(1) **COOLHURST PROPERTY LIMITED**

(2) **ST JOHNS (SOUTHERN) LIMITED**

(3) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

Section 106 of the Town and Country Planning Act 1990 in respect of
Land at Hawkesbourne Wood, Rusper Road, Horsham, West Sussex RH12 4QS

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL

Legal Ref: DSM/003486

This Agreement is made as a deed and dated 13th November 2024

Between:

(1) **COOLHURST PROPERTY LIMITED** (Co. Reg. No. 14663025) whose registered office is One Bell Lane, Lewes BN7 1JU **("the Owner")**;

(2) **ST JOHNS (SOUTHERN) LIMITED** (Co. Reg. No. 06363755) whose registered office is One Bell Lane, Lewes BN7 1JU **("Offsetting Site Owner")**

(3) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL **("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 [redacted] being Hawkesbourne Wood, Rusper Road, Horsham **("Application Site").**

1.2 The Offsetting Site Owner is the owner with Title Absolute of the Offsetting Site being land registered at HM Land Registry under title number [redacted] by virtue of a transfer dated 29 December 2023 which is in the process of being registered at HM Land Registry.

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

1.4 The Owner submitted the Application which was validated on 3 October 2024 to the Council.

1.5 The Council is minded to grant planning permission for the Development subject to this Agreement in order to secure the necessary planning obligations.

1.6 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.

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

1.8 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 Site.

1.9 The Owner and the Offsetting Site Owner 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.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended;
"Application"	means the application number DC/23/1806 for change of use of land and associated siting of 6 No. Eco Lodges for short-term tourist accommodation;
"Application Site"	means all that land comprising of Hawkesbourne Wood, Rusper Road, Horsham shown for identification purposes edged red on the Development Site Plan and to which the Application relates;
"Commencement of Development"	means 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"	means the date on which the Commencement of the Development occurs;
"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;

"Development	means the development of the Application Site pursuant to the Planning Permission;
"Development Site Plan"	means the plan attached to this Agreement at Schedule 1;
"Monitoring Fee"	means the fee [redacted] payable to the Council for monitoring obligations in the Agreement and which is payable on or before completion of this Agreement under the provisions of regulation 122 of the Community Infrastructure Regulations 2010, section 111 of the Local Government Act 1972 and section of the Localism Act 2011;
"Occupation"	means occupation for any purpose for which the Planning Permission may be 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 Notice"	means the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3;
"Offsetting Site"	means the 22 pre-existing 1, 2 and 3-bedroom apartments situated at 64-68 (even) Hurst Road, Horsham, RH12 2EP also known as 49-70 Hurst Court, Hurst Road, Horsham RH12 2EW shown for identification purposes edged red on the Offsetting Site Land Plan;
"Offsetting Site Land Plan"	means the plan attached to this Agreement at Schedule 2 "Offsetting Site Land Plan";
"Offsetting Measures"	means the detailed water saving measures that are to be implemented on the Offsetting Site in order to make the Development Water Neutral set out in the Water Neutrality Statement;
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application;
"Position Statement"	means the statement dated 14th 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"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;
"SNWSZ"	means the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	means the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it;
"Water Neutral"	means 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"	means the Water Neutrality Assessment Report prepared by B & C Bryant Plumbing and Heating dated August 2023 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;
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1st 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 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 hereof but the provisions in paragraphs 3 and 4 of Schedule 4 and Schedule 5 shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owner covenants with the Council to fully comply with and to perform the obligations contained herein and in Schedule 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 fully comply 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 Legal and Democratic Services 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 [redacted] incurred in preparing and entering into this Agreement and the Monitoring Fee.

9. MORTGAGEE'S LIABILITY

9.1 Any 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 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 (as relevant).

10. GENERAL

The parties undertake that:

10.1 this Agreement constitutes a planning obligation and is entered into under 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;

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 its 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 Application Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

10.18 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 or 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 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 other than tenants who occupy the dwellings within the Offsetting Site on short term ASTs.

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 Agreement or the Planning Permission or the planning obligations that relate to 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

SIGNED as a DEED by
COOLHURST PROPERTY LIMITED

[redacted]

Acting by a Director

in the presence of:

Name of witness BETHANY HOLYHEAD.

Address of witness PONDTAIL HOUSE, EASTEDS LANE, HORSHAM, RH13 9DP.

SIGNED as a DEED by
ST JOHNS (SOUTHERN) LIMITED

[redacted]

Acting by a Director

in the presence of:

Name of witness BETHANY HOLYHEAD.

Address of witness PONDTAIL HOUSE, EASTEDS LANE, HORSHAM, RH13 9DP.

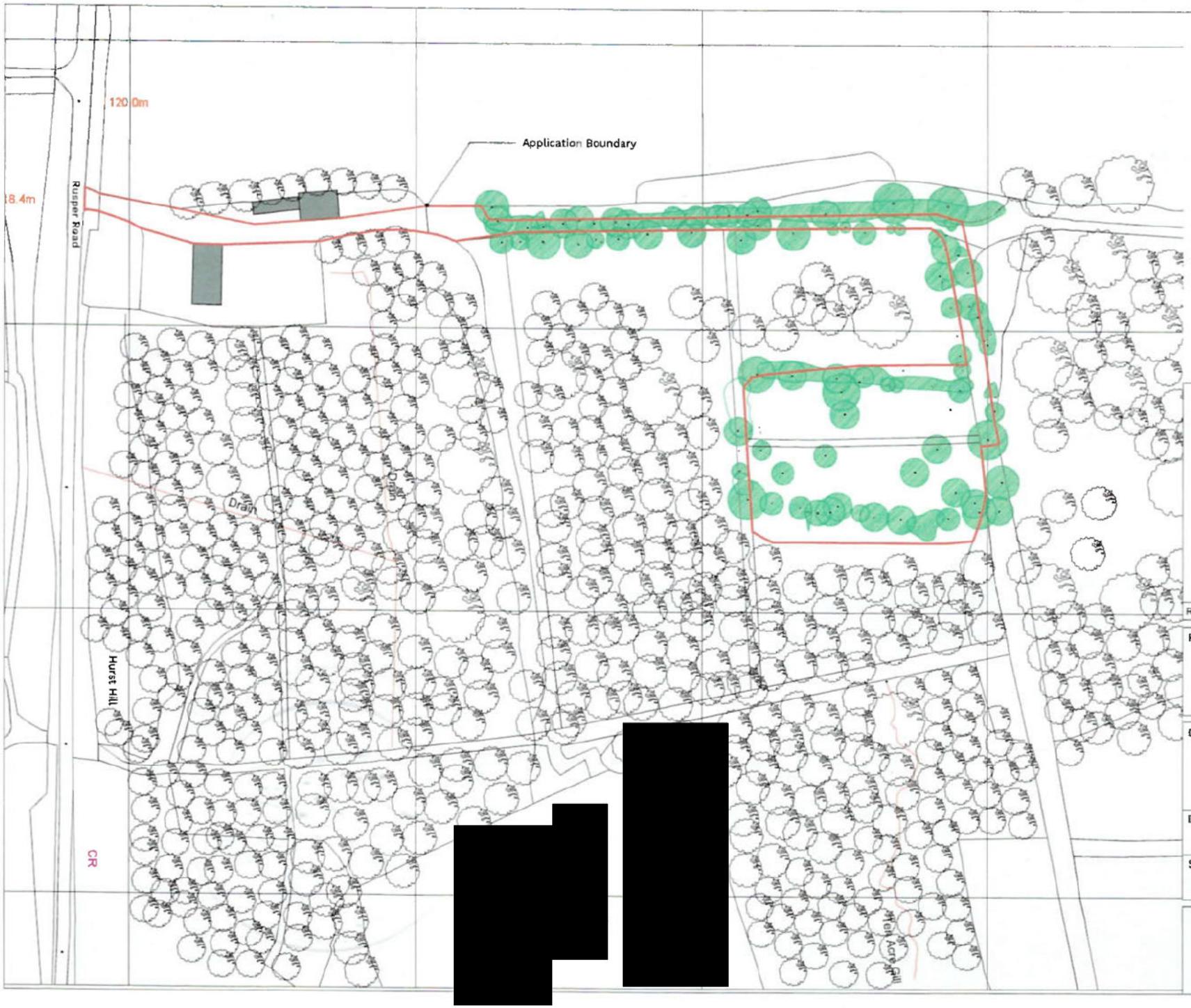
SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Offic[redacted]

17952 x3

Schedule 1

The Development Site Plan



Notes:

Print drawing at 100% when printing to A3 paper - do not print to fit.
Do not scale from this drawing.
All discrepancies must be reported to the Architect immediately.
All subcontractors must check dimensions on site before the production of shop drawings for the approval of the Architect.
All dimensions in millimetres.

Rev	Date	Description

Project Details

Hawksbourne Wood

Rusper Road, Horsham, RH12 4QS

Drawing Details

Site Location Plan

PLANNING ISSUE

Drawing No.	Date
CO245-P001	September 2023
Scale: ISSUED 1:1250 @ A3	Revision: A

50.8 ARCHITECTURE + INTERIORS
info@fiftypointeight.co.uk 07775786502

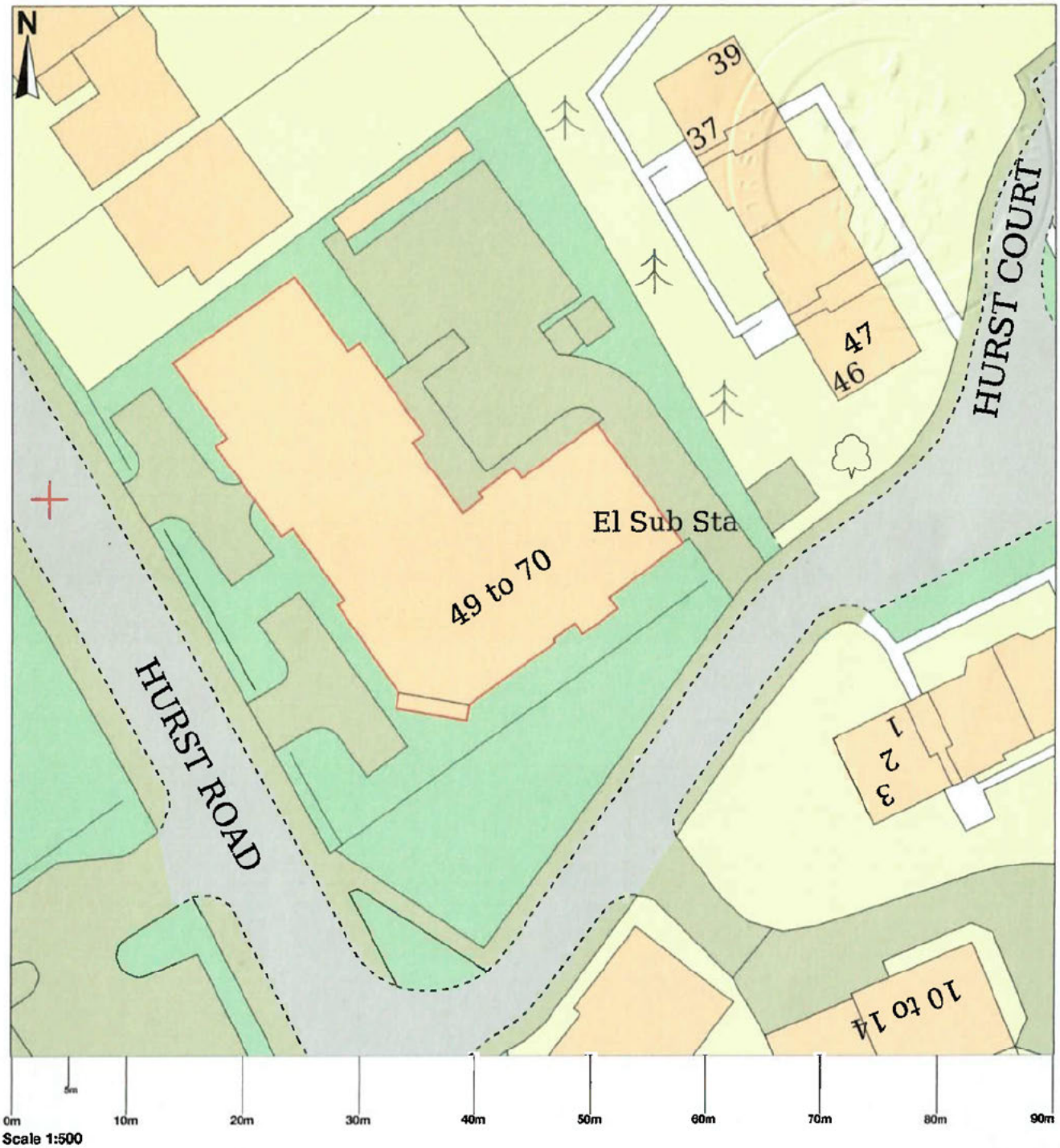
Schedule 2

Offsetting Land Plan

[redacted]

49 - 70 Hurst Court, Horsham, RH12 2EW

[redacted]



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Ordnance Survey
Licensed Mapping

Schedule 3

Water Neutrality Statement

Water Neutrality Assessment Report

To accompany planning statement

Hawkesbourne Woods, Rusper Road, Horsham, West Sussex, RH12 4QS

Prepared by

B & C Bryant Plumbing and Heating Ltd

August 2023

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1 Introduction

1.1 Site Location

The eco lodges will be located in Hawkesbourne Woodland, Rusper Road, Horsham.

1.3 Proposal

The proposal is for 'Change of use of land for siting of 6no. eco lodges. Each lodge will used for short-term holiday lets, fitted with a shower, toilet, basin, and kitchen sink.

1.3 Background

On 14 September 2021, the Council received a Position Statement from Natural England. Information collected by Natural England shows that water abstraction for drinking water supplies is having a negative impact on the wildlife sites in the Arun Valley. They have advised that any new development that takes place must not add to this negative impact.

The Position Statement also affects Crawley Borough Council, part of Chichester District Council, parts of the South Downs National Park and West Sussex County Council. HDC are therefore working closely with these authorities, Southern Water and Natural England on this topic.

One way of preventing any further negative impact is to ensure that all new development which takes place is water neutral.

Water neutrality is a significant yet recent principle for the sustainable management of water resources in the context of new developments. An accepted interpretation of water neutrality asserts that following the construction of new developments, the overall water consumption should remain unchanged. In other words, any increased demand for water due to new developments should be balanced within the existing community by enhancing the water efficiency of pre-existing residences and structures in the vicinity (Therival et al., 2016).

1.4 Purpose of this report

The purpose of this report is to establish that the authorisation of planning application 'Change of use of land for the siting for 6No. eco lodges' will not result in a substantial impact on the Arun Valley (designated as a European Site), as mandated by Regulation 75 of the Conservation of Habitats and Species Regulations 2017.

2 Calculations

2.1 Baseline Calculations

The existing site has been used for storage of machinery and vehicles, as such the site has no demonstrable water use.

The baseline water consumption for the development site is therefore considered to be nil.

2.2 Proposal Demand

To demonstrate the proposals consumption rates, part G water calculator has been completed in accordance with Horsham District Council's advice. An occupancy rate of 100% has been assumed to ensure water neutrality. Table '1' illustrates the consumption of water for one lodge.

Table 1: The water calculation per person for proposal

Installation Type	Unit of measure	Flow Rate	Use factor	Fixed use	Litres/person/day
WC (dual flush)	Full flush vol (litres)	3.5	4.42	0	15.47
Bathroom tap	Flow rate (litres/minute)	3.7	1.58	1.58	7.43
Shower only	Flow rate (litres/minute)	4.5	5.6	0	25.2
Kitchen tap	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
		Total calculated use (litres/person/day)			82.32
		Normalisation factor			$\sum \times 0.91$
		Total Water Consumption (litres/person/day)			74.91

Water consumption per person/day: 74.91 litres.

External water uses per person/day: 5 litres.

74.91 litres + 5 litres = 79.91 litres per person / day.

Total water consumption per lodge/day: 79.91 litres x 1.32 occupants = 105.48 litres.

Total water consumption per day: 105.48 litres x 6 lodges = 632.89 litres.

Total water consumption per year: 632.89 litres x 365 days = ***231,003.8 litres.***

2.3 Proposed Lodge Appliances

Water consumption calculated within diagram Table 1 uses the following appliances:

Dual flush WC: Armitage Shanks – Contour 21 – S312201
Bathroom tap: AKW – Denova – 22317
Shower: AKW – SmartCare Plus – 20946
Kitchen tap: Armitage Shanks – Sandringham SL – 1855 – B4449AA

2.4 Additional information

The lodges will not have dishwashers installed. As per approved document G, where no dishwasher is to be provided, consumption figures are unknown and a figure of 1.25 litres per place setting must be assumed. This figure must be multiplied by a use factor of 3.6 which gives 4.5 litres/person/day.

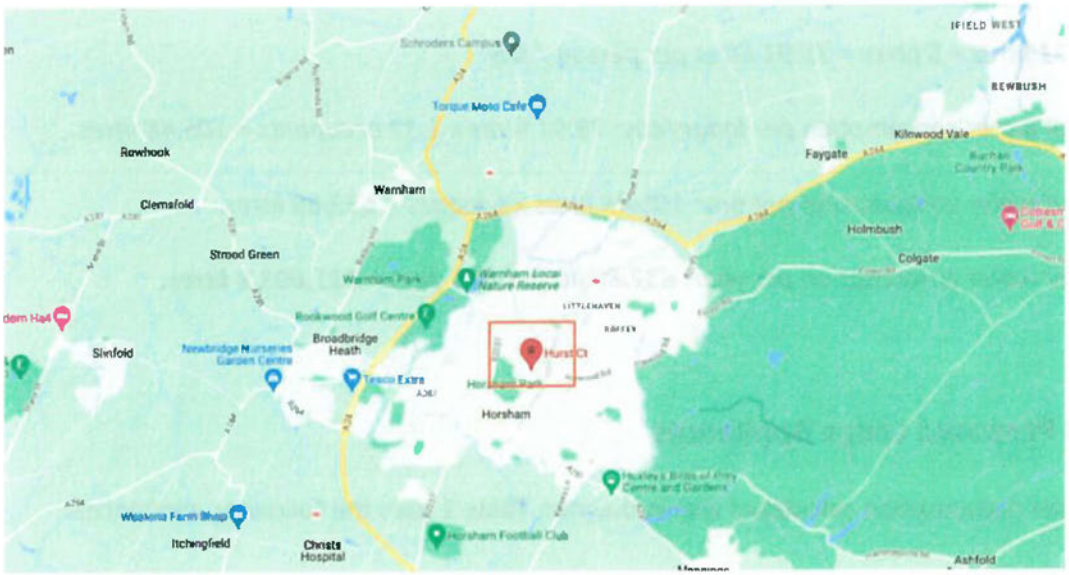
A third-party laundry company will be used to service the lodges, eliminating the need for washing machines. As per approved document G, where no washing machine is to be provided, consumption figures are unknown and a figure of 8.17 litres per kilogram must be assumed. This figure must be multiplied by a use factor of 2.1 which gives 17.16 litres/person/day.

3 Offsetting measures

3.1 Offsetting at other properties

The applicant suggests compensating for the additional water consumption of 632.89 litres per day, expected from the construction of 6 eco-lodges, by offsetting it against the water usage of 22 pre-existing 1, 2, and 3-bedroom apartments situated at 49-70 Hurst Court,

Horsham, RH12 2EW. These flats are situated within the Sussex North Water Supply Zone (Google, 2023)



The applicant directed the managing agent of Hurst Court to email all tenants, requesting them to provide a water bill within the last year. However, no tenants responded to this email.

Therefore, an examination was conducted at Hurst Court to incorporate the water flow rates used at each of the flats and establish the flow rates while also ascertaining the products dispensed by the taps, showers, and appliances.

Table 2: Current Hurst Court Fixtures/Fittings		
Water Fixtures and Appliances	**Water usage**	**Product Name**
Basin taps	6 litres per minute	Hansgrohe Focus
Bath/shower mixer	16 litres per minute	Hansgrohe Ecostate 1001 C1
Showers	18 litres per minute	Hansgrohe Verostat
Toilets	6 litres per flush	Hansgrohe Rapid SL Dual Flush
Kitchen Tap	17 litres per minute	
Washing Machine	Eco wash 48 litres per wash/synthetics wash 75 litres per wash (as per manual)	Indesit BIWDIL75125UKN washer dryer 7/5kg
Dishwasher	11.5 litres per cycle (as per manual)	Hotpoint HSIC 3M19 Slimline

Evidence of the fixtures and appliances within the appendix (Table 4)

Table 3: Water Calculation for Hurst Court (Per Person)					
Installation Type	**Unit of measure**	**Flow Rate**	**Use factor**	**Fixed use**	**Litres/person/day**
WC (dual flush)	Full flush vol (litres)	6	4.42	0	26.52
Bathroom tap	Flow rate (litres/minute)	6	1.58	1.58	11.06
Bath only	Capacity to overflow (litres)	169	0.11	0	18.59
Shower only	Flow rate (litres/minute)	18	4.37	0	78.66
Kitchen tap	Flow rate (litres/minute)	17	0.44	10.36	17.84
Washing machine	Litres/kg dry load	8.17	2.1	0	17.16
Dishwasher	Litres/place Setting	1.25	3.6	0	4.5
		Total calculated use (litres/person/day)			174.33
		Normalisation factor			$\sum \times 0.91$
		Total Water Consumption (litres/person/day)			158.64

The table above displays Part G water calculator, showing the current water consumption per person at Hurst Court.

To decrease water usage, the applicant intends to fit flow limiters to all showers, lowering the flow rate from 18 litres per minute to 14 litres per minute

Product name: Bristan Pink 14 Litres Per Minute Flow Limiting G ½" Shower Outlet Regulator – ECOSHW-14.

Final Calculations

The installation of flow restrictors would intern save 659.98 litres per day at Hurst Court.

Existing Shower Calculations

Litres/minute: 18 x Use factor: 4.37 x Normalisation factor: 0.91 = 71.58 litres/person/day.

Proposed Shower Calculations

Litres per minute: 14 x Use Factor: 4.37 x Normalisation Factor: 0.91 = 55.67 litres/person/day.

Proposed Saving

Proposed saving per person: 71.58 litres/person/day – 55.67 litres/person/day = 15.91 litres/person/day.

3 bedroom flat: 15.91 litres/person/day x 2.47 occupancy figure = 39.3 litres/flat/day.

2 bedroom flat: 15.91 litres/person/day x 1.88 occupancy figure = 29.91 litres/flat/day.

1 bedroom flat: 15.91 litres/person/day x 1.32 occupancy figure = 21 litres/flat/day.

2 x 3 bedroom flats: 39.3 x 2 = 78.6 litres/day.

18 x 2 bedroom flats: 29.91 x 18 = 538.38 litres/day.

2 x 1 bedroom flats: 21 x 2 = 42 litres/day.

78.6 + 538.38 + 42 = 658.98

Total Saving = 658.98 litres/day.

Total proposed water consumption for new development is 632.89 litres/day.

This has been calculated based on a baseline water consumption of 74.91 litres/person/day. A further allowance of 5 litres/per/day is made for external water usage.

The external water usage figure of 5 litres/per/day has been added to the baseline water consumption of 74.91 litres/person/day. This resulting figure of 79.91 litres/per/day has been multiplied by 1.32 to account for occupancy rates and then further multiplied by 6 for the number of proposed lodges.

Proposed offsetting at Hurst Court through installation of flow restrictors, saves 658.98 litres/day.

The applicant can provide proof of installation with invoices, photographic evidence and welcomes inspections before, during or after installation.

Securing the mitigation

Both the application site and the mitigation property are in the applicant's ownership.

The applicant affirms their willingness to either enter into a Section 106 legal agreement or accept the imposition of planning conditions to ensure the mitigation is carried out.

Conclusion

Baseline Water Consumption: The report establishes that the baseline water consumption for the development site is nil because it was previously used for storage and had no water use.

Proposal Water Demand: The water demand for the proposed eco lodges is calculated, considering various fixtures and appliances. It is determined to be 79.91 litres per person per day, considering both internal and external water usage.

Total Water Consumption: For the 6 proposed lodges, the total water consumption per day is calculated to be 632.89 litres, and per year is 231,003.8 litres.

Offsetting Measures: The report suggests offsetting the additional water consumption of 632.89 litres per day by implementing water-saving measures at a different property (Hurst Court), which is expected to save 658.98 litres per day. This demonstrates an effort to achieve water neutrality.

Final Calculations: After implementing flow restrictors and other measures, the total saving at Hurst Court is calculated as 658.98 litres per day. This offsets the proposed water consumption for the new development.

The report concludes that with these offsetting measures, the water demand from the Arun Valley will be reduced by 26.1 litres per day, satisfying the requirement for water neutrality and minimising the impact on the environment, while also providing a robust and enforceable mitigation proposal that ensures compliance with Regulation 75 of the Conservation of Habitats and Species Regulations 2017, thereby not significantly affecting the Arun Valley (a European Site).

Referencing

Google (2023) Hurst Court, Horsham. Available at: https://www.google.com/maps/place/Hurst+Ct,+Horsham/data=!4m2!3m1!1s0x4875ebb384587057:0xb02b8096dc93167e?sa=X&ved=2ahUKEwiUr6ewrIeBAxXmXEEAHR6-BskQ8gF6BAgPEAA&ved=2ahUKEwiUr6ewrIeBAxXmXEEAHR6-BskQ8gF6BAgQEAI

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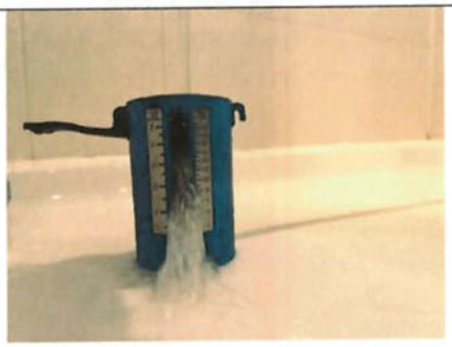
Appendix

Hurst Court Evidence

Table 4: Hurst Court Fixtures & Fittings

Fixtures/ Appliances	Flow rate	Additional photos
Kitchen tap		

Basin taps (Hansgrohe Focus)		
Toilets (Hansgrohe Rapid SL Dual Flush)	6 litres per flush	

		
Showers (Hansgrohe Verostat)		 

Bath/Shower mixer		
Washing machine	Eco wash 48 litres per wash/synthetics wash 75 litres per wash (as per manual)	
Dish washer	11.5 litres per cycle (as per manual)	

Bathroom photo	

Schedule 4

The Owners' Covenants to the Council

With the intention of binding the Application Site, and for the purpose of allowing the 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 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 Water Neutrality Statement have been implemented in full at 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;
4. Not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the Water Neutrality Statement have been implemented in full at the Offsetting Site.

Schedule 5

The Offsetting Site Owner

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 Days' notice in writing of its intention to inspect the Offsetting Measures;
5. That in the event that the Offsetting Site is transferred, that the transfer of any part of the Offsetting Site being transferred contains a direct covenant with the transferee:
    i. to comply with the restrictions and obligations set out in this Agreement;
    ii. to maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;
    iii. to consent to the entering of the following restriction on the transferee's title to the Offsetting Land 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:
    iv. "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number [ ] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".