricultural building with associated operational development from agricultural use to residential use (Class C3) to provide 2No. Dwellings" and ascribed reference number DC/23/2091;
"Application Site"	all that land comprising buildings at Frithknowle Farm, Picts Lane, Cowfold, West Sussex RH13 8AN to which the Application relates, shown for identification purposes edged red on the Application Site Plan;
"Application Site Measures"	the detailed water reduction measures that are to be implemented on the Application Site as set out in the Water Neutrality Statement;
"Application Site Plan"	the plan of the Application Site entitled "Site Location Plan" with drawing number 108_01 dated October 2023 at Schedule 1;
"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 Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and **"Commence Development"** shall be construed accordingly;
"Commencement Date"	the date on which the Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
"Development"	the development of the Application Site pursuant to the Planning Permission and the Regulation 77 Consent;
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or other such officer as may be designated by the Council for the purpose of discharging their duties and functions from time to time.
"Monitoring Fee"	the fee of £400 (four hundred pounds) for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement;
"Occupation"	occupation for any purpose for which Planning Permission has been granted by the Council other than occupation for the purposes of

construction or fitting out or occupation for security, marketing or display and **"Occupy", "Occupied"** and **"Occupation Date"** shall be construed accordingly;

"Occupation Date" the date on which the Development is first Occupied.

"Occupation Notice" the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3;

"First Offsetting Site" All the land comprising the four properties known as:

Hooklands Barn	Picts Lane, Cowfold, Horsham, West Sussex RH13 8AW (numbered 24 on the Offsetting Site Plan)
Taintfield Barn	Picts Lane, Cowfold, Horsham, West Sussex RH13 8AN (numbered 17 on the Offsetting Site Plan)
19 Violet Cottage	Mill Lane, Lower Beeding, Horsham, West Sussex RH13 6PX (numbered 25 on the Offsetting Site Plan)
The Cabin	Aglands Farm, Picts Lane, Horsham, West Sussex RH13 8AN (for identification purposes labelled 'Cabin' and forming part of the land numbered 2 on the Offsetting Site Plan)

which (other than the Cabin) are shown for identification purposes edged red on the Offsetting Site Plan;

"Second Offsetting Site" all the land comprising Long House, Long House Lane, Cowfold, Horsham, West Sussex RH13 8AR shown for identification purposes numbered 23 on the Offsetting Site Plan;

"Offsetting Site Plan" the plans detailing the locations of the First Offsetting Sites and the Second Offsetting Site at Schedule 2;

"Offsetting Measures" the detailed water saving measures to be implemented at the First Offsetting Site and Second Offsetting Site to make the Development Water Neutral in accordance with set out in part 4 of the Water Neutrality Statement;

"Planning Permission" deemed planning permission granted under Schedule 2, Part 3, Class Q of the 2015 Order for which prior approval was granted by the Council for the Application subject to conditions including obtaining the Regulation 77 Consent;

"Position Statement" the statement dated 14th September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;

"Regulation 77 Application" the application made pursuant to Regulation 77 of the 2017 Regulations, for consent to carry out the Development as the requirement for it to be water neutral has been met, ascribed reference number HRA/25/0007;

"Regulation 77 Consent" the consent of the Council pursuant to the Regulation 77 Application permitted subject *inter alia* to completion of this Agreement;

"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;
"SNWSZ"	the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Neutral"	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and **"Water Neutrality"** shall be construed accordingly;
"Water Neutrality Statement"	the statement prepared by Charlotte Catton-Giltiane at Batcheller Monkhouse dated February 2025 on behalf of the Owner in support of the Regulation 77 Application, setting out the Application Site Measures and the Offsetting Site Measures to be undertaken to demonstrate how the Development will be delivered and remain Water Neutral in perpetuity in accordance with the Position Statement, comprising Schedule 3 of this Agreement;
"Water Stressed Areas Classification"	the Environment Agency's report dated 1st July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report;
"Working Day"	Monday to Friday inclusive but excluding any day that is a bank 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 in Schedule 4, with the exception of paragraph 1 and its sub-paragraphs regarding payment of Monitoring Fees, and Schedule 5 shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owner and the Applicant covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedule 4 of this Agreement in relation to the Application Site in accordance with the requirements and timescales set out;

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

6.1.3 The Owner, the Applicant, the First Offsetting Owner and the Second Offsetting Owner covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedule 5 of this Agreement in relation to the First Offsetting Site and the Second Offsetting Site in accordance with the requirements and timescales set out.

7. NOTICES

7.1 The Owner and the Applicant covenant with the Council as follows:

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

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

7.2 The Parties to this Agreement agree that if the Owner and the Applicant fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner and the Applicant 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 0900 and 1700 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

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

9. MORTGAGEE'S LIABILITY

9.1 Any mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Application Site, the First Offsetting Site or the Second Offsetting Site.

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

10. GENERAL

The Parties undertake that:

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

10.2 this Agreement constitutes a deed.

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

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

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

10.6 The Owner and the Applicant hereby undertake that:

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

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

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

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

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

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

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

10.11 The obligations in this Agreement (with the exception of clause 8. (Costs)) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, Planning Permission or the Regulation 77 Consent:

10.11.1 expires;

10.11.2 is varied or revoked other than at the request of the Owners or the Applicant; 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 Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with its interest in the Application Site or part of the Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

10.14 References to the Application Site, the First Offsetting Site and the Second Offsetting Site include any parts of it.

10.15 Any covenant by the Owner, the Applicant, the First Offsetting Owner and the Second Offsetting 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; and

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.

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 and / or Regulation 77 Consent pursuant to the Application or the planning obligations that relate to the Application Site, the First Offsetting Site and the Second Offsetting Site, 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 and / or Regulation 77 Consent (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owner, the Applicant, the First Offsetting Owner and the Second Offsetting Owner and the Council concerning anything herein then the provisions of this clause 11 shall apply.

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

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

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

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

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

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

11.3.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

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

12.2 The First Offsetting Owner and the Second Offsetting Owner warrant that no person other than the First Offsetting Owner and the Second Offsetting Owner have any legal or equitable interest in that part of the First Offsetting Site or the Second Offsetting Site other than as set out in this Agreement.

12.3 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 Site and/or the First Offsetting Site and the Second Offsetting Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site and/or the First Offsetting Site and the Second Offsetting Site purchased by reference to a plan.

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

SIGNED as a **DEED** by
VYVYAN ALEXANDER GORDON TREGEAR

[redacted] ..... Signature

In the presence of:

[redacted] ..... Signature

I SALLY TANNER ..... Print name

T SAYERS COTTAGE ..... Address 1

N FITTLEWORTH ..... Address 2

E WEST SUSSEX ..... Address 3

S RH20 1JB ..... Post code

S FARM ADMINISTRATOR ..... Occupation

EXECUTED as a DEED by
SOUTH LODGE ESTATE (COWFOLD) LLP

acting by a Designated Member

..... [redacted] ..... Signed (Designated Member)

In the presence of:

W ..... [redacted] ..... Signature
I ..... SALLY TANNER ..... Print name
T ..... SAYERS COTTAGE ..... Address 1
N ..... FITTLEWORTH ..... Address 2
E ..... WEST SUSSEX ..... Address 3
S ..... RH20 1JB ..... Post code
S ..... FARM ADMINISTRATOR ..... Occupation

SIGNED as a **DEED** by
SUSAN ALEXANDRA TREGEAR

[redacted] ..... Signature

In the presence of:

W ..... [redacted] ..... Signature
I ..... SALLY TANNER ..... Print name
T ..... Address 1
N ..... Address 2
E ..... AS ABOVE ..... Address 3
S ..... Post code
S ..... Occupation

SIGNED as a **DEED** by
PHILIPPA VIRGINIA GORDON TREGEAR

[redacted] ..... Signature

In the presence of:

[redacted]

W ..... Signature
I ..... SALLY TAYLOR ..... Print name
T ..... SAYERS COTTAGE ..... Address 1
N ..... FITTLEWORTH ..... Address 2
E ..... WEST SUSSEX ..... Address 3
S ..... RH20 1JB ..... Post code
S ..... FARM ADMINISTRATOR ..... Occupation

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

[redacted]

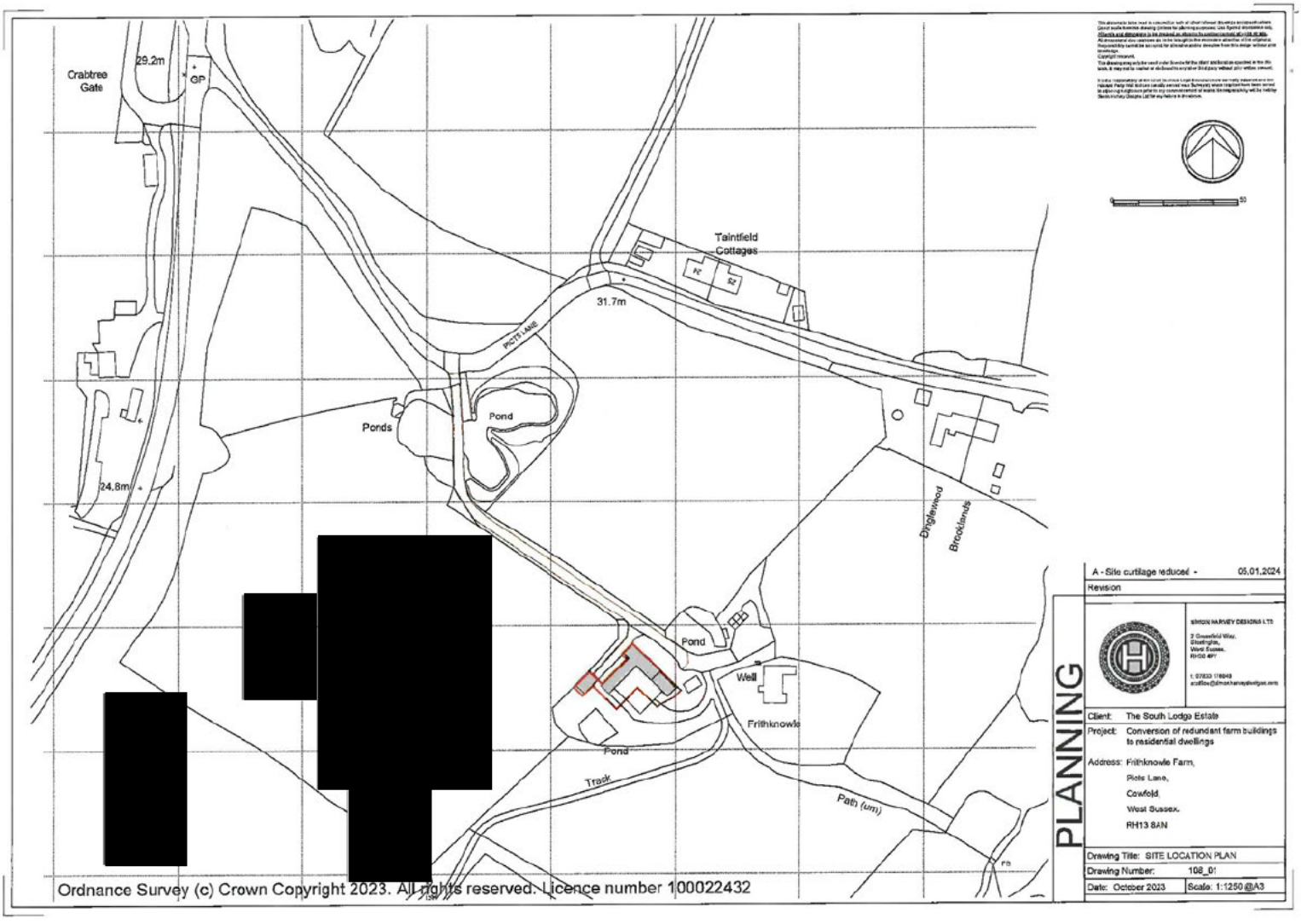
Authorised Officer

18090 x5



Schedule 1

Application Site Plan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GP
Taintfield Cottages
31.7m
PICTS LANE
Ponds
Pond
24.8m
Dinglewood
Brooklands
Pond
Well
Frithknowle
Pond
Track
Path (um)
Ordnance Survey (c) Crown Copyright 2023. All rights reserved. Licence number 100022432
A - Site curtilage reduced - 05.01.2024
Revision
PLANNING
SIMON HARVEY DESIGNS LTD
Client: The South Lodge Estate
Project: Conversion of redundant farm buildings to residential dwellings
Address: Frithknowle Farm,
Picts Lane,
Cowfold,
West Sussex.
RH13 8AN
Drawing Title: SITE LOCATION PLAN
Drawing Number: 108_01
Date: October 2023
Scale: 1:1250 @A3

Schedule 2

Offsetting Site Plan

1. Estate Plan illustrating numbered locations of Offsetting Sites

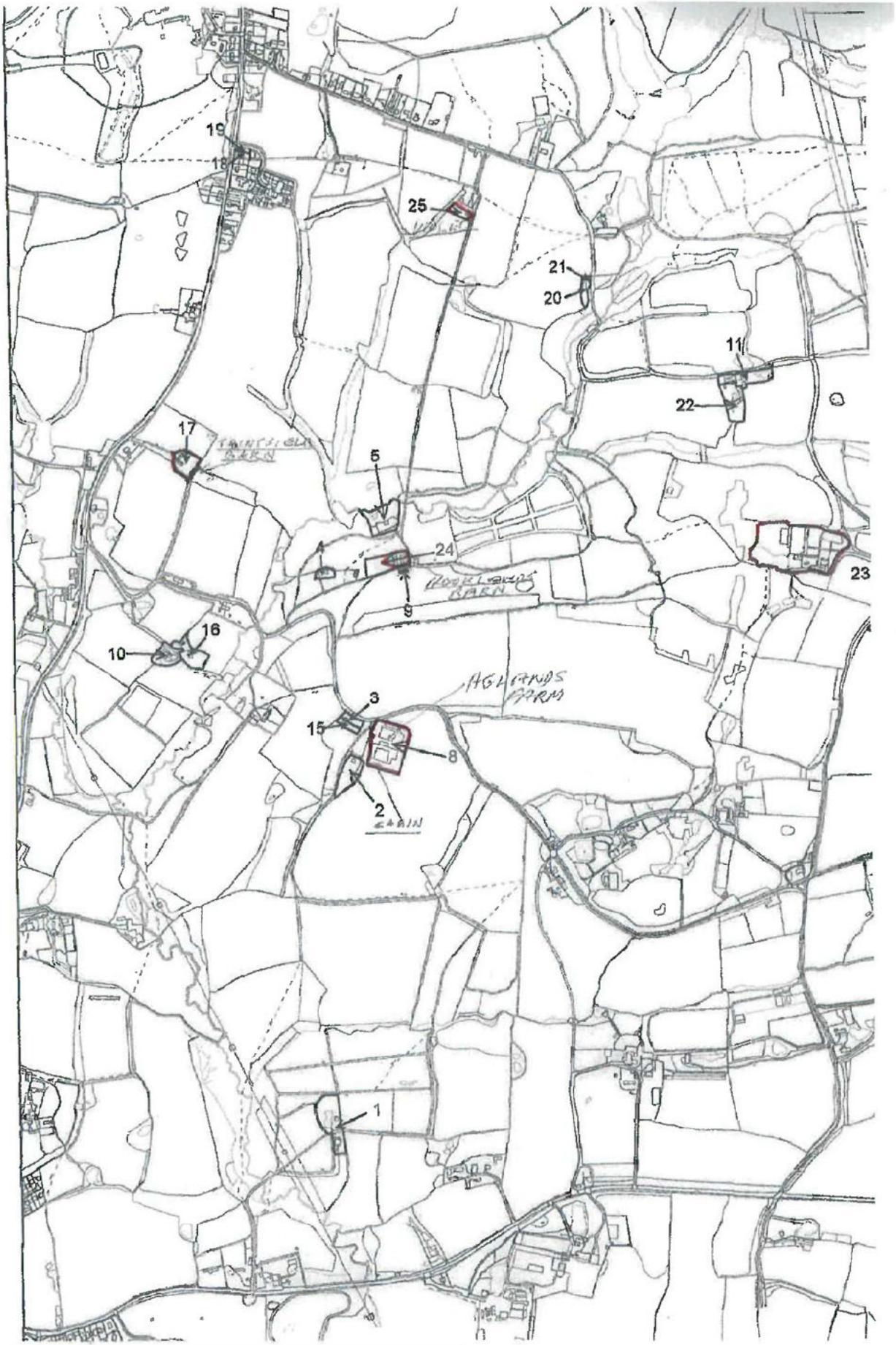
2. Offsetting Site Plans (3 pages) detailing locations of

<u>First Offsetting Sites:</u>

Hooklands Barn	Numbered 24
Taintfield Barn	Numbered 17
19 Violets Cottage	Numbered 25
The Cabin	Numbered 2

<u>Second Offsetting Site:</u>

The Long House	Numbered 23



[redacted]

[redacted]

Appendix C
Offsetting Site Location Plan



Hooklands Barn



[redacted]

[redacted]

[redacted]

[redacted]

Taintfield Barn



19 Violet Cottage



[redacted]

The Cabin



Long House



[redacted]

Schedule 3

Water Neutrality Statement

Dated February 2025

Prepared by Charlotte Catton-Gittinane Assoc RTPI

At Batcheller-Monkhouse

For the Applicant

Batcheller Monkhouse

Water Neutrality Statement

Buildings at Frithknowle Farm
Picts Lane
Cowfold
West Sussex
RH13 8AN

On Behalf of
South Lodge Estate LLP

Prepared by
Charlotte Catton-Giltinane AssocRTPI
[redacted]

February 2025

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Appendix D - Part G Calculations for Offsetting Properties Existing and Proposed

Appendix E - Rainwater Harvesting Tank for Class Q Properties

Appendix F - Flow Restrictors

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1 INTRODUCTION

1.1 This Water Neutrality Statement is submitted in support of an application made under Regulation 77 of the Conservation of Habitats and Species Regulations 2017 (hereafter referred to as an 'HRA application').

1.2 It follows a Class Q prior approval for the conversion of agricultural buildings at Frithknowle Farm to form 2no. 3 bedroom dwellings which was granted on 9th January 2024 under application reference DC/23/2091.

1.3 This application is required following concerns raised by Natural England, through the publication of a Position Statement in September 2021, regarding water extraction within the Sussex North Water Supply Zone. It is stated that it cannot be concluded that the existing abstraction within Sussex North Water Supply Zone is not having an impact on the protected sites within Arun Valley, therefore new developments within this area must not add to this impact. This is demonstrated by achieving water neutrality.

1.4 In response to Natural England's Position Statement, this application seeks to demonstrate that the permitted development is water neutral and can thus be implemented in accordance with the relevant regulations.

1.5 The proposed dwellings will use a combined total of 474.91 litres of water per day across the application site, as evidenced by the water calculations for the proposed dwelling which can be found in Appendix B. This equates to 173,342.15 litres of water per year.

1.6 Offsetting the water usage of the proposed dwellings will be undertaken via rainwater harvesting to serve the WCs of the proposed dwellings as well as water reduction measures across 5 properties detailed within this report which are owned and let out by the applicant. The location of these is shown in Appendix C. The offsetting strategy will further reduce the mains water usage of the proposal by 6,186.75 litres per annum.

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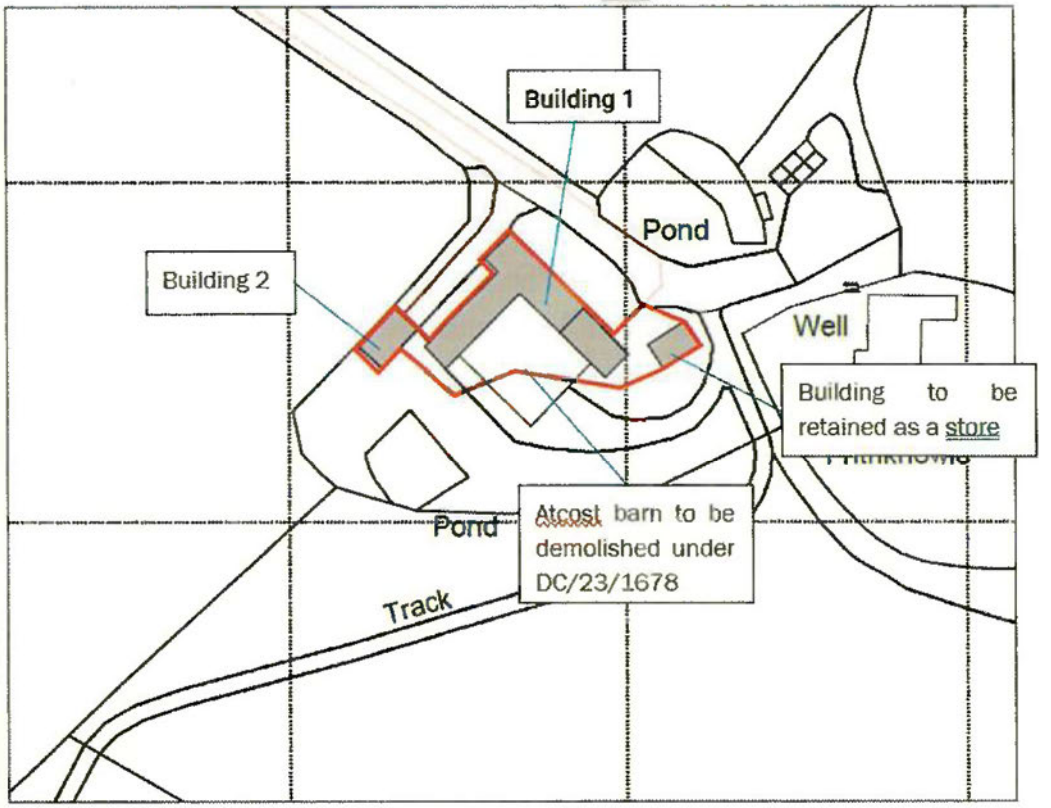
2 BASELINE CALCULATIONS

2.1 The application site contains two agricultural buildings, building 1 extends to 208sqm and building 2 extends to 31sqm. The buildings have no historic water usage that can be evidenced and therefore the baseline water usage of the application site is zero.

Figure 2.1 – Existing Site Plan

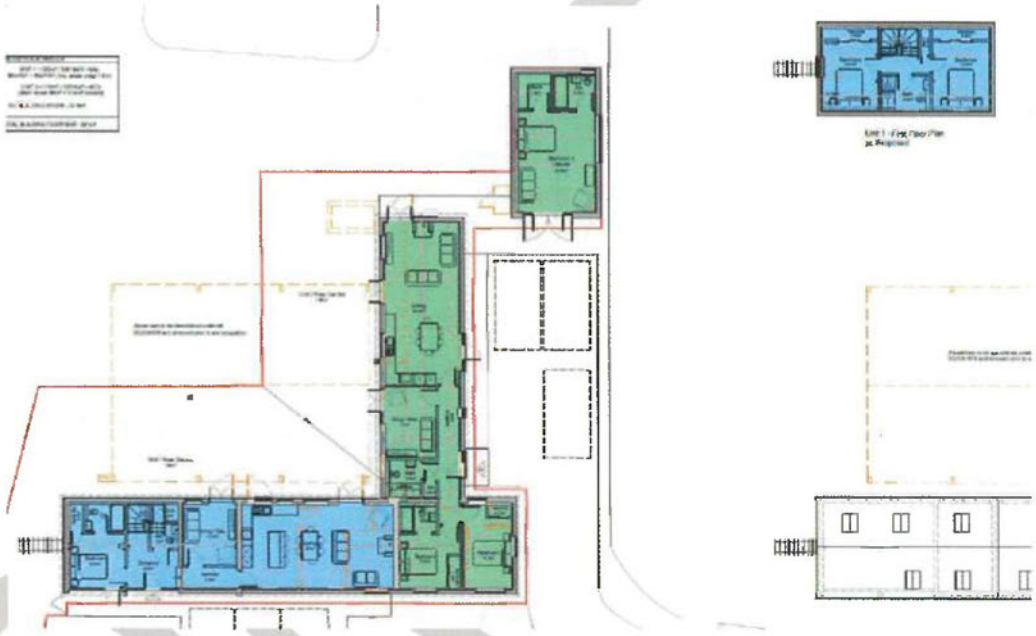


2.2 There are no other extant permissions relevant to this statement other than the aforementioned Class Q approval.

3 PROPOSED DEMAND

3.1 The approved Class Q development comprises the conversion of two agricultural buildings into two 3 bedroom dwellings, due to unit 2 incorporating a snug to err on the side of caution this dwelling has been assumed to be a 4 bedroom dwelling for the purposes of water usage. A copy of the approved floor plan is provided at Appendix A.

Figure 3.1 – Approved Floor Plans



3.2 Using the Horsham District average occupancy rate a three-bedroom dwelling is 2.47 and a four-bedroom dwelling is 2.86. The proposed development is therefore expected to use a combined water usage of 474.91 litres of water per day across the application site. A copy of the water calculations can be found in Appendix B. This figure is based on the following calculation:

Unit 1
2.47 occupancy rate x 1 x 89.1 litres per day = 220.08 litres per day

Unit 2
2.86 occupancy rate x 1 x 89.1 litres per day = 254.83 litres per day

4 OFFSITE MITIGATION

4.1 Existing Water Usage

4.1.1 Due to there being no baseline water usage, offsetting measures will need to be identified to offset the water usage of the proposed dwellings.

4.1.2 The applicants own a number of properties which they let out within the surrounding areas and it is proposed to use five of these for offsetting. The location of these dwellings is shown in Appendix C.

Figure 4.1 – Location Plan of Application and Offsetting Sites



4.1.3 The addresses of the properties identified for offsetting are noted below:

Figure 4.2 – Offsetting Property Details

Property Name	Address
Hooklands Barn	Picts Lane, Cowfold Horsham, West Sussex, RH13 8AW
Taintfield Barn	Picts Lane, Cowfold, Horsham, West Sussex, RH13 8AW

Property Name	Address
19 Violet Cottage	Mill Lane, Lower Beeding, RH13 6PX
The Cabin	Aglands Farm, Picts Lane, RH13 8AN
Long House	Long House Lane, Cowfold, RH13 8AR

4.1.4 As noted on Horsham District Councils Water Neutrality advice note where properties are occupied the actual occupancy rate of the dwelling must be used to calculate the water usage. Therefore, the actual occupancy rates of the offsetting dwellings are as follows:

- Hooklands Barn is a 4 bedroom dwelling with an actual occupancy rate of 4 persons.
- Taintfield Barn is a 4 bedroom dwelling with an actual occupancy rate of 4 persons.
- 19 Violet Cottage is a 3 bedroom dwelling with an actual occupancy rate of 4 persons.
- The Cabin is a 2 bedroom dwelling with an actual occupancy rate of 2 persons.
- Long House is a 10 bedroom dwelling with an actual occupancy rate of 4 persons.

4.1.5 A qualified plumber attended site to verify the existing fixtures and fittings' flow rates and to confirm what these can be reduced to by installing flow restrictors. A summary of the findings is provided in Table 4.3.

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Table 4.3 – Existing Flow Rates of Offsetting Properties

(Please see detailed water calculations attached at Appendix D)

Property/Appliance	QTY	Existing Flow Rate	Proposed Flow Rate
Hooklands Barn			
Main Ensuite Sink	2	22	8
Small Ensuite Sink	2	22	8
Family Bathroom Sink Tap	2	22	8
Kitchen Sink Tap	1	22	8
Kitchen Sink Tap	1	14	8
Ensuite Sink Tap	2	22	8
Cloakroom Sink	2	22	8
Taintfield Barn			
Utility Sink	1	16	6
Utility Sink	1	9	6
Utility Basin	1	6	6
Utility Basin	1	4	6
Kitchen Sink	1	10	6
Kitchen Sink	1	6	6

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Property/Appliance	QTY	Existing Flow Rate	Proposed Flow Rate
Bathroom Basin	1	14	6
Bathroom Basin	1	8	6
Shower Room Basin	1	18	8
Shower Room Basin	1	7	6
Shower Room Bidet	1	18	8
Shower Room Bidet	1	4	6
Bathroom 2 Basin Tap	1	16	6
Bathroom 2 Basin Tap	1	10	6
19 Violet Cottage			
Kitchen Sink Tap	1	18	8
Kitchen Sink Tap	1	18	6
Bathroom Sink Tap	2	18	8
The Cabin			
Kitchen Sink Tap	1	14	8
Kitchen Sink Tap	1	9	8
Bathroom Sink Tap	1	14	6

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Property/Appliance	QTY	Existing Flow Rate	Proposed Flow Rate
Bathroom Sink Tap	1	10	6
Cloakroom Sink Tap	1	22	6
Cloakroom Sink Tap	1	9	6
Long House			
Kitchen Sink Tap	1	13	8
Kitchen Sink Tap	1	12	8
Kitchen Sink Tap 2	1	14	8
Kitchen Sink Tap 2	1	10	8
Drinks Tap	1	20	8
Drinks Tap	1	4	4
Library WC Sink	1	20	8
Library WC Sink	1	15	8
Utility Sink 1	2	22	8
Utility Sink 2	2	22	8
Main Bathroom Sink	2	22	8
Toilet Sink	1	22	8

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Property/Appliance	QTY	Existing Flow Rate	Proposed Flow Rate
Outside WC Sink	1	11	6
Little Room Sink	1	11	8
Little Room Sink	1	5	8
Jolly Room Sink	1	19	8
Jolly Room Sink	1	17	8
Blue Room Sink	1	22	8
Blue Room Sink	1	15	8
Fish Room Sink	1	4	4
Fish Room Sink	1	8	5
Flower Room Sink	1	4	4
Flower Room Sink	1	11	5
Blue Extra Sink	2	8	8
North Room Sink	1	22	8
North Room Sink	1	6	6
Bee Room Sink	1	22	8
Bee Room Sink	1	7	7

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Property/Appliance	QTY	Existing Flow Rate	Proposed Flow Rate
Dorm Room Sink	1	10	5
View Room Sink	1	5	5
View Room Sink	1	6	6

4.1.6 Total water usage per person of the existing fixtures and fittings and the proposed water usage post flow restrictors per dwelling is outlined below in Figure 4.4.

Figure 4.4 – Water Usage Per Person Based on Flow Rates (Existing and Proposed)

Property Name	Existing Flow Rates of Fittings (litres per person)	Proposed Flow Rate of Fittings (litres per person)
Hooklands Barn	102.6	78.4
Taintfield Barn	60.9	51.0
19 Violet Cottage	79.5	65.1
The Cabin	95.7	80.8
Long House	157.89	102.0

4.1.7 Using the existing flows rates and the actual occupancy rate of each property equates to a combined existing water usage of 1,715.46 litres per day.

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Figure 4.5 – Existing Water Usage Based on Actual Occupancy

Property	Existing Water Usage Per Person Per Day	Actual Occupancy Rate	Total Existing Water Usage
Hooklands Barn	102.6	4	410.40
Taintfield Barn	60.9	4	243.60
19 Violet Cottage	79.5	3	238.5
The Cabin	95.7	2	191.40
Long House	157.89	4	631.56
Total			1,715.46

4.2 Proposed Offsetting Measures

4.2.1 In order to offset the water consumption of the two dwellings (474.91 litres per day), it is proposed to fit water saving measures to the existing fixtures and fittings on the properties detailed within figure 4.2. The locations of which are shown in Appendix C.

4.2.2 The proposed water saving fittings are flow limiters which will be fitted to the kitchen taps and hand basins across the 5 properties to reduce water flow. A summary of the reductions can be found in table 4.4 along with water calculations for each property in Appendix D.

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Figure 4.6 – Proposed Water Usage Based on Actual Occupancy

Property	Proposed Water Usage Per Person Per Day	Actual Occupancy Rate	Total Proposed Water Usage
Hooklands Barn	78.4	4	313.60
Taintfield Barn	51.0	4	204.0
19 Violet Cottage	65.1	3	195.30
The Cabin	80.8	2	161.60
Long House	102.0	4	408.0
Total			1,282.50

4.2.3 As shown in Figure 4.5 total water usage per day across the offsetting site totals 1,715.46 litres per day and will be reduced to 1,282.50 litres per day post flow restrictors being installed. This therefore provides a water saving of 432.96 litres per day and which can be used towards offsetting.

Existing Water Usage 1,715.46 litres per day – Proposed Water Usage 1,282.50 litres per day = 432.96 litres per day water saving

4.2.4 As the proposed dwelling will use a combined water usage of 474.91 litres per day further offsetting is therefore required to deem the proposal water neutral.

4.3 Rainwater Harvesting Systems

4.3.1 It is proposed to use rainwater harvesting to serve the WCs on each proposed dwelling in order to provide further offsetting.

Rainwater Harvesting on Proposed Dwellings

4.3.2 The roof plan area of unit 1 measures approximately 80 sqm and the unit 2 measures approximately 88 sqm.

4.3.3 The application site is located within the Arun at Alfoldean Catchment area and details of the average rainfall within this area for the last 5 years has been recorded as 888.01 mm per annum.

Figure 4.7 - Rainfall data for Arun at Alfoldean Catchment Area

	Average Rainfall (mm)						
	July 2019 - June 2020	July 2020 - June 2021	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	July 2024 - June 2025	Average
July	124.26	42.14	93.38	4.14	65.63	35.49	60.84
August	51.28	29.70	95.88	38.14	52.12	12.64	46.63
Sept	54.02	58.96	54.42	97.50	48.50	139.95	75.56
Oct	10.74	28.46	61.52	93.82	170.07	82.76	74.56
Nov	123.86	178.60	151.64	218.58	124.90	83.77	146.89
Dec	116.32	63.88	43.18	107.58	123.84	53.07	84.65
Jan	143.68	128.84	82.40	101.73	84.47		108.22
Feb	80.50	103.22	30.88	6.24	139.72		72.11
March	142.18	50.22	59.08	130.67	97.90		96.01
April	55.02	33.42	41.13	88.58	84.49		60.53
May	44.48	5.22	20.04	42.83	32.82		29.08
June	5.32	91.78	40.53	26.25	0.79		32.93
TOTALS	951.66	814.44	774.07	956.06	1025.25	407.70	888.01

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

Unit 1

888.01mm x 80 sqm = 71,040.80 litres per annum

Unit 2

888.01mm x 88 sqm = 78,144.88 litres per annum

4.3.5 Unit 1 requires 9,962.13 litres per annum to be captured to serve the WCs so this is readily possible or 27.29 litres per day.

11.05 (WCs) x 2.47 occupants = 27.29 litres per day

27.29 litres per day x 365 = 9,962.13 litres per annum

4.3.6 Unit 2 requires 11,535.10 litres per annum to be captured to serve the WC's so this is also readily possible or 31.60 litres per day.

11.05 (WCs) x 2.86 occupants = 31.60 litres per day

31.60 litres per day x 365 = 11,535.09 litres per annum

4.3.7 By installing rainwater harvesting to serve the WCs on Units 1 & 2 will provide a further mains water saving per annum of 21,497.22 litres or 58.90 litres per day and will be used towards offsetting.

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9,962.13 litres per annum (unit 1) + 11,535.09 litres per annum (unit 2) = 21,497.22 litres per annum

21,497.22 litres per annum / 365 days = 58.90 litres per day

5.2.8 1 x 1200 litre tanks per dwelling will be required to provide adequate storage to cover a 35 day drought period details of which can be found in Appendx E.

5.2.11 By installing flow restrictors to the 5 offsetting properties as well as undertaking rainwater harvesting on both the existing and proposed properties to serve the WCs will provide both water neutrality and a further water saving of 6,212.30 litres per annum. A summary of the offsetting proposal is details below:

Detail	Litres Per Annum
Proposed Mains Water Usage of Proposed Dwellings	173, 342.15
Mains Water Saving by Flow Restrictors Installed at Offsetting Properties	158,030.40
Mains Water Saving by Rainwater Harvesting Installed on New Dwellings	21, 498.50
Total Mains Water Saving Post Offsetting	**-6,186.75**

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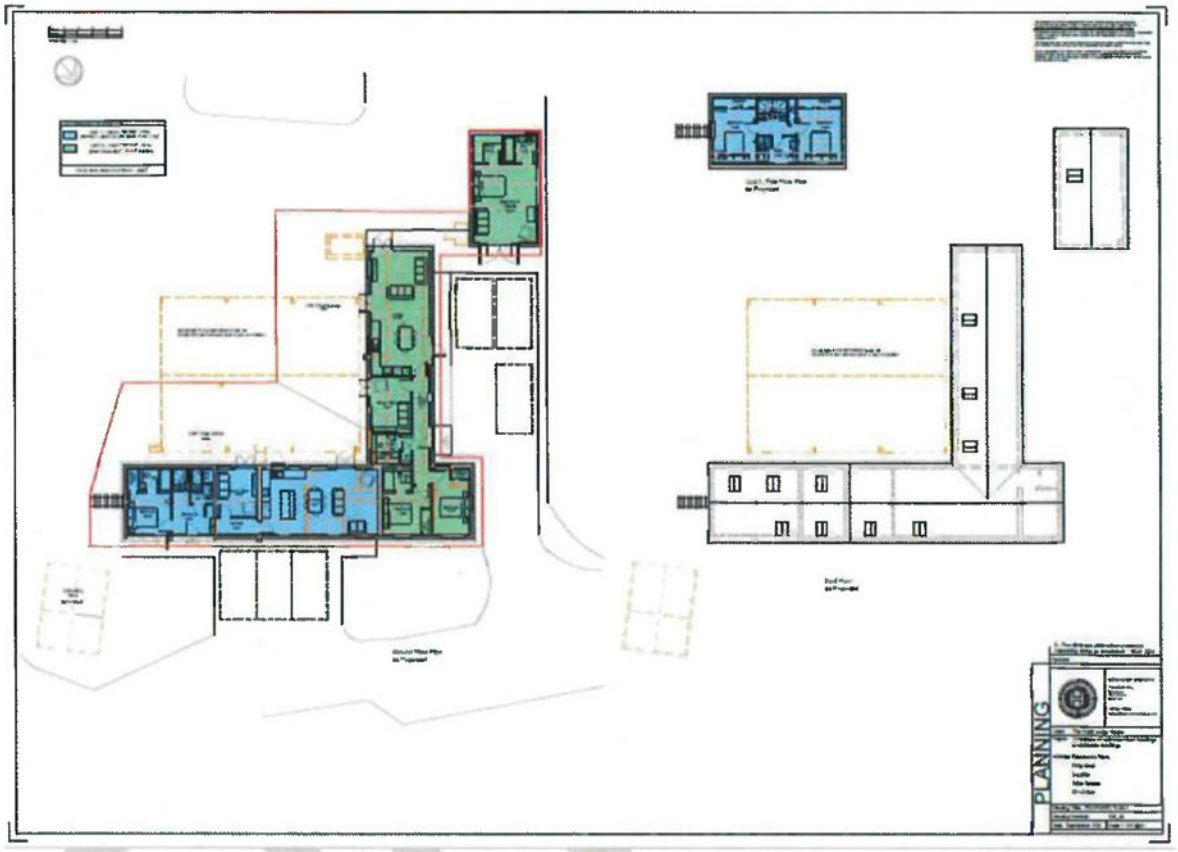
Appendix A

Approved plans



Appendix B

Water Calculator for New Dwelling (Class Q)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4,42	0,00	0
WC (dual flush)	Full flush Volume (litres)	2,5	1,46	0,00	3,65
	Part flush Volume (litres)	2,5	2,96	0,00	7,40
WC (multiple fittings)	Average effective flushing Volume (litres)		4,42	0,00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	5,00	1,58	1,58	9,48
Bath (where shower also present)	Capacity to overflow(litres)	100,00	0,11	0,00	11,00
Shower (where bath also present)	Flow Rate(litres / minute)	6,00	4,37	0,00	26,22
Bath Only	Capacity to overflow(litres)		0,90	0,00	0
Shower Only	Flow Rate (litres/minute)		5,60	0,00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	6,00	0,44	10,36	13,00
Washing Machine	(Litres/kg dry load)	8,17	2,1	0,00	17,16
Dishwasher	(Litres/place setting)	1,25	3,6	0,00	4,50
Waste disposal unit	(Litres/use)	☐ Present	3,08	0,00	0
Water Softener	(Litres/person/day)		1,00	0,00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			92,41
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0,91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			84,09
	(10)	External water use			5,0
	(11)	Total water consumption (Building Regulation 17,K) =(9)+(10) litres/person/day			89,1

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (dual flush)	Model TBC - Max Litres Identified	11,05
Taps	Model TBC - Max Litres Identified	9,48
Baths (shower(s) present)	Model TBC - Max Litres Identified	11,00
Showers (bath(s) present)	Model TBC - Max Litres Identified	26,22
Kitchen Taps	Model TBC - Max Litres Identified	13,00
Washing Machines		17,16
Dishwasher		4,50

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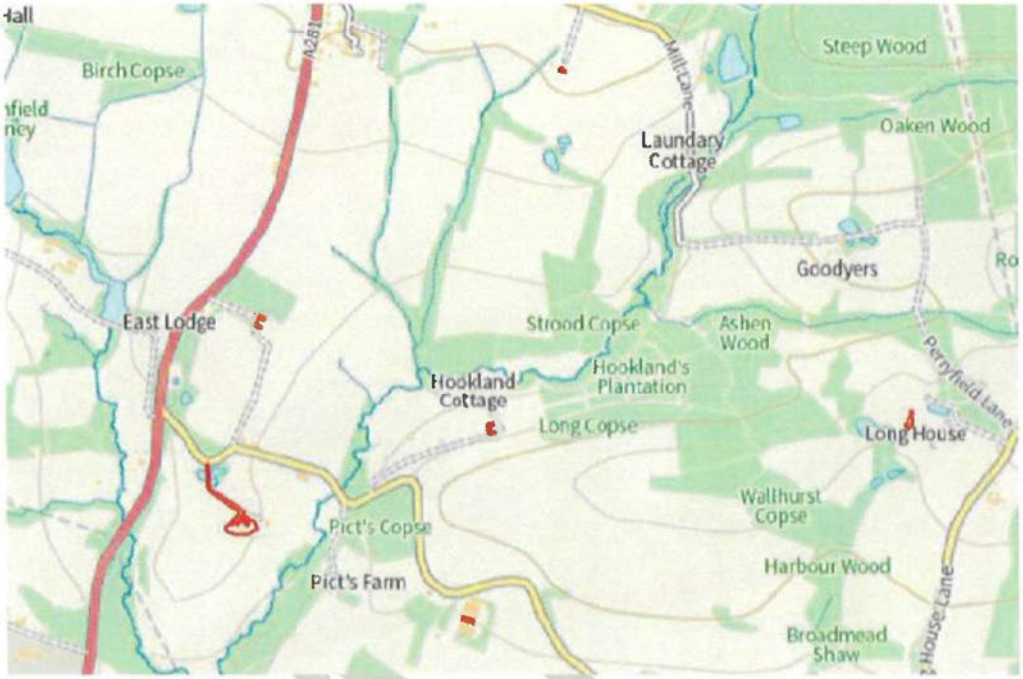
Appendix C
Offsetting Site Location Plan



Hooklands Barn



Taintfield Barn



19 Violet Cottage



The Cabin



Long House



Appendix D
Offsetting Water Calculations

Hooklands Barn (Exisiting)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)	7.00	4.42	0.00	30.94
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	22.00	1.58	1.58	36.34
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	18.00	0.44	10.36	18.28
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			107.22
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			97.57
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			102.6

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	30.94
Taps	Make/Model required	35.29
Washing Machines		17.157
Dishwasher		4.5

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Hooklands Barn (Proposed)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)	7.00	4.42	0.00	30.94
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	8.00	1.58	1.58	14.22
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	8.00	0.44	10.36	13.88
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			80.70
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			73.43
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			78.4

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	30.94
Taps	Make/Model required	35.29
Washing Machines		17.157
Dishwasher		4.5

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Taintfield Barn (Existing)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	12.60	1.58	1.58	21.49
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	18.00	0.44	10.36	18.28
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			61.43
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			55.90
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			60.9

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	30.94
Taps	Make/Model required	35.29
Washing Machines		17.157
Dishwasher		4.5

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Taintfield Barn (Proposed)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	5.71	1.58	1.58	10.61
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	18.00	0.44	10.36	18.28
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			50.55
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			46.00
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			51.0

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	30.94
Taps	Make/Model required	35.29
Washing Machines		17.157
Dishwasher		4.5

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19 Violet Cottage (Existing)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)	7.00	4.42	0.00	30.94
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	17.50	1.58	1.58	29.23
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)		0.44	10.36	0
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			81.83
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			74.46
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			79.5

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (single flush)	Make/Model required	30.94
Taps	Make/Model required	29.23
Washing Machines		17.157
Dishwasher		4.5

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System Requirements

19 Voilet Cottage (Proposed)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)	7.00	4.42	0.00	30.94
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	7.50	1.58	1.58	13.43
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)		0.44	10.36	0
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			66.03
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			60.08
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			65.1

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (single flush)	Make/Model required	30.94
Taps	Make/Model required	29.23
Washing Machines		17.157
Dishwasher		4.5

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Terms and Conditions
System Requirements

The Cabin (Existing)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)	8.31	4.42	0.00	36.73
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	15.40	1.58	1.58	25.91
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	11.50	0.44	10.36	15.42
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			99.72
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			90.74
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			95.7

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	36.73
Taps	Make/Model required	25.91
Kitchen Taps	Make/Model required	15.42
Washing Machines		17.157
Dishwasher		4.5

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Terms and Conditions
System Requirements

The Cabin (Proposed)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)	8.31	4.42	0.00	36.73
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	6.00	1.58	1.58	11.06
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.60	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	8.00	0.44	10.36	13.88
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			83.33
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			75.83
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			80.8

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (multiple fittings)	Make/Model required	36.73
Taps	Make/Model required	25.91
Kitchen Taps	Make/Model required	15.42
Washing Machines		17.157
Dishwasher		4.5

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the water calculator

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

South Lodge Estate Long House Existing

Bad news

You have exceeded your maximum consumption of potable water: 125 litres / person / day.

Total potable water consumption as per your calculation: 157.89 litres / person / day.

Total inc. external water use (17.K Compliance Building Regs Part G): 162.89 litres / person / day.

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

Calculation summary

Installation Type	μ Value	× Usage	+ Fixed	= Total
Single Flush Toilets	0	4.42	0	72.93
Dual Flush Toilets	16.5			
Washrooms Taps	15.4	1.58	1.58	25.91
Baths Only	100	0.11	0	11
Showers Only	5.6	4.37	0	24.47
Kitchen/Utility Taps	16.29	0.44	10.36	17.53
Washing Machine	8.17	2.1	0	17.16
Dishwasher	1.25	3.6	0	4.5
Waste Disposal	☐	3.08	0	0
Water Softener	☐	1	0	0
Grey Water Contribution	0	1	0	0
Rain Water Contribution	0	1	0	0
Total litres / person / day, including a normalisation factor of 0.91:				157.89

the water calculator

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

South Lodge Estate Long House Proposed

Congratulations

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

Total potable water consumption as per your calculation: 102 litres / person / day.

Total inc. external water use (17.K Compliance Building Regs Part G): 107 litres / person / day.

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

Calculation summary

Installation Type	μ Value	× Usage	+ Fixed	= Total
Single Flush Toilets	0	4.42	0	28.73
Dual Flush Toilets	6.5			
Washrooms Taps	6.91	1.58	1.58	12.5
Baths Only	100	0.11	0	11
Showers Only	5.6	4.37	0	24.47
Kitchen/Utility Taps	7.67	0.44	10.36	13.73
Washing Machine	8.17	2.1	0	17.16
Dishwasher	1.25	3.6	0	4.5
Waste Disposal	☐	3.08	0	0
Water Softener	☐	1	0	0
Grey Water Contribution	0	1	0	0
Rain Water Contribution	0	1	0	0
Total litres / person / day, including a normalisation factor of 0.91:				102

Appendix E
Rainwater Harvesting Tank

HOME | RAINWATER HARVESTING | WATER STORAGE TANKS | CHEMICAL, INDUSTRIAL & BESPOKE TANKS | ACCESSORIES & PARTS | RESOURCES | INDUSTRIES

Home » Tanks » Rainwater Harvesting Tanks » Rainwater Harvesting Types of Tanks » 1250 Litre Rainwater Harvesting Tank

1,250 Litre Rainwater Harvesting Tank

SKU: 172165-RH

[redacted]

£210.00 exc. VAT



Roll over image to zoom in

1,250 Litre Rainwater Harvesting Tank Specification

- Supplied as standard with a 110" Outlet 177695 (other options available)
- Lid: 450 mm
- Dimensions (mm): 1200 dia x 1260 h
- Colours: Available in black, boat blue or dark green colour
- 100% rust proof
- UK manufactured
- 10 Year guarantee

Does your project need to meet Fuel Category 5 regulations?
Please note: Tank sizes quoted are subject to a +/- 5% variation.

Colour: **Choose An Option**

Choose An Option

Quantity: 1

ADD TO BASKET | ADD TO QUOTE BASKET

Category: Rainwater Harvesting Types of Tanks

HOME | RAINWATER HARVESTING | WATER STORAGE TANKS | CHEMICAL, INDUSTRIAL & BESPOKE TANKS | ACCESSORIES & PARTS | RESOURCES | INDUSTRIES

1,250 Litre Rainwater Harvesting Tank for Domestic & Commercial Systems

Indurama's 1,250 Litre Rainwater Tank is constructed from the MDPE polythene which is UV stabilised. This rain harvesting tank is a one piece, seamless, rotationally moulded tank that guarantees strength, impact resistance and durability and many years of use.

This round rainwater tank is designed to provide rainwater/grey water storage for a rainwater harvesting system allowing rainwater to be harvested, conserved and recycled at your convenience. These rain water tanks can be used in many domestic and commercial applications where mains water is not available.

Uses for the 1,250 Litre Rainwater Harvesting Tank

- Landscape watering for parks and recreational purposes
- Horticultural and Market Garden applications
- Cost-effective watering systems for groundskeepers and sporting stadia
- Toilet flushing in industrial, commercial, hospital or school environments
- Equine and agricultural establishments
- Irrigation and/or wash-down facilities
- Rainwater, being non-chlorinated, is better for plants and gardens
- Civil engineering applications where mains water is unavailable
- Agricultural tank and farm sprayer tank
- Crop sprayer tank
- Rainwater storage tanks for aquariums and sea life centres

Appendix F

Flow Restrictions List of Examples

ECO RANGE

Accessories
Flow Regulators



Product Code	Colour	Use	Dimension	Limited To (lpm)	Fitted To
ECO TAP1	Pink	Flow Regulator	ø15mm	1	Tap Tail/Shower Inlet
ECO TAP2	Olive	Flow Regulator	ø15mm	2	Tap Tail/Shower Inlet
ECO TAP3	Brown	Flow Regulator	ø15mm	3	Tap Tail/Shower Inlet
ECO TAP4	Grey	Flow Regulator	ø15mm	4	Tap Tail/Shower Inlet
ECO TAP5	Yellow	Flow Regulator	ø15mm	5	Tap Tail/Shower Inlet
ECO TAP6	Black	Flow Regulator	ø15mm	6	Tap Tail/Shower Inlet
ECO TAP7	Green	Flow Regulator	ø15mm	7	Tap Tail/Shower Inlet
ECO BA33.5	Blue	Aerator	M24	3.5	Tap Spout
ECO FBA33.5	Blue	Aerator	M22 Female	3.5	Tap Spout
ECO BA34.5	Pink	Aerator	M24	4.5	Tap Spout
ECO BA36	Black	Aerator	M24	6	Tap Spout
ECO SPBA5 1.8	Lime Green	Spray Regulator	M24	1.8	Tap Spout
ECO SPBA33.5	Dark Blue	Spray Regulator	M24	3.5	Tap Spout
ECO SHW 04	Grey	Flow Regulator	G 1/2"	4	Shower Outlet
ECO SHW 05	Yellow	Flow Regulator	G 1/2"	5	Shower Outlet
ECO SHW 06	Black	Flow Regulator	G 1/2"	6	Shower Outlet
ECO SHW 07	Green	Flow Regulator	G 1/2"	7	Shower Outlet
ECO SHW 08	White	Flow Regulator	G 1/2"	8	Shower Outlet
ECO SHW 10	Blue	Flow Regulator	G 1/2"	10	Shower Outlet
ECO SHW 14	Pink	Flow Regulator	G 1/2"	14	Shower Outlet

Features:

- All flow limiters accurate by +/-10%
- Flow rates shown in litres per minute
- All relevant products, unless otherwise stated will work on a minimum pressure of 0.2bar
- For TMV2 approved products fitted on a combi boiler system, it is recommended that flow regulators are fitted inside both shower inlet connections

Product Certifications:

Also available from the ECO Range is:

TECHNICAL DATA SHEET

BRISTAN TAPS & SHOWERS

DS

Bristan, Birch Coppice Business Park, Dordon, Tamworth, B78 1SG. Telephone: 0844 701 6274 Facsimile: 0844 701 6278. Web Site: www.bristan.com Email: enquire@bristan.com
The information contained on this page was correct at date of issue. Fitting Dimensions are provided as a guide only. Some variation may occur due to manufacturing tolerances. Bristan pursues a policy of continuing improvement in design and performance of its products and so reserves the right to change specifications without prior notice.

Appendix G

Flow Testing Invoices

DRAFT

INVOICE

South Lodge Estate
South Lodge Estate
Estate Office
North Farm House
Long House Lane
Cowfold, Horsham
West Sussex
RH13 8AR

Invoice Date
28 Nov 2024

Invoice Number
[redacted]

Reference
Various properties

VAT Number
247525592

Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

Description	Quantity	Unit Price	VAT	Amount GBP
Water flow test at 3 properties	2.00	[redacted]	20%	[redacted]
Water flow test at a further 3 properties	2.00		20%	
			Subtotal	
			TOTAL VAT 20%	
			TOTAL GBP	

Due Date: 12 Dec 2024
BACS Payment:
Perry's Group (Sussex) Ltd
Lloyds Bank plc
Account Number: 37094660
Sort Code: 30-18-30

We kindly ask for payments to be made within 7 days of the invoice date

THANK YOU FOR YOUR BUSINESS. VAT Registration No. 247 5255 92

[redacted]

10/12/24

PAYMENT ADVICE

To. Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

Customer: South Lodge Estate
Invoice Number: 20369
Amount Due: [redacted]
Due Date: 12 Dec 2024
Amount Enclosed: _____
Enter the amount you are paying above

INVOICE

South Lodge Estate
South Lodge Estate
Estate Office
North Farm House
Long House Lane
Cowfold, Horsham
West Sussex
RH13 8AR

Invoice Date
11 Jun 2024

Invoice Number
[redacted]

Reference
The Cabin, Aglands Farm

VAT Number
247525592

Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

scription	Quantity	Unit Price	VAT	Amount GBP
Water flow test @ The cabin	1.00	[redacted]	20%	[redacted]
			Subtotal	
			TOTAL VAT 20%	
			TOTAL GBP	

Due Date: 25 Jun 2024
BACS Payment:
Perry's Group (Sussex) Ltd
Lloyds Bank plc
Account Number. 37094660
Sort Code: 30-16-30

We kindly ask for payments to be made within 7 days of the invoice date

[redacted] Paid 25/6/24

ANK YOU FOR YOUR BUSINESS. VAT Registration No. 247 5255 92

PAYMENT ADVICE

To: Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

Customer South Lodge Estate
Invoice Number 19341
Amount Due [redacted]
Due Date 25 Jun 2024
Amount Enclosed _____
Enter the amount you are paying above

Company Registration No 09743737. Gas Safe Registration No. 575397. Registered Office. Ghiad Goodhand Smith Ltd, 12A Marlborough Place, Brighton, Sussex, BN1 1WN GBR.

Schedule 4

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

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

1. Monitoring Fee

   1.1 To pay the Monitoring Fee to the Council on or prior to completion of this Agreement; and

   1.2 Not to commence the Development unless and until the Monitoring Fee has been paid in full to the Council.

2. Water Neutrality

   2.1 Prior to Occupation of the Development, to submit evidence in writing to the Council that the Application Site Measures and the Offsetting Site Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site, the First Offsetting Site and the Second Offsetting Site, the evidence to include the specifications and photographs of the installed measures and a Part G water calculator (or equivalent) detailing the resultant surveyed water consumption of the Application Site, the First Offsetting Site and the Second Offsetting Site.

   2.2 Not to Occupy, or cause or permit the Occupation of the Development until the Council has confirmed in writing that Application Site Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site.

   2.3 To implement the Application Site Measures on the Application Site in accordance with the Water Neutrality Statement at Schedule 2.

   2.4 Where installed the Application Site Measures shall be:

      2.4.1 retained in perpetuity;

      2.4.2 not removed or replaced other than with a replacement fixture(s) or fitting(s) which meet(s) an equivalent or more efficient water standard; and

      2.4.3 maintained and kept in good repair.

   2.5 To allow the Council to enter the Application Site for the purpose of inspecting the Application Site Measures and ensuring that the measures are retained as required provided that the Council gives not less than 5 (five) Working Days' notice in writing of its intention to inspect the Application Site Measures.

   2.6 In the event that the Application Site or any part of it is transferred (whilst this Agreement still subsists but not where it has terminated pursuant to clause 10.11), the Owner shall ensure that the transfer contains a covenant by the transferee such that the transferee is obliged to:

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

      2.6.2 maintain and keep in good repair the Application Site Measures installed on the Application Site in accordance with the Water Neutrality Statement and this Agreement;

      2.6.3 consent to the entering of the following restriction on that part of the transferee's title to the Application 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 that part of the registered estate shown edged red on the Application Site Plan attached (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number WSX151321 (or any title created out of that title) or their conveyancer that the provisions of paragraph 2 of Schedule 4 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1)Vyvyan Alexander Gordon Tregear; (2) South Lodge Estate (Cowfold) LLP; (3) Vyvyan Alexander Gordon Tregear and Susan Alexandra Tregear; (4) Philippa Virginia Gordon Tregear; and (5) Horsham District Council dated [ ] have been complied with or do not apply to the proposed disposition".

Schedule 5

The First Offsetting Owner and the Second Offsetting Owner Covenants to the Council in relation to the First Offsetting Site and the Second Offsetting Site

The First Offsetting Owner and the Second Offsetting Owner covenant with the Council so as to bind their interest in the land and for the purposes of ensuring that the Development can be delivered as Water Neutral as follows:

1. To implement the Offsetting Measures at the First Offsetting Site and the Second Offsetting Site in accordance with the Water Neutrality Statement at Schedule 3 prior to Occupation of the Development.

2. To retain the Offsetting Measures in perpetuity and not to remove or replace the Offsetting Measures other than with a replacement fixture(s) or fitting(s) which meet an equivalent or more efficient water standard;

3. To maintain and keep in good repair the Offsetting Measures installed on the First Offsetting Site and the Second Offsetting Site in accordance with the Water Neutrality Statement;

4. To allow the Council to enter the First Offsetting Site and the Second Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 5 (five) Working Days' notice in writing of its intention to inspect the Offsetting Measures;

5. In the event that the First Offsetting Site or the Second Offsetting Site or any part of them are transferred (whilst this Agreement still subsists but not where it has terminated pursuant to clause 10.11), the First Offsetting Owner and the Second Offsetting Owner shall ensure the transfer contains a covenant by the transferee such that the transferee is obliged to:

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

    5.2 maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;

    5.3 consent to the entering of the following restriction on the transferee's title to the relevant part of the First Offsetting 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 those parts of the registered estate edged red and numbered 8, 17, 24 and 25 on the Offsetting Site Plan attached (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 WSX158939 (or any title created out of that title) or their conveyancer that the provisions of paragraph 5 of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1)Vyvyan Alexander Gordon Tregear; (2) South Lodge Estate (Cowfold) LLP; (3) Vyvyan Alexander Gordon Tregear and Susan Alexandra Tregear; (4) Philippa Virginia Gordon Tregear; and (5) Horsham District Council dated [ ] have been complied with or do not apply to the proposed disposition".

    5.4 consent to the entering of the following restriction on the transferee's title to the Second Offsetting Site at H M 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 WSX444341 (or any title created out of that title) that the provisions of paragraph 5 of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) Vyvyan Alexander Gordon Tregear; (2) South Lodge Estate (Cowfold) LLP; (3) Vyvyan Alexander Gordon Tregear and Susan Alexandra Tregear; (4) Philippa Virginia Gordon Tregear and (5) Horsham District Council dated [] have been complied with or do not apply to the proposed disposition"