(1) HARRY SIMON WOODAGE

(2) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

The Old Dairy, Home Farm, Cowfold Road, Coolham, RH13 8QJ

Registered at H M Land Registry as:

Land adjoining Home Farmhouse, Cowfold Road, Coolham, RH13 8QJ

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
~~Parkside~~ Albery House
~~Chart Way~~ Springfield Road
~~Horsham~~ Horsham
~~West Sussex~~ West Sussex
~~RH12 1RL~~ RH12 2SB

[redacted]

Legal ref: CT/12089
Planning ref: DC/24/1053 & HRA/24/0017

THIS AGREEMENT is made as a deed and dated 10th March 2025

Between:

(1) **HARRY SIMON WOODAGE** of The Old Dairy, Home Farm, Cowfold Road, Coolham, Horsham,RH13 8QJ **("the Owner")**; Albery House, Springfield Road, Horsham, West Sussex, RH12 2QB

(2) **HORSHAM DISTRICT COUNCIL** of ~~Parkside, Chart Way, Horsham, West Sussex RH12 1RL~~ **("the Council")**

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Council is the local planning authority as defined in the Act for the area within which the Application Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act.

1.2 The Owner is the registered proprietor with Title Absolute of the Application Site referred to as The Old Dairy that is registered at HM Land Registry under title number WSX152947 referred to as land adjoining Home Farmhouse, Cowfold Road, Coolham, Horsham, RH13 8QJ

1.3 The Application for prior approval consent was received and validated by the Council on 9th July 2024 and permitted subject to conditions on 2nd September 2024 including obtaining the Regulation 77 Consent.

1.4 On 2nd October 2024 the Application for Regulation 77 Consent was submitted to the Council and is to be granted by the Council subject to the completion of this Agreement to secure the planning obligations herein.

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

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

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

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

1.9 The Owner is willing to enter into and for the Application Site to be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Council, the successors to their functions as local planning authority.

2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

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

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended);
"2017 Regulations"	the Conservation of Habitats and Species Regulations 2017;
"Act"	the Town and Country Planning Act 1990 (as amended).
"Application"	the application for prior approval consent for development comprising: "Prior Notification for Change of Use of Agricultural Building to a single dwellinghouse (Class C3)" ascribed reference number DC/24/1053;
"Application Site"	all that land comprising land adjoining Home Farmhouse, Cowfold Road, Coolham, Horsham, RH13 8QJ to which the Application relates, which is shown for identification purposes edged red on the Application Site Plan;
"Application Site Measures"	the detailed water reduction measures that are to be implemented on the Application Site as set out in the Water Neutrality Statement;

"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number A-08 , revision C, comprising Schedule 1 of this Agreement.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly;
"Commencement Date"	the date on which the Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
"Development"	the development of the Application Site pursuant to the Planning Permission and the Regulation 77 Consent;
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or other such officer as may be designated by the Council for the purpose of discharging their duties and functions from time to time.
"Monitoring Fee"	the fee of **£400 (four hundred pounds)** for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement.
"Occupation"	occupation for any purpose for which the Planning Permission and Regulation 77 Consent is granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**", "**Occupied**" and **"Occupation Date"** shall be construed accordingly.
"Occupation Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3;
"Planning Permission"	deemed planning permission granted under Schedule 2, Part 20, Class ZA of the 2015 Order for which prior approval was granted by the Council for the Application subject to conditions including obtaining the Regulation 77 Consent;
"Position Statement"	the statement from Natural England dated 14 September 2021, updated in February and November 2022, which states that water abstraction for water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Regulation 77 Application"	the application made pursuant to Regulation 77 of the 2017 Regulations, for consent to carry out the Development as the requirement for it to be water neutral has been met, ascribed reference number HRA/24/0017;
"Regulation 77 Consent"	the consent of the Council pursuant to the Regulation 77 Application permitted subject *inter alia* to completion of this Agreement;
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act which varies and/ or removes any condition subject to which the Planning Permission and/ or such planning permission pursuant to section 73 of the Act was granted;

"SNWSZ"	the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it;
"Water Neutral"	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and **"Water Neutrality"** shall be construed accordingly.
"Water Neutrality Statement"	the statement prepared by Ben Kirk of Promethean Planning dated 9th November 2024 on behalf of the Owner in support of the Regulation 77 Application, setting out the Application Site Measures to be undertaken to demonstrate how the Development will be delivered and remain Water Neutral in perpetuity in accordance with the Position Statement, comprising Schedule 2 of this Agreement;
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1 July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report;
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

4.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedule 3, with the exception of paragraph 1 and its sub-paragraphs regarding payment of Monitoring Fees, shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owner covenants with the Council to fully comply with and to perform the obligations contained herein and in Schedule 3 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.

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 10 (ten) Working Days before the anticipated Commencement Date; and

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

7.2 The Parties to this Agreement agree that if the Owner 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 0900 and 1700 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

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

9. MORTGAGEE'S LIABILITY

9.1 Any future mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the 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 it has not already been complied with) if, before the Commencement of Development, the Planning Permission or the Regulation 77 Consent:

10.11.1 expires; or

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

10.11.3 is quashed following a successful legal challenge,

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

10.12 The 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 its interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

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

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

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

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

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

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

PROVIDED THAT:

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

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

10.18 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement or the Planning Permission and / or Regulation 77 Consent pursuant to the Application or the planning obligations that relate to the Application Site, no obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission and / or Regulation 77 Consent (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

11. DISPUTE RESOLUTION

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

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

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

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

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

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

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

11.3.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Application Site other than as set out in 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 their respective interests in the Application Site and/ or the Offsetting Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site and/or the Offsetting Site purchased by reference to a plan.

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

SIGNED as a DEED by
HARRY WOODAGE

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I REBECCA POTBURY. Print name
T ORCHARD COACH HOUSE Address 1
N PLUMTREE CROSS LANE. Address 2
E ITCHINGFIELD. HORSHAM Address 3
S RH13 ONN. Post code
S SALES ASSISTANT. Occupation

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

[redacted]

Authorised Officer

18007 x2



Schedule 1

Application Site Plan

N

SCALE 1:1250m @A3

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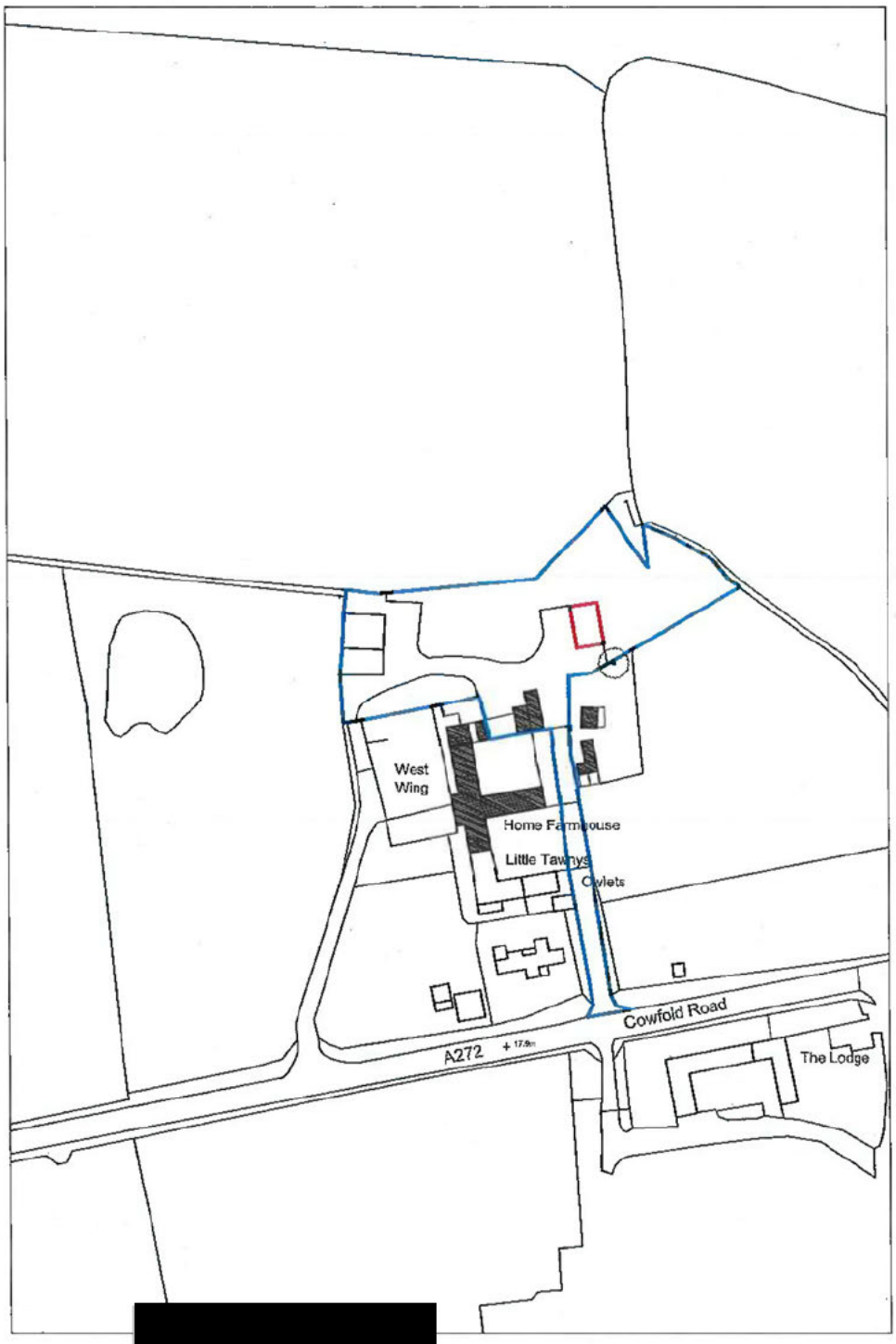

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Site:	The Old Dairy, Home Farm, Cowfold Road, Coolham, RH13 8QJ	Revision:	C
Drawing Title:	LOCATION PLAN	Status:	EXISTING
		Date:	29/1/25
Drawing Number:	A-08	Scale:	1:1250 @A3

Schedule 2

Water Neutrality Statement

Prepared by Ben Kirk of Promethean Planning dated 9th November 2024

PROMETHEAN
PLANNING

The Old Dairy,
Home Farm,
Cowfold Road,
Coolham,
RH13 8QJ

Conversion of agricultural building to a single dwelling

WATER NEUTRALITY REPORT

and

WATER MANAGEMENT PLAN

9th November 2024

Prepared by Ben Kirk MSc

Promethean Planning Ltd, Suite 114, 26 The Hornet, Chichester, West Sussex, PO19 7BB

The Proposal

The proposal is for the Conversion of an agricultural building to a single dwelling.

Water neutrality

The application site falls within the Sussex North Water Supply Zone, where increased demand for mains-water would exacerbate demand for the continued use/scale of public groundwater abstractions at Hardham Water Works contributing to associated adverse effect upon the integrity of the Arun Valley SAC, SPA and Ramsar sites.

Therefore, based on the evidence it is reasonable to conclude that, without mitigation, the proposal would result in an adverse effect on the integrity of the Arun Valley sites, either alone or in combination with other plans and projects.

The following sets out the water demand from the proposal and how this will be reduced by way of efficient fittings on the development and how this water demand will be met by way of a rainwater harvesting system which would provide for all of the sites water thus removing any potential for impact on the integrity of the Arun Valley SAC, SPA and Ramsar sites.

Baseline Water Consumption and Water reduction measures

The following summarises the flow rates for the fittings in the proposed units .

These have been achieved by the use of efficient fixtures and fittings in order to reduce the water demand.

- WC- 4/2 litre dual flush
- Kitchen sink tap with a flow rate of 4 litre per minute
- Shower with a flow rate of 6 litre per minute
- Bathroom basin taps with a flow rate of 4 litre per minute
- Dishwasher – 0.99 litres per place setting
- Washing machine – 6.5 litres / kg dry load

Using the above figures, the water usage can be calculated using a Part G water calculator as shown in Appendix 1

This demonstrates a water demand of 74.8 litres / person / day which includes an allowance of 5 litres per person per day for external water usage.

Census data has been used to estimate the average number of occupants (as per HDC guidance)

This sets out that the following occupancy rates should be used.

One-bedroom dwellings: 1.32 occupants
Two-bedroom dwellings: 1.88 occupants
Three-bedroom dwellings: 2.47 occupants
Four-bedroom dwellings: 2.86 occupants
Five-bedroom dwellings: 3.09 occupants.

The unit will be two bedroom and so a figure of 1.88 people should be used.

Using the Part G water demand figure of 74.8 litres per person per day and a population size of 1.88 it is estimated that the total water usage per day is 140.62 litres per day

Meeting the water demand by way of Rainwater harvesting

Rainwater Harvesting is proposed to be installed to meet 100% of the water demand for both potable and non-potable water.

British Standard 16941-1:2018 (previously BS 8515:2009+A1:2013) provides guidance on rainwater harvesting.

The British Standard gives recommendations on the design, installation, testing and maintenance of rainwater harvesting systems and the methods of calculating the size of rainwater harvesting tanks.

The intermediate approach has been used to calculate the storage capacity.

This is based on a total available roof area on the site of 78m2

The calculations for water demand and available yield are shown in Appendix 2

These calculations show the size of the rainwater harvesting system that would be required to meet the water demand for the development for a period of 35 days and 60 days. This would allow for the recognised 35 day drought tolerance capacity but also provides for an extended 60 day tolerance to provide an additional buffer.

The calculations in Appendix 2 conclude that:

- The water demand for the development per unit and allowing for 35 days of drought tolerance would be 4,927 litres
- The water demand for the development per unit and allowing for an extended period of 60 days of drought tolerance would be 8,418 litres
- The total available rainwater yield per unit based on available roof area and allowing for 35 days of drought tolerance would be 5,208 litres
- The total available rainwater yield per unit based on available roof area and allowing for an extended period of 60 days of drought tolerance would be 8,897 litres

It is clear that the available rainwater yield is in excess of the demand and so the development can be entirely supplied by way of rainwater harvesting subject to the quality of the supply being maintained (see below)

The building would therefore require a rainwater harvesting tank with a minimum storage capacity of 8,418 litres in order to ensure sufficient capacity to meet the demand of the development.

It is therefore proposed to install a 15,000-litre potable rainwater harvesting tank. Details of the tank are shown in Appendix 4.

Ensuring certainty of the supply to meet the demand

Based on the above figures it is clear that the rainwater harvesting system will meet the water demand for the site and will meet the required 35 days of storage, which will provide sufficient supply during periods of drought.

Where drought periods extend beyond 35 days, the rainwater harvesting system has been designed to allow for up to 60 days of drought tolerance and so there is no need for an automatic mains backup.

This will ensure that sufficient water is available at all times, even during extended periods of drought.

Filtration Measures proposed to ensure water is potable

The rainwater harvesting supply will undergo a process of filtration to create potable water. The system will incorporate suitable treatment in accordance with drinking water regulations, to ensure that the water quality is suitable for its intended use.

This will be delivered via a free flush Hydroinfinity unit installed in to the building, full details of which can be found in Appendix 5

The HydroInfinity Rainsafe Residential Series uses H2Ozone patented technology to provide a chemical-free purification solution for all water sources to independently verified drinking water standards.

The units come with a service and maintenance agreement which the applicant will enter in to.

Further details of the unit can be found here HydroInfinity Rainsafe rainwater to drinking water treatment console – Freeflush Water Management Ltd.

The Hydroinfinity unit would be installed by a specialist installer according to manufacturers recommendations. Water usage would be recorded by water meter.

Maintenance and Management Plan

Responsibilities.

The following sets out the long-term management and maintenance of the rainwater harvesting systems at the proposed development.

It is vital that the occupants have a robust inspection and maintenance plan for the lifetime of the development to ensure the quality and yield of the water being supplied ensuring that the proposed development will remain water neutral.

Industry guidance, such as that provided in BS EN 16941-1:2018 and manufacturers guidance has been used to provide the maintenance and management plan.

As the system will be considered as a private water supply it will be governed by the Water Supply (water Quality) Regulations 2016. These are regulated by the local council's Environmental Health Officer or Pollution Control Officer.

The regulations in England and Wales do not require monitoring to be undertaken where the water supply is to a single domestic dwelling unless concerns are raised by the owner or occupier.

However, it is understood that the Local Authority have taken the decision to regulate all of these private supplies on a local basis. The applicant is therefore happy to commit to provide the testing results and documentation to the local authority within a period of 14 days of request in writing.

The Drinking Water Inspectorate's Private Water Supply regulations sets out that it is the responsibility of the homeowner to ensure that all necessary maintenance activities are carried out in a timely manner.

The occupants of the property should be aware of the system but it is expected that the occupants will enter in to a maintenance agreement with a company that has specialist knowledge of the systems. It is expected that as a minimum, the maintenance work will be carried out by a competent person who must have prior knowledge of the rainwater harvesting systems onsite.

Treatment of water supply.

The system will undergo a number of levels of treatment in order to ensure it complies with the Water Supply (Water Quality) Regulations 2016

Preliminary treatment such as leaf guards on gutters and a water filter will be provided prior to the water reaching the storage tank.

A first flush diverter will be included to divert particles contained in rainwater away from the tank and to a suitable drain. These measures will prevent coarse solids and organic matter from entering the storage tank.

These measures will prevent coarse solids and organic matter from entering the storage tank.

Fine particles will be separated either by sedimentation or flotation to the water surface.

A calmed inlet will be incorporated in the tank to prevent the sediment being disturbed by the inflow of water. Removal of the sediment will be carried out on a 6 monthly basis.

A floating pump will be used to extract the water from the tank, set above the sediment level

The system will then incorporate suitable treatment in accordance with drinking water regulations, to ensure that the water quality is suitable for its intended use.

This will be achieved by the Free Flush Hydroinfinity system which will installed in to the building and will provide a chemical-free purification solution for all water sources to independently verified drinking water standards.

Because Ozone Technology is a chemical-free process (no chlorine or fluoride is used), no carcinogenic THMs (Trihalomethanes) are created, guaranteeing a 24/7 365-day sustainable supply of pure, clean, fresh water.

Maintenance of the system

The units come with a service and maintenance agreement which the applicant will enter in to.

BS EN 16941-1:2018 does not require frequent testing to be undertaken but states that observations for water quality should be made during maintenance visits and testing should be carried out where the system is not operating satisfactorily.

As the water is to be potable however and in order to ensure the water remains safe to drink, samples will be undertaken by a DWI certified sampler on an annual basis as part of the annual maintenance contract and will be tested at a UKAS accredited laboratory.

Annual water samples will be tested for the following in accordance with BS EN 16941-1:2018 :

- pH
- TOC
- Colour
- Turbidity
- Suspended solids
- Conductivity
- Cl, NO3, SO4
- Na, Ca, Mg, Al
- Ni, Cr, Cu, Pb
- Total & Dissolved Fe
- Mn
- Ammonium/Ammonia
- TVC, E.Coli, Coliforms, Pseudomonas aeruginosa, Enterococci, Clostridium perfringens

These samples will be tested to ensure the parameters set out in the Water Supply (Water Quality) Regulations 2016 are met and maintained.

The annual maintenance inspection should include:

- Inspection and cleaning of the tank
- Cleaning of gutters
- Inspection of filters
- Inspection of pumps
- Inspection of overflow areas
- Testing of the water supply

The results of the annual maintenance inspection and all sample testing should be recorded and should be kept with the property for the lifetime of the development.

Filters should be changed on a 3 monthly basis. The First Flush diverter will be inspected, flushed out and fully cleaned out every 3 months.

Contingency measures for system issues.

If a water sample failed, the point of use would be investigated by a British Water certified engineer and would be reported to the supplier of the free flush Hydroinfinity unit so the issue could be resolved. This would be reported to the LPA.

Drain down points for each water pipeline will be installed for ease of cleaning and sterilization.

The Service contract will allow for attendance to address re-activation of the system after it has been out of use due to lack of rainfall/use.

Should the system fail, it would be investigated and repaired by a British Water certified engineer. This would likely mean that the system could be out of action for 7-10 days.

In these circumstances the occupants would seek a supply of bottled water or other supply of water sourced from outside the Arun Valley sites' catchment area.

This approach was accepted by the inspector in a recent appeal decision at Pear Tree Farm, Henfield (reference APP/Z3825/C/23/3318225) where the inspector concluded that:

> *Concerns that the development could be connected to the mains water supply in the future could also be addressed by a suitably worded condition. This would need to include provision of a contingency for an emergency situation should the spring supply ever fail. In the unlikely event that there is a disruption to the spring supply, I am unconvinced that connecting to the mains supply would be an effective solution, given how long it would take for such a supply to be installed and connected. A more likely scenario would be that the occupiers of the pitches would seek a supply of bottled water or water sourced from outside the Arun Valley sites' catchment area. This approach would not be dissimilar to that taken by Gypsies on a day-to-day basis when they are travelling.*

It is not unreasonable to assume that occupants could seek a supply of bottled water for the short period if the system were to fail and whilst it is repaired and as concluded by the inspector this could be secured by a suitably worded condition.

The British Water certified engineer will undertake the completion of a Regulation 6 risk assessment by a suitably competent person (as required by the Private Water Supply (England) Regulations 2016) prior to the water supply being put into use and this will be provided to the Environmental Health Officer at the LPA prior to occupation of the unit.

The above is considered to be a detailed plan which provides sufficient information to ensure the supply is safely maintained and that the development remains water neutral.

Use of Planning Conditions

This report has demonstrated with certainty that the development will be water neutral and that the rainwater harvesting system will provide a suitable potable water supply.

A report with identical detail of this report was considered sufficient in the assessment of DC/23/1460 at Meadowhurst, Slinfold.

The detail of this report has in fact been extended further to include further details on the maintenance of the system and the likely contaminants that the system will treat.

DC/23/1460 accepted that the use of the water will not be relevant until occupation of the development and that it is vital that the quality of the water is assured prior to the development being occupied.

As such it was accepted that preoccupation, post occupation and regulatory conditions could be used to provide the certainty required.

The following conditions taken direct from DC/23/1460 can be used and the applicant is willing to accept the use of such conditions.

> ***Pre-Occupation Condition:*** *The development hereby permitted shall be undertaken in full accordance with the water neutrality strategy (Water Neutrality Statement prepared by **********). The dwelling hereby permitted shall not be first occupied until evidence has been submitted to and been approved in writing by the Local Planning Authority that the approved water neutrality strategy has been implemented in full. The evidence shall include the specification of fittings and appliances used, evidence of their installation, evidence they meet the required water consumption flow rates, and evidence of the installation and connection of the rainwater harvesting system and appropriate storage tanks to provide a minimum 35 days storage capacity. The installed measures shall be retained and operated as such at all times thereafter.*
>
> ***Post-Occupation Condition:*** *Within 3 months of the occupation of the dwelling, evidence of the water consumption of the occupants shall be submitted to, and have been approved in writing by, the Local Planning Authority. The evidence shall demonstrate that there is sufficient water supply from the rainwater harvesting system to cater for the demand of the dwelling with a minimum of 35 days drought storage capacity. In the event the existing rainwater harvesting system fails to cater for the water consumption of the dwelling, details of how suitable rainwater supply and storage will be provided shall be submitted to and be approved in writing by the Local Planning Authority alongside the above evidence and shall be installed within 1 month of the date of its approval. Ongoing written evidence shall be made available to council officers upon their reasonable request.*
>
> ***Regulatory Condition:*** *No unit hereby permitted shall be connected to or draw supply from the mains water supply except for emergency purposes in the event of a temporary failure of the rainwater harvesting system. Where a temporary failure has occurred, the occupiers shall immediately undertake the contingency measures set out in the management and maintenance plan agreed under condition 6 until such time as the system is fully operational. The occupiers of each unit shall keep an ongoing record of all water taken from the mains supply and hold written evidence to explain why it was necessary as an exceptional measure to take water from the mains supply.*

Conclusion

This report confirms that the rainwater harvesting system proposed to be installed on the site would provide a certain sufficient yield to meet the water demands of the site.

The filtration system provides guaranteed water quality and there would be robust management and maintenance contracts in place to ensure this remains the case for the lifetime of the development.

Robust reporting by suitably qualified engineers and testing at recognised laboratories would provide certainty as to the quality of the water.

The use of preoccupation, post occupation and regulatory conditions, as used in DC/23/1460 could be used to provide the certainty required.

This strategy will minimise the impact of the new development on the Sussex North Water Supply Zone. The Water Usage Strategy confirms the proposal will be water neutral once complete and therefore satisfies Natural England's requirements.

As such, there is no reasonable scientific doubt that the proposed development would be water neutral. The proposal would not result in an increase in water abstraction in the River Arun and Western Streams catchment of the Sussex North WRZ.

Therefore, it would not adversely affect the integrity of the Arun Valley SAC, SPA and Ramsar sites. Consequently, it would be consistent with Policy 31 of the HDPF which seek to protect the hierarchy of designated sites and habitats.

APPENDIX 1
Part G Water calculations

Water Calculator | WC | Taps (Other) | Taps (Kitchen/Utility) | Baths | Dishwashers | Washing Machines | Showers | H2O softeners | Greywater | Rainwater

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)	4	1.46	0.00	5.84
	Part flush Volume (litres)	2	2.96	0.00	5.92
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	2.00	1.58	1.58	4.74
Bath (where shower also present)	Capacity to overflow(litres)	130.00	0.11	0.00	14.30
Shower (where bath also present)	Flow Rate(litres / minute)	4.00	4.37	0.00	17.48
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)		5.00	0.00	0
Kitchen/Utility room sink taps	Flow rate (litres/minute)	2.00	0.44	10.36	11.24
Washing Machine	(Litres/kg dry load)	6.50	2.1	0.00	13.65
Dishwasher	(Litres/place setting)	0.99	3.6	9.00	3.56
Waste disposal unit	(litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			76.73
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			69.82
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10) (litres/person/day)			74.8

Click here to fill in details before printing: ☒

Appendix 2

Water demand per unit and total available yield for rainwater harvesting calculations.

Water Demand per unit	
Dn = Pd x n x 365 x (365/number of days of drought storage required)	
Dn is the water demand	
Pd is the daily water requirement per person (litres)	
n is the number of persons	
35 Day water demand calculations calculated at 9.6% (35/365) of the Annual water demand (litres) to account for 35 days of storage for periods of drought	
Pd (daily water requirement per person (litres))	74.8
n (number of persons)	1.88
Dn (water demand) in litres	4927
60 Day water demand calculations calculated at 16.4% (60/365) of the Annual water demand (litres) to account for 60 days of storage for periods of drought and provide an increased buffer	
Pd (daily water requirement per person (litres))	74.8
n (number of persons)	1.88
Dn (water demand) in litres	8418

Available Yield per unit	
Yr = A x e x AAR x h x (365/number of days of drought storage required)	
Yr is the rainwater yield	
A is the collection area (m2)	
e is the yield coefficient	
AAR is the site specific annual average rainfall	
h is the hydraulic filter efficiency	
35 Day rainwater storage calculations calculated at 9.6% (35/365) of the Annual rainwater yield (litres) to account for 35 days of storage for periods of drought	
A (collection area (m2))	78
e (yield coefficient)	0.9
AAR (site specific annual average rainfall)	858.7
h (hydraulic filter efficiency)	0.9
Yr (rainwater yield) in litres	5208
60 Day rainwater storage calculations calculated at 16.4% (60/365) of the Annual rainwater yield (litres) to account for 60 days of storage for periods of drought and provide an increased buffer	
A (collection area (m2))	78
e (yield coefficient)	0.9
AAR (site specific annual average rainfall)	858.7
h (hydraulic filter efficiency)	0.9
Yr (rainwater yield) in litres	8897

Appendix 3

Average rainfall (mm) from nearest weather station

Climate period:

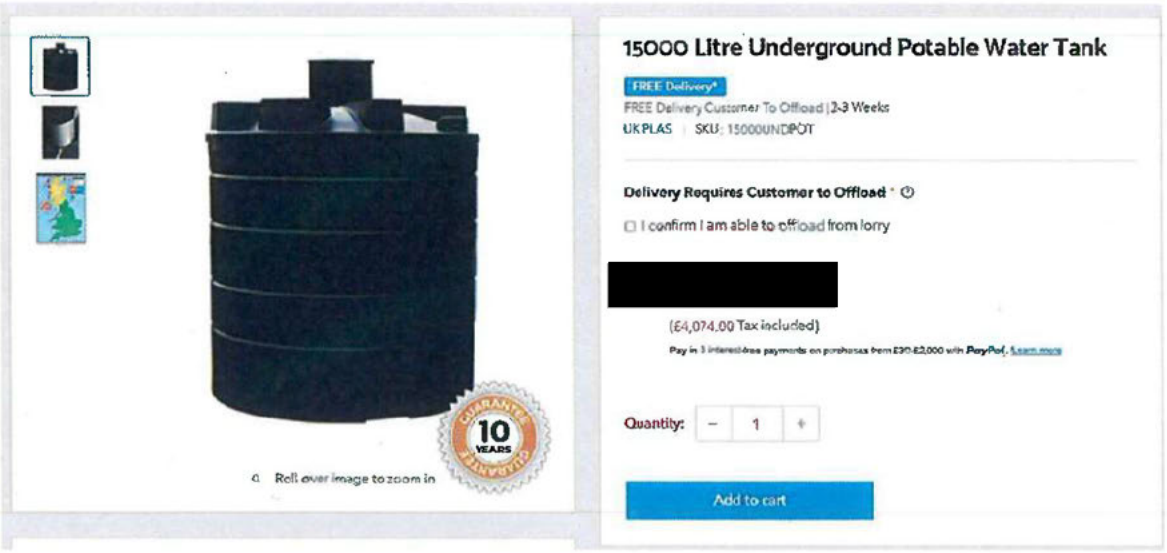
1991-2020

Station: North Heath

Month	Maximum temperature (°C)	Minimum temperature (°C)	Days of air frost (days)	Sunshine (hours)	Rainfall (mm)	Days of rainfall ≥1 mm (days)	Monthly mean wind speed at 10 m (knots)
January	8.55	2.52	–	55.25	92.33	–	–
February	9.02	2.24	–	83.04	63.49	–	–
March	11.74	3.44	–	117.86	52.58	–	–
April	14.83	4.64	–	170.19	52.57	–	–
May	17.61	6.99	–	205.07	46.86	–	–
June	20.65	9.68	–	199.60	55.92	–	–
July	23.31	11.77	–	215.93	63.28	–	–
August	22.99	11.58	–	196.60	63.61	–	–
September	19.93	9.46	–	148.17	63.38	–	–
October	15.89	7.06	–	109.26	103.33	–	–
November	11.89	4.40	–	66.22	103.13	–	–
December	9.20	2.62	–	54.06	98.22	–	–
Annual	15.50	6.39	–	1621.25	858.70	–	–

Appendix 4

Details of rainwater harvesting tank


15000 Litre Underground Potable Water Tank
FREE Delivery*
FREE Delivery Customer To Offload | 2-3 Weeks
UKPLAS | SKU: 15000UNDPOT
Delivery Requires Customer to Offload *
I confirm I am able to offload from lorry
[redacted]
(£4,074.00 Tax included)
Pay in 3 interest-free payments on purchases from £30-£2,000 with PayPal. Learn more
Quantity: 1
Add to cart
10 YEARS
Roll over image to zoom in

Appendix 5

Details of filtration system including an alternative mini system where space is a premium.

RainSafe



A totally integrated solution for Home, Business, Hospitality, Care and Industry.

RainSafe™ uses patented H_2O zone Technology to provide a **chemical-free** purification solution for harvested rainwater[1] to independently verified drinking water standards.

RainSafe™ offers 24/7 365-day guaranteed pure drinking water solutions for:

- **Residential Premises**
- **Commercial and Office Premises**
- **Hotels, Restaurants and Pubs**
- **Schools, Colleges and Sports Halls**

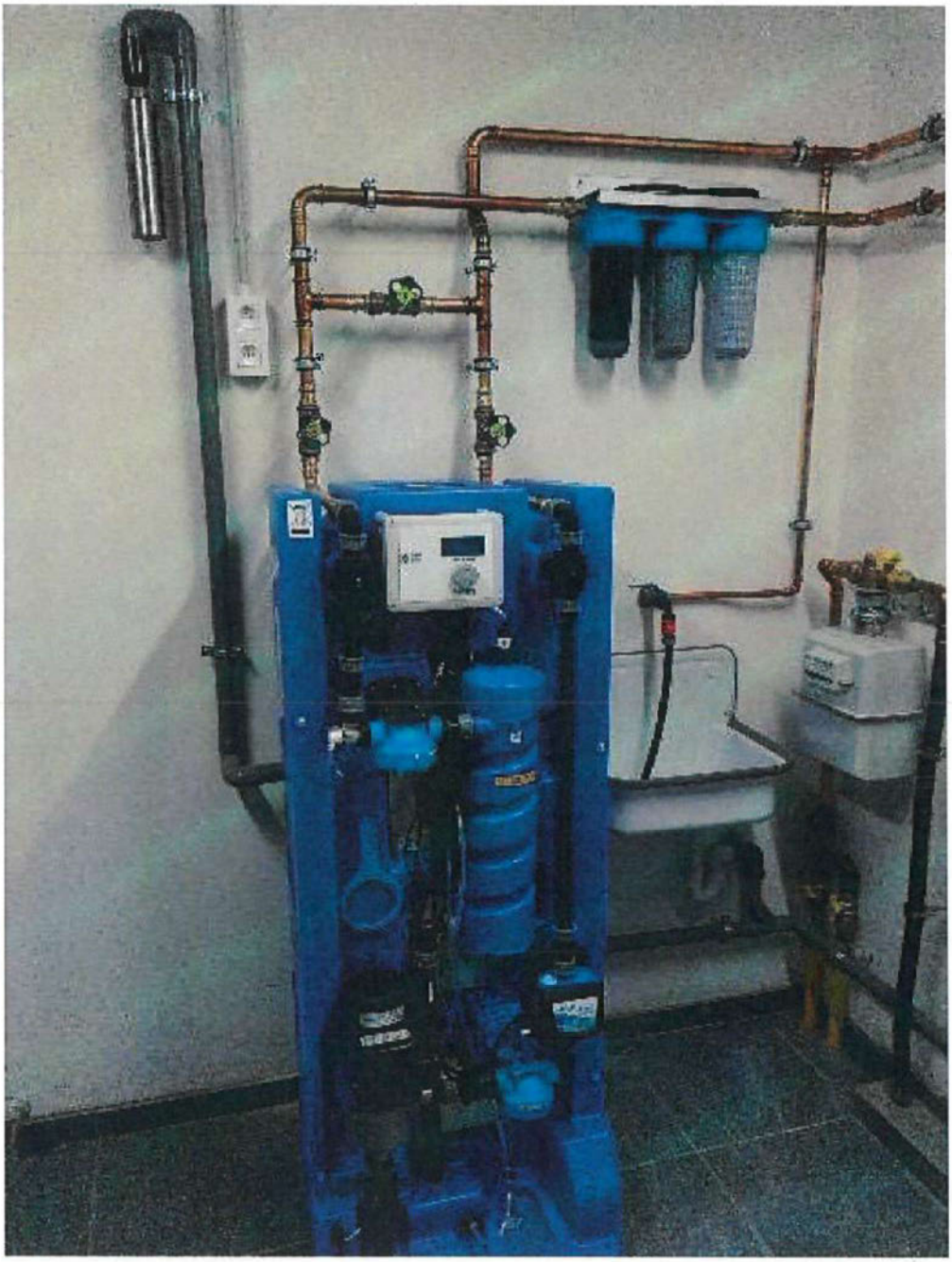
... Anywhere that requires 24/7 365-day guaranteed pure drinking water.

The unique benefits of RainSafe™

- Proven, advanced patented technology
- Water is sourced from your own rain-harvesting system, wells, boreholes or municipally supplied water.
- **RainSafe™** is the only **chemical-free** water purification system available which inactivates all pathogenic organisms from your water supply, including ***E.coli***, ***Salmonella***, ***Legionella*** bacteria and the ***Cryptosporidium oocyst***.







RainSafe™ MINI

Pure drinking water harvested from nature

RainSafe™ Delivers

A simple and safe way to convert harvested rainwater to clean, fresh, drinking water for all your needs. RainSafe™ uses natural, chemical free forms of water sanitization: UV light, ozone and filtration.

- All your water needs from harvested rainwater
- Low energy consumption due to the patented refresh process
- Potable water for minimal cost
- Easy to install; both in existing properties and in new builds
- Reduces the demands on stressed municipal supplies
- Harvesting rainwater helps manage storm water, to reduce flooding



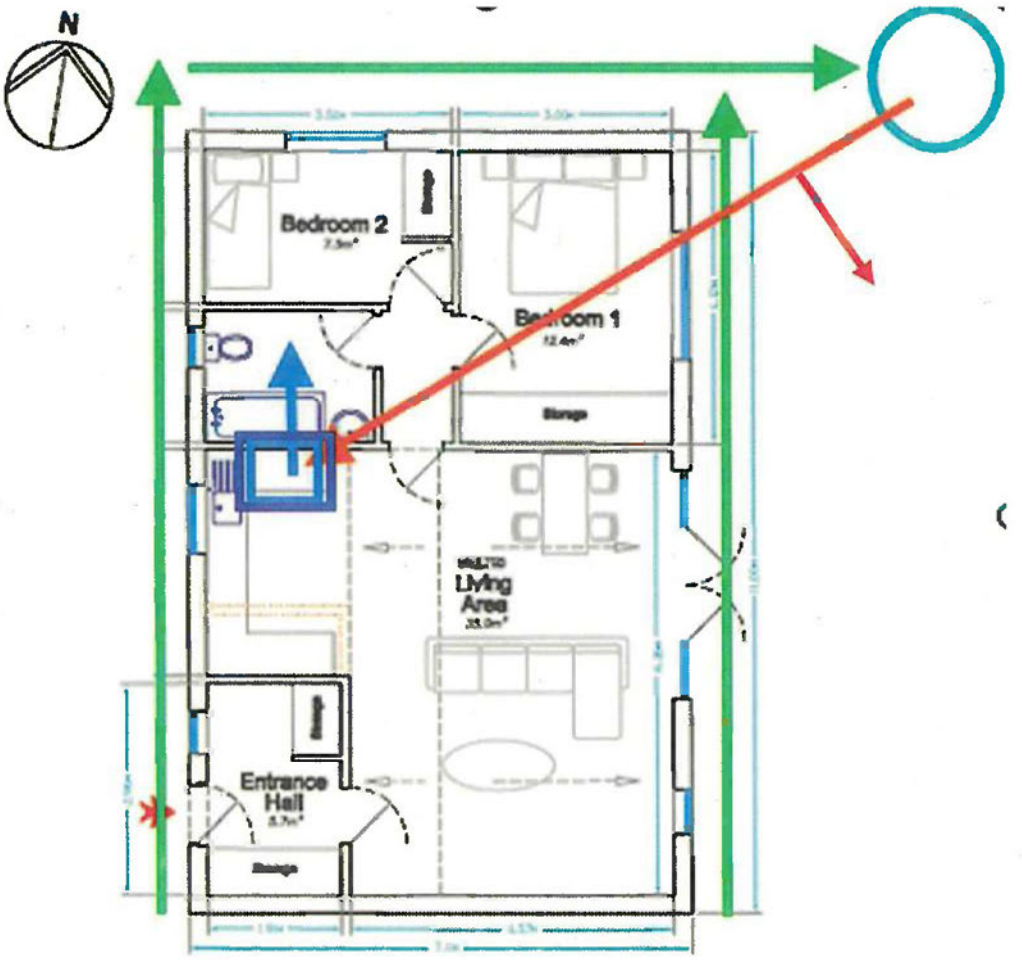
The RainSafe™ System

- **RainSafe™ tank:**
  141.5 litre (37.4gal) buffer tank for ozone rich treated rain water
- **Water treatment:**
  - Combined UV/ozone generator with integral air filter
  - Matched UV lamp ballast <75W
  - 5 µm woven polypropylene filter with natural minerals (7" x 2½")
  - 10 µm woven polypropylene carbon filter (7" x 2½"), converts excess ozone (O_3) to oxygen (O_2)
- **DAB Eurocom pump:**
  Quiet running, delivers Max 3.5 Bar (51psi), with Max 35L/min (9.2gal/min), 0.37kW, 2.4A / 0.6hp
- **Electronic control unit with HMI digital display:**
  On/off switch, system status, hours counter, alarm indicator (visual/audible)
- **Connections:**
  - 2m mains cable with CEE 7/7 plug, Max 13A
  - 2m rainwater harvest tank pump cable with CEE7/7 socket, Max 6A
  - Overflow/vent connection DN50mm, return to harvested rainwater network
  - ¾" BSPF Inlet from the rain harvest tank
  - ¾" BSPF Outlet to the home or office
- **Dimensions:**
  59cm (w) x 59cm (d) x 85cm (h)
  23inch (w) x 23inch (d) x 33½inch (h)
- **Supply:**
  220 – 240V/Single Phase/50Hz

www.rainsafewater.com
www.globalsafewater.com

Appendix 6

Schematic of rainwater harvesting system.



- Rainwater downpipes with leaf guards and initial filtration plus underground drainage
- First flush diverter
- Potable underground rainwater harvesting tank with sedimentation and calmed inlet
- Return flow to treatment unit via pump set above sediment line
- Hydrofinity treatment unit
- Internal water distribution

Schedule 3

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

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

1. Monitoring Fee

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

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

2. Water Neutrality

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

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

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

   2.4 Where installed the Application Site Measures shall be:

      2.4.1 retained in perpetuity;

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

      2.4.3 maintained and kept in good repair.

   2.5 To allow the Council to enter the Application Site for the purpose of inspecting the Application Site Measures and ensuring that the measures are retained as required provided that the Council gives not less than 24 (twenty-four) hours' notice in writing of its intention to inspect the Application Site Measures.

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

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

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

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

      "No disposition of 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 titled number [ ] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

[redacted]

From: Harry Woodage [redacted]
Sent: 10 March 2025 11:34
To: [redacted]
Subject: Re: The Old Dairy HRA/24/0017 - S106 Agreement Manuscript Amendment

[redacted] [redacted]

Hi [redacted]

No problem, I am happy to approve those amendments. Thank you

Harry Woodage
[redacted]

On 10 Mar 2025, at 11:28, [redacted].gov.uk> wrote:

> Hello Harry,
>
> Thank you for returning the agreements signed.
>
> The Council has very recently moved offices. If you are agreeable, instead of reissuing amended engrossments, I propose to deal with the amendment on pages 1 and 2 of the S106 by manuscript amendment.
>
> A copy of your approval will be appended to the legal agreement.
>
> Therefore I would be grateful if you could confirm your approval to the manuscript amendments to both page 1 and page 2 of the S106 agreement for The Old Dairy, to delete references to the Council's old address being "Parkside, Chart Way, Horsham RH12 1RL" and to replace both references with the Council's new address being "Albery House, Springfield Road, Horsham, West Sussex RH12 2GB".

Kind regards,

[redacted]
Legal Assistant

[redacted]

PLEASE NOTE: We have moved, please see the new Council address below.
Horsham District Council, Albery House, Springfield Road, Horsham, West Sussex RH12 2GB
Telephone: 01403 215100 (calls may be recorded) www.horsham.gov.uk Chief Executive: Jane Eaton

The Council will only accept service of documents by email if they are sent to legal@horsham.gov.uk during our office opening hours. Any documents sent to individual email addresses will not in any circumstances be accepted. Communications received outside our office opening hours will be regarded as being served on the next working day
Please contact us in advance if your email, including any attachments, is going to exceed 30MB.

Disclaimer

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