(1) PAULINE PITCHFORD

(2) WEST SUSSEX COUNTY COUNCIL

(3) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land Opposite Brick Kiln Close, Handcross Road, Plummers Plain, West Sussex
Also known as Land at Glayde Farm, Church Lane, Plummers Plain,
West Sussex RH13 6LU

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

Legal ref: SW/12208

Planning ref: DC//24/1763

THIS AGREEMENT is made as a deed and dated 1st August 2025

Between:

(1) **PAULINE PITCHFORD** of 116 Old Fort Road, Shoreham-By-Sea BN43 5HB **("the Owner")**;

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

(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 Owner is the registered proprietor with Freehold Title Absolute of the Application Site registered at HM Land Registry under title number WSX311221.

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

1.4 The Application Site is subject to an option agreement dated 8 October 2020 made between (1) Pauline Pitchford and Maurice Lansbury Pitchford and (2) Millwood Designer Homes Limited as varied by a Supplemental Agreement dated 16 May 2024 made between (1) Pauline Pitchford and (2) Millwood Designer Homes Limited.

1.5 The Council received the Application on 14 November 2024 which was validated on the same day. On 13 May 2025 Members of the Council's Planning Committee South granted the Planning Permission subject to completion of this Agreement.

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

1.7 The 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).
"Air Quality Contribution"	Means the payment of up to £5,134.00 (five thousand one hundred and thirty four pounds) Index Linked and based on the Air Quality Emissions Mitigation Guidance for Sussex (April 2021) or any guidance amending or revoking and re-enacting the same for the following air quality mitigation and in compliance with Policy 24 of the Horsham District Planning Framework (November 2015).
"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme
"Application"	the application ascribed reference number DC/24/1763 and described as: Land Opposite Brick Kiln Close, Handcross Road, Plummers Plain, West Sussex.
"Application Site"	all that land comprising Glayde Farm, Church Lane, Plummers Plain, Horsham RH13 6LU shown for identification purposes edged red and hatched blue on the Application Site and BNG Land Plan and to which the Application relates.
"Application Site and BNG Land Plan"	the plan of the Application Site entitled "Application Site and BNG Land Plan " with P363/S106/BNG at Schedule 1 of this Agreement.
"BCIS Index"	means the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may specify;
"Bridleway"	means public right of way Bridleway 2832 identified on the Public Rights of Way Plan at Schedule 1.
"Bridleway Contribution"	means the sum of £5,000.00 (five thousand pounds) to be paid to the County Council for the purpose of improving accessibility through: -

(a) the widening of the access;
(b) replacement of stiles and gates;
(c) improvements to the wider right of way network.

"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) ecological surveys and ecological translocation 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.
"County Council Contributions"	means the Footpath Contribution and the Bridleway Contribution
"County Council Monitoring Contribution"	means the total sum of One Thousand Six Hundred and Twenty Pounds (£1,620) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"Financial Contribution Trigger"	means a trigger contained within this Deed applicable to the County Council Contributions;
"Footpath"	means public right of way Footpath 1709 identified on the Public Rights of Way Plan at Schedule 1
"Footpath Contribution"	means £18,000 (eighteen thousand pounds) to be paid to the County Council towards the cost of resurfacing upgrades for public right of way Footpath 1709
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.
"Highway Works"	the provision of the following in the vicinity of the Development: a) Site access with dropped kerb/tactile paved crossing across b) 2 x uncontrolled crossing (dropped kerb/tactile paved) of Handcross road and associated works c) Uncontrolled dropped kerb/tactile paved crossing of church access d) Uncontrolled dropped kerb/tactile paved crossing of Fir Tree Close with footway realignment to be provided in accordance with the Highway Works Scheme and shown on the Highway Works Plan drawing number ITL16722-GA Rev E and ITL16722-GA-014 Rev A at Schedule 1

[redacted]

"Highways Works Plan"	being drawing numbers ITL16722-GA Rev E and ITL16722-GA-014 Rev A at Schedule 1
"Highway Works Scheme"	means a scheme in respect of the Highway Works delivered in accordance with Schedule 9 of this Agreement
"Index Linked"	means in relation to the County Council Contributions, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula: $A = B \times \frac{C}{D}$ is equal to or greater than 1 [redacted] where A is the sum actually payable on the date of payment B is the original sum mentioned in this Deed C is the BCIS Index at the date payment falls due D is the BCIS Index at the 24th January 2025 and Indexation shall be construed accordingly;
"Interest"	means 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;
"Monitoring Fees"	Fees totalling £1,200.00 (one thousand two hundred pounds) for monitoring obligations in the Agreement to be paid to the Council in accordance with clause 8 of this Agreement. For the avoidance of doubt this sum is exclusive of and in addition to the BNG Monitoring Contribution.
"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"	the planning permission to be granted by the Council pursuant to the Application.
"Qualifying Trigger"	means in relation to this Deed any trigger that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council, including a Financial Contribution Trigger;
"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.
"Specified Date"	means the date on which an obligation arising under this Agreement is to be caried out or due to be performed and for the avoidance of

	doubt in relation to the relevant contributions due to the County Council means the date on which the relevant contribution is paid
"Travel Plan"	means the travel plan titled Land at Glayde Farm Lower Beeding Framework Travel Plan Statement in respect of securing sustainable and active transport measures and initiatives to reduce demand for travel by less sustainable modes to the Development attached as Annex 1 subject to any amendments agreed in writing by the County Council from time to time
"the Travel Plan Co-ordinator"	means the person appointed by the Owner responsible for securing the implementation of the Travel Plan
"Travel Plan Monitoring Fee"	Means the sum of £1,695.00 (one thousand six hundred and ninety five pounds) payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.
"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 Schedules 2 (except paragraph 2.1), Schedule 4, Schedule 5 (except paragraphs 3.1 and 3.2), Schedule 6 and 7, Schedule 8 (except paragraphs 1.1, 1.2 and 1.3) Schedule 9 (except paragraph 1.2) and Schedules 10 and 11 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 Owner covenants with the Council to comply fully with and to perform the obligations contained herein and in Schedules 2-6 of this Agreement in accordance with the requirements and timescales set out;

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

6.1.3 The Owner covenants with the County Council to comply fully with and to perform the obligations contained herein and in Schedules 7 to 9 of this Agreement in accordance with the requirements and timescales set out;

6.1.4 The Owner covenants with the County 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 Council as follows:

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

7.1.2 to give the Occupation Notice to the 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 Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Development and Building Control of the Council.

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

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 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 and the Monitoring Fees for monitoring the planning obligations contained herein.

8.2 The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the County Council Monitoring Contribution.

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

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

10. GENERAL

The Parties undertake that:

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

10.2 this Agreement constitutes a deed.

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

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

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

10.6 The Owner hereby undertakes that:

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

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

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

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

10.8 The Owner hereby gives consent for the Application 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 any 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 Owners and/ or the Developer; 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 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 his 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 includes any part of it/ them.

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

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

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

10.17.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; 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 The provisions of this Agreement shall not bind the following:

10.18.1 Purchasers, tenants, occupiers (or their respective mortgagees and chargees) of any individual Dwelling except for planning obligations save for the obligations in Schedule 2 and 3 which shall apply to the Affordable Housing Units;

10.18.2 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 (which shall be matters for the Court) should a dispute or difference arise between the Parties or any of them in respect of any matter contained in this Agreement then the provisions of this clause 11 shall apply.

11.2 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading 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 between the parties which may arise between the Parties concerned matters that are the subject of a Breach Notice served in accordance with paragraph 4 of Schedule 10 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed by the Parties but in default of such agreement appointed by the Chartered Institute of Ecology and Environmental Management.

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

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

11.4.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall

die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

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

12. OWNERSHIP

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

12.2 The Owner undertakes to the Council to give the Council immediate written notice of any change in the ownership of any of its interests in the Application Site, 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

SIGNED as a **DEED** by
PAULINE PITCHFORD

[redacted] ... Signature

In the presence of:

W [redacted] ..... Signature
I JAMES PITCHFORD ..... Print name
T 19-21 FARRINGDON DRIVE ..... Address 1
N KINGSTON 6 ..... Address 2
E JAMAICA ..... Address 3
S N/A ..... Post code
S MANAGEMENT CONSULTANT ..... Occupation

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

[redacted]

Authorised Officer



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

[redacted]

Authorised Officer

[redacted]

HEAD OF LEGAL &
DEMOCRATIC SERVICES

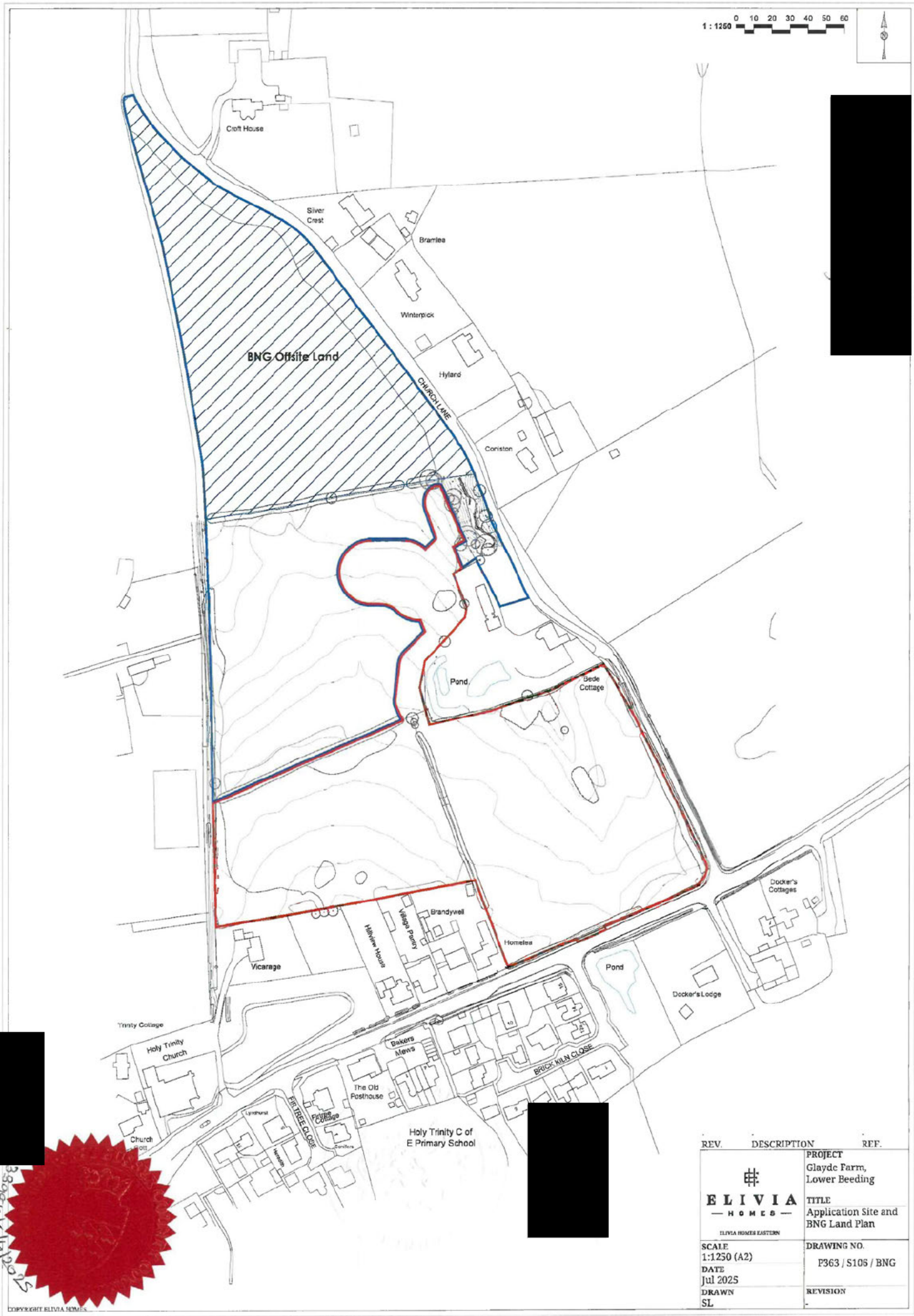
18088 x3



SCHEDULE 1

Plans

1. Application Site and BNG Land Plan entitled "Application Site and BNG Land Plan with drawing number P363/S106/BNG "
2. Open Space Plan entitled "Open Space Plan " with drawing number P363/S106/OSP dated July 2025
3. Highway Works Plan with drawing number ITL16722-GA Rev E and ITL6722-GA-Rev A
4. Public Rights of Way Plan entitled "Public Rights of Way Plan"



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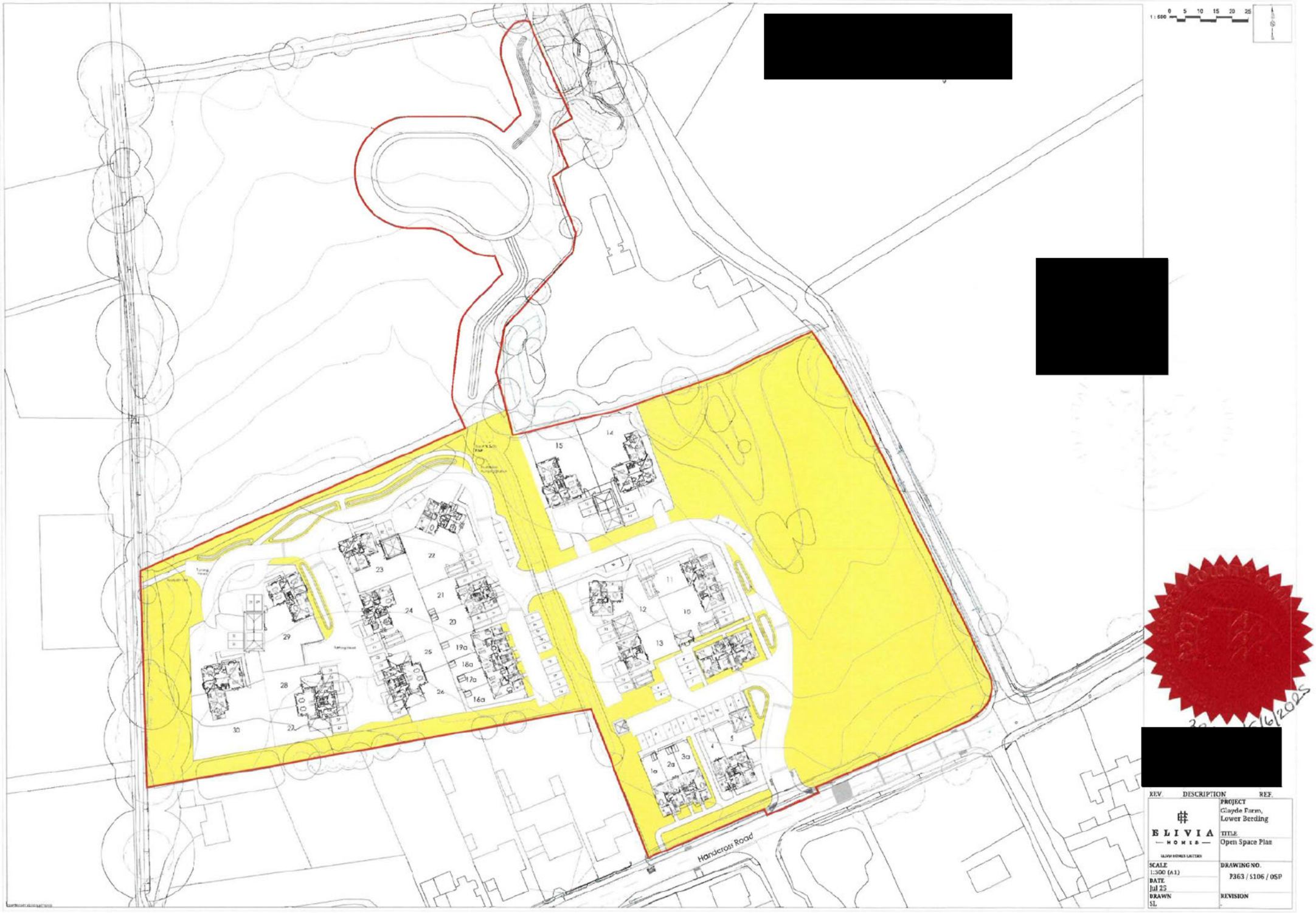
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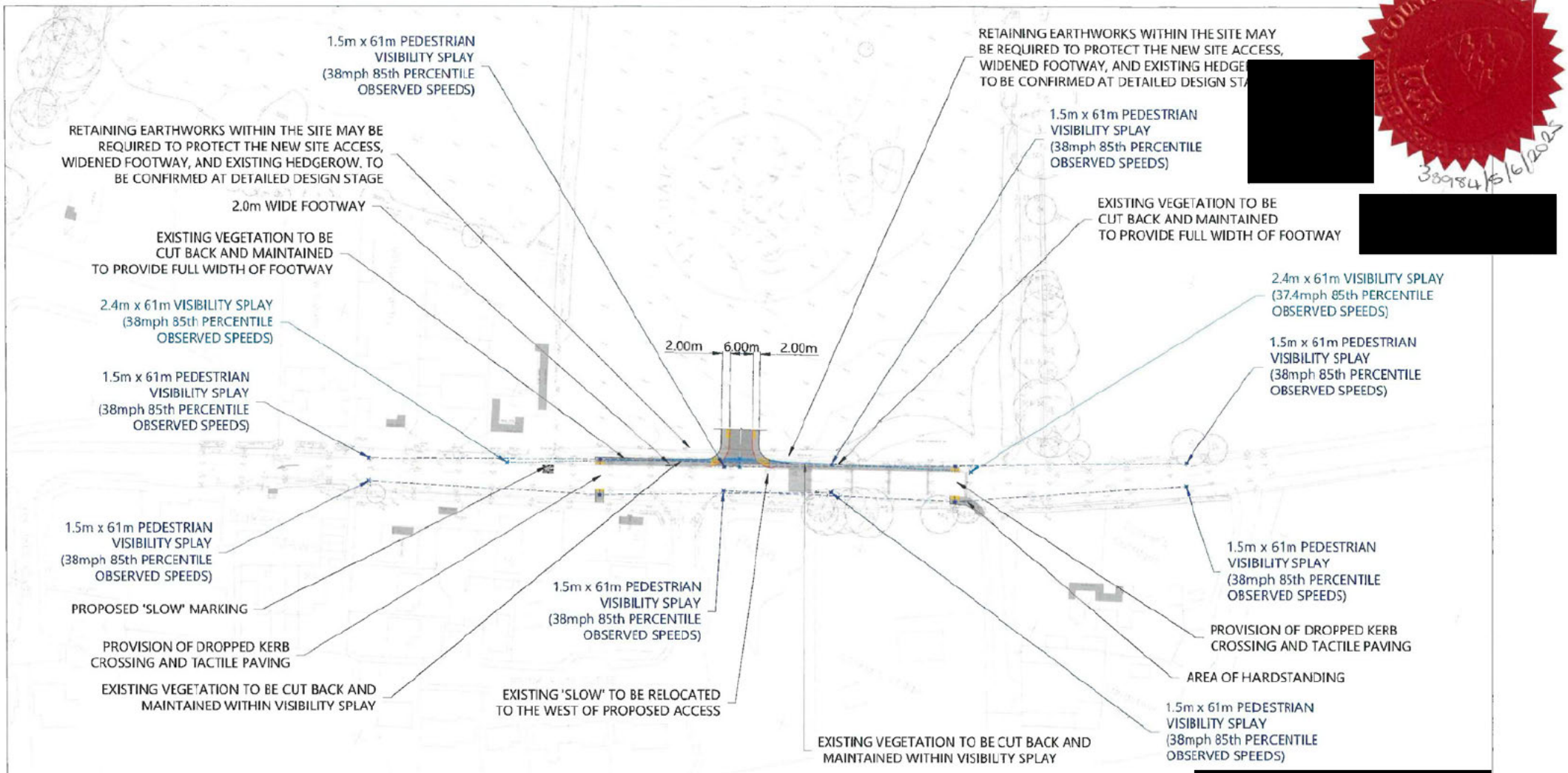
REV. DESCRIPTION REF.
ELIVIA HOMES
PROJECT
Glayde Farm,
Lower Beeding
TITLE
Open Space Plan
SCALE
1:500 (A1)
DRAWING NO.
P363 / S106 / OSP
DATE
Jul 25
DRAWN
SL
REVISION
-



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i-Transport

85 Gresham Street, London, EC2V 7NQ Tel: 020 3705 9215

www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APD
E	21.07.25	JL	EARTHWORKS SCOPE UPDATED	DW	TW
D	18.07.25	JL	EARTHWORKS SCOPE UPDATED	DW	TW
C	22.01.25	TA	VISIBILITY SPLAYS HAVE BEEN UPDATED	MD	TW
B	07.10.24	SH	RSA COMMENTS INCORPORATED	MD	TW
A	30.06.24	SH	ACCESS VISIBILITY UPDATED	MD	TW

STATUS: FCR INFORMATION

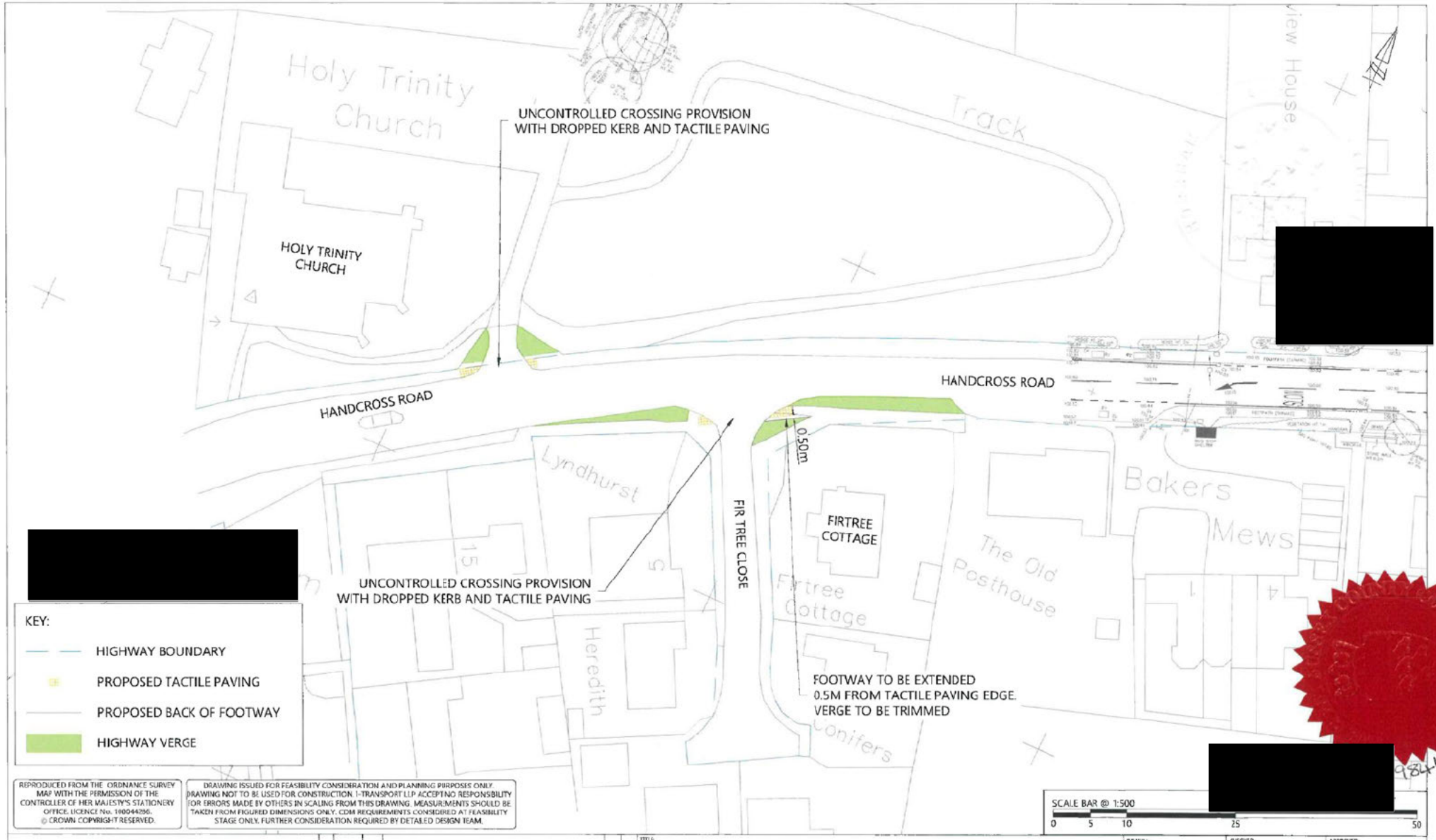
TITLE: PROPOSED ACCESS VISIBILITY - AREA OF VEGETATION TO BE REMOVED

PROJECT: LAND NORTH OF HANDCROSS ROAD, LOWER BEEDING

CLIENT: ELIVIA HOMES EASTERN

DRAWN:	CHECKED:	APPROVED:
JMc	MD	SAW
PROJECT No:	SCALE @ A3:	DATE:
ITL16722	1:1000	22.03.23

DRAWING No: ITL16722-GA-005 REV: E



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9844/5/6/2025

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Tel: 020 3705 9215
www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APD
A	07.02.25	TA	HIGHWAY BOUNDARY ADDED	MD	TW

STATUS: FOR INFORMATION

TITLE: PROVISION OF UNCONTROLLED CROSSING

PROJECT: LAND NORTH OF HANDCROSS ROAD, LOWER BEEDING

CLIENT: ELIVIA HOMES EASTERN

DRAWN:	CHECKED:	APPROVED:
TA	DW	TW
PROJECT No:	SCALE @ A3:	DATE:
ITL16722	1:500	22.01.25
DRAWING No:		REV:
ITL16722-GA-014		A

Public Rights of Way Plan



339845/16/2025

SCHEDULE 2

Affordable Housing

1. **DEFINITIONS**

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

"Affordable Housing"	affordable housing comprising Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owner which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development AND such other matters as the District Council may require (acting reasonably); **AND** c) such other matters as the District Council may require (acting reasonably).
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as approved in writing by the District Council; OR b) an unregistered provider of affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;
"Affordable Housing Tenure Mix"	a tenure mix of 8 **(eight)** Rented Units and 3 **(three)** Shared Ownership Units or such other mix of Affordable Housing Units as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	35% of the total 30 Housing Units to be provided as part of the Development, equating to 11 Affordable Housing Units of which:

	a) 8 (eight) Housing Units (approximately 75%) (to include 2 x 1 bed apartments, 2 x 2 bed apartments, 4 x 3 bed houses shall be provided) as Rented Units AND b) 3 (three) Housing Units (approximately 25%) (to include 1 x 2 bed house and 2 x 3 bed houses) shall be provided as Shared Ownership Units and which are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule.
"Affordable Rent"	chargeable rent that is subject to the Homes England Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the District Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"BCIS Index"	means the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify.
"Deed of Nomination Rights"	the District Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.
"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 990 years and **"Dispose"** shall be construed accordingly.
"First Occupation"	the date on which each Housing Unit is Occupied for the first time.
"Fully Serviced"	where provision of Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, gas, mains water, sewerage and high-speed broadband are installed and fully functional.
"Head of Development and Building Control"	the Head of Development and Building Control at the 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.
"Head of Housing and Communities"	the District Council's Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning

	of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England);
"Housing Register and Nominations Policy"	the District Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to the Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;
"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words and **"Practically Complete"** shall be construed accordingly.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	a lease which accords with Homes England's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the District Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or

	replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and "**Social Rented Unit**" shall be construed as meaning any one of them.

The Owner and the Developer hereby covenant with the District Council as follows:

2. GENERAL PROVISIONS

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

2.2 Subject to paragraph 4.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the District Council from time to time.

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

2.4 The Owner further covenants that:

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

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

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

3.1 Prior to Occupation of **5 (five)** (c.25%) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

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

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

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2, prior to Occupation of **10 (ten)** (c.50%) of the Open Market Units to:

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

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

3.2.3 provide the new homes build warranty for each of the Affordable Housing Units to the Affordable Housing Provider.

3.3 Not to Occupy or allow Occupation of more than **5 (five)** (c.25%) of the Open Market Units unless and until the provisions of paragraph 3.1 of this Schedule (including its sub-paragraphs) have been complied with.

3.4 Not to Occupy or allow Occupation of more than **10 (ten)** (c.50%) of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Within any transfer and/ or lease of any/ all of the Affordable Housing Units to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District Council of a Deed of Nomination Rights in respect of the Rented Units, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the District Council) in the form set out in Schedule 3 with the District Council's costs to be paid by the Affordable Housing Provider.

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

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

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

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

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

3.9 That a minimum 10% and a maximum 75% share in each Shared Ownership Unit may be sold to eligible applicants initially and that the rent (excluding service charge) to be charged on the remaining percentage share in the Shared Ownership Units shall not be more than 3% of the capital value of the unsold equity in that particular Shared Ownership Unit.

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

3.10.1 the local authority district of Horsham; then

3.10.2 Neighbouring councils; then

3.10.3 the County of West Sussex; then

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

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

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

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

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

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

5. EXCLUSIONS

5.1 The obligations contained in this Schedule shall neither be binding on nor enforceable against:

5.1.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing administrator (each a "Receiver") of an Affordable Housing Provider of the Affordable Housing Land and/ or Affordable Housing Provider of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

5.1.1.1 any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;

5.1.1.2 such Appointee Administrator or Receiver shall first have notified the District Council and the Head of Housing and Communities that it wishes to exercise its statutory power of sale;

5.1.1.3 for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Housing Units to another Affordable Housing Provider (who shall take subject to the provisions of this Deed) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely

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

5.1.3 A tenant of an Affordable Rented Unit who has exercised a Right to Buy;

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

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

SCHEDULE 3

Specimen Deed of Nomination Rights

[AFFORDABLE HOUSING PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

8 Affordable Housing – Rented Units

at

Land Opposite Brick Kiln Close, Handcross Road, Lower Beeding West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

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

BETWEEN:

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

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

1. DEFINITIONS

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

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

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

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

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

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

4. NOMINATION PROCEDURE FOR RENTED UNITS

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

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 10 (ten) weeks' written notice of the date when an Initial Let will be ready for occupation.

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

Nomination procedures

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

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

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

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

Failure to let

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

Notices

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

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

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

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

4.7.4. accepting an Offer from the Affordable Housing Provider.

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

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

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

4.9. In the event that:

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

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

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

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

Voids and reletting

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

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

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

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

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

Exempted Voids

4.12. Where the Void is an Exempted Void:

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

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

Rejecting Nominees

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

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

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

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

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

5. NOTICES

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

5.1.1. delivered by hand; or

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

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

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

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

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

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

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

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

7. DISPUTES

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

8. COSTS

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

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

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

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

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Schedule of Tenure – The Shared Ownership Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 5

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

SCHEDULE 4

Community Land

1. Interpretation of this Schedule

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

"Management Company"	a limited company or company limited by guarantee (or companies) established by the Owner to carry out the long term management and maintenance of the BNG Offsite Land and the Open Space (including BNG Onsite Land but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Agreement and the Management Plan, 1. whose objectives shall include: a) setting the level of charges for funding the running of the Management Company and collecting such charges; b) ensuring accountability to Occupiers of the Open Market Units; AND 2. whose constitution shall be submitted to and approved by the District Council and shall a) facilitate the Owner retaining control of the Management Company until such time it relinquishes that control to shareholders (if applicable); and b) include subsequent body/bodies that take on this responsibility;
"Management Company Structure Scheme"	a scheme that addresses the following in relation to the Management Company: a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or by guarantee; b) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; c) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
"Management Plan"	a detailed written scheme for the ongoing management and maintenance of the Managed Land which shall:

	a) include a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Residential Management Plan; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land; h) state details of the proposed Management Company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change;
"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: • multifunctional green space; • parks and gardens; • amenity green space; • natural/ semi-natural green space; in the locations shown shaded yellow on Open Space Plan to be managed and maintained in accordance with the Management Plan;
"Open Space Specification"	the specification provided for the Development for the Open Space or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Space • approval of boundaries of any areas or parcels of land to be transferred to the Management Company • details of the layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces) • details of any earthworks, excavations, construction,

	drainage • details of any fencing or materials • details and type of any seating • litter bins • signage (type and location); and • a management plan for the long term future maintenance and management (including a maintenance schedule) and the arrangements for securing the availability of the Open Space for use by the general public;
"Managed Land"	the BNG Offsite Land and the Open Space (which includes BNG Onsite Land) to be provided as part of the Development which shall be managed by the Management Company in accordance with the Management Plan and Schedule 4 of this Agreement (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
"Open Space Plan"	the plan of the land to be provided as part of the Development as open space on which designated areas for specific uses are denoted by coloured shading, entitled "Open Space Areas" with drawing no. P363-S106-OSP dated July 25 at Schedule 1 of this Agreement.

The Owner and the Developer hereby covenant with the District Council as follows:

2. Managed Land

2.1. Prior to Occupation , to submit details of the provision of Open Space, including the Open Space Specification and the Management Plan, to the District Council for approval and not to Occupy the Development until the District Council has approved the aforesaid details, the Open Space Specification and the Management Plan in writing, such approval not to be unreasonably delayed or withheld.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings in the Development until the Owner has at their own expense:

2.3.1 provided the Open Space in accordance with the Open Space Specification such that it is ready for use and open to members of the public free of charge;

2.3.2 obtained written confirmation by the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space have been completed; and

2.3.3 two days after receipt of the District Council's written confirmation of completion of the approved works:

2.3.3.1 offered in writing to transfer the Open Space to the Management Company for £1 upon the contractual terms set out in paragraph 2.6 (including its sub paragraphs) of this Schedule and notified the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.3.3.2 entered into a binding contract for the transfer of the Open Space and the for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Owner to maintain the Open Space) PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 7 (seven) days of entering a contract and a copy of the binding contract shall be sent with such notice to the District Council.

2.3. The Owner shall use its reasonable endeavours to carry out all the works within the timescales referred to in Paragraph 1 and 2 above and upon completion of the works notify the Head of Development and Building Control in accordance with paragraph 2.1 of this Schedule. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works the Owner covenants to make good any defects in the works prior to the transfer of the Open Space in accordance with paragraph 2.2 of this Schedule and the District Council's written confirmation referred to in paragraph 2.1 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner/ Developer has complied with its obligation to make good any defects in the works.

2.4. The Owner shall at its expense continue to maintain and insure the Open Space, keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, for the period until the Open Space is transferred in accordance with paragraph 2.2 (including its sub paragraphs).

2.5. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owner has paid to the District Council a fee of £600.00 (six hundred pounds) which is based on the current daily rate for the inspection of the works undertaken by the Owner in creating the Open Space.

2.6. Not to transfer any parcel of land comprising the Open Space except upon the following terms and conditions unless otherwise agreed between the parties:

2.6.1. title shall be deduced in accordance with the Land Registration Act 2002;

2.6.2. the parcels of land comprising the Open Space will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Deed and subject also to any easements granted to Statutory Undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;

2.6.3. vacant possession of the parcel of land comprising the Open Space (subject to any easements in favour of a statutory undertaker) shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.6.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.3.1 and 2.3.3.2 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owner/ Developer and the Management Company;

2.6.5. the transfer of the Open Space to the Management Company shall be subject to a covenant to comply with the following:

2.6.5.1. that the Open Space shall be made available for the use of the general public and shall only be used for the purposes of public open space as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the maintenance of the Open Space or is required to be carried out by a statutory undertaker;

2.6.5.2. the Owner and the District Council agreed that when the Open Space is transferred to the Management Company the Owner shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owner (in this case not including the owners of the Dwellings or the Registered Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.7. That the Open Space shall be maintained at all times to the reasonable satisfaction of the District Council in a clean and safe condition with all grass regularly mown and tree

hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under Paragraph 1 of this Schedule 4 together with any amendments or details subsequently approved in writing by the District Council.

3. Management Company

3.1. The Owner shall not Occupy or permit the Occupation of any Dwelling until they have:

3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Open Market Unit a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of Open Space and any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement;

3.1.3. agreed not to sell or otherwise deal with any Open Market Unit without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

3.1.4. immediately upon the sale of the first Dwelling to provide the District Council with copies of the Articles and Memorandum of Association of the Management Company, AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company structure scheme;

3.1.6. on approval of the Management Company Structure Scheme the Owner will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Managed Land.

SCHEDULE 5

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:

"Biodiversity Gain Plan"	the plan in the form (or substantially in the form) published by DEFRA attached at Schedule 11 of this Agreement, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with this Schedule 5 of this Agreement such approval not to be unreasonably delayed or withheld;
"BNG Land"	Means the BNG (Offsite) Land and the BNG (Onsite) Land together
"BNG (Offsite) Land"	Means the land hatched blue on the Application Site and BNG Land Plan
"BNG (Onsite) Land"	Means the land edged red on the Application Site and BNG Land Plan
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;
"BNG Monitoring Contribution"	the sum of £4,176.87 (four thousand one hundred and seventy six pounds and eighty seven pence) to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owner to the Council pursuant to this Schedule 5 of this Agreement;
"Breach Notice"	a notice which may be served by the Council on the Owner pursuant to paragraph 4 of Schedule 10 of this Agreement setting out: a) details of the alleged non-compliance with the HMMP (the **"Breach"**); and b) details of the measures to be taken to remediate the Breach; and 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 of this Schedule 5 of this Agreement;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council (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 Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.3 of this Schedule 5 of this Agreement;
"Expert"	Means an expert appointed in accordance with clause 11.3
"Habitat Creation and Enhancement Works"	Means the Habitat Creation and Enhancement Works set out in the HMMP
"HMMP"	Means the habitat management and Maintenance plan submitted to and approved by the District Council in respect of the Development
"Monitoring Report"	the monitoring reports to be issued to the Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development;

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

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);

3.3. 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;

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

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

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

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

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

3.8.1. the proposed amended HMMP;

3.8.2. a statement of reasons for such amendment; and

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

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

3.8.3.2. the continued functioning of the BNG Land 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 in accordance with paragraph 4.1.1

subject to the District Council providing the Owner with a minimum of 5 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. To notify the Council within 20 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**").

5.2. Where a Breach Notice is disputed:

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

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

5.2.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.2.2 (above) within 20 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 Working Days.

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

5.4. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.2.3 within the time limits specified in the Expert's determination.

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

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

5.5.2. 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.

5.6. 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 5.5 (including its sub paragraphs) within 20 Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

5.7. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.6 of this Schedule, the Council shall be entitled to recoup its costs 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 5 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 WSX311221 (or any title created out of that title) or their conveyancer that the provisions of paragraph 6 of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) Pauline Pitchford (2) West Sussex County Council and (3) Horsham District Council dated [~~—~~] ~~August~~ 31 July 2025 have been complied with".

[redacted]

SCHEDULE 6

Air Quality Contribution

1. The Owner covenants with the Council:

1.1 to pay to the Council the Air Quality Contribution before Occupation of the Development.

1.2 Not to allow the Occupation of the Development until the Air Quality Contribution has been paid to the Council.

SCHEDULE 7

Travel Plan

The Owner Covenants with the County Council:

1.1 To pay the County Council the Travel Plan Monitoring Fee Index Linked on Occupation of the Development

1.2 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee

1.3 To submit the Travel Plan for approval prior to Occupation of Development

1.4 Not to Commence Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed

1.5 Upon first Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan

SCHEDULE 8

PROW

1. The Owner covenants with the County Council:

1.1 To pay the Bridleway Contribution to the County Council before Commencement of Development; and

1.2 To pay the Footpath Contribution to the County Council before Commencement of Development.

1.3 Not to cause or allow Commencement of Development to occur before payment to the County Council of the Footpath Contribution and Bridleway Contribution has been made.

1.4 The Footpath Contribution and Bridleway Contribution shall be Index Linked.

1.5 If the Bridleway Contribution and Footpath Contribution is not paid to the County Council on or before the Specified Date to pay to the County Council in addition Interest from the Specified Date until the actual date of payment and any such interest shall be treated as part of the Bridleway Contribution and Footpath Contribution.

SCHEDULE 9

Highway Works Scheme

1. The Owner covenants with the County Council:

1.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.

1.2 Not to commence the proposed Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.

1.3 Once the County Council has approved a Highway Works Scheme (the **"Approved Highway Works Scheme"**) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council.

1.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council.

1.5 Not without the consent of the County Council to allow first Occupation of any Dwelling until such Highway Works have been completed to the satisfaction of the County Council.

SCHEDULE 10

The Council's Covenants

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 Monitoring Contribution"	the sum of £4,176.87 (four thousand one hundred and seventy six pounds and eighty seven pence) to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owner to the Council pursuant to this Schedule 5 of this Agreement;
"Breach Notice"	a notice which may be served by the Council on the Owner pursuant to paragraph 4 of Schedule 10 of this Agreement setting out: c) details of the alleged non-compliance with the HMMP (the **"Breach"**); and d) 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 of this Schedule 5 of this Agreement;
"Expert"	An expert appointed in accordance with Clause 11.3

The Council covenants with the Owner and Developer as follows:

2.Habitat Management and Monitoring Contribution

2.1To use the BNG Monitoring Contribution for its intended purpose and not for any other purpose.

3. Right of Access

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

4. Breach Notice and Step-in Rights

4.1 Where it considers that the Owner and/or Developer are not complying with their obligations under Schedule 5 of this Agreement, and the Council intends to take steps to remedy the Breach, to serve a Breach Notice.

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

4.3 Where the Owner and/or Developer does not comply with the time limits specified in the Breach Notice or the Expert's determination (or as otherwise agreed), undertake the

requirements imposed on the Owner and/or Developer as set out in the Breach Notice or Expert's determination and the Council exercises its step-in rights, the Council will:

4.3.1 provide a minimum of 21 (twenty-one) days' notice that it, its agents, and contractors with or without workmen and equipment will enter the Application and BNG Site;

4.3.2 comply with the reasonable health and safety requirements of the Owner and/or Developer;

4.3.3 promptly repair any damage caused by exercising the step-in rights under this paragraph; and

4.3.4 issue to the Owner and/or Developer a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

SCHEDULE 11

DEFRA Biodiversity Gain Plan template

Department
for Environment
Food & Rural Affairs

Biodiversity gain plan

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

When to use this form

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

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

1. Submission details

1.1 Date

For example, 3/11/2023

1.2 Planning application reference number

1.3 Local planning authority (LPA)

1.4 Development site address

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

1.5 Describe the development

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

2. Developer details

2.1 Applicant name

2.2 Company name

2.3 Address

2.4 Email address

2.5 Telephone number

2.6 Declaration

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

2.7 Signature

2.8 Date

3. Responsible person details

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

3.1 Name

3.2 Company name

3.3 Address

3.4 Email address

3.5 Telephone number

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

3.7 Signature

3.8 Date

4. Biodiversity net gain strategy

4.1 Is the relevant date for the pre-development biodiversity value the same date as the planning application?
☐ Yes
☐ No

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

4.3 How have you met the guidance on 'what counts towards your BNG'?
Find out what you can count towards a development's BNG

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

4.5 Did you use your local nature recovery strategy to inform the strategic significance of habitats?
This includes other specified strategies if you do not have a local nature recovery strategy.
☐ Yes
☐ No

4.6 How will you achieve the target net gain percentage?
☐ On-site
☐ Off-site
☐ Both

4.7 Are any of your on-site enhancements considered 'significant'?
Find out what counts as a significant on-site enhancement.
☐ Yes
☐ No

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

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

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

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

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

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

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

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

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

4.17 Post-development habitat map or landscape plan
Send your post-development habitat survey report and map to the LPA. Enter the file name.

4.18 Have you included an approved habitat degradation in the baseline?
If yes, include the relevant consenting body and reference number.

☐ Yes
☐ No

Consenting body

Reference number

5. Irreplaceable habitats

5.1 Does the development impact any irreplaceable habitats?
If yes, tell us if you've submitted an approved compensation plan.

☐ Yes
☐ No

5.2 Have you submitted an approved compensation plan?

☐ Yes
☐ No

6. On-site habitat enhancements

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

6.1 Survey date
For example, 3/11/2023

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

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

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

☐ Yes
☐ No

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

7. Off-site habitat enhancements

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

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

7.2 Biodiversity gain site register reference number

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

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Number of area habitat biodiversity units

Number of hedgerow biodiversity units

Number of watercourse biodiversity units

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

Area habitat biodiversity units

Area habitat biodiversity units % change

Hedgerow biodiversity units

Hedgerow biodiversity units % change

Watercourse biodiversity units

Watercourse biodiversity units % change

8. Statutory biodiversity credits

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

8.1 Do you need to use statutory biodiversity credits?

☐ Yes
☐ No

8.2 How many statutory biodiversity credits do you need?

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

A1

A2

A3

A4

A5

H

W

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

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

8.4 Proof of purchase

Send proof of purchase and enter the reference number.

9. Trading summary

9.1 Distinctiveness group

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

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

Very high

High

Medium

Low

10. Sharing data (optional)

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

☐ Yes
☐ No

ANNEX 1

Travel Plan Statement

Travel plan statement titled "Land at Glayde Farm Lower Beeding Framework Travel Plan Statement"

Land at Glayde Farm, Lower Beeding

Framework Travel Plan Statement

Client: Elivia Homes Eastern

i-Transport Ref: TW/AJ/ITL16722-004D

Date: 07 February 2025

i-Transport – Basingstoke | Manchester | London | Leeds | Solent
www.i-transport.co.uk

Land at Glayde Farm, Lower Beeding

Framework Travel Plan

Client: Elivia Homes Eastern

i-Transport Ref: TW/AJ/ITL16722-004D

Date: 07 February 2025

i-Transport LLP
33 Queen Street
London
EC4R 1AP

Tel: 0204 531 3660

www.i-transport.co.uk

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Quality Management

Report No.	Comments	Date	Author	Authorised
ITL16722-004	Client Draft	09/10/2024	AH/MD	TW
ITL16722-004A	Issue	29/10/2024	AH/MD	TW
ITL16722-004B	Issue – minor updates	5/11/2024	AH/MD	TW
ITL16722-004C	Issue – minor updates	5/02/2025	AJ/DW	TW
ITL16722-004C	Issue – minor updates	5/02/2025	AJ/DW	TW

File Ref: L:\PROJECTS\16000 SERIES\16722 - Land North of Handcross Road, Lower Beeding\Admin\Report and Tech Notes\ITL16722-004D Framework Travel Plan Statement.docx

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Figure

FIGURE 1	Site Location Plan
FIGURE 2	Walking Catcment Plan
FIGURE 3	Cycling Catchment Plan

Appendices

APPENDIX A.	Example Residents Travel Questionnaire

SECTION 1 Introduction

1.1 Background

1.1.1 Elivia Homes Eastern has appointed i-Transport LLP to provide highways and transport advice with regards to their site to the north of Handcross Road, Lower Beeding. Elivia Homes Eastern are seeking planning permission for the construction of 30 residential dwellings. This Framework Travel Plan Statement (FTPS) supports a submission for the following:

> ***"Full planning application for the development of 30 no. residential units including appearance, landscaping, layout, scale and access with associated open space, earthworks, drainage and all other associated infrastructure".***

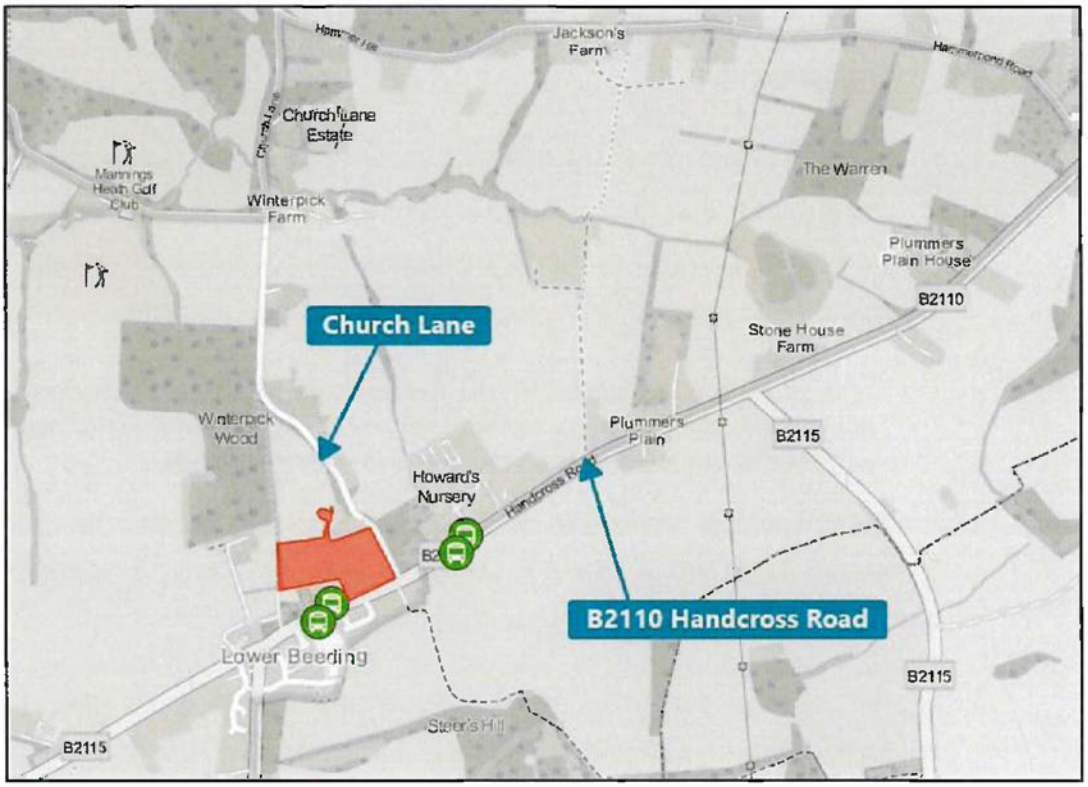
1.1.2 The site is located within the village of Lower Beeding, south-east of Horsham. The site is located within the local planning authority of Horsham District Council (HDC), and West Sussex County Council (WSCC) are the local highway authority.

1.1.3 The primary purpose of this FTPS is to identify opportunities for the effective promotion and delivery of sustainable transport measures and initiatives e.g. walking, cycling, public transport, EV use and to reduce the demand for travel by less sustainable modes. These opportunities, as well as the framework targets and measures identified in Sections 4, 5 and 6, will be used to inform the production of the final Travel Plan Statement for the development.

1.2 Site Location

1.2.1 The site is located to the north of Handcross Road and west of Church Lane. A site location plan is presented in Figure 1, with an extract at **Image 1.1.**

Image 1.1: Site Location Plan



1.3 National Policy

1.3.1 The National Planning Policy Framework (NPPF) sets the policy background for the development of Travel Plans. Paragraph 113 states that all developments that will generate significant amounts of movement should be required to provide a Travel Plan. A Travel Plan supports sustainable travel objectives including the need to reduce the use of the private car (particularly for single occupancy journeys) and measures to promote walking, cycling and public transport use as alternatives to the private car.

1.3.2 Furthermore, one of the key transport tests set out at Paragraph 110 relates to the promotion of sustainable transport modes. It is therefore apparent that Travel Plans remain a key tool in ensuring sustainable development through the promotion and uptake of sustainable modes.

1.3.3 The web-based National Planning Practice Guidance (NPPG) brings together planning guidance for England across all disciplines in an accessible way. It also provides a clear link between guidance and the aims and objectives of the NPPF. The NPPG sets out the importance and requirements for Travel Plans and states:

"The primary purpose of a Travel Plan is to identify opportunities for the effective promotion and delivery of sustainable transport initiatives e.g. walking, cycling, public transport and tele-commuting, in connection with both proposed and existing developments and through this to thereby reduce the demand for travel by less sustainable modes."

1.4 Scope of Framework Travel Plan

1.4.1 This FTP has been developed in line with WSCC's Development Travel Plan Policy guidance and presents a comprehensive strategy to encourage sustainable travel at the development and in the wider area. This updated version of the Travel Plan incorporates comments from WSCC, including:

- The details of a nominated Travel Plan Coordinator;
- A commitment to approaching local businesses to examine the potential to work together to encourage sustainable trips; and
- An upgraded commitment to providing a residents' travel information pack (including a £150 travel voucher for the first occupier of each home).

1.4.2 The FTP should be read with the Transport Statement for the site (*i-Transport report reference: ITL16722-002*) and the subsequent Transport Statement Addendum (report reference ITL16722-006R). This FTPS will be used as a basis to develop a full and detailed Travel Plan Statement (TPS).

1.5 Structure of Framework Travel Plan

1.5.1 The remainder of this FTP is structured as follows:

- Section 2 – Aims and Objectives;
- Section 3 -Existing Transport Conditions;
- Section 4 – Targets;
- Section 5 – Site Layout and Infrastructure Measures;
- Section 6 – Soft Measures;
- Section 7 – Management and Implementation;
- Section 8 – Monitoring and Review; and
- Section 9 – Action Plan.

SECTION 2 Aims and Objectives

2.1 Aims

2.1.1 The aim of the FTPS is to promote sustainable travel alternatives. This is realised via a number of measures aimed at reducing reliance on the private car, in line with national and local government policy. The headline aims for the plan are as follows:

- To reduce the need to travel;
- To reduce the number of single occupancy car journeys to and from the site;
- To improve accessibility to the site by non-car modes of transport;
- Promoting healthy lifestyles, accessible environments, sustainable, and vibrant communities, through the promotion of sustainable travel modes; and
- Minimise the impact of traffic-related activities (noise, pollution, parking and congestion) on the local highway network.

2.2 Objectives

2.2.1 The objectives of this FTPS are to:

a Support a range of sustainable transport measures to provide future residents with options for travel to and from the site;

b To develop an awareness of the options for sustainable travel to and from the site amongst residents;

c To promote car sharing, walking, cycling and public transport and safe, efficient, affordable alternatives to the private car and highlight the health and environmental benefits of using sustainable travel modes;

d To manage car parking demand across the development; and

e To minimise impacts of car-based travel to the site on the local and strategic highway network and environment.

2.3 Benefits

2.3.1 The development of the FTPS will have a number of benefits for the residents occupying the development, the local community and the surrounding environment.

Benefits to Residents

2.3.2 The FTP will offer the following benefits to residents occupying the development:

- Improved health and fitness through increased levels of walking and cycling;
- Increased travel flexibility offered through travel choices;
- The social aspects of sharing transport with others; and
- A better environment within the site and the surrounding areas as vehicular movements are minimised and EV use promoted.

Benefits for the Local Community and Environment

2.3.3 A reduction in the number of car journeys to and from the site (over what might be expected without a Travel Plan) will result in beneficial impacts on the operation of the local highway network, reducing the local vehicular pollution levels and contributing to both local air quality management and national climate change reduction targets.

2.3.4 Overall, it is anticipated that the FTPS, in combination with the measures to promote sustainable modes of transport, will result in benefitting future residents and the wider community in the local area.

SECTION 3 Existing Transport Conditions

3.1 Introduction

3.1.1 This section of the FTPS sets out the existing local travel patterns and describes the existing accessibility of the site by walking, cycling and public transport.

3.2 Opportunities for Walking and Cycling

3.2.1 There is an existing footway on the northern side of Handcross Road along the site frontage. This footway provides a direct connection into the centre of Lower Beeding, as well as the eastbound bus stop. Footways are also provided along the southern side of Handcross Road (connecting into the centre of Lower Beeding), with a formal, uncontrolled pedestrian crossing provided on Handcross Road circa 260m west of the site (outside of the Church).

Walking and Cycling Catchments

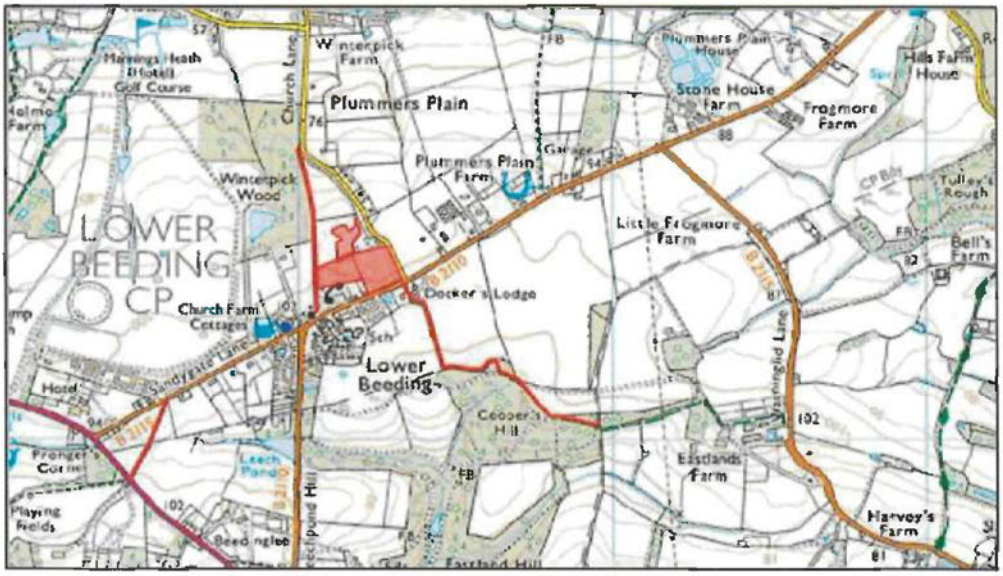
3.2.2 Local walking isochrones from the site (based on a 1,600m walking catchment) are provided in **Figure 2** and local cycling isochrones from the site (based on a 5km cycle catchment) are provided in **Figure 3**.

3.2.3 The walking and cycling isochrones illustrate that the local areas of Lower Beeding, Mannings Heath and Crabtree are all located within a reasonable walking or cycling distance from the site.

Public Rights of Way

3.2.4 The Public Right of Way (PRoW) Footpath 1709 runs along the western boundary of the site, providing a route from Handcross Road to Church Lane. There is an additional Footpath routing south of Handcross Road towards Eastland Farm. These two routes are shown in **Image 3.1.**

Image 3.1: PROW



Source: WSCC iMAP

3.3 Public Transport

Bus

3.3.1 A pair of bus stops are located on Handcross Road, circa 140m from the centre of the site frontage. The westbound stop features a bus shelter with timetable information whilst the eastbound bus stop does not provide any infrastructure.

3.3.2 The bus stops provide access to three local services, serving destinations such as Horsham, Cuckfield, Haywards Heath and Pease Pottage. A summary of the bus services provided at the bus stops, including their average weekday frequencies, is provided in Table 3.1.

Table 3.1: Bus Service Summary – Handcross Road

Service	Route	Weekdays	Weekends
1	Balcombe – Handcross – Horsham	1 per day (Mondays only)	-
4	Pease Pottage – Handcross - Horsham	1 per day (Fridays only)	-
89	Horsham – Princess Royal Hospital / Franklands – Haywards Heath	5 per day (between 0800-1700)	-

Source: Bustimes.org

3.3.3 The average bus journey time from Lower Beeding towards Horsham is 20 minutes, and a circa 30-minute journey towards Haywards Heath. From Horsham and Haywards Heath, passengers are able to access onward public transport services (including access to the local railway stations and a wider network of bus services), as well as local facilities and destinations within these two destinations.

Rail

3.3.4 The closest rail station to the site is Horsham, which is located 5.5km north of the site and can be accessed via a 20-minute journey on the 89 bus service. The station is managed by Southern railway and provides access to services to London Victoria (three per hour), Peterborough (two per hour), Gatwick Airport (two per hour), Bognor Regis (two per hour) and Portsmouth Harbour (two per hour).

3.3.5 The station provides step free access to all platforms, as well as 220 car parking spaces and 253 cycle parking spaces.

3.4 Local Highway Network

Handcross Road

1.1.1 Handcross Road is a single carriageway road, subject to a 30mph speed limit along the site frontage, with no parking restrictions along the carriageway. The road provides a route through Lower Beeding and out towards the A23 in the east and towards Horsham as Sandygate Lane to the A24, A281 and A272 in the west.

1.1.2 To the west of the site, inset parking is provided along the southern side of carriageway for approximately five vehicles.

Sandygate Lane

3.4.1 Handcross Road meets Sandygate Lane at a priority junction. Sandygate Lane is a single carriageway road, subject to the national speed limit, an provides a route westbound from the centre of Lower Beeding to the A281.

Church Lane

1.1.3 Church Lane routes along the site's eastern boundary and connects to Handcross Lane via a priority junction. It is a rural land with no road markings and subject to the national speed limit.

It is restricted to vehicles wider than 6ft 6inches, except for access. It provides a route towards Mannings Heath.

3.5 Travel by Non-Car Modes

3.5.1 In order to consider the potential for trips to be made by walking, cycling and public transport, consideration is given to the distances people are likely to travel using these modes. The distances considered a reasonable walking and cycling distance from the site has been taken from National Travel Survey data which sets out:

- The vast majority (80%) of trips are undertaken on foot for journeys up to one mile (1.6km);
- Approximately 31% of journeys between 1 and 2 miles (3.2km) will be on foot; and
- With regards to cycling, 3 miles (5km) represents a reasonable everyday cycle distance, with 5 miles (8km) being a likely everyday upper distance.

Key Destinations

3.5.2 The primary destinations for future residents of the proposed development within the local area are listed in Table 3.2.

Table 3.2: Summary of Local Facilities

Destination	Approx. Distance from Site Access	Walking Time	Cycling Time
Education			
Rabbit Patch Day Nursery	200m	2	1
Holy Trinity CofE Primary School	550m	7	2
Lower Beeding Day Nursery and Pre-School	1,100m	13	4
Leisure			
Holy Trinity Church	250m	2	1
The Plough Pub	300m	4	1
Dance School	350m	4	1
Comptons Tennis Club	950m	11	4
Lower Beeding Village Hall	1,100m	13	4
Leonardslee Lakes And Gardens	1,500m	18	6

Source: Consultant's Estimates

Key:



3.5.3 Table 3.3 illustrates there are a number of everyday services within Lower Beeding for future residents to access by walking and cycling. Further, the Figure 3 demonstrates the site is located within a reasonable cycle catchment of other local centres within the district.

SECTION 4 Targets

4.1 Overview

4.1.1 The key aim of the FTP is to reduce single occupancy car use for travel to the site by future residents and to support travel by sustainable modes. Targets are the measurable goals through which the progress of the Travel Plan can be assessed against the objectives.

4.2 Targets

4.2.1 In accordance with WSCC's Travel Plan Guidance the following targets have been set:

- **Target 1** – To reduce the number of trips generated by vehicles to/from the site across a 12-hour period by 10% from the baseline position over a five-year period;
- **Target 2** – To increase the proportion of sustainable travel trips to/from the site across a 12-hour period by 10% from the baseline position over a five-year period; and
- **Target 3** – To achieve a 75% (minimum) awareness of the Travel Plan.

4.2.2 These targets follow the SMART principle (specific, measurable, adjustable, realistic, time-based) and focus on reducing the traffic generation of the site as a whole and encouraging residents to travel by more sustainable modes.

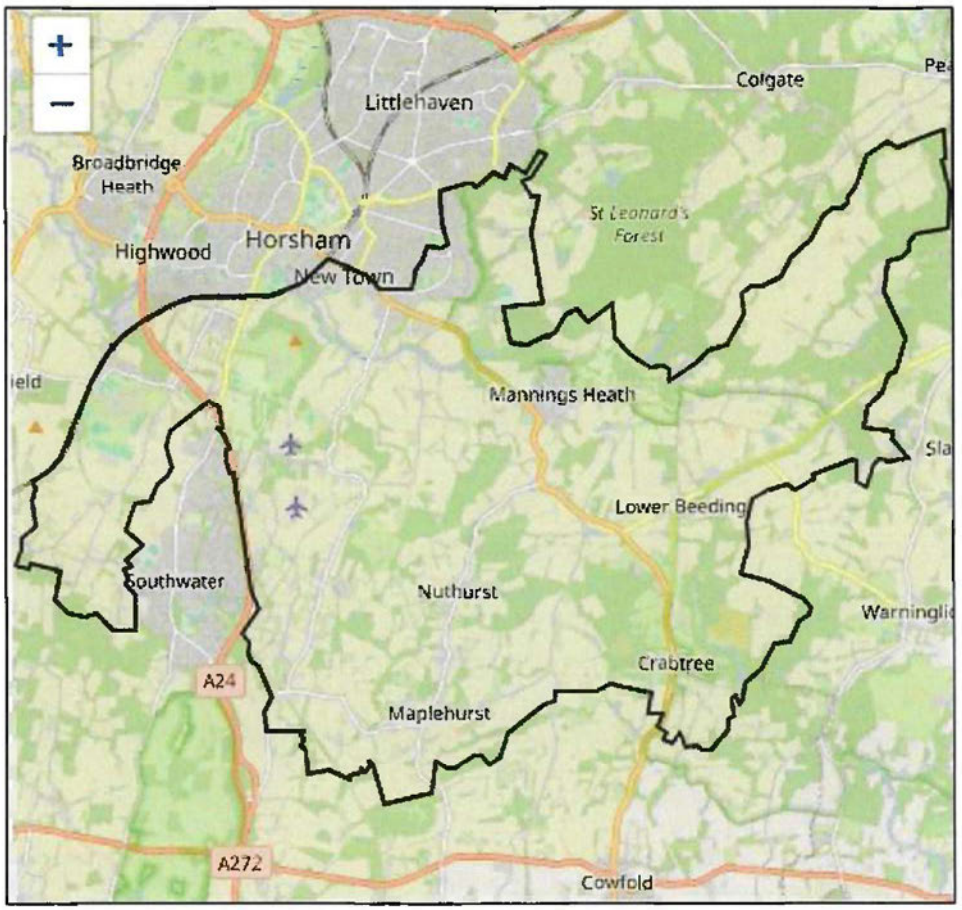
4.2.3 The aim is to achieve these targets within five years of the first occupation.

4.3 Baseline Position and Interim Targets

4.3.1 For the purpose of this FTPS, the baseline modal split is based on the Travel to Work data obtained from the 2011[1] Census. The site is located within the Census Middle Super Output Areas (MSOA) 'Horsham 008'. This MSOA covers a large area, covering a number of smaller villages and rural settlements including Lower Beeding, Mannings Heath and Maplehurst. The MSOA boundary is shown in **Image 4.1**.

[1] The 2011 dataset has been used, rather than the 2021 data, as this was collected during the Covid Pandemic.

Image 4.1: Horsham 008 MSOA



Source: Nomis

4.3.2 It is likely that future residents may demonstrate similar travel patterns to existing residents in the area. As such, the travel to work data, from the MSOA Horsham 008 has been reviewed and the local travel patterns of existing residents in this MSOA has been undertaken as most comparable to future residents of this site.

4.3.3 The method of travel to work data has been extracted from the Census for residents in the local MSOA and is summarised in Table 4.1.

Table 4.1: Method of Travel to Work

Mode	Horsham 008	
	Count	%
Driving a Car or Van	2,390	67%
On Foot	465	13%
Train	371	10%
Passenger in a Car or Van	128	4%

Mode	Horsham 008	
	Count	%
Bicycle	103	3%
Bus, Minibus, Coach	39	1%
Other	30	1%
Underground	10	0%
Motorcycle, scooter	9	0%
Taxi	1	0%
Total	**3,546**	**100%**

4.3.4 The mode share targets (based on the method of travel to work for existing residents across the MSOA) is summarised in Table 4.2.

Table 4.2: Interim Targets

Mode	Baseline (Census)	Year 1	Year 3	Year 5
Vehicle Trips	72%	68%	68%	65%
Sustainable Travel Trips[1]	28%	32%	32%	35%

Source: Consultant's Estimates

1: Includes walking, cycling and public transport trips.

4.3.5 The interim targets, outlined in Table 4.2, demonstrate the site will seek to reduce the proportion of vehicle trips at the site from 72% to 65% over a five-year period. In the same period, the proportion of sustainable trips will seek to increase from 28% to 35%. These targets will be reviewed following the initial baseline survey (see Section 7).

SECTION 5 Site Layout and Infrastructure Measures

5.1 Introduction

5.1.1 This section describes the on and off-site infrastructure measures which will encourage residents to travel via sustainable modes.

5.2 On-Site Infrastructure

5.2.1 Section 5 of the TS sets out that the proposed development will provide the following on-site infrastructure measures to promote and support walking and cycling trips:

- Provision of footways throughout the site, connecting with the existing PRoWs and provision on Handcross Road;
- Design of the internal network to include shared surfaces and private drives which promote walking and cycling;
- Internal design of the site to promote slow speeds (with a 20mph design speed limit) and encourage and support on-carriageway cycling;
- Provision of cycle parking for all new dwellings. These will be provided in dedicated, secure cycle storage in back gardens; and
- A landscaping strategy which promotes and encourages a nicer environment for those travelling on foot or by bike.

Parking

5.2.2 The proposed development will also provide the following parking infrastructure:

- Car and cycle parking in line with local guidance for all units;
- Provision of electric vehicle charging facilities for all dwellings;
- Provision of secure cycle storage facilities for all dwellings

5.3 Off-Site Infrastructure

5.3.1 The development proposes a range of local active travel improvements along Handcross Road which will support active travel trips within Lower Beeding for both future and existing residents. It is proposed that the development will support the delivery of the following:

- A widened footway along the site's western frontage to 2.0m;
- A new pedestrian crossing facility on Handcross Road, to the west of the site access (to enhance access between the site and Lower Beeding village centre and westbound bus stop);
- A new pedestrian crossing facility on Handcross Road, to the east of the site access (to enhance access between the site and the Bridleway 2832); and
- Upgraded pedestrian crossing facilities on either side of Handcross Road on the main pedestrian walking route towards the village centre, situated at Fir Tree Close and at the Church access on Handcross Road.

SECTION 6 Soft Measures

6.1 Introduction

6.1.1 This section of the FTPS describes the non-infrastructure or 'soft' Travel Plan measures that will be developed and promoted for the residents of the new development.

6.2 Soft Measures

6.2.1 The proposal will promote sustainable travel opportunities through the following soft measures:

- New residents will receive a resident's travel information pack that provides local information on the walking, cycling and public transport services upon purchase of their new home from the sales team and sales packages. The travel information pack will include a leaflet about the sustainability credentials of the development and staff will highlight the presence of the Travel Plan Statement. The leaflet will also include:
  - Details regarding local walking and cycling routes (including PRoWs and the local services and facilities available within Lower Beeding);
  - Information on local car share schemes;
  - Details on how to access local public transport timetable information;
  - Information on journey planning websites such as Traveline, Nextbuses, and WSCC cycle journey planner.
  - Details of a £150 sustainable travel voucher (detailed further below).
- The Travel Plan Coordinator (TPC – outlined further below) will organise for the initial sales pack to include a £150 voucher for every household (first owner of each dwelling only). Residents will be able to choose to spend their voucher on a menu of incentives such as bus or rail season tickets or network cards, bikeability training, 12-months car club membership or a contribution towards cycle equipment.
- Within one month of first occupation of the development site, residents will be provided with a letter/leaflet informing them about the TPS; and
- Details regarding the provision of broadband access to enable easy access to local home delivery services and home working will be provided upon purchase.

SECTION 7 Monitoring and Review

7.1 Overview

7.1.1 The TPS will be monitored for a period of five years. Initial baseline surveys will be undertaken within six months of first occupation or following 50% occupation (whichever is first) and annually thereafter. The surveys will then be used to revise the travel mode share/targets (if and where required).

7.2 Types of Survey

7.2.1 The site management company will arrange travel survey questionnaires to be issued to all residents which will include questions such as usual mode of travel and average number of trips per day per household.

7.2.2 The travel survey questionnaires will be issued to all residents and will be used to inform the mode share patterns and assess the site against the targets (see Table 4.2).

7.2.3 An example of the likely residents' travel survey questionnaire is provided at **Appendix A**.

7.3 Delivery

7.3.1 The delivery of the TPS will be enforced through a S106 legal agreement which also specifies the monitoring fee (£1,635).

SECTION 8 Travel Plan Management

8.1.1 This section of the report describes the framework through which measures will be implemented and managed.

8.2 Travel Plan Co-Ordinator

8.2.1 Elivia Homes will appoint a final Travel Plan Co-ordinator for the site to oversee the implementation and monitoring of the measures when this Framework Travel Plan Statement is worked up into the final Travel Plan Statement. Final contact details will be supplied to WSCC at this point. In the interim, the Travel Plan Process will be overseen by the following individual on behalf of the applicant, Elivia Homes:

- Name: **David Webb**
- Role: **Principal Consultant**
- Contact E-mail: [redacted]

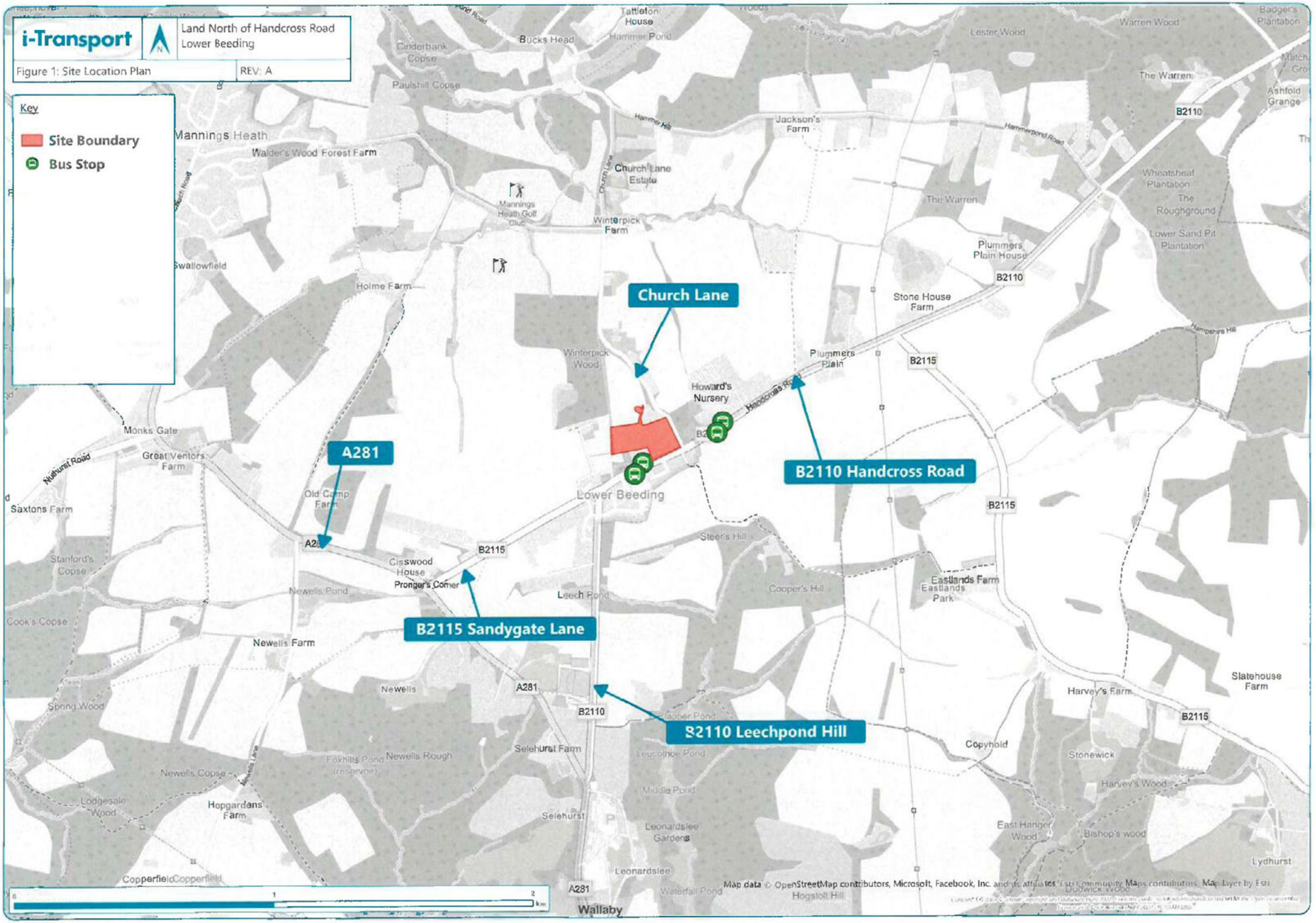
8.3 Role of Travel Plan Co-ordinator

8.3.1 The role of the Travel Plan Co-ordinator will be as follows:

- To manage the day-to-day delivery of the measures outlined in the TP;
- To market the Travel Plan to encourage interest and involvement of residents;
- To maintain a good level of knowledge of transport opportunities in the vicinity of the site;
- To liaise with local public transport operators regarding travel information and schemes to encourage modal shift (such as 'taster tickets', tailored travel information or discounted travel);
- To approach neighbouring businesses within Lower Beeding to examine the potential to work together to encourage car sharing and walking/cycling buddy schemes;
- To liaise with local schools regarding creating links and promoting active travel modes;
- To promote national awareness events, such as Bike Week, Walk to School Week, Catch the Bus Week, European Mobility Week (inc. Car Free Day), Liftshare Week or Walk to School Week;

- To organise the monitoring of the TP, as outlined in Section 7; and
- To provide monitoring and feedback to residents and liaise with the local authority as necessary.

FIGURES


i-Transport
Land North of Handcross Road
Lower Beeding
Figure 1: Site Location Plan
REV: A
Key
Site Boundary
Bus Stop
Church Lane
A281
B2110 Handcross Road
B2115 Sandygate Lane
B2110 Leechpond Hill
Lower Beeding
Mannings Heath
Tattleton House
Bucks Head
Hammer Pond
Cinderbank Copse
Paulshill Copse
Walder's Wood Forest Farm
Jackson's Farm
Church Lane Estate
Mannings Heath Golf Club
Winterpick Farm
Winterpick Wood
Lester Wood
Warren Wood
The Warren
Wheatsheaf Plantation
The Roughground
Lower Sand Pit Plantation
Plummers Plain House
Stone House Farm
Plummers Plain
Howard's Nursery
Holme Farm
Swallowfield
Monks Gate
Great Ventors Farm
Saxtons Farm
Old Camp Farm
Cisswood House
Pronger's Corner
Newells Pond
Leech Pond
Steer's Hill
Cooper's Hill
Eastlands Farm
Eastlands Park
Stanford's Copse
Cook's Copse
Newells Farm
Newells
Spring Wood
Foxhills Pond (reservoir)
Newells Rough
Newells Copse
Lodgesale Wood
Hopgardens Farm
Selehurst Farm
Selehurst
Leechpool Pond
Middle Pond
Leonardslee Gardens
Leonardslee
Waterfall Pond
Hogstolt Hill
Wallaby
Copperfield
Harvey's Farm
Harvey's Wood
Copyhold
Stonewick
East Hanger Wood
Bishop's wood
Slatehouse Farm
Lydhurst
Badger's Plantation
Ashfold Grange
B2110
B2115
A281
Nuthurst Road
Hammerpond Road
Hampshire Hill
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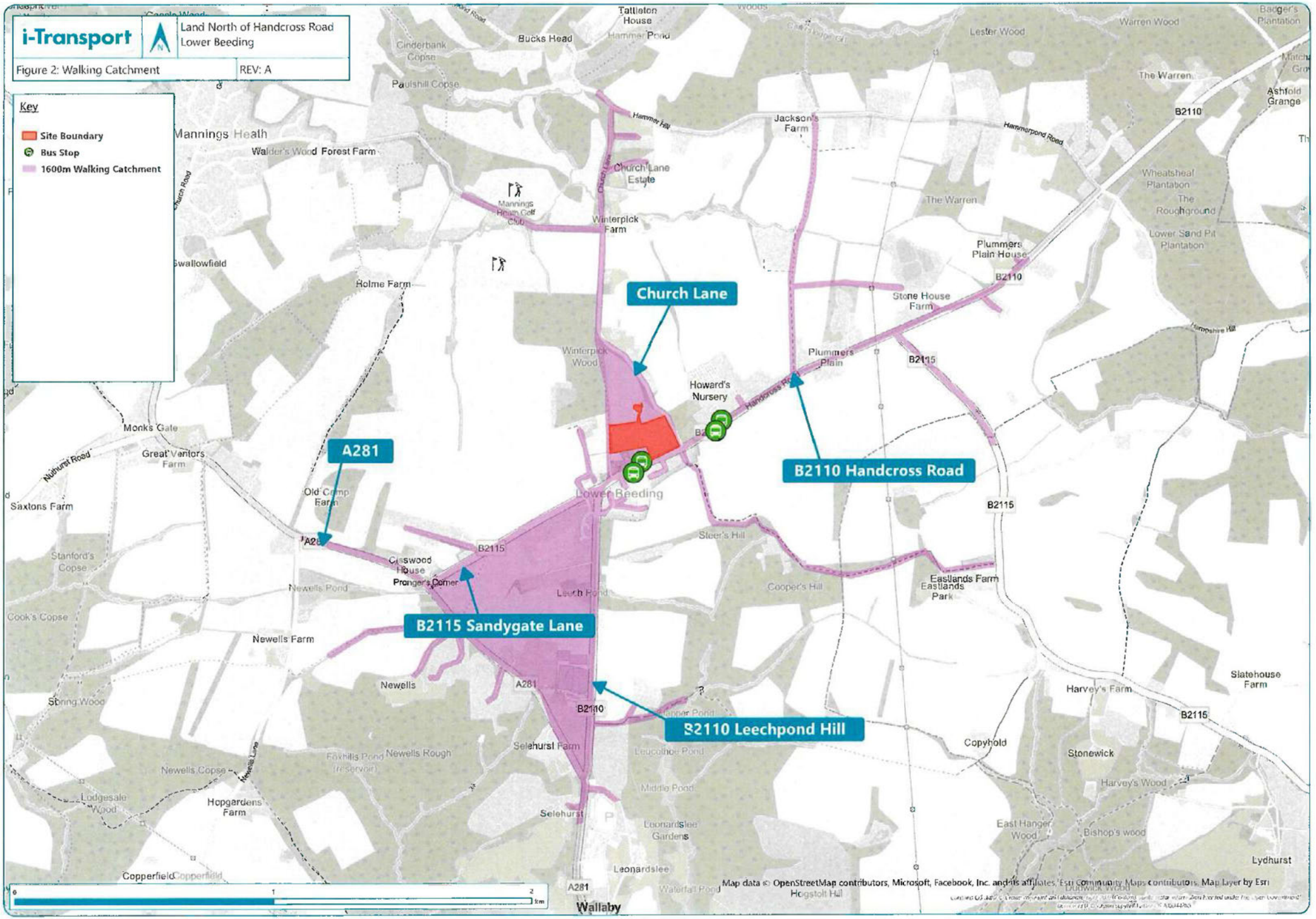
i-Transport
Land North of Handcross Road
Lower Beeding
Figure 2: Walking Catchment
REV: A
Key
Site Boundary
Bus Stop
1600m Walking Catchment
Church Lane
A281
B2110 Handcross Road
B2115 Sandygate Lane
B2110 Leechpond Hill
Lower Beeding
Mannings Heath
Tattleton House
Bucks Head
Hammer Pond
Cinderbank Copse
Paulshill Copse
Jackson's Farm
Hammerpond Road
Church Lane Estate
Mannings Heath Golf Club
Winterpick Farm
Winterpick Wood
Howard's Nursery
Holme Farm
Swallowfield
Monks Gate
Great Ventors Farm
Saxtons Farm
Old Camp Farm
Crosswood House
Pronger's Corner
Newells Pond
Leech Pond
Stanford's Copse
Cook's Copse
Newells Farm
Newells
Spring Wood
Foxhills Pond (reservoir)
Newells Rough
Newells Copse
Lodgesale Wood
Hopgardens Farm
Selehurst Farm
Selehurst
Leucothoe Pond
Middle Pond
Leonardslee Gardens
Leonardslee
Waterfall Pond
Copperfield
Wallaby
Hogstolt Hill
Steer's Hill
Cooper's Hill
Eastlands Farm
Eastlands Park
Plummers Plain House
Plummers Plain
Stone House Farm
Lester Wood
Warren Wood
The Warren
Wheatsheaf Plantation
The Roughground
Lower Sand Pit Plantation
Ashfold Grange
Badger's Plantation
Harvey's Farm
Slatehouse Farm
Copyhold
Stonewick
Harvey's Wood
East Hanger Wood
Bishop's wood
Lydhurst
B2110
B2115
A281
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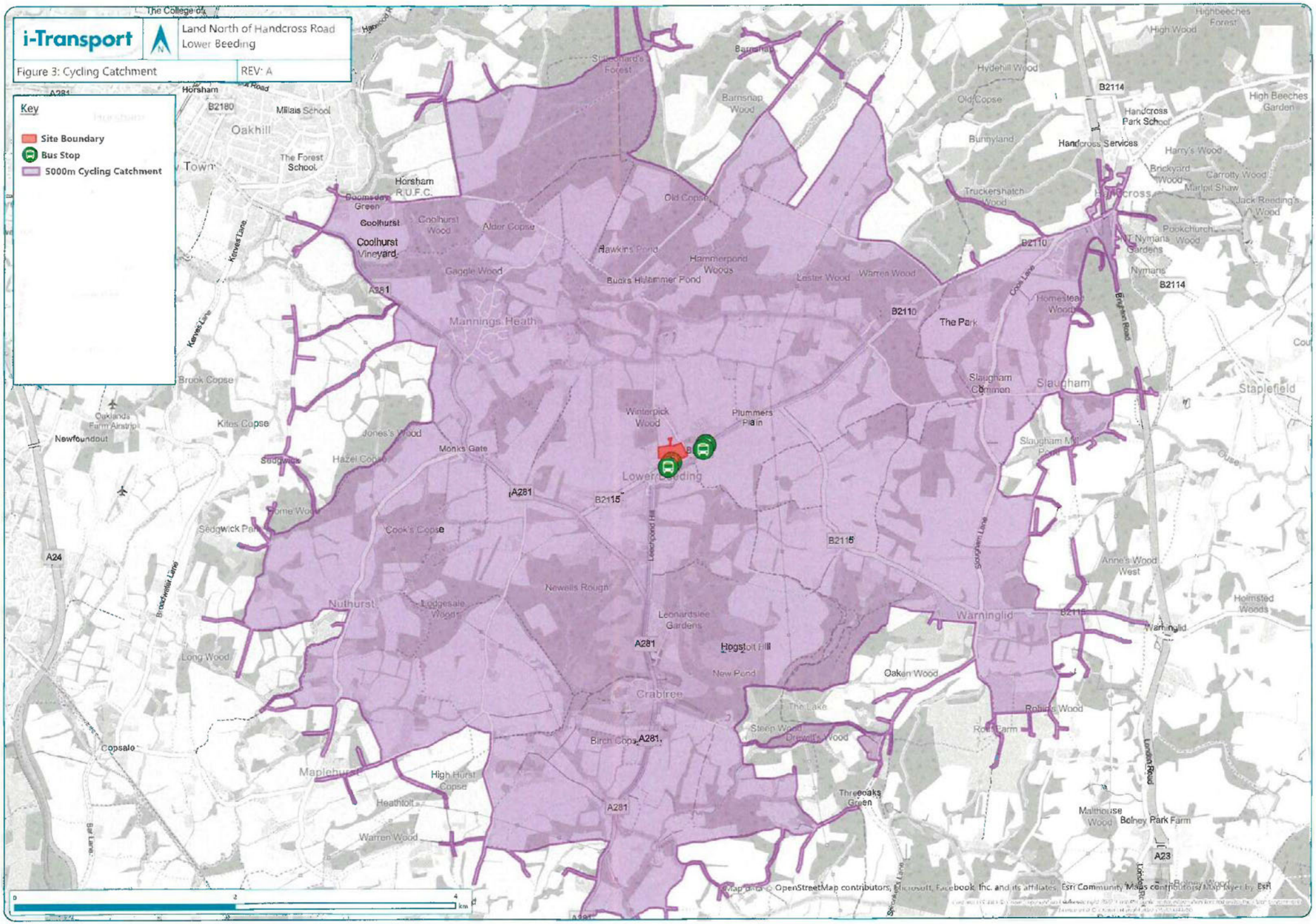
i-Transport
Land North of Handcross Road
Lower Beeding
Figure 3: Cycling Catchment
REV: A
Key
Site Boundary
Bus Stop
5000m Cycling Catchment
Horsham
Oakhill
Town
Millais School
The Forest School
Horsham R.U.F.C.
Doomsday Green
Coolhurst
Coolhurst Vineyard
Coolhurst Wood
Alder Copse
Kerves Lane
Gaggle Wood
Hawkins Pond
Hammerpond Woods
Bucks Hammer Pond
Old Copse
Mannings Heath
A281
Brook Copse
Oaklands Farm Airstrip
Newfoundout
Kites Copse
Jones's Wood
Monks Gate
Sedgwick
Hazel Copse
Sedgwick Park
Cook's Copse
A24
Broadwater Lane
Nuthurst
Lodgesale Wood
Long Wood
Copsale
Maplehurst
High Hurst Copse
Heathtolt
Warren Wood
Barns Lane
Winterpick Wood
Plummers Plain
Lower Beeding
B2115
Leechpond Hill
Newells Rough
Leonardslee Gardens
Hogstoll Hill
New Pond
Crabtree
Birch Copse
Threecoaks Green
Barnsnap Wood
Barnsnap
Stillingfleet's Forest
Hydehill Wood
Old Copse
Bunnyland
Handcross Services
B2114
Handcross Park School
High Beeches Garden
Highbeeches Forest
High Wood
Harry's Wood
Brickyard Wood
Carrotty Wood
Marlpit Shaw
Jack Reading's Wood
Truckershatch Wood
Handcross
Pookchurch Wood
St Nymans Gardens
Nymans
B2110
Lester Wood
Warren Wood
Cross Lane
Homestead Wood
Brighton Road
The Park
Slaugham Common
Slaugham
Slaugham Mill Pond
Staplefield
Cuse
Slaugham Lane
Anne's Wood West
Holmsted Woods
Warninglid
Oaken Wood
The Lake
Steep Wood
Dromells Wood
Robins Wood
Roll Farm
London Road
Malthouse Wood
Balney Park Farm
A23
Balney Wood
0
2
4
km
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APPENDIX A. Example Residents Travel Questionnaire

Example: Travel Survey Questionnaire

1. Does your household own a car?
2. How do you most frequently travel to and from your home for the following activities?
    a. Work/business – walk/cycle/bus/train/car share/taxi/motorcycle/ other
    b. Shopping/leisure – walk/cycle/bus/train/car share/taxi/motorcycle/ other
    c. Education – walk/cycle/bus/train/car share/taxi/motorcycle/ other
3. How many trips do you make off-site the development during a typical weekday?
4. How many trips do you make off-site the development during a typical weekend?
5. Do you know about the development's Travel Plan and targets?



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