

Dated _____ 2026

1. SECRETARY OF STATE FOR EDUCATION
2. BOHUNT EDUCATION TRUST
3. WEST SUSSEX COUNTY COUNCIL
4. HORSHAM DISTRICT COUNCIL
5. TRUSTEES OF THE STEYNING GRAMMAR SCHOOL FOUNDATION

Commented [SW1]: If this is the same body as the Trust then this can be subsumed into 3.

Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

In relation to :-

Commented [SW2]: As per the title.

- Land at Steyning Grammar School, Shooting Field, Steyning, West Sussex;
- Steyning Grammar School, Shooting Field, Steyning, West Sussex;
- Land lying to the west of St Andrew's Church of England Primary School, Shooting Field, Steyning, West Sussex;
- School House, Shooting Field, Steyning, West Sussex

THIS AGREEMENT is made the day of2026

BETWEEN:

- (1) **SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Developer**"); and
- (2) **BOHUNT EDUCATION TRUST (Co. Regn. No. 07535642)** of Longmoor road, Liphook, Hampshire, GU30 7NY (the "**Lessee**"); and
- (3) **The Trustees of Steyning Grammar School Foundation** of Upper School, Shooting Field, Steyning BN44 3RX (the "**Trustees of Steyning Grammar Schools**")
- (4) **WEST SUSSEX COUNTY COUNCIL** (the "**County Council**"); and
- (5) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham West Sussex RH12 2GB ("**the District Council**")

Commented [SW3]: Please can you reconsider what statutory power the DoE is relying upon to enter into this agreement. Our view is that it cannot rely upon Section 111 of Local Government Act 1972 because this is a subsidiary power available to local authorities only. It also cannot rely upon section 1 of the Localism Act 2011. It is assumed that there are statutory powers available to the Secretary of State for Education related to the exercise of its functions which may be appropriate. However, as it does not have an interest in land it cannot provide covenants under section 106 as these will not bind the land. Accordingly, the Council cannot accept the covenants in Schedule 2 with respect to the construction phase coming only from the Developer because these will not bind the land.

Commented [SW4]: Is this the same as the Steyning School Grammar School Trust? Who are the trustees? Again if the Foundation is different to the Grammar School Trust please can I have the Trust Deed and evidence of appointments of the relevant Trustees? Please can you confirm that the Trustees have authority to enter into this agreement. For the purposes of the first draft I have assumed the Steyning Grammar School Foundation is the same entity as the Steyning Grammar School Trust - please confirm.

RECITALS:

- (A) The District Council is the Local Planning Authority for the purposes of the 1990 Act as amended for the area within which the Site is situated.
- (B) The Developer has submitted the Planning Application and intends to carry out the Development. The Developer will retain control of the Development throughout its construction until practical completion.
- (C) The Lessee is the leasehold proprietor of part of the Site registered at HM Land Registry title number(s): WSX437035 –and will Occupy the Site once the Development is Practically Completed.
- (D) The Trustees of Steyning Grammar School are the registered proprietors of part of the Site registered at HM Land Registry under title number WSX421535 WSX342871 and WSX394431.
- (E) The County Council is the registered proprietor of part of the Site registered at HM Land Registry under title number WSX341409.
- (F) The Trustees of Steyning Grammar School and the County Council are together the Owners of the Site ("the Owners").

Commented [SW5]: As above, this is why we cannot accept covenants from the Developer only. It is not sufficient that it is carrying out the Development, there must be an interest in the land that is capable of being bound per section 106.

Commented [SW6]: Is this correct?

Commented [JL7R6]: @DFE Please confirm

Commented [JL8R6]: Yes Trust will occupy whole site, there are two leases but one is still pending registration at LR

(G)

(H) The Parties agree that the planning obligations and contributions contained in this Deed are necessary to make the Development acceptable in planning terms.

(I) As the Developer does not hold a land interest in the Site this Deed is entered into by the [Local Planning Authority with the](#) Developer pursuant to section 111 of the Local Government Act 1972 to secure the planning obligations on the terms set out [herein](#).

(J) This Deed is entered into by the Owner [and](#) the Lessee pursuant to section 106 of the 1990 Act to secure the planning obligations on the terms set out herein

Commented [SW9]: As above, it is our understanding that the Department of Education can't rely on section 111 because it isn't a Local Authority. This is a subsidiary power available to local authorities. You will need to consider the legal basis upon which you can provide these covenants given that you have no material interest in the land and therefore do not have capacity to enter into the agreement under s106 either.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"Commencement" means the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that:

- (a) any works necessary in undertaking a land and/or other survey or investigation of or obtaining soil samples from the Site whether that be in respect of any requirements for environmental or ecological studies or otherwise;

- (b) any remedial works on the Site necessary to prevent the risk of harm to human health and safety or required in order to remediate the Site or to deal with other adverse ground conditions or to comply with any pre-commencement condition imposed upon the grant of the a Planning Permission;
- (c) works of demolition and site clearance including earth works, re-grading, below ground works and landscape clearance works;
- (d) works of archaeological excavation on the Site;
- (e) erection of hoardings, temporary enclosures, fences and other security measures on the Site including any advertisements upon them;
- (f) works for the removal, provision and diversion of services;
- (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development;
- (h) erection of temporary facilities for security personnel and the erection of security cameras;

Commented [SW10]: Instructions required here - the permission includes works of demolition.

Commented [SW11]: Are you content to accept this? Not our standard wording.

- (i) the construction of a temporary Site compound and ~~welfare facilities/buildings/~~enclosures
- (j) any preliminary landscaping works;
- (k) any other preparatory works as may be agreed in writing with the Council,

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and **"Commence"** **"Commenced"** and **"Commence the Development"** shall be construed accordingly;

"Commencement Date"	The date on which the Commencement of Development occurs.
"Development"	means the development of the Site in accordance with the Planning Permission,
"Expert"	means an independent person nominated pursuant to Clause 8 of this Deed;
"Index"	means the General Index of Retail Prices compiled and published by the Office of National Statistics or any other such index that substitutes the General Index of Retail Prices;

Commented [SW12]: These would require separate PP unless they are PD and associated with works.

Commented [JL13R12]: Only buildings which are temporary and related to the works will be erected

Commented [SW14]: I have deleted the following two definitions as they aren't necessary.

"Indexation Date"	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed;
"Index Linked"	means the Contribution is to be adjusted by reference to the amount of any increase in the Index from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant Contribution to the Council and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Barclays Bank plc from time to time;
"Occupation"	means occupation of any part of the Development for its intended purpose pursuant to the Planning Permission save for the purpose of construction development fitting out security or marketing and the expressions "Occupy" "Occupied" and "Occupant" shall be construed accordingly;
"Occupation Date"	Means the date upon which the Development is first Occupied.
"Parties"	means the parties to this Deed and "Party" shall be construed accordingly;
"Planning Application"	means the planning application for the Development given reference number DC/26/0322 and described as part

demolitions of existing teaching buildings, MUGAs and all weather pitch, construction of replacement 2 storey and 3 storey teaching buildings, flood-lit all weather pitch and hard surfaced sports courts with associated access, parking, landscaping and infrastructure

"Planning Permission" means the planning permission to be granted pursuant to the Planning Application subject to any application to vary the conditions made under section 73 or 73B of the 1990 Act which may be authorised from time to time

"Practical Completion" means the point at which the Development permitted by the Planning Permission has been practically completed in all material respects and "Practically Complete" and "Practically Completed" shall be construed accordingly

"Site" Means the Land located at Steyning Grammar School, Shooting Field, Steyning, Horsham, West Sussex -shown edged red on the Site Plan

"Site Plan" means the plan of the Site entitled "Proposed Site Location Plan" with drawing number SRP1121-KSS-ZZ-ZZ-D-A-0302 Rev P01 dated 11/02/2026 attached to this deed at Appendix A

Commented [SW15]:
Please confirm this is the correct drawing.

Commented [JL16R15]: TBC to latest drawing ref

"Working Day" means any day other than a Saturday or Sunday or public holiday in England

- 1.2 In this Deed where the context so requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 references to Clauses schedules and paragraphs are references to Clauses schedules and paragraphs in this Deed except where otherwise specified;
 - 1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to paragraphs or sub-paragraphs in that Schedule except where otherwise specified;
 - 1.2.4 title headings to the Clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
 - 1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;
 - 1.2.6 a reference to one gender includes each and all genders and a reference to a person includes a natural person corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.7 the expression the "Owner" shall include successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through them and the expression "the Council" shall include any successor to the relevant statutory function thereof; and

1.2.8 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

1.2.9 the words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2. **DEVELOPER'S COVENANTS**

2.1 The Developer covenants with the District Council to comply with the obligations contained in Schedules 1 and 2 of this Deed

3. **OWNER'S COVENANTS**

3.1 The Owners and the Lessee covenant with the District Council to comply with the obligations in Schedule 3 of this Deed.

4. **DISTRICT COUNCIL'S COVENANTS**

4.1 The District Council covenants with the Owners, the Lessee and the Developer to comply with the obligations in Schedule 4 of this Deed.

5. **LEGAL EFFECT**

5.1 This Deed 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.

5.2 The covenants given in this Deed by the Owners and the Lessee to the District Council are made pursuant to section 106 of the 1990 Act and all other enabling powers and constitute planning obligations binding the Site which are enforceable by the District Council. The obligations, covenants and undertakings on the part of the Owners and the Lessee are entered into with the intent that they are enforceable against any successors in title or assigns and any person claiming title through or under them as if that person had been the original covenanting party in

respect of the interest for the time being held by it. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

- 5.3 No Party shall be bound by the terms of this Deed or be liable for the breach of any covenants restrictions or obligations contained in this Agreement:

5.3.1 If it is an Owner occurring after they have parted with their interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);

5.3.2 if it is a statutory undertaker which has an interest in any part of the Site for the purposes of its undertaking;

5.2.3 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant;

- 5.4 The Developer shall cease be bound by the terms of this Deed or be liable for the breach of any covenants restrictions or obligations contained in this Deed (without prejudice to liability for any subsisting prior breach of covenant) once all of covenants expressed to be given by the Developer in this Deed have been discharged¹.

- 5.5 For the avoidance of doubt the Parties agree that the Developer shall not be required to enter into any future deed of variation to this Deed that is completed after all of the covenants expressed to be given by the Developer in this Deed have been discharged.

- 5.6 Nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory

¹ As the Developer has no land interest in the Site this clause is necessary to remove liability following discharge of its obligations under this Deed

instruments orders and regulations in the exercise of its functions as a local authority.

- 5.7 If any provision or part provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 5.8 The obligations in this Deed shall not be enforceable against any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it becomes a mortgagee in possession.
- 5.9 Where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Deed the Parties agree that the same shall not be unreasonably withheld or delayed.
- 5.10 Subject always to **Clause 12.3** in respect of any planning permission granted pursuant to a section 73 application, nothing in this Deed shall prohibit or limit the right to develop any part of the Site (other than as set out in Schedule 2 concerning the BNG Land) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable pursuant to this Deed in respect of any development carried out pursuant to such other planning permission.
- 5.11 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

6. NOTICES

- 6.1 The Developer, and/or the Owners and or the **Lessee** will notify the District Council 10 (ten) Working Days prior to the anticipated

Commented [SW17]: Again, this must bind the land. It is not sufficient for just the Developer to provide the notice.

Commencement Date.

6.2 The Owners and or the Lessee will notify the Council 10 (ten) Working Days prior to the anticipated Occupation Date.

Commented [JL18]: 6.1 and 6.2 amended so that only one party needs to provide notification to satisfy the requirement

7. VALIDITY OF NOTICES

7.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

7.1.1 if to the District Council: to its address specified above and marked for the attention of Head of Development and Building Control or such other successor officer responsible to development management matters at the District Council; and

7.1.2 if to the Developer: to its respective address specified above or such other address for service as shall have been previously notified in writing; and

7.1.3 if to the County Council: to its respective address specified above marked for the attention of or such other address for service as shall have been previously notified in writing.

[Do we need to include Trustees here?](#)

7.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:

7.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;

7.2.2 if sent by first class post, the day 2 Working Days after the date of posting; or

7.2.3 if sent by recorded delivery, at the time delivery was signed for.

7.3 The Parties to this Agreement agree that if the Owners and/or the Developer and/or the Lessee fails to give the notice required by clause 6.1 and clause 6.2 above then the District Council shall be entitled in its discretion (acting reasonably) to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the District Council's **determination**.

Commented [SW19]: This is the District Council's standard wording and addresses a scenario where a party fails to provide the requisite notice. Again you will see we have used the newly defined terms "Occupation Date" and "Commencement Date"

8. DISPUTE RESOLUTION

8.1 Save for matters of construction (which shall be matters for the Court), ~~i~~n the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed shall (subject to Clause 8.6) be referred to an independent person ("**Expert**") (and not an arbitrator) for determination in accordance with the following provisions:-

8.1.1 the Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

8.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

8.1.3 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Town Planning Institute,

8.1.4 All differences and disputes which may arise between the **Parties** concerning matters that are the subject of a Breach Notice served in accordance with paragraph 4 of Part 2 of Schedule 2 of this Deed shall be referred to the determination

Commented [SW20]: This addresses disputes in relation to a Breach Notice only.

(as an Expert and not as an arbitrator) of an independent Member/Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by the Chartered Institute of Ecology and Environmental Management.

PROVIDED THAT the parties may otherwise agree an alternative Expert appropriate to the nature of the dispute.

- 8.2 Unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and:
- 8.2.1 each party may make written representations within 10 Working Days of the appointment of the Expert and will copy the written representations to the other party;
 - 8.2.2 each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 8.2.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 8.2.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 8.2.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 8.2.6 the Expert is to use all reasonable endeavours to publish his decision within 25 Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).

- 8.3 Responsibility for the costs of referring a dispute to an Expert under this Clause including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.
- 8.4 The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 8.5 (and except in the absence of manifest error) be final and binding on the parties to the dispute.
- 8.5 The provisions of this Clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief; injunctions; specific performance; payment of any sum; damages, and any means of enforcing this Deed and consequential and interim orders and relief.
- 8.6 No dispute difference or question may be referred to the Expert unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 10 Working Days from the date of that meeting.

9. **LOCAL LAND CHARGE PROVISIONS**

- 9.1 This Deed is a local land charge and shall be registered by the Council as such.
- 9.2 .
- 9.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to Clause 12 the Council will record such performance or determination in the Local Land Charges Register in respect of this Deed.

10. **COSTS**

- 10.1 The Developer ~~covenants to pay~~has paid to the District Council ~~on the date of this Deed~~:

10.1.1 [~~£XXXX6600.00~~] being the District Council's reasonable legal costs associated with the preparation of this agreement on or prior to the date

hereof.

10.2 The Developer covenants to pay to the County Council on the date of this Deed:

10.2.1 [£XXXX] being the County Council's reasonable legal costs associated with the preparation of this agreement on or prior to the date hereof

Commented [JL21]: WSCC please confirm costs

11. INDEXATION, LATE PAYMENT AND VAT

11.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

12. DURATION

12.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:

12.1.1 is quashed or revoked;

12.1.2 is modified by any statutory procedure without the consent of the Developer; or

12.1.3 expires before Commencement.

12.2 Where this Deed ends pursuant to clause 12.1 the Council covenants with the Owner that they will:-

12.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 Working Days of it ceasing to have effect;

12.3 If the Council agrees pursuant to an application under section 73 or 73B of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination

of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 or 73B application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

13. **CHANGE IN OWNERSHIP**

The Owners and the Lessee covenant with the District Council to provide the District Council with written notice of any change in ownership of any part of the Site or of any of their respective interests in the Site occurring before all the obligations under this Deed 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 Site purchased by reference to a plan.

14. **WAIVER**

No waiver (whether expressed or implied) by the District Council of any breach or default by the Developer in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Developer of the relevant terms or conditions or for acting upon any subsequent breach or default.

15. **JURISDICTION**

This Deed will be governed by and interpreted in accordance with English Law.

16. **FUTURE CHARGEES OR MORTGAGEES' CONSENT**

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

OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE

SCHEDULE 1
Biodiversity Gain Monitoring Fee²

This Deed 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.. The obligations in this Schedule entered into by the Owners and the Lessee are made pursuant to section 106 of the Town and Country Planning Act 1990.

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Biodiversity Monitoring Contribution" means the total sum of £4176.87 (four thousand one hundred and seventy six pounds and eighty seven pence) being the cost to the Council for monitoring the biodiversity net gain for the Development

1. The Developer, ~~the~~ Owners and the ~~Lessee~~ covenants to pay to the District Council the BNG Monitoring Contribution on or before Commencement of the Development.

Commented [SW22]: The District Council would only usually expect the BNG Monitoring Fee to be paid upon commencement.

SCHEDULE 2
Owners and the Lessee's Covenants

. The Obligations in this Schedule entered into by the Owners and the Lessee are made pursuant to section 106 of the Town and Country Planning Act 1990

1. In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Biodiversity Gain Plan" means the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval

not to be unreasonably delay or withheld

"**BNG Land**" part of the Site as ~~the land shown~~ edged in red on the BNG Land Plan

"**BNG Land Plan**" means drawing dated 17/09/2025 and titled General Arrangement BNG Land Plan with drawing number SRP1121-WWA-00-EX-D-L-2020 Rev P13 identified with drawing number SRP1121-WWA-00-EX-D-L-2020P15- Revised

Commented [DS23]: TBC

"**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 enhancements for the purposes of BNG;

"**Biodiversity Net Gain**" 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

"**Biodiversity Completion Date**" means the date that the Development is first Occupied following completion of the **Habitat Creation and Enhancement Works**

"**Breach Notice**" a notice which may be served by the District Council on the Owner pursuant to paragraph X of this Schedule setting out:

- a) Details of the alleged non-compliance with the HMMP ("**the Breach**"); and
- b) Details of the measures to be taken to remediate the Breach; and

the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph X of this Schedule.

"**Certificate of Completion**" the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld)

"**Completion Date**" the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed.

"**Habitat Creation and Enhancement Works**" means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any ongoing maintenance, management or monitoring activities specified in the Habitat Management and Monitoring Plan)

"**Habitat Management and Monitoring Plan (HMMP)**" means the plan approved by the District Council in order to discharge the condition relating to biodiversity net gain

contained in the Planning Permission (or such alternative version as may be agreed with the District Council in writing from time to time) and to include:

- a) a non-technical summary;
- d) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP;
- d) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan;
- d) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the Occupation Date; and
- d) the monitoring methodology and frequency in respect of the created or enhanced habitat,

to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;

"HMMP Period" means a period of thirty (30) years commencing on the Biodiversity Completion Date

"Monitoring Report" the monitoring reports to be issued to the District 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 the Biodiversity Completion Date.

2. The Developer and the Lessee and the Owners covenant with the District Council to:

2.1 Submit the Biodiversity Gain Plan and the HMMP to the District Council for its approval in writing prior to the Commencement of Development

2.2 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 withheld)

2.3 To Complete the Habitat Creation and Enhancement Works in accordance with the HMMP.

2.4 To issue the Completion Date Notice to the District Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works

2.5 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

2.6 Not to Occupy the Development or allow the Occupation of the Development until the Habitat Creation and Enhancement Works have been completed and a Certificate of Completion has been issued by the District Council.

2.7 To maintain and retain the Habitat Creation and Enhancement Works until the Biodiversity Completion Date.

Part 2

1. The Lessee and the Owners covenant with the District Council

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

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

1.2.1 The proposed amended HMMP

1.2.2 A statement of reasons for such amendment; and

1.2.3 Confirmation (with reasons) that the amendment would not prejudice the use or management of the BNG Land in a manner consistent with its functions to deliver Biodiversity Net Gain.

1.3 To Comply with the maintenance, management and monitoring obligations contained in the HMMP from the Biodiversity Completion Date for the entirety of the HMMP Period.

2. From the Commencement Date, to allow and provide access (without charge) to the District Council's authorised officers, agents and/or contractors, with or without workmen and/or equipment to inspect the Habitat Creation and Enhancement Works and evaluate compliance with the HMMP, the obligations in the Deed and/or any Breach Notice and to pass or repass across any land in the Owners' or the Lessee's control, reasonably necessary for gaining access to the BNG Land subject to the District Council providing the Owner with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the

reasonable health and safety requirements of the Owner and/or their appointed contractors.

3- 3. To carry out any remedial measures as might be reasonably required by the Council's ecologist or an ecologist appointed by the Council for the purpose of monitoring compliance with the HMMP.

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

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

4.2 Where a Breach Notice is disputed:

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

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

4.2.3 where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 4.2.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 8.1.4 of this Agreement within a further 10 (ten) Working Days.

4.3 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 in the Breach Notice or the Expert's determination (as applicable) (or other extended timeframe as agreed with the District Council in writing).

4.4 Where the Owner has failed to comply with a time limit specified in a 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:

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

4.4.2 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.

4.5 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 4.4 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE

SIGNATURE PAGE

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

Authorised Officer

THE COMMON SEAL OF
WEST SUSSEX COUNTY COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

THE CORPORATE SEAL
**OF THE SECRETARY OF STATE
FOR EDUCATION** herewith affixed
is authenticated by:

.....
Authorised by the Secretary of State

OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE

.....
Full Name (BLOCK CAPITALS)

EXECUTED as a **DEED** by
Bohunt Education Trust
acting by two directors or one director and the company secretary

..... Signed (Director)

..... Signed (Director/ Company Secretary)

EXECUTED as a **DEED** by
INSERT NAME
acting by one director in the presence of a witness

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

~~EXECUTED as a DEED by~~

~~INSERT NAME~~

~~Incumbent Vicar and Trustee of the Parish of St Andrews & St Cuthman Steyning and~~

OFFICIAL-SENSITIVE

Trustee of Steyning Church of England Primary School
in the presence of:

Commented [SW24]: I note the restriction at paragraph 2 of the proprietorship register in WSX395966. Please can you confirm that the execution clause complies with Practice Direction 8 and 14.

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

EXECUTED as a DEED by
INSERT NAME
Trustee of Steyning Church of England Primary School and Churchwarden
of the Parish of St Andrews & St Cuthman Steyning
in the presence of:

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

EXECUTED as a DEED by
INSERT NAME
Trustee of Steyning Church of England Primary School and Churchwarden
of the Parish of St Andrews & St Cuthman Steyning

in the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

Executed as a Deed

on behalf of the Trustees of the Steyning Grammar School Foundation by

INSERT NAME

.....Signature

INSERT NAME

.....Signature

Two of their number under an authority conferred pursuant to section 333 of the Charities Act 2011 in the presence of:

Witness signature:

Witness Name:

Witness Address:

-two of their number (or as the case may be)
under an authority conferred pursuant to
section 333 of the Charities Act 2011 in the
In the presence of:

Commented [SW25]: Please note the restriction at paragraph 3 of the Proprietorship Register of WSX342871 and WSX394431. Please can you confirm whether you are content that this execution clause satisfies the requirements of the standard restriction and Practice Guide 8 regarding execution of deeds by Charity Trustees.

Commented [JL26R25]: Trustees will need to confirm but as the 106 is not registerable at Land Registry it would not be contrary to the restriction

OFFICIAL-SENSITIVE

W.....Signature
I Print name
T.....Address 1
NAddress 2
EAddress 3
SPost code
SOccupation

OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE

APPENDIX A

Site Plan entitled "Proposed Site Location Plan" with drawing number SRP1121-KSS-ZZ-ZZ-D-A-0302 Rev P01 dated 11/02/2026

General Arrangement BNG Plan with drawing number SRP1121-WWA-00-EX-D-L-2020 -dated 17/09/2025

OFFICIAL-SENSITIVE