(1) **HORSHAM DISTRICT COUNCIL**

(2) **SIMONE BROWN and JASON NICHOLAS BROWN**

(3) **TSB BANK PLC**

AGREEMENT

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

Land at 35 Brambling Road, Horsham, West Sussex, RH13 6AX

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

Planning Ref: DC/23/1943
Legal Ref: 003399

This Agreement is made as a deed and dated 25th July 2024

Between:

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

(2) **SIMONE BROWN and JASON NICHOLAS BROWN of 35 Brambling Road, Horsham RH13 6AX** (together **"the Owners")**

(3) **SIMONE BROWN** of Farm Hill, Brighton Road, Woodmancote, Henfield BN5 9ST ("**Offsetting Site Owner")**

(4) **BARCLAYS BANK UK PLC (Co. Regn. No. 09740322)** of 1 Churchill Place, London, England, E14 5HP **("the Mortgagee for the Offsetting site)**

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

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

1.2 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number [redacted] being land on the east side of 35A Brambling Road, Horsham RH13 6AX **("the Application Site").**

1.3 The Offsetting Site Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number [redacted] being, Farm Hill, Brighton Road, Woodmancote, Henfield BN5 9ST **("the Offsetting Site")**

1.4 Barclays Bank UK PLC **(Co. Regn. No. 09740322)** of 1 Churchill Place, London, England, E14 5HP **("the Mortgagee for the Offsetting site)** has a registered charge dated 21 June 2019 under title number [redacted] in respect of the Offsetting Site land.

1.5 The Owners submitted the Application to the Council which was received by them on 23rd October 2023.

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

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

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

1.9 In September 2021 Natural England released the Position Statement which requires that any new development within the SNWSZ must be Water Neutral. The parties agree that the Development must be Water Neutral and the Owners and the Offsetting Site Owner including the Mortgagee have entered into this Agreement in

order to secure the required mitigation and Offsetting Measures in order to bind the Application Site and the Offsetting Site.

1.10 The Owners, the Offsetting Site Owners and the Mortgagee 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.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application number DC/23/1943 for the Part demolition of existing garage, erection of a two storey detached dwelling with associated works and access onto Brambling Road (Part-Retrospective)
"Application Site"	means all that land comprising of 35A Brambling Road, Horsham, West Sussex, RH13 6AX shown for identification purposes edged red on the Application Site Plan and to which the Application relates;
"Application Site Plan"	means the plan attached to this Agreement at Schedule 1;
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence Development" shall be construed accordingly;
"Commencement Date"	means the date on which the Commencement of the Development occurs;
"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
"Development	means the development of the Application Site pursuant to the Planning Permission;
"Monitoring Fee"	means the fee [redacted] payable to the Council for monitoring obligations in the Agreement and which is payable on or before commencement 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 Site"	means Farm Hill, Brighton Road, Woodmancote, Henfield BN5 9ST shown for identification purposes edged red on the Offsetting Site Plan;
"Offsetting Site Plan"	means the plan attached to this Agreement at Schedule 2 named "Offsetting Site Plan";
"Offsetting Measures"	means the detailed water saving measures that are to be implemented on the Offsetting Site in order to make the Development Water Neutral set out in the Water Neutrality Strategy;
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application;
"Position Statement"	means the statement dated 21st September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Section 73 Consent"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;
"SNWSZ"	means the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
"Southern Water"	means the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Neutral"	means the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "Water Neutrality" shall be construed accordingly;
"Water Neutrality Statement"	means the statement prepared by CGS Civils Ltd dated 21 September 2023 on behalf of the Owners and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation measures to achieve Water Neutrality and which appears at Schedule 3;
"Water Neutrality Strategy"	means the strategy submitted to and approved by the Council as part of the conditions of the Planning Permission setting out the precise Offsetting Measures to be undertaken on the Offsetting Sites in order to achieve the water reduction targets set out in the Water Neutrality Statement;
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1st July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report;
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date hereof but the provisions in paragraph 6, Schedule 4 under 'Water Neutrality', and Schedule 5, shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

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

6.1.2 The Owners covenant with the Council that the Development and use of the Application Sites shall be in strict accordance with this Agreement;

6.1.3 The Offsetting Site Owners and the Mortgagee covenant with the Council to fully comply with and to perform the obligations contained herein and in Schedule 5 of this Agreement in accordance with the requirements and timescales set out;

7. NOTICES

7.1 The 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 fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the Council's determination.

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

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after

despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

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

8. COSTS

8.1 The Owners have undertaken to pay on or before the date hereof the Council's reasonable legal costs [redacted] incurred in preparing and entering into this Agreement, and the Monitoring Fee.

9. MORTGAGEE'S CONSENT / LIABILITY

9.1 The Mortgagee consents to the completion of this Agreement and declares that its interest in the 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 interest in 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 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 Owners.

10. GENERAL

The parties undertake that:

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

10.2 this Agreement constitutes a deed.

10.3 this Agreement is enforceable by the Council in accordance with section 106 of the Act.

10.4 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

10.5 It is hereby agreed by the Owners, the Offsetting Site Owner and the Mortgagee 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, the Offsetting Site Owner and the Mortgagee of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision

and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

10.6 The Owners, the Offsetting Site Owner and the Mortgagee hereby undertake that:

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

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

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

10.7 The Owners, the Offsetting Site Owner and the Mortgagee acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owners hereby gives consent for the Application Site Plan to be reproduced by the Council.

10.9 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

10.10 This Agreement shall be governed by and interpreted in accordance with laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

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

10.11.1 expires;

10.11.2 is varied or revoked other than at the request of the Owners; 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 Owners (or any person deriving title to the Application Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with its interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

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

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

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

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

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

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

10.18.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

PROVIDED THAT:

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

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

11. DISPUTE RESOLUTION

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

11.2 All differences and disputes which may arise between the parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/ planning counsel agreed upon by the parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties.

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

11.3.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and

immediately forward a copy of the written representation of one party to the other party;

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

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

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

11.3.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owners has any legal or equitable interest in that part of the Application Site known as Application Site.

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

12.3 The Owners and the Offsetting Site Owner including the Mortgagee undertake to the Council to give the Council immediate written notice of any change in the ownership of any of their respective interests in the Application Site and/ or the Offsetting Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site and/ or the Offsetting Site purchased by reference to a plan.

13. GENERAL

13.1 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this deed or the Planning Permission or the planning obligations that relate to Offsetting Site, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning

Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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

17890 x3

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

[redacted]

Authorised Officer

SIGNED as a **DEED** by
SIMONE BROWN (as Owner and Offsetting Site Owner) } [redacted]

in the presence of: [redacted]

Name of witness

Address of witness

Lewis Denley Solicitors
Springfield House Fourth Floor
Springfield Road
Horsham
RH12 2RG

SIGNED as a **DEED** by
JASON NICHOLAS BROWN } [redacted]

in the presence of:

Name of witness [redacted]

Address of witness

Lewis Denley Solicitors
Springfield House Fourth Floo
Springfield Road
Horsham
RH12 2RG

Executed as a deed by affixing the
Common seal of **BARCLAYS BANK UK PLC**
in the presence of:

Signature of Director: _____

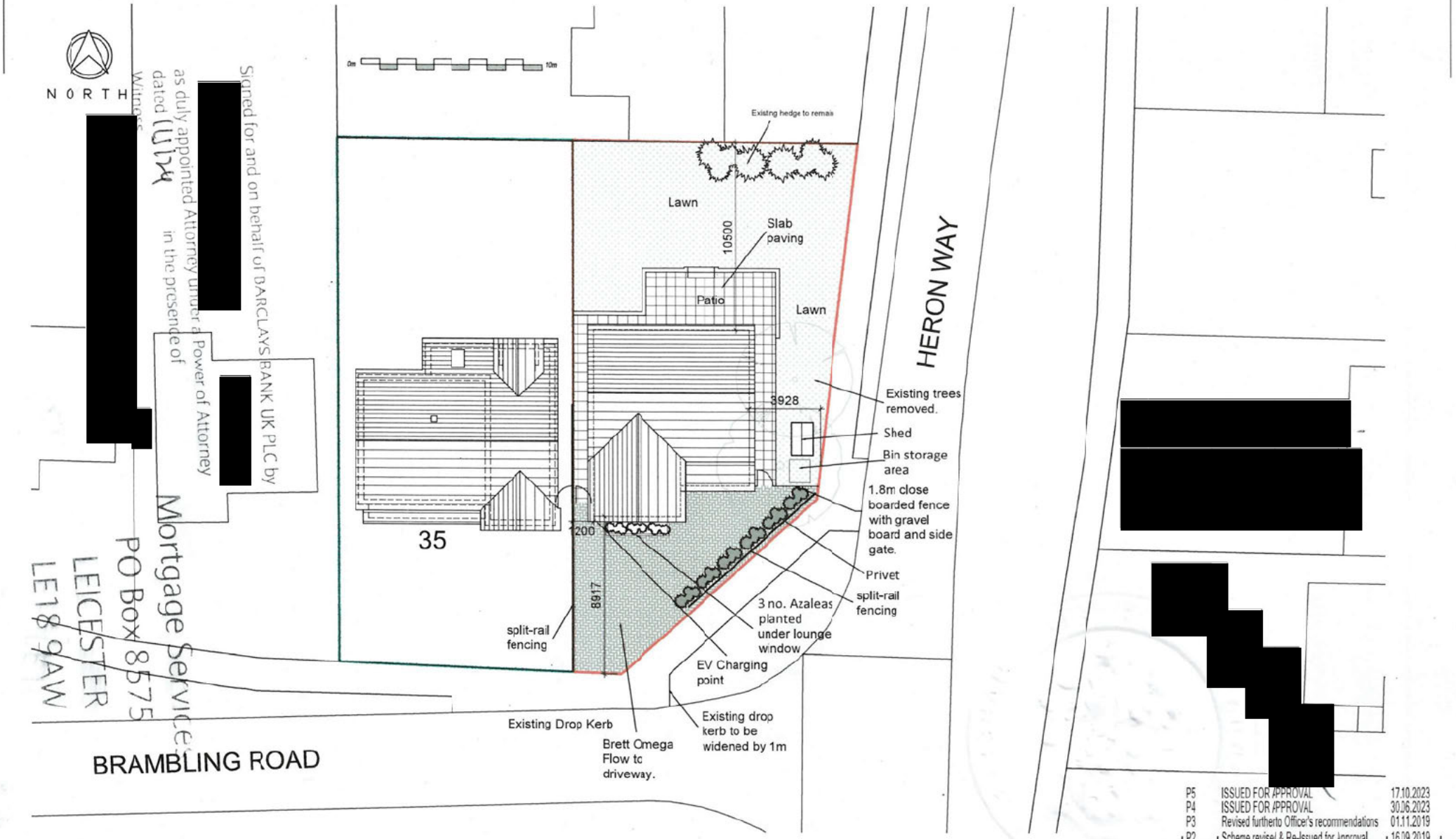
Signature of Secretary: _____

in the presence of:
Name of witness

Signed for and on behalf of BARCLAYS BANK UK PLC by
[redacted]
as duly appointed Attorney under a Power of Attorney
dated 11/5/26 in the presence of
Witness [redacted]

Mortgage Services
PO Box 8575
LEICESTER
LE18 9AW

Schedule 1
Application Site Plan



P5	ISSUED FOR APPROVAL	17.10.2023
P4	ISSUED FOR APPROVAL	30.06.2023
P3	Revised furtherto Officer's recommendations	01.11.2019
P2	Scheme revisel & Re-Issued for Approval	16.09.2019

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1. The works shown have been drawn for submission to the local planning authority and are not to be used for construction.
2. No works shall commence until planning approval has been given by the local authority.
3. No works to commence without either full plans building control approval or a building notice served with the local authority.
4. The dimensions indicated are approximate and subject to site checks by the contractor prior to commencement.
5. DMA Building Designs accept no responsibility for any unknown factors which either preclude the works from construction or add additional costs, ie location of public sewers and underground services, abnormal foundation design, due to trees, ground conditions or any underground struture or obstruction, condition of the existing building.

DMA BUILDING DESIGNS
KILN HOUSE, RUDGWICK BRICKWORKS, LYNWICK ST
RUDGWICK, HORSHAM, WEST SUSSEX, RH12 3DH.
TEL No 01403 822220 Mobile 07730 523447
Email - info@dmabuildingdesigns.co.uk

CLIENT
MRS S BROWN

PROJECT
35A Brambling Road,
Horsham,
West Sussex. RH13 6AX

REV	DESCRIPTION	DATE

DRAWING
New build dwelling
Proposed Site Plan

SCALE @ A3	DATE	DRG No	REVISION
1:200	OCTOBER 2023	DE862.02	P5

Schedule 2

Offsetting Site Plan

H. M. LAND REGISTRY

NATIONAL GRID PLAN TQ 2314
SUSSEX

Scale 1/1250

WOODMANCOTE PARISH [redacted]

Signed for and on behalf of BARCLAYS BANK UK PLC by
[redacted]
as duly appointed Attorney under a Power of Attorney
dated 11/12/14 in the presence of
Witness [redacted]

Mortgage Services
PO Box 8575
LEICESTER
LE18 9AW

TQ 2414
TQ 2314

Brighton Road [redacted]

To Hurstpierpoint

Farm Hill

FILED PLAN
H.M. LAND REGISTRY
X11.70

TITLE No. [redacted]

This official copy is incomplete without the preceding notes page.

Schedule 3

Water Neutrality Statement

cgs civils

Consulting Civil Engineers

Water Neutrality Report

35A Brambling Road, Horsham, West Sussex RH13 6AX

For

Simone Brown

Rev - **P**

Reference **C2826**

Date **21st September 2023**

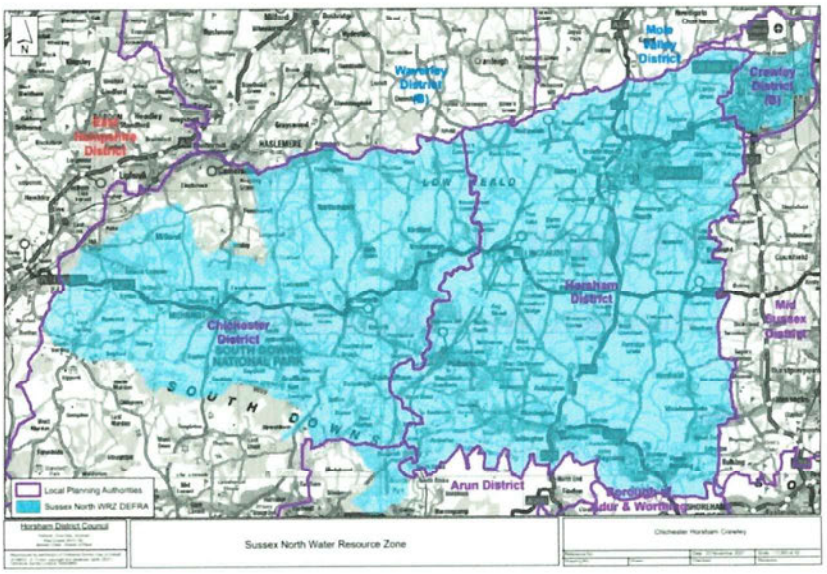
Revision	Date of Issue	Comments	Prepared By	Checked By
P	21/09/2023	Initial Issue	LH	CS

Richard Cobden House, Lion Street, Chichester, West Sussex, PO19 1LW
Tel: 01243 933253 E: mail@cgscivils.co.uk **W:** www.cgscivils.co.uk

1 Introduction

1.1.1 CGS Civils Ltd has been appointed by Simone Brown to undertake a Water Neutrality Report for a proposed development at 35 Brambling Road, Horsham, West Sussex. The site falls within the Sussex North Water Supply Zone, in which Natural England have written to all authorities within the zone providing a position statement for applications which may place increased pressure on this zone. This explains that recent case law has established that abstraction from the Supply Zone may be having an impact on protected sites (Arun Valley Special Area of Conservations (SAC), Special Protection Area (SPA) and Ramsar site). As a result, developments within this zone must not add to this impact, as such, the purpose of this report is to therefore provide an overview on the potential water usage changes on the site as a result of the proposed development, and to confirm that the site is water neutral.

Fig 1. Sussex North Water Supply Zone Area



1.1.2 35A Brambling Road is a dwelling that was approved under planning reference DC/19/0046 and has been constructed, however, an enforcement has been placed upon the property by Horsham District Council and as a result, it has gone back to planning which requires a Water Neutrality Statement.

Fig 1. Site Location



1.1.3 Waterwise defined Water Neutrality as:

'For every new development, total water use in the region after the development must be equal to or less than the total water uses in the region before the new development.'

1.1.4 Achieving water neutrality involves using a three-step approach. First, the demand for water from the new development must be reduced as far as is practicable, followed by the re-use of water; then the remaining demand should be offset within the region. Following this three-step approach allows the volume that requires offsetting to be reduced which ultimately reduces the cost of the overall scheme. This is noted within the Waterwise neutrality definition, which defines the three steps which should be undertaken in order to achieve water neutrality in their recent review dated January 2021.

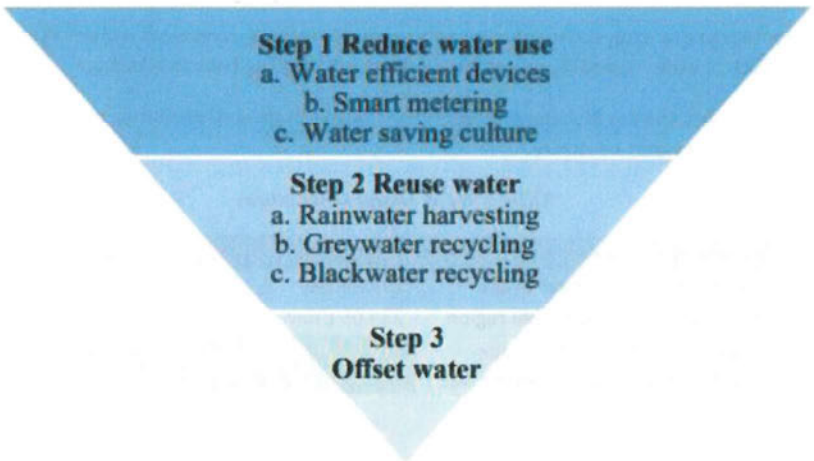
- Reduce water demand in the new development through improvement in efficiency.
- Re-use water, wherever possible.
- Offset the remaining water demand from the new development if required.

1.1.5 The report will be split into the following sections:

- A Review of Water Neutrality demand reduction
- A calculation of estimate water usage from proposed development
- Identification of measures that can be first used to reduce this demand
- Identification of measures that can be used to re-use water
- Establish solutions to offset that demand in order to achieve neutrality.

1.1.6 This report will follow the methods documented within *'A Review of Water Neutrality in the UK'* carried out by Waterwise in January 2021. The document provides details on how developments can achieve water neutrality by utilising the 3-stage approach.

Fig 2. 3-stage approach



1.1.7 Some increase in water demand within the region from planned development during the local plan period is inevitable. However, it can be minimised by making the site as water efficient as possible.

1.1.8 Per Capita Consumption (PCC) is used as a measure of water use and is the volume of water that is used by one person in one day. It is usually measured in litres per person per day (l/p/d). The average PCC within Southern Water's 'Sussex North Water Resource Zones (WRZ)' is 135 l/p/d. Homes without a water meter consume on average 160 l/p/d and for homes with a water meter, consume on average 131 l/p/d.

1.1.9 Part G of the Building regulations currently states that new build housing should achieve a minimum of 125 l/p/d. A tighter target of 110 l/p/d can be requested if the local authority can establish a clear need based on available evidence.

1.1.10 The table below indicates different demand scenarios including Southern Water's Target 100 Ambition to achieve 100 l/p/d, as well as further scenarios where water demand is cut more dramatically.

Table 1 PCC Demand Scenarios

Demand Scenario	Per Capita Consumption (l/p/d)
British Flows and Loads	150
Building Regulations Standard	125
Building Regulations Optional	110
Target 100	100
Realistic Achievable	85
Ambitious	62

1.1.11 The benefits of water neutrality are wide ranging, from financial and reputational to environment and social. For a new domestic building, they could include:

- **Saving Water** – Over 100,000 litres of water can be saved per year for each water neutral home built
- **Saving Carbon** – A significant CO2 saving can be achieved by reducing the demand for hot water for baths, showers, basins, dishwashers and washing machines
- **Saving Money** – Both water and energy bills will reduce
- **Reducing environmental impact** – Decreasing water abstracted from rivers and groundwater sources
- **Improved Resilience** – For the future by minimising the additional pressure on water resources
- **Enabling future housing growth** – In water scarce areas by reducing the impact of new homes and buildings
- **Reducing discharge to sewage** – by using less water, collecting rainwater and recycling greywater, less water is discharged to the drainage network
- **Short pay-back time** – After approximately 5 years the saving of water neutrality will outweigh the costs of doing so.

2 Executive Summary

2.1.1 The existing site consists of a recently constructed 4-bedroom dwelling that has received and enforcement notice by Horsham District Council, as such, a water neutrality report is required due to it going back to planning.

2.1.2 As proven within this report, the use of water efficient fittings, water butts and retrofitting of an existing dwelling within the Horsham DC area will prove water neutrality.

Table 2 Water Usage Comparison

Existing Water usage	**314.6 l/day**
Proposed Scheme water usage	227.4 l/day
Water used reduced within region	234.05 l/day
Proposed Scheme water usage equal to or lower than existing site	Yes

3 Calculation of estimate water usage from the proposed development

3.1.1 Before any necessary steps to achieve water neutrality can be determined, the total water demand for the proposed development must first be calculated. The constructed dwelling has 4 bedrooms and in accordance with the average occupancy levels set out by Horsham DC, the population for the property will be 2.86.

Table 3 Average occupancy levels

Number of bedrooms	Average occupancy level
1	1.32
2	1.88
3	2.47
4	2.86
5	3.09

3.1.2 As the proposed property is a new dwelling, Policy 37 of the Horsham District Planning Framework (HDPF) would have triggered the requirement for the optional building regulations standard of 110 litres per person per day (l/p/d), therefore the water demand will be:

2.86 x 110 l/p/d
= 314.6 l/day

3.1.3 The following sections within this report will cover measures that can be undertaken in order to reduce the water consumption of the proposed property and aim for the 'Ambitious' PCC of 62/l/p/d.

4 Step 1 – Identifying measures that can be used to reduce this demand

4.1.1 The first and most important step in achieving water neutrality will be to ensure that the water used by the proposed development is used as efficiently as possible; the smaller the water demand of the building due to the design and fittings, the less water is needed to be reused and offset. There are a number of ways of achieving a smaller water demand:

- Fitting homes with efficient products, such as:
  - Aerated Taps
  - Aerated Shower heads
  - Low Flush Toilets, or air flush toilets
  - Water efficient white goods
- Installing Smart Meters, this allows the consumer to see how much water they are using, and how this affects their water saving bill. This can help consumers to reduce water usage, identify leaks, and meet water saving targets, with the bonus of reduced bills.
- Designing home to encourage water saving behaviours, this can also help reduce water use and help ensure that other measures that are put in place are effective. Education and awareness are important components of achieving water neutrality.

4.1.2 Building Regulations Part G states that when the new fittings approach is used, the water consumption of the fittings must not exceed a total of 125 l/p/day/. The values are listed in the table 4 below:

Table 4 Maximum Fittings Consumption from Building Regulations Part G

Water Fitting	Maximum Rating
WC	6.4/ litres dual flush or 4.5 litres single flush
Shower	10 l/min
Bath	185 litres
Basin Taps	6 l/min
Sink Taps	8 l/min
Dishwasher	1.25 l/place setting
Washing Machine	8.17 l/kilogram

4.1.3 Should the proposed development be required to comply with the optional water efficiency as part of the conditions for planning permission, the estimated consumption of water can be calculated via the Optional requirement level of fittings consumption. This is listed within Building Regulations Part G, which also states that the water consumption must not exceed 110 l/p/day, and the maximum fittings consumption for optional requirement can be found in Table 5 below:

Table 5 Maximum fittings consumption optional requirement level from Building Regulations Part G

Water Fitting	National Base Level
WC	4/2.6 litres dual flush
Shower	8 l/min
Bath	170 litres
Basin Taps	5 l/min
Sink Taps	6 l/min
Dishwasher	1.25 l/place setting
Washing Machine	8.17 l/kilogram

4.1.4 However, to improve on the above requirements, the proposed site can implement the following measures in order to focus on becoming a water efficient development. By installing the following features, the development can achieve a water demand of around 85 l/p/d, which aligns with a 'Realistic Achievable' PCC. See Table 6 below:

Table 6 Water efficient fittings consumption

Water Fitting	Consumption Level
WC	4/2.6 litres dual flush
Shower	7 l/min
Bath	145 litres
Basin Taps	2.5 l/min
Sink Taps	5 l/min
Dishwasher	0.67 l/place setting
Washing Machine	5.5 l/kilogram

Please note that by accepting this report, you accept the low flow rates of the proposed fittings required to achieve water neutrality. CGS Civils cannot be held responsible for any reduced comfort levels that may arise from the use of these fittings.

4.1.5 Water demand can also be reduced through fitting metres, which help to identify leaks and track water consumption as a way to support and encourage behavioural changes such as, not leaving the tap running when brushing teeth and using eco settings on the washing machine and dishwasher. It should be noted that behavioural changes have not been used within the calculations within this report as it is impossible to enforce.

Table 7 Practical Summary of Step 1

Step 1: Reduce Water				
Toilets	Cistern displacement devices (toilet hippos)	Retrofit flush devices to dual flush	Fix leaky toilets	
Taps	Tap inserts (aerators)	Low flow restrictors	Push taps	Infrared Taps
Showers/baths	Low flow shower heads (less than 8litres/min)	Shower timers	Reduced bath frequency & volume	
Outdoors	Hosepipe flow restrictors	Hosepipe siphons	Water butts	Mulches and composting to keep soil moist
Smart Metering	Leakage information	Encourage behavioural changes	Innovative tariffs	Savings estimates

4.1.6 By retrofitting the fittings within the constructed dwelling with the water efficient devices listed above, it is possible to reduce the water demand on site from **314.6 l/day** down to **254.6 l/day**

2.86 x 89.04 l/p/d

= **254.6 l/day**

- *2.86 (average occupancy level for a 4-bedroom dwelling) x 89.04 (Appendix A – Water Calculator for Proposed fittings)*

5 Step 2 – Identify measures that can be used to re-use water

5.1.1 Once the water demand has been reduced via the installation of water efficient products, water reuse should be considered. The term 'water reused' refers to the capture, treatment (if it is required) and the use of alternative water supplies for non-potable purposes. It includes:

- Rainwater and surface water harvesting
- Greywater recycling (typically the used water from baths, showers and hand basins)
- Wastewater recycling.

5.1.2 The installation of water reusing technology has the potential to save significant amounts of water; for example, 24% of water in the home is used for flushing the toilet and only 4% externally in the garden meaning a water reuse system could save at least a quarter of the demand if it was installed for these purposes. Depending on the quality and the system installed, it could also be possible to re-use water for a washing machine which accounts for 12% of total water usage.

Table 8 Practical Summary of Step 2

Step 2: Reuse Water			
Rainwater Harvesting	Small scale water butt	Rainwater Harvesting system for individual homes and buildings	Large scale surface water harvesting
Greywater Recycling		Small systems for individual homes	Largest scale systems for commercial and mixed-use sites

5.1.3 The installation of water reusing technologies will further reduce the water demand on site. This particular site will make use of water butts to re-use rainwater for external water usage. The proposed roof area is sufficient to provide the required water to the property via water butts as well as has sufficient capacity for a 35-day drought period.

5.1.4 By installing the water efficient devices listed above as well as water butts, the total demand will be reduced to:

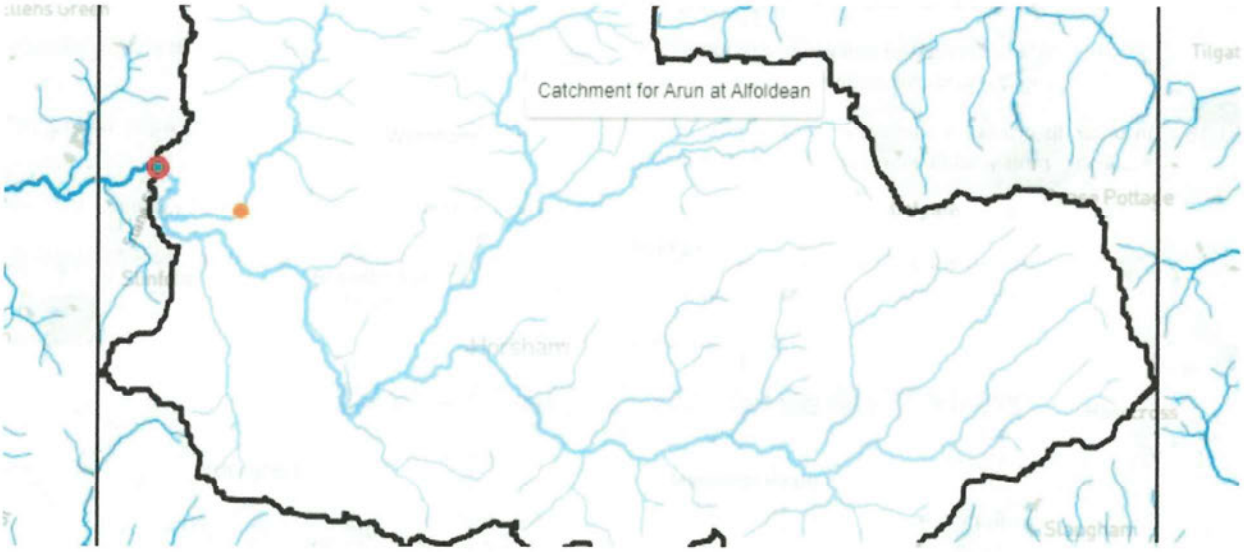
2.86 x 79.5

= 227.37 l/day

- *2.86 (average occupancy level for 4-bedroom dwelling) x 79.5 (Appendix B – Water calculator for proposed fittings with RWH)*

5.1.5 A calculation is to be made to ensure that the rainwater harvested is greater than the rainwater demand within the dwelling. The following is a calculation for 5% of the annual rainwater yield and has been calculated using Rainfall data from the National River Flow Archive which provides annual rainfall data as recorded by the Met office and follows the intermediate approach as detailed within BS 8515:2009.

5.1.6 Using the rainfall catchment data provided by the National River Flow Archives, the site is within the Catchment of station point 41019 – Arun at Alfoldean:



5.1.7 The latest data available for this station is SAAR 1961-1990, which shows that the depth of rainfall in the area is 807mm.

$$Y_R = A \times e \times h \times n \times 0.05$$

Where:

Y_R = the annual rainwater yield (l)
A = The collecting area (m^2)
e = yield coefficient (%)
h = depth of rainfall (mm)
n = hydraulic filter efficiency

$$\underline{\mathbf{2913.27}} = 95 \times 0.8 \times 807 \times 0.95 \times 0.05$$

5.1.8 In order to ensure there is sufficient roof area, another calculation from BS 8515:2009 must be carried out in order to calculate the annual demand within the property. The following is a calculation for 5% of the annual non-potable water demand.

$$D_N = P_d \times n \times 365 \times 0.05$$

Where:

D_N = the annual non-potable water demand (l)
P_d = The daily requirement per person (l)
n = number of persons

$$261 = 5 \times 2.86 \times 365 \times 0.05$$

5.1.9 To ensure there is sufficient area to allow a 35-day drought storage, an extra 35 days is to be included:

$$\underline{\mathbf{286}} = 5 \times 2.86 \times 400 \times 0.05$$

5.1.10 From the above water calculations, we have:

- Proposed water usage rate of 110 litres/person/day based on 'HDPF'
- Which can then be reduced to a proposed water usage rate of 79.5 litres/person/day with water efficient devices and rainwater harvesting

5.1.11 In order to provide a cumulative consumption comparison between the existing and the proposed water usage, the occupancy rates would be for 'as existing' and 'as proposed':

- Proposed water demand from HDPF – 110 l/p/d at an overall occupancy rate 2.86 people = **314.6l/day.**
- Proposed Water Demand with water efficient devices listed in **Table 4** and Rainwater harvesting – 79.5 l/p/d at an overall occupancy rate of 2.86 people = **227.4 l/day**

Table 9 Schedule of Example Fittings

Water Fitting	Water Usage	Example Fitting:
WC	4/2.6 litres dual flush	E8967 Sandringham 21
Shower	7 l/min	Hansgrohe Hand Shower Croma S110
Bath	145 litres	Carron Shallow Single Bath
Basin Taps	2.5 l/min	Grohe Eurosmart Cosmopolitan
Sink Taps	5 l/min	Carron Phoenix Pura Plus
Dishwasher	0.73 l/place setting	Bosch SMS6EDI02G
Washing Machine	5.5 l/kilogram	Fisher & Paykel WM1490F1

Please note that the above fittings are examples only. Ensure that your chosen fittings meet the required water usage. All basin and Kitchen taps can be fitted with flow restrictors instead of a reduced flow tap in order to achieve necessary reduced water usage.

7 Step 3 – Offsetting remaining water demand

7.1.1 Finally, the remaining water requirements for new homes or developments which cannot be satisfied with non-potable sources must be offset. Offsetting can generally be done by investing in schemes that save water within the local region such as retrofitting existing buildings with water efficient devices or water reuse systems.

7.1.2 In this instance however, the client owns another property within the Horsham DC area, which has the post code BN5 9ST. The client is willing to retrofit this property with water efficient fittings and to install water butts for external usage. The existing dwelling has 6-bedrooms and a confirmed occupancy of 5 people. No water meter is fitted to the property, therefore, an existing fittings survey (C2826 Existing Fittings Survey) has been carried out to confirm that the retrofitting of this dwelling will be sufficient to offset the water demand from 35A Brambling Road.

7.1.3 The existing property has a total existing water demand of **631.55 l/day** over the confirmed occupancy of 5 people, by retrofitting the existing property with water efficient devices and installing water butts, it is possible to reduce this demand down to **397.5 l/day** which is a reduction of **234.05 l/day** which is sufficient to offset 35A Brambling Road.

7.1.4 As indicated within the above calculations, it is clear that the proposed site is not only water neutral, but there will be an overall betterment over the existing site's water demand therefore reducing the impact within the region.

Proposed water demand prior to mitigation	– 314.6 l/day
Proposed demand post mitigation techniques	– 227.4 l/day
Capacity released from modifications to existing dwelling	- 234.05 l/day
Difference	**- 6.65 l/day**

8 Conclusion

8.1.1 To summarise:

- The proposed development will use on average **314.6 l/day** prior to any mitigation techniques.
- This water demand can be reduced to **254.6 l/day** through the installation of water reducing appliances
- Re-using the water through rainwater harvesting tanks can further reduce the water demand down to **227.4 l/day**
- The retrofitting and installation of water butts on an existing dwelling within the Horsham DC area can reduce the water demand within the region by **234.05 l/day** which is sufficient to offset the proposed dwelling.
- The overall water demand will be reduced, and the site will become water neutral.

9 Appendices

9.1 Appendix A:

Table 10 – Water Calculator from Building Regulations Part G – Information input from proposed site with water efficient devices from Table 6.

The Water Calculator for New Dwellings with Water efficient measures					
Installation Type	Unit of measure	Volume/ flow rate	Use factor	Fixed use	Litres/person/day
WC (Single Use)	Flush volume (l)	0	4.42	0	0
WC (Dual Flush)	Full Flush Vol.	4	1.46	0	5.84
	Part Flush vol.	2.6	2.96	0	7.696
WC (Multiple Fittings)	Average effective flush volume (l)	0	4.42	0	0
Taps (excl. Kitchen)	Flow rate (l/min)	2.5	1.58	1.58	5.53
Bath (shower also present)	Capacity to overflow (l)	145	0.11	0	15.95
Shower (bath also present)	Flow rate (l/min)	7	4.37	0	30.6
Bath only	Capacity to overflow (l)	0	0.5	0	0
Shower only	Flow rate (l/min)		5.6	0	0
Kitchen sink taps	Flow rate (l/min)	5	0.44	10.36	12.56
Washing Machine	Litres/kg dry load	5.5	2.1	0	11.55
Dishwasher	litres/place setting	0.73	3.6	0	2.62
Waste disposal unit	litres/use	0	3.08	0	0
Water softener	litres/person/day	0	1	0	0
		Total Calculated use (l/p/d)			92.358
		Contribution from greywater (l/p/d)			0
		Contribution from rainwater (l/p/d)			0
		Normalisation factor			0.91
		External water use			5
		Total water consumption (36(1)) (l/p/d)			89.045

9.2 Appendix B:

Table 11 – Water Calculator from Building Regulations Part G – Information input from proposed site with water efficient devices from Table 6 with Rainwater Harvesting.

The Water Calculator for New Dwellings with Water efficient measures					
Installation Type	Unit of measure	Volume/ flow rate	Use factor	Fixed use	Litres/person/day
WC (Single Use)	Flush volume (l)	0	4.42	0	0
WC (Dual Flush)	Full Flush Vol.	4	1.46	0	5.84
	Part Flush vol.	2.6	2.96	0	7.696
WC (Multiple Fittings)	Average effective flush volume (l)	0	4.42	0	0
Taps (excl. Kitchen)	Flow rate (l/min)	2.5	1.58	1.58	5.53
Bath (shower also present)	Capacity to overflow (l)	145	0.11	0	15.95
Shower (bath also present)	Flow rate (l/min)	7	4.37	0	30.6
Bath only	Capacity to overflow (l)	0	0.5	0	0
Shower only	Flow rate (l/min)		5.6	0	0
Kitchen sink taps	Flow rate (l/min)	5	0.44	10.36	12.56
Washing Machine	Litres/kg dry load	5.5	2.1	0	11.55
Dishwasher	litres/place setting	0.73	3.6	0	2.62
Waste disposal unit	litres/use	0	3.08	0	0
Water softener	litres/person/day	0	1	0	0
		Total Calculated use (l/p/d)			92.358
		Contribution from greywater (l/p/d)			0
		Contribution from rainwater (l/p/d)			5
		Normalisation factor			0.91
		External water use			0
		Total water consumption (36(1)) (l/p/d)			79.5

9.3 Appendix C:

Potential Washing Machine data sheet – Fisher & Paykel WM1490F1 9kg:

Model	Cycle	Temp. (°C)	Load (kg)	Program Time On Display (min)	Remaining Moisture Content (%)	Energy Consumption (kWh/Cycle)	Water Consumption (L/Cycle)
WM1490F	Cottons Eco*	60	9	198	47	0.67	50
	Cottons	40	9	138	56	1.17	84
	Everyday	40	8	59	48	0.81	96
	Heavy	60	8	130	48	2.19	115
	Synthetic	40	4	121	40	0.98	53
	Delicate	40	4	45	65	0.70	65
	Sports	40	4	50	43	0.55	56

9.4 Appendix D:

Dish Washer Data Sheet – Bosch SMS6EDI02G:

Product information sheet COMMISSION DELEGATED REGULATION (EU) 2019/2017				
Supplier's name or trade mark [a] [b] :	Bosch			
Supplier's address [a] [b] :	BSH Hausgeräte GmbH, Carl-Wery-Str. 34, 81739 Munich, Germany			
Model identifier [a] :	SMS6EDI02G			
General product parameters:				
Parameter	Value	Parameter	Value	
Rated capacity [c] (ps)	13	Dimensions in cm [a] [b]	Height	85
			Width	60
			Depth	60
EEI [d]	44	Energy efficiency class [d]	C [c]	
Cleaning performance index [d]	1.121	Drying performance index [d]	1.061	
Energy consumption in kWh [per cycle], based on the eco programme using cold water fill. Actual energy consumption will depend on how the appliance is used.	0.736	Water consumption in litres [per cycle], based on the eco programme. Actual water consumption will depend on how the appliance is used and on the hardness of the water.	9.5	
Programme duration [d] (h:min)	4:35	Type	Freestanding	
Airborne acoustical noise emissions [d] (dB(A) re 1 pW)	46	Airborne acoustical noise emission class [d]	C [c]	
Off-mode (W) (if applicable)	-	Standby mode (W) (if applicable)	0.50	
Delay start (W) (if applicable)	4.00	Networked standby (W) (if applicable)	2.00	
Minimum duration of the guarantee offered by the supplier [a] [b] :			24 months	
Additional information [a] [b] :				
Weblink to the supplier's website, where the information in point 6 of Annex II to Commission Regulation (EU) 2019/2022 is found: www.bosch-home.com/energylabel				

Schedule 4

The Owners' Covenants to the Council

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

Monitoring Fee

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

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

Water Neutrality

3. Not to commence Development until the Council has approved the Water Neutrality Strategy in writing;

4. Prior to Occupation of the Development, to submit evidence in writing to the Council that the Onsite Efficiency 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 consumption of the Site;

5. Not to Occupy the Development until the Council has confirmed in writing that the Offsetting Measures in the approved Water Neutrality Strategy have been implemented in full at the Site;

6. To retain the Onsite Efficiency Measures in perpetuity and not to remove or replace the Onsite Efficiency Measures other than with a replacement fixture(s) or fitting(s) which meet(s) an equivalent or more efficient water standard;

7. To maintain and keep in good repair the Onsite Efficiency Measures installed on the Site;

8. To allow the Council to enter the Application Site for the purpose of inspecting the Onsite Efficiency Measures and ensuring that the measures are retained as required provided that the Council gives not less than 24 (twenty four) hours' notice in writing of its intention to inspect the Onsite Efficiency Measures;

9. That in the event that the Application Site is transferred, that the transfer of any part of the Site being transferred contains a direct covenant with the transferee;

    a. To comply with the restrictions and obligations set out in this Agreement;

b. To maintain and keep in good repair the Onsite Efficiency Measures installed on the Site in accordance with the Water Neutrality Statement and this Agreement;

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number [ ] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

Schedule 5

The Offsetting Site Owner's and the Mortgagee's Covenants to the Council

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

1. To implement the Offsetting Measures at the Offsetting Site in accordance with the Water Neutrality Strategy contained in the Water Neutrality Statement at Schedule 3.
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 consumption of the Offsetting site.
3. 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;
4. To maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Strategy;
5. To allow the Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 1 (one) Working Days' notice in writing of its intention to inspect the Offsetting Measures;
6. That in the event that the Offsetting Site is transferred, that the transfer of any part of the Offsetting Site being transferred contains a direct covenant with the transferee:
   a. to comply with the restrictions and obligations set out in this Agreement;
   b. to maintain and keep in good repair the Offsetting Measures installed on the Offsetting Site in accordance with the Water Neutrality Strategy and this Agreement;
   c. to consent to the entering of the following restriction on the transferee's title to the Offsetting Sites 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 5 of [Details of the Transfer] have been complied with".

Michael Hawley Senior Operations Manager

Jennifer Clarke Senior Operations Manager

As employed by Barclays Bank UK PLC, 1 Churchill Place, London E14 5HP jointly and severally as our true and lawful attorneys (the "Attorney" / each an "Attorney" together the "Attorneys") for and in our name and on our behalf:

1. to take all action to sign, deliver, execute and perfect, deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and reassignments of real or personal property, mortgages charged or assigned by way of security to the Company (the "Documents"); and/or

2. to take all actions and to execute any additional document as the Attorney may think fit to give effect to the arrangements referred to in the documents described in paragraph 1 above; and/or

3. to make any minor subsequent amendment, as the Attorney may think fit in the Attorney's absolute discretion, to the Documents and any additional document as the Attorney may think fit in order to give effect to the arrangements referred to in the Documents including those documents referred to in paragraph 1 or 2 above; and/or

4. to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (whether as a deed or not) and take any steps or do anything which the Attorney considers necessary or desirable in the Attorney's absolute discretion in connection with paragraph 1 above.

Any actions authorised by this Deed may be taken by any of the Attorney(s) and if so taken shall be as valid as though done by all Attorneys.

By this Deed we ratify and confirm, and agree to ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.

This Deed shall remain in force until the earlier of: (i) the date which is 12 (twelve) consecutive months from the date of this Deed; or (ii) with respect to the powers granted to each individual Attorney appointed under it, the date on which that Attorney ceases to be employed by a Barclays Group company.

This Deed revokes the power of attorney made by the Company on 14th December 2023 appointing certain of the Attorneys to do any of the acts detailed above in the name of the Company and on its behalf.

This Power of Attorney and any non-contractual dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company exclusively submits by executing this Deed and the Attorney exclusively submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank UK PLC
was affixed in the Execution of this Deed
in the presence of:

[redacted]
Assistant Secretary Barclays PLC
Authorised Sealing Officer

I certify this to be a true and complete copy of the original

[redacted]

For Barclays Bank UK Plc
Manager

Date 5/7/24

BARCLAYS BANK UK PLC
POWER OF ATTORNEY

By this POWER OF ATTORNEY made by Deed on 1st May 2024 (the "Deed"), we, Barclays Bank UK PLC, a company incorporated in United Kingdom and registered in England (registered number 09740322), whose registered office is situated at 1 Churchill Place, London E14 5HP (the 'Company') APPOINT:

Caroline Keogh	Senior Operations Manager
Daniel Spears-O'Neil	Senior Operations Manager
Caroline Hamer	Operations Manager
Karen Sayonas	Operations Manager
Nadeem Aftab	Operations Manager
Steve Castle	Specialist Customer Care Colleague
Jack Nightingale	Specialist Customer Care Colleague
Ellie France	Specialist Customer Care Colleague
Judith Laithwaite	Specialist Customer Care Colleague
Amy Walton	Specialist Customer Care Colleague
Myles Hampson	Specialist Customer Care Colleague
Jack Millar	Specialist Customer Care Colleague
Holly King	Specialist Customer Care Colleague
Mehwish Ahmed	Specialist Customer Care Colleague
Lisa Hargreaves	Specialist Customer Care Colleague
Yasmin Abid	Specialist Customer Care Colleague
Carly Turner	Specialist Customer Care Colleague
John-Paul Wain	Specialist Customer Care Colleague
Will Mews	Specialist Customer Care Colleague
Daniel Wang	Specialist Customer Care Colleague
Chanel Egerton	Specialist Customer Care Colleague
Emma Wadlow	Specialist Customer Care Colleague
Steven Hanson	Specialist Customer Care Colleague
Jane Groom	Specialist Customer Care Colleague
Jordan Brown	Specialist Customer Care Colleague
John Walsh	Specialist Customer Care Colleague
Matthew Hall	Specialist Customer Care Colleague
Catherine Good	Specialist Customer Care Colleague
Ben Turnbull	Specialist Customer Care Colleague
Neil Beecroft	Specialist Customer Care Colleague