(1) SALUTEM LB BIDCO IV LIMITED

(2) CLYDESDALE BANK LTD

(3) XXX

(4) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Ingfield Manor School, Ingfield Manor Drive, Five Oaks, Billingshurst RH14 9AX

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

Legal ref: SW/12927
Planning ref: DC/26/0660

THIS AGREEMENT is made as a deed and dated 2026

Between:

(1) **SALUTEM LB BIDCO IV LIMITED (Co Reg No 10988939)** of Minton Place, Victoria Street, Windsor SL4 1EG **("the Owner")**;

(2) **CLYDESDALE BANK LTD (Co. Regn. No SC001111) whose registered office is at 177 Bothwell Street, Glasgow, Scotland, G2 7ER ("the Mortgagee")**

(3) **XXX**

Commented [SW1]: WSX175779

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The District 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 Owner is the registered proprietor with Freehold Title Absolute of part of the Application Site registered at HM Land Registry under title number WSX260126 and described as "Ingfield Manor School, Ingfield Manor Drive, Five Oaks, Billingshurst (RH14 9AX)".

1.3 The Mortgagee has the benefit of a registered charge dated 22 July 2024 against the title number WSX260126 recorded in paragraphs 5, 6 and 7 of the Charges Register. The Mortgagee was re-registered from a Public Limited Company to a Private Limited Company on 28 July 2026 according to the Register at Companies House.

1.4 XXX is the registered proprietor with Freehold Title Absolute of part of the Application Site registered at HM Land Registry under title number WSX175779

1.5 The District Council received the Application on 23 April 2026 which was validated on 2 June 2026.

1.6 On [INSERT] Members of the District Council's Planning Committee granted the Planning Permission subject to completion of this Agreement.

1.7 The Owner and the Mortgagee are willing to enter into this Agreement and be bound by the covenants it contains on the terms set out herein to secure the planning obligations.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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 District 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/26/0660 and described as: "Expansion of the existing school including the construction of 3 linked single-storey buildings, a sports hall, playground, parking, landscaping, drainage, and associated development, following demolition of redundant buildings.
"Application Site"	all that land 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 Location Plan" with drawing number 4908-MBA-01-00-D-A-1001 Rev P06 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.
"Head of Development and Building Control"	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
"Interest"	Interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"Occupation"	occupation or use for any purpose for which the Planning Permission has been granted by the District 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.
"Phase"	Any one phase of the development, namely: Phase 1 – classrooms, music/drama teaching area and meeting room Phase 2 – classrooms, storage, kitchen, dining room/assembly hall Phase 3 – reception, library, staff room, sensory and therapy rooms Phase 4 – sports hall, changing facilities and equipment storage
"Phase 1"	A school building including classrooms, music and drama teaching are and a meeting room in the location identified on the Phase Plan as Phase 1.
"Phase 2"	A school building including classrooms, storage, kitchen, dining room/assembly hall in the location identified on the Phase Plan as Phase 2
"Phase 3"	A school building including reception, library, staff room, sensory and therapy rooms and identified on the Phase Plan as Phase 3
"Phase 4"	A school building incorporating the sports hall, changing facilities and equipment storage in the location identified on the Phase Plan as Phase 4
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Section 73 Consent"	any planning permission granted pursuant to section 73 (or 73B when in force) of the Act to create a variant Planning Permission.
"Specified Date"	the date upon which an obligation arising under this Agreement is due to be performed.
"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 unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

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

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

7. NOTICES

7.1 The Owner covenants with the District Council as follows:

7.1.1 to give the Commencement Notice to the District Council not less than 5 (five) Working Days before the anticipated Commencement Date;

7.1.2 to give the Occupation Notice to the District Council not less than 5 (five) Working Days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner of the District 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 and in the case of the District Council shall be addressed to the Head of Development and Building Control and either:

7.3.1 Emailed to planning.obligations@horsham.gov.uk; or

7.3.2 Posted by first class 'Signed For' delivery to 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; or

7.3.3 Served personally 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

7.4 Any notice, certificate or other communication sent by email in accordance with clause 7.3.1 shall be deemed to have been delivered at the time of despatch if transmitted prior to 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.

7.6 Any notice, certificate or other communication delivered personally in accordance with clause 7.3.3 shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

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

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

9.1 The Mortgagee and/or Chargee consents to the completion of this Agreement and declares that its interest in the Application Site and BNG Land shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Application Site and BNG Land.

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 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.

10.3 It is hereby agreed by the Owner that failure by the District Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District 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 District 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.

10.4 The Owner hereby undertakes that:

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

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

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

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

10.6 The Owner hereby gives consent for any plans comprising Schedule 1 of this Agreement to be reproduced by the District Council.

10.7 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.

10.8 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.

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

10.9.1 expires; or

10.9.2 is revoked other than at the request of the Owner; or

10.9.3 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.

10.10 The Owner (or any person deriving title to any land bound by this Agreement) 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 land or part of the land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

10.13 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

10.15.2 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.

10.15.3 nothing in this clause shall fetter the discretion of the District 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:

10.15.4 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

10.15.5 the District 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 District Council (acting reasonably) considers it desirable to do so.

10.16 The provisions of this Agreement shall not bind any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed.

11. DISPUTE RESOLUTION

11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

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

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

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

11.5 The provisions of this clause shall not affect the ability of the District 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. INDEXATION AND INTEREST

12.1 If any sum or amount has not been paid by the Owner under this agreement by the date it is due, the Owner shall pay interest on that amount at the Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13 OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the land bound by this Agreement other than as set out in this Agreement.

12.2 The Owner undertakes to the District Council to give the District Council immediate written notice of any change in the ownership of any of their interest(s) in the land bound by this Agreement, as the case may be, 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

EXECUTED as a **DEED** by

SALUTEM LB BIDCO IV LIMITED
acting by two directors or one director and the company secretary

…… Signed (Director)

…… Signed (Director/ Company Secretary)

EXECUTED as a **DEED** by
CLYDESDALE BANK LTD
acting by an Attorney in the presence of a witness

…… Signature of Attorney

…… Print Name

…… Position Held

In the presence of a witness:

…… Signature of witness

…… Print name

…… Position held

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

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

Authorised Officer

SCHEDULE 1

Plans

1. Application Site Plan entitled “Site Location Plan” with drawing number 4908-MBA-01-00-D-A-1001 Rev P06.
2. Phase Plan entitled “Phase Plan” with drawing no. INSERT dated DD/MM/YYYY.
3. BNG Plan entitled "BNG Plan” with drawing number XXXX dated DD/MM/YYYY.

SCHEDULE 2

Biodiversity Net Gain

The Owner's Covenants to the District Council in relation to the BNG Land

With the intention of binding the BNG Land, and for the purpose of allowing the Development to be delivered, the Owner covenants with the District Council as follows:

1. Interpretation of this Schedule

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"BNG Land"	The part of the Application Site, on which BNG shall be delivered in respect of the Development and which shall be identified on the BNG Land Plan.
"BNG Land Plan"	A plan submitted with the Overall Biodiversity Gain Plan showing the location of any onsite BNG to be provided within any Phase.
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG.
"Biodiversity Net Gain (BNG)"	an increase (minimum 10%) in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act.
"Biodiversity Unit(s)"	The quantum of biodiversity as measured by the Biodiversity Metric.
"BNG Monitoring Contribution"	the sum of £4,176.87 **(four thousand one hundred and seventy-six pounds and eighty-seven pence)** to be used to pay the District Council's costs of monitoring compliance with the Overall Biodiversity Gain Plan and Habitat Management and Maintenance Plan for each Phase as approved by the District Council to be paid by the Owner to the District Council pursuant to this Schedule.
"Breach Notice"	a notice which may be served by the District Council on the Owner pursuant to paragraph 5.1 of this Schedule setting out: a) details of the alleged non-compliance with the HMMP (the **"Breach")**; and b) details of the measures to be taken to remediate the Breach; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 5.2 of this Schedule.
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld).
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed.
"Completion Date Notice"	written notice from the Owner to the District Council of the proposed Completion Date of the Habitat Creation and

	Enhancement Works for a Phase served in accordance with paragraph 3.4 of this Schedule of this Agreement.
"DEFRA"	The ministerial Department for Environment, Food and Rural Affairs of the UK government, or any successor in function, responsible for publishing Overall Biodiversity Gain Plan and Phase Biodiversity Gain Plan templates: https://www.gov.uk/government/publications/biodiversity-gain-plan-phased-development-templates
"Habitat Creation and Enhancement Works"	the Habitat Creation and Enhancement Works set out in the HMMP for each Phase.
"Habitat Management and Monitoring Plan (HMMP)"	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof for each Phase to be prepared in accordance with the approved Overall Biodiversity Gain Plan and the Phase Biodiversity Gain Plan for the relevant Phase, and to include: a. a non-technical summary; b. details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c. details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Overall Biodiversity Gain Plan for the relevant Phase; d. the management measures to be put in place to maintain the habitat in accordance with the approved Overall Biodiversity Gain Plan; and the approved Phase Biodiversity Gain Plan for the relevant Phase for a period of 30 years from either the date of issues of the Certificate of Completion for the relevant Phase or the Practical Completion of the relevant Phase whichever occurs later; and e. the monitoring methodology in respect of the created or enhanced habitat, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule.
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP for a Phase and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty-five) and 30 (thirty) years following First Occupation of the relevant Phase.
"Overall Biodiversity Gain Plan"	A plan substantially in the form published by DEFRA (as may be updated from time to time), setting out the percentage BNG each Phase (as identified on the Phase Plan) will contribute to that required for the Development as a whole (be it through onsite provision, the purchase of biodiversity units from a registered habitat bank or the purchase of statutory credits) and which shall be completed and submitted to the District Council for approval in writing in accordance with this Schedule.
"Phase Biodiversity Gain Plan"	A plan substantially in the form published by DEFRA (as may be updated from time to time), showing how Biodiversity Net Gain will be achieved in a specific Phase and which shall be completed and

	submitted to the District Council for approval in writing in accordance with this Schedule.

2. BNG Monitoring Contributions

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

3. Biodiversity Gain Plan and HMMP

3.1. Prior to the Commencement of Development to submit the Overall Biodiversity Gain Plan to the District Council for its approval in writing;

3.2. In the event the Overall Biodiversity Gain Plan shows the provision of significant onsite Biodiversity Net Gain for the first Phase, prior to Commencement to submit the following to the District Council for its approval in writing:

3.2.1. The Phase Biodiversity Gain Plan for the first Phase; and

3.2.2. The HMMP for the first Phase

And not to Commence and Phase of Development until the Overall Biodiversity Gain Plan, the Phase Biodiversity Gain Plan for the first Phase and if relevant the HMMP for the first Phase has been approved in writing by the District Council;

3.3. Prior to Commencement of Development for each successive Phase to submit to the District Council for approval in writing, the following for that Phase:

3.3.1. The Phase Biodiversity Gain Plan, and;

3.3.2. In the event the Overall Biodiversity Gain Plan shows the provision of significant onsite Biodiversity Net Gain for the relevant Phase the HMMP for that Phase

And not to Commence Development of that Phase until the Phase Biodiversity Gain Plan and as appropriate the HMMP for that Phase have been approved in writing by the District Council.

3.4. To issue the Completion Date Notice to the District Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works for each relevant Phase.

3.5. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council for the relevant Phase following receipt of the relevant Completion Date Notice.

3.6. Where works are required to rectify defects in the Habitat Creation and Enhancement Works in accordance with paragraph 3.4 to issue a subsequent Completion Date Notice for that Phase and thereafter continue to rectify any defects and issue Completion Date Notices for that Phase until the District Council issues a Certificate of Completion in respect of the relevant Phase;

3.7. Not to Occupy a Phase until any applicable Habitat Creation and Enhancement Works set out within the relevant HMMP for that Phase have been completed in full and the District Council has issued a Certificate of Completion in respect of that Phase;

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

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

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

3.10.1. the proposed amended HMMP;

3.10.2. a statement of reasons for such amendment; and

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

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

3.10.3.2. the continued functioning of the BNG Land within the relevant Phase for BNG or any existing Allocation.

4. Access for Inspection

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

4.1.1. enter onto the part of the BNG Land necessary for monitoring compliance with:

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land

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

5. Breach Notice and Step-In Rights

5.1. Where the District Council believes that an HMMP has not been complied with, it may serve a Breach Notice on the Owner.

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

5.3. Where a Breach Notice is disputed:

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

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

5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).

5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

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

5.6.1. any part of the BNG Land that is necessary for the carrying out the steps set out in the Breach Notice; and

5.6.2. any other land in the Owner's control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.

5.7. To pay the District Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph

5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

5.8. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.7 of this Schedule, the District Council shall be entitled to recoup its costs (together with Interest from the date the payment became due) from the Owner of the BNG Land or its successors in title and may secure the same by registering a charge or restriction on the title of the BNG Land at HM Land Registry.

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

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

6.2. To consent to the entering of the following restriction on the transferee's title to the BNG Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WSX…… or their conveyancer that the provisions of paragraph [6] of Schedule [8] of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) INSERT; 2) INSERT; and 3) Horsham District Council dated [ ] have been complied with".