(1) **NICOLA MANNING**

(2) **KIM LAURADALE BRYANT**

(3) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Kettlesbridge Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN

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

Legal ref: DSM/12163
Planning ref: DC/24/1962

THIS AGREEMENT is made as a deed and dated 21st July 2025

Between:

(1) **NICOLA MANNING** Care of Mcmillan Williams Solicitors, The Orangery, The Square, Carsholton, Croyden SM5 3BN **("the First Owner")**;

(2) **KIM LAURADALE BRYANT** of Kettlesbridge Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN **("the Second Owner")**;

(3) **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 and is entitled to enforce the planning obligations it contains.

1.2 The First and Second Owner are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX111292 being Kettlesbridge Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN.

1.3 The First and Second Owners submitted the Application dated 17th December 2024 to the Council which was validated by the Council on the same day.

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

1.5 The First and Second Owner 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.

1.6 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);
"Application"	the application ascribed reference number DC/24/1962 and described as conversion and alteration of existing stable block building to create a dwelling. Creation of parking, gardens and landscaping with use of access to West Chiltington Lane;
"Application Site"	all that land comprising Kettlesbridge Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN shown for identification purposes edged red on the Application Site Plan and to which the Application relates;
"Application Site Plan"	the plan of the Application Site entitled "Site and Location Plans" with drawing number P 24-04-06 TP and dated October 2024 at Schedule 1 of this Agreement;
"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;
"Implement"	means Commencement of Development in respect of either Planning Permission 1 or Planning Permission 2 and **"Implementation"** and **"Implemented"** shall be construed accordingly;
"Monitoring Fee"	the fee of **£400 (four hundred pounds)** for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement;
"Occupation"	occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or

	display and "**Occupy**" and "**Occupied**" shall be construed accordingly;
"Occupation Date"	the date on which the Development is first Occupied;
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement;
"Planning Permission 1"	the planning permission to be granted by the Council pursuant to the Application;
"Planning Permission 2"	the planning permission granted by the Council on 14th December 2022 for the extension and conversion of existing 'Therapy Classroom' into ancillary residential accommodation with the ascribed reference DC/22/1394;
"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;
"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 Schedule 2 (with the exception of paragraph 1) shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The First and Second Owner covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedule 2 of this Agreement in accordance with the requirements and timescales set out;

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

7. NOTICES

7.1 The First and Second Owners 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 First and Second Owner 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 First and Second Owners of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or

first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the Council.

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

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 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 First and Second Owners have undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement.

9. CHARGEE'S / MORTGAGEE'S CONSENT/ LIABILITY

9.1 Any Chargee or Mortgagee consent to the completion of this Agreement and declare that their interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of their interest in the Application Site.

9.2 Any current mortgagee or future 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 in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the First or Second Owners.

10. GENERAL

The Parties undertake that:

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

10.2 this Agreement constitutes a deed.

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

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

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

10.6 The First and Second Owners hereby undertake that:

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

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

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

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

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

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

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

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

10.11.1 expires; or

10.11.2 is varied or revoked other than at the request of the First or Second Owner; or

10.11.3 is quashed following a successful legal challenge,

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

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

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

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

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

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

PROVIDED THAT:

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

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

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

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the First and Second 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 First and Second Owner warrant that no person other than the First and Second Owner have any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The First and Second Owners undertake to the Council to give the Council immediate written notice of any change in the ownership of any of their respective interests in the Application Site 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.

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

SIGNED as a **DEED** by
NICOLA MANNING

[redacted] ..... Signature

In the presence of:

[redacted]

W ..... Signature
I DAVID HALL ..... Print name
T KINGSLEY BOND ..... Address 1
N LINDEN HOUSE ..... Address 2
E 34 CRANHURST MEAD GODSTONE Address 3
S RH9 8BF ..... Post code
S SOLICITOR ..... Occupation

SIGNED as a **DEED** by
KIMLAURADALE BRYANT

[redacted] ..... Signature

In the presence of:

[redacted]

W ..... Signature
I DAVID HALL ..... Print name
T KINGSLEY BOND ..... Address 1
N LINDEN HOUSE ..... Address 2
E 34 CRANHURST MEAD GODSTONE Address 3
S RH9 8BF ..... Post code
S SOLICITOR ..... Occupation

18075 x3

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

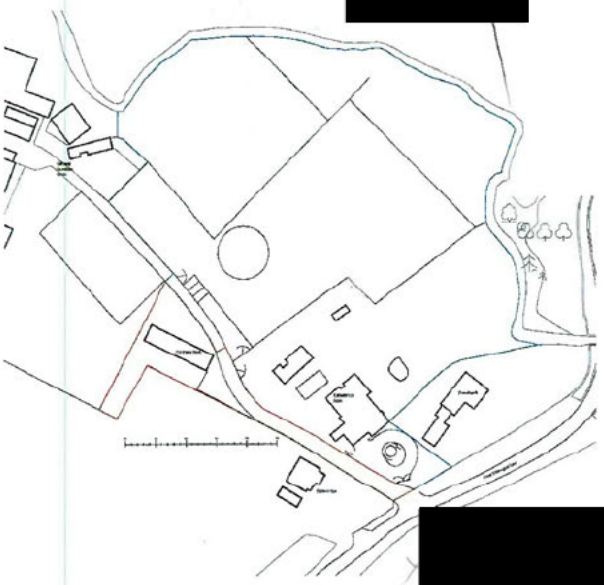
[redacted]
Authorised Officer



Schedule 1

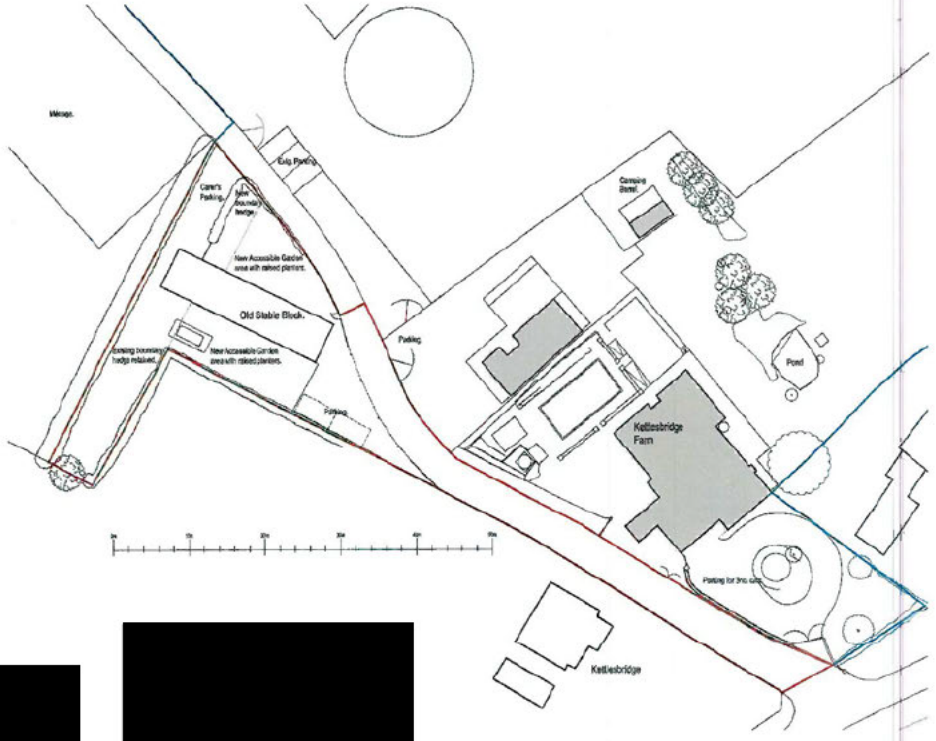
Application Site Plan

[redacted]



Location Plan
Scale 1:1250
10m grid.

[redacted]



Site P
Scale 1:2
10m grid.

[redacted]

Rev.	Date	Initials	Notes

Chris Neale Architectural & Planning Consultant 12, Stockwell Road East Grinstead W. Sussex, RH19 4AU. 01342 326281	Project Kettlesbridge Farm, West Chiltington Lane, Coneyhurst, RH14 9DN.
Client Kim Bryant.	Title Site & Location Plans.
Do not scale from this drawing. All figured dimensions to be checked on site before construction and any discrepancies to be notified immediately. ©The design is copyright.	Drawn CJN Scale As given @ A3 Date Oct. 2004 Drawing No. P 24-04-06 TP. Rev. - PRELIMINARY, liable to change without notice, not for construction.

Schedule 2

The First and Second Owners' Covenants to the Council

With the intention of binding the Application Site, and for the purpose of allowing Development to be delivered the First and Second Owners covenant with the Council as follows:

Monitoring Fee

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

Restriction on Implementation of the Planning Permissions

2. In the event that Planning Permission 1 is granted, the First and Second Owners shall only implement Planning Permission 1 in place of Planning Permission 2 which was granted previously for the Application Site;

3. At no time shall the First and Second Owners Implement both Planning Permission 1 and Planning Permission 2.