ITPS Independent Town Planning Services

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KCP/IT382/wjs

6th August 2024

Planning Received
15 AUG 2024
Name:
Ref:

For the attention of Tamara Dale

Horsham District Council
Parkside
Chart Way
HORSHAM
RH12 1RL

Dear Ms Dale

Re: Proposed Revised Application under Regulation 77 of the Conservation of Habitats & Species Regulation 2017
At Copsale Stables, Copsale Road, Copsale, West Sussex, RH13 6QU

Matters for consideration

By Decision Notice dated 3rd February 2022 Prior Approval was granted under reference DC/21/2590 for the conversion of an existing agricultural building to a residential dwelling.

In granting this permission a **note to the applicant** advised that it is a Condition of Permitted Development (Article 3 (1)) of the Town & Country Planning (General Permitted Development) (England) Order 2015 as amended that development likely to have a significant effect on a European site *must not begin* until an Application has been made to Natural England for its opinion as to whether the development is likely to have a relevant effect.

An Application under Regulation 77 of the Conservation of Habitats & Species Regulation 2017 in respect of the Prior Approval Consent DC/21/2590 was registered with the District Planning Authority on 9th March 2023, reference HRA/23/0004.

In making this Application a Water Neutrality Statement prepared by Falcon Energy Limited was submitted as evidence and approval of the Local Planning Authority in consultation with Natural England sought.

Approval was subsequently granted on the 27th July 2023 and is supported by a completed Section 106 Agreement dated 26th July 2023.

In accordance with Clause 7.1.1 of the completed Section 106 Agreement the Council were served the requisite Commencement Notice advising that the works involving the conversion of the former agricultural building were to commence on Monday 14th August 2023.

As background in giving consideration to the Regulation 77 Application the legal agreement entered into under Section 106, secured mitigation and offsetting measures to ensure that the development would not have any adverse effect on the integrity of the Arun Valley SAC/Ramsar site.

The Application

Whilst the proposed strategy set out within the Water Neutrality Statement has been undertaken including the insulation of dual flush toilets, low flow taps, low flow showers and water efficient white goods involving the conversion property, the proposal to retrofit the property at Holmcroft which is situated off Copsale Road close to the Application site has encountered a number of issues.

The suggested water efficient fixtures and fittings for Holmcroft are not considered to be practically achievable and, therefore, Motion were appointed to prepare a revised strategy that can be feasibly implemented.

Having regard to this position a second Application under Regulation 77 of the Conservation of Habitat & Species Regulation 2017 in respect of Prior Approval Consent DC/21/2590 is now submitted for consideration together with that of Natural England. This proposes that the strategy put forward by Motion is substituted for that originally set out for the property Holmcroft and prepared by Falcon Energy.

In essence the strategy now prepared by Motion it is considered can be feasibly and reasonably implemented, it proposes a Water Credit System as part of an Off Setting Scheme which has been made available by Sussex Water Neutrality. The Credits are available through a Offsetting Scheme that includes retrofitting water efficient fixtures and fittings to HMO's in Crawley Borough that reduces total water use from taps and showers.

The site in question is located at 73 Ditchling Hill, Southgate, Crawley and will be used to fully offset the main water requirements of the development undertaken at Copsale Stables. In essence the property at 73 Ditchling Hill, Southgate is being exchanged for the original property known as Holmcroft.

To aid and assist the Planning Authority in its consideration of this Regulation 77 Application a draft Planning Obligation by way of a Unilateral Undertaking under Section 106 of the Town & Country Planning Act 1990 is submitted. This document in the main is virtually identical to the 106 Agreement that was completed by the Parties on 26th July 2023.

The changes that are principally made are:

1. The Off Setting Land Owner is now Kevin James Shaw of 73 Ditchling Hill, Southgate, Crawley, West Sussex, RH11 8QL and replaces Zoe Nugent of Holmcroft, Copsale Road, Copsale, Horsham, West Sussex, RH13 6QU.

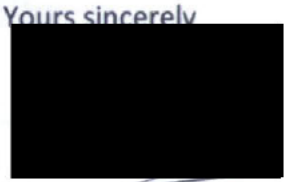
2. The Mortgagee/Fleet Mortgages Limited are added to the Agreement as this Company possesses a Charge over the Off Setting property.

3. The Off Setting land is now 73 Ditchling Hill, Southgate, Crawley, West Sussex rather than land at Holmcroft, Copsale Road, Copsale, Horsham, West Sussex.

4. The Water Neutrality Statement now makes reference to Motion rather than Falcon Energy although for reasons unknown the document completed actually refers to a Statement prepared by SGS Civils Limited. The document, however, which appears at Schedule 3 is that undertaken by Falcon Energy.

In all other aspects the Section 106 Agreement is identical, the draft that we have prepared we would respectfully ask the District Council Legal Services Team to give due consideration to and accept.

Yours sincerely



K C Potts
Independent Town Planning Services

DOCUMENTS SUBMITTED FOR CONSIDERATION

1. The Water Neutrality Statement prepared by Motion dated 30th July 2024.

2. Draft Planning Obligation by way of a Unilateral Undertaking under Section 106 of the Town & Planning Act 1990.

3. Supporting Application documentation for the site, Copsale Stables, Copsale Road, Copsale, West Sussex, RH13 6QU.

Technical Note 1: Water Neutrality Statement

Site:	Copsale Barn, Copsale Road, RH13 6QU
Prepared by:	Ella Harrop
Approved by:	Phil Allen
Date:	31st July 2024

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Guildford
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1.0 Introduction

1.1 Following the issue of Natural England's (NE's) Position Statement on Water Neutrality within the Sussex North Water Supply Zone (SNWSZ) all new, reserved matters, conditions discharge and Section 73 planning applications within the SNWSZ must provide a Water Neutrality Statement (WNS). The SNWSZ covers part of Horsham District, as well as parts of the neighbouring Chichester, Arun and Crawley Districts. A plan showing the supply area can be found in **Appendix A** and NE's Position Statement can be found in full within **Appendix B.**

1.2 Prior Approval consent (DC/21/2590) was granted on 13th March 2022 for the proposed conversion of an agricultural building to a two-bedroom residential dwelling at Copsale Barn, Copsale Road, RH13 6QU.

1.3 A WNS was initially prepared by Falcon Energy Services in support of this development. The WNS was approved by Horsham District Council (HDC) in July 2023, but the strategy (particularly the suggested water efficient fixtures and fittings) was not considered practical by the client. As such Motion has been appointed to prepare a revised strategy that can be feasibly implemented.

1.4 Therefore, to satisfy NE's and HDC's requirements on water neutrality, this WNS will set out the following:

- The baseline, existing water demand for the development site;
- Whether there will be a change in water demand as a result of the proposed development;
- What water demand reduction measures, such as the fitting of water efficient fixtures and fittings and rainwater harvesting, will be used;
- Whether the proposed development will be water neutral, and;
- Whether any further offsetting measures to meet proposed water demand are required.

2.0 Background

2.1 The development is located at Copsale Barn, Copsale Road, RH13 6QU. The site formerly consisted of a stable block building that has now been converted.

2.2 The permission granted the conversion of a stable block building into a single two-bed dwelling, which, as described above, has received Prior Approval consent from HDC.

3.0 Baseline Calculations

3.1 The current site is not served by any water facilities and, therefore, the existing baseline water usage for the site is zero litres/day.

4.0 Additional Demand

4.1 The proposed development will provide a single two-bed dwelling. The occupancy levels for the development have been drawn from local census data (as recommended by HDC in their water neutrality methodology guidance) and this is summarised in Table 4.1, on the next page:

1-bedroom	2-bedroom	3-bedroom	4-bedroom
1.32	1.88	2.47	2.86

Table 4.1 – Average district occupancy levels per dwelling size

4.2 Therefore, the proposed two-bedroom dwelling will have a census-based occupancy of 1.88 people.

4.3 The mains water demand of the new dwelling will need to comply with Paragraph 2 of Schedule F1 of Building Regulations 2010, which states that "*the potential consumption of wholesome water by person occupying a new dwelling must not exceed 125 litres per person per day*".

4.4 A water calculation in accordance with Buildings Regulations Part G has been carried out and confirms that the proposed dwelling can achieve a water consumption of 94.31 litres/person/day, which includes an allowance of five litres/person/day for external water usage. A copy of the Part G calculation can be found in **Appendix C** and is summarised in Table 4.2, below. A copy of the fixture and fittings specifications required to achieve the below overall water usage can be found in **Appendix D**.

	Total Water Usage (l/p/day)
WC (full flush)	5.84
WC (part flush)	5.92
Taps (Excluding Kitchen)	11.06
Shower	44.80
Kitchen Taps	13.00
Washing Machine	13.02
Dishwasher	4.50
Total	**98.14**
Normalisation Factor	0.91
Total	**89.31**
External Water Usage	5.00
Total	**94.31**

Table 4.2 – Water Usage

4.5 The water consumption figure of 94.31 litres/person/day from Table 4.2 must be multiplied by the population of the proposed development to calculate what the future water demand will be for the development.

4.6 With a census-based population of 1.88 persons and a daily water consumption per person of 94.31 litres, the overall water consumption of the proposed development is calculated to be 177.30 litres/day.

4.7 Therefore, the development of the site represents a net increase in water demand of 177.30 litres/day within the SNWSZ.

4.8 As the baseline water usage on the site is nil, offsetting measures will be required to make the development water neutral.

5.0 Offsetting Measures

5.1 To ensure the development can demonstrate water neutrality in accordance with the NE Position Statement, a total water demand of 177.30 litres per day must be offset.

5.2 It is proposed to offset the development's water demand of 177.30 litres against the 'Sussex Water Neutrality' offsetting scheme[1]. Details of the offsetting scheme can be seen in **Appendix E** but, in summary, the scheme will reduce water consumption across a network of Houses of Multiple Occupancy (HMO's) in Crawley Borough. The water savings that are being realised in this scheme a being made available as a system of credits for other schemes, such as the one that is the subject of this WNS that do not have the facility to offset their water use within their own site boundary.

5.3 The HMO that is to be used to offset the proposed development Copsale Barn is that at 73 Ditchling Hill, Southgate, Crawley, RH11 8QL.

5.4 73 Ditchling Hill is a six-bedroom HMO that is fully occupied with a current population of six people. Within the HMO is a communal kitchen that it used by all six occupants. There are two bathrooms, and the first bathroom (Bathroom One) is used by four occupants and the second bathroom (Bathroom Two) is used by two occupants.

Flow Survey to Establish the Baseline Water Use

5.5 A flow survey was undertaken in April 2024 to determine the existing water usage of the HMO at 73 Ditchling Hill. A copy of the flow survey can be found in **Appendix F**.

5.6 Noting that the bathrooms are shared, two Part G calculations have been prepared. The first Part G calculation represents the water use of the four occupants sharing Bathroom One and a second Part G calculation represents the water use of the two occupants sharing Bathroom Two. As noted above, the kitchen facilities and the washing machine are used by all occupants, thus this aspect of the Part G calculation remains the same across both calculations.

5.7 A Part G calculation for Bathroom One (and communal areas) based on the flow survey data gives a total water consumption figure of 148.47 litres/person/day, which includes an allowance of 5 litres per person per day for external water usage. Across the population of four people that use Bathroom One, this equates to a total water consumption of 593.88 litres/day.

5.8 The Part G calculation for Bathroom Two (and communal areas) based on the flow survey data gives a water consumption of 102.97 litres/person/day, which includes an allowance of 5 litres per person per day for external water usage. Across the two people that use Bathroom Two, this equates to a total water consumption of 205.94 litres/day.

5.9 A copy of the Part G calculations for both bathrooms can be found in **Appendix G**.

5.10 Following the flow survey and the Part G Calculations, it shows that the total water consumption at the HMO at 73 Ditchling Hill is currently 799.82 litres/day. This forms the baseline figure against which water savings on the property must be compared.

Water Reduction Measures

5.11 It is proposed to reduce the water consumption at the HMO at 73 Ditchling Hill through installing a system of flow restricting valves on the fixtures and fittings in the property. The flow restricting valves are permanently fitted to the basin and kitchen taps and showers and become part of the brass fittings once installed. They achieve the same as installing new fixtures and fittings with low flow rates.

5.12 The use of water-saving valves to achieve offsetting and water neutrality has been accepted in principle by NE and HDC because it underpins the accepted Sussex Water Neutrality Scheme, but also specifically on planning applications such as DC/24/0907, where the use of flow restricting valves on the fixtures and fittings has been accepted as a means of reducing water consumption (and the thus is a suitable solution for the current site).

[1] https://sussexwaterneutrality.co.uk/

5.13 In addition to the flow restricting valves, the bath taps in Bathroom One will be disconnected and removed so that the bathtub will act as a shower tray. The overflow will also be lowered so the bathtub cannot be used as such, eliminating this aspect of water demand from the property.

Reduced Water Demand

5.14 A Part G water calculation inclusive of the savings offered by the flow-restricting valves has been carried out and this confirms that the four people in the property using Bathroom One can reduce their water consumption to 92.01 litres/person/day and the two people using Bathroom Two can reduce their water consumption to 86.91 litres/person/day. These figures include an allowance of five litres/person/day for external water usage and a copy of the two Part G calculations can be found in **Appendix H** and are summarised in Tables 5.1 and 5.2, below.

Fixture	Capacity/Flow Rate	Water Usage (l/p/day)
WC (Dual Flush)	6.0	8.76
WC (Dual Flush)	3.0	8.88
Taps (excluding kitchen)	3.5	7.11
Shower (only)	8.0	44.80
Kitchen Sink	5.0	12.56
Washing Machine	6.43	13.50
Total Calculated Use		95.61
Normalisation Factor		0.91
Total Water Consumption		87.01
External Water Use		5.00
Total Water Consumption (Part G)		92.01

Table 5.1 – Offsetting Water Usage: Bathroom One

Fixture	Capacity/Flow	Water Usage
WC (Dual Flush)	6.0	8.76
WC (Dual Flush)	3.0	8.88
Taps (excluding kitchen)	3.5	7.11
Shower Only	7.0	39.20
Kitchen Sink	5.0	12.56
Washing Machine	6.43	13.50
Total Calculated Use		90.01
Normalisation Factor		0.91
Total Water Consumption		81.91
External Water Use		5.00
Total Water Consumption (Part G)		86.91

Table 5.2 – Offsetting Water Usage: Bathroom Two

5.16 Using the calculated water-efficient consumption figures of 92.01 litres/day across four people and 86.91 litres/day across two people, the resultant total water consumption for the HMO at 73 Ditchling Hill will be 541.85 litres per day.

Summary

5.17 The baseline water usage at the HMO at 73 Ditchling Hill was measured and calculated as 799.82 litres/day. Following the incorporation of the water saving mechanisms described above, the total daily water usage of the property will be reduced to 541.85 litres. This will provide a water saving within the SNWSZ of 257.97 litres/day.

5.18 As described above, the water savings made against the HMO's in Crawley Borough are being made available by Sussex Water Neutrality as a system of credits, where one credit is equal to one litre. Therefore, 257 credits have been made available from the water savings at 73 Ditchling Hill.

5.19 As stated in Section 4 of this WNS, the development represents an increase in water demand within the SNWSZ of 177.30 litres per day. The proposed development will consequently purchase of 185 credits from Sussex Water Neutrality, which will be sufficient for the development at Copsale Barn to be water neutral (178 credits are being purchased to guarantee water neutrality and a further 5% are being purchased as a buffer that ensures the proposed development will be water neutral).

6.0 Summary and Conclusions

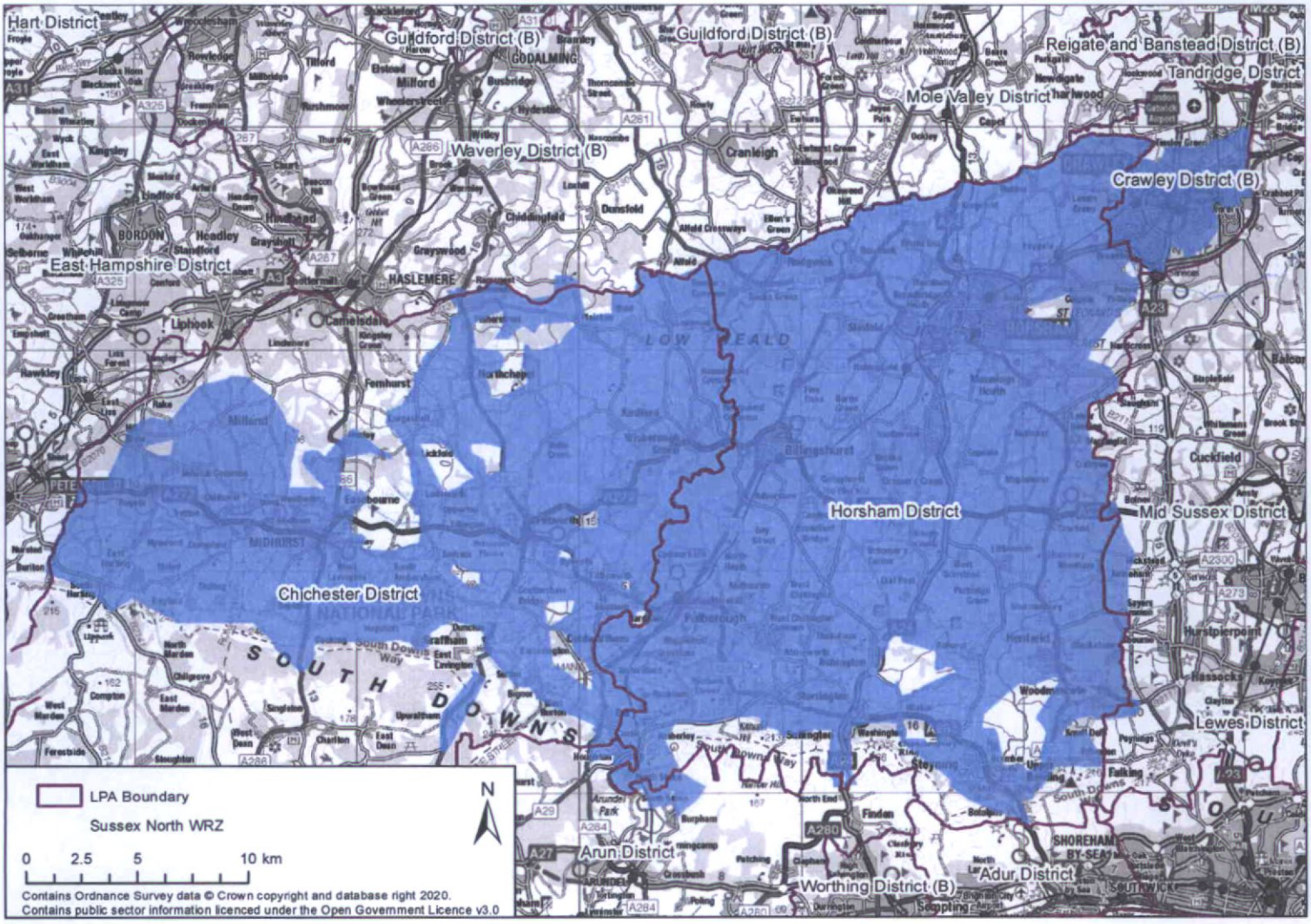
6.1 This WNS sets out the baseline water demand for the proposed development at Copsale Barn and the offsetting measures that are being employed to ensure that the proposed development, which represents an increase in water demand of 177.30 litres/day over the baseline position, will be water neutral.

6.2 The proposed development at Copsale Barn will purchase a total of 185 credits as part of the offsetting scheme made available by Sussex Water Neutrality. The credits are being made available through a scheme that is retrofitting water efficient fixtures and fittings to HMO's in Crawley Borough that reduce total water use from taps and showers. The improvements at an HMO at 73 Ditchling Hill, Southgate, Crawley will be used to fully offset the mains water requirement of the proposed development at Copsale Barn and, by doing this, there will be no additional mains water demand within the SNWSZ as a result of the development.

6.3 In conclusion, this WNS confirms that the proposed development will be water neutral once complete and water neutrality should not form an impediment to the Prior Approval application for the conversion of an agricultural building to a two-bedroom residential dwelling at Copsale Barn.

Appendix A

Sussex North Water Supply Zone Map


Hart District
Guildford District (B)
Guildford District (B)
Reigate and Banstead District (B)
Tandridge District
Mole Valley District
Waverley District (B)
Crawley District (B)
East Hampshire District
Horsham District
Mid Sussex District
Chichester District
Lewes District
Arun District
Adur District
Worthing District (B)
LPA Boundary
Sussex North WRZ
0 2.5 5 10 km
N
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Appendix B

Natural England's Position Statement

NATURAL ENGLAND

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.**

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Appendix C

Proposed Part G Calculations

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)	6	1.58	1.58	11.06
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	6	0.44	10.36	13.00
Washing Machine	6.2	2.1		13.02
Dishwasher	1.25	3.6		4.50
Total calculated use (litres/person/day)				98.14
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				89.31
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				94.31

Mains Water	94.31	litres/person/day
Total	94.31	litres/person/day

	Number of units	Census	Population	Mains Water Usage		
1 x 2-bed	1	1.88	1.88	177.30		
Totals	1		1.88	177.30	177.30	litres/day

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Appendix D

Proposed Fixtures and Fittings Specification

Fixtures and Fittings - Part G Specifications

Item	Capacity/Flow rate	Overview
WC (Dual Flush)	4/2 litres	Dual flush 4/2L WC cistern with bottom inlet for compact back to wall Rimless toilet
Basin Tap	6 litres/minute	Blanco Peak Monobloc Mixer Eco 6 Litre Min FlowTap
Shower	8 litres/minute	Ideal Standard L6961 Flow regulator, shower valve, 8 litres per minute
Kitchen Sink	6 litres/minute	Blanco DARAS Eco Flow 6L Eco Kitchen Tap

Appendix E

Summary of Sussex Water Neutrality Offsetting Scheme

Sussex Water Neutrality Offsetting Scheme

Developer and Water Credit Allocation

Property	Total Number of Credits	Developer	Planning Reference	Number of Credits Used	Remaining Credits
15 Aintree Road	265	Mr Kevin Shaw	DC/24/0511	265	0
112 Weald Drive	188	Weetman (Lurgashall) Limited	SDNP/23/03365/FUL	170	18
118 Weald Drive	597	Wildgoose (UK) Ltd	TBC	597	0
124 Brighton Road	294	Wildgoose (UK) Ltd	TBC	291	3
73 Ditchling Hill	257	Mr Keith Potts	DC/19/2477	185	72
			Total Allocated Credits	1,508	
			Total Remaining Credits		93

Appendix F

Flow Survey Results for 73 Ditchling Hill

Residential Flow Survey

25 Apr 2024 / Kevin Shaw @ 73 Ditchling Hill

Complete

Score	13 / 14 (92.86%)	Flagged items	0	Actions	0

Site conducted	73 Ditchling Hill, Crawley, RH11 8QL
Conducted on	25.04.2024 13:45 BST
Prepared by	Kevin Shaw @ 73 Ditchling Hill
Location	73 Ditchling Hill Crawley England RH11 8QL United Kingdom (51.10493565342937, -0.1939086372170654)
Water Meter Reading	
Type of Property	Terrace
Number of bedrooms	6

Untitled Page	12 / 13 (92.31%)
Kitchen 1	1 / 1 (100%)
- Sink Taps - litres/minute VIDEO REQUIRED	Mixer tap 11Lpm
72E85D1F-4FA6-4B22-9FB9-DA84BE049E6B-video.mov	
- Washing Machine Make & Model - litres/kg dry load PHOTO REQUIRED	Yes
- Dishwasher Make & Model - litres/place setting PHOTO REQUIRED	No
Utility Room/Kitchen 2	1 / 1 (100%)
Is there a utility room/second kitchen?	No
WC	1 / 1 (100%)
Is there a WC?	Yes
- Basin Taps - litres/minute VIDEO REQUIRED	Mixer tap 13Lpm
2 tenants use this as a bathroom	
309A3E1B-7094-4635-944B-1E36D0DD0D8C-video.mov	
- WC - litres PHOTO REQUIRED	Dual Flush



Photo 1

Bathroom 1	1 / 1 (100%)
- Shower Make/Model - litres/minute VIDEO REQUIRED	Thermostatic Mixer 17Lpm
4 tenants use this bathroom	
A3BDE202-F037-4D7F-8820-3A9A4758F407-video.mov	
- Basin Taps - litres/minute VIDEO REQUIRED	Mixer 9Lpm
76D1E3F2-8F1C-4679-A292-F9A9B3F74BA7-video.mov	
- WC - litres PHOTO REQUIRED	Single Flush
Change to dual flush	



Photo 2

Is there a bath?	Yes
Separate Bath	
- Bath and Taps - Measure Bath and litres/minute VIDEO REQUIRED	L1170 W550 D300
Plan to REMOVE BATH	
- Bathroom 2	1 / 2 (50%)
Is there an additional bathroom?	Yes
- Basin Taps - litres/minute VIDEO REQUIRED	N/A
- Shower - litres/minute VIDEO REQUIRED	Electric N/A
- WC - litres PHOTO REQUIRED	
N/A	
Is there a bath?	No
Bathroom 3	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
Bathroom 4	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
Bathroom 5	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
- Bath and Taps - Measure Bath and litres/minute VIDEO REQUIRED	

Other Water uses	1 / 1 (100%)
Are there any other water uses?	No

Media summary



Photo 1



Photo 2

File summary

72E85D1F-4FA6-4B22-9FB9-DA84BE049E6B-video.mov
309A3E1B-7094-4635-944B-1E36D0DD0D8C-video.mov
A3BDE202-F037-4D7F-8820-3A9A4758F407-video.mov
76D1E3F2-8F1C-4679-A292-F9A9B3F74BA7-video.mov

motion

Appendix G

Part G Calculations for 73 Ditchling Hill

Part G Calculation - 73 Ditchling Hill Water Usage (Flow Survey)

Bathroom 1

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	9	1.58	1.58	15.80
Bath (where shower present)	193	0.11		21.23
Shower (where bath present)	17	4.37		74.29
Bath Only		0.5		0.00
Shower Only		5.6		0.00
Kitchen Sink	11	0.44	10.36	15.20
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			157.66
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				143.47
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				148.47

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	4	4	593.88
Totals	1		4	593.88

Part G Calculation - 73 Ditchling Hill Water Usage (Flow Survey)

Bathroom 2

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	13	1.58	1.58	22.12
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	7	5.6		39.20
Kitchen Sink	11	0.44	10.36	15.20
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			107.66
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				97.97
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				102.97

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	2	2	205.94
Totals	1		2	205.94

motion

Appendix H

Part G Calculations for 73 Ditchling Hill Inclusive of Flow-Restricting Valve

Part G Calculation - 73 Ditchling Hill Water Usage (Fixtures and Fittings)

Bathroom 1

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			95.61
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				87.01
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				92.01

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	4	4	368.03
Totals	1		4	368.03

Part G Calculation - 73 Ditchling Hill Water Usage (Fixtures and Fittings)

Bathroom 2

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	7	5.6		39.20
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			90.01
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				81.91
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				86.91

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	2	2	173.82
Totals	1		2	173.82

Dated **2024**

(1) **LEONARD FRANCIS NUGENT**
(2) **ZOE NUGENT**
(3) **KEVIN JAMES SHAW**
(4) **FLEET MORTGAGES LIMITED**
(5) **HORSHAM DISTRICT COUNCIL**

Planning Obligation by way of Unilateral Undertaking

under Section 106 of the Town and Country Planning Act 1990 in respect of Buildings at Copsale Stables, Copsale Road, Copsale, West Sussex, RH13 6QU

DRAFT

This Agreement is made as a deed and dated 2024

Between:

1) **LEONARD FRANCIS NUGENT AND ZOE NUGENT OF JAMESLAND FARM, COPSALE ROAD, COPSALE, WEST SUSSEX, RH13 6QU** ("the owners")

2) **KEVIN JAMES SHAW OF 73 DITCHLING HILL, CRAWLEY, WEST SUSSEX, RH11 8QL** ("the offsetting landowner")

3) **FLEET MORTGAGES LIMITED OF 2ND FLOOR, FLAGSHIP HOUSE, READING ROAD NORTH, FLEET, HAMPSHIRE, GU51 4WP** ("the mortgagee")

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

1. Background & Recitals

Whereas

1.1 The Owners are the registered proprietor with title absolute of the Site registered at HM Land Registry under title numbers WSX175904.

1.2 The Offsetting Landowner is the registered proprietor with the absolute title of the offsetting land registered at HM Land Registry with the title number WSX54403.

1.3 The Mortgagee is a person interested in the Site by virtue of being the proprietor of a registered charge on the Site.

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

1.5 On 3rd February 2022 the Council granted prior approval for the change of use of an agricultural building to a single residential dwellinghouse. The prior approval reference is DC/21/2590.

1.6 As the Application Site is located within the Sussex North Water Supply Zone, the Development is required to demonstrate water neutrality having regard to Habitats Regulations and the need for new developments to not have an impact on the protected sites within Arun Valley, namely Amberley Wild Brooks Site of Special Scientific Interest, Pulborough Brooks Site of Special Scientific Interest and Arun Valley Special Protection Area/Special Area of Conservation and Ramsar site.

1.7 An application under Regulation 77 of the Conservation of Habitats and Species Regulations 2017 has been made to demonstrate how the Development can achieve water neutrality. The Regulation 77 application reference is [HRA REFERENCE].

DRAFT

1.8 Subject to the completion of this Agreement and the planning obligations secured by it, the Council is minded to grant Regulation 77 Consent to enable or the Development to take place.

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

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

1.11 In September 2021 Natural England released the Position Statement which requires that any new development within the SNWSZ must be Water Neutral. The parties agree that the Development must be Water Neutral and the Owner has entered into this Agreement in order to secure the required mitigation and Offsetting Measures in order to bind the Site and the Offsetting Land

1.12 The Owners and the Mortgagee have agreed to enter into this Agreement, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

1.13 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.

DRAFT

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

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

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

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

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

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

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

3 DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended;
"Application"	means the application for prior approval at the Application Site and allocated the reference number DC/21/2590.
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence Development" shall be construed accordingly;
"Commencement Date"	means the date on which the Commencement of the Development occurs;

DRAFT

"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with clause 7.3;
"Development"	means the development of the Site pursuant to the Prior Approval;
"Development Site Plan"	means the plan attached to this Agreement at Schedule 1;
"Monitoring Fee"	means the fee of £400 payable to the Council for monitoring obligations in the Agreement and which is payable under the provisions of regulation 122 of the Community Infrastructure Regulations 2010, section 111 of the Local Government Act 1972 and section of the Localism Act 2011;
"Occupation"	means occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "Occupy" and "Occupied" shall be construed accordingly;
"Occupation Notice"	means the written notice confirming the Occupation Date referred to in clause 7.1.2 and served in accordance with clause 7.3;
"Offsetting Land"	means the land known as 73 Ditchling Hill, Crawley, West Sussex, RH11 8QL which is registered at HM Land Registry under title number WSX54403 and is shown for identification purposes edged red on the Offsetting Land Plan;
"Offsetting Land Plan"	means the plan attached to this Agreement at Schedule 2;
"Offsetting Measures"	means the detailed water saving measures that are to be implemented on the Offsetting Land in order to make the Development Water Neutral;
"Prior Approval"	means the prior approval granted by the Council pursuant to the Application;
"Position Statement"	means the statement dated 14th September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Regulation 77 Consent"	means the consent of the Council given under regulation 77 of the Conservation of Habitats and Species Regulations 2017;

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"Site"	means the land at Copsale Barn, Copsale Road, Copsale, West Sussex, RH13 6QU shown for identification purposes edged red on the Development Site Plan;
"SNWSZ"	means the Sussex North Water Supply Zone from which Southern Water supplies drinking water;
" Water Neutral"	means the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "Water Neutrality" shall be construed accordingly;
"Water Neutrality Statement"	means the statement prepared in support of the Regulation 77 Consent and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation measures to achieve Water Neutrality and prepared on behalf of the owners by Motion dated 31st July 2024 and which appears at Schedule 3;
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1st July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report;
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday or statutory holiday.

4. ENABLING PROVISIONS

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date hereof but the provisions in Schedule 4 and Schedule 5 shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 The Owners and the Offsetting Land Owner covenants with the Council to fully comply with and to perform the obligations contained herein and in Schedules 4 and 5 of this Agreement in accordance with the requirements and timescales set out.

DRAFT

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

7. NOTICES

7.1 The Owners covenant with the Council as follows:

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

7.1.2 to give the Occupation Notice to the Council not less than 14 (fourteen) days before the anticipated Occupation Date.

7.2 The parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner of the Council's determination.

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

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 0900 and 1700 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

The Owners have undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the planning officer fee of £400.

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9. MORTGAGEE'S LIABILITY

Any mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the mortgagee is in possession of all or any part of the Site or the Offsetting Land.

10. GENERAL

The parties undertake that:

10.1 this Agreement constitutes a deed;

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

10.3 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.

10.4 It is hereby agreed by the Owners and the Offsetting Land Owner that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

10.5 The Owners and the Offsetting Land Owner hereby undertake that:

10.5.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

10.5.2 the Owners have not relied on any express or implied statement warranty, representation or undertaking given by or on behalf of the Council; and

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

10.6 The Owners and the Offsetting Land Owner acknowledge that this Agreement will be registered as a local land charge.

10.7 The Owners hereby give consent for the Development Site Plan to be reproduced by the Council.

10.8 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.

10.9 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.

10.10 The obligations in this Agreement (with the exception of clause 8) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Prior Approval:

10.10.1 expires;

10.10.2 is varied or revoked other than at the request of the Owners; or

10.10.3 is quashed following a successful legal challenge.

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

10.12 The Offsetting Land Owner (or any person deriving title to the Offsetting Land from them) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with her interest in the Offsetting Land or such part of the Offsetting Land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

10.14 References to the Site and Offsetting Land include any part of it.

10.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Prior Approval or any modification variation or amendment thereof) granted after the date of the Prior Approval.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owner and the Council concerning anything herein then the provisions of this clause 11 shall apply.

11.2 All differences and disputes which may arise between the parties concerning this Agreement shall be referred to the determination (as an expert and not as an

arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties.

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

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

11.3.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) working days of receipt by the other party thereof;

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

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

11.3.6 give full and clear reasons for his decision; and

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

11.4 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

12. Mortgagee's Consent

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of its charge over the Site shall take effect subject to this Agreement **PROVIDED THAT** the Mortgagee shall have no liability under this Agreement unless it takes possession of the Site or any part of the Site in which case the Mortgagee shall be bound by the provisions of this Agreement as a person deriving title from the Owners.

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13 OWNERSHIP

13.1 The Owners and the Offsetting Land Owner warrant that no person other than the Owner and the Offsetting Land Owner has any legal or equitable interest in the Site or Offsetting Land and that (save for the legal charge in favour of the Mortgagee) it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Agreement and knows of no impediment to the validity of this Agreement.

13.2 The Owners and the Offsetting Land Owner undertake to the Council to give the Council immediate written notice of any change in the ownership of any her interests in the Site and/or the Offsetting Land 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 Site or Offsetting Land purchased by reference to a plan.

14. EXCLUSION

This Agreement shall not be enforceable against any statutory undertaker who has any interest in either the Site or the Offsetting Land.

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

Executed as a Deed by Leonard Francis Nugent

.....

in the presence of:

Signature of witness ....

Name (in BLOCK CAPITALS) .....

Address ....

.....

Executed as a Deed by Zoe Nugent

.....

in the presence of:

Signature of witness ....

Name (in BLOCK CAPITALS) .....
Address ....

.....

Executed as a Deed by Kevin James Shaw

.....

in the presence of:

Signature of witness ....

Name (in BLOCK CAPITALS) .....

Address ....

.....

Executed as a Deed by Fleet Mortgages Limited

.....

in the presence of:

Signature of witness ....

Name (in BLOCK CAPITALS) .....

Address ....

.....

DRAFT

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

Authorised Officer

DRAFT

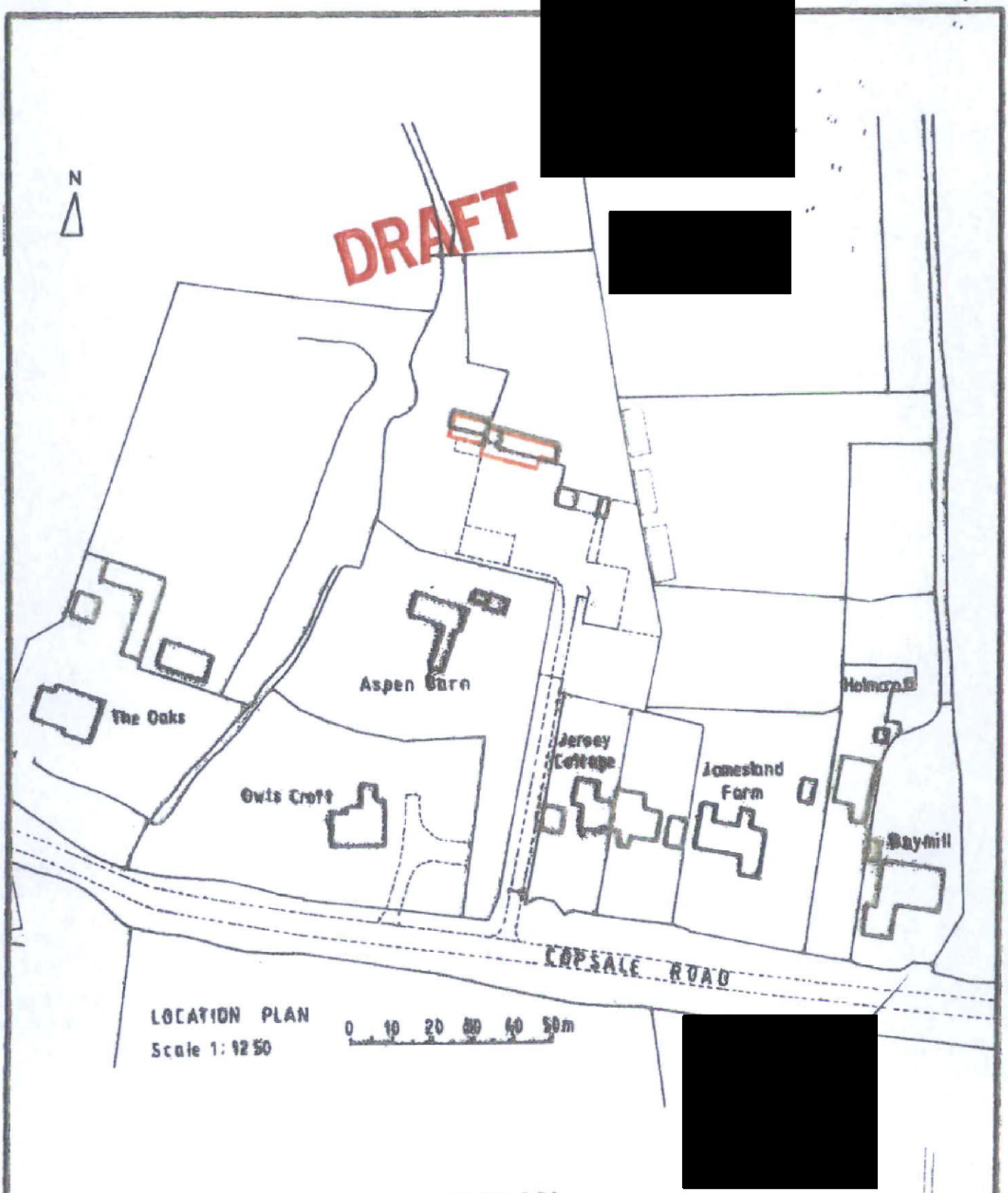
Schedule 1
Development Site Plan

[INSERT PLAN]

DRAFT

[redacted]

[redacted]



[redacted]

DEVELOPMENT SITE PLAN

LOCATION PLAN Scale 1 : 1250

COPSALE STABLES,COPSALE ROAD,COPSALE,WEST SUSSEX.

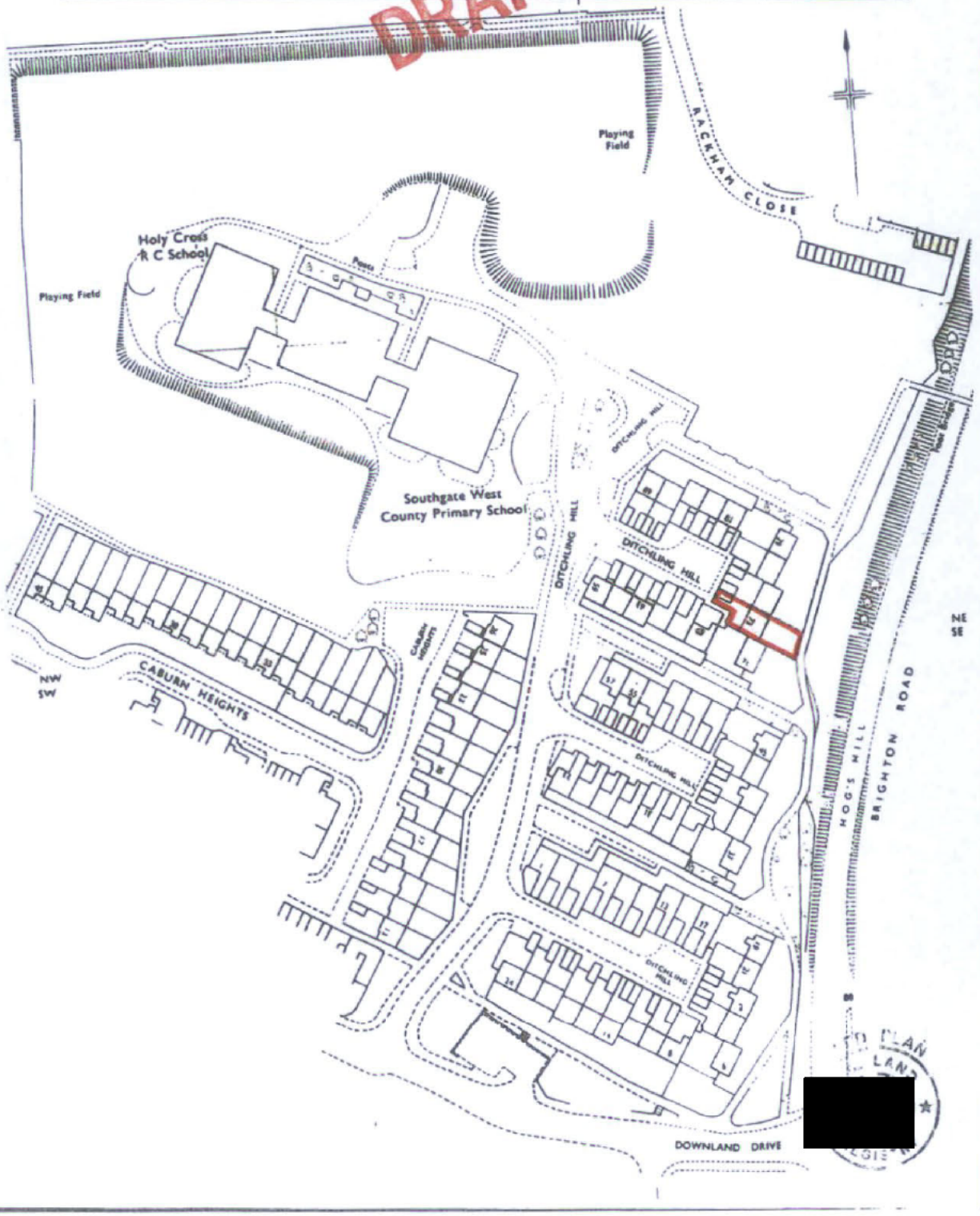
Schedule 2
Offsetting Land Plan

[INSERT PLAN]

DRAFT

H.M. LAND REGISTRY		TITLE NUMBER	
		54403	
ORDNANCE SURVEY PLAN REFERENCE	TQ 2635	SECTION J	Scale 1 1250
COUNTY WEST SUSSEX	DISTRICT CRAWLEY		© Crown copyright 1974

DRAFT



[redacted]

This is a copy of the title plan on 24 JUL 2024 at 10:36:00. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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Schedule 3
Water Neutrality Statement

[INSERT]

DRAFT

Technical Note 1: Water Neutrality Statement

Site:	Copsale Barn, Copsale Road, RH13 6QU
Prepared by:	Ella Harrop
Approved by:	Phil Allen
Date:	31st July 2024

motion
84 North Street
Guildford
GU1 4AU

Tel: 01483 531300
www.motion.co.uk

1.0 Introduction

1.1 Following the issue of Natural England's (NE's) Position Statement on Water Neutrality within the Sussex North Water Supply Zone (SNWSZ) all new, reserved matters, conditions discharge and Section 73 planning applications within the SNWSZ must provide a Water Neutrality Statement (WNS). The SNWSZ covers part of Horsham District, as well as parts of the neighbouring Chichester, Arun and Crawley Districts. A plan showing the supply area can be found in **Appendix A** and NE's Position Statement can be found in full within **Appendix B.**

1.2 Prior Approval consent (DC/21/2590) was granted on 13th March 2022 for the proposed conversion of an agricultural building to a two-bedroom residential dwelling at Copsale Barn, Copsale Road, RH13 6QU.

1.3 A WNS was initially prepared by Falcon Energy Services in support of this development. The WNS was approved by Horsham District Council (HDC) in July 2023, but the strategy (particularly the suggested water efficient fixtures and fittings) was not considered practical by the client. As such Motion has been appointed to prepare a revised strategy that can be feasibly implemented.

1.4 Therefore, to satisfy NE's and HDC's requirements on water neutrality, this WNS will set out the following:

- The baseline, existing water demand for the development site;
- Whether there will be a change in water demand as a result of the proposed development;
- What water demand reduction measures, such as the fitting of water efficient fixtures and fittings and rainwater harvesting, will be used;
- Whether the proposed development will be water neutral, and;
- Whether any further offsetting measures to meet proposed water demand are required.

2.0 Background

2.1 The development is located at Copsale Barn, Copsale Road, RH13 6QU. The site formerly consisted of a stable block building that has now been converted.

2.2 The permission granted the conversion of a stable block building into a single two-bed dwelling, which, as described above, has received Prior Approval consent from HDC.

3.0 Baseline Calculations

3.1 The current site is not served by any water facilities and, therefore, the existing baseline water usage for the site is zero litres/day.

4.0 Additional Demand

4.1 The proposed development will provide a single two-bed dwelling. The occupancy levels for the development have been drawn from local census data (as recommended by HDC in their water neutrality methodology guidance) and this is summarised in Table 4.1, on the next page:

1-bedroom	2-bedroom	3-bedroom	4-bedroom
1.32	1.88	2.47	2.86

Table 4.1 – Average district occupancy levels per dwelling size

4.2 Therefore, the proposed two-bedroom dwelling will have a census-based occupancy of 1.88 people.

4.3 The mains water demand of the new dwelling will need to comply with Paragraph 2 of Schedule F1 of Building Regulations 2010, which states that *"the potential consumption of wholesome water by person occupying a new dwelling must not exceed 125 litres per person per day"*.

4.4 A water calculation in accordance with Buildings Regulations Part G has been carried out and confirms that the proposed dwelling can achieve a water consumption of 94.31 litres/person/day, which includes an allowance of five litres/person/day for external water usage. A copy of the Part G calculation can be found in **Appendix C** and is summarised in Table 4.2, below. A copy of the fixture and fittings specifications required to achieve the below overall water usage can be found in **Appendix D**.

	Total Water Usage (l/p/day)
WC (full flush)	5.84
WC (part flush)	5.92
Taps (Excluding Kitchen)	11.06
Shower	44.80
Kitchen Taps	13.00
Washing Machine	13.02
Dishwasher	4.50
Total	**98.14**
Normalisation Factor	0.91
Total	**89.31**
External Water Usage	5.00
Total	**94.31**

Table 4.2 – Water Usage

4.5 The water consumption figure of 94.31 litres/person/day from Table 4.2 must be multiplied by the population of the proposed development to calculate what the future water demand will be for the development.

4.6 With a census-based population of 1.88 persons and a daily water consumption per person of 94.31 litres, the overall water consumption of the proposed development is calculated to be 177.30 litres/day.

4.7 Therefore, the development of the site represents a net increase in water demand of 177.30 litres/day within the SNWSZ.

4.8 As the baseline water usage on the site is nil, offsetting measures will be required to make the development water neutral.

5.0 Offsetting Measures

5.1 To ensure the development can demonstrate water neutrality in accordance with the NE Position Statement, a total water demand of 177.30 litres per day must be offset.

5.2 It is proposed to offset the development's water demand of 177.30 litres against the 'Sussex Water Neutrality' offsetting scheme[1]. Details of the offsetting scheme can be seen in **Appendix E** but, in summary, the scheme will reduce water consumption across a network of Houses of Multiple Occupancy (HMO's) in Crawley Borough. The water savings that are being realised in this scheme a being made available as a system of credits for other schemes, such as the one that is the subject of this WNS that do not have the facility to offset their water use within their own site boundary.

5.3 The HMO that is to be used to offset the proposed development Copsale Barn is that at 73 Ditchling Hill, Southgate, Crawley, RH11 8QL.

5.4 73 Ditchling Hill is a six-bedroom HMO that is fully occupied with a current population of six people. Within the HMO is a communal kitchen that it used by all six occupants. There are two bathrooms, and the first bathroom (Bathroom One) is used by four occupants and the second bathroom (Bathroom Two) is used by two occupants.

Flow Survey to Establish the Baseline Water Use

5.5 A flow survey was undertaken in April 2024 to determine the existing water usage of the HMO at 73 Ditchling Hill. A copy of the flow survey can be found in **Appendix F**.

5.6 Noting that the bathrooms are shared, two Part G calculations have been prepared. The first Part G calculation represents the water use of the four occupants sharing Bathroom One and a second Part G calculation represents the water use of the two occupants sharing Bathroom Two. As noted above, the kitchen facilities and the washing machine are used by all occupants, thus this aspect of the Part G calculation remains the same across both calculations.

5.7 A Part G calculation for Bathroom One (and communal areas) based on the flow survey data gives a total water consumption figure of 148.47 litres/person/day, which includes an allowance of 5 litres per person per day for external water usage. Across the population of four people that use Bathroom One, this equates to a total water consumption of 593.88 litres/day.

5.8 The Part G calculation for Bathroom Two (and communal areas) based on the flow survey data gives a water consumption of 102.97 litres/person/day, which includes an allowance of 5 litres per person per day for external water usage. Across the two people that use Bathroom Two, this equates to a total water consumption of 205.94 litres/day.

5.9 A copy of the Part G calculations for both bathrooms can be found in **Appendix G**.

5.10 Following the flow survey and the Part G Calculations, it shows that the total water consumption at the HMO at 73 Ditchling Hill is currently 799.82 litres/day. This forms the baseline figure against which water savings on the property must be compared.

Water Reduction Measures

5.11 It is proposed to reduce the water consumption at the HMO at 73 Ditchling Hill through installing a system of flow restricting valves on the fixtures and fittings in the property. The flow restricting valves are permanently fitted to the basin and kitchen taps and showers and become part of the brass fittings once installed. They achieve the same as installing new fixtures and fittings with low flow rates.

5.12 The use of water-saving valves to achieve offsetting and water neutrality has been accepted in principle by NE and HDC because it underpins the accepted Sussex Water Neutrality Scheme, but also specifically on planning applications such as DC/24/0907, where the use of flow restricting valves on the fixtures and fittings has been accepted as a means of reducing water consumption (and the thus is a suitable solution for the current site).

[1] https://sussexwaterneutrality.co.uk/

5.13 In addition to the flow restricting valves, the bath taps in Bathroom One will be disconnected and removed so that the bathtub will act as a shower tray. The overflow will also be lowered so the bathtub cannot be used as such, eliminating this aspect of water demand from the property.

Reduced Water Demand

5.14 A Part G water calculation inclusive of the savings offered by the flow-restricting valves has been carried out and this confirms that the four people in the property using Bathroom One can reduce their water consumption to 92.01 litres/person/day and the two people using Bathroom Two can reduce their water consumption to 86.91 litres/person/day. These figures include an allowance of five litres/person/day for external water usage and a copy of the two Part G calculations can be found in **Appendix H** and are summarised in Tables 5.1 and 5.2, below.

Fixture	Capacity/Flow Rate	Water Usage (l/p/day)
WC (Dual Flush)	6.0	8.76
WC (Dual Flush)	3.0	8.88
Taps (excluding kitchen)	3.5	7.11
Shower (only)	8.0	44.80
Kitchen Sink	5.0	12.56
Washing Machine	6.43	13.50
Total Calculated Use		95.61
Normalisation Factor		0.91
Total Water Consumption		87.01
External Water Use		5.00
Total Water Consumption (Part G)		92.01

Table 5.1 – Offsetting Water Usage: Bathroom One

Fixture	Capacity/Flow	Water Usage
WC (Dual Flush)	6.0	8.76
WC (Dual Flush)	3.0	8.88
Taps (excluding kitchen)	3.5	7.11
Shower Only	7.0	39.20
Kitchen Sink	5.0	12.56
Washing Machine	6.43	13.50
Total Calculated Use		90.01
Normalisation Factor		0.91
Total Water Consumption		81.91
External Water Use		5.00
Total Water Consumption (Part G)		86.91

Table 5.2 – Offsetting Water Usage: Bathroom Two

5.16 Using the calculated water-efficient consumption figures of 92.01 litres/day across four people and 86.91 litres/day across two people, the resultant total water consumption for the HMO at 73 Ditchling Hill will be 541.85 litres per day.

Summary

5.17 The baseline water usage at the HMO at 73 Ditchling Hill was measured and calculated as 799.82 litres/day. Following the incorporation of the water saving mechanisms described above, the total daily water usage of the property will be reduced to 541.85 litres. This will provide a water saving within the SNWSZ of 257.97 litres/day.

5.18 As described above, the water savings made against the HMO's in Crawley Borough are being made available by Sussex Water Neutrality as a system of credits, where one credit is equal to one litre. Therefore, 257 credits have been made available from the water savings at 73 Ditchling Hill.

5.19 As stated in Section 4 of this WNS, the development represents an increase in water demand within the SNWSZ of 177.30 litres per day. The proposed development will consequently purchase of 185 credits from Sussex Water Neutrality, which will be sufficient for the development at Copsale Barn to be water neutral (178 credits are being purchased to guarantee water neutrality and a further 5% are being purchased as a buffer that ensures the proposed development will be water neutral).

6.0 Summary and Conclusions

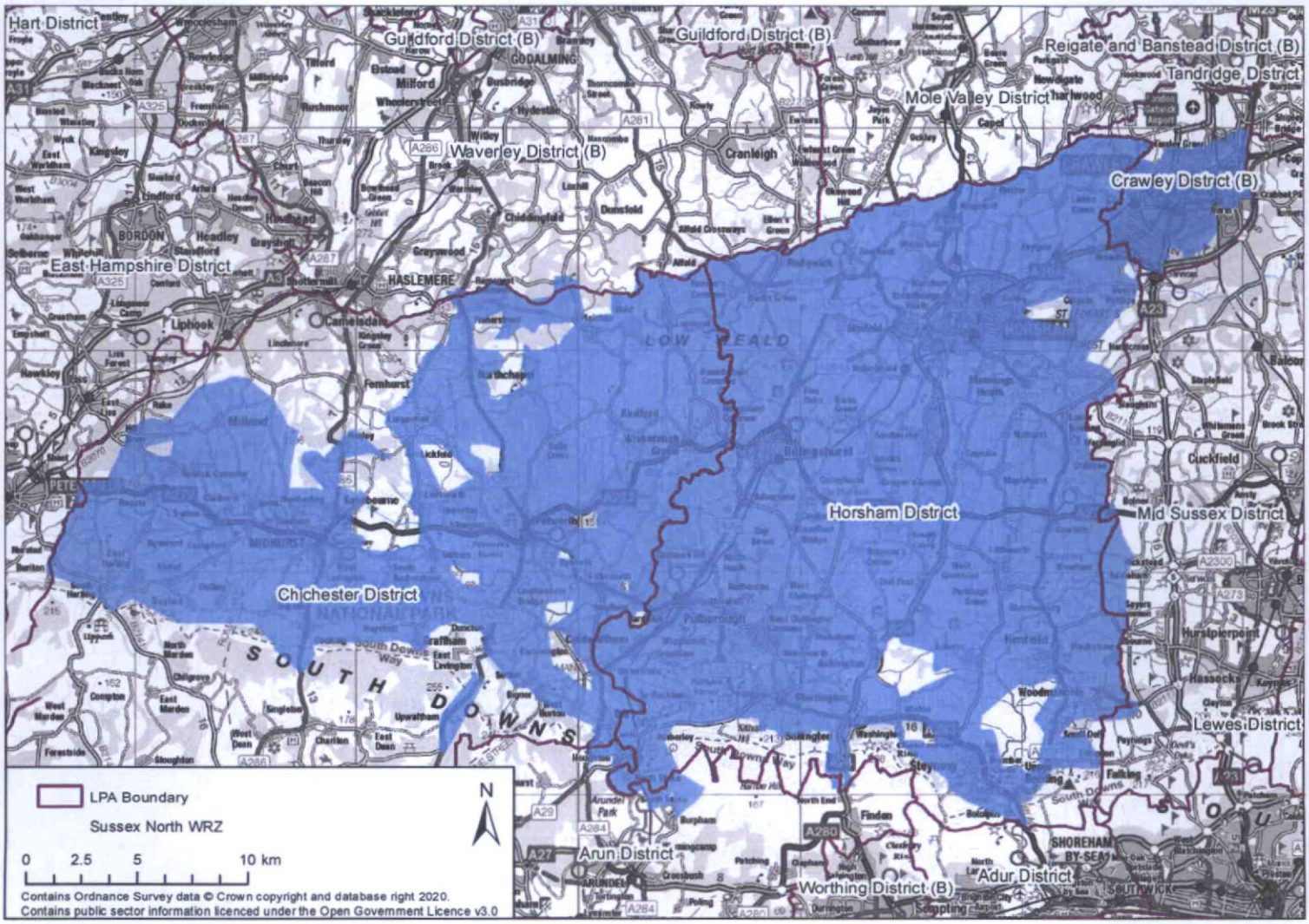
6.1 This WNS sets out the baseline water demand for the proposed development at Copsale Barn and the offsetting measures that are being employed to ensure that the proposed development, which represents an increase in water demand of 177.30 litres/day over the baseline position, will be water neutral.

6.2 The proposed development at Copsale Barn will purchase a total of 185 credits as part of the offsetting scheme made available by Sussex Water Neutrality. The credits are being made available through a scheme that is retrofitting water efficient fixtures and fittings to HMO's in Crawley Borough that reduce total water use from taps and showers. The improvements at an HMO at 73 Ditchling Hill, Southgate, Crawley will be used to fully offset the mains water requirement of the proposed development at Copsale Barn and, by doing this, there will be no additional mains water demand within the SNWSZ as a result of the development.

6.3 In conclusion, this WNS confirms that the proposed development will be water neutral once complete and water neutrality should not form an impediment to the Prior Approval application for the conversion of an agricultural building to a two-bedroom residential dwelling at Copsale Barn.

Appendix A

Sussex North Water Supply Zone Map


Hart District
Guildford District (B)
Guildford District (B)
Reigate and Banstead District (B)
Tandridge District
Mole Valley District
Waverley District (B)
Crawley District (B)
East Hampshire District
Horsham District
Mid Sussex District
Chichester District
Lewes District
Arun District
Adur District
Worthing District (B)
LPA Boundary
Sussex North WRZ
0 2.5 5 10 km
N
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Appendix B

Natural England's Position Statement

NATURAL ENGLAND

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.**

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Appendix C

Proposed Part G Calculations

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)	6	1.58	1.58	11.06
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	6	0.44	10.36	13.00
Washing Machine	6.2	2.1		13.02
Dishwasher	1.25	3.6		4.50
Total calculated use (litres/person/day)				98.14
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				89.31
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				94.31

Mains Water	94.31	litres/person/day
Total	94.31	litres/person/day

	Number of units	Census	Population	Mains Water Usage		
1 x 2-bed	1	1.88	1.88	177.30		
Totals	1		1.88	177.30	177.30	litres/day

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Appendix D

Proposed Fixtures and Fittings Specification

Fixtures and Fittings - Part G Specifications

Item	Capacity/Flow rate	Overview
WC (Dual Flush)	4/2 litres	Dual flush 4/2L WC cistern with bottom inlet for compact back to wall Rimless toilet
Basin Tap	6 litres/minute	Blanco Peak Monobloc Mixer Eco 6 Litre Min FlowTap
Shower	8 litres/minute	Ideal Standard L6961 Flow regulator, shower valve, 8 litres per minute
Kitchen Sink	6 litres/minute	Blanco DARAS Eco Flow 6L Eco Kitchen Tap

Appendix E

Summary of Sussex Water Neutrality Offsetting Scheme

Sussex Water Neutrality Offsetting Scheme

Developer and Water Credit Allocation

Property	Total Number of Credits	Developer	Planning Reference	Number of Credits Used	Remaining Credits
15 Aintree Road	265	Mr Kevin Shaw	DC/24/0511	265	0
112 Weald Drive	188	Weetman (Lurgashall) Limited	SDNP/23/03365/FUL	170	18
118 Weald Drive	597	Wildgoose (UK) Ltd	TBC	597	0
124 Brighton Road	294	Wildgoose (UK) Ltd	TBC	291	3
73 Ditchling Hill	257	Mr Keith Potts	DC/19/2477	185	72
			Total Allocated Credits	1,508	
			Total Remaining Credits		93

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Appendix F

Flow Survey Results for 73 Ditchling Hill

Residential Flow Survey

25 Apr 2024 / Kevin Shaw @ 73 Ditchling Hill

Complete

Score	13 / 14 (92.86%)	**Flagged items**	0	**Actions**	0

Site conducted	73 Ditchling Hill, Crawley, RH11 8QL
Conducted on	25.04.2024 13:45 BST
Prepared by	Kevin Shaw @ 73 Ditchling Hill
Location	73 Ditchling Hill Crawley England RH11 8QL United Kingdom (51.10493565342937, -0.1939086372170654)
Water Meter Reading	
Type of Property	Terrace
Number of bedrooms	6

Untitled Page	12 / 13 (92.31%)
Kitchen 1	1 / 1 (100%)
- Sink Taps - litres/minute VIDEO REQUIRED	Mixer tap 11Lpm
72E85D1F-4FA6-4B22-9FB9-DA84BE049E6B-video.mov	
- Washing Machine Make & Model - litres/kg dry load PHOTO REQUIRED	Yes
- Dishwasher Make & Model - litres/place setting PHOTO REQUIRED	No
Utility Room/Kitchen 2	1 / 1 (100%)
Is there a utility room/second kitchen?	No
WC	1 / 1 (100%)
Is there a WC?	Yes
- Basin Taps - litres/minute VIDEO REQUIRED	Mixer tap 13Lpm
2 tenants use this as a bathroom	
309A3E1B-7094-4635-944B-1E36D0DD0D8C-video.mov	
- WC - litres PHOTO REQUIRED	Dual Flush
 Photo 1	
Bathroom 1	1 / 1 (100%)
- Shower Make/Model - litres/minute VIDEO REQUIRED	Thermostatic Mixer 17Lpm
4 tenants use this bathroom	
A3BDE202-F037-4D7F-8820-3A9A4758F407-video.mov	
- Basin Taps - litres/minute VIDEO REQUIRED	Mixer 9Lpm
76D1E3F2-8F1C-4679-A292-F9A9B3F74BA7-video.mov	
- WC - litres PHOTO REQUIRED	Single Flush
Change to dual flush	



Photo 2

Is there a bath?	Yes
Separate Bath	
- Bath and Taps - Measure Bath and litres/minute VIDEO REQUIRED	L1170 W550 D300
Plan to REMOVE BATH	
- Bathroom 2	1 / 2 (50%)
Is there an additional bathroom?	Yes
- Basin Taps - litres/minute VIDEO REQUIRED	N/A
- Shower - litres/minute VIDEO REQUIRED	Electric N/A
- WC - litres PHOTO REQUIRED	
N/A	
Is there a bath?	No
Bathroom 3	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
Bathroom 4	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
Bathroom 5	2 / 2 (100%)
Is there an additional bathroom?	No
Is there a bath?	No
- Bath and Taps - Measure Bath and litres/minute VIDEO REQUIRED	

Other Water uses	1 / 1 (100%)
Are there any other water uses?	No

Media summary



Photo 1



Photo 2

File summary

72E85D1F-4FA6-4B22-9FB9-DA84BE049E6B-video.mov
309A3E1B-7094-4635-944B-1E36D0DD0D8C-video.mov
A3BDE202-F037-4D7F-8820-3A9A4758F407-video.mov
76D1E3F2-8F1C-4679-A292-F9A9B3F74BA7-video.mov

motion

Appendix G

Part G Calculations for 73 Ditchling Hill

Part G Calculation - 73 Ditchling Hill Water Usage (Flow Survey)

Bathroom 1

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	9	1.58	1.58	15.80
Bath (where shower present)	193	0.11		21.23
Shower (where bath present)	17	4.37		74.29
Bath Only		0.5		0.00
Shower Only		5.6		0.00
Kitchen Sink	11	0.44	10.36	15.20
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			157.66
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				143.47
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				148.47

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	4	4	593.88
Totals	1		4	593.88

Part G Calculation - 73 Ditchling Hill Water Usage (Flow Survey)

Bathroom 2

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	13	1.58	1.58	22.12
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	7	5.6		39.20
Kitchen Sink	11	0.44	10.36	15.20
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			107.66
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				97.97
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				102.97

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	2	2	205.94
Totals	1		2	205.94

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Appendix H

Part G Calculations for 73 Ditchling Hill Inclusive of Flow-Restricting Valve

Part G Calculation - 73 Ditchling Hill Water Usage (Fixtures and Fittings)

Bathroom 1

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	8	5.6		44.80
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			95.61
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				87.01
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				92.01

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	4	4	368.03
Totals	1		4	368.03

Part G Calculation - 73 Ditchling Hill Water Usage (Fixtures and Fittings)

Bathroom 2

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/day
WC (Single Flush)		4.42		0.00
WC (Dual Flush)	6	1.46		8.76
WC (Dual Flush) Part	3	2.96		8.88
Taps (excluding kitchen)	3.5	1.58	1.58	7.11
Bath (where shower present)		0.11		0.00
Shower (where bath present)		4.37		0.00
Bath Only		0.5		0.00
Shower Only	7	5.6		39.20
Kitchen Sink	5	0.44	10.36	12.56
Washing Machine	6.43	2.1		13.50
Dishwasher		3.6		0.00
	Total calculated use (litres/person/day)			90.01
Normalisation Factor				0.91
Total Water Consumption (CSH) (litres/person/day)				81.91
External Water Use				5.00
Total Water Consumption (Part G) (litres/person/day)				86.91

	Number of Units	Census	Population	Mains Water Usage
6-bedroom	1	2	2	173.82
Totals	1		2	173.82

Schedule 4
The Owner's Covenants to the Council in relation to the Site

With the intention of binding the Site, the Owners covenant with the Council as follows:

1. to pay the Monitoring Fee to the Council on or prior to Commencement;

2. prior to Occupation of the Development, to submit evidence in writing to the Council that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full, 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 Land;

3. not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Offsetting Land;

DRAFT

Schedule 5
The Offsetting Land Owner Covenants to the Council in relation to the Offsetting Land

With the intention of binding the Offsetting Land, the Owners covenant with the Council as follows:

1. to retain the Offsetting Measures in perpetuity and not to remove or replace the Offsetting Measures other than with a replacement fixture or fitting which meets an equivalent or more efficient water standard;

2. to maintain and keep in good repair the Offsetting Measures installed on the Offsetting Land;

3. to allow the Council to enter the Offsetting Land for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 48 (forty eight) hours' notice in writing of its intention to inspect the Offsetting Measures;

4. that in the event that the Offsetting Land is transferred, that the transfer of any part of the Offsetting Land being transferred contains a direct covenant with the transferee:

    i. to comply with the restrictions and obligations set out in this Agreement;

    ii. to maintain and keep in good repair the Offsetting Measures installed on the Offsetting Land in accordance with the Water Neutrality Statement and this Agreement;

    iii. to consent to the entering of the following restriction on the transferee's title to the Offsetting Land at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

    "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".