(1) **ANDREW PHILIP RUTHERFORD**

(2) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

Section 106 of the Town and Country Planning Act 1990 in respect of

Land at Rowfold Lodge, Coneyhurst Road, Billingshurst, RH14 9DD

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

Planning Ref: DC/24/0304 and HRA/24/0014
Legal Ref: CT/12164

This Agreement is made as a deed and dated 29th May 2025

Between:

(1) **ANDREW PHILIP RUTHERFORD** of Rowfold Lodge, Coneyhurst Road, Billingshurst, RH14 9DD ("the Owner");

(2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("the Council")

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 Owner is the registered proprietor with Title Absolute of the Application Site and Offsetting Site referred to as Rowfold Lodge, Coneyhurst Road, Billingshurst that is registered at HM Land Registry under title number WSX106693.

1.3 The Application for prior approval consent was received and validated by the Council on 23rd February 2024 and permitted subject to conditions on 18th April 2024 including obtaining Regulation 77 Consent.

1.4 On 20th August 2024 the Application for Regulation 77 Consent was submitted to the Council and is to be granted by the Council subject to the completion of this Agreement to secure the planning obligations herein.

1.5 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.

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

1.7 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 Application Site and the Offsetting Site.

1.8 Regulation 75 of the 2017 Regulations requires that any planning permission, granted after 30th September 2017 by virtue of the 2015 Order, that could have a likely significant effect on certain ecologically important sites must not be begun until the developer has received prior approval from the local planning authority under Regulation 77 of the 2017 Regulations.

1.9 The Owner is willing to enter into and for the Application Site and Offsetting Site to be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS

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

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended);
"2017 Regulations"	the Conservation of Habitats and Species Regulations 2017;
"Act"	the Town and Country Planning Act 1990 (as amended).
"Application"	the application for prior approval consent for development comprising: "Prior Notification for Change of Use of Agricultural Building to a single dwellinghouse" ascribed reference number DC/24/0304;
"Application Site"	the building labelled "Application Site" to which the Application relates, which is shown for identification purposes edged red on the Application Site Plan;
"Application Site Plan"	the plan entitled "Site Location Plan" produced by Batchellor Monkhouse and attached to this Agreement at Schedule 1;
"Application Site Measures"	the water measures comprising water efficient fixtures and fittings that are to be implemented on the Application Site to provide for a water consumption of 115.5 litres per day as set out in the Water Neutrality Statement;
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory

	boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and **"Commence Development"** shall be construed accordingly;
"Commencement Date"	the date on which the Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3;
"Development"	the development of the Application Site pursuant to the Planning Permission and Regulation 77 Consent;
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or other such officer as may be designated by the Council for the purpose of discharging their duties and functions from time to time.
"Monitoring Fee"	the fee of **£400** (**Four Hundred Pounds**) payable to the Council for monitoring obligations in the Agreement and which is payable before completion 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"	occupation for any purpose for which Planning Permission and Regulation 77 Consent is granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and **"Occupy"** , **"Occupied"** and **"Occupation Date"** shall be construed accordingly;
"Occupation Notice"	the written notice confirming the Occupation Date referred to in Clause 7.1.2 and served in accordance with Clause 7.3;
"Offsetting Site"	the building labelled as "Rowfold Lodge" shown for identification purposes edged green and marked as "Offsetting Site" on the Application Site Plan;
"Offsetting Measures"	the detailed water saving measures that are to be implemented at the Offsetting Site in order to make the Development Water Neutral set out in the Water Neutrality Statement;
"Planning Permission"	deemed planning permission granted under Schedule 2, Part 3, Class Q of the 2015 Order which prior approval was granted by the Council for the Application subject to conditions including obtaining Regulation 77 Consent;
"Position Statement"	the statement dated 14th September 2021, updated in February and November 2022, which states that water abstraction for water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley;
"Regulation 77 Application"	the application made pursuant to Regulation 77 of the 2017 Regulations, for consent to carry out the Development as the requirement for it to be water neutral has been met, ascribed reference number HRA/24/0014;
"Regulation 77 Consent"	the consent of the Council pursuant to the Regulation 77 Application permitted subject *inter alia* to completion of this Agreement;
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;

“SNWSZ”	the Sussex North Water Supply Zone from where Southern Water supplies drinking water;
“Southern Water”	the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Neutral"	the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and **"Water Neutrality"** shall be construed accordingly;
"Water Neutrality Statement”	the statement prepared by Batchellor Monkhouse dated August 2024 on behalf of the Owner in support of the Regulation 77 Application, setting out the Application Site Measures to be undertaken to demonstrate how the Development will be delivered and remain Water Neutral in perpetuity in accordance with the Position Statement, comprising Schedule 2 of this Agreement;
"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 Schedule 3, with the exception of paragraph 1 regarding Monitoring Fees, shall only take effect upon the Commencement of Development.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owner covenants with the Council to fully comply with and to perform the obligations contained herein and in Schedule 3 of this Agreement in relation to the Application Site and Offsetting Site in accordance with the requirements and timescales set out;

6.1.2 The Owner covenants with the Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;

7. NOTICES

7.1 The Owner covenants with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 10 (ten) Working Days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the 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 Development and Building Control of the Council.

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

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

8. COSTS

8.1 The Owner has undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fee.

9. MORTGAGEE'S LIABILITY

9.1 Any future chargee or future mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site and/ or the Offsetting Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

10. GENERAL

The Parties undertake that:

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

10.2 this Agreement constitutes a deed.

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

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

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

10.6 The Owner hereby undertakes that:

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

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

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

10.7 The Owner acknowledges that this Agreement will be registered as a local land charge.

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

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

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

10.11 The obligations in this Agreement (with the exception of clause 8. (Costs)) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission or the Regulation 77 Consent:

10.11.1 expires; or

10.11.2 is varied or revoked other than at the request of the Owner; or

10.11.3 is quashed following a successful legal challenge,

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

10.12 The Owner (or any person deriving title to the Application Site and / or Offsetting Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with their interest in the Application Site or part of the Application Site and / or Offsetting Site or part of the Offsetting Site 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 Application Site and Offsetting Site include any part of it.

10.15 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

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

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

PROVIDED THAT:

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

10.17.5 the 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.

10.18 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement or the Planning Permission and / or Regulation 77 Consent pursuant to the Application or the planning obligations that relate to the Application Site and / or Offsetting Site, no obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission and / or Regulation 77 Consent (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in that part of the Application Site and the Offsetting Site other than as stated in this Agreement.

12.2 The Owner undertakes 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.

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

SIGNED as a **DEED** by
ANDREW PHILIP RUTHERFORD

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I ..... Print name
T 43, Marjoram Avenue Address 1
N Cranleigh ..... Address 2
E Surrey ..... Address 3
S GU6 8GS ..... Post code
S Retired ..... Occupation

18047 x2

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

[redacted]

Authorised Officer

Schedule 1

Application Site Plan

Site Location Plan

Batcheller Monkhouse



[redacted]

[redacted]

50 m
Scale 1:1333 (at A4)

N

Produced on Land App, Apr 3, 2025.
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Schedule 2

Water Neutrality Statement

Water Neutrality Statement

Building at Rowfold Lodge
Coneyhurst Road
Billingshurst
West Sussex
RH14 9DD

On Behalf of
Mr Rutherford

Prepared by
Charlotte Catton-Giltinane AssocRTPI
c.catton-giltinane@batchellermonkhouse.com
01798 877555

August 2024

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1 INTRODUCTION

1.1 This Water Neutrality Statement is submitted in support of an application made under Regulation 77 of the Conservation of Habitats and Species Regulations 2017 (hereafter referred to as an 'HRA application').

1.2 It follows a Class Q prior approval for the conversion of an agricultural building at Rowfold Lodge to form 1no. 1 bedroom dwelling which was granted in April 2024 under application reference DC/24/0304.

1.3 This application is required following concerns raised by Natural England, through the publication of a Position Statement in September 2021, regarding water extraction within the Sussex North Water Supply Zone. It is stated that it cannot be concluded that the existing abstraction within Sussex North Water Supply Zone is not having an impact on the protected sites within Arun Valley, therefore new developments within this area must not add to this impact. This is demonstrated by achieving water neutrality.

1.4 In response to Natural England's Position Statement, this application seeks to demonstrate that the permitted development is water neutral and can thus be implemented in accordance with the relevant regulations.

1.5 The proposed dwelling will use a total 115.5 litres of water per day across the application site, as evidenced by the water calculations for the proposed dwelling which can be found in Appendix B. This equates to 90,388 litres of water per year.

1.6 Offsetting the water usage of the proposed dwelling will be undertaken via water reduction measures installed on the existing fixtures and fittings located within the dwelling known as Rowfold Lodge and which the applicant owns. The location of Rowfold Lodge is shown in Appendix C.

1.7 The flow rates of the kitchen taps, washroom taps and showers in Rowfold Lodge show that these fixtures currently use a total of 281.34 litres of water per day. The flow reducers will reduce this by 120.78 litres of water per day. This will more than offset the water usage of the approved dwelling subject to planning application DC/24/0304.

1.8 A summary of calculations are provided below:

Class Q Development

Total Proposed consumption before off-site mitigation 115.5 litres per day

Total Proposed consumption after off-site mitigation 0 litres per day

Offsetting Site

Offsetting site – existing mains consumption 281.34 litres per day

Offsetting site – total reduction per day from installation of flow restrictors 120.78 litres per day

Offsetting site – residual demand -5.28 litres per day

Net Water Demand

Total proposed mains consumption 115.5 litres per day

Reduction achieved through off-site mitigation 120.78 litres per day

Residential net mains water demand -5.28 litres per day

2 BASELINE CALCULATIONS

2.1 The application site contains one agricultural building extending to 47 sqm. The building has no historic water usage that can be evidenced and therefore the baseline water usage of the application site is zero.

2.2 There are no other extant permissions relevant to this statement other than the aforementioned Class Q approval.

3 PROPOSED DEMAND

3.1 The approved Class Q development comprises the conversion of one agricultural building into a one bedroom dwelling. A copy of the approved floor plan is provided at Appendix A.

3.2 Using the Horsham district average occupancy rate of a one bedroom dwelling of 1.32, the proposed development is expected to use 115.5 litres of water per day on the application site, assuming a daily usage of 87.5 litres per person which includes 5 litres for an outside tap, as shown on the Water Calculations provided in Appendix B. This figure is based on the following calculation:

1.32 occupancy rate x 1 x 87.5 litres per day = 115.5 litres per day

4 OFFSITE MITIGATION

4.1 Existing Water Usage

4.1.1 Due to there being no baseline water usage, offsetting measures will need to be identified to offset the water usage of the proposed dwelling.

4.1.2 Located to the north of the application site is an existing dwelling known as Rowfold Lodge which is owned and occupied by the applicant. The location of the dwelling is shown in Appendix C.

Figure 4.1 – Location Plan of Application and Offsetting Site



4.1.3 Rowfold Lodge is a 5 bedroom detached dwelling which has an occupancy rate of 2.86 The actual occupation rate of the property however is 3 persons, with other family members staying on a regular basis. For the purposes of this application and to err on the side of caution we have based our calculations using Horsham's District Councils Occupancy Rate of 2.86.

4.1.4 It is therefore proposed to offset the water demand of the proposed dwelling by installing flow restrictors onto the existing fittings located within Rowfold Lodge

4.1.5 A qualified plumber attended site to verify the existing fixtures and fittings' flow rates and to confirm what these can be reduced to by installing flow restrictors. A summary of the findings is provided in Table 4.1 and Table 4.2.

Table 4.1 – Existing Flow Rates

(Please see detailed water calculations attached at Appendix B)

Appliance	QTY	Existing Average Flow Rate
Kitchen Tap Cold	1	22
Kitchen Tap Hot	1	20
Utility Room Tap Cold	1	12
Utility Room Tap Hot	1	16
Cloak Room Tap Cold	1	14
Cloak Room Tap Hot	1	12
Master Tap Cold	1	18
Master Tap Hot	1	16
Master Shower Hot	1	9

Master Shower Cold	1	10
Bathroom Tap Cold	1	16
Bathroom Tap Hot	1	14
Bathroom Shower Hot	1	12
Bathroom Shower Cold	1	14
Jack & Jill Tap Cold	1	18
Jack & Jill Tap Hot	1	16
Ensuite Tap Cold	1	22
Ensuite Tap Hot	1	16
Ensuite Shower Hot	1	11
Ensuite Shower Cold	1	12

4.1.6 Total water usage of the existing fixtures and fittings per day is 98.37 litres per person, multiplied by the average occupancy of a 5 bedroomed property totals 281.34 litres per day.

98.37 litres per day x 2.86 Occupancy Rate = 281.34 litres per day

4.2 Proposed Offsetting Measures

4.2.1 In order to offset the water consumption of the dwelling (115.5 litres per day), it is proposed to fit water saving measures to the existing fixtures and fittings at Rowfold Lodge. The location of which is shown in Appendix C.

4.2.2 The proposed water saving fittings are flow limiters which will be fitted to the kitchen taps, hand basins and showers to reduce water flow, details are provided at Appendix D. The water savings are detailed within table 4.2.

Table 4.2 – Proposed Flow Rates

(Please see detailed water calculations attached at Appendix B)

Appliance	QTY	Existing Average Flow Rate
Kitchen Tap Cold	1	8
Kitchen Tap Hot	1	8
Utility Room Tap Cold	1	8
Utility Room Tap Hot	1	8
Cloak Room Tap Cold	1	8
Cloak Room Tap Hot	1	8
Master Tap Cold	1	8
Master Tap Hot	1	8
Master Shower Hot	1	6
Master Shower Cold	1	6
Bathroom Tap Cold	1	8

Bathroom Tap Hot	1	8
Bathroom Shower Hot	1	6
Bathroom Shower Cold	1	6
Jack & Jill Tap Cold	1	8
Jack & Jill Tap Hot	1	8
Ensuite Tap Cold	1	8
Ensuite Tap Hot	1	8
Ensuite Shower Hot	1	6
Ensuite Shower Cold	1	6

4.2.3 Total water usage per day will therefore be 56.14 litres per person, multiplied by the average occupancy of a 5 bedroom property in the Horsham District gives a total water usage of 160.56 litres per day. This equates to a reduction in water consumption of 120.78 litres per day.

56.14 litres x 2.86 occupancy rate = 160.56 litres per day

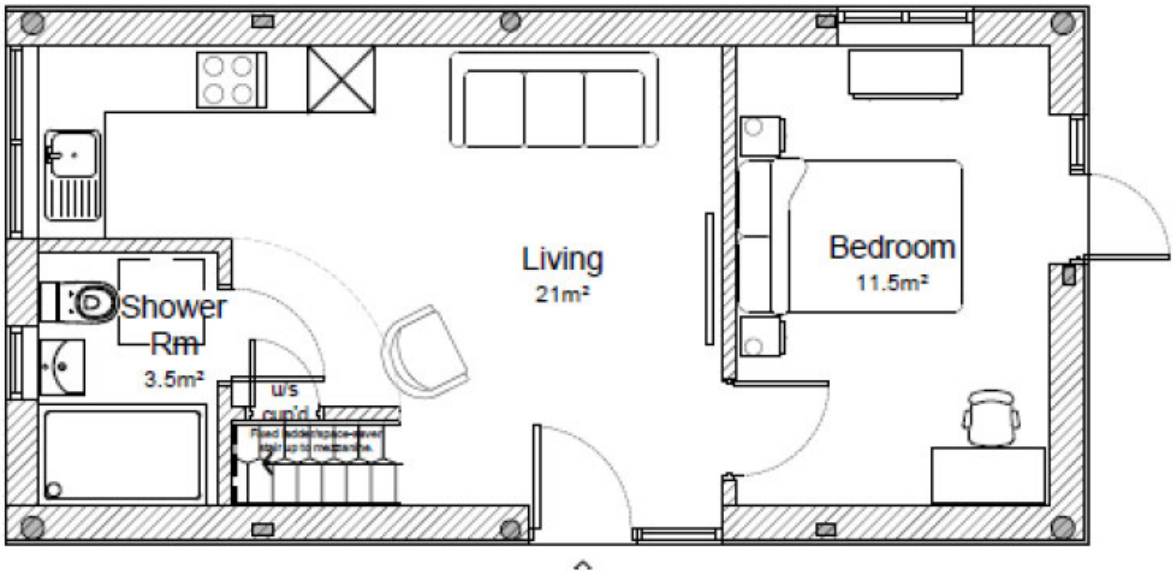
Existing Water Usage 281.34 litres per day – 160.56 Proposed Water Usage litres per day = 120.78 litres per day

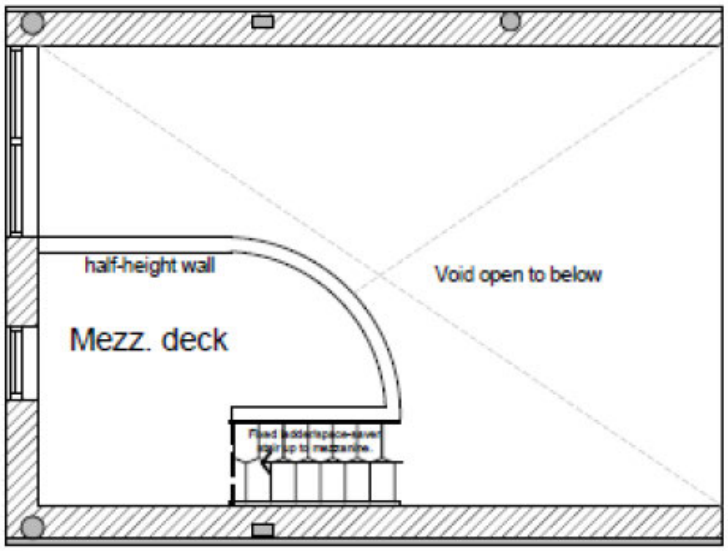
4.2.4 This therefore offsets the required water usage of the new dwelling being 115.50 litres per day and deems the proposal water neutral.

Site Address	Existing Water Usage of Fittings	New Water Usage of Fittings (flow reduces installed)
Rowfold Lodge	281.34 l/p/d	160.56 l/p/d
Water Reduction		120.78 l/p/d
Proposed Water Usage of New Dwelling		115.50 l/p/d
Net Demand		**-5.28 l/p/d**

Appendix A

Approved plans





Appendix B

Water Calculator for New Dwelling (Class Q)

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4,42	0,00	0
WC (dual flush)	Full flush Volume (litres)	2,95	1,46	0,00	4,31
	Part flush Volume (litres)	2,5	2,96	0,00	7,40
WC (multiple fittings)	Average effective flushing Volume (litres)		4,42	0,00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	2,50	1,58	1,58	5,53
Bath (where shower also present)	Capacity to overflow(litres)		0,11	0,00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4,37	0,00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)	7,00	5,60	0,00	39,20
Kitchen/Utility room sink taps	Flow rate (litres/minute)	5.00	0.44	10.36	12.56
Washing Machine	(Litres/kg dry load)	8,17	2,1	0,00	17,16
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.50
Waste disposal unit	(Litres/use)	☐ Present	3,08	0,00	0
Water Softener	(Litres/person/day)		1,00	0,00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			90,66
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0,91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			82,50
	(10)	External water use			5,0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			87.5

Installation Type	Make/Model (mandatory)	Litres/Person/Day
WC (dual flush)	Proposed Flow Rate	11.71
Taps	Proposed Flow Rate	5,53
Showers Only	Proposed Flow Rate	39.20
Kitchen Taps	Proposed Flow Rate	12,56
Washing Machines		17.16
Dishwasher		4,50

Water Calculator Existing at Rowfold Lodge

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	15.82	1.58	1.58	26.57
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)	11.33	5.60	0.00	63.47
Kitchen/Utility room sink taps	Flow rate (litres/minute)	17.50	0.44	10.36	18.06
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			129.76
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			118.08
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			123.1

Installation Type	Make/Model (mandatory)	Litres/Person/Day
Taps	Existing Sep Hot/Cold	26.57
Showers Only	Existing Hot/Cold	63.47
Kitchen Taps	Existing Sep Hot/Cold	18.06
Washing Machines	Generic	17.157
Dishwasher	Generic	4.5

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Water Calculator Proposed at Rowfold Lodge

Installation Type	Unit of Measure	Capacity/Flow rate (1)	Use Factor (2)	Fixed use (litres/person/day) (3)	Litres/person/day = [(1)x(2)] + (3) (4)
WC (single flush)	Flush Volume (litres)		4.42	0.00	0
WC (dual flush)	Full flush Volume (litres)		1.46	0.00	0
	Part flush Volume (litres)		2.96	0.00	0
WC (multiple fittings)	Average effective flushing Volume (litres)		4.42	0.00	0
Taps (excluding kitchen/utility room taps)	Flow rate (litres/min)	8.00	1.58	1.58	14.22
Bath (where shower also present)	Capacity to overflow(litres)		0.11	0.00	0
Shower (where bath also present)	Flow Rate(litres / minute)		4.37	0.00	0
Bath Only	Capacity to overflow(litres)		0.50	0.00	0
Shower Only	Flow Rate (litres/minute)	6.00	5.60	0.00	33.60
Kitchen/Utility room sink taps	Flow rate (litres/minute)	8.00	0.44	10.36	13.88
Washing Machine	(Litres/kg dry load)	8.17	2.1	0.00	17.157
Dishwasher	(Litres/place setting)	1.25	3.6	0.00	4.5
Waste disposal unit	(Litres/use)	☐ Present	3.08	0.00	0
Water Softener	(Litres/person/day)		1.00	0.00	0
	(5)	Total Calculated use (litres/person/day) =SUM(column 4)			83.36
	(6)	Contribution from greywater (litres/person/day)			0
	(7)	Contribution from rainwater (litres/person/day)			0
	(8)	Normalisation factor			0.91
	(9)	Total internal water consumption = [(5)-(6)-(7)]x(8) (litres/person/day)			75.85
	(10)	External water use			5.0
	(11)	Total water consumption (Building Regulation 17.K) =(9)+(10)(litres/person/day)			80.9

Installation Type	Make/Model (mandatory)	Litres/Person/Day
Taps	Proposed Sep Hot/Cold	14.22
Showers Only	Proposed Hot/Cold	33.60
Kitchen Taps	Proposed Sep Hot/Cold	13.88
Washing Machines	Generic	17.157
Dishwasher	Generic	4.5

Appendix C

Location of Offsetting Site



Appendix D

Flow Restrictions

ECO RANGE

Accessories
Flow Regulators



Features:

- All flow limiters accurate by +/-10%
- Flow rates shown in litres per minute
- All relevant products, unless otherwise stated will work on a minimum pressure of 0.2bar
- For TMV2 approved products fitted on a combi boiler system, it is recommended that flow regulators are fitted inside both shower inlet connections

Product Code	Colour	Use	Dimension	Limited To (lpm)	Fitted To
ECO TAP1	Pink	Flow Regulator	ø15mm	1	Tap Tail/Shower Inlet
ECO TAP2	Olive	Flow Regulator	ø15mm	2	Tap Tail/Shower Inlet
ECO TAP3	Brown	Flow Regulator	ø15mm	3	Tap Tail/Shower Inlet
ECO TAP4	Grey	Flow Regulator	ø15mm	4	Tap Tail/Shower Inlet
ECO TAP5	Yellow	Flow Regulator	ø15mm	5	Tap Tail/Shower Inlet
ECO TAP6	Black	Flow Regulator	ø15mm	6	Tap Tail/Shower Inlet
ECO TAP7	Green	Flow Regulator	ø15mm	7	Tap Tail/Shower Inlet
ECO BA53.5	Blue	Aerator	M24	3.5	Tap Spout
ECO FBA53.5	Blue	Aerator	M22 Female	3.5	Tap Spout
ECO BA54.5	Pink	Aerator	M24	4.5	Tap Spout
ECO BA56	Black	Aerator	M24	6	Tap Spout
ECO SPBA5 1.8	Lime Green	Spray Regulator	M24	1.8	Tap Spout
ECO SPBA53.5	Dark Blue	Spray Regulator	M24	3.5	Tap Spout
ECO SHW 04	Grey	Flow Regulator	G 1/2"	4	Shower Outlet
ECO SHW 05	Yellow	Flow Regulator	G 1/2"	5	Shower Outlet
ECO SHW 06	Black	Flow Regulator	G 1/2"	6	Shower Outlet
ECO SHW 07	Green	Flow Regulator	G 1/2"	7	Shower Outlet
ECO SHW 08	White	Flow Regulator	G 1/2"	8	Shower Outlet
ECO SHW 10	Blue	Flow Regulator	G 1/2"	10	Shower Outlet
ECO SHW 14	Pink	Flow Regulator	G 1/2"	14	Shower Outlet

Product Certifications:

Also available from the ECO Range is:

TECHNICAL DATA SHEET

BRISTAN TAPS & SHOWERS

D5

Bristan, Birch Coppice Business Park, Dordon, Tamworth, B78 1SG. Telephone: 0844 701 6274 Facsimile: 0844 701 6275. Web Site: www.bristan.com Email: enquire@bristan.com
The information contained on this page was correct at date of issue. Fitting Dimensions are provided as a guide only. Some variation may occur due to manufacturing tolerances. Bristan pursues a policy of continuing improvement in design and performance of its products and so reserves the right to change specifications without prior notice.

Appendix E

Flow Testing Invoice

INVOICE

Andrew Rutherford
Rowfold Lodge, Coneyhurst Road, Billingshurst, RH14 9DD

Invoice Date
1 Jul 2024

Invoice Number
19342

VAT Number
247525592

Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

Description	Quantity	Unit Price	VAT	Amount GBP
Flow test	1.00	75.00	20%	[redacted]
Flow test on x3 upstairs showers, tighten waste on bath and ct1 feet to floor	1.00	75.00	20%	
Materials used from van stock - CT1	1.00	15.00	20%	
			Subtotal	
			TOTAL VAT 20%	
			TOTAL GBP	

Due Date: 15 Jul 2024
BACS Payment:
Perry's Group (Sussex) Ltd
Lloyds Bank plc
Account Number: 37094660
Sort Code: 30-18-30

We kindly ask for payments to be made within 7 days of the invoice date

THANK YOU FOR YOUR BUSINESS. VAT Registration No. 247 5255 92

PAYMENT ADVICE

To: Perry's Group (Sussex) Ltd
Unit H
The Henfield Business Park Shoreham Road
Henfield
BN5 9SL
Tel: 01273 661888

Customer	Andrew Rutherford
Invoice Number	19342
Amount Due	[redacted]
Due Date	15 Jul 2024
Amount Enclosed	Enter the amount you are paying above

Company Registration No: 09743737. Gas Safe Registration No. 676397.. Registered Office: Ghiaci Goodhand Smith Ltd, 12A Marlborough Place, Brighton, Sussex, BN1 1WN, GBR.

Schedule 3

The Owner's Covenants to the Council in relation to the Application Site and Offsetting Site

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

Monitoring Fee

1. To pay the Monitoring Fee to the Council on or prior to completion of this Agreement and not to commence the Development unless and until the Monitoring Fee has been paid to the Council.

Water Neutrality

2. To implement the Application Site Measures at the Application Site and the Offsetting Measures at the Offsetting Site in accordance with the Water Neutrality Statement.

3. Prior to Occupation of the Development, to submit evidence in writing to the Council that the Offsetting Measures and the Application Site Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site and at the Offsetting Site, the evidence to include the specifications and photographs of the installed measures and a Part G water calculator (or equivalent) detailing the resultant surveyed water consumption of the Application Site and at the Offsetting Site;

4. Not to Occupy, or cause of permit the Occupation of the Development until the Council has confirmed in writing that the Application Site Measures and Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site and at the Offsetting Site;

5. In accordance with the Water Neutrality Statement and where installed the Application Site Measures and Offsetting Measures shall be:

    5.1 retained in perpetuity;

    5.2 not removed or replaced other than with a replacement fixture(s) or fitting(s) which meet(s) an equivalent or more efficient water standard; and

    5.3 maintained and kept in good repair.

6. To allow the Council to enter the Application Site and/or Offsetting Site for the purpose of inspecting the Application Site Measures and/or 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 Application Site Measures and / or Offsetting Measures;

7. That in the event that the Application Site (or any part of it) and / or Offsetting Site (or any part of it) is transferred (whilst this Agreement still subsists but not where it has terminated pursuant to clause 10.11), the Owner shall ensure that the transfer contains a covenant by the transferee such that the transferee is obliged to:

    7.1 comply with the restrictions and obligations set out in this Agreement;

    7.2 maintain and keep in good repair the Application Site Measures and Offsetting Measures installed on the Application Site and Offsetting Site in accordance with the Water Neutrality Statement and this Agreement;

    7.3 consent to the entering of the following restriction on the transferee's title to the Application Site and / or Offsetting 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”.