(1) HORSHAM DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) STONEBOND PROPERTIES (GUILDFORD) LIMITED

(4) EARL HOUSE PARTNERSHIP LTD

(5) COLIN ANDREW LEWIS AND ANNA VICTORIA LEWIS

AGREEMENT

Pursuant to section 106 Town and Country Planning Act 1990 relating to land at Millfields Farm, Horsham Road, Rusper RH12 4PR

THIS AGREEMENT is made as a **DEED** the 7th day of May 2025

PARTIES

(1) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham RH12 2GB ("the **District Council**");

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

(3) **STONEBOND PROPERTIES (GUILDFORD) LIMITED** (Company Registration Number 13544912) of Stonebond House, 132-136 New London Road, Chelmsford, Essex, United Kingdom, CM2 0RG ('the **Developer**");

(4) **EARL HOUSE PARTNERSHIP LTD** (Company Registration Number 09411683) of 4 Compton Heights, Guildford, England, GU3 1DA ('the **Owner**");

(5) **ANNA VICTORIA LEWIS** of Flat 107, Bridge House, 18 St. George Wharf, London SW8 2LG trading as Magenta Holdings and **COLIN ANDREW LEWIS** of Flat 107, Bridge House, 18 St. George Wharf, London SW8 2LG trading as a general partnership known as Magenta Holdings ("the **Mortgagee**")

(together "**the Parties**")

1. BACKGROUND AND RECITALS

Whereas

1.1 The Owner is the registered proprietor of the Application Site and Offsetting Site with title absolute of the land registered at HM Land Registry under title numbers WSX236096 and WSX237102.

1.2 The Mortgagee is the registered proprietor of the charges dated 4 August 2014 referred to in entry numbers 1 and 2 of the charges register of title number WSX236096, and 4 August 2014 referred to in entry numbers 5 and 6 of the charges register of WSX237102 and has agreed to enter into this Agreement to give its consent to the terms of this Agreement.

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

1.4 The County Council is the highway authority 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.

1.5 The Owner plans to transfer part of the Application Site to the Parish Council. The Parish Council will be interested in part of the Application Site for the purpose of this Agreement as they will be recipients of the part of the Biodiversity Gain Site, known as the Biodiversity Gain Site Public Open Space Land, although no disposal to the Parish Council has been made at the date of this Deed.

1.6 The District Council's Planning North Committee resolved on 1 October 2024 to grant Planning Permission for the Development subject to this Agreement being entered into in order to secure the necessary planning obligations.

1.7 The Developer made the Application and is proposing to carry out the Development.

1.8 The District Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.

1.9 Southern Water supplies drinking water to the District Council's administrative area from the SNWSZ.

1.10 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 have entered into this Agreement to secure the required mitigation by securing the Offsetting Site Measures and to bind the Application Site and the Offsetting Site.

1.11 The Owner the Mortgagee and the Developer are willing to enter into be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. **INTERPRETATION**

In this Agreement:

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

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

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

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

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

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

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

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

2.9 A reference to writing or written excludes fax.

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:

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended);
"Act"	the Town and Country Planning Act 1990 (as amended);
"Additional Biodiversity Gain Plan Contribution"	means the sum of £5,300.00 (FIVE THOUSAND THREE HUNDRED POUNDS) Index Linked to be paid by the Owner to the Parish Council or the District Council if applicable under Schedule 6 of this Agreement to be applied by the Parish Council or the District Council as a financial contribution towards the Parish Council's or the District Council's costs of reporting against the approved Biodiversity Gain Plan for any adopted Public Open Space;
"Agreement"	means this deed;
"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme;
"Application"	the application for the demolition of existing structures and erection of 43no. dwellings (Use Class C3), creation of a new access and provision of public open space, alongside landscaping and other works ascribed reference number DC/24/0699;
"Application Site"	land at Millfields Farm, Horsham Road, Rusper RH12 4PR to which the Application relates, which is shown for identification purposes edged in red on the Application Site Plan;
"Application Site Plan" / "Offsetting Site Plan"	the plan entitled "*Application Site and Offsetting Site Plan*" with drawing number '*7288 LP03*' which shows the Application Site edged in red and the Offsetting Site edged in blue at Appendix 1 of this Agreement;
"BCIS Index"	means the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;
"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 2015 Order, 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 Commencement of Development occurs;
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
"County Council Monitoring Fee"	means the total sum of £1,440.00 (ONE THOUSAND FOUR HUNDRED AND FORTY POUNDS) payable to the County Council for monitoring the delivery and performance of the obligations contained in paragraph 2 of Schedule 8 of this Agreement over the lifetime of the Development;
"Development	the development of the Application Site as described therein pursuant to the Planning Permission;
"East Street Site Access Works"	the works to create a new site access off East Street as shown indicatively on the Site Access Plan (unless otherwise amended or revised with the written agreement of the County Council);
"Estate Roads"	the roads, footways, footpaths, car parking spaces and cycle ways that are provided on the Application Site and which fall outside the boundaries of Housing Units and which are not intended to be adopted by the Highways Authority as a highway maintainable at the public expense as shown indicatively on the Estate Roads Plan;
"Estate Roads Plan"	the plan attached to this Agreement at Appendix 2 entitled '*Adoption Layout*' with drawing reference '*15066-TUL-XX-XX-DR-C-60001 Rev B'*;
"Footpath 1502 All Weather Surface Works"	the provision of an all-weather surface to footpath FP1502 between the northern boundary of the Development to Horsham Road as shown indicatively in green on the Site and Associated Access Plan;
"Footpath Works Scheme"	means a scheme in respect of the Footpath 1502 All Weather Surface Works delivered in accordance with Schedule 8 of this Agreement;
"Highway Agreement"	any agreement or agreements entered into by the Developer, Owner (or such other relevant party) and the County Council pursuant to section 278 and/or section 38 and/or such other statutory provision or procedure pursuant to the Highways Act 1980 to enable the relevant works in a form to be agreed by the County Council;
"Highway Works"	means the provision of the following: a) East Street Site Access Works; and b) Off-Site Improvement Works; to be provided in accordance with the Approved Highway Works Scheme;
"Highway Works Scheme"	means a scheme in respect of the Highway Works delivered in accordance with Schedule 8 of this Agreement;
"Housing Unit"	shall have the same meaning as set out in Schedule 4 to this Agreement and "**Housing Units**" shall be construed accordingly;

"Index Linked"	means increased in accordance with the following formula: Amount payable: A = B x (C / D) (where C/D is equal to or greater than 1) and where: • A is the sum actually payable on the date the payment is due • B is the original sum mentioned in this Agreement • C is the BCIS Index that applied immediately preceding the date the payment is due • D is the figure for the BCIS Index that applied when the index was last published prior to this Agreement;
"Interest"	Interest at the rate of 4% above the Bank of England base rate;
"Local Area of Play"	the area shown on the Open Space Plan provided for local play and "**LAP**" shall be construed accordingly;
"Management Land"	the land including but not limited to the unadopted Estate Roads surface water drainage SUDS foul drainage and Open Space and Biodiversity Gain Site Public Open Space Land not transferred being the land shown for illustrative purposes only and marked on the Estate Roads Plan Open Space Plan and Biodiversity Gain Site Public Open Space Land Plan or such other plan that is agreed between the Owner and the District Council;
"Management Company"	a limited company set up amongst other things for the purposes of securing the future management and finance of the Management Land through adherence to the Management Plan;
"Management Plan"	a written scheme which demonstrates the method by which the Management Land will be managed maintained and financed so as to fulfil the following objectives; a) maintenance to a standard that will provide high quality amenities to residents, for the lifetime of the development, including times during which the public facilities may be accessed, and fencing/securing where required (if any); b) to ensure each lease/owner of the Housing Units pays a service charge for the maintenance and management of the Management Land in accordance with the Management Plan (provided that this b) shall not apply in the event that all of the Application Site is owned by the approved Registered Provider); c) to ensure that sufficient funds are raised from time to time through the service charge or otherwise to ensure that the requirements of the Management Plan are fully funded and thereafter adhered to; and d) to provide a means by which the District Council may verify compliance with the Management Plan;
"Monitoring Fee"	the fee of £1,200.00 (ONE THOUSAND AND TWO HUNDRED POUNDS) payable to the District Council for monitoring obligations in

	this Agreement and which is payable before or on the completion of this Agreement;
"Occupation"	occupation of the Development for any purpose for which the Planning Permission is granted 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"	the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3;
"Offsetting Site"	land comprising "*The Coach House and Millfields Farm Cottage*" to be subject to the Offsetting Site Measures and which is shown for identification purposes edged in blue on the Offsetting Site Plan;
"Offsetting Site Measures"	the detailed water saving measures that are to be implemented in respect of the extant dwelling on the Offsetting Site to make the Development Water Neutral as set out in the Water Neutrality Statement;
"Off-Site Improvement Works"	the improvement works to Horsham Road, High Street and East Street including three (3) informal pedestrian crossing points with dropped kerbs and tactile paving as shown indicatively on the Site and Associated Access Plan (unless otherwise amended or revised with the written agreement of the County Council);
"Open Space"	means any open space not adopted or transferred as Public Open Space to be provided on the Application Site shown as such for illustrative purposes only on the Open Space Plan and to be managed in accordance with Schedule 7;
"Open Space Plan"	means the plan attached to this Agreement at Appendix 3 entitled '*Proposed Open Space'* with drawing refence '*7288 PL-07 Rev F'*;
"Parish Council"	means Rusper Parish Council;
"Planning Permission"	The planning permission that may be granted by the District Council for the Application subject to conditions;
"Position Statement"	the statement from Natural England dated 14th September 2021, updated in February and November 2022, which states that water abstraction for water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Proposed Site Layout Plan"	the plan attached to this Agreement at Appendix 4 entitled '*Proposed Site Layout'* with drawing refence '*7288 PL-04 Rev H'*;
"Public Open Space"	the principal green space (excluding SUDS), play provision amenity greenspace, park land open space, green gap open space and to include the Biodiversity Gain Site Public Open Space Land to be provided on the Application Site shown as such for illustrative purposes only on the Open Space Plan and to be offered for transfer or adoption in accordance with Schedule 7;

"Public Open Space Management and Maintenance Contribution"	the sum of £148,400.00 (ONE HUNDRED AND FORTY-EIGHT THOUSAND FOUR HUNDRED POUNDS) (Index Linked) towards the landscape and habitat management and maintenance of the Public Open Space payable in accordance with Schedule 7;
"Section 73 Consent"	any 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;
"Site Access Plan"	the plan attached to this Agreement at Appendix 5 entitled '*Proposed Site Access*' with drawing reference '*70116686-SK-001 P04*';
"Site and Associated Access Plan"	the plan attached to this Agreement at Appendix 6 entitled '*Site Plan and Associated Access*' with drawing reference '*70116686-SK-002 P02*;
"SNWSZ"	the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it;
"Statutory Undertaker"	a statutory undertaker as defined in Section 329 of the Highways Act 1980 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Authority and the holder of a licence to supply cable television;
"SUDS"	includes, but not limited to, the SUDS features proposed which include permeable paving, detention basins and swales;
"Traffic Regulation Order"	a traffic regulation order pursuant to the Road Traffic Regulation Act 1984 to provide the TRO Works;
"TRO Plan"	a plan to be submitted in accordance with Schedule 8 paragraph 2.1 of this Agreement;
"TRO Works"	means the extension of the 30mph (speed limit and gateway feature) zone to include the existing dwellings to the east of the Development as shown on the TRO Plan in accordance with the TRO Works Scheme subject to the Traffic Regulation Order being approved by the County Council pursuant to the requirements of the Road Traffic Regulation Act 1984;
"TRO Works Scheme"	means a scheme in respect of the TRO Works delivered in accordance with Paragraph 2 of Schedule 8 of this Agreement;
"Water Neutral"	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "**Water Neutrality**" shall be construed accordingly;

"Water Neutrality Statement"	the statement dated 7 June 2024 prepared by Laura Jagiela of Motion on behalf of the Owner in support of Application, setting out the Offsetting Site Measures to be undertaken to demonstrate how the Development will be delivered and remain Water Neutral in perpetuity in accordance with the Position Statement, comprising Schedule 1 of this Agreement;
"Water Stressed Areas Classification"	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; and
"Working Day"	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 grant of Planning Permission SAVE FOR this clause and clauses 8.1 8.2 and 8.4 which shall take effect on the date hereof.

6. **COVENANTS**

6.1 The Owner covenants with the District Council to fully comply with and to perform the obligations contained herein and in Schedules 1 to 9 of this Agreement in accordance with the requirements and timescales set out.

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

6.3 The Owner covenants with the County Council to fully comply with and perform the obligations contained herein and in Schedule 9 of this Agreement in accordance with the requirements and timescales set out.

6.4 The District Council covenants with the Owner to fully comply with and perform the obligations contained herein and in Schedule 10 of this Agreement in accordance with the requirements and timescales set out.

6.5 The County Council covenants with the Owner to fully comply with and perform the obligations contained herein and in Schedule 11 of this Agreement in accordance with the requirements and timescales set out.

7. **NOTICES**

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

7.1.1 to give the Commencement Notice to the District Council and the County Council not less than 14 (fourteen) days before the anticipated Commencement Date; and

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

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other parties and must be served personally or by first class registered or first class recorded delivery post or by email and, in the case of the District Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the District Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after dispatch and in proving the fact of dispatch 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 09:00 and 17:00 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS AND MONITORING FEES

8.1 The Developer 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 in the sum of £5,400.00 (FIVE THOUSAND FOUR HUNDRED POUNDS).

8.2 The Developer has undertaken to pay on or before the date hereof the County Council's reasonable legal costs in relation to this Agreement in the sum of £3,050.00 (THREE THOUSAND AND FIFTY POUNDS).

8.3 The Developer covenants to pay the County Council Monitoring Fee to the County Council on or before Commencement of the Development.

8.4 The Developer covenants to pay the District Council the Monitoring Fee on or before completion of this Agreement.

9. MORTGAGEE'S CONSENT

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

9.2 The Mortgagee or any future mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site and 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.

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

10.2 this Agreement constitutes a deed;

10.3 this Agreement is enforceable by the District Council and the County Council in accordance with section 106 of the Act; and

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 the Mortgagee and the Developer that failure by the District Council or County Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner or Developer of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District Council or County Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the District Council or County 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 Developer 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 District Council; and

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

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

10.8 The Developer hereby gives consent for the Application Site Plan, Offsetting Site Plan, the Estate Roads Plan, the Open Space Plan, the Proposed Site Layout Plan, the Site Access Plan and the Site and Associated Access Plan, the Biodiversity Gain Site Public Open Space Land Plan and the Biodiversity Gain Site Retained Land Plan to be reproduced by the District Council and the County 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 clauses 8.1, 8.2 and 8.4) 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 and Developer; or

10.11.3 is quashed following a successful legal challenge

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

10.12 The Owner (or any person deriving title 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 or such person deriving title has parted with their interest in the Application Site or Offsetting Site or such part of the Application Site or Offsetting

Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.13 No person shall be liable for a breach of the covenants restrictions or obligations in this Agreement relating to a part of the Application Site or Offsetting Site in which they do not have an interest.

10.14 The obligations contained in this Agreement shall not be enforceable against a Statutory Undertaker or other person who acquires any part of the Application Site Offsetting Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

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

10.16 References to the Application Site or Offsetting Site include any part of it.

10.17 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.

10.18 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site or the Offsetting 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.

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

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

10.19.2 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; and

10.19.3 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:

10.19.4 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

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

10.21 EXCEPT for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement no obligations contained in this Agreement shall be binding on:

10.21.1 any freehold or leasehold owners or occupiers of individual Housing Units constructed pursuant to the Planning Permission (or their respective mortgagees) SAVE FOR the provisions of Schedule 3 (off-site water neutrality) and Schedule 5 paragraph 3 (Management Company covenant), and

10.21.2 any Registered Provider or their Chargee (as defined in Schedule 4) or successors in title SAVE FOR the obligations which relate to the use and Occupation of the Affordable Housing Units in this Agreement.

10.22 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between any of the Parties to this Agreement 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 and the finding of any expert appointed shall be final and binding on the Parties save in the case of manifest error or fraud.

11.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 5.2 of Schedule 9 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.

11.4 Any expert appointed pursuant to clause 11.2 or 11.3 shall:

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

11.5 The provisions of this clause shall not affect the ability of the District Council or County 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, Developer and Mortgagee have any legal or equitable interest in the Application Site and the Offsetting Site.

12.2 The Owner undertakes to the District Council and the County Council to give the District Council and the County Council written notice of any change in the ownership of their interest in the Application Site and or the Offsetting Site with ten Working Days of such change 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 or Offsetting Site purchased by reference to a plan.

13. **INDEXATION**

13.1 All financial contributions payable to the District Council and County Council shall be Index Linked where specified.

13.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the District Council shall advise the Owner in writing.

14. **INTEREST AND LATE PAYMENT**

14.1 If any sum or amount has not been paid to the District Council or County Council by the date it is due the Owner shall pay the District Council or County Council as appropriate Interest on that amount (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

SCHEDULE 1

WATER NEUTRALITY STATEMENT

Site: Millfields Farm, Rusper
Prepared by: Laura Jagiela
Approved by: Neil Jaques
Date: 7th June 2024

motion
232 High Street
Guildford
Surrey
GU1 3JF

Tel: 01483 531000
http://www.motion-uk.co.uk

1.0 Introduction

1.1 This Water Neutrality Statement (WNS) has been prepared on behalf of Stonebond Properties (Guildford) Limited to demonstrate how the proposed development at Millfields Farm, Rusper will achieve water neutrality.

1.2 Following the issue of Natural England's (NE's) Position Statement on Water Neutrality within the Sussex North Water Supply Zone (SNWSZ), Horsham District Council (HDC) require all new planning applications to demonstrate that the development is water neutral and/or that they do not result in a significant effect. NE's Position Statement can be found in full within **Appendix A**.

1.3 The SNWSZ covers part of the Horsham District, as well as parts of the neighbouring Chichester, Arun and Crawley Districts. A plan showing the SNWSZ area, and the location of the farm can be found in **Appendix B**.

1.4 This statement sets out the following:

- Baseline calculations for the existing development;
- Additional demand as a result of the proposed development;
- Water reduction measures, such as water efficient fixtures and fittings and rainwater harvesting; and
- Measures to offset any remaining deficit following the above.

2.0 Background

2.1 The proposed development is located at Millfields Farm in Rusper.

2.2 The existing site consists of multiple agricultural buildings and barns along with open fields.

2.3 The proposal is for the demolition of the existing structures and erection of 43 dwellings (Use Class C3), creation of a new access and provision of public open space, alongside associated landscaping and other works. The dwellings will consist of four one-bedroom homes, 15 two-bedroom homes, 16 three-bedroom homes and eight four-bedroom homes. A copy of the proposed site layout can be seen in **Appendix C**.

2.4 Stonebond gained an interest in the site in August 2023. Stonebond were provided with water bills by the vendor at this time and further correspondence in August 2023 (see email chain at **Appendix D**). The serial number for the meter reading on the bills did not correspond with that in the photo sent by email, contained at **Appendix D**.

2.5 The water bills received from the vendor (**Appendix E**) corresponded to the meter reference number 9134641. Following the email in August 2023, and through further due diligence on site, it was discovered that the meter reference number 9134641 served the existing dwellings (Millfields Farm Cottage and the Coach House, within the blue line boundary) and the meter reference number 02M224449 served the farm buildings (within the red line boundary), for which there were no bills.

2.6 Given no data was available for meter number 02M224449, Stonebond explored potential offsetting options which are set out within this report whilst data was collected by the vendor for the meter. The vendor provided Stonebond with photographic evidence of the usage of this meter from August 2023 to April 2024 prior to submission (**Appendix F**).

2.7 The site is currently an active farm. It has been used as a dog training centre and also supports private equine livery. An area of the farm is also used for vehicle maintenance for vehicles associated with the farm.

3.0 Baseline Usage

3.1 The existing site consists of multiple agricultural buildings and barns along with open fields, and therefore has an existing water usage. This will be taken as the baseline water usage through the water neutrality calculations.

3.2 Adjacent to the site are two dwellings under the applicant's control which are available to contribute to the offsetting, if required, as set out in section 6. Water bills have been provided by the existing landowner for those dwellings.

3.3 Meter readings are available for the existing development (Meter No. 02M224449) and can be found in **Appendix F.** The meter readings show that the average water usage of the existing farm is 5,365.46 litres per day, see **Appendix G**.

3.4 The existing farm and its associated water use will be removed; therefore the redevelopment will reduce the existing sites water use by 5,365.46 litres per day in mains water consumption within the SNWSZ. The stated reduction can be offset against the future water demand of the proposed development.

4.0 Additional Demand

4.1 The proposal for the site is for 43 homes, consisting of four one-bedroom homes, 15 two-bedroom homes, 16 three-bedroom homes and eight four-bedroom homes.

4.2 The occupancy levels for the development have been drawn from 2011 local census data (as recommended by HDC in their water neutrality methodology guidance) and this is summarised in Table 4.1 below.

One-bedroom	Two-bedroom	Three-bedroom	Four-bedroom
1.32	1.88	2.47	2.86

Table 4.1 – Average district occupancy levels per dwelling size

4.3 Using the above census data and the stated housing mix, the population of the proposed development is estimated to be 95.88 persons.

4.4 Building Regulations Part G sets out that *'Reasonable provision must be made by the installation of fittings and fixed appliances that use water efficiently for the prevention of undue consumption of water'.* Part G of the current Building Regulations recommends that all developments achieve a 'water efficient' consumption of 125 litres per person per day. However, where necessary, there is an optional requirement that water efficiency should not exceed 110 litres per person per day.

4.5 Using the Building Regulations water consumption figure of 110 litres per person per day and population size of 95.88 it is estimated that the total water demand per day for the proposed development would be 10,546.8 litres per day.

4.6 Therefore, after redevelopment of the site, there would be an increased mains water demand of 5,181.34 litres per day.

5.0 Water Reduction Measures

5.1 The HDC Local Plan Regulation 19 lists the emerging plans and policies concerning new developments. Within this it states that sites within the SNWSZ should adopt a water efficiency target of 85 litres of mains supplied water per person per day.

5.2 Therefore, to further minimise the demand on the mains water, it is proposed that the new dwellings will achieve a water efficiency of less than 85 litres per person per day of water, which will be in accordance with

the emerging policies contained within the HDC Local Plan Regulation 19. This will be achieved through the use of water efficient fixtures and fittings.

5.3 A water calculation in accordance with Buildings Regulations Part G has been carried out and confirms that the proposed development will achieve a water consumption of 84.45 litres per person per day, which includes an allowance of five litres per person per day for external water usage. A copy of the Part G calculation can be found in **Appendix H** and is summarised in Table 5.1, below:

	Capacity/ Flow Rate	Units	Total Water Usage (l/p/day)
WC (full flush)	4	litres	5.84
WC (part flush)	2	litres	5.92
Taps (Excluding Kitchen)	2.7	litres/second	5.85
Bath	130	litres	14.30
Shower	6	litres/second	26.22
Kitchen Taps	4	litres/second	12.12
Washing Machine	6.43	litres/kg	13.50
Dishwasher	0.99	litres/place setting	3.56
		Total	87.31
		Normalisation Factor	0.91
		Total	79.45
		External Water Use	5
		Total	84.45

Table 5.1 – Proposed Water Usage

5.4 Using the Part G water consumption figure of 84.45 litres per person per day and a population size of 95.88 it is estimated that the water usage per day for the proposed development can be reduced to 8,097.53 litres per day.

5.5 Therefore, following the construction of the proposed development the additional water demand will be reduced to 2,732.07 litres per day.

Rainwater Harvesting Systems

5.6 To help mitigate the increase in water demand it is proposed to incorporate rainwater harvesting into the proposed development.

5.7 The water collected by the rainwater harvesting system will be utilised for flushing toilets and the washing machine, while all other uses will be mains water fed.

5.8 The table on the next page sets out the water uses, as detailed in the Part G calculation and shows the split between the mains water usage and water supplied by the rainwater harvesting system:

	Total Water Usage (l/p/day)	Mains Water Usage (l/p/day)	RWH System Usage (l/p/day)
WC (full flush)	5.84		5.84
WC (part flush)	5.92		5.92
Taps (Excluding Kitchen)	5.85	5.85	
Shower	26.22	26.22	
Bath	14.30	14.30	
Kitchen Taps	12.12	12.12	
Washing Machine	13.50		13.50
Dishwasher	3.56	3.56	
Total	87.31	62.99	25.26
Normalisation Factor	0.91	0.91	0.91
Total	79.45	57.32	22.99
External Water Use	5		5
Total	84.45	56.47	27.99

Table 5.2: Water Usage

5.9 The above table confirms that 27.99 litres per person per day will be supplied by rainwater harvesting systems, which equates to 2,683.62 litres per day, based on a population of 95.88.

5.10 The rainwater harvesting tank for the proposed dwelling has been sized using the calculation set out in BS EN 16941-1:2018 and will be large enough to store 9.6% of the Annual Water Demand. This will ensure that the tanks will provide at least 35 days of storage for periods of drought, as required by HDC.

5.11 The proposed buildings will have a clay tile roof and therefore a yield coefficient of 0.8 has been used in the calculations.

5.12 The calculations confirm that the yield is sufficient to meet the demand. Calculations use the annual rainfall data from the nearest MET Office climate station to the proposed site, which is Charlwood. The calculation is summarised in Table 5.3 below and can be found in full in **Appendix I.**

Unit	Number of persons	Roof Area	9.6% Annual Rainwater Yield (litres)	9.6% Annual Water Demand (litres)	Tank Size (litres)
A1.2	1.32	37.00	2,132.11	1,294.62	1,800
P2.2	1.88	47.00	2,708.36	1,843.85	2,600
P3.1	2.47	57.53	3,315.15	2,422.50	2,600
P3.12	2.47	55.50	3,198.17	2,422.50	2,600
P4.1.2	2.86	52.41	3,020.11	2,805.00	3,400
P4.13	2.86	75.47	4,348.93	2,805.00	3,400

Table 5.3 – Rainwater Harvesting Sizing Calculation

5.13 A typical layout and specification for a rainwater harvesting system is shown in **Appendix J.** The illustration shows how the rainwater will be collected, filtered and then returned to the property for re-use.

5.14 The rainwater harvesting systems will be managed and maintained in accordance with the attached Management and Maintenance Plan, included in **Appendix K.**

5.15 Following the incorporation of the rainwater harvesting system, the mains water usage for the proposed dwellings will be reduced to 5,413.91 litres per day.

5.16 Therefore, after redevelopment 48.45 litres per day requires offsetting for the proposed development to be considered having achieved water neutrality.

6.0 Offsetting Measures

6.1 To ensure the development can demonstrate water neutrality in accordance with the NE Position Statement 48.45 litres per day will need to be offset. This will be offset against two adjacent dwellings within the applicant's control (Millfields Farm Cottage and the Coach House), within the blue boundary of the site and therefore in the applicant's control.

Onsite Offsetting

6.2 The client is proposing to offset the water deficit by incorporating water efficient fixtures and fittings into the two existing dwellings. Millfield Farm Cottage is a five-bedroom dwelling with a current population of three and the Coach House is a two-bedroom dwelling with a current population of three. This gives a total population of six.

6.3 Meter readings are available for both properties, and these can be seen in **Appendix F**. The meter readings cover the period from 19th December 2018 to 11th September 2023. The meter readings show that the water usage for both properties is 730.11 litres per day, which equates to around 121.69 litres per person per day with a total population of six. A copy of the calculations can be seen in **Appendix L**.

6.4 Both properties will be remaining, and it is proposed to retrofit water efficient fixtures and fittings to them.

6.5 A water calculation in accordance with Building Regulation Part G has been carried out and this confirms that the water use can be reduced to 84.45 litres per person per day, which includes an allowance of 5 litres per person per day for external water usage. A copy of the Part G calculations can be found in **Appendix M** and is summarised in Table 6.1, below.

	Capacity/ Flow Rate	Units	Total Water Usage (l/p/day)
WC (full flush)	4	litres	5.84
WC (part flush)	2	litres	5.92
Taps (Excluding Kitchen)	2.7	litres/second	5.85
Bath	130	litres	14.30
Shower	6	litres/second	26.22
Kitchen Taps	4	litres/second	12.12
Washing Machine	6.43	litres/kg	13.50
Dishwasher	0.99	litres/place setting	3.56
		Total	87.31
		Normalisation Factor	0.91
		Total	79.45
		External Water Use	5
		Total	84.45

Table 6.1 – Proposed Water Usage

6.6 Using the Part G water consumption figure of 84.45 litres per person per day and a total population of six, it is estimated that the total water usage will reduce to 506.73 litres per day.

6.7 The properties baseline water usage was 730.11 litres per day, following the incorporation of the above measures the water usage will reduce to 506.73 litres per day. This will provide 223.38 litres per day spare capacity for the proposed development.

6.8 Following the incorporation of water efficient fixtures and fittings to Millfield Farm Cottage and the Coach House, there will be 223.38 litres per day spare capacity for the proposed development. Since 48.45 litres per day is needed, this will make the development achieve water neutrality and provide a buffer of 174.93 litres per day.

Alternative Offsetting Measures Considered

6.9 Due to the lack of available data on meter number 02M224449, further due diligence was undertaken by Stonebond between August 2023 and April 2024 on alternative options to provide an offsetting solution, if required. Two options were explored including:

- Onsite boreholes; and
- Offsetting against Registered Provider housing stock, whereby properties would be retrofitted with a Cenergist Control Flow HL2024 device.

Borehole Solution

6.10 Stonebond has explored the feasibility of onsite boreholes. A borehole prognosis report was commissioned and provided by Nicholls Boreholes (**Appendix N**) and concludes that:

- A borehole, drilled into the productive (water bearing) limestone and sandstone units within the Weald Clay Formation to a depth of approximately 80mbgl should be sufficient to provide a water supply of up to 30m^3/d (30,000 l/d).
- The available data suggests a rest water level might (RWL) be observed at a depth of 80 – 70mAOD or 33 - 43mbgl.
- The water quality is expected to be suitable for a potable water supply.

6.11 Further correspondence with Nicholls confirmed Stonebond could proceed with an under 20m^3 / 20,000 litre licence, on the basis of 124L per person, per day, at full occupancy (see correspondence at **Appendix O**). Two boreholes could be provided for a duty/standby approach to allow there to be a backup in place should a pump or other instrument in one of the boreholes fail. Therefore, this solution would be able to demonstrate water neutrality given 20,000 l/d well exceeds the 5,413.91l/d required to offset the proposed development.

Housing Stock Offsetting

6.12 The Cenergist Control Flow device is a pressure independent flow controller that can be set at a particular flow rate to reduce the household water consumption.

6.13 The trial scheme ran by Crawley Borough Council (CBC) comprised of 100 council owned residential properties, which were retrofitted with the Cenergist flow control device. Meter readings were taken at the start and end of the pilot scheme, which covered a four-month period from the 24th of May 2022 to the 22nd August 2022. The occupancy levels of each household were also recorded to enable an average per capita consumption to be calculated. A report produced by CBC and Cenergist, 'Water Off-set Retrofit Strategy Monitoring Report' found that although the district average is considered to be 135 litres per person per day, the study found that the water use for the tenants was closer to 130 litres per person per day. The report found that on average 75 litres per day were saved for every property fitted with the flow-regulator, or 30 litres per person per day. The report also recommends including a precautionary buffer of 10% and therefore the adjusted water savings per property is 67 litres per day, or per person it is 27 litres per day.

6.14 Therefore, for this development, at least 81 properties would be required to offset the proposed development. Stonebond has engaged with several Registered Providers to discuss this option and have identified two different providers, one of whom has 400+ units in Horsham in addition to 400+ units in Crawley, both within

the Sussex North Water Resource Zone. Therefore, this solution would be able to demonstrate water neutrality.

7.0 Summary and Conclusions

7.1 This Technical Note sets out the water usage strategy for the proposed development at Millfields Farm, Rusper.

7.2 The proposal is to incorporate water efficient fixtures and fittings and rainwater harvesting systems to the proposed dwellings to minimise the mains water demand of the proposed development.

7.3 Following the incorporation of the measures identified above, the increase in water demand will be offset against two existing dwellings, Millfield Farm Cottage and the Coach House, adjacent to the site.

7.4 This strategy will minimise the impact of the new development on the Sussex North Supply Zone. The Water Usage Strategy confirms the proposal will be water neutral once complete and therefore satisfying Natural England's requirements.

7.5 Although two alternative offsetting measures have also been investigated and both options would be sufficient to fully offset the proposed development, with the adoption of water efficient fixtures and fittings and rainwater harvesting systems, these are not required.

Appendix A

Natural England's Position Statement

Natural England's Position Statement for Applications within the Sussex North Water Supply Zone

September 2021 – Interim Approach

Please take the following as Natural England's substantive advice for all applications which fall within Sussex North's Water Supply Zone.

Sussex North Water Supply Zone

Arun Valley SPA, SAC and Ramsar Site- Sussex North Water Supply Zone

The Sussex North Water Supply Zone includes supplies from a groundwater abstraction which cannot, with certainty, conclude no adverse effect on the integrity of;

- Arun Valley Special Area Conservation (SAC)
- Arun Valley Special Protection Area (SPA)
- Arun Valley Ramsar Site.

As it cannot be concluded that the existing abstraction within Sussex North Water Supply Zone is not having an impact on the Arun Valley site, we advise that developments within this zone must not add to this impact. This is required by recent caselaw, Case C-323/17 People over wind and Sweetman. Ruling of CJEU (often referred to as sweetman II) and Coöperatie Mobilisation for the Environment and Vereniging Leefmilieu Case C-293/17 (often referred to as the Dutch Nitrogen cases).

Between them these cases require Plans and Projects affecting sites where an existing adverse effect is known (i.e. the site is failing its conservation objectives), to demonstrate certainty that they will not contribute further to the existing adverse effect or go through to the latter stages of the Regulations (no alternatives IROPI etc).

Developments within Sussex North must therefore must not add to this impact and one way of achieving this is to demonstrate water neutrality.

In addition, the Gatwick Sub regional Water Cycle Study concluded that water neutrality is required for Sussex North to enable sufficient water to be available to the region.

The definition of water neutrality is the use of water in the supply area before the development is the same or lower after the development is in place.

Strategic approach

Natural England has advised that this matter should be resolved in partnership through Local Plans across the affected authorities, where policy and assessment can be agreed and secured to ensure water use is offset for all new developments within Sussex North. To achieve this Natural England is working in partnership with all the relevant authorities to secure water neutrality collectively through a water neutrality strategy.

Whilst the strategy is evolving, Natural England advises that decisions on planning applications should await its completion. However, if there are applications which a planning authority deems critical to proceed in the absence of the strategy, then Natural England advises that any application needs to demonstrate water neutrality. We have provided the following agreed interim approach for demonstrating water neutrality;

Minimising water use of new builds.

- Complete a water budget (based on occupancy)
- All new builds to demonstrate that they can achieve strict water targets (e.g., 85L/pp/day*)

  This can be achieved by measures such as:

- Grey water recycling (advantage of being reliable in hot dry weather);
- Rainwater harvesting;
- Water efficient fixings (such as shower aerators) to demonstrably reduce demand-this would need to be suitably certain.

In addition, water offsetting is required

- One way to achieve this is retrofitting of council owned properties/commercial buildings-located within Sussex North. Examples include:

- Grey water recycling- (for example there are clear opportunities for commercial properties).
- Rainwater harvesting of commercial settings;
- Installation of water reduction fittings in Council-owned buildings.

These measures need to be implemented until such time as a more sustainable water supply has been secured.

It will also need to be ensured that measures are not already proposed (for example in Southern Water's Management Plan) to avoid double-counting.

Any mitigation must be suitably certain in order to comply with the Habitats Regulations and Caselaw.

If the application cannot demonstrate, through an appropriate assessment, the required water neutrality, we advise that it is either revised to achieve this in line with the above or awaits completion of the strategic approach.

The securing of water neutrality is a matter which needs to be resolved at a strategic level and Natural England is working with the relevant authorities and the water company to achieve this. In light of this, Natural England will not be engaging with individual planning applications whilst the strategy is evolving.

***This this is the reasonably achievable figure with the above measures based on the early data from the strategic solution and may be subject to change as the strategic solution evolves.**

Appendix B

Sussex North Water Supply Zone Map



Horsham District Council

Parkside, Chart Way, Horsham
West Sussex RH12 1RL.
Barbara Childs : Director of Place

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Sussex North Water Resource Zone

Chichester Horsham Crawley

Reference No :		Date : 23 November 2021	Scale : 1:3,000 at A2
Drawing No:	Drawn :	Checked :	Revisions :

Appendix C

Proposed Site Plans



CDM 2015 Health & Safety Information

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

Rev	Date	Revision Details	Dr	Ch
B	08.12.23	Boundary altered to solicitor advice	SLG	AK
A	12.10.23	Detail added to adjoining consented schemes	SLG	AK

London: 76 Great Suffolk Street, London, SE1 0BL
T 0207 928 2773 E london@ecearchitecture.com
Sussex: 64 - 68 Brighton Road, Worthing, West Sussex, BN11 2EN
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Westworks, Beacon Tower, Colston Street, Bristol, BS1 4XE
T 0117 214 1101 E bristol@ecewestworks.com
ECE Architecture
www.ecearchitecture.com

Client's Name
Stonebond

Job Title
Land at Millfields Farm,
Rusper, West Sussex

Drawing Title
Site Location Plan

Scale
1:1250 @ A1 / 1:2500 @ A3

metres 20 40 60 80 100 120

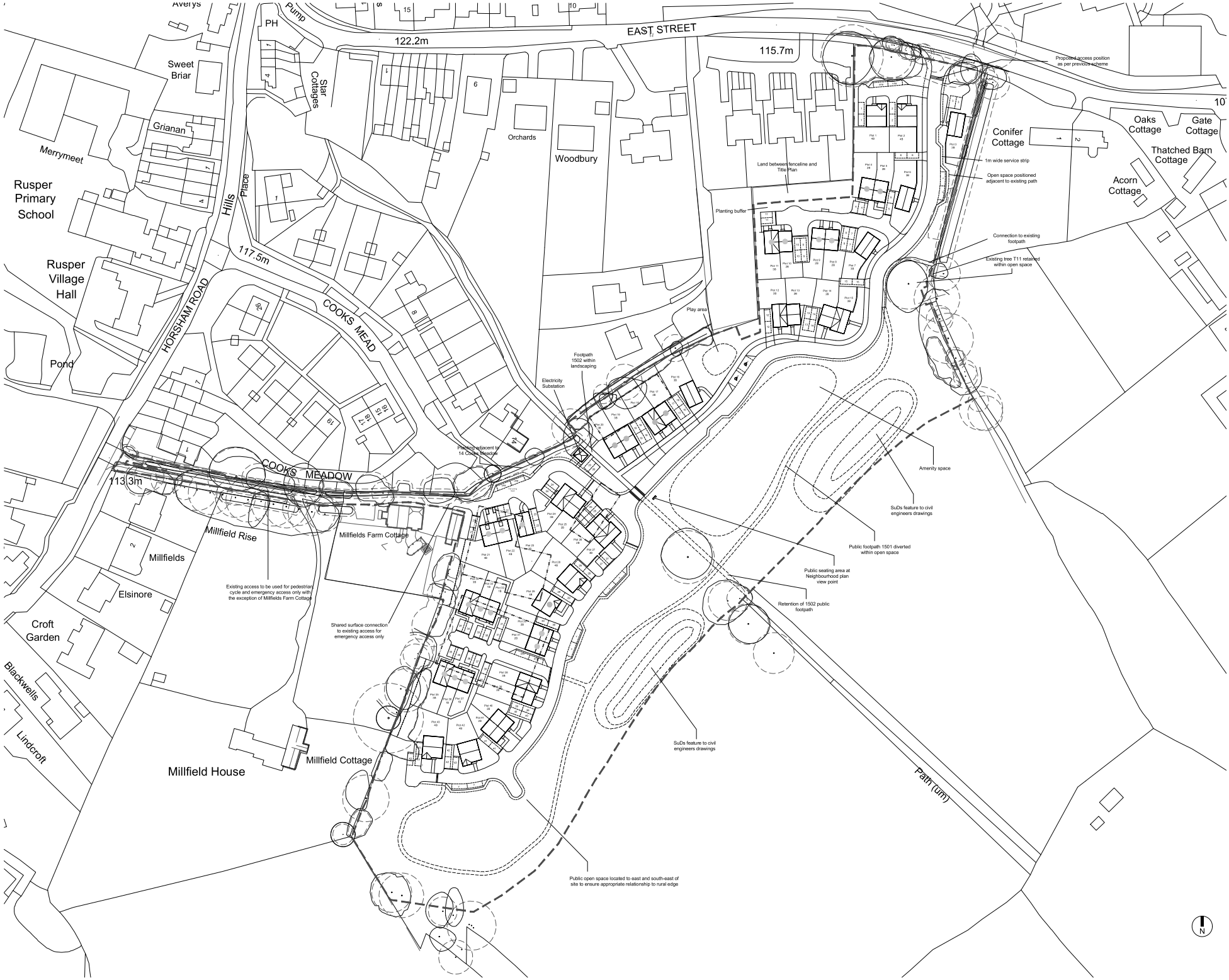
Drawn	Checked	Date
HW	SLG	05.10.23

Job No	Drawing No	Rev
7288	SK13	B

Status
PRELIMINARY

CAD Plot date: 15/02/2024 - 14:14:41 7288 site.dwg

© ECE Architecture Limited. No dimensions to be scaled from drawing except for the purposes of Planning Applications. The contractor should check all dimensions on site. It is the contractors responsibility to ensure compliance with Building Regulations.



CDM 2015 Health & Safety Information

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

Accommodation Schedule

Open Market Provision [21 dwellings - 48.8%]
- 7no. 2-Bedroom Houses
- 9no. 3-Bedroom Houses
- 5no. 4-Bedroom Houses

Affordable Provision [22 dwellings - 51.2%]

Affordable Rent [15 dwellings - 68.2%]
- 4no. 1-Bedroom Houses
- 5no. 2-Bedroom Houses
- 4no. 3-Bedroom Houses
- 2no. 4-Bedroom Houses

Shared Ownership [7 dwellings - 31.8%]
- 3no. 2-Bedroom Houses
- 3no. 3-Bedroom Houses
- 1no. 4-Bedroom Houses

Total: 43 Dwellings

Car Parking
- 1.5 car space per 1 bed dwelling
- 2 car spaces per 2 & 3 bedroom dwellings
- 3 car spaces per 4 bed dwelling
- 10 visitor car spaces including 2no. disabled car parking spaces

Key
- Affordable Rent
- Shared Ownership
- Existing Building Footprints
- Existing Trees and Hedges Retained
- Electric Vehicle Charging Point

N

Rev	Date	Revision Details	Dr	Ch
P1	23.02.24		SLG	AK

London: 76 Great Suffolk Street, London, SE1 0BL
T 0207 928 2773 E london@ecearchitecture.com
Sussex: 64 - 66 Brighton Road, Worthing, West Sussex, BN11 2EN
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Woolworths, Beacon Tower, Colston Street, Bristol, BS1 4XE
T 0117 214 1901 E bristol@ecearchitecture.com
ECE Architecture
www.ecearchitecture.com

Client's Name: Stonebond

Job Title: Land at Millfields Farm, Rusper, West Sussex

Drawing Title: Proposed Site Layout

Scale: 1:500 @ A0 / 1:1000 @ A2

metres 10 20 30 40 50

Drawn	Checked	Date
SLG	AK	09.02.24

Job No	Drawing No	Rev
7288	PL-04	P1

Status: APPROVAL

CAD Plot date: 23/02/2024 - 09:29:35 7288 site layout.dwg

Appendix D

Correspondence with Vendor

Emma [redacted]

Subject: FW: Rusper - Water Meters

From: Joe [redacted]
Sent: Thursday, August 17, 2023 12:52 PM
To: Emma [redacted]
Subject: Fw: Rusper - Water Meters

See below Emma.

Joe.

Stonebond

[redacted]
T: [redacted] | www.stonebondproperties.com

Stonebond Properties (Guildford) Limited
1 Bishops Wharf, Walnut Tree Close, Guildford, Surrey, GU1 4UP

This email is sent for and on behalf of Stonebond Properties (Guildford) Limited registered in England and Wales (registered number 13544912) whose registered office is at Stonebond House, 132 – 136 New London Road, Chelmsford, Essex CM2 0RG.

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From: James [redacted]
Sent: 17 August 2023 12:49
To: Joe [redacted]
Cc: Jamie [redacted]
Subject: FW: Rusper - Water Meters

***** [EXTERNAL] This message comes from an external source. Exercise caution when opening attachments, clicking links, or following request instructions especially from unknown senders. *****

Hi Joe,

Anna has sent me the below.

Thanks

James

James [redacted]
Associate
Development

Savills, 244 - 246, High Street, Guildford, GU1 3JF
Tel : [redacted]
Mobile : [redacted]
Email : [redacted]
Website : www.savills.co.uk

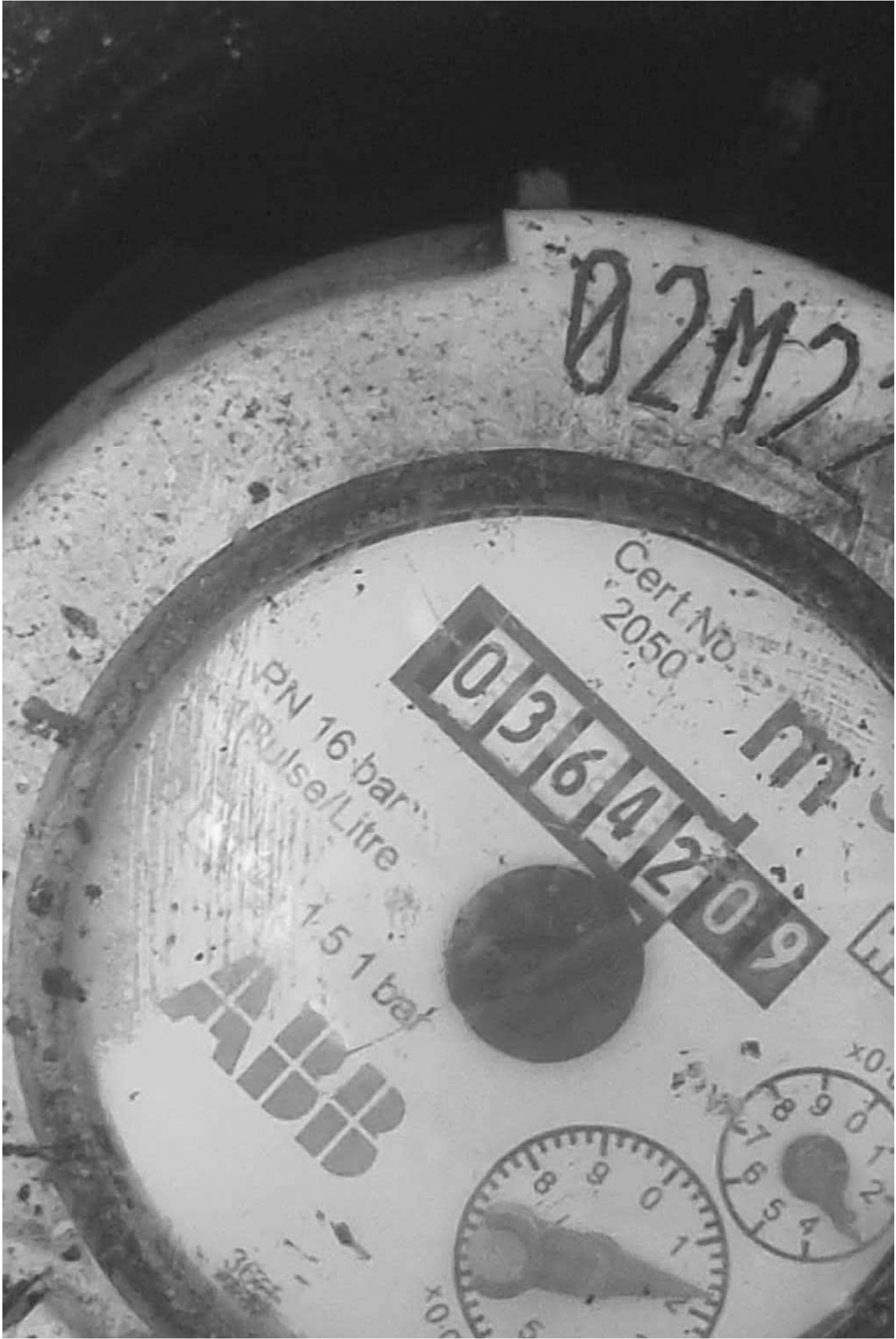


From: Anna [redacted]
Sent: Wednesday, August 16, 2023 5:11 PM

To: James[redacted]
Subject: Fwd: Rusper - Water Meters

EXTERNAL EMAIL: Be cautious when opening attachments or clicking links

Dear James,
Please find attached a water meter reading of Millfields Farm as of last week:


02M2
Cert No.
2050
0364209
PN 16 bar
Pulse/Litre
1 5 1 bar

Best,
Anna

Anna [redacted]

Appendix E

Meter Readings
(Millfields Farm Cottage and the Coach House)

Southern Water

Need to get in touch?
go to

southernwater.co.uk
0330 303 0277

Weekdays - 8am to 7pm, Saturday - 8.30am to 2pm

[redacted]

Your customer number
[redacted]

Invoice number
[redacted]

Payment reference
[redacted]

Date 24 Sep 2019

Your final metered bill for 06 April 2019 to 20 September 2019

This is a summary of your bill for water supplied to:
HOUSE RUSPER RH12 4PR

What you've been charged for From 06 April 2019 to 20 September 2019	[redacted]
VAT at 20.0%	[redacted]
Total for this invoice	[redacted]
Amount to pay now	[redacted]

Please see your account summary for a full account breakdown

[redacted]

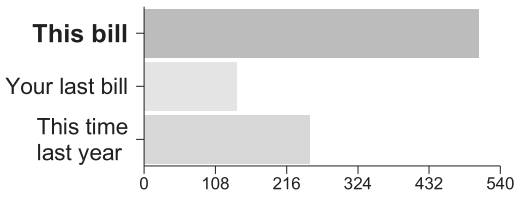
Your prompt payment is appreciated

Please let us know if you will be paying our bills at another property.

Payment due by 09 October 2019

Your water use

Over the last six months your business used on average **506** **litres** a day



Why is my bill higher than usual?

There can be a number of reasons why you may have used more water than usual, including the following:

- Are more people living in your home?
- Have you had visitors staying with you?
- Have you had problems such as a dripping tap or leaking washing machine?
- Have you carried out building work, repairs or home improvements?
- Have you used your washing machine more than usual?
- Have you regularly used a hosepipe or sprinkler?
- Have you regularly filled up a paddling pool?
- Have you installed appliances or equipment that uses a lot of water?

If these situations do not apply to you, please phone us on **0330 303 0277** so we can help you find out why your bill is higher than usual.

Your meter reading

Meter number 9134641

Latest reading

			1	1	8	0	0

Read on
20 Sep 2019

Want to give us a reading?
Please call **0330 303 0277** or go to **southernwater.co.uk/myaccount**
You'll need your customer number.

Previous reading

				3	3	0	0

Read on
5 Apr 2019

Cubic metres of water used

			8	5	.	0	0

How to read your meter

Taking a meter reading is generally easy to do.

How to read your meter

1. Lift the plastic or metal lid to your meter. You may need to use something like a screwdriver to lift the lid. Please take care when doing this.
2. If there is a polystyrene plug under the lid, remove this.
3. Your meter has a row of numbers and three dials. You only need to write down the row of black numbers.
4. Replace the polystyrene plug and close the lid. This is important so people do not trip over it.

Example



In this example, the meter reading is 11 cubic metres.

What to do if you live in a flat
If you live in a flat, please do not try and read your outside meter yourself. Instead you should phone us and we will arrange a time to read your meter.

Your meter is currently scheduled to be next read by 31.10.2019

How we worked out your bill

Metered water charges

Period	Cubic metres of water used	Cost for one cubic metre	Cost of water	Standing charge	Total
06 April 2019 to 20 September 2019	85.00	137.20p	£116.62	£10.19	[redacted]

Total charges for 06 April 2019 to 20 September 2019 [redacted]

Your questions answered

We supply your water

What is a cubic metre?
One cubic metre is 1,000 litres (220 gallons) this is equivalent to approximately 500 kettles, 12 baths or 30 standard showers.

What is the standing charge?
There are certain costs that do not depend on how much water customers use. These costs include, for example, the cost of sending bills, collecting payments and dealing with enquiries. The standing charges covers these costs.

Why is VAT only charged on water?
This is a HM Revenue & Customs requirement and the liability to pay VAT on water supply charges depends on the customer's main business activity. Therefore these charges do not relate to the type of premises that you occupy.

from Southern Water

Visit our website for live chat or to log into your account
southernwater.co.uk/help

0330 303 0277
Weekdays - 8am to 6pm

[redacted]

Your customer number [redacted]

Your payment reference [redacted]

Invoice number [redacted]

Dear [redacted]

Here's your latest bill based on the meter reading you provided us with, taken on 11 September 2023. You currently pay by cash – see page two for your payment options.

Meter reading

Water used in cubic metres

157 m³

One cubic metre = 1,000 litres
This is equivalent to: 11 baths, 31 (4 min) showers or 166 toilet flushes

Meter number: 9134641

Latest reading: 11 Sep 2023

1278.90

Previous reading: 25 Nov 2022

1122.00

Your next meter reading is scheduled to take place by 31 Oct 2023

Previous bill's usage
57.00 m³

Charges

£273.82

Bill date
12 Sep 2023

Billing period
From: 25 November 2022
To: 11 September 2023

Bill type
Metered - Cash

Previous bill's charges
£0.00

Future payments

Total payment of

£273.82

Payment due by
28 September 2023

To pay your bill
See how to pay on p. 2

Struggling to pay? See p. 3

Water

Period: 25 November 2022 to 31 March 2023

Variable Rate	£1.550	x 68.40m³	=	£106.02
Standing Charge			=	£6.54

Period: 01 April 2023 to 11 September 2023

Variable Rate	£1.716	x 88.50m³	=	£151.87
Standing Charge			=	£9.39
Total Water				**£273.82**

Wastewater

Thames Water takes away your wastewater. Its customer service number is **0800 980 8800**. You'll receive a separate bill from Thames Water for your wastewater.

Southern Water supplies your water.

Standing Charge:
This covers essential service costs such as sending bills, collecting payments and dealing with enquiries.

If you would like to know more about how we calculate our charges, please go to **www.southernwater.co.uk/account/how-we-calculate-your-bill**

1570 - M - Document 1 of 1 - 13092023 - 5730450 - 5730487

Appendix F

Meter Readings
(Millfields Farm)

Emma [redacted]

From: Anna [redacted]s [redacted]
25 April 2024 10:40
To: Emma [redacted]
Cc: Jamie [redacted]
Subject: Water meter readings at Millfields Farm
Attachments: Water meter readings at Millfields Farm.pdf

***** [EXTERNAL] This message comes from an external source. Exercise caution when opening attachments, clicking links, or following request instructions especially from unknown senders. *****

Dear Emma and Jamie,

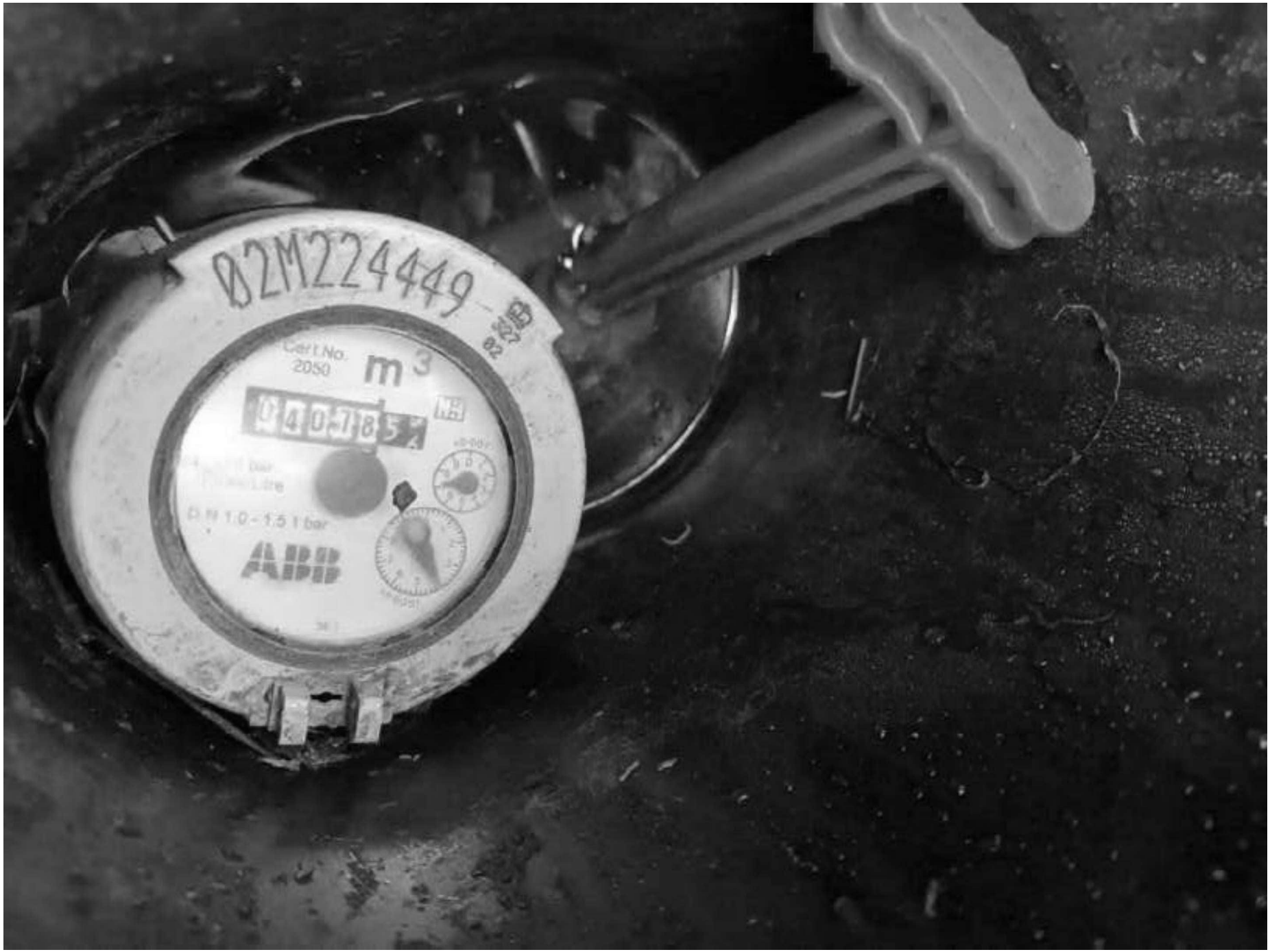
Here is the water meter data now that you are looking to submit planning, I hope this is sufficient?
Let me know anything else you need.
Best,
Anna

Attached photos for meter serial number: O2M224449

Date 27/10/23 = reading 4078
Date 15/12/23 = reading 4338
Date 6/2/24 = reading 4621
Date 5/3/24 = reading 4773
Date 12/4/24 = reading 4978

Anna [redacted]

Photos of meter serial number O2M224449, Millfields Farm



27/10/23


02M224549
Cert.No.
2050
m 3
PN 16 bar
1Pulse/Litre
DN10 - 15 1 bar
ABB

15/12/23


02M2244479
Cert No.
2050
m3
0 4 6 2 1 3
PN 16 bar
1Pulse/Litre
DN 1.0 - 1.5 1 bar
ABB

6/2/24



5/3/24

12/4/24

Appendix G

Meter Reading Calculations
(Millfields Farm)

Water Bill - Calculations

Meter Number: O2M224449

Millfield Farm, Agricultural buildings

Existing

Date	Reading	Days	Difference (m^3)	Difference (litres)	Litres per day
07/08/2023	3,642.00				
27/10/2023	4,078.00	81.00	436.00	436,000.00	5,382.72
15/12/2023	4,338.00	49.00	260.00	260,000.00	5,306.12
06/02/2024	4,621.00	53.00	283.00	283,000.00	5,339.62
05/03/2024	4,773.00	28.00	152.00	152,000.00	5,428.57
12/04/2024	4,978.00	38.00	205.00	205,000.00	5,394.74
	Total	249.00	1,336.00	1,336,000.00	**5,365.46** litres per day (average)

Appendix H

Part G Calculation: Proposed

Proposed Water Usage - Part G Calculation

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	4	1.46		5.84
WC (Dual Flush) Part	2	2.96		5.92
Taps (excluding kitchen)	2.7	1.58	1.58	5.85
Bath (where shower present)	130	0.11		14.30
Shower (where bath present)	6	4.37		26.22
Bath Only		0.5		0.00
Shower Only		5.6		0.00
Kitchen Sink	4	0.44	10.36	12.12
Washing Machine	6.43	2.1		13.50
Dishwasher	0.99	3.6		3.56
	Total calculated use (litres/person/day)			87.31
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				79.45
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				84.45

	Number of units	Census	Population	Total Mains Water Usage
Proposed 1-bedroom	4	1.32	5.28	445.92
Proposed 2-bedroom	15	1.88	28.2	2,381.63
Proposed 3-bedroom	16	2.47	39.52	3,337.65
Proposed 4-bedroom	8	2.86	22.88	1,932.33
Totals	**43**		**95.88**	**8,097.53**

Appendix I

Rainwater Harvesting Calculations

Rainwater Harvesting Calculations - Proposed Dwellings (per unit)

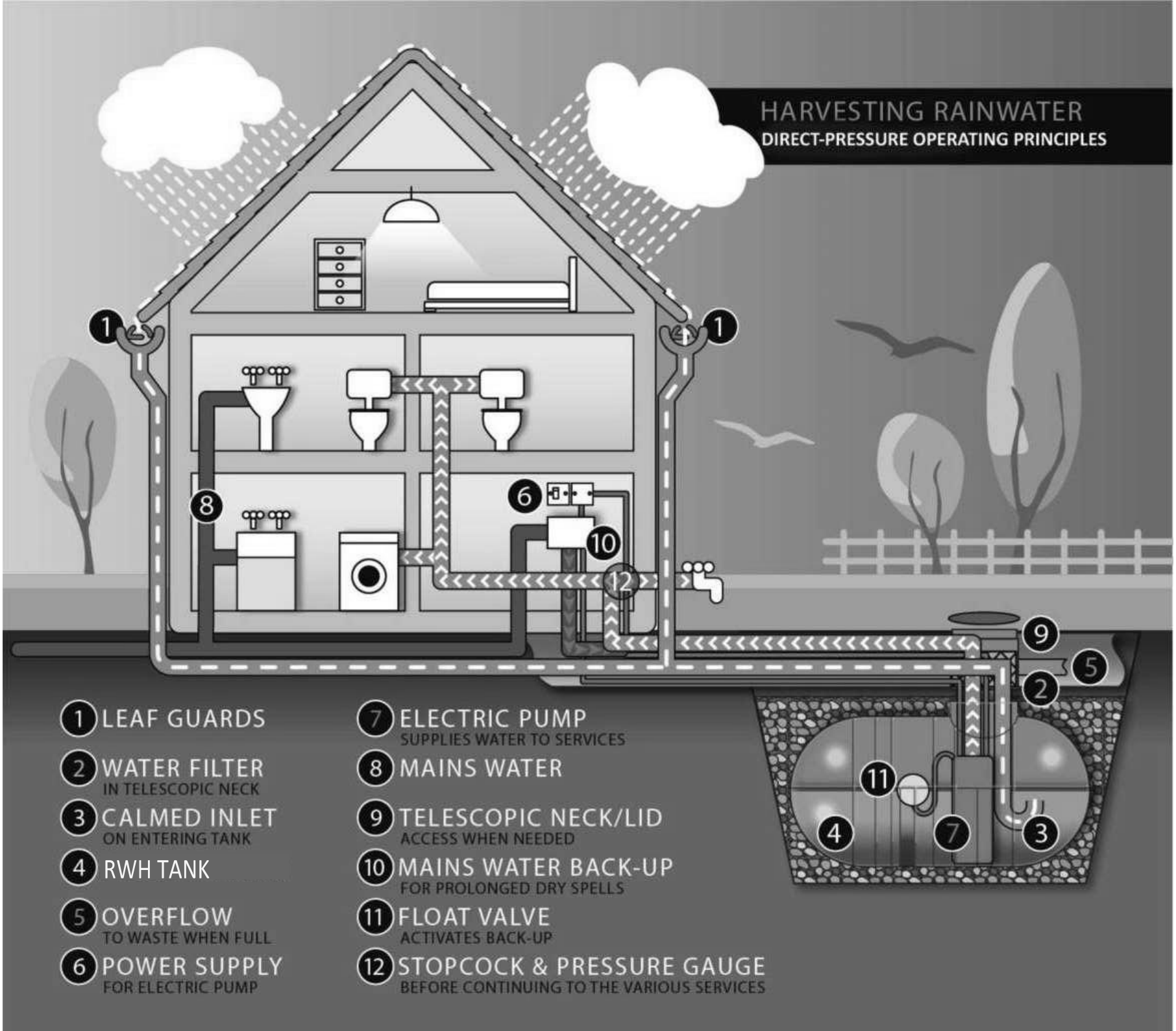
Rainwater Harvesting System (BS EN 16941-1:2018 - Intermediate Approach)

AAR	833.69	Average Annual Rainfall
e	0.8	Yield Coefficient
h	0.9	Hydraulic Filter Efficiency
P_d	27.99	Daily Requirement per Person

Unit	Type	No. Beds	No. Units	Census	Population	Roof Area (m^2)	9.6% Annual Rainwater Yield (litres)	9.6% Annual Water Demand (litres)	Tank Size (litres)
A1.2	Home	1	1	1.32	1.32	37.00	2,132.11	1,294.62	1,800
P2.2	Home	2	1	1.88	1.88	47.00	2,708.36	1,843.85	2,600
P3.1	Home	3	1	2.47	2.47	57.53	3,315.15	2,422.50	2,600
P3.12	Home	3	1	2.47	2.47	55.50	3,198.17	2,422.50	2,600
P4.1.2	Home	4	1	2.86	2.86	52.41	3,020.11	2,805.00	3,400
P4.13	Home	4	1	2.86	2.86	75.47	4,348.93	2,805.00	3,400

Appendix J

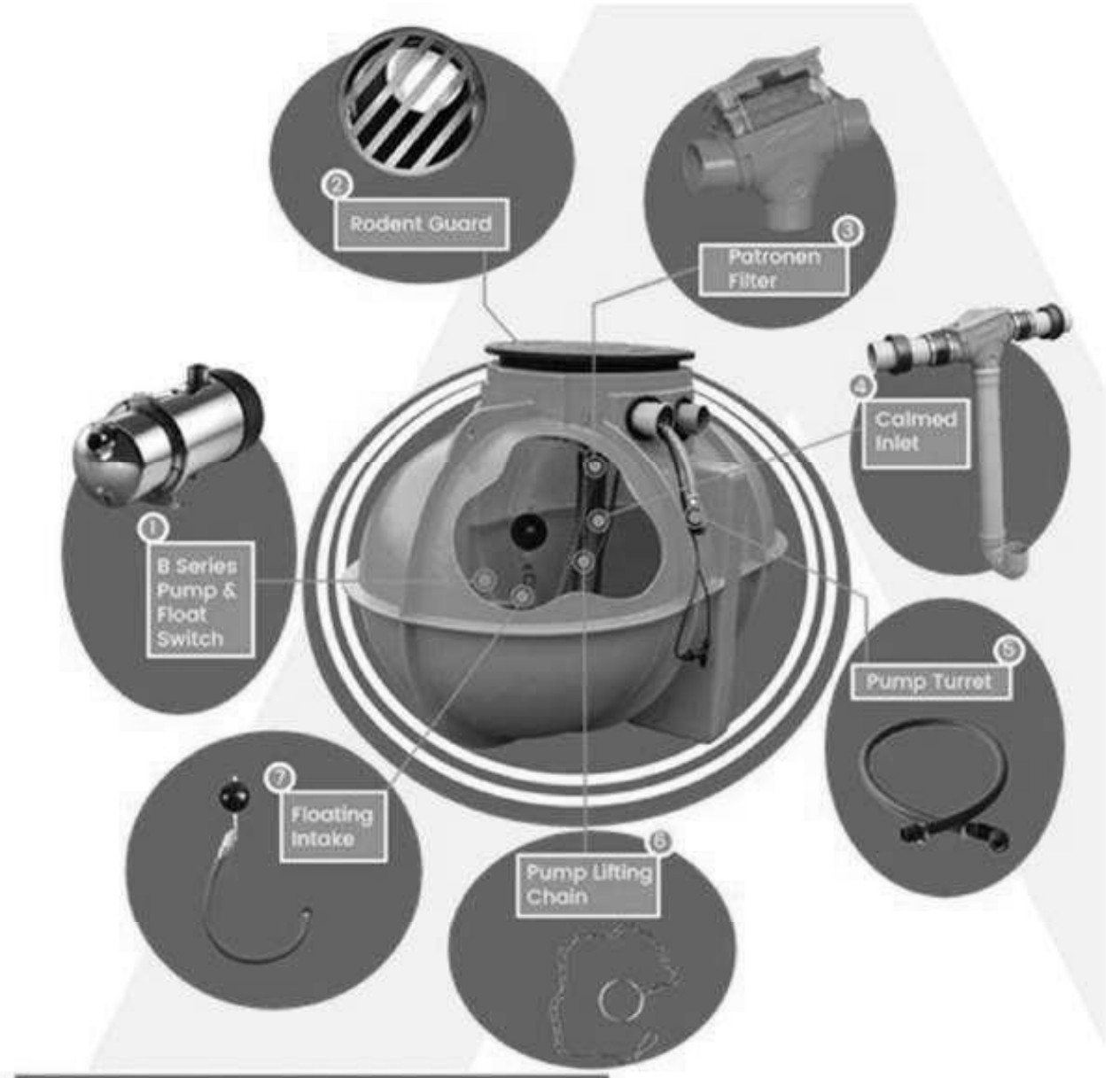
Rainwater Harvesting System


HARVESTING RAINWATER
DIRECT-PRESSURE OPERATING PRINCIPLES
1 LEAF GUARDS
2 WATER FILTER
IN TELESCOPIC NECK
3 CALMED INLET
ON ENTERING TANK
4 RWH TANK
5 OVERFLOW
TO WASTE WHEN FULL
6 POWER SUPPLY
FOR ELECTRIC PUMP
7 ELECTRIC PUMP
SUPPLIES WATER TO SERVICES
8 MAINS WATER
9 TELESCOPIC NECK/LID
ACCESS WHEN NEEDED
10 MAINS WATER BACK-UP
FOR PROLONGED DRY SPELLS
11 FLOAT VALVE
ACTIVATES BACK-UP
12 STOPCOCK & PRESSURE GAUGE
BEFORE CONTINUING TO THE VARIOUS SERVICES

SDS

Water Infrastructure Systems

DIRECT PRESSURE SYSTEM HOME & GARDEN





Inside the Household

Top Up Controller

Automatic mains water top-up Controller kit for rainwater tanks with pump isolation and alarm. The system detects when the tank contents level is running low and initiates a mains top up procedure to ensure the tank never runs out of water supply.

SDS Ltd, Clearwater House, Castlemills, Biddisham, Somerset, BS26 2RE
+44 (0)1934 751303
info@sdslimited.com

SYSTEM:

A Direct Pressure System is the most popular, cost effective and risk-free option for rainwater harvesting. It can be used for both garden and household applications, for example, it can be used in buildings with a small block of toilets, and for garden irrigation and machine washdowns. The system sends pressurised water straight from the external tank directly to the application. If the water level in the tank gets too low, the top up controller will activate a mains top up so the tank doesn't empty.

COMPONENTS

P Series pumps are stainless steel pumps with plastic coverings and are suitable for domestic water systems, rainwater harvesting, tanks, surface irrigation and tank transfer.

The rodent guard protects the internal water from rodents and large debris which could contaminate the water entering via the overflow.

The PF filter is designed with a level drop, this along with its very smooth surface structure allows excess dirt to be rinsed straight through to the overflow. The filter cartridge mesh is stainless steel within plastic housing and is self-cleaning, though regular inspection is recommended.

The calmed inlet removes the kinetic energy from the water as it enters the tank. This means that as the water enters it doesn't stir up the contents of the tank.

The turret set provides the connection between the pump and the pipework leading to the various external applications. They are made from a flexible plastic so can easily deal with the pressurised water coming from the pump.

The pump lifting chain aids in servicing the pump as it allows the pump to be easily pulled up towards the top of the tank.

A floating intake ensures that no water from either the bottom or the surface of the tank is taken in. Meaning only clean water passes through the system and is pumped into the household.

ADDITIONAL SPECIFICATIONS

- Service duct
- Delivery hose (Options available)
- Top up controller
- Tanks sold separately
- Extra overflow on tanks 5600 – 10000

POPULAR USE:

- Garden irrigation
- Cleaning the car
- Washing windows
- Power washing drive/patio
- Outside tap and hosepipe
- Flushing toilets
- Drinking water (if tank is potable)
- Washing machine





SDS Ltd, Clearwater House, Castlemills, Biddisham, Somerset, BS26 2RE
+44 (0)1934 751303
info@sdslimited.com

Appendix K

Rainwater Harvesting Management and Maintenance Plan

Millfields Farm
Rusper

Rainwater Harvesting Management and Maintenance Plan

For

Stonebond Properties (Guildford)

motion

Document Control Sheet

Millfields Farm

Rusper

Stonebond Properties (Guildford)

This document has been issued and amended as follows:

Date	Issue	Prepared by	Approved by
6th June 2024	FINAL	Laura Jagiela	Neil Jaques

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Guildford
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E info@motion.co.uk
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Contents

1.0 Introduction 1
2.0 Treatment 2
3.0 Water Quality Control 3
4.0 Continuity of Supply 4
5.0 Maintenance Categories 5
6.0 The Rainwater Harvesting System 6
7.0 General Maintenance Principles 7
8.0 Inspection and Maintenance Frequency of Components 8

1.0 Introduction

1.1 The report sets out the principles for the long-term management and maintenance of the rainwater harvesting systems at the proposed development.

1.2 The purpose of this report is to ensure that the client has a robust inspection and maintenance plan for the lifetime of the development. This will ensure the optimum operation of the rainwater harvesting systems and that they will be continually maintained. This will ensure that the proposed development will remain water neutral.

1.3 All those responsible for maintenance should follow relevant health and safety legislation for all activities listed within this report (including lone working, if relevant). Method statements and risk assessments should always be undertaken and made available, if requested.

1.4 This report has been produced by Motion to describe the typical management and maintenance tasks that are known at the design stage (such as maintenance frequencies and typical tasks). These have been drawn from industry guidance such as BS EN 16941-1:2018, The SuDS Manual (CIRIA 753) and the manufacturer's own guidance.

1.5 Maintenance is considered as a construction activity under the CDM Regulations 2015. Under the CDM Regulations, it is a requirement that a competent person be appointed to carry out a required role. CDM defines a competent person as an individual with sufficient knowledge of the specific tasks to be undertaken, as well as sufficient experience and ability to carry out their duties in relation to the task in a way that secures health and safety on site.

1.6 In recognition of the requirements of the CDM Regulations 2015, this rainwater harvesting management and maintenance plan expects that the maintenance work will be carried out by a competent person who must have prior knowledge of the rainwater harvesting systems onsite.

2.0 Treatment

2.1 The rainwater harvesting system shall incorporate suitable treatment in accordance with BS EN 16941-1:2018, to ensure that the water quality is suitable for its intended end use.

2.2 The treatment will cover the following:

- Removal of coarse particles, upstream of the storage;
- Retention of fine particles by sedimentation and flotation in the storage tank; and
- Filtration following the storage device, depending on the intended use.

2.3 Preliminary treatment will be provided in the form of filters and separators prior to the storage tank. This will include leaf guards on gutters and a leaf filter. A first flush diverter will be included to divert particles contained in rainwater away from the tank and to a suitable drain. These measures will prevent coarse solids and organic matter from entering the storage tank.

2.4 Any fine particles will then be separated either by sedimentation by settling out to the bottom of the tank, or flotation to the water surface.

2.5 A calmed inlet will be incorporated in the tank to prevent turbation of the sediment at the bottom of the tank by the inflow of water. Removal of the sediment will be carried out in accordance with Table 5.1 below.

2.6 Removal of floating particles will occur when the tank overflows, or when it is cleaned out in accordance with Table 5.1 below.

2.7 Water will be extracted from the tank via a floating pump, which will extract water from level that is above any sediment collected at the bottom of the tank and below any floating particles. This will help maintain the quality of harvested rainwater that is to be used in the property.

2.8 Where the water is being used for laundry, it is understood that the Council require an additional level of treatment. Therefore, it is proposed that a UV filter will be incorporated in advance of the washing machine and this will kill any microorganisms, prior to it being used in the washing machine.

2.9 A schematic showing the layout of the equipment used in a rainwater harvesting system is shown in Figure B.2 of BS EN 16941-1:2018.

3.0 Water Quality Control

3.1 It is understood that the system will be considered as a private water supply and, therefore, will be governed by the Private Water Supply Regulations 2016. These are regulated by the local council's Environmental Health Officer or Pollution Control Officer. However, the regulations in England and Wales do not require monitoring to be undertaken where the water supply is to a single domestic dwelling, unless the local authority is requested to do so by the owner or occupier of the dwelling, or if they are concerned that the supply presents a potential danger to human health.

3.2 NA.1 in BS EN 16941-1:2018 states that frequent testing should not normally be required for rainwater harvesting systems to ensure the water quality. It states that observations for water quality should be made during maintenance visits and testing should be carried out where the system is not operating satisfactorily. When sampling is required a sample should be taken and carried out in accordance with the guidance set out in NA.1 and Table NA.1 sets out the guideline values for bacteriological monitoring and Table NA.2 for non-bacteriological monitoring.

3.3 The water quality will need to be maintained at a suitable level commensurate with the end use and the treated water quality will have to meet those set out in the Private Water Supply Regulations.

4.0 Continuity of Supply

4.1 To ensure that sufficient water is available for re-use, the storage tank will be sized so that it can provide 35 days of storage, which will provide sufficient supply during periods of drought.

4.2 Where drought periods extend beyond 35 days, the rainwater harvesting system will include an automatic mains backup. This will ensure that water is available at all times, even during extended periods of drought.

5.0 Maintenance Categories

5.1 There are three categories of maintenance activities referred to in this report. These are:

Inspection and Monitoring

- Inspection and monitoring tasks should be carried out frequently, nominally once a month, and should include a visual inspection of all components including all inlets and outlets.

Regular Maintenance (Monthly)

- Regular maintenance consists of basic tasks done on a frequent and predictable schedule.

Seasonal Maintenance (Quarterly)

- Seasonal maintenance comprises tasks that are likely to be required periodically, but on a much less frequent and predictable basis than the routine tasks.

Remedial Maintenance

- Remedial maintenance comprises of intermittent tasks that may be required to rectify faults associated with the system that have been identified through visual inspections. The likelihood of faults can be minimised by correct installation, regular inspection and timely maintenance.

6.0 The Rainwater Harvesting System

6.1 The proposed rainwater harvesting system will receive rainwater passing through and over several structures and will store rainwater within several items of infrastructure. These include:

- Roofs
- Gutters
- Filters;
- Pumps;
- Overflows; and
- Storage tanks.

6.2 All components should be installed in accordance with the manufacturer's instructions and to the levels/arrangements as defined on the designer's drawings.

6.3 This report should be read in conjunction with the rainwater harvesting design, so that the location and type of each item of infrastructure can be recognised and understood.

6.4 Manufacturer's instructions are to be added to this document once specific products have been selected and installed as part of the detailed design. This document will subsequently form the basis for a maintenance regime for the rainwater harvesting system.

7.0 General Maintenance Principles

7.1 All rainwater harvesting systems require regular maintenance to keep them working at optimum efficiency and capacity. The maintenance of the rainwater harvesting systems should be carried out alongside other regular maintenance tasks within the property.

7.2 Timely and adequate maintenance will increase the lifespan of the rainwater harvesting system. Inadequate maintenance will do the reverse.

7.3 The property owners are responsible for the monitoring and maintenance of the rainwater harvesting system for the lifetime of the development.

8.0 Inspection and Maintenance Frequency of Components

8.1 Table 5.1 below lists each of the components used within the development's rainwater harvesting systems. It suggests an indicative maintenance frequency for each component and ascribes typical maintenance tasks to them.

8.2 In accordance with the Drinking Water Inspectorate's Private Water Supply regulations, it is the responsibility of the homeowner to ensure that all necessary maintenance activities are carried out in a timely manner and that the design performance of each drainage component is preserved. The homeowner may appoint a competent contractor to assist with the maintenance of their rainwater harvesting system. Additionally, the Council has a role to ensure the regulations are upheld by the homeowner.

8.3 If there is any uncertainty regarding the correct and safe methods of cleaning, or what equipment should be used, the manufacturer should be consulted.

Maintenance Schedule	Required Action	Frequency
Regular Maintenance	Inspection of the tank for debris and sediment build-up	Annually
	Inspection of inlets/outlets and withdrawal devices	Annually
	Inspection of filters	Annually
	Inspection of Pumps	Annually
	Inspection of overflow areas	Annually
	Inspection of gutters	Annually
	Cleaning of tank	Annually
	Cleaning of inlets and outlets and withdrawal devices	Annually
	Cleaning of gutters and roof drain filters	Annually
	Check pump operation	Annually
Occasional Maintenance	Cleaning and/or replacement of any filters	Quarterly
Remedial Actions	Repair of overflow erosion damage or damage to tank	As required
	Pump repairs	As required

Table 5.1 – Maintenance tasks and frequencies

8.4 Upon completion of maintenance activities, a record should be kept of the work carried out. This should be retained and an annual maintenance report should be compiled, which should include the following:

- Observations resulting from inspections;
- Maintenance and operation activities undertaken during the year; and

- Recommendations for inspections and maintenance programmes for the following year.

8.5 On the next page is a table with suggested information that should be recorded and included with the maintenance plan. As mentioned in the introduction to this document, this should be a living document and regularly updated, as required and should be kept for the lifetime of the development.

Date	Component requiring maintenance	Issues prompting maintenance	Scheduled maintenance (Y/N)	Maintenance carried out	Additional works required (Y/N). If yes, please detail	Next scheduled date of inspection and maintenance

Appendix L

Meter Readings Calculations
(Millfields Farm Cottage and the Coach House)

Water Bill - Calculations Meter Number: 9134641

Millfield Farm Cottage, Horsham Road, Horsham, RH12 4PR

Millfield Farm Cottage 5-bedroom (3) + Coach House 2-bed (3)

Existing

Date	Reading	Days	Difference (m3)	Difference (litres)	Litres per day
19/12/2018	18				
05/04/2019	33	107	15	15000	140.19
20/09/2019	118	168	85	85000	505.95
25/11/2022	1122	1162	1004	1004000	864.03
11/09/2023	1278.9	290	156.9	156900	541.03
	Total	1727	1260.9	1260900	**730.11** litres per day (average)

Appendix M

Part G Calculation: Onsite Offsetting

Part G Calculation - Offsetting Water Usage

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	4	1.46		5.84
WC (Dual Flush) Part	2	2.96		5.92
Taps (excluding kitchen)	2.7	1.58	1.58	5.85
Bath (where shower present)	130	0.11		14.30
Shower (where bath present)	6	4.37		26.22
Bath Only		0.5		0.00
Shower Only		5.6		0.00
Kitchen Sink	4	0.44	10.36	12.12
Washing Machine	6.43	2.1		13.50
Dishwasher	0.99	3.6		3.56
	Total calculated use (litres/person/day)			87.31
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				79.45
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				84.45

	Population	Total Water Usage
Millfield Farm Cottage (5-bed)	3	253.36
Coach House (2-bed)	3	253.36
Totals	6	**506.73**

Appendix N

Borehole Prognosis Report

BOREHOLE PROGNOSIS REPORT

MILLFIELDS FARM, HORSHAM ROAD, RUSPER, RH12 4PU

BOREHOLE FEASIBILITY ASSESSMENT

FEBRUARY 2024

NICHOLLS
LICENSING & CONSULTING

KINGS ORCHARD, 1 QUEEN STREET, BRISTOL
BS2 0HQ

TEL: 0117 930 6200

DOCUMENT CONTROL SHEET

Project Title: Borehole Prognosis Report

Report Title: Millfields Farm, Horsham Road, Rusper, RH12 4PU

Report Reference: 62241301 / 001 / R419

Version: A

Issue Date: February 2024

Record of Issue

VERSION	STATUS	AUTHOR & DATE	CHECKED & DATE	AUTHORISED & DATE
A	FINAL	Bruce Long 05/02/2024	Zachary Krips 06/02/2024	Mark Durham 07/02/2024

Distribution

ORGANISATION	CONTACT	FORMAT	COPIES
Nicholls Licensing and Consulting	Jamie Laker	PDF (e)	1

LIMITATIONS

This report is presented to Nicholls Licensing and Consulting with respect to the Borehole Feasibility Assessment for Millfields Farm, Horsham Road, Rusper, RH12 4PU and may not be used or relied on by any other person or by the client in relation to any other matters not covered specifically by the scope of this Report.

Notwithstanding anything to the contrary contained in the report, WSP UK (WSP) is obliged to exercise reasonable skill, care and diligence in the performance of the services required by Nicholls Licensing and Consulting, and WSP shall not be liable except to the extent that it has failed to exercise reasonable skill, care and diligence, and this report shall be read and construed accordingly.

This report has been prepared by WSP. No individual is personally liable in connection with the preparation of this report. By receiving this report and acting on it, the client or any other person accepts that no individual is personally liable whether in contract, tort, for breach of statutory duty or otherwise.

WSP has used reasonable skill, care and diligence in the design and interpretation of the ground investigation, however, the inherent variability of ground conditions allows only definition of the actual conditions at the location and depths of exploratory holes and samples/tests therefrom, while at intermediate locations conditions can only be inferred.

New information, changed practices or new legislation may necessitate revised interpretation of the report after the date of its submission.

SUMMARY

A borehole prognosis has been completed, for a site located at Millfields Farm, Horsham Road, Rusper, RH12 4PU. The prognosis has concluded that:

- A borehole, drilled into the productive (water bearing) limestone and sandstone units within the Weald Clay Formation to a depth of approximately 80 mbgl should be sufficient to provide a water supply of up to 30 m^3/d.
- The available data suggests a rest water level might (RWL) be observed at a depth of 80 – 70 mAOD or 33 - 43 mbgl. However, due to the complex nature of the ground conditions, RWL will be dependent on where the productive layers are intercepted at the location of the proposed borehole.
- The water quality is expected to be suitable for potable supply, however, WSP recommends the water quality be tested before use.

PROJECT RISKS

WSP expect the water bearing layers within the Weald Clay Formation to be confined and though artesian conditions are feasible, these are not expected at the intended site.

The client should be aware that any groundwater flows within the Weald Clay Formation would primarily come from the higher permeability productive strata (limestone and sandstone lenses), as well as any fractures within weathered mudstone (if present). Due to limited storage and recharge to productive sandstone and limestone lenses within the Weald Clay Formation yields may decline over time. The intergranular flow rate of the Weald Clay Formation is expected to be minimal. Siltation issues are also prevalent in literature (Jones et al, 2000); a suitably designed sand/gravel pack will mitigate some of these siltation impacts.

The aquifers which underly the Hardham protected area (SPA, SSSI and SCA) are stratigraphically and hydrogeologically separated from the target aquifer (Weald Clay Formation) at the intended site.

Prior to drilling the following potential risks should be addressed:

- Underground services and tunnels, overhead cables;
- Avoid potential contaminant sources;
- Access and other (ecology) constraints.

GENERAL CONSIDERATIONS

The following should be considered for all borehole installations:

- If the water is to be used as a potable resource, there may be a requirement for some basic form of treatment which will need to be addressed prior to consumption. The local Environmental Health Department will be able to advise further on appropriate sampling regimes;
- It is recommended that the borehole is located as close to the intended supply as possible;
- Where possible boreholes should always be sited away from any potential source of contamination such as septic tanks (e.g. a minimum of 50 m away, in accordance with Environment Agency guidelines).
- A licence is required for abstraction rates >20 m^3/d;
- As per Section 198 of the *Water Resources Act 1991,* all abstraction boreholes drilled greater than 15mbgl must report operations and drillers' logs to the British Geological Survey.

SITE DESCRIPTION	
Location	Millfields Farm, Horsham Road, Rusper, RH12 4PU
Grid Reference	TQ 20734 36994
Easting / Northing	520734,136994
Latitude / Longitude	51.119522, -0.276336
Approx. Elevation	113 mAOD (extracted from 1:10000 OS map)
FIGURE 1: Location of the Site (marked by arrow)	 (map derived from https://explore.osmaps.com/location?lat=51.119886&lon=-0.284464, accessed February 2024)

PURPOSE OF ABSTRACTION

The client has stated that the purpose of the abstraction is for it to be used primarily for potable supply. The client has confirmed that a yield of up to 30 m^3/d is required.

SUPERFICIAL DEPOSITS – based on the British Geological Survey (BGS) England and Wales Map Sheet 302 (solid and drift) and local borehole records

Superficial Deposits	Lithological Description	Expected Thickness (m)
None	N/A	N/A

BEDROCK GEOLOGY – based on the BGS England and Wales Map Sheet 302 (solid and drift) and local borehole records			
Group	**Formation**	**Lithological Description**	**Expected Thickness (m)**
Wealden Group	Weald Clay Formation	Dark grey thinly bedded mudstone (shales) and mudstones with subordinate siltstones, fine to medium grained sandstones, including calcareous, shelly limestone and clay ironstones.	Up to 335
	Upper Tunbridge Wells Sands Formation	Predominantly fine to medium grained sandstone, siltstone and silty sand rhythms with finely bedded mudstones and thin limestones.	60 - 107
Table notes: The Weald Clay Formation has been intercepted to 76.2 m (TQ23NW4); this is not the full vertical section hence the BGS Map sheet 302 is referenced.			

NEARBY FAULTING	
Type	**Location**
Unnamed normal fault in a west – east orientation	Approx. 600 m south of intended site

HYDROGEOLOGY AND AQUIFER DESIGNATION	
Formation	**Description**
Weald Clay Formation	*Unproductive Strata* where mudstones predominate and *Secondary A Aquifer* where sandstone and/or limestone bands are present. The hydrogeology of the Weald Clay Formation is complex and not well understood due to its heterogeneity. The formation is divided into a layered sequence composed of sandstone, limestone and clay deposits leading to some potential for unconfined/leaky aquifers in the discontinuous layers. The Weald Clay Formation is essentially an impermeable, confining clay formation, although it contains thin silty sandstones and limestones which may yield small local supplies (Jones et al, 2000). Yields are expected to decrease rapidly due to the slow rate of replenishment from a lack of sufficient recharge zones.
Upper Tunbridge Wells Sands Formation	*Secondary A Aquifer*. The formation contains permeable layers capable of supporting water at a local scale. Transmissivity values range from 6.1 - 39.5 m^2/d, with a geometric mean of 19.0 m^2/d and an interquartile range of 13.8 to 35.4 m^2/d (Jones et al, 2000). Yields vary considerably and are generally less than 400 m^3/d, and often less than 100 m^3/d, although significantly higher yields have been obtained on occasion (Jones et al, 2000). It has been suggested that larger yields are generally obtained from the Lower Tunbridge Wells Sand Formation, especially the Ardingly Sandstone, rather than the Upper Tunbridge Wells Sand Formation (Dines et al, 1969). Lithology and degree of cementation have been found to show considerable variability, therefore predictions of aquifer properties are difficult. Groundwater flow within the Tunbridge Wells Sand Formation is both intergranular and through joints, well yields tend to be variable (Jones et al, 2000).

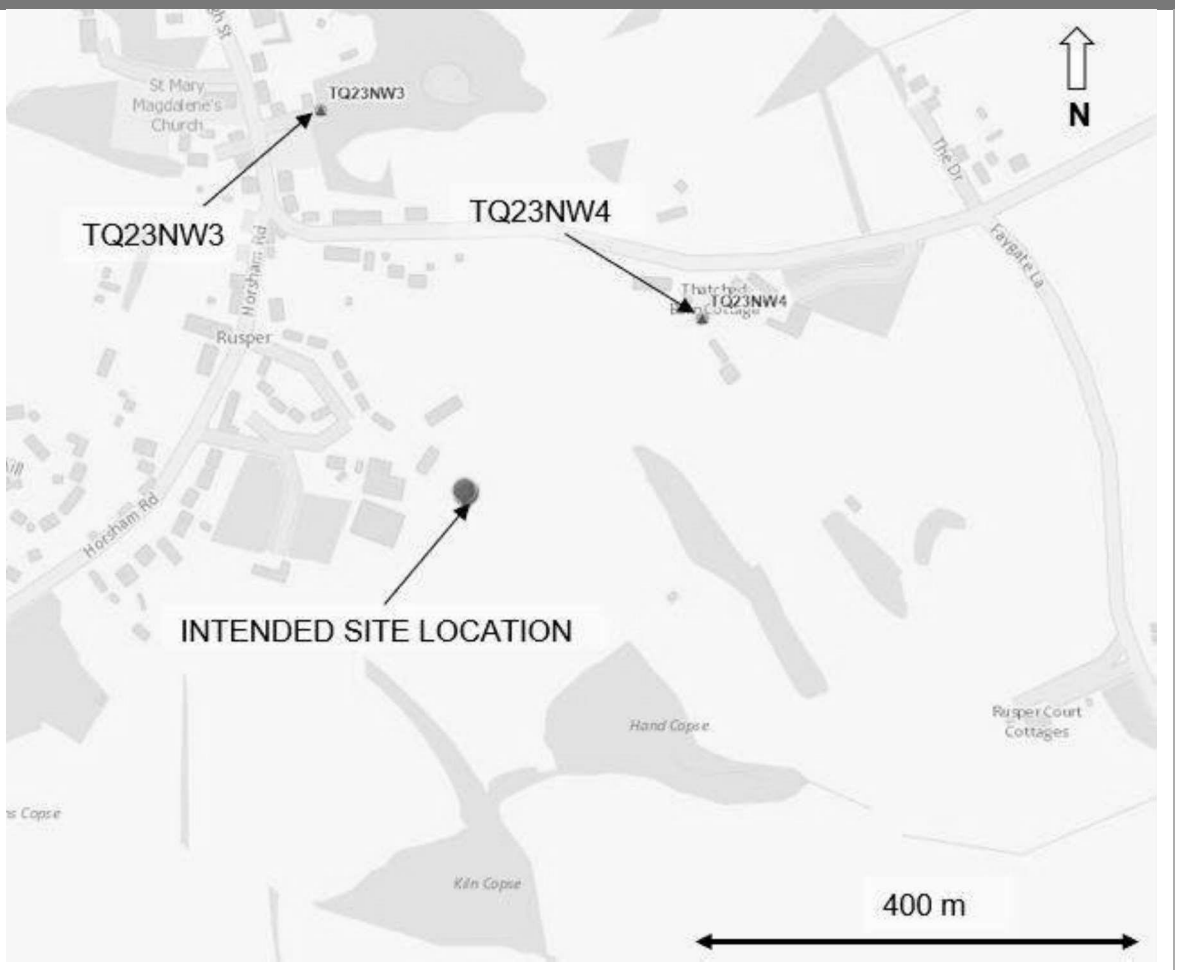
NEARBY SURFACE WATER FEATURES	
Type	**Location**
Pond	Approx. 350 m north of intended site
Spring	Approx. 270 m south-east of intended site
Pond	Approx. 300 m south of intended site
Stream	Approx. 700 m south of intended site

LOCAL BOREHOLE RECORDS DRILLED WITHIN ca 5000m (BGS GeoIndex) (Appendix A)		
Well NGR:	TQ 2061 3734	GR 2094 3716
Easting/Northing	520610, 137340	520940, 137160
Distance from Site	Approx. 0.4 km north-northwest of intended site	Approx. 0.3 km northeast of intended site
Location	**TQ23NW3 - Rasper**	**TQ23NW4 - Normans, Rusper**
Completion Date	1927	1928
Completion Depth	70.4 m	76.2 m
Site Elevation	121.9 mAOD	107.6 mAOD
Aquifer	Weald Clay Formation	Weald Clay Formation
Rest Water Level (RWL)	77.4 mAOD in 1927 (44.5 mbgl)	73.2 mAOD in 1928 (34.4 mbgl)
Pumping Test/ Groundwater Yield	58.9 m^3/d (540.0 g.p.h. test recorded on log)	54.6 m^3/d (500.0 g.p.h. recorded on log)
Comments	Suction at 65.5 mAOD (55.6 mbgl)	Suction at 58.8 mAOD (48.8 mbgl). Hardness total 1210. Water struck at 85.0 mAOD (22.6 mbgl), 88.7 mAOD (18.9 mbgl), 52.7 mAOD (54.9 mbgl), 46.6 mAOD (61.0 mbgl).

LOCAL BOREHOLE RECORDS DRILLED WITHIN ca 5000m (BGS GeoIndex) (Appendix A)

Figure 2:
Location of nearby boreholes

●	Confidential
●	0-10m
●	10-30m
●	30+m



WATER QUALITY

The intended site is not within a Nitrate Vulnerable Zone (NVZ) as specified by the Environment Agency (2017). The intended site is in an area designated as a 'unproductive groundwater vulnerability' zone; this zone is attributed to the Weald Clay Formation as inferred from geological Map Sheet 302.

Groundwater quality was sampled from the Weald Clay Formation at historic borehole TQ23NW4 located 0.3 km north of the intended site. Results found 1496.6 mg/l of total solids, 0.49 mg/l of ammonia and 246.6 mg/l of chlorine; additionally, no traces of lead, nitrogen as nitrates and albuminoid ammonia were recorded. The samples of water were also recorded to be strongly alkaline and the degree of hardness being 'very low' and quite suitable for drinking purposes. These water quality results were conducted in 1928; therefore, the results may not be representative of current conditions.

Where groundwater is to be used for potable supply, the regulations maintained by the Local Health Authority (The Private Water Supplies (England) (Amendment) Regulations 2018) will need to be met to ensure that no risk to public health is caused by the supply i.e. the water will have to be sampled and tested to ensure that it is fit for human consumption. The Nicholls Licensing and Consultancy Team will be able to advise further on appropriate sampling regimes if the abstracted groundwater is to be used for potable supply.

SOURCE PROTECTION ZONE (SPZ)

The intended site (Millfields Farm, Horsham Road, Rusper, RH12 4PU) is not located within a Groundwater SPZ. There are no Groundwater SPZs within an 8 km radius of the intended site.

CONCLUSIONS AND RECOMMENDATIONS

Based on the local borehole records, the British Geological Survey Geological Map (Map Sheet 302) and literature review, WSP would recommend drilling into the productive limestone and sandstone units of the Weald Clay Formation as a primary target for potable supply.

A rest water level (RWL) is expected at approximately 33 - 43 mbgl (80 - 70 mAOD) for the Weald Clay Formation. However, due to the complex nature of the ground conditions, RWL will be dependent on where the productive layers are intercepted at the location of the proposed borehole.

Local borehole logs indicated that a borehole which targets these strata in this location should be capable of providing a yield of up to 30 m^3/d. The table below provides a feasibility design for the proposed borehole targeting the Weald Clay Formation, based upon the findings and recommendations in this report.

Drilling should be carried out by a competent driller, who understands the nature of the work and can provide the client with a cost for drilling that includes an assessment of any associated risks that may be encountered (e.g. infrastructure, services etc.).

Borehole Construction – Feasibility Design*	
Target Formation Strata & Slotted Screen Section Depths	Weald Clay Formation 10 mbgl – 80 mbgl (103 mAOD to 33 mAOD)
Borehole Completion Details	In an ideal scenario the borehole construction should include plain casing and grout to approximately 10 mbgl. Below this depth there would be slotted screen casing targeting the productive limestone and sandstone units, with a suitable sand/gravel pack through to a depth of approximately 80 mbgl. These depths are dependent on the strata encountered as drilling progresses. The driller should be aware there is a higher chance of siltation of the well/ filter pack due to the siltier and finer units within the Weald Clay Formation. Borehole headworks should be completed in such a way that any future risk of contamination of the borehole is minimised as far as practicable. A schematic illustrating these construction details is presented in Appendix B.
* The client should be aware that the feasibility borehole design is not a substitute for a formal borehole design, which should be proposed prior to commencement of the drilling, and finalised during the construction of the borehole. WSP are happy to assist in offering the client a formal borehole design if required.	

HYDRAULIC CONNECTIVITY TO PROTECTED AREAS

Protected Area	Designation	Distance from intended site
Hardham	Several designated sites in the local area of Hardham; including but not limited to Pulborough Brooks and Waltham Brooks which are designated as a Special Protected Area (SPA), Site of Specific Scientific Interest (SSSI) and Special Conservation Area (SCA).	25 km south-west

The proposed borehole will target limestone and sandstone units within the Weald Clay Formation aquifer. Groundwater for the intended site is expected to flow from east to west (calculated from historic borehole logs).

The area of Hardham features several protected areas which are recorded as a Ground Water Dependent Terrestrial Ecosystem by the Environment Agency (2020). Geological maps indicate the designated site is underlain by the Folkestone Formation, Gault Formation and superficial deposits of alluvium, river terrace and head. The aquifers which underly Hardham are stratigraphically and hydrogeologically separated from the target aquifer (Weald Clay Formation) at the intended site.

LICENCE

The drilling and pump testing of a borehole for quantities <20 m^3/d do not require a licence. A licence is required for abstraction rates >20 m^3/d and a '*Groundwater Investigation Consent*' needs to be obtained from the Environment Agency before drilling and test pumping of such a borehole.

WSP understands that up to 30 m^3/d is required from this borehole (Millfields Farm, Horsham Road, Rusper, RH12 4PU); therefore, an abstraction licence would be required. An application for an abstraction licence would need to be submitted to and approved by the Environment Agency. Correspondingly, a preceding application to the EA for consent to drill & test will be required.

IMPORTANT

This prognosis is based on a limited range of available data, including the published historic geological map supplied by the British Geological Survey[1]. Whilst this map is generally reliable, it provides only indicative geological information based on available borehole information and field mapping.

In the preparation of this report, WSP has used professional experience and skills to provide the best estimates of thickness of the various formations, and the likely success of obtaining a satisfactory yield from the intended borehole site. It is emphasised that the yield and groundwater quality cannot be guaranteed.

The decision to proceed with the borehole rests with those parties that are responsible for the procurement and installation of the intended borehole. This report has been designed to provide those parties with readily available hydrogeologically based facts, and associated interpretations intended to inform any such decision. WSP will not be held responsible for either the decision to proceed or for any subsequent issues arising from any such decision to proceed.

[1] https://largeimages.bgs.ac.uk/iip/mapsportal.html?id=1003968, accessed February 2024

REFERENCES

British Geological Survey (1972) Geological Survey of England and Wales Sheet 302, Solid and Drift Geology, 1:50000. (Horsham, British Geological Survey)

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ACRONYMS	
BGS	British Geological Survey
EA	Environment Agency
g.p.h.	Gallons per hour
NGR	National Grid Reference
mAOD	Metres above ordnance datum
mBOD	Metres below ordnance datum
mOD	Metres ordnance datum
mbgl	Metres below ground level
m^2/d	Square metres per day
m^3/d	Cubic metres per day
mg/l	Milligrams per litre

GLOSSARY	
Secondary A Aquifer	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers.
Unproductive Strata	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow.
Source Protection Zone (SPZ)	Source Protection Zones (SPZs) for groundwater sources such as wells, boreholes and springs used for public drinking water supply. These zones show the risk of contamination from any activities that might cause pollution in the area. The closer the activity, the greater the risk
Nitrate Vulnerable Zone (NVZ)	Existing NVZ are the zones which apply from 1st January 2013 – 31st December 2016 and relate to surface and ground waters, and also eutrophic waters. With relation to groundwater – water held underground in the soil or in pores and

	crevices in rock that has or could have if action is not taken, a nitrate concentration of >50mg/L
Groundwater Vulnerability	Assessment of the vulnerability of groundwater to a pollutant discharged at ground level based on the hydrological, geological, hydrogeological and soil properties within a one-kilometre square grid.
Special Area of Conservation (SAC)	Designates a conservation area which protects one or more special habitats and/or species – terrestrial or marine – listed in the Habitats Directive.
Special Protected Area (SPA)	Special Protection Areas are selected to protect one or more rare, threatened or vulnerable bird species listed in Annex I of the Birds Directive, or certain regularly occurring migratory species.
Site of Special Scientific Interest (SSSI)	A formal conservation designation, usually, used to describe an area which is of particular interest to science due to the rare species of fauna or flora it contains - or even important geological or physiological features that may lie in its boundaries.
Groundwater Dependent Terrestrial Ecosystems (GWDTE)	Groundwater Dependent Terrestrial Ecosystems are wetlands which critically depend on groundwater flows or chemistries. They are safeguarded by the Water Framework Directive (WFD) and are sensitive to hydrological and ecological changes caused by developments.

APPENDIX A

HISTORIC BOREHOLE LOGS

TQ23NW3 - Rasper

British Geological Survey

BGS ID: 584643 : BGS Reference: TQ23NW3
British National Grid (27700) : 520610,137340

TQ 23 NW 3

1 WELL BORING at Rusper County Sussex TQ23

Geol. map 1 in. map New Series 302 6 in. map

Made by Duke + Ockenden. Date 1927

Sunk feet. Bored 231 feet

Communicated by Duke + Ockenden

Height above Ordnance Datum 400 Rest level of water 146 ft.

Yield tested at 540 gph. with suction at 185 ft.

Quality (with copy of analysis on separate sheet)

TQ23/12

75

BR 2061 3734

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	THICKNESS. Inches.	DEPTH. Feet.	DEPTH. Inches.
	Wealden clay			231	—
	Name of rock at 119' and 208'				
	Lined 4½" tube to 190 ft.				
Total 14.3					
Sir Cecil Lea Thurst.	Tests for 100				
23 Car.					
	At Ghyll Manor for W. A. Argent, Esq.				
	In a small brick building due S of Church = SE of Ghyll Manor OD. 400				
	visited S Buchan 16.2.40.				
	Visited and sited on Survey 3 SW/W 1 & 29.8.47.				
	Sub-mersible				
Mr Ath. notified 1/9/27					

GEOLOGICAL SURVEY AND MUSEUM.

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey

BGS ID: 584643 : BGS Reference: TQ23NW3
British National Grid (27700) : 520610,137340

1

302/75 Ghyll Manor, Rusper

TQ23/12

Surface +400. Lining tubes: 190 × 4½ in from surface. R.W.L. +254. Suction +215.
Yield 540 g.p.h. (test). *Dando, 1927.*

WC 231 231

GEOLOGICAL CLASSIFICATION	NATURE OF STRATA	THICKNESS	DEPTH
	WEALDEN CLAY VEINS OF ROCK AT 119' & 208		231'

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey

BGS ID: 584643 : BGS Reference: TQ23NW3
British National Grid (27700) : 520610,137340

TQ 23/12

WELL BORING at Rusper County Sussex

Geol. map 1 in. map New Series 302 6 in. map

Made by Duke & Ockenden. Date 1927

Sunk feet. Bored 231 feet

0297

Communicated by Duke & Ockenden

Height above Ordnance Datum 400 Rest level of water 146 ft.

Yield tested at 540 gph. with suction at 185 ft.

Quality (with copy of analysis on separate sheet)

75

TQ 2061 3733

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	THICKNESS. Inches.	DEPTH. Feet.	DEPTH. Inches.
	Wealden clay			231	—
	Veins of rock at 119' and 208'				
	Lined 4½" tube to 190 ft.				

Total Sulphate 143 parts per 100000

Chlorine 23 Cl

At Ghyll Manor
for W. A. Argent, Esq.

In a small brick building due E of Church & SE of Ghyll Manor
OD. 400
visited S Buchan 16.2.40.
Visited and acted on Sussex 3 SW/W R. 29.5.47.

Now owned by Sir Geoffrey Kitchen, Chairman, Pearl Assurance.

DATA Bank

Mr oft. notified 1/9/27

GEOLOGICAL SURVEY AND MUSEUM, JERMYN STREET, LONDON S.W. 1.

(B10619). Wt. 15824—S123. 2500. 11/25. Gp. 160. O.A.

Contact BGS: ngdc@bgs.ac.uk

TQ23NW4 - Normans, Rusper

British Geological Survey

BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

TQ 23 NW 4

WELL BORING at Rusper County Sussex (28 6/13)

1 in. map New Series 302 6 in. map TQ 23/13

Geol. map

Made by Duke & Ockenden Date 1928

Sunk 34 feet. Bored 216 feet.

Communicated by Sir Evelyn de la Rue.

Height above Ordnance Datum Rest level of water 113 ft. Aug. 1928

Yield 500 gph.

Quality (with copy of analysis on separate sheet) Suitable for [illegible] GR 2094 3716

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	THICKNESS. Inches.	DEPTH. Feet.	DEPTH. Inches.
	(Dug well	34	—		
	Weald Clay	250	—	250	
	Rocky shale at base				
	Water cut at 70 ft., unfit for use (84·4° of hardness)				
	" " " 240 ft.				
	Lined 6 in. tubes to 87				
	" 4½ " " 170				
	3" " 250 (perforated)				
	Pumps at 160 ft				

Rusper—Maps O.S.G. 8, N.S. 302.

534. NORMANS, ½ mile E.S.E. of church. 1928. Ht. above O.D. about 350 ft. Map S.W. 3 SW.

	Thickness Ft.	Depth Ft.
Dug well	—	34
Weald Clay	216	250

Rocky shale was encountered at the bottom of the boring, which most probably was the top of the Tunbridge Wells Sand.

1st water cut at 62 ft.–74 ft., with 84·7 degrees of hardness, and unfit for use. 2nd water at 180 ft.–200ft. R.L.W. 113 ft. down. Yield 500 g. p. hour. Lined 6 in. tubes to 87 ft., 4½ in. tubes to 170 ft., and 3 in. tubes to 250 ft. (perforated 170 ft.–218 ft.). Pumps at 160 ft. down. Analyses of water on p. 240. Information from Messrs. Duke and Ockenden, Ltd.

P

Rusper

NORMANS. Well No. 534.

	Grains per gallon.
Total solids	105
Chlorine	17·3
Ammonia	0·0343
Albuminoid ammonia	absent.
Nitrogen as nitrates...	absent
Nitrogen as nitrites	absent.
Lead	absent.
Total hardness (Clark)	6°

This water is free from sewage pollution and may be regarded as quite suitable for drinking purposes. The water is strongly alkaline and the degree of 'hardness' is very low, hence it is well suited for general domestic uses.

By Mr. R. A. Cripps, F.I.C.

Published in 'Wells & Springs of Sussex.' page 219

Omitted

28 Jun 22

Dudley 1 ft. 7

M. of H. notified 4/5/28.

Visited. Seen. Disused since house on mains Sussex 3 SW/W ½. 29.5.47.

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey

BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

TQ23NW/4

TQ23/13

302

WELL BORING at Rusper County Sussex

Geol. map 1 in. map New Series 302 6 in. map

Made by Duke & Ockenden Date 1928

Sunk 34 feet. Bored 216 ft.

Communicated by Duke & Ockenden

Height above Ordnance Datum Rest level of water

Yield Tested at 500 g.p.h.

Quality (with copy of analysis on separate sheet)

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	THICKNESS. Inches.	DEPTH. Feet.	DEPTH. Inches.
	Dug well	34	—	34	—
	Wealden clay	216	—	250	—
	Lined 6" tubes to 84 ft.				
	4½" " 170 ft.				
	3" " 250 ft.				
	(3" tubes perforated 170'— 218')				
	First water cut at 62'-74'				
	84·4° of hardness				
	Water cut at 180'— 200'				
	Alkaline with 6° of hardness				
	Site				
	Normans				
	for Sir Evelyn de la Rue.				

Rusper At Normans. Sussex

for Sir Evelyn de la Rue Dec 1928

Dug well .. .. 34'0"

Bored to .. . 250'0"

Lined. 6" Tubes to 87'0"

" 4½ . . 170'0"

" 3" . . 250'0"

3" tubes perforated from 170' to 218'

Water level .. . 113'0"

Tested at 500 g.p.h.

Strata

Wealden Clay

First water cut at 62' to 74'

84·7° degrees of hardness

Water cut at 180 to 200

Water alkaline with 6° of hardness.

WJB 4/824.

M.O.H. notified 2/4/28

GEOLOGICAL SURVEY AND MUSEUM.

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey

BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

1 302/44 **Normans, Rusper.** (Disused) TQ 23/13

W.S.Sx.III, p. 219. Surface +353. Shaft 34; rest bore. Lining tubes: 87 × 6 in from surface; × 4½ in to 170 down; × 3 in to 250 down (perforated 170 to 218). Water struck at +291 to +279 (Hardness: total 1,210), +173 to +153 (Hardness: total 86) and at +113. R.W.L. +240. Suction +193. Yield 500 g.p.h. (test). *Dando, 1928.*

WC	...	...	250	250

NO DETAILS KNOWN

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey

BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

TQ 23/13

WELL BORING at Rusper County Sussex

1 in. map 1 in. map New Series 302 6 in. map

Made by Duke & Ockenden Date 1928

Sunk 34 feet. Bored 216 feet.

Communicated by Sir Evelyn de la Rue.

Height above Ordnance Datum 353 Rest level of water 113 ft. down

Yield 500 g.p.h.

Quality (with copy of analysis on separate sheet) Suitable for drinking purposes

289

302

TQ 2093 3718

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	Inches.	DEPTH. Feet.	Inches.
WC	(Dug Well	34	–		
	Weald Clay	250	–	250	
	Rocky shale at base				
	Water cut at 70 ft., unfit for use (84·4° of hardness)				
	" " " 240 ft.				
	Lined 6 in. tubes to 87				
	" 4½ " " 170				
	" 3 " " 250 (perforated)				
	Pumps at 160 ft				

Rusper—Maps O.S.G. 8, N.S. 302.

534. NORMANS, ½ mile E.S.E. of church. 1928. Ht. above O.D. about 350 ft. Map ~~S.W.~~ 350.

	Thickness Ft.	Depth Ft.
Dug well	—	34
Weald Clay	216	250

Rocky shale was encountered at the bottom of the boring, which most probably was the top of the Tunbridge Wells Sand.

1st water cut at 62 ft.–74 ft., with 84·7 degrees of hardness, and unfit for use. 2nd water at 180 ft.–200ft. R.L.W. 113 ft. down. Yield 500 g. p. hour. Lined 6 in. tubes to 87 ft., 4½ in. tubes to 170 ft., and 3 in. tubes to 250 ft. (perforated 170 ft.–218 ft.). Pumps at 160 ft. down. Analyses of water on p. 240. Information from Messrs. Duke and Ockenden, Ltd.

P

Rusper

NORMANS. Well No. 534.

	Grains per gallon.
Total solids	105
Chlorine	17·3
Ammonia	0·0343
Albuminoid ammonia	absent.
Nitrogen as nitrates...	absent
Nitrogen as nitrites	absent.
Lead	absent.
Total hardness (Clark)	6°

This water is free from sewage pollution and may be regarded as quite suitable for drinking purposes. The water is strongly alkaline and the degree of 'hardness' is very low, hence it is well suited for general domestic uses.

By Mr. R. A. Cripps, F.I.C.

Published in 'Wells & Springs of Sussex. IV.' page 219

Desired visited S Buchan 16·2·40.

visited. Disused since house on mains. Sold to Sussex 3 SO/W Ltd. 29.5.47.

O.D 353. visited 20·11·57. BH.

GEOLOGICAL SURVEY AND MUSEUM, JERMYN STREET, LONDON, S.W. 1. (B10619). Wt. 15824—S123. 2500. 11/25. Gp. 166. O.A.

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey
BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

WELL BORING at Rusper County Sussex
Geol. map 1 in. map New Series 302 6 in. map TQ23/13
Made by Duke + Ockenden Date 1928
Sunk 34 feet. Bored 216 ft. 302
Communicated by Duke + Ockenden
Height above Ordnance Datum Rest level of water
Yield Tested at 500 g.p.h.
Quality (with copy of analysis on separate sheet)

GEOLOGICAL FORMATION.	NATURE OF STRATA.	THICKNESS. Feet.	Inches.	DEPTH. Feet.	Inches.
	Dug well	34	—	34	—
	Wealden clay	216	—	250	—

Lined 6" tubes to 84 ft.
4½" " " 170 ft.
3" " " 250 ft.
(3" tubes perforated 170'— 218')

First water cut at 62'-74'
84·4° of hardness

Water cut at 180'— 200'
Alkaline with 6° of hardness

Site
Normans
for Sir Evelyn de la Rue.

Rusper At Normans. Sussex
for Sir Evelyn de la Rue D&O 1928

Dug Well .. .. 34'0"
Bored to .. . 250'0"
Lined. 6" Tubes to 87'0"
" 4½ . . 170'0"
" 3" . . 250'0"
3" tubes perforated from 170' to 218'
Water level . . 113'0"
Tested at 500 g.p.h.

Strata
Wealdon Clay
First water cut at 62' to 74'
84·7° degrees of hardness
Water cut at 180 to 200
Water Alkaline with 6° of hardness.

WSB 4/324.

M. of H notified 2/7/28

GEOLOGICAL SURVEY AND MUSEUM, JERMYN STREET, LONDON, S.W. 1. (B10619). Wt. 15824—S123. 2500. 11/25. Gp. 160. O.A.

letter of the 10th inst., addressed to Duke & Ockenden, Ltd., which was referred to our Littlehampton Office as the record came from there.

From what I can gather the report that we sent in to you was the final and correct version. I have had nothing to do with this job, nor have I had access to the records, but I am assured that the statement sent in is reliable for insertion in the Memoirs.

I am writing this in case you have not received a reply direct from Littlehampton.

Yours truly,

Contact BGS: ngdc@bgs.ac.uk

British Geological Survey
BGS ID: 584644 : BGS Reference: TQ23NW4
British National Grid (27700) : 520940,137160

289 TQ23/13

TELEPHONE: HOP 1768.

166, SOUTHWARK STREET,
LONDON, S.E.1.

302

20th July, 1928.

44

Dear Mr. Edmunds,

Normans, Rusper, Sussex.

This letter is addressed to you personally in regard to your letter of the 10th inst., addressed to Duke & Ockenden, Ltd., which was referred to our Littlehampton Office as the record came from there.

From what I can gather the report that we sent in to you was the final and correct version. I have had nothing to do with this job, nor have I had access to the records, but I am assured that the statement sent in is reliable for insertion in the Memoirs.

I am writing this in case you have not received a reply direct from Littlehampton.

Yours truly,

Duke & Ockenden

F. H. Edmunds, Esq.,
The Geological Survey & Museum,
Jermyn Street,
S.W.1.

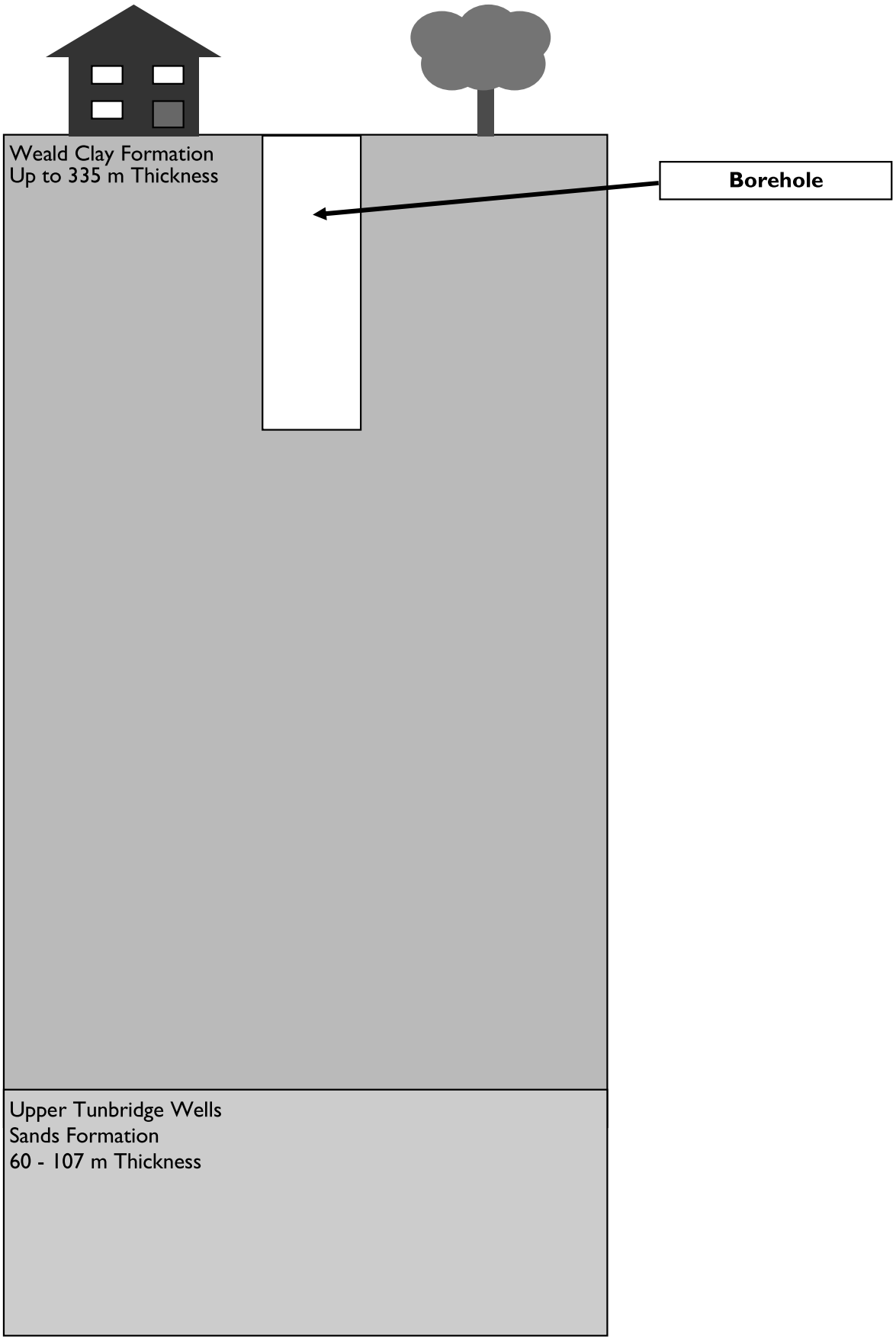
MAO/K.

Page 219

Contact BGS: ngdc@bgs.ac.uk

APPENDIX B

BOREHOLE SCHEMATIC



Schematic not to scale - for indicative use only
Formation thickness scale is based upon medium values when ranges are used.

Appendix O

Correspondence with Nicholls

Emma [redacted]

From: Jamie [redacted]>
Sent: 21 February 2024 15:46
To: Emma [redacted]
Cc: Tracie [redacted]; Jeff [redacted]
Subject: Re: AL179 - Millfields Farm - Under 20m3 Estimate

***** [EXTERNAL] This message comes from an external source. Exercise caution when opening attachments, clicking links, or following request instructions especially from unknown senders. *****

Hi Emma,

To follow up on the below, we can proceed with a under 20m³ licence, this will be on the basis of 124L per person, per day, at full occupancy. This will need to be written into your water neutrality report along with any water saving measures the council require, however at 124L we are comfortable you will not exceed the 20,000L per day limit.

Many Thanks

NICHOLLS LICENSING & CONSULTING
Jamie [redacted]
Licensing Manager
nichollslc.co.uk

Tel: [redacted] | Brownings Barn, Glasshouse Lane, Kirdford, RH14 0LW

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Please consider the environment before printing.

From: Jamie [redacted]
Sent: Wednesday, February 21, 2024 14:24
To: Emma [redacted]
Cc: Tracie [redacted] Jeff [redacted]>
Subject: Fw: AL179 - Millfields Farm - Under 20m3 Estimate

Hi Emma,

Tracie has provided you with the costs for the licensing work towards your planning application, I have accompanied it with the cost for the physical drilling works for your site.

Thank you for providing the information below on rest water levels found, this is consistent with our design of up to 80m. Can you confirm how many and where these exploratory boreholes have been drilled and any further details on them?

Please let me know if you have any questions and if you would like to proceed with the works to get you booked in.

Many Thanks

NICHOLLS LICENSING & CONSULTING
Jamie [redacted]
Licensing Manager
nichollslc.co.uk

Tel: [redacted] | Brownings Barn, Glasshouse Lane, Kirdford, RH14 0LW

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Please consider the environment before printing.

SCHEDULE 2

THE OWNER'S COVENANTS TO THE DISTRICT COUNCIL IN RELATION TO THE APPLICATION SITE

With the intention of binding the Application Site, and for the purpose of allowing Development to be delivered and to remain Water Neutral in perpetuity, the Owner covenants with the District Council as follows:

1. Water Neutrality

1.1. Prior to Occupation of the 25th Housing Unit comprised in the Development, to submit evidence in writing to the District Council that the Offsetting Site Measures in the approved 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.

1.2. Not to Occupy more than 24 Housing Units comprised in the Development until the District Council has confirmed in writing that the Offsetting Site Measures in the approved Water Neutrality Statement have been implemented in full at the Offsetting Site such approval not to be unreasonably withheld or delayed.

SCHEDULE 3

THE OWNER'S COVENANTS TO THE DISTRICT COUNCIL IN RELATION TO THE OFFSETTING SITE

The Owner covenants with the District Council so as to bind their 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 Site Measures at the Offsetting Site in accordance with the Water Neutrality Statement at Schedule 1.
2. To retain the Offsetting Site Measures in perpetuity and not to remove or replace them other than with a replacement fixture or fitting which meets an equivalent or more efficient water standard.
3. To maintain keep in good repair and operate the Offsetting Site Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement.
4. To allow the District Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Site Measures and ensuring that the measures are retained as required provided that the District Council gives not less than) 1 (one) Working Days' notice in writing of its intention to inspect the Offsetting Site Measures.
5. That, in the event that the Offsetting Site or any part of it is transferred, the Owner shall enter into a direct covenant with the transferee such that the transferee is obliged to:
    i. comply with the restrictions and obligations set out in this Agreement;
    ii. maintain and keep in good repair the Offsetting Site Measures installed on the Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;
    iii. 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:

    "*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*".

SCHEDULE 4

AFFORDABLE HOUSING

1. DEFINITIONS

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

"Affordable Housing"	affordable housing comprising Affordable / Social Rented Units and/or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development UNLESS such plan is already approved pursuant to condition 1 of the Planning Permission; AND c) such other matters as the District Council may require (acting reasonably).
"Affordable Housing Provider"	either one or a combination of: a) a Registered Provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the District Council from 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 Head of Regeneration & Economic Development and approved by the District Council; OR b) an unregistered provider of social housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;

"Affordable Housing Tenure Mix"	a tenure mix as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed for the 7 (seven) Affordable Housing Units which may be either Affordable Rented Units or Shared Ownership Units.
"Affordable Housing Units"	Not less than 50% of the Housing Units (and for the avoidance of doubt that is not less than 22 (twenty-two) Affordable Housing Units) of which: a) 10 (ten) shall be provided as Affordable / Social Rented Units AND b) 5 (five) shall be provided as Shared Ownership Units AND c) 7 (seven) shall be provided as EITHER Affordable Rented Units OR Shared Ownership Units and which are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 2.8 of Schedule 2 OR an alternative mix to be agreed in writing by the District Council.
"Affordable Rent"	chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location and 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 at as Affordable Rent by the Affordable Housing Provider to eligible households at rent which is no more than 80% (including service charges) of the local gross market rent calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Certificate of Practical Completion"	a certificate issued by the District Council confirming that all works to which the certificate relates are practically complete in accordance with the relevant specification as required.
"Chargee"	mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing.

"Deed of Nomination Rights"	the District Council's nomination agreement in the form (or substantially in the form) attached at Schedule 4 to be entered into between the District Council and the Affordable Housing Provider to provide the District Council with nomination rights in respect of the Affordable / Social Rented Units for the life of the Development.
"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and **"Dispose"** shall be construed accordingly.
"First Occupation"	the date on which each Affordable Housing Unit 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.
Head of Housing and Communities"	the District Council's Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
"Homes England" or **"HE"**	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates Registered Providers in England);
"Housing Register and Nominations Policy"	the District Council's published scheme of allocations presently contained in its '*Housing Register and Nominations Policy (April 2023)*' or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to the Affordable / Social Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"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 Works and Pensions or such similar framework that may replace it.
"Neighbouring Councils"	councils who share the same housing market within the District Council's Strategic Housing Market Assessment;

"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to an Affordable Housing Unit: practically complete save for minor snagging items such that it is reasonably fit for occupation or use (and Practical Completion shall not be achieved unless all the services to and from the Affordable Housing Unit are connected and operating and it is accessible by both vehicles and pedestrians and they are ready for occupation) and the words and **"Practically Complete"** shall be construed accordingly.
"Registered Provider"	a registered provider as defined by the Housing and Regeneration Act 2008 and/or registered by Homes England and/or a non-profit making body which is registered with Homes England and/or any other body which is authorised by Homes England to own and manage Affordable Housing.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	a lease which accords with HE's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the District Council.
"Social Rent"	A rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Housing Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and "Social Rented Housing Unit" shall mean any one of them.

The Owners hereby covenants with the District Council as follows:

1. GENERAL PROVISIONS

1.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing (such approval not to unreasonably withheld or delayed).

1.2 Subject to paragraph 4.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the District Council from time to time.

1.3 Not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

1.4 The Owner further covenants that:

1.4.1 the Affordable / Social Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable / Social Rent terms, by way of an assured tenancy complying with the guidance given by HE;

1.4.2 the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

2. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

2.1 Subject to paragraph 2.8 prior to Occupation of five (5) (25%) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

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

2.1.2 the transfer to an Affordable Housing Provider of the Affordable Housing Units, fully serviced and in clean condition and the Affordable Housing Land.

2.2 In the event of a transfer taking place pursuant to paragraph 2.1.2, prior to Occupation of 11 (eleven) (50%) of the Open Market Units to:

2.2.1 construct and Practically Complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme.

2.2.2 transfer either the freehold title, or a lease for at least 125 years on a full repairing and insuring basis, for the Affordable Housing Units to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Agreement) and financial charges.

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

2.3 Not to Occupy or allow Occupation of more than four (4) of the Open Market Units unless and until the provisions of paragraph 2.1 of this Schedule (including its sub-paragraphs) have been complied with.

2.4 Not to Occupy or allow Occupation of more than ten (10) of the Open Market Units unless and until the provisions of paragraph 2.2 of this Schedule (including its sub-paragraphs) have been complied with.

2.5 Within any transfer and/ or lease of the Affordable Housing Units (or any of them) to the Affordable Housing Provider:

2.5.1 In respect of the Affordable / Social Rented Units: to require or procure the execution by the Affordable Housing Provider and delivery to the District

Council of a Deed of Nomination Rights substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the District Council) in the form set out in Schedule 4 with the District Council's costs to be paid by the Affordable Housing Provider;

2.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 2.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

2.7 In the event that no agreement for the transfer the Affordable Housing Land or Affordable Housing Units (as required by paragraph 2.1) has been reached at the expiration period of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 2.1 above, the Owner shall:

2.7.1 serve written notice upon the District Council confirming that no agreement has been entered into;

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

2.8 To allow a further period of 3 (three) months from the date of service of the written notice referred to in paragraph 2.7.1 of this Schedule in which EITHER to find an Affordable Housing Provider(s) (as required by paragraph 2.1) with the assistance of the District Council AND/ OR by agreeing an alternative tenure mix by amendment of the Affordable Housing Scheme.

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

2.10 Unless otherwise agreed by the District Council or directed by HE any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of an Affordable / Social Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing within (in order of priority):

2.10.1 the local authority district of Horsham; then

2.10.2 Neighbouring Councils; then

2.10.3 the County of West Sussex; then

2.10.4 the HE's East and South-East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent or Social Rent.

3. Miscellaneous Provisions

3.1 Prior to Occupation of the Affordable Housing Units:

3.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing 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;

3.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to an adoptable or fit for purpose standard (as appropriate);

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

4. Exclusions

4.1 The obligations contained in this Schedule shall neither be binding upon nor enforceable against:

4.1.1 The provisions of this Schedule 4 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

4.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing to another registered provider or to the Council 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; and

4.1.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely;

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

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

4.1.4 Any person who has acquired 100% of the shares in the Shared Ownership Unit; and

4.1.5 any successor in title of any persons detailed in Sub-Paragraphs 4.1.2, 4.1.3 and 4.1.4 (above) or their mortgagee or chargee and their successors in title.

SCHEDULE 4

DEED OF NOMINATION RIGHTS

[**REGISTERED PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION

for

[ ] Affordable Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

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

BETWEEN:

(1) [ ] ("the Registered Provider"); and

(2) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham West Sussex RH12 1RL ("the Council")

1. DEFINITIONS

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

1.1. "**Affordable Housing"** means subsidised housing comprising Rented Units and shared ownership units (or such other forms of intermediate tenure as are defined as affordable housing under the National Planning Policy Framework as that definition may be amended from time to time) provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision;

1.2. **"Application Site"** means the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Appendix 1 of this Deed;

1.3. "**Deed**" means this deed of nomination;

1.4. **"Exempted Void"** means a Void which has occurred as a result of the Council transferring the previous tenant to more suitable accommodation to meet that tenant's needs;

1.5. **"Homes England"** means Homes England, an executive non-departmental public body, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;

1.6. **"Housing Register and Nominations Policy"** means the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time):

https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf

or other document which may replace it;

1.7. **"Initial Let"** means the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit;

1.8. **"Insufficient Persons"** means that in the reasonable opinion of the Council there are fewer Nominees with a Local Connection to the parish of Rusper, than the total number of Rented Units available for occupation in accordance with the written notice served by the Registered Provider in accordance with Clause 4.1 or 4.10;

1.9. **"Local Connection"** means in relation to an individual, that such individual:

1.9.1. immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of Rusper for a continuous period of not less than two years; or

1.9.2. 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 two years in the parish of Rusper and he wishes to be near that relative; or

1.9.3. is and has been permanently employed in the parish of Rusper for a continuous period of not less than two years

provided that where no person or Insufficient Persons can be identified as having a connection with the parish of Rusper as outlined above then the District of Horsham shall be substituted for the parish of Rusper;

1.10. "**Nominee"** means a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria:

1.10.1. is an individual or are individuals;

1.10.2. is considered in their reasonable opinion by the Council or the Registered Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Rented Unit;

1.10.3. is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council;

1.10.4. before taking up occupation of the Rented Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Registered Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Rented Unit as his/her only or principal home;

1.10.5. is an individual who meets the criteria of the Council's Housing Register and Nominations Policy;

1.10.6. has a Local Connection.

and **"Nominee"** and **"Nominees"** shall be construed accordingly;

1.11. **"Registered Provider"** has the same definition as set out in the Housing & Regeneration Act 2008;

1.12. **"Rented Units"** means housing units made available by a Registered Provider as low-cost rented accommodation (as defined by the Housing and Regeneration Act 2008 section 69) with a rent charged at a level up to 80% of the equivalent market rent inclusive of any service charges applicable, as detailed in Schedule 4 of the S106 Agreement and Schedule 4 of this Deed and which have been constructed or are to be constructed upon the Application Site and each of which is to be offered under a Tenancy Agreement;

1.13. "**S106 Agreement"** means the agreement relating to the Application Site and dated [….] and made between (1) Horsham District Council and (2) West Sussex County Council (3) Stonebond Properties (Guildford) Limited (4) Earl House Partnership Ltd and (5) Colin Lewis and Anna Lewis and any subsequent supplemental agreements varying it thereafter;

1.14. **"Tenancy Agreement"** means an assured tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings or such other form of tenancy as the Registered Provider specifies (acting reasonably);

1.15. **"Vacancy Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within 5 (five) weeks from the date of this Deed) the function of such notice being the

notification to the Council by the Registered Provider that the construction and fitting out of the Rented Unit is completed;

1.16. **"Void"** means a Rented Unit which is vacant as a result of the tenant vacating the Rented Unit;

1.17. **"Void Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within 8 (eight) weeks from the date of this Deed) the function of such a notice being the notification to the Council that a Void is now available for re-letting;

1.18. **"Void Notification"** means the notification to the Council by the Registered Provider that a Rented Unit is to become a Void with such notification to include the anticipated period that the Rented Unit will remain as a Void; and

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

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

3.1. This Deed is made pursuant to s111 of the Local Government Act 1972, s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. PROCEDURE FOR RENTED UNITS

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

Initial Lets

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

4.3. The Registered Provider shall serve on the Council a Vacancy Notice in respect of the Rented Unit not less than 2 (two) weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.14.1, 4.14.2 or 4.14.3 as appropriate, serve upon the Registered Provider details of a Nominee.

4.5. Details of a Nominee served by the Council shall:

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

4.5.2. include any other details that the Registered Provider may reasonably require from time to time.

4.6. The Registered Provider shall have the right to let/grant the Initial Let in respect of the Rented Units to persons of its own choosing (subject to provisions within the S106 Agreement) in the event of the Council's failure to serve details of the Nominees within the period of 10 (ten) Working Days of receipt of the Vacancy Notice or written notice served in accordance clause 4.14.1-4.14.3 subject to the provisions of Clause 4.16.

4.7. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Registered Provider shall, use its reasonable endeavours to arrange viewing of the Rented Unit and offer a Tenancy Agreement to the Nominee.

4.8. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Registered Provider's offer of a Tenancy Agreement that Nominee shall be deemed to have rejected the Registered Provider's offer. Upon receipt of written notice served in accordance with clause 4.14.1, 4.14.2 or 4.14.3, the Council shall serve details of a further Nominee upon the Registered Provider and the parties will follow the procedure set out in Clause 4.3 to 4.6 for a second time, but for the purposes of this Clause 4.7 the 10 (ten) Working Day period referred to in those Clauses 4.3 to 4.6 shall be reduced to 5 (five) Working Days.

4.9. If the Registered Provider's offer of a Tenancy Agreement on the second occasion is deemed to have been rejected the procedure set out in Clauses 4.3 to 4.6 shall be repeated for a third time but for the purposes of this Clause 4.8 the 10 (ten) Working Day period referred to in Clauses 4.3 to 4.6 shall be reduced to 5 (five) Working Days.

4.10. In the event a third Nominee fails to accept the Registered Provider's offer of a Tenancy Agreement within the time prescribed by clause 4.8 then the Registered Provider shall have the right to let the Initial Let in respect of the Rented Unit to persons of its own choosing (subject to the provisions within the S106 Agreement) or in the event of the Council's failure to serve details of the Nominees within the period of 10 (ten) Working Days of receipt of the Vacancy Notice (subject to the provisions of Clause 4.16).

Voids

4.11. Should a Rented Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case:

4.11.1. the Registered Provider shall serve a Void Notification in respect of the relevant vacant Rented Unit within 5 (five) Working Days of the Rented Unit becoming a Void;

4.11.2. the Registered Provider shall serve a Void Notice in respect of the relevant vacant Rented Unit upon the Council as soon as the Rented Unit is available for re-letting; and

4.11.3. within 10 (ten) Working Days of receipt of the said notice the Council shall serve upon the Registered Provider details of a Nominee.

4.12. The Registered Provider shall have the right to let the relevant vacant Rented Unit to a person of its own choosing (subject to the provisions within the S106 Agreement) in the event of the Council's failure to serve details of a Nominee referred to in Clause 4.10 within 10 (ten) Working Days of receipt of the Void Notice (subject to the provisions of Clause 4.16).

4.13. Upon receipt of the details of a Nominee referred to in Clause 4.10 the Registered Provider shall follow the procedure set out in Clauses 4.6 to 4.9 SAVE THAT where the Void is an Exempted Void and on each and every occasion that 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Rented Units) have been let, the Registered Provider shall not be required to follow the procedure set down in Clauses 4.10 -4.12 and the Registered Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Rented Units) to a person of its own choosing (subject to the provisions within the S106 Agreement).

4.14. Where the Void is an Exempted Void the Registered Provider shall follow the procedure set out in Clauses 4.6 to 4.9 in the event that fewer than 75% of the total number of Rented Units have been let.

Provision of information

4.15. The Registered Provider shall give written notice to the Council of the occurrence of the following events within 5 (five) Working Days of their occurrence:

4.15.1. a Nominee failing to view a Unit within 10 (ten) or 5 (five) (as appropriate) Working Days of an offer being made;

4.15.2. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

4.15.3. the Registered Provider rejecting a Nominee in accordance with Clause 4.17 such written notice to explain the reasons for rejecting the Nominee;

4.15.4. a Nominee accepting an offer of a Tenancy Agreement from the Registered Provider.

4.16. Within 10 (ten) Working Days of the Council receiving notice served in accordance with Clause 4.14 above save for notice under 4.14.4 the Council shall serve upon the Registered Provider the names and addresses of a Nominee to include the information set out in Clause 4.4.

4.17. If the Council shall, within the period mentioned in Clause 4.15 notify the Registered Provider that the Council then has no suitable Nominee, the Council shall advise the Registered Provider of a Nominee as soon as reasonably practicable but this period shall not be any longer than a total of 20 (twenty) Working Days from the date the Council received the notice served in accordance with Clause 4.14.

4.18. The Registered Provider shall have the right to interview and make enquiries of each Nominee and to reject any Nominee if in the opinion of the Registered Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria and if a Registered Provider rejects a Nominee in accordance with this clause, the Registered Provider must serve written notice upon the Council in accordance with Clause 4.14.3.

4.19. Where the Registered Provider intends to reject a Nominee in accordance with clause 4.17 and it serves notice of this upon the Council in accordance with Clause 4.14.3, the Council shall:

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

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

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

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

5. NOTICES

5.1. Any notice to be given under this Deed must be in writing and must be:

5.1.1. delivered by hand; or

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

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

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

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

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

6. TRANSFERS TO OTHER REGISTERED PROVIDERS

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

7. DISPUTES

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

8. COSTS

8.1. The Registered Provider agrees with the Council to pay the reasonable and proper legal costs of £ [ ] which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) of the whole or any part of the Rented Units or any person or body deriving title through such mortgagee or chargee or Receiver of a Registered Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement.; and

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

[Execution clause for the Registered Provider]

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

SCHEDULE 4

DEED OF NOMINATION RIGHTS

The Plan

SCHEDULE 4

DEED OF NOMINATION RIGHTS

Rented Unit Details

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

SCHEDULE 4

DEED OF NOMINATION RIGHTS

Schedule of Tenure

The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE 4

DEED OF NOMINATION RIGHTS

Schedule of Tenure

The Shared Ownership Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE 4

DEED OF NOMINATION RIGHTS

Specimen Tenancy Agreement

SCHEDULE 5

MANAGEMENT COMPANY AND MANAGEMENT LAND

The Owner covenants with the District Council as follows:

1. To set up, appoint required directors and secretary and any other relevant officers, issue share capital (unless the Management Company is limited by guarantee) and establish the Management Company prior to Occupation of any Housing Unit. (PROVIDED THAT for the avoidance of doubt this Schedule shall not apply in the event where part of the Application Site is owned by a Registered Provider and the remaining part is transferred to or adopted to or by a public body).

2. To provide the Management Land in accordance with the details specifications and/or schedules contained in the Management Plan and to maintain and finance such maintenance of the Management Land in accordance with the Management Plan until such time as a transfer or lease to a Management Company or Registered Provider pursuant to paragraph 3 of this Schedule occurs.

3. Not to cause or permit the Occupation of any Housing Unit or to sell or cause or permit any Housing Unit to be sold at the Development other than by way of a transfer or lease:

3.1 which includes a covenant from the transferee or lessee of the Housing Units to contribute a service charge towards the cost of maintaining and managing the relevant Management Land in accordance with the Management Plan and this Schedule; and

3.2 in which the Management Company and / or Registered Provider covenants with the transferee or lessee of the Housing Units to maintain and manage, or to procure maintenance and management of the relevant Management Land in accordance with the Management Plan and this Schedule to this Agreement and to use any service charge received from the transferee or lessee of a Housing Unit for such management and maintenance for the lifetime of the Development.

SCHEDULE 6

FINANCIAL CONTRIBUTIONS

The Owner covenants with the District Council as follows:

1. Subject to paragraph 7 to pay the Public Open Space Management and Maintenance Contribution to the Parish Council or the District Council (as the case may be) within 10 Workings Days of completion of the transfer in accordance with Schedule 7 to either the Parish Council or the District Council (as the case may be).

2. Subject to paragraph 7 not to Occupy any further Housing Units comprised in the Development as at 10 Working Days from completion of the transfer in accordance with Schedule 7 unless and until the Public Open Space Management and Maintenance Contribution has been paid to the Parish Council or the District Council.

3. Subject to paragraph 7 to pay the Additional Biodiversity Gain Plan Contribution to the Parish Council or the District Council (as the case may be) within 10 Working Days of completion of the transfer in accordance with Schedule 7 to either the Parish Council or the District Council (as the case may be).

4. Subject to paragraph 7 not to Occupy any further Housing Units comprised in the Development as at 10 Working Days from completion of the transfer in accordance with Schedule 7 unless and until the Additional Biodiversity Gain Plan Contribution has been paid to the Parish Council or the District Council (as the case may be).

5. Where:

5.1 The provisions of Schedule 5 apply and no Management Company is required to be established the restriction on Occupations in paragraphs 2 and 4 of this Schedule shall not apply.

5.2 The transfer is not completed to the Parish Council or the District Council in accordance with Schedule 7 the Public Open Space Management and Maintenance Contribution and the Additional Biodiversity Gain Plan Contribution shall not be due and payable to the Parish Council or the District Council.

SCHEDULE 7

OPEN SPACE AND PUBLIC OPEN SPACE

1. To provide the play areas in accordance with the requirements prescribed by the National Playing Fields Association (Fields in Trust) for children and adults namely "*Guidance for Sport and Play beyond the six acre standard*".

2. Upon completion of the Public Open Space the Owner shall invite in writing the District Council to inspect the Public Open Space within 20 Working Days of completion to confirm it has been delivered in accordance with the Open Space Plan and following such confirmation (such confirmation not to be unreasonably withheld or delayed) to first offer in writing to transfer the Public Open Space to the Parish Council.

3. In the event no written response has been received or a response in the negative has been received from the Parish Council within 10 Workings Days of the date of the written offer pursuant to paragraph 2 above (or such period as may be agreed between the Parish Council and the Owner) then the Owner shall offer in writing the Public Open Space to the District Council.

4. In the event no written response has been received or a response in the negative has been received from the District Council within 10 Workings Days of the date of the written offer pursuant to paragraph 3 above (or such period as may be agreed between the District Council and the Owner) then the Owner shall transfer the Public Open Space to the Management Company or such other private entity to maintain and finance the Open Space itself in accordance with the relevant Management Plan.

5. In the event the Parish Council or subsequently the District Council elect to take the transfer by confirming such in writing to the Owner following receipt of an offer made pursuant to paragraphs 2 and 3 above then the Owner and the Parish Council or District Council (as the case may be) shall have a period of 20 Working Days to complete the transfer (or such other period as may be agreed in writing).

6. ONLY in the event the Parish Council or District Council elect to take the offer of transfer AND the transfer is completed pursuant to this Schedule 7 then the provisions of Schedule 6 paragraphs 1, 2, 3 and 4 shall apply.

7. Any such transfer under this Part shall be by way of freehold transfer or long lease and such transfer or lease be on terms agreed between the parties (acting reasonably) and shall include the following terms:

7.1 any such lease shall be for a term of 125 years, with rights of renewal;

7.2 for a consideration of £1;

7.3 shall require the management maintenance and repair of the Public Open Space by the Parish Council or District Council (as applicable) in accordance with the Management Plan;

7.4 rights of way with or without vehicles of any description for the Development over the Public Open Space along any roads, paths or accessways on the Public Open Space or over such land as is required for the Development to gain access to and egress from the Biodiversity Gain Site Retained Land and all other parts of the Development;

7.5 mutual rights of support;

7.6 rights of access to lay, maintain, inspect, renew, upgrade, repair or render unusable any service media and watercourses within the Public Open Space serving the Development;

7.7 rights for the Development to the free flow of drainage and services through any service media and watercourses within the Public Open Space serving the Development;

7.8 rights of access for the Development over the Public Open Space to carry out any works required pursuant to this Agreement and the Planning Permission including any variation thereof; and

7.9 such other rights, easements and provisions as the parties shall agree (acting reasonably).

8. Following any transfer of the Public Open Space to the Parish Council or the Council the transferee shall become liable for the ongoing maintenance of the Public Open Space and compliance with Schedule 9 insofar as it relates to the Public Open Space.

SCHEDULE 8

HIGHWAY WORKS

The Owner covenants with the District Council as follows:

1. **Highway Works**

1.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.

1.2 Not to Commence Development until a Highway Works Scheme has been submitted to and approved in writing by the District Council in consultation with the County Council provided that where a Highway Works Scheme is submitted to the District Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the District Council that the previous Highway Works Scheme is not approved, be submitted to the District Council for approval in consultation with the County Council

1.3 Once the District Council has approved a Highway Works Scheme (the **"Approved Highway Works Scheme"**) to obtain All Requisite Consents including without limitation entering into a Highway Agreement with the County Council.

1.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council.

1.5 Not without the consent of the District Council to allow Occupation until such Highway Works have been completed to the satisfaction of the County Council.

2. **Footpath 1502 All Weather Surface Works**

2.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Footpath 1502 All Weather Surface Works.

2.2 Not to Commence Development beyond slab level until a Footpath Works Scheme has been submitted to and approved in writing by the District Council in consultation with the County Council provided that where a Footpath Works Scheme is submitted to the District Council which is not approved a revised Footpath Works Scheme shall, within 14 days of receipt of notice in writing from the District Council that the previous Footpath Works Scheme is not approved, be submitted to the District Council for approval in consultation with the County Council

2.3 Once the District Council has approved a Footpath Works Scheme (the **"Approved Footpath Works Scheme"**) to obtain All Requisite Consents including without limitation entering into a Highway Agreement with the County Council.

2.4 After All Requisite Consents have been obtained to carry out in full the Approved Footpath Works Scheme to complete the Footpath 1502 All Weather Surface Works to the satisfaction of the County Council.

2.5 Not without the consent of the District Council to allow Occupation of more than 50% of the Housing Units until such Footpath 1502 All Weather Surface Works have been completed to the satisfaction of the County Council.

3. **Traffic Regulation Order Work Scheme**

The Owner covenants with the County Council as follows:

3.1 Prior to the Commencement Date to submit an application to the County Council for the Traffic Regulation Order and which shall include the TRO Plan.

3.2 If the Traffic Regulation Order is approved by the County Council the Owner shall carry out the TRO Works at the Owner's expense in accordance with this clause;

3.2.1 To submit a TRO Works Scheme, within 14 days of the Traffic Regulation Order being approved, to the County Council for approval provided that where a TRO Works Scheme is submitted to the County Council which is not approved a revised TRO Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous TRO Works Scheme is not approved, be submitted to the County Council for approval.

3.2.2 Once the County Council has approved a TRO Works Scheme (the "**Approved TRO Works Scheme**") to obtain All Requisite Consents.

3.2.3 After All Requisite Consents have been obtained and the TRO has been made by the County Council pursuant to the Road Traffic Regulation Act 1984 to carry out in full the Approved TRO Works Scheme and to complete the TRO Works to the satisfaction of the County Council.

3.3 If the Traffic Regulation Order is approved and subsequently made by the County Council not without the consent of the County Council to allow Occupation of any Housing Unit until the TRO Works in accordance with the TRO Works Scheme have been completed to the satisfaction of the County Council. The County Council's consent to Occupation of the first Housing Unit shall not be unreasonably withheld if the reason that the works have not been completed is because the Traffic Regulation Order, has not been approved by the County Council and/or made pursuant to the Road Traffic Regulation Act 1984.

SCHEDULE 9

BIODIVERSITY NET GAIN

1. DEFINITIONS

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

"Biodiversity Gain Plan"	means the plan submitted to, and approved by the District Council, to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act which is contained within the approved Biodiversity Technical Note (HDA Landscape Architecture Master planning, ref: 1127.2, dated 26.07.2024, or any subsequent update);
"Biodiversity Gain Site"	the land comprising both the Biodiversity Gain Site Public Open Space Land and the Biodiversity Gain Site Retained Land shown edged and hatched red on the respective Biodiversity Gain Site Open Space Land Plan and Biodiversity Gain Site Retained Land Plan comprising Appendix 1 of this Agreement and to which the Biodiversity Gain Plan applies;
"Biodiversity Gain Site Monitoring Contribution"	means the sum of £4,176.87 (FOUR THOUSAND ONE HUNDRED AND SEVENTY-SIX POUNDS AND EIGHTY-SEVEN PENCE) to be paid by the Owner to the District Council under Schedule 9 of this Agreement to be applied by the District Council as a financial contribution towards the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan over the entire 30 year period the HMMP is in effect;
"Biodiversity Gain Site Public Open Space Land"	means the Public Open Space which shall form part of the Biodiversity Gain Site and which is shown on the Biodiversity Gain Site Public Open Space Land Plan;
"Biodiversity Gain Site Public Open Space Land Plan"	the plan entitled "*Biodiversity Gain Site Public Open Space Land*" and dated 7 March 2025 showing the location of the Biodiversity Gain Site Public Open Space Land which is edged and hatched red comprising Appendix 8 of this Agreement;
"Biodiversity Gain Site Retained Land"	the part of the Biodiversity Gain Site which is to be retained by the Owner xx as identified on the Biodiversity Gain Site Retained Land Plan;
"Biodiversity Gain Site Retained Land Plan"	the plan entitled "*Biodiversity Gain Site Retained Land Plan*" and dated 7 March 2025 showing the location of the Biodiversity Gain Site which is edged and hatched red comprising Appendix 9 of this Agreement;
"Breach Notice"	a notice which may be served by the District Council on the Owner under paragraph 7 of this Schedule;
"Certificate of Completion"	a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable

satisfaction of the District Council on the Completion Date issued (or deemed to have been issued) by the District Council under paragraph 3.5 of this Schedule;

"Completion Date"	means the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.4 of this Schedule.
"Habitat Creation and Enhancement Works"	the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan);
"Habitat Management and Monitoring Plan" or "HMMP"	means the document titled *'Landscape Habitat Management and Monitoring Plan'* as required by condition 16 prepared in accordance with the approved Biodiversity Gain Plan and including: a. a non-technical summary; b. the roles and responsibilities of the people or organisation(s) delivering the HMMP; c. the planned Habitat Creation and Enhancement Works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan; d. the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of the Development; and e. the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the District Council;
"Implement"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development and "**Implementation**" shall be construed accordingly;
"Monitoring Periods"	means the following periods from the Completion Date: Year 2 Year 5 Year 10 Year 15 Year 20 Year 25 Year 30

"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the Habitat Management and Monitoring Plan and to be submitted at the Monitoring Periods following the Completion Date;

PART 1 – The Owner's covenant to the District Council in relation to the Application Site

2. **Biodiversity Net Gain**

2.1 To pay the Biodiversity Gain Site Monitoring Contribution to the District Council within 10 (ten) Working Days of the Commencement Date.

3. **Habitat Management and Monitoring Plan**

3.1 To submit to the District Council for its approval in writing the Habitat Management and Monitoring Plan prior to the Implementation of the Development;

3.2 Not to Implement the Development until the Habitat Management and Monitoring Plan has been approved in writing by the District Council;

3.3 Not to Occupy the 43rd Housing Unit until the Habitat Creation and Enhancement Works set out within the Habitat Management and Monitoring Plan have been completed in full and the Completion Date Notice has been issued by the District Council (such issue not to be unreasonably withheld or delayed);

3.4 To issue the Completion Date Notice to the District Council within 10 (ten) Working Days of the completion date of the Habitat Creation and Enhancement Works;

3.5 To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the District Council issues a Certificate of Completion;

3.6 Upon receiving the Certificate of Completion from the District Council (such receipt not to be unreasonably withheld or delayed), to maintain the Biodiversity Gain Site in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 (thirty) years from the Completion Date;

3.7 To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan.

3.8 To notify the District Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:

3.8.1 the proposed amended Habitat Management and Monitoring Plan;

3.8.2 a statement of reasons for such amendment; and

3.8.3 confirmation (with reasons) that the amendment would not prejudice:

3.8.3.1 the use or management of the Biodiversity Gain Site in a manner consistent with its function to deliver biodiversity net gain; and

3.8.3.2 the continued functioning of the Biodiversity Gain Site for biodiversity net gain.

4. Access for Inspection

4.1 From the Commencement Date and without charge, to allow the District Council, its agents, and/ or contractors with or without workmen and equipment to:

4.1.1 enter onto the Biodiversity Gain Site at all reasonable times (following not less than 5 (five) Working Days' Notice) given in accordance with paragraph 2.1 of Part 2 of this Schedule) to monitor compliance with:

4.1.1.1 the obligations in this Agreement;

4.1.1.2 any Breach Notice; and

4.1.2 pass and repass across any land in the Owner's control which is necessary to gain access to for the purpose of accessing the Biodiversity Gain Site in accordance with paragraph 4.1.

5. Breach Notice and Step-In Rights

5.1. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owner accepts the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").

5.2. Where a Breach Notice is disputed:

5.2.1. to include a reasoned response in the Breach Response Notice; and

5.2.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and

5.2.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.2.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.3. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid):

5.3.1. to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the Council in writing).

5.4. Where the Owner has failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and/ or equipment to enter:

5.4.1. any part of the Application and BNG Site that is necessary for the carrying out the steps set out in the Breach Notice; and

5.4.2. any other land in the Owner's control necessary to access the Application and BNG Site,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 8.3 are complied with.

5.5. To pay the District Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 5.4 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs incurred).

5.6. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.5 of this Schedule, the District Council shall be entitled to recoup its costs from the Owner or its successors in title and may secure the same by registering a restriction on the title of the Biodiversity Gain Site at HM Land Registry.

6. Restriction on alienation of the Biodiversity Gain Site or any part thereof

6.1. For a period of 30 years from the Completion Date not to transfer the Biodiversity Gain Site, separately to the residual interest in the Application Site, either in full or part OTHER THAN to transfer the Biodiversity Gain Site Public Open Space Land to the Parish Council or the District Council (as the case may be) in accordance with Schedule 7, without first providing a surety, performance bond or similar (to be agreed with the Council acting reasonably and without delay) to guarantee the cost of carrying out the BNG obligations secured by this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council PROVIDED THAT such surety, performance bond or similar but for the avoidance of doubt shall not take the form of a capital sum held on deposit by the Council, shall be for a maximum of £156,500 and FURTHER PROVIDED THAT for the avoidance of doubt this paragraph shall not apply to any transfer of the Application Site and applies only to a transfer of the Biodiversity Gain Site.

6.2. To consent to the entering of the following restriction on the transferee's title to the Biodiversity Gain Site at HM Land Registry following the registration of the transfer referred to in paragraph 6.1 above and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"*No transfer of the part of the registered estate shown [ ] on the title plan (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 a conveyancer that the provisions of paragraph 6.1 of the Section 106 Agreement dated [ ] and made between (1) Horsham District Council (2) West Sussex County Council (3) Stonebond Properties (Guildford) Limited (4) Earl House Partnership Limited and (5) Colin Andrew Lewis and Anna Victoria Lewis have been complied with or do not apply have been complied with*".

PART 2 – The District Council's Covenants

1. Habitat Management and Monitoring Contribution

1.1. To use the Biodiversity Gain Site Monitoring Contribution for its intended purpose and not for any other purpose.

2. Right of Access

2.1. To give not less than 5 (five) Working Days' notice to the Owner of its intention to access the Biodiversity Gain Site for the purposes of inspection under paragraph 4.1 of Part 1 of this Schedule to ascertain the Owner's compliance with its covenants under this Agreement or a Breach Notice.

3. Breach Notice and Step-in Rights

3.1. Where it considers that the Owners are not complying with its obligations under Schedule 9 Part 1 of this Agreement, and the District Council intends to take steps to remedy the Breach, to serve a Breach Notice.

3.2. Where it serves a Breach Notice which is accepted by the Owner (or an Expert determines that the Owner should take any steps within a Breach Notice within a specified time limit), it may notify the Owner of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (at its absolute discretion).

3.3. Where the Owner does not comply with the time limits specified in the Breach Notice or the Expert's determination (or as otherwise agreed), undertake the requirements imposed on the Owner as set out in the Breach Notice or Expert's determination provided that the District Council:

3.3.1. provides a minimum of 5 (five) Working Days' notice that it, its agents, and contractors with or without workmen and equipment will enter the Application and BNG Site and/ or land in the Owner's control to access the Application and BNG Site;

3.3.2. complies with the reasonable health and safety requirements of the Owner and/or its appointed contractors;

3.3.3. ensures minimal damage and inconvenience to the Owner;

3.3.4. promptly repairs any damage caused by exercising the step-in rights under this paragraph; and

3.3.5. issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph.

SCHEDULE 10

THE DISTRICT COUNCIL'S COVENANTS TO THE OWNER

The District Council covenants with the Owner as follows:

1. To issue the Planning Permission for the Development promptly on completion of this Agreement;
2. Not to use or apply any sums paid under this Deed other than for the respective purposes for which those sums are paid as set out and specified in this Agreement.

SCHEDULE 11

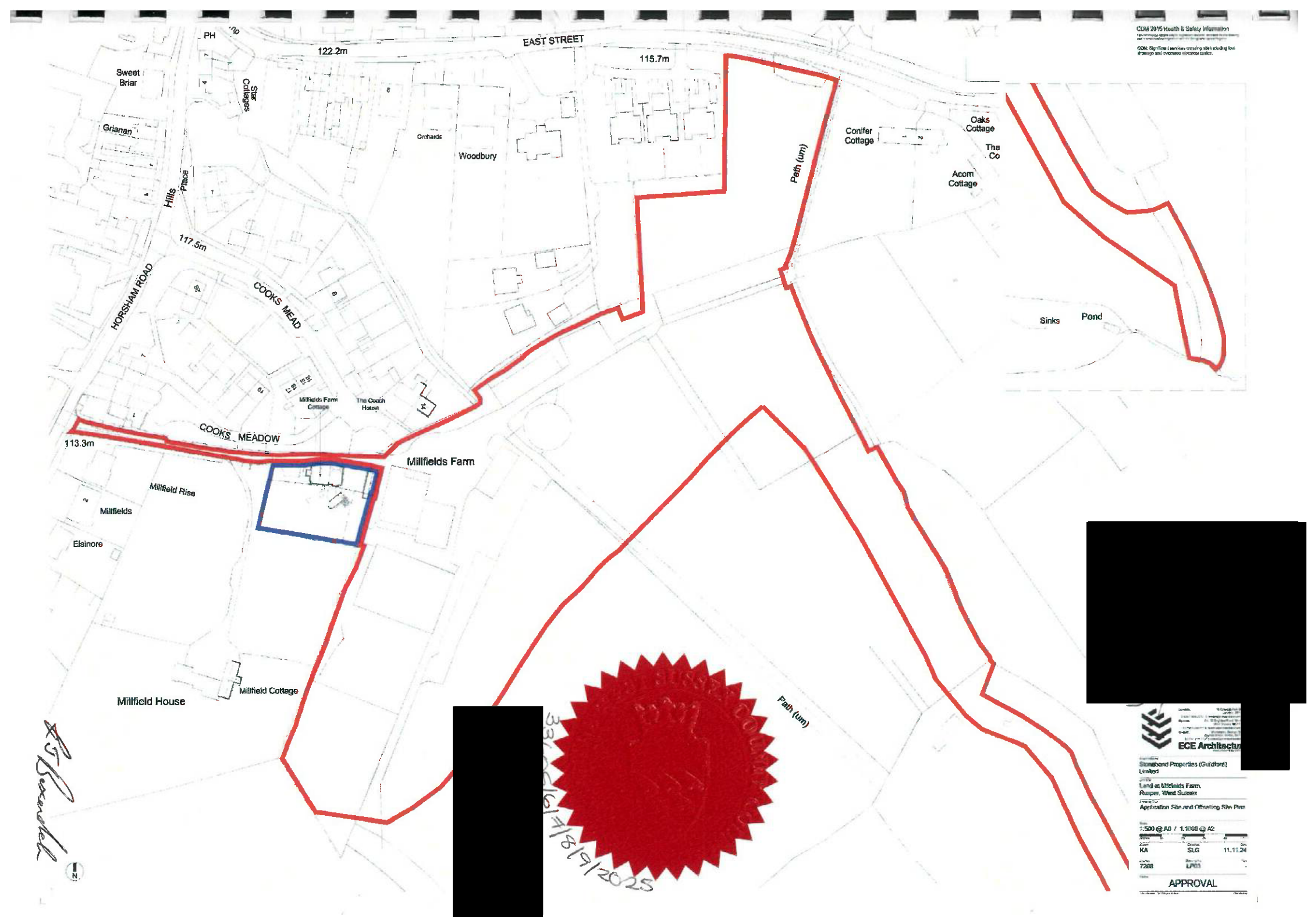
THE COUNTY COUNCIL'S COVENANTS TO THE OWNER

The County Council covenants with the Owner as follows:

1. Not to use or apply any sums paid under this Agreement other than for the respective purposes for which those sums are paid as set out and specified in this Agreement;
2. To hold the sums paid in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing for the respective purposes for which the sums have been paid;
3. Following reasonable written request by the payee of any sums paid to provide the payee a breakdown of expenditure from the sums paid that have been committed or expended together with details of remaining sums held by the County Council and interest accrued thereon;
4. Any sums paid to the County Council which have not been committed or expended on the day 10 (ten) years after the day on which the relevant sum was received the County Council shall repay any unspent sums to the party that made the payment of the relevant sum together with any interest accrued from the date of payment to the date of repayment.

APPENDIX 1

APPLICATION SITE / OFFSETTING SITE PLAN


CDM 2015 Health & Safety Information
EAST STREET
122.2m
115.7m
PH
Sweet Briar
Star Cottages
Grianan
Orchards
Woodbury
Hills Place
Path (um)
Conifer Cottage
Oaks Cottage
Acorn Cottage
Sinks
Pond
117.5m
HORSHAM ROAD
COOKS MEAD
Millfields Farm Cottage
The Coach House
COOKS MEADOW
113.3m
Millfields Farm
Millfield Rise
Millfields
Elsinore
Millfield House
Millfield Cottage
Path (um)
ECE Architectu
Stonebond Properties (Guildford) Limited
Land at Millfields Farm, Rusper, West Sussex
Application Site and Offsetting Site Plan
1:500 @ A3 / 1:1000 @ A2
KA
SLG
11.11.24
7288
LP01
APPROVAL
14/9/2025

APPENDIX 2
ESTATE ROADS PLAN

Existing adopted sewer to be diverted under a Section185 agreement with Thames Water

Flow Control FC2
Max. rate restricted to 4.6 l/s for all storm events up to and 1 in 100 + 40%CC

Attenuation Basin 2
Base Level = 110.00
Max Water Depth = 1.1m
Storage Available = 90m³
Catchment Area = 868m²

Where required check dams to be added to reduce the velocity

Flow Control FC1
Max. rate restricted to 3.0 l/s for all storm events up to and 1 in 100 + 40%CC

Attenuation Basin 1
Base Level = 111.70
Max Water Depth = 1.0m
Storage Available = 390m³
Catchment Area = 544m²

Ancient woodland clearance extents

Ancient woodland boundary

Shallow swale

VIEW 1
Scale 1:500

Shallow swale connects to existing ditch

Ancient woodland clearance extents

Ancient woodland boundary

Shallow swale

FOR CONTINUATION REFER TO VIEW 1

LEGEND

PROPOSED ATTENUATION BASIN

PROPOSED SURFACE WATER DRAINAGE (PRIVATE)

PROPOSED SURFACE WATER DRAINAGE (ADOPTED)

PROPOSED FOUL WATER DRAINAGE (PRIVATE)

PROPOSED FOUL WATER DRAINAGE (ADOPTABLE)

EXISTING ADOPTED SEWER TO BE ABANDONED/DIVERTED

PROPOSED HIGHWAY TO BE ADOPTED

[redacted]

[redacted]

[redacted]

Rev	Date	Description	By	Chk
B	13.11.24	Site plan updated	LB	AJP
A	01.10.24	First Issue	RB	AJP

PRELIMINARY

CLIENT

Stonebond.

Tullys

PROJECT
MILLFIELD'S FARM
RUSPER

DRAWING TITLE
Adoption Layout

Originator No.	Scale	Revision
15066	1:500@A0	B

PROJECT - ORIGINATOR - VOLUME - LEVEL - TYPE - ROLE - NUMBER
15066-TUL-XX-XX-DR-C-60001

APPENDIX 3
OPEN SPACE PLAN

CDM 2015 Health & Safety Information

This information relates only to Significant Hazards identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

Notes: Route of surface water swale indicative, please refer to Civil Engineers drawings. Please refer to Landscape Architect drawings for planting/character of open space. Please refer to ecological drawings for planting to enhancement area.

[redacted]

EAST STREET

122.2m

115.7m

PH

Pump

Sweet Briar

Star Cottages

Grianan

Merrymeet

Rusper Primary School

Rusper Village Hall

Pond

Hills Place

HORSHAM ROAD

117.5m

COOKS MEADOW

113.3m

Orchards

Woodbury

Frontage Open Space 394m²

129m²

Boundary Open Space 174m²

Green Gap Open Space 328m²

Park Land Open Space 1 917m²

Conifer Cottage

Oaks Cottage

Gate Cottage

Thatched Barn Cottage

Acorn Cottage

Retained access to farmland for maintenance and management

Ancient Woodland 15m buffer

1502 Open Space 773m²

Amenity Greenspace 946m²

Northern Drainage Basin 1437m² (inc.within open space area)

Park Land Open Space 2 526m²

Millfields Farm Cottages

Millfield Rise

Millfields

Elsinore

Croft Garden

Blackwells

Lindcroft

Millfield House

Millfield Co

Area of ecological enhancement with no public access

Indicative route of shallow swale

LAP 224m² (exc.from principal green space area)

Southern Drainage Basin 1016m² (inc.within open space area)

Principal Green Space 12641m²

[redacted]

[redacted]

[redacted]

Retained access to farmland for maintenance and management

Amenity

Natural Green Space

Principal Green Space = 12,641m²

Frontage Open Space = 533m²

Boundary Open Space = 174m² (

1502 Open Space = 773m² (

Green Gap Open Space= 328m² (

Parks and Gardens

Parkland Open Space 1 = 917m² (

Parkland Open Space 2 = 526m² (

Play Provision

LAP = 224m² (

TOTAL = 17,062m² (1.706ha)

Note: This calculation does not include farm accesses and incidental open space which forms landscape buffers to the site boundaries. SUDs features are included within the natural green space.

Key

Open Space

F	30.07.24	Fence added to play area	KA SLG
E	30.07.24	Amended to suit layout	KA SLG
D	26.04.24	Amended client's name	KA SLG
C	25.04.24	Amended boundary	KA SLG
B	25.04.24	Amended boundary	KA SLG
A	22.04.24	Amended to suit layout	KA SLG
Rev	Date	Revision Details	Dr Ch

ECE Architecture

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Bristol: Wellsprings, Beacon Tower, Colston Street, Bristol, BS1 4XE
T 0117 214 1191 E bristol@eceuk.com

Client's Name
Stonebond Properties (Guildford) Limited

Job Title
Land at Millfields Farm, Rusper, West Sussex

Drawing Title
Proposed Open Space

Scale
1:500 @ A0 / 1:1000 @ A2

Drawn	Checked	Date
KA	SLG	12.03.24

Job No	Drawing No	Rev
7288	PL-07	F

Status
APPROVAL

APPENDIX 4

PROPOSED SITE LAYOUT PLAN

EAST STREET
122.2m
115.7m
117.5m
113.3m
Sweet Briar
Grianan
Siar Cottages
Orchards
Woodbury
Hills Place
HORSHAM ROAD
COOKS MEAD
COOKS MEADOW
Millfield Rise
Millfields
Elsinore
Millfields Farm Cottage
Millfield House
Millfield Cottage
Conifer Cottage
Oaks Cottage
Acorn Cottage
Tha Co
Sinks
Pond
Projected access position as per previous scheme
Land between fenceline and Title Plan
Planting buffer
1m wide service strip
Open space positioned adjacent to existing path
Connection to existing footpath
Existing tree T11 retained within open space
Indicative route of shallow swale connecting to existing drainage ditch
Open Space
Retained access to farmland for maintenance and management
Ancient Woodland 15m buffer
Electricity Substation in built structure with black weatherboarding and hedge to screen from horse
Footpath 1502 within landscaping
Planting adjacent to 14 Cooks Meadow
Existing access to be used for pedestrian, cycle and emergency access only with the exception of Millfields Farm Cottage
Shared surface connection to existing access for emergency access only
Unallocated parking spaces for 1-bed dwellings only
SuDs feature to civil engineers drawings
Pipe connection to civil engineers drawings
Public footpath 1501 diverted within open space
Amenity Grassland
Public seating area at neighbourhood plan view point
Indicative route of shallow swale
Retention of 1502 public footpath
Play Area
SuDs feature to civil engineers drawings
Road embankment
Public open space located to east and southeast of site to ensure appropriate relationship to rural edge
Retained access to farmland for maintenance and management
Path (um)
Indicative route of shallow swale to connect into ditch below Ancient Woodland
[redacted]
[redacted]
[redacted]
N

CDM 2015 Health & Safety Information
This information relates only to significant hazards identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

Notes: Route of surface water swale indicative, please refer to Civil Engineers drawings. Landscaping indicative, please refer to Landscape Architect drawings.

Accommodation Schedule

Open Market Provision [21 dwellings - 48.8%]
7no. 2-Bedroom Houses
9no. 3-Bedroom Houses
5no. 4-Bedroom Houses

Affordable Provision [22 dwellings - 51.2%]
Affordable Rent [10 dwellings - 68.2%]
3no. 1-Bedroom Houses
1no. 2-Bedroom Houses
6no. 3-Bedroom Houses
1no. 4-Bedroom Houses

Shared Ownership [5 dwellings - 31.8%]
2no. 2-Bedroom Houses
2no. 3-Bedroom Houses
1no. 4-Bedroom Houses

Affordable Dwellings - Tenure to be Agreed [7 Dwellings - 16.3%]
1no. 1-Bedroom Houses
5no. 2-Bedroom Houses
1no. 4-Bedroom Houses

Total: 43 Dwellings

Car Parking
1.5 car space per 1 bed dwelling
2 car spaces per 2 & 3 bedroom dwellings
3 car spaces per 4 bed dwelling
13 visitor car spaces including 2no. disabled car parking spaces

Key
Affordable Rent
Shared Ownership
Affordable Housing - Tenure to be Agreed
Existing Building Footprints
Existing Horse Training Ring
Existing Vegetation to be Retained

COUNTY COUNCIL
DC/23/1360S/617/8/2025

Stor... Limited
Job Title
Land at Millfields
Rusper, West Su...
Drawing Title
Proposed Site La...
Scale
1:500 @ A0 / 1...
Drawn SLG
Checked AK
Date 09.02.24
Job No 7288
Drawing No PL-04
Rev H
Status
APPROVAL

APPENDIX 5
SITE ACCESS PLAN



FIGURE 1 - PROPOSED EXAMPLE GATEWAY FEATURE

RIGHT HAND VISIBILITY SPLAY 2.4m X 60m
FOR ONE STEP BELOW DESIRABLE MINIMUM
SSD AT 85th PERCENTILE SPEED OF 36mph

LEFT HAND VISIBILITY SPLAY 2.4m X 57m
FOR ONE STEP BELOW DESIRABLE MINIMUM
SSD AT 85th PERCENTILE SPEED OF 36mph

PROPOSED EASTERN
EXTENT OF NEW 30MPH
SPEED LIMIT WITH
GATEWAY (SEE FIGURE)

LEFT HAND VISIBILITY
SPLAY 2.4m X 43m
FOR 30MPH SPEED LIMIT

RIGHT HAND VISIBILITY
SPLAY 2.4m X 43m
FOR 30MPH SPEED LIMIT

FORWARD VISIBILITY SPLAY
FROM 40MPH TO 30MPH ZONE

OF WAY
ATH

EAST STREET

115.7m

107.3m

Woodbury

Conifer Cottage

Oaks Cottage

Gate Cottage

Thatched Barn Cottage

Red Barn Cottage

Track

DO NOT SCALE

KEY

- SITE BOUNDARY
- PUBLIC RIGHT OF WAY
- DESIGNATED FOOTPATH FOR PEDESTRIANS
- HIGHWAY BOUNDARY
- PROPOSED SPEED LIMIT GATEWAY

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REV	DATE	BY	DESCRIPTION	CHK	APP
P04	25/04/2024	DC	UPDATED MASTERPLAN		
P03	21/03/2024	DC	SPEED LIMIT EXTENDED		
P02	06/02/2024	PS	SECOND ISSUE		
P01	21/12/2023	PS	FIRST ISSUE		

DRAWING STATUS: S0 - WORK IN PROGRESS

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wsp.com

CLIENT: STONEBOND PROPERTIES (GUILDFORD) LIMITED

ARCHITECT: ECE ARCHITECTURE

SITE/PROJECT: LAND AT MILLFIELDS FARM, RUSPER, WEST SUSSEX

TITLE: PROPOSED SITE ACCESS

SCALE @ A1	CHECKED	APPROVED
1:200	RA	DD

PROJECT NO.	DESIGNED	DRAWN	DATE
70116686	CD	CD	April 24

DRAWING No: 70116686-SK-001 REV: P04

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[redacted]

[redacted]

[redacted]

APPENDIX 6

SITE AND ASSOCIATED ACCESS PLAN

DO NOT SCALE

KEY

- SITE BOUNDARY
- PUBLIC RIGHT OF WAY
- PROPOSED PEDESTRIAN CROSSING WITH DROPPING KERBS
- KEY DESTINATIONS
- EXISTING PEDESTRIAN FOOTWAY
- HIGHWAY BOUNDARY
- PROPOSED PEDESTRIAN FOOTWAY
- FENCING EXTENTS
- VEGETATION EXTENTS
- ASSUMED 6M HIGHWAY EXTENTS
- PROPOSED SPEED LIMIT GATEWAY

PROPOSED PEDESTRIAN CROSSING WITH DROPPING KERBS WITH 43m VISIBILITY SPLAYS IN BOTH DIRECTIONS

LEFT HAND PEDESTRIAN VISIBILITY SPLAY 40m WITH 1m OFFSET FROM KERBLINE

RIGHT HAND PEDESTRIAN VISIBILITY SPLAY 43m WITH 1m OFFSET FROM KERBLINE

RIGHT HAND PEDESTRIAN VISIBILITY SPLAY 33m WITH APPROX. 1m OFFSET

PROPOSED PEDESTRIAN CROSSING WITH DROPPING KERBS WITH 1M KERBLINE OFFSET

RIGHT HAND VISIBILITY SPLAY 2.4m X 60m FOR ONE STEP BELOW DESIRABLE MINIMUM SSD AT 85th PERCENTILE SPEED OF 36mph

LEFT HAND VISIBILITY SPLAY 2.4m X 57m FOR ONE STEP BELOW DESIRABLE MINIMUM SSD AT 85th PERCENTILE SPEED OF 36mph

PROPOSED EASTERN EXTENT OF NEW 30MPH SPEED LIMIT WITH GATEWAY (SEE FIGURE)

PROPOSED PEDESTRIAN CROSSING WITH DROPPING KERBS

LEFT HAND PEDESTRIAN VISIBILITY SPLAY 43m

LEFT HAND PEDESTRAIN VISIBILITY SPLAY 43m

PUBLIC RIGHT OF WAY 1502 - FOOTPATH

LEFT HAND VISIBILITY SPLAY 2.4m X 43m FOR 30MPH SPEED LIMIT

RIGHT HAND VISIBILITY SPLAY 2.4m X 43m FOR 30MPH SPEED LIMIT

FORWARD VISIBILITY SPLAY FROM 40MPH TO 30MPH ZONE

EXTENDED RIGHT HANDED ACHIEVABLE PEDESTRIAN VISIBILITY SPLAY 122M DUE TO COOKS MEADOW RESTRICTION

VISIBILITY SPLAY ORIGIN OFFSET 1M FROM KERBLINE

35M RIGHT HAND VISIBILITY SPLAY - RAISED TABLE ASSUMED TO REDUCE SPEEDS TO MAXIMUM 26MPH BASED ON LTN 1/07 GUIDANCE

LEFT HANDED PEDESTRIAN VISIBILITY SPLAY 43m FOR 30MPH

MAXIMUM 75MM VERTICAL DEFLECTION FROM RAMP

PUBLIC RIGHT OF WAY 1501 - FOOTPATH

SUFFICIENT SPACE FOR BUS ON RAISED SURFACE

PUBLIC RIGHT OF WAY - ROUTE WILL BE UPGRADED WITH A BOUNDED SURFACE

PROPOSED UNCONTROLLED PEDESTRIAN CROSSING WITH DROPPING KERBS IN LINE WITH GUIDANCE ON THE USE OF TACTILE PAVING SURFACES

CARRIAGEWAY WIDTH RETAINED IN CURRENT ALIGNMENT

1M SEPARATION BETWEEN RAISED TABLE AND DRIVEWAY

RIGHT HANDED PEDESTRIAN VISIBILITY SPLAY 43m FOR 30MPH

APPROXIMATE LOCATION OF 1 - 2 MILLFIELDS DRIVEWAY

PUBLIC RIGHT OF WAY - ROUTE WILL BE UPGRADED WITH A BOUNDED SURFACE

LEFT HANDED PEDESTRIAN VISIBILITY SPLAY 43m FOR 30MPH

[redacted]

[redacted]

[redacted]

REV	DATE	BY	DESCRIPTION	CHK	APP
P02	25/04/2024	CD	UPDATED WITH		
P01	21/03/2024	CD	FIRST ISSUE		

DRAWING STATUS: S0 - WORK IN PROGRE

[redacted]

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wsp.com

CLIENT: STONEBOND PROPERTIES (GUILDFORD) LIMITED

ARCHITECT: ECE ARCHITECTURE

SITE/PROJECT: LAND AT MILLFIELDS FARM, RUSPER, WEST SUSSEX

TITLE: SITE PLAN AND ASSOCIATED ACCESS

SCALE @ A1	CHECKED	APPROVED
1:1000	RA	DD

PROJECT NO	DESIGNED	DRAWN	DATE
70116686	CD	CD	April 24

DRAWING No: 70116686-SK-002

REV: P02

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0 1:500 25 metres

[redacted]

File name: C:\USERS\L.KORDAY.WSP1\DESKTOP\70116686-MILLFIELDS FARM, RUSPER - (S1 MP)_DRAWINGS\A4_ANY\A0 CYCLING STRUTEGY\A01-SECONDARY ACCESS.DWG, plotted on 25 April 2024 11:35:36 by Chris Calleri

APPENDIX 7

BIODIVERSITY GAIN SITE PUBLIC OPEN SPACE LAND PLAN

PH

EAST STREET

122.2m

115.7m

Sweet Briar

Star Cottages

Grianan

Orchards

Woodbury

Hills Place

Conifer Cottage

Oaks Cottage

Tha Co

Acorn Cottage

117.5m

HORSHAM ROAD

COOKS MEAD

COOKS MEADOW

113.3m

Millfield Rise

Millfields Farm Cottage

Millfields

Elsinore

Millfield House

Millfield Cottage

Path (um)

Sinks

Pond

CDM 2015 Health & Safety Information

This information relates only to Significant Hazards identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

CDM: Significant services crossing site including foul drainage and overhead electrical cables.

Notes. Route of surface water swale indicative, please refer to Civil Engineers drawings. Landscaping indicative, please refer to Landscape Architect drawings.

Key

Management Boundary

Biodiversity Gain Site
Public Open Space Land

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ECE Architecture

Stonebond Properties (Guildford) Limited

Land at Millfields Farm, Rusper, West Sussex

Biodiversity Gain Site Public Open Space Land

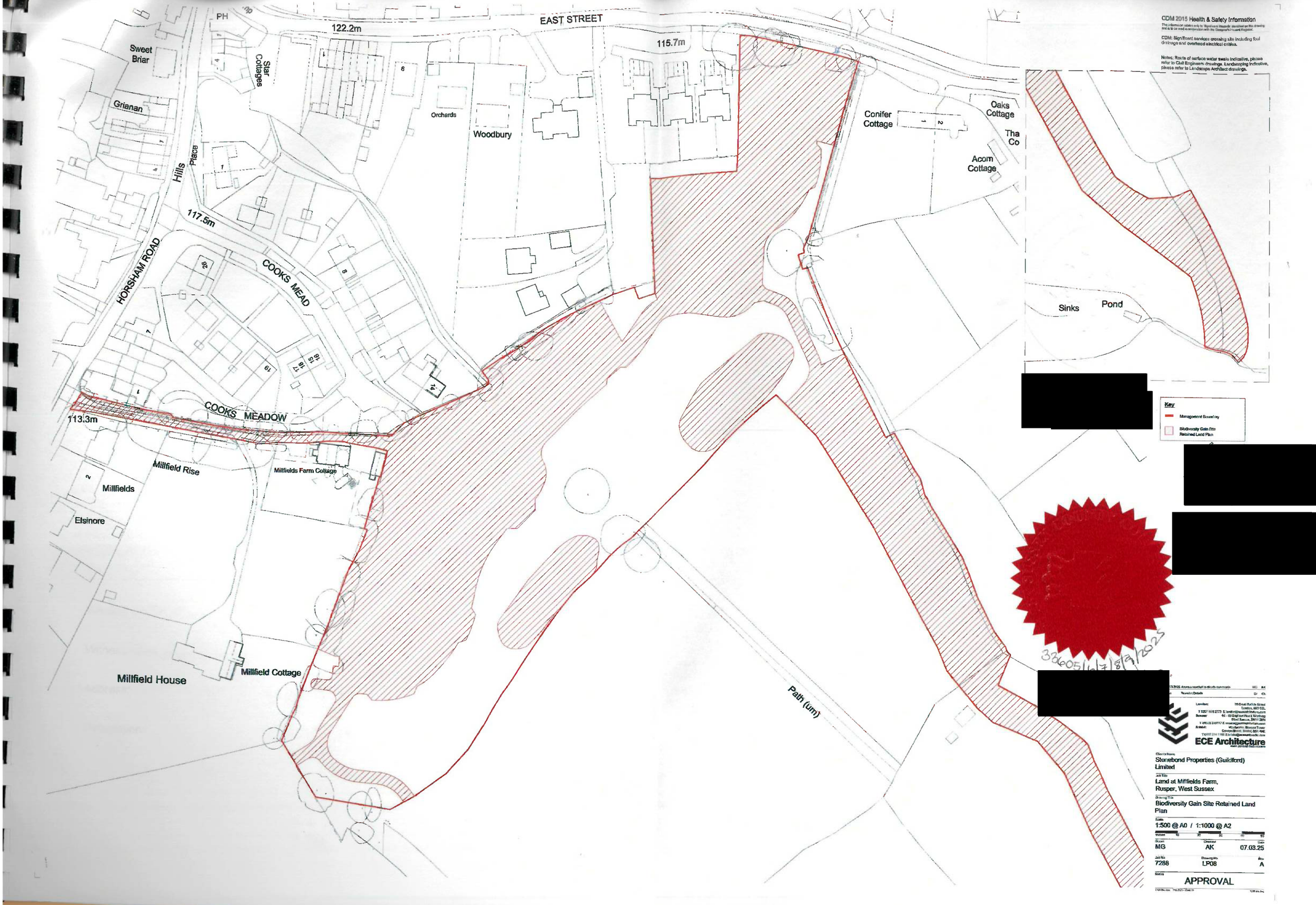
1:500 @ A0 / 1:1000 @ A2

MG	AK	07.03.25
7288	LP07	A

APPROVAL

APPENDIX 8

BIODIVERSITY GAIN SITE RETAINED LAND PLAN


EAST STREET
122.2m
115.7m
117.5m
113.3m
PH
Sweet Briar
Star Cottages
Grianan
Hills Place
Orchards
Woodbury
Conifer Cottage
Oaks Cottage
Tha Co
Acorn Cottage
HORSHAM ROAD
COOKS MEAD
COOKS MEADOW
Millfield Rise
Millfields
Millfields Farm Cottage
Etsinore
Millfield House
Millfield Cottage
Path (um)
Sinks
Pond
CDM 2015 Health & Safety Information
CDM: Significant services crossing site including foul drainage and overhead electrical cables.
Notes: Route of surface water swale indicative, please refer to Civil Engineers drawings. Landscaping indicative, please refer to Landscape Architect drawings.
Key
Management Boundary
Biodiversity Gain Site Retained Land Plan
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
386051 6/7/8/9/2023
ECE Architecture
Client Name
Stonebond Properties (Guildford) Limited
Job Title
Land at Millfields Farm, Rusper, West Sussex
Drawing Title
Biodiversity Gain Site Retained Land Plan
Scale
1:500 @ A0 / 1:1000 @ A2
Drawn MG
Checked AK
Date 07.03.25
Job No 7288
Drawing No LP08
Rev A
Status
APPROVAL

IN WITNESS whereof this Agreement has been duly executed as a deed the day and year first before written

THE COMMON SEAL of)
HORSHAM DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:)

[redacted]

Authorised signatory

THE COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL)
was hereunto affixed in the)
presence of:)

[redacted]

Authorised signatory

33605/6/9/18/9/2025

EXECUTED as a **DEED**)
by **STONEBOND PROPERTIES (GUILDFORD)**)
LIMITED acting by a director:)
in the presence of:

[redacted]

Director

Witness signature: [redacted]

Witness name (BLOCK CAPS): EMMA WARD

Address: [redacted]

Occupation: SURVEYOR

EXECUTED as a **DEED**)
by **EARL HOUSE PARTNERSHIP**)
LTD acting by a director:)
in the presence of:

[redacted]
ANNA LEWIS
Director

Witness signature: [redacted]

Witness name (BLOCK CAPS): MARTIN REEL

Address: [redacted]

Occupation: RETIRED

EXECUTED as a **DEED**)
by **COLIN ANDREW LEWIS**)
)

[redacted]
COLIN ANDREW LEWIS

in the presence of: [redacted]

Name of witness MARTIN REEL

Address of witness [redacted]

EXECUTED as a **DEED**)
by **ANNA VICTORIA LEWIS**)
)

[redacted]
ANNA LEWIS

in the presence of: [redacted]

Name of witness MARTIN REEL

Address of witness [redacted]