(1) **WEST SUSSEX COUNTY COUNCIL**

(2) **MUSE PLACES LIMITED**

(3) **WEST SUSSEX COUNTY COUNCIL**

(4) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Land at the former Novartis Site – Phase 3
known to HMLR as Land on the south west side of Parsonage Road and on the south east side of Wimblehurst Road, Horsham

Legal ref: CB/12428
Planning ref: DC/25/0415

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

THIS AGREEMENT is made as a deed and dated 2026

Between:

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

(2) **MUSE PLACES LIMITED** (Company Regn No. 02717800) whose registered office is at Kent House 14 – 17 Market Place, London W1W 8AJ **("the Developer")**;

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

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.

1.2 The Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number SX6468 and described as "Land on the south west side of Parsonage Road and on the south east side of Wimblehurst Road, Horsham".

1.3 The Developer has the benefit of a Unilateral Notice in respect of a contract for sale or lease contained in an agreement dated 16 March 2022 made between the Owner and the Developer (known at that time as Muse Developments Limited) referred to in paragraphs 4 and 5 of the Charges Register of title number SX6468.

1.4 The County Council is the Highway Authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.

1.5 The Developer submitted the Application to the District Council which was received and validated on 18 March 2025.

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

1.7 The Parties are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

1.9 As agreed between the District Council and the County Council pursuant to section 101 of the Local Government Act 1972 the District Council will act as the enforcing authority in respect of all the covenants, restrictions, requirements, stipulations and other obligations contained within this Agreement which bind the Application Site owned by the Owner unless and until the County Council has no ownership interest in the Application Site in which case the County Council shall be able to enforce the covenants, restrictions, requirements, stipulations and other obligations contained within this Agreement against successors in title.

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 District Council, the successors to its functions as local planning authority and, in the case of the County Council, the successors to its functions as highway authority.

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

3. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended).
"Application"	the application ascribed reference number DC/25/0415 and described as: "The construction of 244 new homes (Use Class C3) with vehicular and pedestrian access from Parsonage Road, public open space, landscaping, parking and associated works".
"Application Site"	all that land comprising Land on the south west side of Parsonage Road and on the south east side of Wimblehurst Road, Horsham, shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number 17100-HGP-P3-XX-D-A-0100 Rev P05 at Schedule 1 of this Agreement.
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) (England) 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 Development occurs.
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with clause 7.3.
"County Council Monitoring Fees"	the sum of **£3,240.00 (three thousand two hundred and forty pounds)** payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Agreement over the lifetime of the Development and payable on or before completion of this Agreement.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"District Council Monitoring Fee"	fees in the sum of **£1,200.00 (one thousand two hundred pounds)** for monitoring obligations in the Agreement payable to the District Council on or before completion of this Agreement.

"Dwelling"	a residential dwelling constructed on the Application Site pursuant to the Planning Permission and forming part of the Development.
"Head of Development and Building Control"	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
"Indexed"	such increase to sums payable to the County Council by an amount equal to the proportionate increase in the All in Tender Price Index published annually by the Building Costs Information Service of the Royal Institute of Chartered Surveyors from the 20 August 2025 to the date of payment.
"Interest Rate"	interest at the interest rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"Occupation"	occupation for any purpose for which the Planning Permission has been granted by the District Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly.
"Occupation Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Qualifying Trigger"	any trigger contained within this Agreement that attracts the County Council Monitoring Fees because its implementation and/or adherence requires monitoring by the County Council.
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Specified Date"	the date on which an obligation arising under this Agreement is to be carried out or due to be performed and for the avoidance of doubt in relation to the relevant contributions due to the County Council means the date on which the relevant contribution is paid.
"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, sections 101 and 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2 and 4 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1 and clause 9:

6.1.1 the Owner covenants with the District Council to comply fully with and to perform the obligations contained herein and in Schedule 2 and 4 of this Agreement in accordance with the requirements and timescales set out;

6.1.2 the Owner covenants with the County Council to comply fully with and to perform the obligations contained herein and in Schedule 4 of this Agreement in accordance with the requirements and timescales set out;

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

6.2 The County Council covenants with the Owner and the District Council as set out in Schedule 5.

7. NOTICES

7.1 The Owner covenants with the District Council as follows:

7.1.1 to give the Commencement Notice to the District Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

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

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party 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 "Signed for" post and, in the case of the District Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the District Council.

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

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

8. COSTS

8.1 The Developer undertakes to pay on or before the date of this Agreement:

8.1.1 the District Council's reasonable legal costs incurred in preparing and entering into this Agreement;

8.1.2 the District Council Monitoring Fees;

8.1.3 the County Council's reasonable legal costs incurred in preparing an entering into this Agreement; and

8.1.4 the County Council Monitoring Fees.

9. EXCLUSIONS

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

9.2 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.

9.3 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, no obligations contained in this Agreement shall be binding on:

9.3.1 any freehold or leasehold owners or occupiers of individual Dwellings (or their respective mortgagees); or

9.3.2 land held by any of the statutory utilities for their operational purposes.

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, sections 101 and 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 District 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 District Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the District Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

10.6 The Owner hereby undertakes that:

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

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

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

10.7 The Owner and the Developer acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owner and the Developer hereby give consent for the Application Site Plan to be reproduced by the District Council.

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

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

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

10.11.1 expires; or

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

10.11.3 is quashed following a successful legal challenge,

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

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

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

10.14 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.

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

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

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

10.16.2 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.

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

PROVIDED THAT:

10.16.4 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

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

11. DISPUTE RESOLUTION

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

11.2 The Parties shall use their reasonable endeavours to resolve the dispute by agreement. If agreement cannot be reached, the remaining provisions of this clause 11 shall apply.

11.3 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading 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.

11.4 Any expert appointed pursuant to clause 11.3 shall:

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner and the Developer 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 District Council to give the District Council immediate written notice of any change in the ownership of any of its interest in the Application Site occurring before all the obligations under this Agreement have been

discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site purchased by reference to a plan.

13. INTEREST AND INDEXATION

13.1 In the event that any of the contributions payable under this Agreement remain unpaid after the date on which they are due to be paid, the Owner shall pay to the District Council or the County Council (as relevant) interest on said sums at the Interest Rate.

13.2 The contributions payable under this Agreement shall be increased by the percentage (if any) by which the Index shall have increased between the date of its last publication prior to the date of this Agreement (or such other date as shall be specified in this Agreement) and the date of its last publication immediately prior to the date payment is made AND for the avoidance of doubt the relevant restriction, covenant or obligation shall be deemed to have been released when the contributions payment as so adjusted shall have been paid.

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

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL (as Owner)
in the presence of:

Authorised Officer

SIGNED as a **DEED** by
MUSE PLACES LIMITED

…… Signature

In the presence of:

W …… Signature

I …… Print name

T …… Address 1

N …… Address 2

E …… Address 3

S …… Post code

S …… Occupation

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL (as Highway Authority)
in the presence of:

Authorised Officer

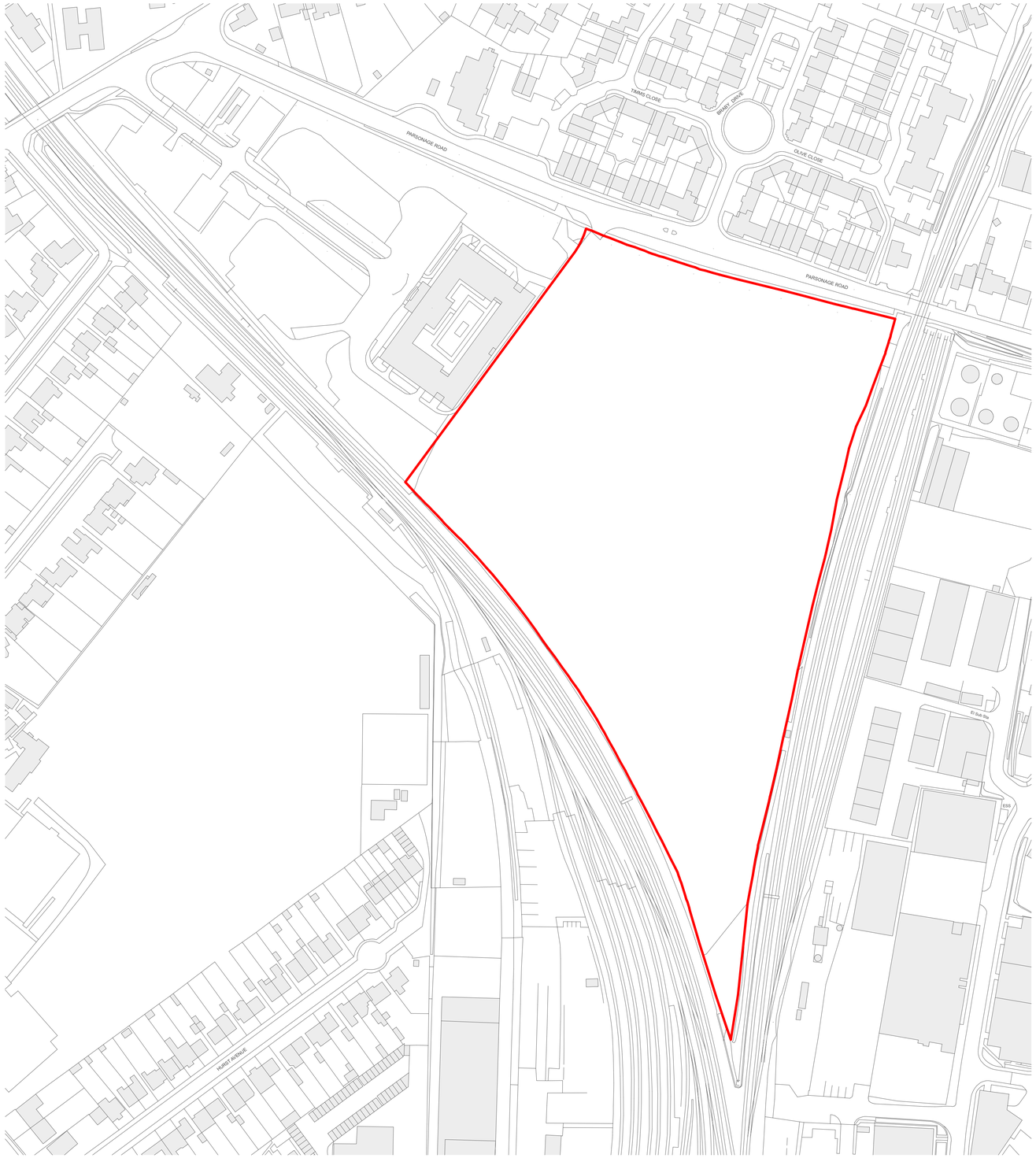
SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Officer

SCHEDULE 1

Plans

Application Site Plan – 17100-HGP-P3-XX-D-A-0100 Rev P05



N

0 25 50 75 100 125m

Please Note:

This drawing can only be scaled for planning purposes. Dimensions to be checked on site and any discrepancies are to be highlighted to the Architect prior to construction.

Topographical / Ordnance Survey information shown has been prepared by a third party, HGP accept no responsibility for accuracy or completeness of the survey.

This drawing is to be read in conjunction with all other project drawings, construction notes and / or project specifications including those by other project consultants and specialists. All discrepancies should be reported immediately.

Design subject to detail development / approval. Measurements and accommodation schedules are subject to amendments following coordinated input by others. Costings cannot be finalised until approval / confirmation by relevant authorities and client

MUSE

Rev	Description	Date	DB	CB
P05	PLANNING ISSUE	24.01.25	IC	MLE
P04	General Amendments	17.01.25	TIM	MLE
P03	PLANNING ISSUE	20.12.24	LW	MLE
P02	Amended Red line	20.12.24	TM	MLE
P01	Initial Issue	01.11.24	LW	MLE

Former Novartis Site, Horsham

Location Plan

PROJECT	**JOB NO**
Novartis Site, Horsham	23.166
SCALE	**DATE**
1:1250 @ A1	01.11.24
DRAWN BY / CHECKED BY	**REVISION**
LW / MLE	P05
DWG#	**STATUS**
17100-HGP-P3-XX-D-A-0100	PLANNING

hgp

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SCHEDULE 2

Affordable Housing

1. **DEFINITIONS**

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

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

OR

b) an unregistered provider of affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing.

"Affordable Housing Tenure Mix"	the mix of Affordable Housing Units comprising Rented Units and Shared Ownership Units to be provided in the Development in accordance with paragraph 2.2 of this Schedule 2 or other mix which shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	a minimum 35% (thirty five percent) of the total 244 (two hundred and forty four) Dwellings to be provided as part of the Development of which the Affordable Rented Units and the Shared Ownership Units are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative Affordable Housing Tenure Mix is required to fulfil the requirements of paragraph 3.8 of this Schedule 2.
"Affordable Rent"	chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance as may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% (eighty percent) of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the District Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"BCIS Index"	the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify.
"Deed of Nomination Rights"	the District Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Rented Units for the life of the Development.
"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 990 (nine hundred and ninety) years and **"Dispose"** shall be construed accordingly.

"First Occupation"	the date on which each Housing Unit is Occupied for the first time.
"Fully Serviced"	where provision of Affordable Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, gas, mains water, sewerage and high-speed broadband are installed and fully functional.
"Head of Housing and Communities"	the District Council's Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
"Homes England" ("HE")	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England).
"Housing Register and Nominations Policy"	the District Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to the Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices.
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development, this term to be used interchangeably with **"Dwelling"**.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment.
"Open Market Units"	all those Dwellings to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for Occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words and **"Practically Complete"** shall be construed accordingly.
"Rented Units"	Dwellings to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and

	Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and/ or Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended).
"Shared Ownership Lease"	a lease which accords with HE's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to be made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% (ten percent) and not more than 75% (seventy five percent) and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% (one hundred percent) or such other equity sharing or retention terms from time to time approved by the District Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Dwellings that will be let to persons in housing need at a Social Rent and "**Social Rented Unit**" shall be construed as meaning any one of them.

The Owner hereby covenants with the District Council as follows:

2. **GENERAL PROVISIONS**

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

2.2 The Affordable Housing Tenure Mix shall depend on the total number of Affordable Housing Units delivered in the Development and shall be as follows (where fractions of a Dwelling are rounded to the nearest whole number):

2.2.1 Where the provision of Affordable Housing Units comprises c.35% (thirty five percent) of the total number of Dwellings (86 (eighty six) Affordable Housing Units of 244 (two hundred and forty four) Dwellings, the Affordable Housing Tenure Mix shall be 60 (sixty) Rented Units (c. 70% (seventy percent)) and 26 (twenty six) Shared Ownership Units (c. 30% (thirty percent)); or

2.2.2 Where the provision of Affordable Housing Units comprises 100% (one hundred percent) of the total number of Dwellings (all 244 (two hundred and forty four) Dwellings) the Affordable Housing Tenure Mix shall be

subject to agreement in writing with the Council, subject to a minimum provision of 50% (fifty percent) Rented Units and the remainder as Shared Ownership Units; or

2.2.3 Where the provision of the Affordable Housing Units comprises a percentage between the minimum 35% (thirty five percent) requirement and the maximum 100% (one hundred percent) of the Dwellings, the Affordable Housing Tenure Mix shall be subject to agreement in writing with the Council, subject to a minimum provision of 60 (sixty) Rented Units (being the equivalent of 70% (seventy percent) of 86 (eighty six) Affordable Housing Units).

2.3 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the District Council from time to time.

2.4 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

2.5 The Owner further covenants that:

2.5.1 subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), the Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent or Social Rent terms or any other form of low cost rented accommodation (as defined by s.69 of the Housing and Regeneration Act 2008), by way of an assured tenancy complying with the guidance given by HE;

2.5.2 subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

3.1 Prior to Occupation of a maximum of 25% (twenty five percent) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

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

3.1.2 the transfer to an Affordable Housing Provider of (a) the Affordable Housing Units, Fully Serviced and in clean condition; and (b) the Affordable Housing Land.

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2 of this Schedule, prior to Occupation of a maximum of 75% (seventy five percent) of the Open Market Units, to:

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

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

3.2.3 provide the New Homes Build Warranty for each of the Affordable Housing Units to the Affordable Housing Provider.

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

3.4 Not to Occupy or allow Occupation of more than 75% (seventy five percent) of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

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

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

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

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

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

3.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 3.7.1 of this Schedule EITHER to find an Affordable Housing Provider(s) (as required by paragraph 3.1) with the assistance of the

District Council AND/ OR to agree an alternative tenure mix by amendment of the Affordable Housing Scheme.

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

3.10 Unless otherwise agreed by the District Council or directed by HE any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of a Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing.

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units the Owner shall ensure that:

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

4.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to a minimum of base course; and

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

5. EXCLUSIONS

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

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

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

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

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

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

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

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

5.1.4 a Shared Ownership leaseholder who has acquired 100% (one hundred percent) of the shares in the Shared Ownership Unit; and

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

SCHEDULE 3

Specimen Deed of Nomination Rights

[**AFFORDABLE HOUSING PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

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

BETWEEN:

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

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

1. DEFINITIONS

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

"**Affordable Housing"**	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision, and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Affordable Rent"	chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% (eighty percent) of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the District Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods;

"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0007/146779/Housing-Register-Nominations-Policy.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"**Nominee"**	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Rented Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council;

	d) before taking up occupation of the Rented Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Rented Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
"**S106 Agreement"**	the agreement relating to the Application Site and dated [….] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	dwellings that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Rented Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Rented Unit is complete;
"Void"	a Rented Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that a Rented Unit is to become a Void with such notification to include the anticipated period that the Rented Unit will remain as a Void;

"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

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

4. NOMINATION PROCEDURE FOR RENTED UNITS

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

Initial Lets

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

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

Nomination procedures

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

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

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

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

Failure to let

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

Notices

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

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

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

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

4.7.4. accepting an Offer from the Affordable Housing Provider.

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

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

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

4.9. In the event that:

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

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

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

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

Voids and reletting

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

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

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

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

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

Exempted Voids

4.12. Where the Void is an Exempted Void:

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

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

Rejecting Nominees

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

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

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

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

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

5. NOTICES

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

5.1.1. delivered by hand; or

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

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

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

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

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

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

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

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

7. DISPUTES

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

8. COSTS

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

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

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

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

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[*To be provided by the Affordable Provider]*

SCHEDULE 4

Highway Works and Contributions, Car Club and Permissive Cycle Route

1. Interpretation of this Schedule

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

"All Requisite Consents"	all requisite consents, orders, agreements, authorisations, licences and permissions required to implement a scheme.
"B2237 North Parade Traffic Signals Improvement Contribution"	the sum of **£14,040 (fourteen thousand and forty pounds)** to be paid to the County Council for improvements to the B2237 North Parade traffic signals to mitigate the impact of the Development in the vicinity of the Application Site.
"Car Club Scheme"	a scheme to promote sustainable travel and reduce reliance on private vehicles by providing one car club space and vehicle and charging point for use by residents of the Development to be provided in accordance with this Schedule 4.
"CIL"	Community Infrastructure Levy charged and collected in relation to qualifying development in accordance with the Community Infrastructure Levy Regulations 2010 and which provides funding for infrastructure associated with such development.
"Pedestrian Crossings Contribution"	the sum of **£16,000.00 (sixteen thousand pounds)** to be used towards pedestrian crossing points at the Parsonage Road/ Foundry Lane/ Parsonage Way mini roundabout and/ or on the Rusper Road, Parsonage Road, Kings Way and Crawley Road arms of the Crawley Road roundabout to be paid to the County Council in accordance with this Schedule 4.
"Permissive Cycle Route"	the proposed cycle route from Parsonage Road through the Application Site to its west boundary, the detail of which is to be submitted to and approved by the County Council in accordance with this Schedule 4 and which may amended from time to time with approval of the County Council.
"Traffic Monitoring Scheme"	a scheme to monitor and review movements and volumes of vehicular road traffic (including cyclists) and pedestrians at the junction of Wimblehurst Road and Parsonage Road to inform the District Council whether highway works will be required using CIL to be submitted to and approved by the District Council in accordance with this Schedule 4.
"Travel Plan"	the travel plan dated June 2025 which includes initiatives to promote sustainable modes of transport to and from the Application Site.

"Travel Plan Co-ordinator"	the person appointed by the Owner responsible for securing the implementation of the Travel Plan.
"Travel Plan Monitoring Fee"	a fee in the sum of **£3,950 (three thousand nine hundred and fifty pounds)** for monitoring the travel plan obligations in the Agreement to be paid to the County Council in accordance with this Schedule 4 of this Agreement.

The Owner hereby covenants with the District Council and the County Council as follows:

1. TRAVEL PLAN AND TRAVEL PLAN MONITORING FEE

1.1. Prior to Occupation of the Development, the Owner shall pay the Travel Plan Monitoring Fee Indexed to the County Council and shall not Occupy the Development until the Travel Plan Monitoring Fee Indexed has been paid in full to the County Council.

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

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

2. TRAFFIC MONITORING SCHEME

2.1. Prior to Commencement of Development, the Owner shall submit details of the Traffic Monitoring Scheme to the District Council for approval, which shall include:

2.1.1. details, dates and times of day when monitoring will take place;

2.1.2. the frequency and dates on which the results will be reported to the District Council;

2.1.3. the start and end dates for the scheme, which, for the avoidance of doubt shall cease no later than December 2031, or such alternative date as shall be agreed in writing by the District Council; and

2.1.4. any other details as the District Council shall reasonably require

and shall not Commence Development until the aforesaid details have been approved in writing by the District Council.

2.2. Upon first Occupation the Owner shall implement the approved Traffic Monitoring Scheme or amendments (as may be agreed with the District Council in writing) until such time the agreed end date for said scheme.

3. PROVISION OF PERMISSIVE CYCLE ROUTE

3.1. Prior to Commencement of Development, the Owner shall submit details of the Permissive Cycle Route to the County Council for approval in writing, such details to include:

3.1.1. location of the route by reference to a plan;

3.1.2. specifications, including but not limited to: dimensions, materials, drainage; and

3.1.3. locations and specification of related signage

and shall not permit Commencement of Development until the County Council has approved in writing the aforesaid details.

3.2. Once the County Council has approved the details of the Permissive Cycle Route the Owner shall obtain All Requisite Consents necessary to implement the Permissive Cycle Route.

3.3. Prior to Occupation of the final Dwelling in the Development, the Owner shall construct, provide and retain the Permissive Cycle Route for the use of all cyclists, (not just residents of the Development) without hindrance or payment in accordance with the details approved by the County Council pursuant to paragraph 3.1 (above) and shall not permit Occupation of the final Dwelling in the Development until the Permissive Cycle Route shall be open and available for use by all cyclists (not just residents of the Development) without hindrance or payment.

4. PEDESTRIAN CROSSINGS CONTRIBUTION AND B2237 NORTH PARADE TRAFFIC SIGNALS IMPROVEMENT CONTRIBUTION

4.1. Prior to First Occupation of any Dwelling, the Owner shall pay the Pedestrian Crossings Contribution Indexed to the County Council and shall not Occupy any Dwelling until the Pedestrian Crossings Contribution Indexed has been paid in full to the County Council.

4.2. Prior to First Occupation of any Dwelling, the Owner shall pay the B2237 North Parade Traffic Signals Improvement Contribution Indexed to the County Council and shall not Occupy any Dwelling until the B2237 North Parade Improvement Traffic Signals Contribution Indexed has been paid in full to the County Council.

5. CAR CLUB SCHEME

5.1. Prior to First Occupation of any Dwelling, the Owner shall submit details of the Car Club Scheme to the County Council for approval in writing and shall not allow First Occupation of any Dwelling, until the County Council has approved the details of the Car Club Scheme in writing, such approval not to be unnecessarily delayed or withheld.

5.2. Prior to Occupation of the 50th Dwelling, the Owner shall deliver the Car Club Scheme in accordance with the details approved by the County Council pursuant to paragraph 5.1 (above) and shall not permit Occupation in excess of 50 (fifty)

Dwellings until the Car Club Scheme is fully operational and available to the occupants of the Development.

SCHEDULE 5

County Council Covenants

The County Council covenants with the District Council and the Owner hereby as follows:

1. To use the sums paid to the County Council pursuant to this Agreement for the purposes set out herein.

2. Upon receipt of a written request the County Council will pay to the party who made payment such amount of the sums paid to the County Council under this Agreement which has not been expended or committed for expenditure in accordance with this Agreement within 5 (five) years of the date of receipt by the County Council of such payment.