

- (1) **STONEGATE HOMES LIMITED**
- (2) **SANDGATE HENFIELD DEVELOPMENTS 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

Sandgate Nursery, West End Lane, Henfield, West Sussex BN5 9RD

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

Legal ref: DSM/12466
Planning ref: DC/23/0189

THIS AGREEMENT is made as a deed and dated *30th June* 2026

Between:

- (1) **STONEGATE HOMES LIMITED** Co. Regn No. 07440404 whose registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA ("**the Existing Owner**");
- (2) **SANDGATE HENFIELD DEVELOPMENTS LIMITED** Co. Regn No. 13131546 whose registered office is at 3c High Street, Esher KT10 9RL ("**the New Owner**");
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("**the County Council**");
- (4) **HORSHAM DISTRICT COUNCIL** of Alberty 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 Existing Owner is the registered proprietor with freehold title absolute of the Application Site registered at HM Land Registry under title number WSX331423.
- 1.3 By a transfer dated 7 August 2024 ("**the Transfer**"), the New Owner has acquired the Existing Owner's freehold title of the Application Site and the transfer is in the process of being registered by HM Land Registry under title number WSX331423.
- 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 District Council received the Application on 2nd February 2023 which was validated on 28th April 2023. The District Council is minded to grant the Planning Permission subject to the prior completion of this Agreement in order to secure the necessary planning obligations.
- 1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.
- 1.7 The Owner is 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.

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 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:

- “Act”** the Town and Country Planning Act 1990 (as amended).
- “Application”** the application ascribed reference number DC/23/0189 and described as: “Outline application for erection of an extra care retirement community of up to 72 units of accommodation (Use

	Class C2) and up to 10 supported living units (Use Class C3) with associated community facilities including medical centre and on-site laundry and catering facilities, with access, infrastructure, open space, landscaping and associated works (all matters reserved except for access)".
"Application Site"	all that land comprising Sandgate Nurseries 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 SNH/P23/01 at Schedule 1 of this Agreement.
"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 and / or the County Council may specify;
"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.
"County Council Monitoring Fee"	the sum of one thousand seven hundred and ten pounds (£1,710) 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;
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"First Occupation"	the date on which each Dwelling is Occupied for the first time.

"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.
"Index"	the BCIS Index or such other index or indices as identified by the District Council / County Council if the BCIS Index ceases;
"Monitoring Fees"	fees totalling £1,200 (one thousand and two hundred pounds) for monitoring obligations in the Agreement to be paid to the District Council in accordance with clause 8 of this Agreement.
"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.
"Owner"	the Existing Owner and the New Owner jointly and severally (subject to clause 10.12 of this Agreement).
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application (including any amendments to it that are approved pursuant to section 96A of the Act).
"Qualifying Trigger"	means any trigger contained within this Agreement that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;
"Section 73 Consent"	any planning permission granted pursuant to section 73 and/or section 73B 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 and/or section 73B of the Act.
"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 Schedules 2, 3, 4 and 5 (except for paragraph 2.1 of Schedule 2, 2.1 of Schedule 3, paragraph 1.1 of Schedule 4, paragraph 1.1 of 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 District Council and the County Council to comply fully with and to perform the obligations contained herein and in Schedules 2-5 (inclusive) of this Agreement in accordance with the requirements and timescales set out;
 - 6.1.2 The Owner covenants with the District Council and the County Council that the Development and use of the Application Site pursuant to the Planning Permission shall be in strict accordance with this Agreement.
 - 6.1.3 The County Council covenants with the Owner to comply fully with and to perform the obligations contained herein and in Schedule 6 of this Agreement.

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 5 (five) Working Days before the anticipated Commencement Date; and
 - 7.1.2 to give the Occupation Notice to the District Council not less than 5 (five) 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 (but acting reasonably) 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 registered or first class recorded delivery post and, in the case of the District Council, the relevant party shall address any notice to the Head of Development and Building Control 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, MONITORING FEE AND COUNTY COUNCIL MONITORING FEE

- 8.1 The Owner has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fees for monitoring the planning obligations contained herein.
- 8.2 The Owner has undertaken to pay on or before the date hereof the County Council's reasonable legal costs incurred in preparing and entering into this Agreement and the County Council Monitoring Fee for monitoring the planning obligations for the County Council contained herein.

9. CHARGEES/ MORGAGEE'S CONSENT/ LIABILITY

- 9.1 Any future chargee or mortgagee (or any person deriving title from such chargee or mortgagee from time to time) 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 of the Application Site (or the part of it to which such obligation relates) in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

10. GENERAL

The parties undertake that:

- 10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 10.2 this Agreement constitutes a deed.
- 10.3 this Agreement is enforceable by (and against) 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 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 the Owner 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 acknowledges that this Agreement will be registered as a local land charge.
- 10.8 The Owner hereby gives consent for the Application Site Plan to be reproduced by the 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 any 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 their interest in the Application Site or part of the Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement PROVIDED THAT, for the avoidance of any doubt, the Existing Owner shall be released from all liability pursuant to this Agreement immediately upon registration of the Transfer by HM Land Registry.
- 10.13 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this Agreement.
- 10.14 References to the Application Site include any part of it.
- 10.15 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 10.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning

Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

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

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

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

10.17.3 nothing in this clause shall fetter the discretion of the 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:

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

10.17.5 the 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 necessary to do so.

10.18 The provisions of this Agreement shall not bind the following:

10.18.1 Purchasers, tenants and occupiers (including their respective mortgagees and chargees) of any individual Dwelling save for the obligations in paragraphs 2 and 3 of Schedule 2 which shall apply to tenants and/or occupiers of the individual Supported Living Units and the Extra Care Units;

10.18.2 Any statutory undertakers in respect of interests held in the Application Site for their operational purposes (including their successors in title) and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed;

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 concerning anything herein then the provisions of this clause 11 shall apply.

- 11.2 Subject to clause 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 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 or 11.3 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 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 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 their interests 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 PROVIDED THAT, for the

avoidance of any doubt, this clause does not relate to the disposal of (or any other dealing in) an individual Dwelling.

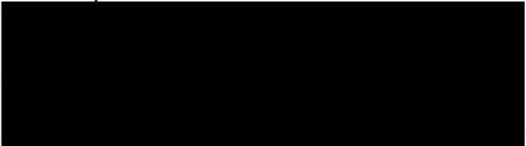
IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

EXECUTED as a **DEED** by
STONEGATE HOMES LIMITED
acting by two directors or one director
in the presence of a witness

 Signature
..... Jeremy Hind Print name
..... DIRECTOR Position held

..... Signature
..... Print name
..... Position held

In the presence of a witness:

 Signature of witness
..... SARAH LEE Print name
..... REAL ESTATE Position held

EXECUTED as a DEED by
SANDGATE HENFIELD DEVELOPMENTS LIMITED
acting by two directors or one director
in the presence of a witness

..... Signature

CHRIS GREEN Print name

DIRECTOR Position held

..... Signature

..... Print name

..... Position held

In the presence of a witness:

..... Signature of witness

..... Toni Banks Print name

Housekeeper Position held

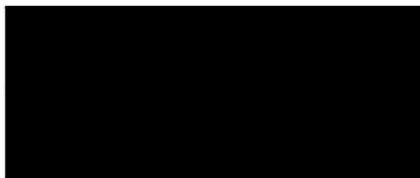
**SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL**
in the presence of:



Authorised Officer



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



Authorised Officer



SCHEDULE 1

Plans

1. Application Site Plan entitled "Location Plan" with drawing number SNH/P23/01.





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Site area: 3.8Ha



**SANDGATE NURSERIES,
WEST END LANE, HENFIELD BN5 9RD**

LOCATION PLAN
Scale 1:1250 at A3

Drawing No. SHH/PZ3/01 Rev. A

SCHEDULE 2

Supported Living Units and Extra Care Units

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 Affordable Rented Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework 2024 (or any successor publication)) 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 Rented 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 which shall secure the 10 (ten) Supported Living Units as Affordable Housing on the Application Site.
“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 proposed by the Owner and 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 Rent”	in relation to first lets only, chargeable rent that is subject to the Homes England'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 that 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% of gross local market rent

(inclusive of service charges) for an equivalent property of that size and location calculated using the Royal Institute of Chartered Surveyors approved valuation methods OR the applicable Local Housing Allowance rate for the District Council, whichever is the lower.

"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent (or such other form of intermediate tenure as is agreed in writing by the District Council in an approved Affordable Housing Scheme) and "Affordable Rented Unit" shall be construed as meaning any one of them.
"Co-Resident"	the spouse, civil partner, cohabitee or dependant of a Qualifying Person living with them in an Extra Care Unit;
"Disposal"	a disposal of the Affordable Rented 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.
"Extra Care Units"	extra care housing as purpose-built or adapted single-household accommodation, often referred to as assisted living or very sheltered housing, where residents have a legal right to occupy the property. It combines independent, self-contained living with on-site, 24/7 personal care and support as defined by the Care Quality Commission and is to be occupied by Qualifying Persons (and their Co-Residents) only;
"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.
"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.
"Local Connection"	in relation to an individual, that such individual satisfies at least one of the following requirements: (a) immediately before taking up occupation of an Extra Care Unit had his only or principal home in the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote 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 parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote and he wishes to be near that relative; or

(c) is and has been permanently employed in the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote 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 parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote as outlined above then the District of Horsham shall be substituted for the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding and Woodmancote and where no person or insufficient persons can be identified as having a connection with the District of Horsham then it shall be permissible to consider any other persons.

“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.

“Marketing Period”

in relation to the marketing of the Extra Care Units the period of 12 (twelve) months following Practical Completion.

“Minimum Package”

Care

receipt of a minimum of 1.5 hours per week of any of the following personal care activities:

- (a) Use of transport services for trips out of the village, which can be prearranged via the Wellbeing Navigator;
- (b) Visits by registered nurses to provide nursing care and administer drugs and general medical support;
- (c) Wellbeing checks, such as blood pressure;
- (d) Advice on health generally, including diet and encouragement to undertake physical exercise;
- (e) Organised rehabilitation, either physical or mental, following a hospital visit or health event;
- (f) Assistance with bodily functions such as feeding, bathing and toileting;
- (g) Assisting a person to get out of bed, dress and move;
- (h) Assistance with personal hygiene; and/or
- (i) General counselling or support,

(for the avoidance of doubt, The Regulated Activity of Personal Care as regulated by the Care Quality Commission will be carried out by a Registered Care Provider under a separate contract to be arranged direct with the Qualifying Person, not by the Owner)

Access to:

- (j) 24 hour emergency response:
 - i. To provide attendance at residence if required;

	ii. To provide comfort, reassurance and peace of mind to residents; and iii. To facilitate/greet/liaise with emergency services if called;
	(k) Pre-arranged activities on and off site including weekly art and music classes, weekly games and events, monthly cultural excursions, weekly shopping trips and gardening club; (l) A daily group exercise class; (m) 3 cooked meals a day from a fully equipped and staffed restaurant, which can be taken in the dining room or in the resident's own home (individual meals are charged separately); (n) A variety of technological and digital care solutions, including pinpoint alarms, fall prevention and detection systems, call systems and thermal control and lighting systems, algorithmic passive monitoring, health and wellbeing monitoring; (o) Communal facilities and wellness facilities; (p) A full range of support personnel, who undertake housekeeping, property maintenance, personal affairs, arranging and facilitating external visits; and (q) Domestic assistance which could include cleaning, laundry and other domestic support.
"New Homes Build Warranty"	a 10-year insurance policy, to be taken out by the Owner at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time or such other product as is agreed in writing by the District Council.
"Practical Completion"	in relation to an Extra Care 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
"Qualifying Person(s)"	a person who: (a) has demonstrated a requirement for a Minimum Care Package through a Qualifying Person Assessment and who has contracted to receive the Minimum Care Package; and (b) is aged over 55 years of more.
"Qualifying Person Assessment"	an assessment of a person's requirements confirming the care and assistance they require would meet the Minimum Care Package, such assessment would be carried out by a suitably qualified person and take place periodically post occupation, to ensure the level of care and assistance being received is suitable to meet the resident's full needs.

“Supported Living Units”	the 10 (ten) Dwellings to be provided as Affordable Rented Units only and to be transferred to an Affordable Housing Provider;
“Wellbeing Navigator”	a senior staff member at the Development whose primary role is to connect with residents and bring together, as required, their support and networks with the aim of helping residents engage socially and arrange outings and activities, as well as support the introduction to more formal care services.
“Registered Care Provider”	a provider of Regulated Activities (as defined in Schedule 1 of The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (as amended)) registered with and regulated by the Care Quality Commission or such other organisation as is agreed in writing by the District Council.

The Owner hereby covenants with the District Council as follows:

2. Affordable Housing

- 2.1 Prior to Commencement to submit an Affordable Housing Scheme for written approval of the District Council.
- 2.2 Not to cause or permit Commencement of Development unless and until an Affordable Housing Scheme has been submitted and approved in writing by the District Council.
- 2.3 The Affordable Housing Scheme shall include and provide for (inter alia) the following:
 - 2.3.1 how the Development will deliver the Affordable Housing on the Application Site;
 - 2.3.2 the number, tenure and size (number of bedrooms) of the Affordable Rented Units;
 - 2.3.3 the location and layout of the Affordable Rented Units;
 - 2.3.4 details of the proposed programme for construction of the Affordable Rented Units (including all associated car parking and garden spaces); and
 - 2.3.5 the mechanism by which any Disposal will take place including how preference will be given to eligible persons in need of care (as agreed with the County Council) with a Local Connection.
- 2.4 Provide the Affordable Rented Units as Affordable Housing in accordance with the approved Affordable Housing Scheme (including any amendments to it that may be approved in writing from time to time by the District Council), including the timings for delivery set out therein.
- 2.5 Not to Occupy or cause or permit the use or Occupation of the Affordable Rented Units other than as Affordable Housing in perpetuity in accordance with the approved Affordable Housing Scheme (including any amendments to it that may be approved in writing from time to time by the District Council).

- 2.6 Provide the New Homes Build Warranty for each of the Affordable Rented Units to the Affordable Housing Provider.

3. Extra Care Units

- 3.1 To procure that the Extra Care Units are managed and maintained by a Registered Care Provider in perpetuity.
- 3.2 During the Marketing Period for the Extra Care Units to offer the Extra Care Units to Qualifying Persons who can demonstrate a Local Connection.
- 3.3 Not to permit any Extra Care Units to be Occupied by anyone who does not meet the definition of a Qualifying Person PROVIDED THAT the Co-Resident living with, a Qualifying Person shall be permitted to Occupy the Extra Care Unit and in the event of the death of a Qualifying Person, the Co-Resident of that person shall be permitted to remain living within the relevant Extra Care Unit for as long as they so wish, irrespective of their age and care requirements.

4. Miscellaneous Provisions

- 4.1 Prior to Occupation of the Affordable Rented Units:
- 4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Rented Units shall be in place 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 Rented Units shall be in place and constructed to an adoptable standard; 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 Rented 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 Rented 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;
- 5.1.1.3 for a period of 3 (three) clear 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 Rented 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 Rented 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; and
- 5.1.4 any successor in title of any person detailed in Sub-Paragraphs 5.1.2 and 5.1.3 (above) or their mortgagee or chargee.

SCHEDULE 3

Managed Land

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:

“Managed Land”	the Public Access Spaces together with the private communal parts to be provided as part of the Development which shall be managed by the management company in accordance with the Management Plan and this Schedule (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
“Managed Land Plan”	a plan of the Managed Land to be provided as part of the Development on which designated areas for specific uses are denoted by coloured shading.
“Managed Land Specification”	the specification for the Managed Land to be provided as part of the Development to be laid out and maintained in accordance with this Agreement including but not limited to the following: • plans, details, specifications and a timetable for provision of the Managed Land including each element listed in the Public Access Spaces • boundaries of any areas or parcels of land to be transferred to the management company • details of layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces) • details of any earthworks, excavations, construction and drainage • details of any fencing or materials • details and type of any seating • litter bins • signage (type and location).
“Management Plan”	a detailed written scheme for the future management and maintenance of the Managed Land which shall: a) include a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change);

	b) demonstrate full integration of landscape (including tree planting and lawns), biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of future maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land and shall include a requirement that each transfer of the freehold or leasehold sale of an Extra Care Unit includes a covenant by the purchaser to pay an annual charge as determined by the Owner for the maintenance of the Managed Land; h) state details of the proposed management company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Managed Land; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change; k) specify details for the provision and maintenance for public liability insurance cover; and l) proposed times when the Managed Land is permitted to be closed, including any amendments that are approved in writing from time to time by the District Council;
"Public Access Spaces/PAS"	those areas of the Development comprising the (a) Central Space (b) Boules Green (c) Orchard (d) Footways

	forming part of the Managed Land and shown on the Managed Land Plan
"PAS Management Scheme"	a scheme to manage maintenance, insurance, access, hire tariffs (if applicable) and an online booking system for the Central Space and Boules Green

The Owner hereby covenants with the District Council as follows:

2. Managed Land and Public Access Spaces

2.1. Prior to Commencement of Development, to submit:

- (a) the Managed Land Plan;
- (b) the Managed Land Specification;
- (c) the Management Plan; and
- (d) the PAS Management Scheme,

to the District Council for approval and not to Commence the Development until the District Council has approved the Managed Land Plan, the Managed Land Specification the Management Plan and the PAS Management Scheme in writing, such approval not to be unreasonably delayed or withheld.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 75% of the Dwellings until the Owner has at their own expense provided the Managed Land in accordance with the approved Managed Land Specification such that it is ready for use.

2.3. The Owner shall use its reasonable endeavours to carry out all the works in the approved Managed Land Specification within the timescales referred to in in this Paragraph 2 and upon completion of the works notify the Head of Development and Building Control in accordance with paragraph 2.1 and 2.2 of this Schedule. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works the Owner covenants to make good any defects in the works and the District Council's written confirmation referred to in paragraph 2.1 and 2.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owner has complied with its obligation to make good any defects in the works.

2.4. The Owner shall at its expense maintain the Managed Land in accordance with the approved Management Plan for the lifetime of the Development.

2.5. The Public Access Space shall be made available for the use of the general public in accordance with the approved Management Plan and shall only be used for the purposes of Public Access Spaces as defined in this Schedule and that no development requiring planning permission shall be carried out thereon unless it is for the maintenance of the Public Access Space or is required to be carried out by a statutory undertaker or is otherwise required to secure compliance with the obligations in this Agreement.

2.6. The Owner shall not Occupy or permit the Occupation of any Dwelling otherwise

than in accordance with the approved Management Plan.

- 2.7. The Owner shall not sell or otherwise deal with any individual Extra Care Unit without imposing a covenant on the purchaser of such Extra Care Unit to pay an annual charge as determined by the Owner towards the costs incurred in maintaining and insuring the Managed Land (or the relevant parts of it) in accordance with the approved Management Plan.

SCHEDULE 4

Mini-Bus Service

"Mini-Bus Service"	a mini-bus service to be provided to Occupiers of the Development the details of which are to be set out in the Mini-Bus Service Plan.
"Mini-Bus Service Plan"	a plan detailing the Mini-Bus Service including but not limited to: a) Frequency, hours and days of service b) Fare tariff c) Route d) Vehicle type and suitability for people with reduced mobility e) Duration of the Mini-Bus Service to be agreed with the Owner and approved by the District Council or in accordance with this Schedule.

The Owner covenants with the District Council as follows:

1. Mini-Bus Service

- 1.1. Prior to Commencement to submit the Mini-Bus Service Plan for approval by the District Council and not to Occupy the Development until the District Council have approved the Mini-Bus Service Plan in writing.
- 1.2. From First Occupation to deliver the Mini-Bus Service in accordance with the Mini-Bus Service Plan for the lifetime of the Development unless otherwise agreed in writing by the District Council having regard to (amongst other things) the demand for the Mini-Bus Service from time to time during the lifetime of the Development.

SCHEDULE 5

Highway Works and Travel Plan

“Accessibility and Landscape Mitigation and Enhancement Fund”	means the sum of six thousand pounds (£6,000) Index Linked payable to the County Council towards accessibility improvements and landscape mitigation and enhancement measures to the public rights of way network forming part of the Henfield Heritage Trail known as ‘A River History and the Rise of Henfield’, to the southwest of Henfield and towards the River Adur, as identified on the plan at page 3 of that document (which can be found at Appendix 3 to this Agreement, including works that improve public accessibility and use of the network;
“County Council Contributions”	means the Accessibility and Landscape Mitigation and Enhancement Fund, the Highway Works Contributions and the Public Rights of way Contributions;
“Highway Works Contributions”	financial contributions in the sum of £30,000 (thirty thousand pounds) Index Linked for the highway works comprising: a) £15,000 (fifteen thousand pounds) towards bus stop infrastructure upgrades; and b) £15,000 (fifteen thousand pounds) towards improvements to support pedestrians travelling towards the centre of Henfield and towards delivering dropped kerbs/tactiles and supporting infrastructure to be paid to the County Council in accordance with paragraph 1 of Schedule 5 of this Agreement
“Index Linked”	means: (a) the Travel Plan Monitoring Fee shall be increased to reflect the net movement in the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify between the date of this Agreement and the date when the Travel Plan Monitoring Fee is required to be paid in accordance with this Schedule; and (b) the Public Rights of Way Contributions and the Accessibility and Landscape Mitigation and Enhancement Fund shall each be increased to reflect the net movement in 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 County Council may specify between the date of this Agreement and the date when the Public Rights of Way Contributions and/or the Accessibility and Landscape Mitigation and Enhancement Fund (as the case may be) is required to be paid in accordance with this Schedule; and

- (c) the Highway Works Contributions shall be increased to reflect the net movement in 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 County Council may specify between 29 October 2025 (being the date of the most recent consultation response submitted by the County Council in respect of the Application) and the date when the Highway Works Contributions are required to be paid in accordance with this Schedule;

“Interest”	interest at the 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;
“Public Rights of Way Contributions”	financial contributions in the sum of £4,500 (four thousand five hundred pounds) Index Linked for the public rights of way improvements comprising: a) £2,000 (two thousand pounds) towards improvements to public bridleway 2583; and b) £2,500 (two thousand five hundred pounds) towards accessibility improvements to public bridleway 2557 in the first instance. If, however, the contribution cannot reasonably be applied to a scheme for public bridleway 2557, it is agreed that the funds may instead be used towards improvements to public bridleway 2583;
“Travel Plan”	means the travel plan prepared by Magna Transport Planning Ltd and titled FRAMEWORK TRAVEL PLAN attached at Annex [] and subject to any amendments agreed in writing by the County Council from time to time;
“Travel Plan Co-ordinator”	means the person appointed by the Owner who is responsible for securing implementation of the Travel Plan;
“Travel Plan Monitoring Fee”	means the sum of one thousand seven hundred and sixty five pounds (£1,765) Index Linked payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.

1. Highway Works Contributions

1.1 The Owner hereby covenants with the County Council to pay the Highway Works Contribution Index Linked prior to the Commencement of Development.

1.2 The Owner shall not Commence or cause the Development to be Commenced until the Highway Works Contribution has been paid to the County Council.

1.3 If the Highway Works Contribution has not been paid to the County Council on or before the date of Commencement of Development to pay to the County Council in addition Interest from the date of Commencement of Development until the actual date of payment and any such interest shall be treated as part of the said contribution.

2. Travel Plan

2.1. The Owner hereby covenants with the County Council that upon Occupation of the first Dwelling, to pay to the County Council the Travel Plan Monitoring Fee Index Linked.

2.2. If the Travel Plan Monitoring Fee has not been paid to the County Council on or before the date of Occupation of the first Dwelling to pay to the County Council in addition Interest from the date of Occupation of the first Dwelling until the actual date of payment and any such interest shall be treated as part of the Travel Plan Monitoring Fee.

2.3. It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee.

2.4. To submit the Travel Plan for approval Prior to Occupation of the first Dwelling.

2.5. Not to Occupy the first Dwelling 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.

2.6. Upon First Occupation the Owner shall implement the approved 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.

3. Accessibility and Landscape

3.1. The Owner hereby covenants with the County Council that upon First Occupation the Owner shall pay to the County Council the Accessibility and Landscape Mitigation and Enhancement Fund.

3.2. The Owner shall not Occupy or cause the Development to be Occupied until the Accessibility and Landscape Mitigation and Enhancement Fund has been paid to the County Council.

3.3. If the Accessibility and Landscape Mitigation and Enhancement Fund has not been paid to the County Council on or before First Occupation to pay to the County

Council in addition Interest from the date of First Occupation until the actual date of payment and any such interest shall be treated as part of the said contribution.

4. Public Rights of Way Contributions

4.1 The Owner hereby covenants with the County Council to pay the Public Rights of Way Contributions prior to the Commencement of Development.

4.2 The Owner shall not Commence or cause the Development to be Commenced until the Public Rights of Way Contributions have been paid to the County Council.

4.3 If the Public Rights of Way Contributions have not been paid to the County Council on or before the date of Commencement of Development to pay to the County Council in addition Interest from the date of Commencement of Development until the actual date of payment and any such interest shall be treated as part of the said contribution.

21 92 2

- 1.1 Not to use any of the County Council Contributions received pursuant to this Agreement otherwise than for the purpose for which they have been paid as specified in this Agreement unless otherwise agreed in writing by the Owner.
- 1.2 Immediately upon receipt, to deposit all County Council Contributions received pursuant to this Agreement into an interest-bearing account.
- 1.3 Within twenty (20) Working Days of receipt of a request in writing in respect of any County Council Contribution that has been received pursuant to this Agreement, to provide the payor with details as to how that County Council Contribution has been spent PROVIDED THAT the County Council shall not be obliged to respond to more than one (1) request each calendar year.
- 1.4 To repay within twenty (20) Working Days of receipt of a written request (together with all accrued interest) to the payor any County Council Contribution(s) (or the relevant part of it) that is not expended or committed to be spent within ten (10) years of receipt of the final instalment of the relevant County Council Contribution by the County Council pursuant to this Agreement.

APPENDIX 1

'A River History and the Rise of Henfield'

ABOUT THE TRAIL

This is a self-guided walking trail. Please read the information below.



HOW TO FIND US

Start point: Coopers Way car park, BN5 9FE.



ACCESS & FACILITIES

Walking grade: Medium difficulty with stiles to climb along the riverbank section.

Distance: 2.5/3 hours minutes a mixture of tarmac, crushed stone and grass

Info: www.hiddenhenfield.co.uk



Refreshments: Plenty of coffee shops and pubs in the High Street.



Toilets: Public Toilets in High Street on map.



Dogs: Please keep dogs on leads and clean mess up. Please respect the privacy of local residents.

FIND OUT MORE:

To learn more about the heritage of the wider district and discover additional trails, please visit www.horshammuseum.org



Horsham District Council



"Explore the birthplace of Henfield, its old trading routes, the River Adur and its wildlife on this 2.5/3 hour walk"

Horsham Heritage Trails

A River History and the Rise of Henfield

Exploring Horsham District's Heritage

A River History and the Rise of Henfield

Henfield stands on a sandy ridge overlooking water meadows and the South Downs. This 3-hour walk explores the origins of the village through road, river and railway, and takes you past historic buildings, along the Downs Link (a former railway line) and the banks of the River Adur.

From the Coopers Way car park, walk through an alley called Caudle Street to the High Street and turn left to pass the George Hotel

1 The George Hotel

The George dates from Tudor times (1530s) and was recorded as an Inn in 1729. Later it became a coaching inn on what was a main route from London to Brighton. Doors at the side of the hotel car park show the former stabling area. Note the Tudor brickwork on the right side of Greenfield House.

At The George, cross the High Street and continue left past the petrol station and Golden Square to the junction with Nep Town Road. Turn right.

2 Nep Town

Nep Town, meaning "Up" or "High" town, was an ancient settlement before Henfield existed. Note the workhouse on the left, now called Cedar View, built in 1736 to house the destitute of the parish. It closed in 1837 following the Poor Law Amendment Act of 1834. Nep Town runs along the edge of the sandy ridge. Turn left briefly into Weavers Lane for fine views of the South Downs and water meadows (which we will see later). A route from the settlement ran to a wharf on the River Adur (seen at 8). Early settlers saw the ridge of Nep Town, elevated above the river, as an opportunity to live on secure, well-drained, fertile land.

At the end of Nep Town Road, passing Mill End and Old Mill House, we turn left into Sandy Lane, leaving the high ground and the main village to descend south to the brooks near Blackhouse Farm and towards the Downs Link path.

The George Hotel 1

3 Market gardens

Fields to the right of the lane are the site of former market gardens. The fertile soil gave rise to many market gardens, including Henfield's most famous export, violets - emblem of the suffragettes.

The Lane bears left/south on to the former railway line - renamed the Downs Link. Turn left on to the

4 Downs Link

The Horsham to Shoreham railway line ran from 1861 to 1966, when it was closed under the Beeching rail reforms. The dismantled track is now the popular Downs Link path. Apart from passenger traffic, the railway was used to provide regular deliveries and exports of fruit, vegetables and flowers - including the famous Henfield violets - to London markets.

5 The Brooks and Wildlife

Walking along the Downs Link in around 10 minutes you will come to a wooden seat. The view from here and other parts of the path looks out over fields which, in summer are used to graze livestock. In winter the fields often flood, and the regularity of this has led to the fields on either side of the river - the water meadows - being known locally as the "brooks". The brooks support a huge variety of bird species.

6 Stretham Manor

Stretham Manor, the very first settled part of Henfield parish lies close to the junction of the Downs Link and the river. "Stret" was the Roman road, part of a network carrying trade from Chichester to London, which crossed the River Adur here and "ham" the Saxon house close by. The land was owned by the Bishops of Chichester, whose stewards managed the estates. A circular ring of earth - difficult to see from the Downs Link but clearer from the air - shows the site of the home of Count Warbald and his wife Tilburga in 770. This is the year that the first church was dedicated in Henfield (seen at 12) - a dedication said to be the earliest recorded in Sussex.

2
Nep Town Road

Exploring Horsham District's Heritage

Downs Link Start 4

Turn right and north to leave the bridge and join the west bank of the river. There are stiles on this section of the walk, some take a little climbing although smaller dogs should be able to go through the bottom of the stile.

7 The River Adur

The River Adur is tidal, and the increased salt content in its more southern section limits the variety of plants that can grow. Many species of butterfly can be seen along this trail in summer months. Flaps are used to control flows of water into the river allowing it to flow freely at lower tides. River trade on the Adur took place until the late 1800s and the straightened section that you walk past here was built in the early 1800s to aid the travel of 40 foot long barges. In the Middle Ages, the river banks did not exist and the area occupied by the course of the modern-day river and the brooks was a wide estuary, with agricultural activity up on the Henfield ridge. In the 18th century, coal, chalk and malt were transported on barges upriver, and timber downriver.

After around 30 minutes walking you will reach Bincham Bridge

8 The Old Port and Former Inn

At Bincham Bridge you can glimpse the ancient farmhouse of New Inn to the right. Now simply a farm, the 17th century house was both a farm and an inn until 1915. Goods were unloaded here and carried along Hollands Lane - the "old port road" - into the village. (Hollands Lane is on the "wet weather" route described in 10 below).

Leave the river here and turn right, past New Inn, to join West End Lane. You now have a choice of routes back to the village.

9 Crossing the brooks, Rye Farm ("dry weather route")

In dry weather, turn right at the crossways following the track past Harwoods, a farm dating to the medieval period and Frogshole. You are now in the water meadows. A bridge across the stream leads to higher ground.

Turn left on the high ground which takes you past Rye Farm. 14th century Rye Farm stands close to the brooks and, until quite recently, was regularly flooded and isolated in winter months - "rye" meaning "at or on an island" - with inhabitants often having to row to the village until the modern causeway access road was constructed. (Now go to 11).

10 The Old Port Road ("wet weather route")

In wet weather, when the brooks may be flooded or even impassable, go straight ahead at the crossways on what was the old port road. This is a mixture of lane and footpath, now called Hollands Lane, which takes you past two ancient houses - Leeches and Canons. Leeches, originally Beeches, is first recorded in 1647 and was a yeoman's cottage on a mixed arable/cattle farm. The sloping roof indicates a typical "hall" house - a dwelling with just one main living space - an indication that the building is older than mid-17th century. Canons is a 17th century yeoman farmer's house in the west part of Hollands Lane, and is notable for its timber framing. The house is listed in the 1612 will of Thomas Canon, who left £10 for the poor in his will - a large sum at that time.

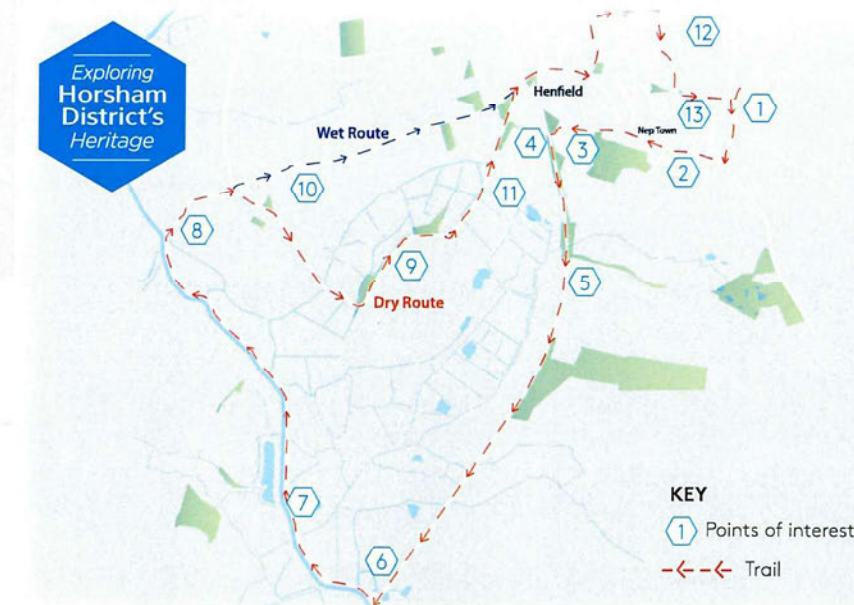
11 The Causeway to the Downs Link ("dry weather route")

Turn left off the Rye Farm lane, along the modern causeway, to join the end of Hollands Lane (the "wet weather route"). Continue to where Hollands Lane joins Lower Station Road at the start of the southern section of the Downs Link. On the right you will see the old Steam Mill. The Steam Mill ground grain from around 1872, using plentiful supplies of coal from the nearby railway. After competition from more efficient local mills, it ceased milling in c1900. Since then it has had various uses and is currently the premises of a furniture makers.

Walk up the footpath from Lower Station Road to Batts Pond on the left. Take the footpath to the left of the pond - not up Batts Pond Lane - until you join Faircox Lane. Walk along Faircox Lane and turn right into Upper Station Road, which becomes Church Street. At Church Lane, turn right, with St. Peter's church on your left

12 St. Peter's Church

In 770 (see 6) the Lord of the Manor built a church dedicated to St. Peter. The charter hangs



KEY

1 Points of interest

--- Trail

Walking grade: Medium difficulty with stiles to climb along the riverbank section.

Distance: 2.5/3 hours minutes a mixture of tarmac, crushed stone and grass

Refreshments: Plenty of coffee shops and pubs in the High Street.

Dogs: Please keep dogs on leads and clean mess up.

Photographs: Mike Ainscough

5



Flood plain

6



Streatham manor-Old Saxon fort

7



Adur east

8



New Inn

9



Rye Farm

10



Leeches

11



Hollands Lane East

11



Steam Mill

in the foyer. The stone structure replaced the wooden church in c1250 and was enlarged in the 14th century with an 8-bell tower added in 1450. The flint exterior, added in 1871, is one of the most notable in Sussex. Many of the stained glass windows are the work of Charles Kempe or his company, a celebrated Sussex artist and friend of the then vicar.

Continue up Church Lane, past the Roman Catholic church hidden away on your right, to join the footpath leading past the tanyard field to Cagefoot Lane and the former tanyard

13 The Tanyard, 'Potwell' and the village centre

The field, now a pleasant wildlife meadow and picturesque pond, was a tanyard from Tudor times until 1844. The leather tanning process used oak bark. The pond

was used to soak the hides. Just beyond the post & rail fence were the tan pits where urine and dung were used to soak cattle hides, making it an extremely smelly part of the village. Opposite the pond is 'Potwell' - the birthplace of William Borrer, a famous Victorian botanist and expert on lichens, whose study of lichens and air quality is still valued today.

Turn left along Cagefoot Lane, used as a rope walk in the 19th century because it is so long and straight, to rejoin the High Street. The name 'Cagefoot' derives from "catchfoot" because in the High Street near the entrance were the village stocks and whipping post; a person's feet would be held in the stocks.

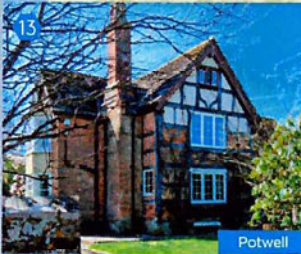
Time for a drink and a bite to eat in one of our many hosteleries and coffee shops!

12



St. Peter's Church

13



Potwell

