(1) **MANSION DEVELOPMENTS LIMITED**
(2) **CLOSE BROTHERS LIMITED**
(3) **LANCER INVESTMENTS LIMITED**
(4) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Land at Former Longfield House, East Street, Rusper RH12 4RB

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

Legal ref: DSM/12045
Planning ref: DC/24/1300

THIS AGREEMENT is made as a deed and dated 18th September 2025

Between:

(1) **MANSION DEVELOPMENTS LIMITED** (Company Registration No.04300177) whose registered office is at 44 North Street, Chichester, West Sussex PO19 1NF (**"the Owner"**);

(2) **CLOSE BROTHERS LIMITED** (Company Registration No.00195626) whose registered office is at 10 Crown Place, London EC2A 4FT (**"the Mortgagee"**)

(3) **LANCER INVESTMENTS LIMITED** (Company Registration No. 00955789) whose registered office is 14th Floor 33 Cavendish Square, London W1G 0PW (**"Offsetting Site Owner"**)

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX253372 being Former Longfield House, East Street, Rusper, Horsham RH12 4RB.

1.2 The Mortgagee is the registered proprietor of a charge dated 24th March 2023 as referenced at entry numbers 3 and 4 of the charges register of title number WSX253372 and the Mortgagee has agreed to enter into this Agreement to give its consent to the same.

1.3 The Offsetting Site Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX202698.

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

1.5 The Owner submitted the Application dated 27th August 2024 to the Council which was validated by the Council on the same day.

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

1.7 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.

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

1.9 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 the Owner and the Offsetting Site Owner have entered into this Agreement in order to secure the required mitigation and Offsetting Measures in order to bind the Application Site and the Offsetting Sites.

1.10 The Application Site benefits from an Extant Permission which is not subject to Water Neutrality measures or restrictions and by this Agreement the Owner agrees to abandon further development pursuant to the Extant Permission so that the estimated water usage can be transferred to the Development.

1.11 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.

1.12 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:

"2014 Permission"	planning permission granted by the Council on 14th May 2014 under reference number DC/14/0413 as it relates to Plot 1 only for purpose of this Agreement, the: "erection of two detached dwellings and garages (to the rear of the site) and revisions to approved dwelling (permitted under DC/12/0353 dated 16/04/2012) together with a new access road" on the Application Site and FOR THE AVOIDANCE OF DOUBT in this Agreement includes any subsequent permission, approval or consent having the effect of amending or varying this planning permission under section 96A and/ or section 73 of the Act (including but not limited to the planning permissions granted under references DC/15/0834, DC/15/1712, DISC/16/0024, DC/21/2359, DC/23/0069 and DC/24/1144);

"Act"	the Town and Country Planning Act 1990 (as amended);
"Application"	the application ascribed reference number DC/24/1300 and described as the erection of 2No. detached self-build dwellings with car parking. Relocation of an approved access and retention of existing access;
"Application Site"	all that land comprising the land at Former Longfield House, East Street, Rusper RH12 4RB shown for identification purposes edged red on the Application Site Plan and to which the Application relates;
"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 2304/50/RPC 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) 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;
"Extant Planning Permission"	the 2014 Permission;
"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 has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly.
"Occupation Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Offsetting Measures"	the detailed water saving measures that are to be implemented on the Offsetting Site to make the Development Water Neutral set out in the Water Neutrality Statement.
"Offsetting Site"	all that land comprising West Point, London Road, Horsham, West Sussex RH12 2PF at which the Offsetting Measures are to be

	implemented, maintained and managed for the lifetime of the Development and which is identified coloured in red on the Offsetting Site Plan.
"Offsetting Site Plan"	the plan of the Offsetting Site entitled "Proposed 1st – 4th Floor Plans" with drawing no.P04 Rev B and dated December 2004 at Schedule 1 of this Agreement.
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Position Statement"	the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.
"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.
"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 Watt Energy & Consulting Engineers Ltd dated 16th June 2025 (Revision E) on behalf of the Owner and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation measures to achieve Water Neutrality and which appears at Schedule 3 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 paragraphs 3 to 6 of Schedule 4 and Schedule 5 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

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

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

6.1.3 The Offsetting Site Owner covenants with the Council to comply fully with and to perform the obligations contained herein and in Schedule 5 of this Agreement in accordance with the requirements and timescales set out.

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 14 (fourteen) days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 14 (fourteen) 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 and the Monitoring Fee.

9. MORTGAGEE'S/ MORTGAGEES' CONSENT/ LIABILITY

9.1 The Mortgagee consents to the completion of this Agreement and declares that their interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of their interest in the Application Site.

9.2 Any current mortgagee or 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 and/or the Offsetting 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 and/or the Offsetting Site 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 and the Offsetting Site 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 and the Offsetting Site 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 and the Offsetting Site Owner hereby undertake 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 and the Offsetting Site Owner acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owner hereby gives consent for the Development 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.) 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; 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 The Offsetting Site Owner (or any person deriving title to the Offsetting Site from the Offsetting Site Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Offsetting Site Owner has parted with their interest in the Offsetting Site or such part of the Offsetting Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

10.15 References to the Application Site and Offsetting Site include any part of it.

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

10.17 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.

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

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

10.18.2 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.

10.18.3 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:

10.18.4 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

10.18.5 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.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owner and the Offsetting Site 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 and the Mortgagee has any legal or equitable interest in the Application Site.

12.2 The Offsetting Site Owner warrants that no person other than the Offsetting Site Owner has any legal or equitable interest in the Offsetting Site.

12.3 The Owner and the Offsetting Site Owner undertake 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.

13. GENERAL

13.1 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this deed or the Planning Permission or the Extant Planning Permissions the planning obligations that relate to the Offsetting Site, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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

EXECUTED as a **DEED** by
MANISION DEVELOPMENTS LIMITED
acting by two directors or one director and the company secretary

[redacted] ..... Signed (Director)

..... [redacted] ..... Signed (Director/ Company Secretary)

EXECUTED as a **DEED** by
CLOSE BROTHERS LIMITED
acting by an Attorney* in the presence of a witness

..... [redacted] ..... Signature of Attorney

MATTHEW GREGAN ..... Print name

PARTNER, SOLICITOR ..... Position held

In the presence of a witness:

..... [redacted] ..... Signature of witness

PRIYA DHOST ..... Print name

TRAINEE SOLICITOR ..... Position held

Thomson Snell & Passmore LLP
Heathervale House
2 - 4 Vale Avenue
Tunbridge Wells
Kent
TN1 1DJ

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Mortgagee must be submitted to the Council with this Deed.

EXECUTED as a **DEED** by
LANCER INVESTMENTS LIMITED
acting by one Director

..... [redacted] ..... Signature

In the presence of:

W ..... [redacted] ..... Signature
I ..... JAMES WEIR ..... Print name
T ..... 1 THE CLOSE ..... Address 1
N ..... ASHINGTON ..... Address 2
E ..... WEST SUSSEX ..... Address 3
S ..... RH20 3LS ..... Post code
S ..... CIVIL SERVANT ..... Occupation

~~**SEALED WITH THE COMMON SEAL of**~~
~~**HORSHAM DISTRICT COUNCIL**~~

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL

18118 x4



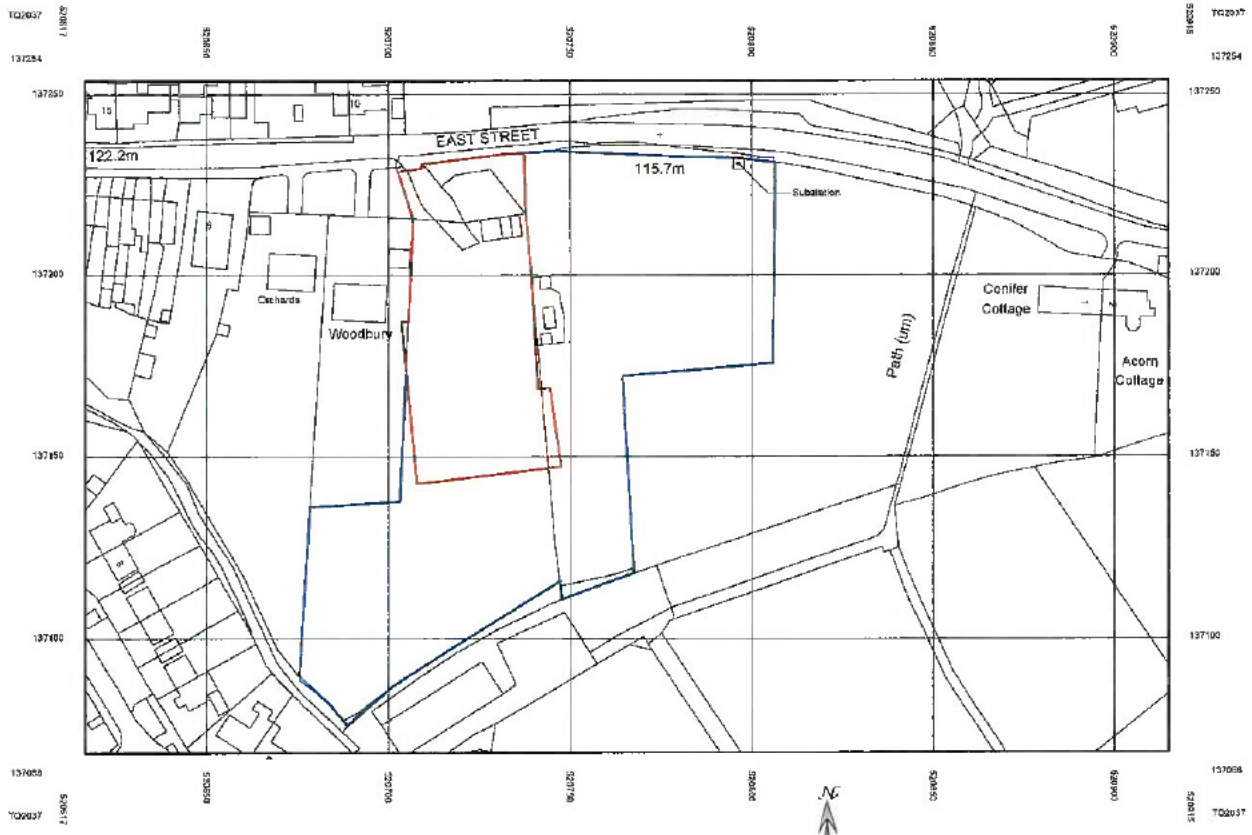
in the presence of:

[redacted]

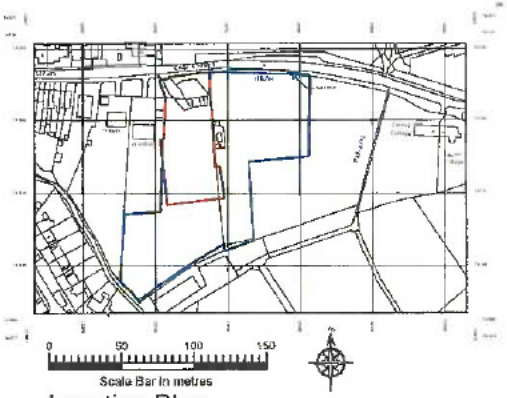
Authorised Officer

Schedule 1

The Application Site Plan



Block Plan
Scale 1:500



Location Plan
Scale 1:1250

[redacted]

TURN2 Ltd
30c High St,
Welwyn,
Hertfordshire, AL69RQ

LAND at FORMER
LONGFIELD HOUSE
EAST STREET
RUSPER

PROPOSED
LOCATION &
BLOCK PLANS

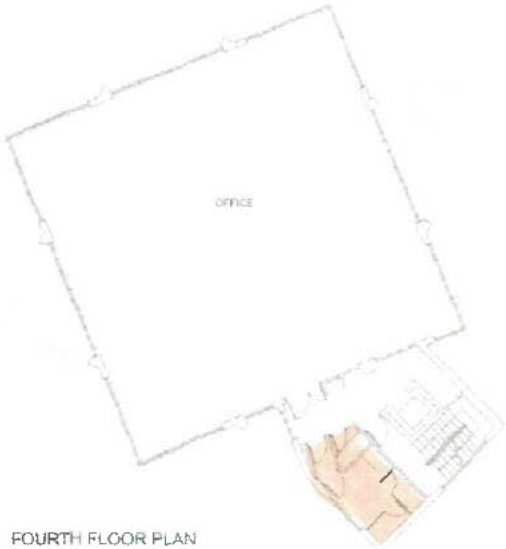
No.

Schedule 2

Offsetting Site Plan

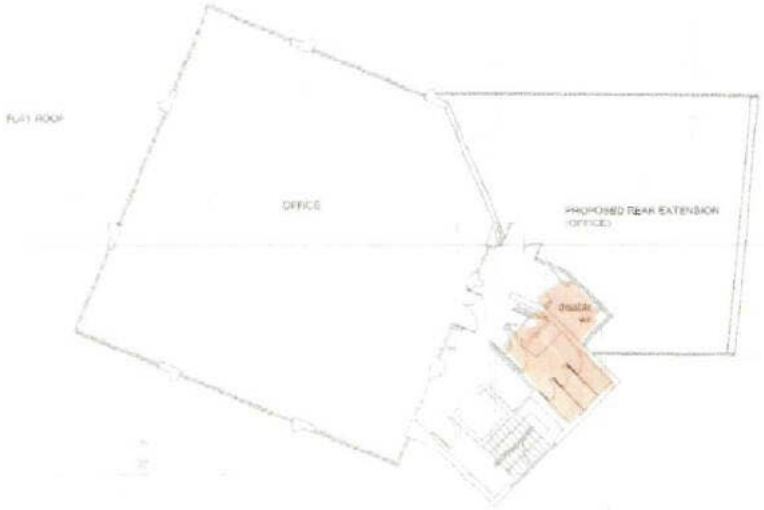


2ND FLOOR PLAN



FOURTH FLOOR PLAN

[redacted]



1ST FLOOR PLAN



3RD FLOOR PLAN

04.0894 P04 D

McALEER

WESTPOINT, SPRINGFIELD ROAD
HORSHAM, WEST SUSSEX
RH12 2PD

PROPOSED
1ST - 4TH FLOOR PLANS

1:100@A1 DEC 04

SAA

Schedule 3

Water Neutrality Statement

MANSION DEVELOPMENTS

Water Neutrality Statement

Erection of two new detached dwellings - Former Longfield House, East Street, Rusper, RH12 4RB

16th June 2025

Watt Energy & Consulting Engineers Ltd
40 King Street, Manchester, M2 6BA

t. 0161 43 43 103
w. www.wece.co.uk
e. office@wece.co.uk

watt
Energy & Consulting Engineers

Issue Control

Director	Daniel Watt [redacted]
Mechanical Engineer	Bernard Stricker [redacted]

First Issue Date	Revision Issue Date	Issue Revision	Issued By
23rd August 2024	-	A	BS
23rd August 2024	4th October 2024	B	BS
23rd August 2024	18th February 2025	C	BS
23rd August 2024	13th March 2025	D	BS
23rd August 2024	20th March 2025	E	BS

Document Disclaimer

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Appendix A – Site Plans

Appendix B – Proposed Water Usage Calculations Part G

Appendix C – Rainwater Harvesting System, Rainfall Data & Calculations

Appendix D - Offsetting Measures at West Point

1 Introduction

1.1 This Water Neutrality Statement (WNS) has been prepared on behalf of our clients, Mansion Developments Limited, to demonstrate how the proposed development at the Land Former Longfield House, East Street, Rusper, RH12 4RB, will achieve water neutrality.

1.2 It is proposed to construct 2 five-bedroom dwellings with associated garages.

1.3 This document has been prepared in response to Natural England's position statement concerning applications within the Sussex North Water Supply Zone (SNWSZ). The statement highlights that developments in this zone may impact the Arun Valley site and advises that these developments should not exacerbate this effect. In line with Natural England's Position Statement on Water Neutrality and the Somerset Ruling, all new, reserved matters, conditions discharge, and Section 73 planning applications within the SNWSZ must demonstrate water neutrality. This assessment ensures that the net water consumption post-development will not exceed the existing demand, thereby preventing an unsustainable burden on local water resources. The SNWSZ spans parts of Horsham District, as well as areas in the neighbouring Chichester, Arun, and Crawley Districts.

1.4 To meet the requirements for water neutrality set by Natural England (NE) and Horsham District Council (HDC), this Water Neutrality Statement (WNS) will address the following points:

- The baseline water demand for the development site;
- Any changes in water demand resulting from the proposed development;
- The water demand reduction measures to be implemented, such as installing water-efficient fixtures and fittings and rainwater harvesting;
- Whether the proposed development will achieve water neutrality; and
- Whether additional offsetting measures are needed to meet the proposed water demand.

2 Development Background

2.1 The proposed development is located at Longfield House, East Street, Rusper, RH12 4RB.

2.2 The proposal is to build two five-bedroom houses with associated garages. These houses must be offset and demonstrate water neutrality. A copy of the proposed plans is available for review in Appendix A

3 Existing Water Demand

3.1 The existing water demand in Nil.

4 Proposed Water Demand

4.1 As previously mentioned, the proposed development of the site will consist of two five-bedroom houses with garages.

4.2 Regarding the mains water demand for the dwellings, they must comply with Paragraph 2 of Schedule F1 of the Building Regulations 2010, which specifies that "the potential consumption of wholesome water by persons occupying a new dwelling must not exceed 125 litres per person per day."

4.3 The occupancy levels for the development have been derived from local census data, as recommended by Horsham District Council (HDC) in their water neutrality methodology guidance. A summary of this data is provided in Table 1 below.

1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	5-Bedroom
1.32	1.88	2.47	2.86	3.09

Table 1 - Average occupancy levels per dwelling size in the district

4.4 Using the data provided by Horsham District Council, the estimated population per dwelling is **3.09**.

4.5 To reduce the demand on mains water, it is proposed that the dwellings will achieve a water efficiency of no more than 110 litres per person per day, in line with the optional water efficiency target set out in Part G of the Building Regulations. This will be accomplished through the installation of water-efficient fixtures and fittings.

4.6 A water calculation in compliance with Building Regulations Part G has been conducted and confirms that the proposed dwellings will achieve a water consumption of 109.63 litres per person per day, including an allowance of 5 litres per person per day for external water usage. The calculation is summarised in **Table 2** on the following page. A copy of the full breakdown of this calculation can be found in **Appendix B**.

Installation Type	Use Factor	Litres/person/day
WC (Part Flush)	2.96	8.88
WC (Full Flush)	1.46	6.57
Taps (Excluding Kitchen & Utility)	1.58	9.48
Shower (where bath also present)	4.37	39.33
Bath (where shower also present)	0.11	16.50
Kitchen/Utility Room Taps	0.44	12.56
Washing Machine	2.1	17.16
Dishwasher	3.6	4.5
Total	-	114.98
Normalisation Factor	0.91	-
Total	-	104.63
External use	-	5.00
Total	-	**109.63**

Table 2

4.7 Using the Part G water consumption figure of 109.63 litres per person per day and the census-based population of 3.09, it is estimated that the mains water demand for the proposed development will be 339.9 litres per day per dwelling, resulting in a total of 679.80 litres per day for the development.

4.8 **109.63 x 3.09 = 339.9 (per dwelling). 339.9 x 2 = 679.80 litres per day total usage.**

4.9 To achieve water neutrality, additional water reduction measures are necessary.

5 Mitigation 1 - Rainwater Harvesting Systems

5.1 To offset the increase in water demand, it is proposed to implement rainwater harvesting onsite within the development.

5.2 The water collected by the rainwater harvesting system will be used for flushing toilets, washing machines and external taps. All other water requirements will be supplied by mains water, as these uses require 'wholesome water' and cannot rely on recycled rainwater.

5.3 **Table 3** outlines the water uses, as specified in the Part G calculation, and illustrates the division between mains water usage and water supplied by the rainwater harvesting system.

Installation Type	Total Water Usage (l/p/day)	Mains Water Usage (l/p/day)	RWH System Usage (l/p/day)
WC (Part Flush)	8.88	-	8.88
WC (Full Flush)	6.57	-	6.57
Taps (Excluding Kitchen & Utility)	9.48	9.48	-
Shower (where bath also present)	39.33	39.33	-
Bath (where shower also present)	16.50	16.50	-
Kitchen/Utility Room Taps	12.56	12.56	-
Washing Machine	17.16	-	17.16
Dishwasher	4.5	4.50	-
Total	114.98	82.37	32.61
Normalisation Factor	0.91	0.91	0.91
Total	104.63	74.96	29.67
External use	5.00	0.00	5.00
Total	**109.63**	**74.96**	**34.67**

Table 3

5.4 **Table 3** confirms that the rainwater harvesting system can supply 34.67 litres per person per day, which amounts to 107.13 litres per day based on the previously established population of 3.09 persons. This results in total savings of 214.26 litres per day for the development site.

5.5 **34.67 x 3.09 = 107.13 (per dwelling). 107.13 x 2 = 214.26 litres saved per day, total usage.**

5.5 The rainwater harvesting tank for the proposed dwellings has been designed based on the calculations outlined in BS EN 16941-1:2018. It will have sufficient capacity to store 9.6% of the Annual Water Demand, ensuring at least 35 days of storage during drought periods, as required by HDC.

5.6 The calculations verify that the yields are adequate to meet the requirements for each dwelling type. The annual rainfall data from the nearest MET Office climate station, Charlwood Station, was used in the calculations. A summary of the calculation is provided in Table 4 below, with the full details available in Appendix C.

Dwelling	Population	Roof Area (M2)	9.6% Annual Rainwater Yield (litres)	9.6% Annual Water Demand (litres)	Minium Tanks Size (litres)
Plot 1	3.09	168	10,828.99	3,746	4,000
Plot 4	3.09	168	10,828.99	3,746	4,000

Table 4 – Rainwater Tank Size Calculations

5.7 Following the calculations in Table 4, it is recommended a tank with a minimum capacity of 4,000 litres is installed in each dwelling.

5.8 After the installation of rainwater harvesting systems, the mains water demand for each dwelling will decrease to 79.54 litres per day. This represents a net reduction of 214.26 litres per day for both dwellings from the baseline water usage of 679.80 litres per day. This leaves a net water demand of 465.54 litres per day. The calculation can be seen below. At this stage, the proposed development cannot be considered water neutral.

5.9 **679.80 – 214.26 = 465.54 l/p/d.**

6 Mitigation 2 – Extant Permission

6.1 There is currently an extant planning permission under DC/14/0413 for a 5-bedroom dwelling (plot 1).

6.2 The water usage for this permission uses the approved 125 litres per day per person baseline when it was approved. This means that the approved dwelling 'plot 1' currently has a water allowance of 386.25 litres per day. The calculation can be seen below.

6.3 **125 x 3.09 = 386.25**

6.4 To apply mitigation for this project, the permission **in relation to plot 1 only** will be "surrendered," meaning it will no longer be valid for construction. This surrender allows the saved water credits from the previous permission to be applied to the new development

6.5 By using this mitigation the water demand reduces from 465.54 to 79.29 litres per day.

6.6 **465.54 – 386.25 = 79.29 litres per day**

6.7 At this stage, the proposed development cannot be considered water neutral. Further mitigation measures are required.

7 Mitigation 3 - Offsetting

7.1 Despite the implementation of onsite water-saving measures & mitigation, the water usage still prevents the site from becoming water neutral. This leaves only one remaining option: offsetting the water usage through saving measures at other locations.

7.2 Mansion Developments Limited has secured water-saving measures at a local office building in Horsham, West Point. These measures will generate credits that can be applied to this development, helping to reduce the mains water supply.

7.3 The measures undertaken resulting in taps being changed in all the bathrooms from the 1st floor upwards to water efficient and low flow taps. These measures left a net water saving of 771.60l/p/d. The details of all the water saving measures can be found in Appendix D.

7.4 It is noted that some of these savings have been used on another development site. This has left the available water saving credits at 166 l/p/d.

7.5 It is proposed that 166 litres per day of water saving measures will be used for this development from West Point, Springfield Road, Horsham, West Sussex, RH12 2PD.

7.6 Following the utilization of the West Point water credits, the water demand for the site will be reduced to -86.71 litres per day. This results in a net reduction of 166 litres per day from the baseline water usage of 79.29 litres per day. With this reduction, the proposed development can now be regarded as water neutral and in fact saves an additional 86.71 litres per day.

7.9 **79.29 – 166 = -86.71 litres per day**

8 Summary and Conclusions

8.1 This Technical Note outlines the water usage strategy for the proposed development at Longfield House, East Street, Rusper, RH12 4RB.

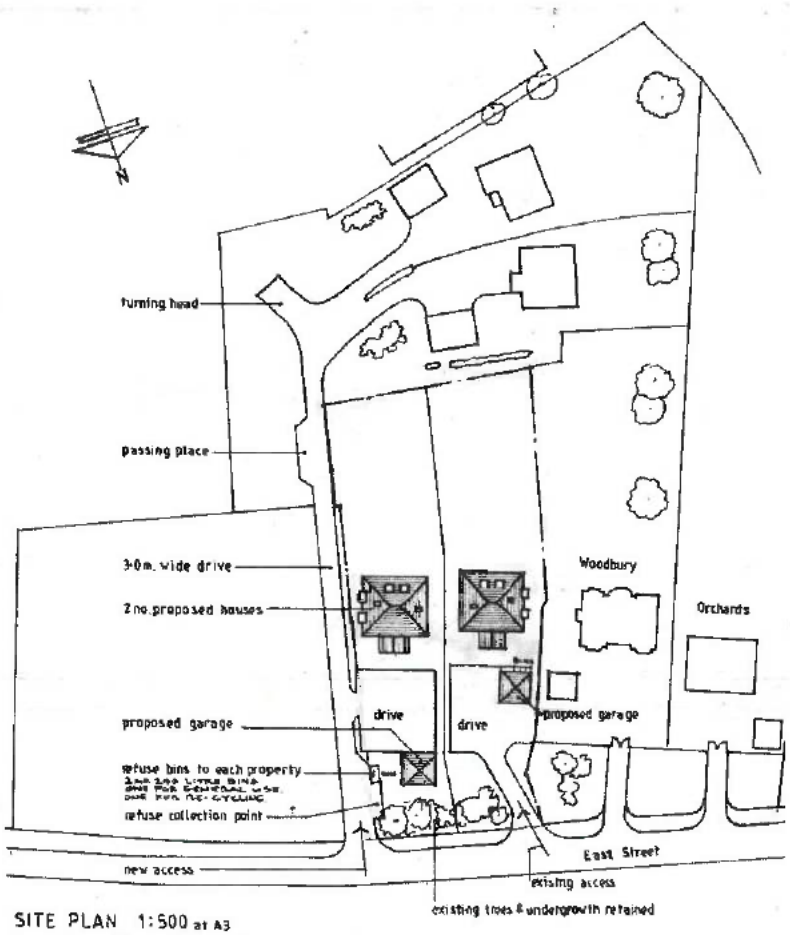
8.2 The proposal involves the construction of two 5-bedroom houses with garages, featuring water-efficient fixtures and fittings, as well as rainwater harvesting systems to reduce the water demand of the development. Further mitigation has been used with offsetting measures implemented at the West Point office building in Horsham.

8.3 The proposed development results in a net reduction in water demand within the SNWSZ and can achieve water neutrality.

8.4 This strategy will reduce the impact of the new development on the SNWSZ. The WNS confirms that the proposal will achieve water neutrality upon completion, thereby meeting NE's requirements

APPENDIX A – Site Plans





SITE PLAN 1:500 at A3

PROPOSED 2no. DETACHED HOUSES
REPLACEMENT HOUSE SITE,
EAST STREET, RUSPER, WEST SUSSEX.
for
MANSION ACQUISITIONS LTD.

Drg.no.2304/1 Feb. 2024
O'NEILL-ARCHITECTURAL SERVICES

APPENDIX B – Proposed Water Usage Calculations Part G

Table 1: The water calculator for new dwellings					
Installation type	Unit of measure	Capacity/ flow rate	Use factor	Fixed use (litres/ person/ day)	Litres/ person/day = [(1) x (2)]
WC (single flush)	Flush volume (litres)	**0**	4.42	0	0
WC (dual flush)	Full flush volume (litres)	**4.5**	1.46	0	6.57
	Part flush volume (litres)	**3**	2.96	0	8.88
WCs (multiple fittings)	Average effective flushing volume	**0**	4.42	0	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/minute)	**5**	1.58	1.58	9.48
Bath (where shower also present)	Capacity to overflow (litres)	**150**	0.11	0	16.5
Shower (where bath also present)	Flow rate (litres/minute)	**9**	4.37	0	39.33
Bath only	Capacity to overflow (litres)	**0**	0.5	0	0
Shower only	Flow rate (litres/minute)	**0**	5.6	0	0
Kitchen/utility room sink taps	Flow rate (litres/minute)	**5**	0.44	10.36	12.56
Washing machine	Litres/kg dry load	**8.17**	2.1	0	17.16
Dishwasher	Litres/place setting	**1.25**	3.6	0	4.5
Waste disposal unit	Litres/use	**0**	3.08	0	0
Water softener	Litres/person/day	**0**	1	0	0
		Total calculated use (litres/person/day) = (Sum column 4)			**114.38**

Table 1: The water calculator for new dwellings Cont..					
Installation type	Unit of measure	Capacity/ flow rate	Use factor	Fixed use (litres/ person/ day)	Litres/ person/day = [(1) x (2)]
		Contribution from greywater (litres/person/day) from Table 4.6			0
		Contribution from rainwater (litres/person/day) from Table 5.5			0.00
		Normalisation factor			0.91
		Total water consumption (Code for Sustainable Homes)			**104.63**
		External water use			5
		Total Water Consumption (Building Regulations Part 17.K)			**109.6**

APPENDIX C – Rainwater Harvesting System, Rainfall Data & Calculations

Rainwater Harvesting System (BS EN 16941-1:2018 – Intermediate Approach)

A	168m2	Collection Area
E	0.9	Yield Coefficient
AAR	833.69	Annual Rainfall
H	0.9	Hydraulic Filter Efficiency
Pd	34.69	Daily Requirement Per Person

Dwelling	No. Beds	Population	Roof Area (M2)	9.6% Annual Rainwater Yield (litres)	9.6% Annual Water Demand (litres)	Minium Tanks Size (litres)
Plot 1	5	3.09	168	10,828.99	3,749	5,000
Plot 4	5	3.09	168	10,828.99	3,749	5,000

Annual Rainfall Date – MET Office Climate Averages

Average tables | Average graphs | Location comparison | Average maps

Climate period: 1991-2020

Station: Charlwood

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	7.83	1.52	10.89	53.42	90.34	13.10	6.56
February	8.49	1.44	10.47	75.42	64.46	10.86	6.56
March	11.20	2.79	7.35	119.36	53.65	9.44	6.60
April	14.50	4.24	3.87	171.48	52.49	9.73	5.80
May	17.74	7.11	0.60	206.31	54.83	8.90	5.44
June	20.60	9.92	0.03	209.70	50.67	8.79	5.12
July	23.14	11.99	0.00	215.95	54.73	8.45	4.82
August	22.70	11.86	0.00	199.09	60.42	9.29	4.64
September	19.55	9.51	0.07	156.01	64.71	9.15	4.68
October	15.35	7.10	1.66	110.62	94.33	12.51	5.18
November	11.11	3.91	6.09	65.21	97.11	13.17	5.20
December	8.25	1.74	11.89	45.87	95.95	12.82	5.94
Annual	15.09	6.12	52.92	1628.44	833.69	126.21	5.54

RainWater Harvesting .co.uk

Mains backup and rainwater management

Rain Director mains backup and computer-controlled rainwater management system with smart header-tank

The Rain Director® ensures a constant head of clear rainwater under gravity for washing machines, toilets, the garden and other uses. A header tank in the home is controlled by electronic level sensors, valves and a control panel (fitted on a wall on the ground floor). The advantages over rainwater pumping systems like the Rain Manager are:



a) The header tank only refills once it's completely empty so wear on the pump and electricity usage are both reduced (by a factor of 8).

b) Provides a constant flow of rainwater under gravity at any time, including during power cuts.

c) Mains water backup is automated by 12v electric level sensors.



d) Rain Director®'s dashboard indicates present mode and allows special modes to be selected.

e) Rain Director®'s auto-flush function detects when the occupant is away from home (for example, for holidays) and puts mains into the header instead of rainwater: no stained toilet bowls.

f) Rain Director®'s set-up mode lets the control unit memorise the header tank size and flow rate of the mains and rain water inflow. This enables the time-out periods and operating water levels to be set.

g) Rain Director® header tank has a built-in air gap as required by UK building regs.

h) Price is similar to, or lower than, that of rain managers and other mini header-tank systems.

i) Pump remains in the underground rain water tank so, there is no pump noise in the house.

All components have been designed to comply with WRAS (Water Regulations Advisory Scheme) and UK Building Regulations.

Rainwater Harvesting Limited, Unit A Harrier Park, Southgate way, Orton Southgate, Peterborough, PE2 6YQ
Tel : 01733 405111 Fax : 01733 230996 Email : info@rainwaterharvesting.co.uk
www.rainwaterharvesting.co.uk

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RainWaterHarvesting.co.uk

The **Series 4** water pump from HydroForce Pumps Ltd.

HydroForce



The Series 4 pump has been engineered by HydroForce Pumps Ltd in Peterborough to respond to the demand for the highest quality pump for use underwater in rainwater harvesting tanks. Using the most rugged components it has been exhaustively tested for trouble-free running. The pump features a self-controlling pressure switch and dry run protection. It is suitable for total immersion in rainwater or it can be externally connected to the tank above ground. The Series 4 will deliver up to 3.5 bar (household pressure is around 2.5-4.0 bar). If connected to a hose or tap, the pump will automatically start to pump water when the tap or hose is turned on. The pump delivers over 2500 litres per hour using a 1" connector and runs at 230v AC delivered by a 5 metre cable.

Specifications

- Submersible: for underwater use in a rainwater tank, or can be used above ground
- Extended two year guarantee
- Nominal pump pressure at outlet 3.5 bar
- Max head 35 metres
- Pressure-sensitive (demand) pump: turns itself off until there is demand for water
- Dry-run Protection: when no water is detected for 8 seconds, the pump is turned off in order to protect the motor and pump from burning out. Automatic reset after a period of 30 minutes.
- Radial flow centrifugal roto-dynamic pump with no reciprocating parts
- New: Alloy bulkhead, pressure release gap and twin chamber design prevents ingress of water to motor, electrical components and to bearing oil.
- New: Double bearing seal prevents egress of bearing oil.
- New: Alloy bulkhead dissipates motor heat to water in the second chamber.
- New: Logic processors in Series 4 printed circuit board prevent other pump anomalies and permit factory programming of reset timings.



- New: Each pump is tested before leaving our factory. Factory measurements are on record for each individual pump. No user-serviceable parts
- Electricity consumption 800 watts at 230 Volts AC 50 Hz (requires 10 or 13 amp fuse and RCD mains socket). Connection cable 10m H07RN-F.
- Dimensions L 565 W 185 H 260 mm, weight 12 kg
- Max suction 8 metres deep, preferable operating regime 4 metres deep
- Inlet port to the non-removable cartridge filter 1 inch (25mm) female BSP
- Outlet port 1 inch (25mm) female BSP provided with push-fit connector for 1 inch (25mm) MDPE pipe.
- Supplied with an inline filter, 1" intake strainer and 1" outlet connection.

Italian styling
British engineering
British manufacture

Rainwater Harvesting Limited, Unit A Harrier Park, Southgate w
Tel : 01733 405111 Fax : 01733 230996 Email
www.rainwaterharvesting.co.uk

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F-Line Flat Tank shallow dig underground tank



Why buy this tank?

- The F-Line is a high quality, rotationally moulded, one piece rainwater tank that can be installed without the need for concrete, thereby minimising installation costs and supported by our long term 25 year tank guarantee.
- Minimal installation depth
- Easy and quick to install
- Small excavation pit and little earth excavation preserves your garden
- Ideal for installation in new or existing properties
- Can be installed in ground water up to tank shoulder
- Easy to install

The F-line flat tank can be installed into much higher water tables than a standard round tank. If you don't know what your water table will be like in the winter, you're safer to install a flat tank. The F-Line tanks are flat and the installation depth is up to 60% less than other rainwater tanks. The excavation can be up to 70% less, meaning little earth excavation, easy handling and less cost for you! The small excavation pit is easily filled in and your garden will look just like it did before.

Rainwater Harvesting Limited, Unit A Harrier Park, Southgate way, Orton Southgate, Peterborough, PE2 6YQ
Tel : 01733 405111 Fax : 01733 230996 Email : info@rainwaterharvesting.co.uk
www.rainwaterharvesting.co.uk

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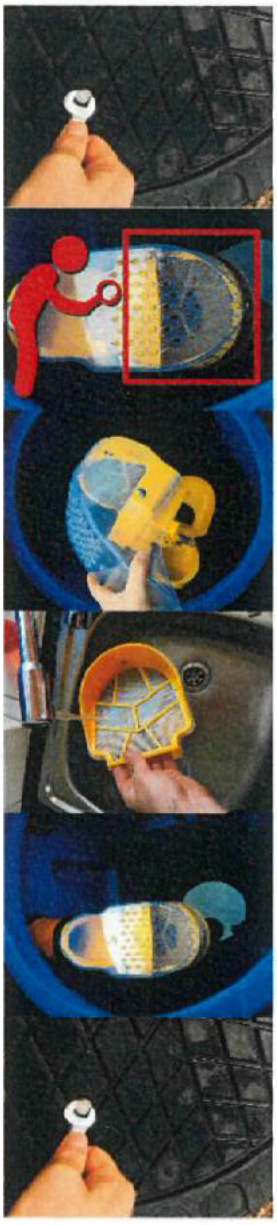
Rainwater Harvesting maintenance schedule.

Filter: *Warranty 2 years. Expected service life 100 years.*

Self cleaning filter with 1000 micron screen.
Every 6 months*. Visually check the filter for larger blockages.



1. **Release child locks on the lid. (13mm bolt).**

2. **Inspect filter for visible large blockage.**
   If large or non moving debris is found refer to stage 3. Is none is found refer to stage 6.

   NB: Small debris will we periodically self cleaned during storms. Leaves, moss and other smaller debris will self clean and do not require removing unless obvious they are causing a blockage.

3. **(If a blockage has been found) Remove filter lid.**

4. **Remove debris, wash filter head under a tap.**

5. **Replace filter head.**

6. **Replace lid, ensure 13mm child safe locks are tight.**

6.2 Treatment

A filter is the first step to treating rainwater. This will prevent solid debris and leaves from entering the storage tank. This is the only line of treatment required if the RWH system is to be used for toilet flushing and garden watering.

Whist no further treatment is actually required, there are a number of 'good practice' measures that can be taken to maintain the quality of the water:

- overflow siphons which allow floating material to be removed;
- rodent barrier - a device on the holding tank overflow pipe to prevent rodents entering the holding tank; and
- a floating extraction with additional filter that allows rainwater to be taken from just below the surface where the water is cleanest.

Bird and animal faeces and leaf litter on roofs or guttering can pose a health risk if they are washed into the RWH system. Gutters should be cleared regularly.

7.1 Water quality

There are currently no regulatory water quality standards for rainwater use in England and Wales. Harvested rainwater should not be used as drinking water unless treated to a potable quality. There are strict regulations concerning the quality of water for drinking. Please refer to the Drinking Water Inspectorate[12] for further information. Guidance and further information on rainwater harvesting is available in BSI 8515.

It's not necessary to test harvested rainwater frequently because it is used for purposes that do not present significant risk. However, water quality observations should be carried out during maintenance visits to identify any problems early.

7.2 Contamination

Simply filtering harvested rainwater is generally good enough when rainwater is collected from a roof, but there is always a risk of contamination.

Where rainwater is collected from a driveway the risk of contamination from oil or faecal material is higher. Oil traps can be installed but don't remove all of the oil. As a result, some suppliers advise against using driveways to collect water, although a suitable permeable pavement with appropriate substrate below can provide a reasonable level of treatment.

There are some types of roof cover that are less suitable for rainwater collection because they are more likely to affect the water quality:

- asbestos-cement roofs can cause filters to block, reducing the amount of water collected and potentially posing a health risk;
- metal roofs (except stainless steel) can release small amounts of leachates, which can stain water fixtures, for example, copper roofs may colour water green;
- bitumen felt or coated roofs can lead to discolouration and odour problems;

7.3 Maintenance

It is essential that humans don't enter tanks unless absolutely necessary. This should only be attempted by a trained professional who has the appropriate equipment and training to work in confined spaces. In addition to the manufacturer's maintenance guidance, we recommend that you should:

- clean filters approximately three times a year, depending on tree cover over the collection area;
- keep gutters free of debris to prevent blocking the system;
- visually inspect the tank at least once a year;
- check the mains water top-up once a year.

BS 8515 provides useful recommendations on maintenance schedules.

Maintenance and repair of communal RWH systems is an ambiguous area and has been considered by the Construction Industry Research & Information Association (CIRIA) [17]. *Rainwater and Greywater Use in Buildings: Project Results From The Buildings That Save Water Project; Best Practice Guidance (C539), CIRIA (2001)*, provides advice on the use and development of model operation and maintenance arrangements for both rainwater and greywater systems. It also includes simple guidance on how to incorporate these systems in developments.

The full Environment Agency document can be found at https://webarchive.nationalarchives.gov.uk/ukgwa/20140328084622/http:/cdn.environment-agency.gov.uk/geho1110bten-e-e.pdf

APPENDIX D – Offsetting Measures at West Point

The occupancy of the offices has been based on the OFFPAT figure of **12m²/person**. Retrofit measures will be carried out on four floors, with a total occupancy of 60 people. (Note, occupancy figures have been rounded down to the nearest whole number). The table below demonstrates how the occupancy for each floor has been calculated. The appendix to this report provides the office particulars and confirms the area of the office space on each floor is **190.17m²**, meaning a total occupancy of 15 people per floor.

Floor	Area (sqm)	People/sqm	Occupancy (people)
1st Floor	190.17	12	15
2nd Floor	190.17	12	15
3rd Floor	190.17	12	15
4th Floor	190.17	12	15

A calculation for the water saving that could be achieved by installing retrofit measures can be viewed in figure 6 below. Water consumption figures have been calculated using the BREEAM WAT 01 standard calculator (as appended to this report).

The resultant water savings will effectively offset the 606 litres/day consumption of the site post-development, meaning it will be *net water negative* (I.e. saving water overall).

The table below demonstrates that the retrofit measures would save **771.6 Litres** of water a day, meaning a net overall water consumption of **-166 Litres**.

BREEAM water consumption data

	Water consumption per occupant (L/person/day)	Occupants	Total water consumption (Litres)	Notes
Existing building	17.83	60	1069.8	Refer to BREEAM water calculator – existing scenario
Proposed – after water saving measures	4.97	60	298.2	Refer to BREEAM water calculator – proposed scenario

Water saved per day (Litres)	771.6

Site consumption (L/day)	Net Water consumption (L/day)	Cost (£)
606	-166	Refer to Gillson Moore Quote

Offset scheme summary

watt

Energy & Consulting Engineers

Schedule 4

The Owner's Covenants to the Council

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:

Monitoring Fee

1. To pay the Monitoring Fee to the Council on or prior to completion of this Agreement.

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

Water Neutrality

3. Prior to Occupation of the Development, to submit evidence in writing to the Council that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at both the Application Site and the Offsetting 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 Offsetting Site and that Offsetting Site has been Occupied.

4. Not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site and the Offsetting Site.

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.

6. That in the event that the Application Site or any part of it is transferred, that the transfer contains a direct covenant with the transferee:

   a) comply with the restrictions and obligations set out in this Agreement;
   b) 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;
   c) 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 title number WSX253372 (or any title created out of that title) or their conveyancer that the provisions of paragraph 6 of Schedule 4 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) Mansion Developments Limited; (2) Close Brothers Limited; (3) Lancer Investments Limited; and (4) Horsham District Council have been complied with".

With the intention of binding the Application Site the Owner covenants with the Council as follows:

Restriction on construction pursuant to the 2014 Permission

7. At no time to carry out further development pursuant to the Extant Planning Permission;

8. In the event of further development of the Extant Planning Permission (in breach of the covenant given under paragraph 7 of this Schedule 4):

8.1.1 to cease forthwith all works;

8.1.2 to cease forthwith Occupation of any dwelling, residential unit, building or structure; and

8.1.3 remove forthwith any dwelling, residential unit, building, structure and infrastructure related to such development from the land to which the Extant Planning Permission pertains.

Schedule 5

The Offsetting Site Owner's covenant to the Council

The Offsetting Site Owner covenants with the Council so as to bind its interest in the Offsetting Site and for the purposes of ensuring that the Development can be delivered as Water Neutral as follows:

1. To implement the Offsetting Measures at the Offsetting Site in accordance with the Water Neutrality Statement at Schedule 3.
2. To retain the Offsetting Measures in perpetuity and not to remove or replace the Offsetting Measures other than with a replacement fixture or fitting which meets an equivalent or more efficient water standard.
3. To maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement.
4. To allow the Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 1 (one) Working Day's notice in writing of its intention to inspect the Offsetting Measures.
5. That, in the event that the Offsetting Site or any part of it is transferred, the Offsetting Site Owners shall enter into a direct covenant with the transferee such that the transferee is obliged to:

    a) comply with the restrictions and obligations set out in this Agreement;
    b) maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;
    c) consent to the entering of the following restriction on the transferee's title to the Offsetting Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

    "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WSX202698 (or any title created out of that title) or their conveyancer that the provisions of paragraph 5 of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) Mansion Developments Limited; (2) Close Brothers Limited; (3) Lancer Investments Limited; and (4) Horsham District Council have been complied with".