

HORSHAM DISTRICT COUNCIL CONSULTATION

TO:	Horsham District Council – Planning Dept
LOCATION:	Lower Broadbridge Farm Billingshurst Road Broadbridge Heath Horsham
DESCRIPTION:	Application to discharge the obligation under Schedule 3, Clause 1 [submission of the Open Space Plan] of the legal agreement under the application DC/22/1052 (application as amended by DC/25/1886)
REFERENCE:	S106/26/0022
RECOMMENDATION:	Modification
SUMMARY OF COMMENTS & RECOMMENDATION: As per the legal agreement, the Open Space Plan is to include but not be limited to the following: • <i>plans, details, specifications and a timetable for the provision;</i> • <i>details of any play areas to be provided therein;</i> • <i>approval of boundaries of any areas or parcels of land to be transferred to the Management Company;</i> • <i>details of layout, landscaping and planning;</i> • <i>details for topsoil and seeding;</i> • <i>details of surface treatment;</i> • <i>details of earthworks, excavations, construction and drainage;</i> • <i>fencing details;</i> • <i>signage.</i> The Open Space Plan has not yet been approved in writing by the Council. Please refer to landscape comments made under DC/26/0592. Please note in addition that some details above, such as signage, are not expected to be provided at reserved matters.	
MAIN COMMENTS: N/A	
RECOMMENDED CONDITIONS: N/A	
NAME:	Elly Hazael Trainee Landscape Architect (Planning)
DEPARTMENT:	Specialists Team - Strategic Planning
DATE:	17/09/2026
SIGNED OFF BY:	Inês Watson CMLI

	Specialists Team Leader (Landscape Architect)
DATE:	18/09/2026

SCHEDULE 3
OPEN SPACE AREAS and MONITORING FEES

Open Space Areas

The Owner covenants with the Council as follows:-

- 1 The Owner shall submit to the Council for approval in writing as part of the first Reserved Matters Application the Open Space Plan and not to Commence Development until the Open Space Plan has been approved in writing by the Council
- 2 Prior to the Occupation of more than 75% (seventy-five per cent) of Dwellings the Owner shall:
 - 2.1 provide and Practically Complete the Open Space Areas in accordance with the approved Open Space Plan and the programme set out therein and make the same ready for use and invite the Council to inspect the Open Space Areas; and
 - 2.2 submit to the Council for its written approval the draft Management Scheme.
- 3 The Owner shall not cause permit or suffer the Occupation of more than 75% (seventy-five percent) of Dwellings until:
 - 3.1 the Open Spaces Areas have laid out and Practically Completed to the Council's reasonable satisfaction and in accordance with the specification in the approved Open Space Plan respectively so that it is ready for use by the public and has obtained a Practical Completion (Open Space) Certificate; and
 - 3.2 The Council has approved in writing the Management Scheme.
- 4 The Owner shall not use or allow the Open Space Areas to be used for any other purpose other than for the use by and for the enjoyment of the public in perpetuity
- 5 Upon receipt of an invitation to inspect the Open Space Areas (or any part thereof) pursuant to paragraph 3 of this Schedule the Council shall inspect the Open Space Areas within a reasonable period and issue either:
 - 5.1 a Practical Completion (Open Space) Certificate;

- 5.2 or if in the opinion of the Council there are any defects in any of the works undertaken in the Practical Completion of the Open Space Areas, a Remedial Notice
- 6 Upon receipt of a Remedial Notice pursuant to paragraph 5 the Owner shall make good any defects in the works in accordance with the same, including the timescale set out therein, and the provisions of paragraph 5 shall apply until the Council considers it can issue an Practical Completion (Open Space) Certificate and, in the event that the Owner fail to comply with any Remedial Notice in accordance with the timescales set out therein, the Council shall be entitled to enter onto the Land (or any part thereof) in order to carry out the required works.
- 7 The Owner shall pay the Council's reasonable costs in undertaking any inspection pursuant to paragraph 6 and in taking any action to remedy the failure to comply with any Remedial Notice within 21 (twenty-one) Working Days of the Council serving notice of the amount due.
- 8 The Owner shall insure and maintain or procure the maintenance of the Open Space Areas at its own cost in accordance with the approved Management Scheme to the satisfaction of the Council until completion of its transfer to the Management Company
- 9 The Owner shall not allow more than 90% (ninety percent) of the Dwellings to be Occupied until the Open Space Areas have been transferred to the Management Company created in accordance with the provisions of paragraphs 10 – 13 of this Schedule and the Open Space Areas shall thereafter be maintained in perpetuity in accordance with the approved Management Scheme.

Management Company Provisions

- 10 The Owner shall not use or Occupy or cause or suffer or permit the use or Occupation of any of the Dwellings until such time as the Owner has at its own expense:
- 10.1 submitted to the Council and the Council has approved in writing the Management Company Structure Scheme;
- 10.2 Set up and registered the Management Company in accordance with the Management Company Structure Scheme as approved by the Council.

- 10.3 Ensured that the Management Company has at least 2 (two) named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company;
- 10.4 Procured that the Management Company appoints a named manager ("**the MC Manager**") responsible for liaising with the Council and Occupiers of the Dwellings.
- 10.5 Procured through the Management Company documentation (as set out in paragraph 14 below) that the Management Company will hold at least one (1) public meeting per year.
- 10.6 Procured through the Management Company documentation that the Management Company is to be responsible for the upkeep and on-going maintenance of Open Space Areas in accordance with the approved Open Space Plan and the obligations under this Deed.

Management Company Documents

- 11 Not to use or Occupy or cause or suffer or permit the use or Occupation of any of the Dwellings until such time as the Owner has provided the Council with the following information and documents relating to the Management Company:
 - 11.1 a copy of the company Certificate of Incorporation and Articles of Memorandum;
 - 11.2 a copy of its Rules (including the holding of at least one (1) public meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and Regulations and operational manuals;
 - 11.3 any other relevant documentation relating to the Open Space Areas;
 - 11.4 details of the names and addresses of all Directors, Members and the Company Secretary;

- 11.5 such evidence as may be reasonably required by the Council of the financial resources available to the Management Company including evidence that (through the levying of a Rentcharge) there will be adequate resources in place to undertake the maintenance of the Open Space Areas in perpetuity in accordance with the Management Scheme.

Operation of the Management Company

12 The Owner hereby covenants;

- 12.1 to ensure that upon the transfer of any Dwellings that all freehold and registrable leasehold Occupiers of the Dwellings are able to be Members of the Management Company and eligible to vote at any Annual General and Special Company Meetings;
- 12.2 to ensure that the Transferee is able to be a member of the Management Company;
- 12.3 that the MC Manager will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Dwellings
- 12.4 to ensure that the Rentcharge is secured on the first Disposal of any Dwellings and that covenants are contained on the transfer to procure that on any subsequent Disposal the Rentcharge is secured in favour of the Management Company
- 13 Not to transfer any parcel of land comprising or comprised of the Open Space Areas to the Management Company except upon the following terms and conditions unless otherwise agreed with the Council:
- (i) title shall be deduced in accordance with the Land Registration Act 2002;
 - (ii) the parcels of land comprising or comprised the Open Space Areas will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements and other matters relating to the Land;
 - (iii) vacant possession of the parcel of land comprising the Open Space Areas shall be given on the date of the transfer in accordance with the provisions of this Deed;
 - (iv) completion shall take place within 60 Working Days after the Council confirms

that the relevant works have been Practically Completed pursuant to paragraph 5 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owner and the Management Company;

- (v) the transfer of the Open Space Areas to the Management Company shall be subject to a covenant to comply with the following:
 - (a) the Open Space Areas shall be made available for the use of the general public and shall only be used for the purposes of public open space as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon;
 - (b) the Owner and the Council agree that when the Open Space Areas are transferred to the Management Company the Owner shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owner to restrict the use of the land in accordance with the restrictions set out in this Deed

- 14 That the Open Space Areas shall be maintained at all times in accordance with the Management Scheme approved under this Schedule subject to any amendments or revisions thereto subsequently approved in writing by the Council.

Monitoring Fee

- 15 To pay the Monitoring Fee to the Council on or prior to Commencement of the Development.
- 16 Not to Commence the Development unless and until the Monitoring Fee has been paid to the Council.