(1) JOHN STEPHEN HILLS, DEBORAH-JO GRANTHAM AND LISA FRANCES PARSONS

(2) CROUDACE HOMES LIMITED

(3) WEST SUSSEX COUNTY COUNCIL

(4) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land East of Charlwood Drive, Henfield, West Sussex

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

Legal ref: DSM/12552
Planning ref: DC/24/1932

THIS AGREEMENT is made as a deed and dated 13th May 2026

Between:

(1) **JOHN STEPHEN HILLS** of Broadmere Barn, Broadmere Common, Henfield BN5 9SQ; **DEBORAH-JO GRANTHAM** of Old Erringham Farmhouse, Steyning Road, Shoreham-By-Sea BN43 5FD and **LISA FRANCES PARSONS** of Diamond Hill, Brighton Road, Shermanbury, Horsham RH13 8HB (together **"the Owners"**);

(2) **CROUDACE HOMES LIMITED** (Company Registration No. 00813521) whose registered office is at Croudace House, Caterham, Surrey, CR3 6XQ **("the Developer")**;

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

(4) **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 and is entitled to enforce the planning obligations it contains.

1.2 The Owners are the registered proprietors with Freehold Title Absolute of the Application Site registered at HM Land Registry under title number WSX270262.

1.3 The Developer has the benefit of an Option Agreement dated 26th April 2024 on title number WSX270262

1.4 The County Council is the Highway Authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.

1.5 The Council received the Application on 12th December 2024 which was validated on the same date. The Council refused the Application on 22 May 2025 and the Developer lodged the Appeal against the refusal.

1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.

1.7 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.

2.13 where any matter requires the consent or approval of any party such consent or approval shall not be unreasonably withheld or delayed

3. DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	The appeal lodged in respect of the refusal by the Council of the Application and given reference APP/Z3825/W/25/3376143

"Application"	the application ascribed reference number DC/24/1932 and described as: "Outline Application for development comprising up to 191 dwellings with open space, landscaping and associated infrastructure (all matters reserved except for access). New vehicle access from Charlwood Drive".
"Application Site"	all that land comprising land east of Charlwood Drive, Henfield, West Sussex shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan" with drawing number PL-01 Rev B dated 28.06.24 at Schedule 1 of this Agreement.
"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.
"County Council Monitoring Fee"	the sum of one thousand six hundred and twenty pounds (£1,620) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Agreement over the lifetime of the Development;
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.
"Indexed"	the quantum by which a contribution payable under this shall increase to be calculated by an amount equal to the proportionate increase in the All in Tender Price Index published annually by the

	Building Costs Information Service of the Royal Institute of Chartered Surveyors.
"Monitoring Fees"	Fees totalling **£800 (eight hundred)** for monitoring obligations in the Agreement to be paid to the Council in accordance with clause 8 of this Agreement.
"Occupation"	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 Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application.
"Qualifying Trigger"	means any trigger contained within this Agreement that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council.
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"Working Day"	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2 (except for paragraph 2.1 of Schedule 2), Schedule 3, Schedule 4 (except for paragraph 2.1 of Scheule 4), Schedule 5 (except for paragraph 3.1 and 3.2 of Schedule 5) and Schedule 6 (except for paragraph 2.2 of Schedule 6) shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the Council to comply fully with and to perform the obligations contained herein and (subject to clause 5.1) in Schedules 2 to 6 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 Site shall be in strict accordance with this Agreement;

7. NOTICES

7.1 The Owners covenant with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 5 (five) Working Days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 5 (five) Working Days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the 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 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 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS, MONITORING FEE AND COUNTY COUNCIL MONITORING FEE

8.1 The Developer has paid on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fees for monitoring the planning obligations contained herein.

8.2 The Developer has paid on or before the date hereof the County Council's reasonable legal costs incurred in preparing and entering into this Agreement and

the County Council Monitoring Fee for monitoring the planning obligations for the County Council contained herein.

9. CHARGEE'S/ MORGAGEE'S CONSENT/ LIABILITY

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

10.6 The Owners 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 acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owners hereby give 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 any has not already been complied with) if, before the Commencement of Development, the Planning Permission:

10.11.1 expires; or

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 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 their interest in the Application Site or part of the Application 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 include any part of it/ them.

10.15 Any covenant by the Owners 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 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 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.

10.17.3 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 The provisions of this Agreement shall not bind the following:

10.18.1 Purchasers tenants occupiers (or their respective mortgagees and chargees) of any individual Dwelling except for planning obligations save for the obligations in Paragraph 3 Schedule 2 which shall apply to the Affordable Housing Units;

10.18.2 Purchasers of Affordable Housing (other than purchasers tenants occupiers of individual Affordable Housing Units) to whom only the obligations in Schedule 2 and 3 shall apply);

10.18.3 Any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed.

10.18.4 In the event that in determining the Appeal the Secretary of State expressly states in his or her decision letter that any of the planning obligations contained in this Deed (or any part thereof) do not meet the statutory tests as set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 then such planning obligation(s) or part thereof shall cease to have effect and (for the avoidance of doubt) the remaining provisions of this Deed shall have effect and remain fully enforceable.

11. DISPUTE RESOLUTION

11.1 Save for matters of construction (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.

11.2 Subject to clause 11.3, 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 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice (as defined in Schedule 5) served in accordance with paragraph 5 of Schedule 5 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.

11.4 Any expert appointed pursuant to clause 11.2 shall:

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

11.5 The provisions of this clause shall not affect the ability of any of the Parties 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 declare that in so far as they are aware no person other than the Owners and the Developer have any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The Owners 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 or part thereof, as the case may be, occurring before all the obligations under this Agreement have been discharged such notice to give details

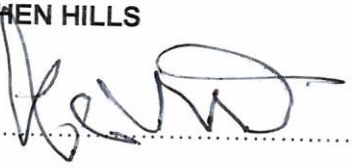
of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site purchased by reference to a plan. save that this clause shall not apply to the disposal of any Dwellings to individual owners or to disposals to statutory undertakers.

13. COUNTERPARTS

13.1 This Agreement may be executed in a number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute one agreement.

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

SIGNED as a **DEED** by
JOHN STEPHEN HILLS

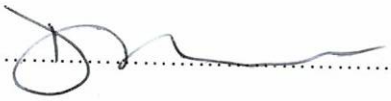


..... Signature

In the presence of:

W  ..... Signature
I Adam Rawlinson ..... Print name
T Cripps LLP, Premier House ..... Address 1
N 36-48 Queen St ..... Address 2
E Horsham ..... Address 3
S RH13 5AD ..... Post code
S Solicitor Apprentice ..... Occupation

SIGNED as a **DEED** by
DEBORAH-JO GRANTHAM


..... Signature

In the presence of:

W ..... Signature
I Adam Rawlinson ..... Print name
T Cripps LLP, Premier House ..... Address 1
N 36-48 Queen St ..... Address 2
E Horsham ..... Address 3
S RH13 5AD ..... Post code
S Solicitor Apprentice ..... Occupation

EXECUTED as a **DEED** by
LISA FRANCES PARSONS

L Parsons ..... Signature

In the presence of:

W ..... Signature
I Adam Rawlinson ..... Print name
T Cripps LLP, Premier House ..... Address 1
N 36-48 Queen St ..... Address 2
E Horsham ..... Address 3
S RH13 5AD ..... Post code
S Solicitor Apprentice ..... Occupation

The Common Seal of

CROUDACE HOMES LIMITED was hereunto affixed in the presence of



Director

~~Director~~/Authorised signatory

..... ~~Signature of Attorney~~

..... Print name

..... Position held

In the presence of a witness:

..... Signature of witness

..... Print name

..... Position held

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Mortgagee must be submitted to the Council with this Deed.

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of:



Authorised Officer

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

Authorised Officer

SEALED WITH THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of:

Authorised Officer

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



Authorised Officer



SCHEDULE 1

Plans

1. Application Site Plan entitled “Location Plan” with drawing number PL-01 Rev B dated 28.06.24.
2. Open Space Plan entitled “Parameters Plan” with drawing no. PL-03 Rev D and dated 11/11/2024.
3. BNG Land Plan entitled “Habitat Creation Map” and dated 19/11/2025.
4. Landscape Strategy Drawing entitled Landscape Strategy drawing number 2525-TFC-XX-XX-DR-L-1001

CDM 2015 Health & Safety Information:

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



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Client's Name
Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills

Job Title
Land to the East of Charlwood Drive Henfield

Drawing Title
Location Plan

Scale
1:2500 @ A3
metres 25 50 75 100

Drawn	Checked	Date
KE	AK	28.06.24

Job No	Drawing No	Rev
7489	PL-01	B

Status
INFORMATION

Rev	Date	Revision Details	Dr	Ch
B	26.11.24	Client name adjusted	KE	NK
A	14.11.24	Planning Application	KA	KE

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

CAD Plot date: 26/11/2024 - 09:32:41 7489 site.dwg

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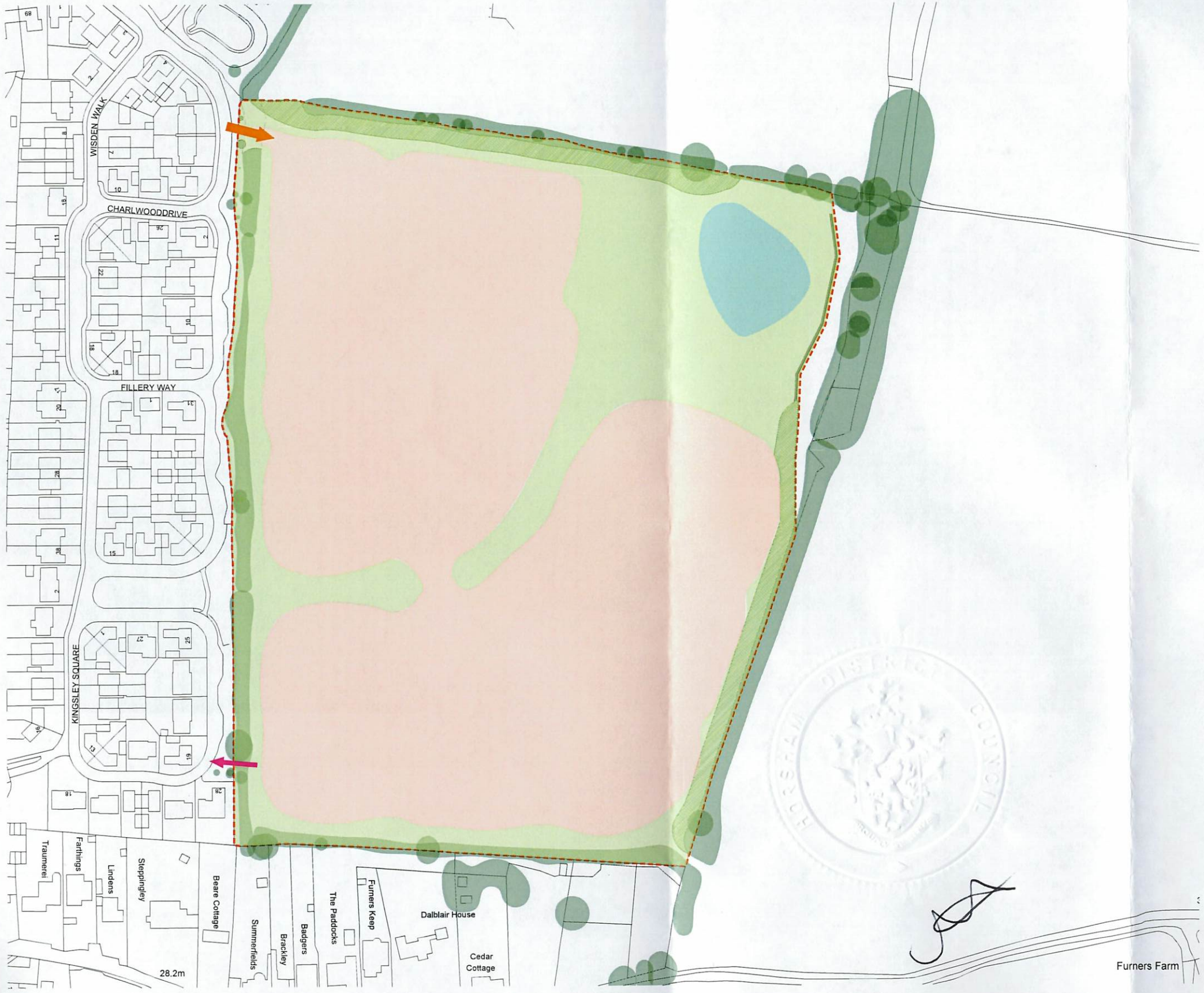
CDM 2015 Health & Safety Information

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



Key

- Existing Trees and hedgerows to be retained
- Open space areas
- Possible position for attenuation basins
- Possible woodland area
- Residential parcels comprising of 2 storey dwellings and associated parking
- Vehicle site access from Charlwood Drive
- Potential emergency link from Kingsley Square

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Client's Name
Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills

Job Title
Land East of Charlwood Drive, Henfield

Drawing Title
Parameters Plan

Scale
1:1000 @ A1 / 1:2000 @ A3
metres 20 40 60 80

Drawn	Checked	Date
LP	KE	11.11.24

Job No	Drawing No	Rev
7489	PL-03	D

Status
APPROVAL

Rev	Date	Revision Details	Dr	Ch
D	14.04.25	Amendments to ecology information	LP	KE
C	10.04.25	Amendments to landscape information	LP	KE
B	26.11.24	Client name adjusted	KE	NK
A	18.11.24	Plan Simplified	KE	NK

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

CAD Plot date: 14/04/2025 - 08:59:16 7489 site.dwg



Figure 4: On-Site Habitat Creation.



SPECIFICATION NOTES

1. General.
This plan to be read in conjunction with the following documents:
- Risk Register by terra firma
- Arboricultural report by SJA Trees

2. General landscaping.
i. Existing levels to be preserved around retained existing trees and vegetation. Existing trees and vegetation to be retained are to be protected in accordance with BS5837: 2012 during construction or as detailed in Tree Protection Plan SJA TCP 24226-011.
ii. All landscape works to be undertaken by competent persons, with appropriate training and equipment.
iii. All arisings to be removed from site at contractor's expense unless noted otherwise. (e.g. woodchip, gravel, topsoil, timber sleepers).

3. Services.
The contractor must ascertain for himself/herself the exact location of underground services before commencing work.

4. Soil Materials Generally.
i. Purity: Soils shall be free from roots, stolons, rhizomes, propagules of perennial or invasive weeds couch grass, bindweed, docks, Japanese knotweed, giant hogweed and horsetail/marestail (Equisetum avense).
ii. Foreign matter: On visual inspection, free from non-soil material, brick and other building materials and wastes, sharps, and any other foreign matter or material or substance that would render the soil or soil ameliorant unsuitable for use.
iii. Contamination: Do not use topsoil, subsoil, sand or compost contaminated with rubbish or other materials that are:
- •Corrosive, explosive or flammable;
- •Hazardous to human or animal life;
- •Detrimental to healthy plant growth.

iv. Give notice: If any evidence or symptoms of soil contamination are discovered on the site or in topsoil, subsoil, sand or compost or other planting media to be used.

5. Soil testing
Each soil source (imported and site-won subsoil and topsoil - see items 6-8 and 10 below) shall be analysed by Tim O'Hare Associates, Howbery Park, Wallingford, Oxon OX10 8BA, Tel: 01491 822653, Email: info@toha.co.uk, www.toha.co.uk (or equivalent approved).

6. Subsoil for general planting areas (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use for planting; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	35
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	90
Stones (2-50mm)	%DW	--	50
Stones (>50mm)	%DW	--	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

7. Subsoil for tree pits (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants,
including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	25
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	60	90
Stones (2-50mm)	% dry wt.	--	50
Stones (>50mm)	% dry wt.	--	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

8. Topsoil for general landscapes (sample of site-won and/or imported topsoil to be sent for testing to check compliance with parameters below and to inform any necessary amelioration - see 10. below)
Existing topsoil to be stripped and re-used, provided soil is within parameters given below when analysed. Imported topsoil to be good quality sandy loam or manufactured topsoil (from approved source, meeting parameters given below). Topsoil (site-won or imported) is to be tested to determine suitability for proposed use and should be free from commonly tested contaminants,
including asbestos; test report to be submitted to Landscape Architect for approval and to enable amelioration recommendations to be made:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	85
Stones (2-20mm)	% dry wt.	0	20
Stones (20-50mm)	% dry wt.	0	15
Stones (>50mm)	% dry wt.	--	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	4.0	8.0
Total Nitrogen	%	0.15	--
Carbon: Nitrogen Ratio	--	--	20:1
Extractable Phosphorus	mg/l	26	100
Extractable Potassium	mg/l	240	1200
Extractable Magnesium	mg/l	50	600

9. Ameliorant: fertilizer and compost (contractor is responsible for submitting a sample of imported or site-won topsoil (to inform requirements).
Topsoil amelioration to be determined by analysis. Once amelioration requirements ascertained as required, approved (peat free) composts to PAS100 and/or fertilizers to be incorporated during cultivation at required rate to full depth of growing medium.

10. Soil handling and depths.
Management of soils to be in accordance with the Construction Code of Practice for the Sustainable Use of Soils on Construction Sites
i. Topsoil and subsoil to be handled (i.e. excavated and/or imported, stored, spread, cultivated) in accordance with method agreed in writing by Landscape Architect prior to work commencing. All topsoil and subsoil areas shall be thoroughly cultivated by hand or suitable machinery to the full depth of the topsoil layer, incorporating ameliorants as required. If compaction is suspected in sub-grade, subsoil or topsoil surfaces, these should be ripped as necessary to decompact and ensure adequate drainage.
ii. Hand cultivations shall be carried out to achieve the required finish on areas where machine cultivation is impossible ie adjacent to kerbs, manholes and footpath junctions, around retained trees etc. Surplus plant matter, rubbish and surface stones having any dimension greater than 25 mm shall be collected and removed from the site. Topsoil and subsoil is to be stored in heaps, maximum of 2m in height, providing soil is reasonably dry and friable during stripping and handling - using a tracked excavator. To protect from wet weather once final height is achieved, an excavator should regrade the sides and top of stockpile to firm surface by tracking across it to form a smooth gradient.
iii. Final topsoil depth (allowing for settlement) to be 300mm for tree pits and general planting areas and 150mm for grass. Finished soil levels to be 25mm above/below adjoining paving or kerbs; not less than 150mm below dpc of adjoining buildings; shrub areas to be higher than adjoining grass areas by 25 mm. Topsoil to be spread in lightly compacted layers, max. 150mm depth, gently firm each layer before spreading the next.

12. Plant handling and establishment.
Plant handling shall be in accordance with 'Handling and establishing landscape plants', published by the CPSE through the JCLI (https://www.csdhub.com/wp-content/uploads/2014/12/The-National-Plant-Specification-Handling-and-Establishment.pdf). The contractor shall comply with Part 3: Recommendations for plant handling from delivery to site to ensure successful establishment.

13. General planting notes.
Details for tree, hedge and general planting to be finalised once final site conditions are known (i.e compaction and permeability of ground). General plant stock to conform to BS 3936, advanced nursery stock to BS 8545, and planting to BS 4428. Plants shall be first class examples of their species or variety, free from all pests and diseases, with good fibrous root systems and materially undamaged. All planting operations to be in general compliance with BS4428: 'Code of Practice for general landscape operations'.
Only carry out all planting while soil and weather conditions are suitable:
- •Do not plant during periods of frost or strong winds. Plant only during the following periods
- •Deciduous and conifer trees: Late October to late March (rootball and bare root)
- •Container grown plants: At any time if ground and weather conditions are favourable. Ensure that adequate watering is provided
- •Bulbs : September/October

Setting out of planting beds to be approved by Landscape Architect before work commences. Ensure that plant beds are neatly defined, and rise from adjacent paved areas as specified above. All tree pits, tree circles in lawn and planting beds are to be mulched with approved bark mulch to 75mm depth after planting.

14. Plant biosecurity
Plant procurement should follow the latest recommendations from DEFRA and landscape contractors should verify the status of all specified species prior to procuring. Plant material should be sourced from UK growers with a sound Biosecurity Policy and management systems that can demonstrate the traceability of their stock with plant health certificates / plant passports or other documentation (commensurate with the HTA Plant Health Assurance Scheme (still in development phase)).
Selected plants, including trees should be propagated and grown on a UK nursery, or containerised and grown-on in the UK for a minimum of 5 years (trees) or 2 years (shrubs). Any Xylella host plants specified must come from a UK nursery and must not be imported from Europe or anywhere else in the world, directly to site. There must be full traceability on the Xylella host plants (ideally back to its origin). The contractor is responsible for checking compliance of growers and to submit their own Biosecurity Plan with their tender

15. Tree planting
Any proposed substitutions of species shown on plan to be approved by landscape architect prior to planting. Details for tree planting to comply with BS8545. As a guide all trees to be planted in square pits with base undisturbed unless drainage / compaction problems known. Plant at a depth where the root flare is clearly visible at the soil surface. Where trees have been supplied with the root flare too deep excess soil or fibrous root growth should be removed before planting. All trees to have 'Piddler' tree irrigation/aeration system installed as supplied by Platipus 01737 762300 www.platipus-anchors.com or approved equivalent. Water-in heavily after planting and mulch surface, ensuring mulch is not in contact with trunk of tree. Tree support to comply with BS 8545: Bare root trees to have a single upright stake; RB or CG trees to have double stake and bridge with adjustable tie; multi stemmed trees or trees on slopes to have angled single stake with adjustable tie; in windy locations or for large trees, install wired guying; tree stakes to be stained black. Trees to be underground guyed shall have suitable guying systems installed as supplied by Platipus 01737 762300 www.platipus-anchors.com or approved equivalent. Any necessary remedial tree works are to be carried out by an approved tree surgeon to BS 3998. Trees planted within grass areas to be set in mulched earth circles, 1m diameter around tree trunk, with turf trimmed neatly to form circle.
i. Trees up to 20cm girth.
Depth of tree pits to be the same as the rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side) . Pits to be backfilled with 300mm depth of specified topsoil over subsoil as per spec.
ii. Trees - 20cm girth and above.
Depth of tree pits to be 200mm deeper than rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side). Pits to be backfilled with 400mm depth of specified topsoil over washed medium coarse grade sand to a depth of 200mm below rootball.

15. Hedges.
Depth of planting trench to be same as rootball, overall width150mm wider than rootball (75mm min. from rootball edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis. Central post and wire supporting to be provided with two line wires and plants to be tied in using horticultural plastic ties. On planting, hedges to be trimmed to 800mm ht. and sides trimmed to neat shape where necessary.

16. Native hedges.
Species to be randomly mixed for natural effect, and planted in groups of 3-5 plants of any one species. Depth of planting trench to be same as root system, overall width space 150mm wider than root system (75mm min. from root system edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Provide and install each plant with an appropriate sized recyclable staked green tree or shrub shelter (available from Tubex Ltd, phone 01621 874201 or similar approved). Position shelter stake on windward side of plant, drive vertically into bottom of pit before planting, to a min. depth of 300mm and consolidate backfill material around stake; attach shelter to stake with a minimum of two ties.

17. Native tree and shrub mix.
All plants to be planted in cultivated planting beds with species randomly mixed for natural effect, and planted in groups of 3-5 plants of any one species. Plants to be notch- or pit-planted. Plant on grid at spacing given in schedule. Provide and install each plant with an appropriate sized recyclable staked green tree or shrub shelter (available from Tubex Ltd phone 01621 874201 or similar approved). Position shelter stake on windward side of plant, drive vertically into bottom of pit before planting, to a min. depth of 300mm and consolidate backfill material around stake; attach shelter to stake with a minimum of two ties.

18. Specimen Shrubs.
Depth of planting pit to be same as rootball, overall width space 100mm wider than rootball (50mm min. from rootball edge to sides of pit). Pit to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

19. Shrub and Ground Cover Planting.
All plants to be planted into cultivated planting beds (with 300mm depth specified topsoil) at densities shown in plant schedule, backfilled with same topsoil. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

20. Climbers.
All climbers to be planted as 19. above and provided with steel line wires attached to the wall/fence/trellis (min 3 no.) at 300mm vertical spacing with climbers spread out and tied to wires using appropriate horticultural ties. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

21. Bulb planting.
All bulbs to be planted at the rate given in the schedule, in random mixed drifts of single species in areas indicated on the plan, minimum 15 bulbs per drift of single species. For planting, naturalize bulb positions by dropping bulbs from waist height. Neatly remove a plug of turf and replace after planting. Plant so that the top of the bulb is at a depth of approximately twice its height with base in contact with bottom of hole. Bulbs should be no closer together than approximately twice the width of a single bulb.

22. Grass.
Turfing and seeding shall be carried out only during appropriate seasons and while soil and weather conditions are suitable for the relevant operations. Only machinery and tools suitable for the site conditions and the work to be carried out shall be used. Hand tools shall be used around trees, plants and in confined spaces where it is impractical to use machinery. The soil shall be weed free prior to turfing and seeding. Contact herbicide as specified should be applied to all areas of weed growth 4-6 weeks before grassing and repeated if necessary to maintain a weed free bed. Where deep rooted weeds are present (docks, thistles etc.) approved Glyphosate-based herbicide should be applied as a spot treatment. Turf or seed shall be laid on prepared, levelled soil (minimum 150mm depth) in the areas indicated on the drawings in accordance with BS 4428:1989 'Code of practice for general landscape operations'. All grass areas to be approved landscape quality turf for general amenity areas or lawn turf for garden areas, or equivalent seed.

23. Species-rich grass.
Establish seed mix & soil requirements from supplier.

24. Root barrier.
Root barrier system to be used in locations as indicated on plan. To be supplied by GreenBlue Urban 01424 717797 or other approved supplier. Thickness, size and depth of installation of root barrier to be to manufacturer's recommendations for particular circumstances.

25. Maintenance.
In accordance with Landscape Management Plan. Establishment maintenance for all planting for 5 years from Practical Completion to include weed control, watering and replacement of failures to original specification in the planting season following failure.
- •All plant material to receive annual pruning and hedges and groundcover to be trained and edged with minimum 2 trims per year.
- •Check tree stakes and ties annually and after strong winds.
- •Check shrub shelters at least twice annually to remove weeds and any soil build up inside tube. Shelters to be removed in year 3 and recycled.
- •Native shrubs plants to be trimmed during winter just after planting, then twice annually in summer and autumn to encourage lower branching and dense growth.
- •Topiary to be clipped into shape late spring, midsummer and early autumn.
- •Lawn & amenity grass areas - Mowing is to be carried out using approved machinery to maintain the vegetation length within the limits of 30 mm and 50 mm during April to August inclusive and between 50 mm and 70 mm during the rest of the year.
- •Wildflower meadows.... Meadow grass areas where left un-mown to receive a main summer hay cut in combination with autumn and spring mow. Leave grass to flower from spring through to late July/Aug to give sown species the opportunity to flower. After flowering carry out a 'hay' cut with a strimmer to 50mm. Leave 'hay' to dry and shed seed for 1-7 days then remove from site. Mow regrowth through to late autumn to 50mm and again in spring as needed.

0m 25m 50m north

- All dimensions in millimetres unless otherwise indicated. All levels in metres relative to Ordnance Datum and are positive (AOD) unless otherwise indicated.
- Figure dimensions only to be taken from this drawing. Dimensions and levels to be checked on site.
- Do not re-scale this drawing.
- For civil and structural matters including existing and proposed services, sub-base construction and site structures (including retaining walls over 900mm height) refer to information by others.
- The original version of this drawing was produced in colour - monochrome copies should not be relied upon to accurately reflect all drawing elements.
- This drawing has been prepared for planning purposes only and should not be used for quantification, tender or construction.

KEY

- Existing trees to be retained with Root Protection Area (RPA)
- Amenity grassland, containing SuDS and LEAP play area
- 'Green Spine' containing LAP play area
- Boundary vegetation bolstered near neighbouring properties with hedgerow
- Boundary vegetation bolstered for biodiversity gains and screening to the north and east of the site
- Primary road with single-sided avenue
- Secondary road
- Play area - LEAP and LAP
- Ornamental planting/grass to property frontages
- Indicative tree positions
- Mixed native boundary hedge

For details of BNG improvements refer to Biodiversity Net Gain (BNG) Assessment by Ecology Partnership

rev.	date	by	chk	notes
P07	07.11.25	AS	AG	Vegetation altered to reflect BNG requirements
P06	06.10.25	AS	AG	Vegetation altered to reflect comments
P05	29.04.25	AS	NT	Revised planning issue
P04	12.11.24	AS	LF	Final planning issue
P03	20.11.24	AS	LF	Draft planning issue
P02	12.11.24	AS	LF	Draft issue
P01	18.10.24	AS	LF	Draft issue

title
Landscape Strategy

project
Land East of of Charlwood Drive, Henfield

status	suitability
Planning	S2

dwg no
2525-TFC-XX-XX-DR-L-1001

references	scale @ A1
7849 by ECE	1:1000

terrafirma LANDSCAPE ARCHITECTS
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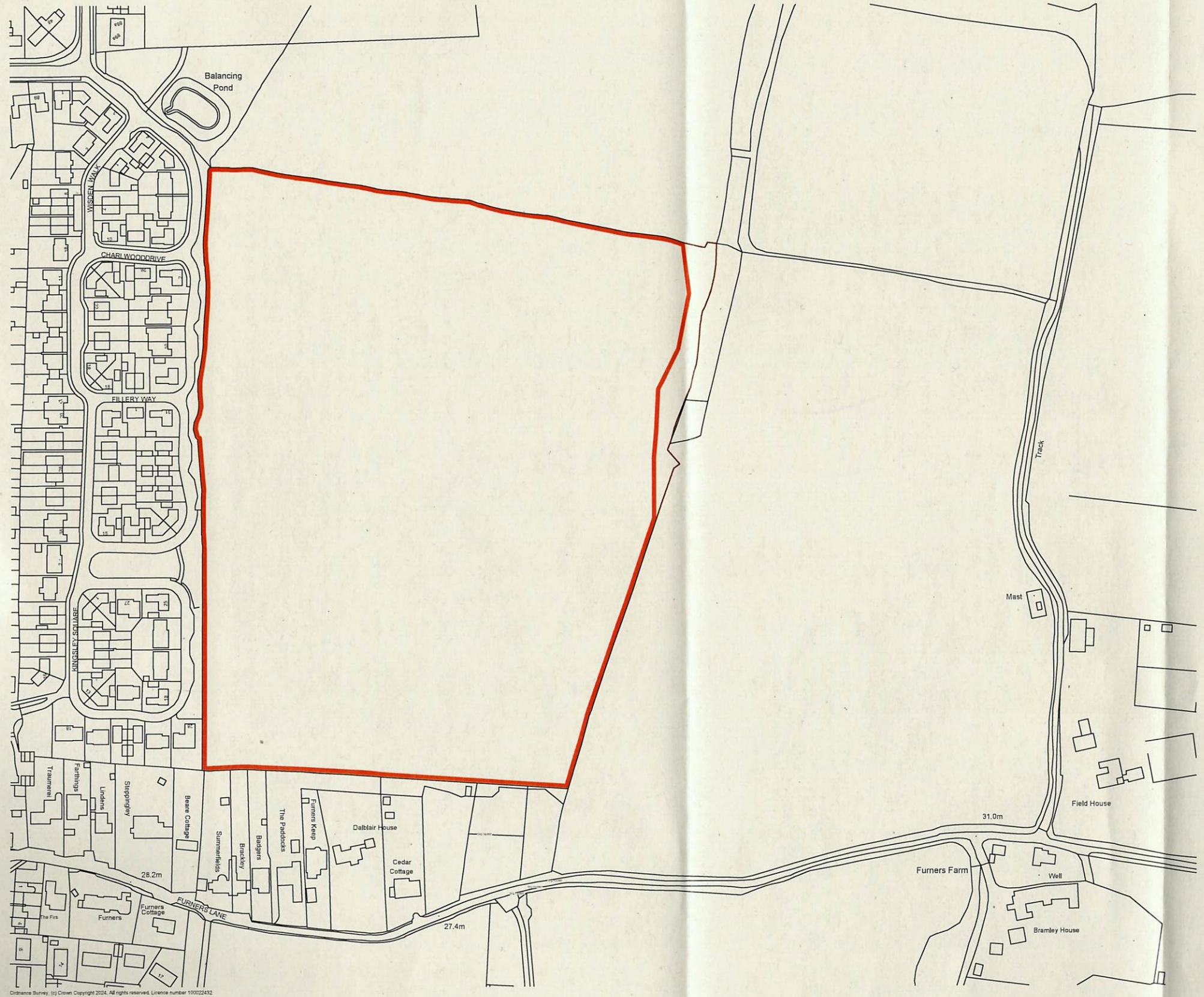
P:\PROJECTS\7849 Charlwood Drive, Henfield, AS, NT, LF\2525 cad\2525-TFC-XX-XX-DR-L-1001

CDM 2015 Health & Safety Information:

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



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WEST SUSSEX COUNTY COUNCIL
3483412026

Client's Name
Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills

Job Title
Land to the East of Charlwood Drive Henfield

Drawing Title
Location Plan

Scale
1:2500 @ A3
metres 25 50 75 100

Drawn	Checked	Date
KE	AK	28.06.24

Job No	Drawing No	Rev
7489	PL-01	B

Status
INFORMATION

Rev	Date	Revision Details	Dr	Ch
B	26.11.24	Client name adjusted	KE	NK
A	14.11.24	Planning Application	KA	KE

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T 01903 248777 E sussex@ecearchitecture.com
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www.ecearchitecture.com

CAD Plot date: 28/11/2024 - 09:32:41 7489 site.dwg

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CDM 2015 Health & Safety Information

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



Key

- Existing Trees and hedgerows to be retained
- Open space areas
- Possible position for attenuation basins
- Possible woodland area
- Residential parcels comprising of 2 storey dwellings and associated parking
- Vehicle site access from Charlwood Drive
- Potential emergency link from Kingsley Square

N

34884/2026

Client's Name	Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills
Job Title	Land East of Charlwood Drive, Henfield
Drawing Title	Parameters Plan
Scale	1:1000 @ A1 / 1:2000 @ A3 (metres 20 40 60 80)
Drawn	LP
Checked	KE
Date	11.11.24
Job No	7489
Drawing No	PL-03
Rev	D
Status	APPROVAL

Rev	Date	Revision Details	Dr	Ch
D	14.04.25	Amendments to ecology information	LP	KE
C	10.04.25	Amendments to landscape information	LP	KE
B	26.11.24	Client name adjusted	KE	NK
A	18.11.24	Plan Simplified	KE	NK

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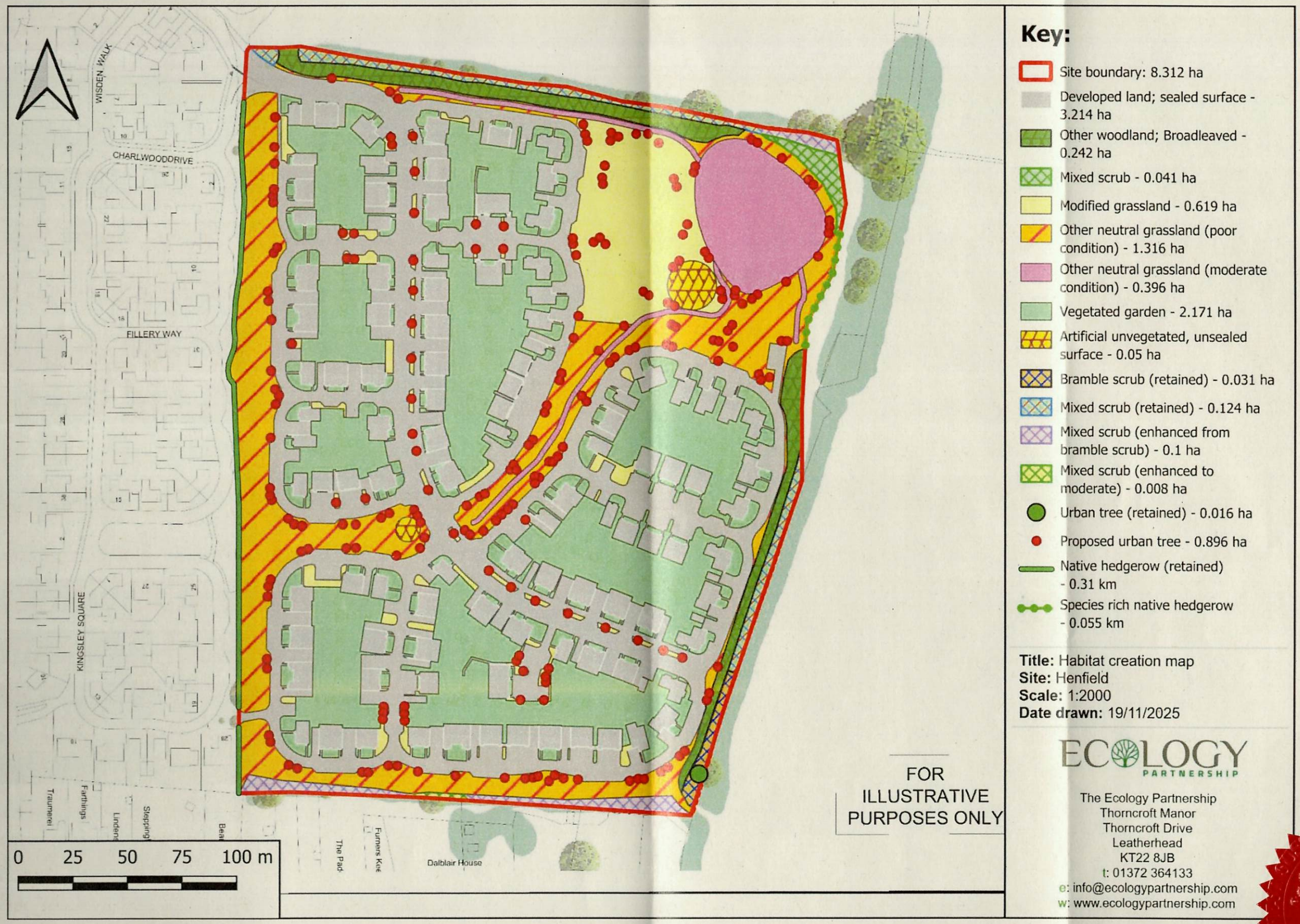

Figure 4: On-Site Habitat Creation.

34884/2026



SPECIFICATION NOTES

1. General.
This plan to be read in conjunction with the following documents:
- Risk Register by terra firma
- Arboricultural report by SJA Trees

2. General landscaping.
i. Existing levels to be preserved around retained existing trees and vegetation. Existing trees and vegetation to be retained are to be protected in accordance with BS5837: 2012 during construction or as detailed in Tree Protection Plan SJA TCP 24226-011.
ii. All landscape works to be undertaken by competent persons, with appropriate training and equipment.
iii. All arisings to be removed from site at contractor's expense unless noted otherwise. (e.g. woodchip, gravel, topsoil, timber sleepers).

3. Services.
The contractor must ascertain for himself/herself the exact location of underground services before commencing work.

4. Soil Materials Generally.
i. Purity: Soils shall be free from roots, stolons, rhizomes, propagules of perennial or invasive weeds couch grass, bindweed, docks, Japanese knotweed, giant hogweed and horsetail/marestail (Equisetum avense).
ii. Foreign matter: On visual inspection, free from non-soil material, brick and other building materials and wastes, sharps, and any other foreign matter or material or substance that would render the soil or soil ameliorant unsuitable for use.
iii. Contamination: Do not use topsoil, subsoil, sand or compost contaminated with rubbish or other materials that are:
  •Corrosive, explosive or flammable;
  •Hazardous to human or animal life;
  •Detrimental to healthy plant growth.
iv. Give notice: If any evidence or symptoms of soil contamination are discovered on the site or in topsoil, subsoil, sand or compost or other planting media to be used.

5. Soil testing
Each soil source (imported and site-won subsoil and topsoil - see items 6-8 and 10 below) shall be analysed by Tim O'Hare Associates, Howbery Park, Wallingford, Oxon OX10 8BA, Tel: 01491 822653, Email: info@toha.co.uk, www.toha.co.uk (or equivalent approved).

6. Subsoil for general planting areas (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use for planting; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	35
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	90
Stones (2-50mm)	%DW	--	50
Stones (>50mm)	%DW	--	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

7. Subsoil for tree pits (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants,
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Stones (>50mm)	% dry wt.	--	0
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Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

8. Topsoil for general landscapes (sample of site-won and/or imported topsoil to be sent for testing to check compliance with parameters below and to inform any necessary amelioration - see 10. below)
Existing topsoil to be stripped and re-used, provided soil is within parameters given below when analysed. Imported topsoil to be good quality sandy loam or manufactured topsoil (from approved source, meeting parameters given below). Topsoil (site-won or imported) is to be tested to determine suitability for proposed use and should be free from commonly tested contaminants,
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Stones (2-20mm)	% dry wt.	0	20
Stones (20-50mm)	% dry wt.	0	15
Stones (>50mm)	% dry wt.	-	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
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Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	4.0	8.0
Total Nitrogen	%	0.15	--
Carbon: Nitrogen Ratio	--	--	20:1
Extractable Phosphorus	mg/l	26	100
Extractable Potassium	mg/l	240	1200
Extractable Magnesium	mg/l	50	600

9. Amelioranr: fertilizer and compost (contractor is responsible for submitting a sample of imported or site-won topsoil (to inform requirements).
Topsoil amelioration to be determined by analysis. Once amelioration requirements ascertained as required, approved (peat free) composts to PAS100 and/or fertilizers to be incorporated during cultivation at required rate to full depth of growing medium.

10. Soil handling and depths.
Management of soils to be in accordance with the Construction Code of Practice for the Sustainable Use of Soils on Construction Sites
i. Topsoil and subsoil to be handled (i.e. excavated and/or imported, stored, spread, cultivated) in accordance with method agreed in writing by Landscape Architect prior to work commencing. All topsoil and subsoil areas shall be thoroughly cultivated by hand or suitable machinery to the full depth of the topsoil layer, incorporating ameliorants as required. If compaction is suspected in sub-grade, subsoil or topsoil surfaces, these should be ripped as necessary to decompact and ensure adequate drainge.
ii. Hand cultivations shall be carried out to achieve the required finish on areas where machine cultivation is impossible ie adjacent to kerbs, manholes and footpath junctions, around retained trees etc. Surplus plant matter, rubbish and surface stones having any dimension greater than 25 mm shall be collected and removed from the site. Topsoil and subsoil is to be stored in heaps, maximum of 2m in height, providing soil is reasonably dry and friable during stripping and handling - using a tracked excavator. To protect from wet weather once final height is achieved, an excavator should regrade the sides and top of stockpile to firm surface by tracking across it to form a smooth gradient.
iii. Final topsoil depth (allowing for settlement) to be 300mm for tree pits and general planting areas and 150mm for grass. Finished soil levels to be 25mm above/below adjoining paving or kerbs: not less than 150mm below dpc of adjoining buildings; shrub areas to be higher than adjoining grass areas by 25 mm. Topsoil to be spread in lightly compacted layers, max. 150mm depth, gently firm each layer before spreading the next.

12. Plant handling and establishment.
Plant handling shall be in accordance with 'Handling and establishing landscape plants', published by the CPSE through the JCLI. (https://www.csdhub.com/wp-content/uploads/2014/12/The-National-Plant-Specification-Handling-and-Establishment.pdf). The contractor shall comply with Part 3: Recommendations for plant handling from delivery to site to ensure successful establishment.

13. General planting notes.
Details for tree, hedge and general planting to be finalised once final site conditions are known (i.e compaction and permeability of ground). General plant stock to conform to BS 3936, advanced nursery stock to BS 8545, and planting to BS 4428. Plants shall be first class examples of their species or variety, free from all pests and diseases, with good fibrous root systems and materially undamaged. All planting operations to be in general compliance with BS4428: 'Code of Practice for general landscape operations'.
Only carry out all planting while soil and weather conditions are suitable:
  •Do not plant during periods of frost or strong winds. Plant only during the following periods
  •Deciduous and conifer trees: Late October to late March (rootball and bare root)
  •Container grown plants: At any time if ground and weather conditions are favourable. Ensure that adequate watering is provided
  •Bulbs: September/October
Setting out of planting beds to be approved by Landscape Architect before work commences. Ensure that plant beds are neatly defined, and rise from adjacent paved areas as specified above. All tree pits, tree circles in lawn and planting beds are to be mulched with approved bark mulch to 75mm depth after planting.

14. Plant biosecurity
Plant procurement should follow the latest recommendations from DEFRA and landscape contractors should verify the status of all specified species prior to procuring. Plant material should be sourced from UK growers with a sound Biosecurity Policy and management systems that can demonstrate the traceability of their stock with plant health certificates / plant passports or other documentation (commensurate with the HTA Plant Health Assurance Scheme (still in development phase)).
Selected plants, including trees should be propagated and grown on a UK nursery, or containerised and grown-on in the UK for a minimum of 5 years (trees) or 2 years (shrubs). Any Xylella host plants specified must come from a UK nursery and must not be imported from Europe or anywhere else in the world, directly to site. There must be full traceability on the Xylella host plants (ideally back to its origin). The contractor is responsible for checking compliance of growers and to submit their own Biosecurity Plan with their tender

15. Tree planting
Any proposed substitutions of species shown on plan to be approved by landscape architect prior to planting. Details for tree planting to comply with BS8545. As a guide all trees to be planted in square pits with base undisturbed unless drainage / compaction problems known. Plant at a depth where the root flare is clearly visible at the soil surface. Where trees have been supplied with the root flare too deep excess soil or fibrous root growth should be removed before planting. All trees to have 'Pebble' tree irrigation/aeration system installed as supplied by Platipus 01737 782300 www.platipus-anchors.com or approved equivalent. Water-in heavily after planting and mulch surface, ensuring mulch is not in contact with trunk of tree. Tree support to comply with BS 8545: Bare root trees to have a single upright stake; RB or CG trees to have double stake and bridge with adjustable tie; multi stemmed trees or trees on slopes to have angled single stake with adjustable tie; in windy locations or for large trees, install wired guying: tree stakes to be stained black. Trees to be underground guyed shall have suitable guying systems installed as supplied by Platipus 01737 782300 www.platipus-anchors.com or approved equivalent. Any necessary remedial tree works are to be carried out by an approved tree surgeon to BS 3998. Trees planted within grass areas to be set in mulched earth circles, 1m diameter around tree trunk, with turf trimmed neatly to form circle.
i. Trees up to 20cm girth.
  Depth of tree pits to be the same as the rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side) . Pits to be backfilled with 300mm depth of specified topsoil over subsoil as per spec.
ii. Trees - 20cm girth and above.
  Depth of tree pits to be 200mm deeper than rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side). Pits to be backfilled with 400mm depth of specified topsoil over washed medium coarse grade sand to a depth of 200mm below rootball.

15. Hedges.
Depth of planting trench to be same as rootball, overall width150mm wider than rootball (75mm min. from rootball edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis. Central post and wire supporting to be provided with two line wires and plants to be tied in using horticultural plastic ties. On planting, hedges to be trimmed to 800mm ht. and sides trimmed to neat shape where necessary.

16. Native hedges.
Species to be randomly mixed for natural effect, and planted in groups of 3-5 plants of any one species. Depth of planting trench to be same as root system, overall width space 150mm wider than root system (75mm min. from root system edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Provide and install each plant with an appropriate sized recyclable staked green shrub shelter (available from Tubex Ltd, phone 01621 874201 or similar approved). Position shelter stake on windward side of plant, drive vertically into bottom of pit before planting, to a min. depth of 300mm and consolidate backfill material around stake; attach shelter to stake with a minimum of two ties.

17. Native tree and shrub mix.
All plants to be planted in cultivated planting beds with species randomly mixed for natural effect, and planted in groups of 3-5 plants of any one species. Plants to be notch- or pit-planted. Plant on grid at spacing given in schedule. Provide and install each plant with an appropriate sized recyclable staked green tree or shrub shelter (available from Tubex Ltd phone 01621 874201 or similar approved). Position shelter stake on windward side of plant, drive vertically into bottom of pit before planting, to a min. depth of 300mm and consolidate backfill material around stake; attach shelter to stake with a minimum of two ties.

18. Specimen Shrubs.
Depth of planting pit to be same as rootball, overall width space 100mm wider than rootball (50mm min. from rootball edge to sides of pit). Pit to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

19. Shrub and Ground Cover Planting.
All plants to be planted into cultivated planting beds (with 300mm depth specified topsoil) at densities shown in plant schedule, backfilled with same topsoil. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

20. Climbers.
All climbers to be planted as 19. above and provided with steel line wires attached to th wall/fence/trellis (min 3 no.) at 300mm vertical spacing with climbers spread out and tied to wires using appropriate horticultural ties. Fertiliser to be incorporated as required to ens establishment and continued thriving of plants - type and application rate to be determi by analysis.

21. Bulb planting.
All bulbs to be planted at the rate given in the schedule, in random mixed drifts of single species in areas indicated on the plan, minimum 15 bulbs per drift of single species. F planting, naturalize bulb positions by dropping bulbs from waist height. Neatly remove a plug of turf and replace after planting. Plant so that the top of the bulb is at a depth of approximately twice its height with base in contact with bottom of hole. Bulbs should be no closer together than approximately twice the width of a single bulb.

22. Grass.
Turfing and seeding shall be carried out only during appropriate seasons and while soil and weather conditions are suitable for the relevant operations. Only machinery and tools suitable for the site conditions and the work to be carried out shall be used. Hand tools shall be used around trees, plants and in confined spaces where it is impractical to use machinery. The soil shall be weed free prior to turfing and seeding. Contact herbicide as specified should be applied to all areas of weed growth 4-6 weeks before grassing and repeated if necessary to maintain a weed free bed. Where deep rooted weeds are present (docks, thistles etc.) approved Glyphosate-based herbicide should be applied as a spot treatment. Turf or seed shall be laid on prepared, levelled soil (minimum 150mm depth) in the areas indicated on the drawings in accordance with BS 4428:1989 'Code of practice for general landscape operations'. All grass areas to be approved landscape quality turf for general amenity areas or lawn turf for garden areas, or equivalent seed.

23. Species-rich grass.
Establish seed mix & soil requirements from supplier.

24. Root barrier.
Root barrier system to be used in locations as indicated on plan. To be supplied by GreenBlue Urban 01424 717797 or other approved supplier. Thickness, size and depth of installation of root barrier to be to manufacturer's recommendations for particular circumstances.

25. Maintenance.
In accordance with Landscape Management Plan. Establishment maintenance for all planting for 5 years from Practical Completion to include weed control, watering and replacement of failures to original specification in the planting season following failure.
  •All plant material to receive annual pruning and hedges and groundcover to be trained and edged with minimum 2 trims per year.
  •Check tree stakes and ties annually and after strong winds.
  •Check shrub shelters at least twice annually to remove weeds and any soil build up inside tube. Shelters to be removed in year 3 and recycled.
  •Native shrubs plants to be trimmed during winter just after planting, then twice annually in summer and autumn to encourage lower branching and dense growth.
  •Topiary to be clipped into shape late spring, midsummer and early autumn.
  •Lawn & amenity grass areas - Mowing is to be carried out using approved machinery to maintain the vegetation length within the limits of 30 mm and 50 mm during April to August inclusive and between 50 mm and 70 mm during the rest of the year.
  •Wildflower meadows..... Meadow grass areas where left un-mown to receive a main summer hay cut in combination with autumn and spring mow. Leave grass to flower from spring through to late July/Aug to give sown species the opportunity to flower. After flowering carry out a 'hay' cut with a strimmer to 50mm. Leave 'hay' to dry and shed seed for 1-7 days then remove from site. Mow regrowth through to late autumn to 50mm and again in spring as needed.

0m 25m 50m north

- All dimensions in millimetres unless otherwise indicated. All levels in metres relative to Ordnance Datum and are positive (AOD) unless otherwise indicated.
- Figure dimensions only to be taken from this drawing. Dimensions and levels to be checked on site.
- Do not re-scale this drawing.
- For civil and structural matters including existing and proposed services, sub-base construction and site structures (including retaining walls over 800mm height) refer to information by others.
- The original version of this drawing was produced in colour - monochrome copies should not be relied upon to accurately reflect all drawing elements.
- This drawing has been prepared for planning purposes only and should not be used for quantification, tender or construction.

KEY

- Existing trees to be retained with Root Protection Area (RPA)
- Amenity grassland, containing SuDS and LEAP play area
- 'Green Spine' containing LAP play area
- Boundary vegetation bolstered near neighbouring properties with hedgerow
- Boundary vegetation bolstered for biodiversity gains and screening to the north and east of the site
- Primary road with single-sided avenue
- Secondary road
- Play area - LEAP and LAP
- Ornamental planting/grass to property frontages
- Indicative tree positions
- Mixed native boundary hedge

For details of BNG improvements refer to Biodiversity Net Gain (BNG) Assessment by Ecology Partnership

COUNTY COUNCIL
34834/2026

rev.	date	by	chk	notes
P07	07.11.25	AS	AG	Vegetation altered to reflect BNG requirements
P06	06.10.25	AS	AG	Vegetation altered to reflect comments
P05	29.04.25	AS	NT	Revised planning issue
P04	12.11.24	AS	LF	Final planning issue
P03	20.11.24	AS	LF	Draft planning issue
P02	12.11.24	AS	LF	Draft issue
P01	18.10.24	AS	LF	Draft issue

title
Landscape Strategy

project
Land East of of Charlwood Drive, Henfield

status	suitability
Planning	S2

dwg no
2525-TFC-XX-XX-DR-L-1001

references	scale @ A1
7549 by ECE	1:1000

terrafirma LANDSCAPE ARCHITECTS

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Petersfield, Hampshire GU32 3JA Web: www.terrafirmalandscape.com

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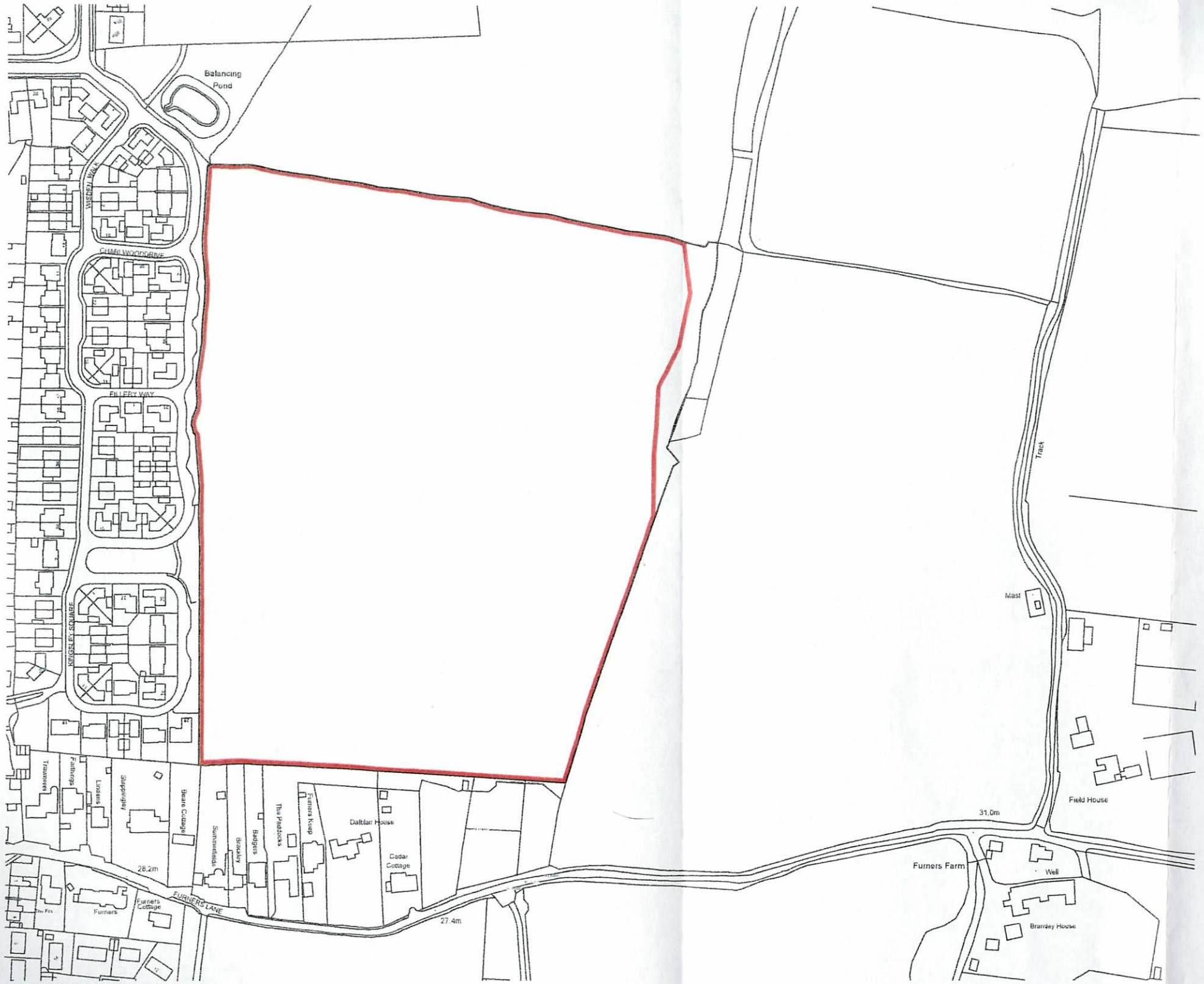
L. Parsons

CDM 2015 Health & Safety Information:

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



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Client's Name
Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills

Job Title
Land to the East of Charlwood Drive Henfield

Drawing Title
Location Plan

Scale
1:2500 @ A3
metres 25 50 75 100

Drawn	Checked	Date
KE	AK	28.06.24

Job No	Drawing No	Rev
7489	PL-01	B

Status
INFORMATION

Rev	Date	Revision Details	Dr	Ch
B	26.11.24	Client name adjusted	KE	NK
A	14.11.24	Planning Application	KA	KE

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T 0117 214 1101 E bristol@ecewestworks.com
ECE Architecture
www.ecearchitecture.com

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DJG.

CDM 2015 Health & Safety Information

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

K. Parsons

Key

- Existing Trees and hedgerows to be retained
- Open space areas
- Possible position for attenuation basins
- Possible woodland area
- Residential parcels comprising of 2 storey dwellings and associated parking
- Vehicle site access from Charlwood Drive
- Potential emergency link from Kingsley Square

KBH.



Client's Name	Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills
Job Title	Land East of Charlwood Drive, Henfield
Drawing Title	Parameters Plan
Scale	1:1000 @ A1 / 1:2000 @ A3
Drawn	LP
Checked	KE
Date	11.11.24
Job No	7489
Drawing No	PL-03
Rev	D
Status	APPROVAL

Rev	Date	Revision Details	Dr	Ch
D	14.04.25	Amendments to ecology information	LP	KE
C	10.04.25	Amendments to landscape information	LP	KE
B	26.11.24	Client name adjusted	KE	NK
A	18.11.24	Plan Simplified	KE	NK

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Figure 4: On-Site Habitat Creation.



SPECIFICATION NOTES

1. General.
This plan to be read in conjunction with the following documents:
- Risk Register by same firms
- Arboricultural report by SJA Trees

2. General landscaping.
i. Existing levels to be preserved around retained existing trees and vegetation. Existing trees and vegetation to be retained are to be protected in accordance with BS5837: 2012 during construction or as detailed in Tree Protection Plan SJA TCP 24229-011.
ii. All landscape works to be undertaken by competent persons, with appropriate training and equipment.
iii. All arisings to be removed from site at contractors expense unless noted otherwise. (e.g. woodchip, gravel, topsoil, timber stockpiles).

3. Services.
The contractor must ascertain for himself/herself the exact location of underground services before commencing work.

4. Soil Materials Generally.
i. Purity. Soils shall be free from rocks, stones, rhizomes, propagules of perennial or invasive weeds couch grass, bindweed, docks, Japanese knotweed, giant hogweed and horsetail/marestail (Equisetum arvense).
ii. Foreign matter. On visual inspection, free from man-made material, brick and other building materials and wastes, sharps, and any other foreign matter or material or substance that would render the soil or soil amendment unsuitable for use.
iii. Contamination. Do not use topsoil, subsoil, sand or compost contaminated with rubbish or other materials that are:
- •Corrosive, explosive or flammable;
- •Hazardous to human or animal life;
- •Detrimental to healthy plant growth.

iv. Give notice. If any evidence or symptoms of soil contamination are discovered on the site or in topsoil, subsoil, sand or compost or other planting media to be used.

5. Soil testing
Each soil source (imported and site-won subsoil and topsoil - see items 6-8 and 10 below) shall be analysed by Tim O'Hare Associates, Henbury Park, Wallingford, Oxon OX10 8BA Tel 01491 222003. Email: info@tohra.co.uk, www.tohra.co.uk (or equivalent approved)

6. Subsoil for general planting areas (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	35
Silt (0.002-0.05mm)	%	0	30
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	90
Stones (2-50mm)	%DW	--	50
Stones (>50mm)	%DW	--	0
pH Value	Unit	5.5	8.5
Electrical Conductivity (1:2.5 water extract)	uS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	pS/cm	--	2000
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

7. Subsoil for tree pits (sample of site-won and/or imported subsoil to be sent for testing to check compliance with parameters below)
Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	25
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	90
Stones (2-50mm)	% dry wt.	--	50
Stones (>50mm)	% dry wt.	--	0
pH Value	Unit	3.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2300
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

8. Topsoil for general landscapes (sample of site-won and/or imported topsoil to be sent for testing to check compliance with parameters below and to inform any necessary amelioration - see 10. below)
Existing topsoil to be stripped and re-used, provided soil is within parameters given below when analysed. Imported topsoil to be good quality sandy loam or manufactured topsoil (from approved source, meeting parameters given below). Topsoil (site-won or imported) is to be tested to determine suitability for proposed use and should be free from commonly tested contaminants, including asbestos. Test report to be submitted to Landscape Architect for approval and to enable amelioration recommendations to be made:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) of which at least 40% shall fall into fine to medium sand range	%	50	85
Stones (2-20mm)	% dry wt.	0	20
Stones (20-50mm)	% dry wt.	0	15
Stones (>50mm)	% dry wt.	-	0
pH Value	Unit	3.5	8.5
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2300
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	4.0	8.0
Total Nitrogen	%	0.15	--
Carbon: Nitrogen Ratio	--	--	20:1
Extractable Phosphorus	mg/l	26	100
Extractable Potassium	mg/l	240	1200
Extractable Magnesium	mg/l	50	600

9. Ameliorant: fertilizer and compost (contractor is responsible for submitting a sample of imported or site-won topsoil (to inform requirements).
Topsoil amelioration to be determined by analysis. Once amelioration requirements ascertained as required, approved (peat free) composts to PAS100 and/or fertilizers to be incorporated during cultivation at required rate to full depth of growing medium.

10. Soil handling and depths.
Management of soils to be in accordance with the Construction Code of Practice for the Sustainable Use of Soils on Construction Sites
i. Topsoil and subsoil to be handled (i.e. excavated and/or imported, stored, spread, cultivated) in accordance with method agreed in writing by Landscape Architect prior to work commencing. All topsoil and subsoil areas shall be thoroughly cultivated by hand or suitable machinery to the full depth of the topsoil layer, incorporating ameliorants as required. If compaction is suspected in sub-grade, subsoil or topsoil surfaces, these should be ripped as necessary to decompact and ensure adequate drainage.
ii. Hand cultivations shall be carried out to achieve the required finish on areas where machine cultivation is impossible to adjacent to kerbs, manholes and footpath junctions, around retained trees etc. Surplus plant matter, rubbish and surface stones having any dimension greater than 25 mm shall be collected and removed from the site. Topsoil and subsoil is to be stored in heaps, maximum of 2m in height, providing soil is reasonably dry and friable during stripping and handling - using a tracked excavator. To protect from wet weather once final height is achieved, an excavator should regrade the sides and top of stockpile to firm surface by tracking across it to form a smooth gradient.
iii. Final topsoil depth (allowing for settlement), to be 300mm for tree pits and general planting areas and 150mm for grass. Finished soil levels to be 25mm above/below adjoining paving or kerbs; not less than 150mm below dpc of adjoining buildings, shrub areas to be higher than adjoining grass areas by 25 mm. Topsoil to be spread in lightly compacted layers, max. 150mm depth, gently firm each layer before spreading the next.

12. Plant handling and establishment.
Plant handling shall be in accordance with 'Handling and establishing landscape plants' published by the CPSE through the JCLI (www.hortweb.com/wp-content/uploads/2014/12/The-National-Plant-Specification-Handling-and-Establishment.pdf). The contractor shall comply with Part 3 'Recommendations for plant handling from delivery to site to ensure successful establishment.

13. General planting notes.
Details for tree, hedge and general planting to be finalised once final site conditions are known (i.e compaction and permeability of ground). General plant stock to conform to BS 3936, advanced nursery stock to BS 8545, and planting to BS 4428. Plants shall be first class examples of their species or variety, free from all pests and diseases, with good fibrous root systems and materially undamaged. All planting operations to be in general compliance with BS4428 'Code of Practice for general landscape operations'.
Only carry out all planting while soil and weather conditions are suitable:
- •Do not plant during periods of frost or strong winds. Plant only during the following periods:
- •Deciduous and conifer trees: Late October to late March (rootball and bare root)
- •Container grown plants: At any time if ground and weather conditions are favourable. Ensure that adequate watering is provided
- •Bulbs: September/October

Setting out of planting beds to be approved by Landscape Architect before work commences. Ensure that plant beds are neatly defined, and rise from adjacent paved areas as specified above. All tree pits, tree circles in lawn and planting beds are to be mulched with approved bark mulch to 75mm depth after planting.

14. Plant biosecurity
Plant procurement should follow the latest recommendations from DEFRA and landscape contractors should verify the status of all supplied species prior to procuring. Plant material should be sourced from UK growers with a sound Biosecurity Policy and management systems that can demonstrate the traceability of their stock with plant health certificates / plant passports or other documentation commensurate with the HTA Plant Health Assurance Scheme (see www.hta.org.uk/plant-passport).
Supplied plants, including trees should be propagated and grown on a UK nursery, or containerised and grown on in the UK for a minimum of 1 years (shrubs) or 2 years (whips). Any Xylella host plants specified must come from a UK nursery and must not be imported from Europe or anywhere else in the world, directly or via. There must be no translocation on the Xylella host plants (please refer to the origin). The contractor is responsible for checking acceptance of provisions and to ensure that their Biosecurity Plan with their tender

15. Tree planting
Any proposed substitutions of species shown on plan to be approved by landscape architect prior to planting. Details for tree planting to comply with BS8545. As a guide all trees to be planted in square pits with base undisturbed unless drainage / compaction problems known. Plant at a depth where the root flare is clearly visible at the soil surface. Where trees have been supplied with the root flare too deep excess soil or fibrous root growth should be removed before planting. All trees to have 'Pickles' tree irrigation/aeration system installed as supplied by Platipus 01737 762300 www.platipus-anchors.com or approved equivalent. Water-in heavily after planting and mulch surface, ensuring mulch is not in contact with trunk of tree. Tree support to comply with BS 8545: Bare root trees to have a single upright stake RB or CG trees to have double stake and bridge with adjustable tie, multi stemmed trees or trees on slopes to have angled single stake with adjustable tie; in windy locations or for large trees, install wirerd guying, tree stakes to be stained black. Trees to be underground guyed shall have suitable guying systems installed as supplied by Platipus 01737 762300 www.platipus-anchors.com or approved equivalent. Any necessary remedial tree works are to be carried out by an approved tree surgeon to BS 3998. Trees planted within grass areas to be set in mulched earth circles. 1m diameter around tree trunk, with turf trimmed neatly to form circle
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Pits to be backfilled with 300mm depth of specified topsoil over subsoil as per spec.
ii. Trees - 20cm girth and above:
Depth of tree pits to be 200mm deeper than rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side)
Pits to be backfilled with 400mm depth of specified topsoil over washed medium coarse grade sand to a depth of 200mm below rootball

16. Hedges.
Depth of planting trench to be same as rootball, overall width150mm wider than rootball (75mm min. from rootball edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis. Central pots and wire supporting to be provided with two line wires and plants to be tied in using horticultural plastic ties. On planting, hedges to be trimmed to 300mm ht. and sides trimmed to neat shape where necessary.

16. Native hedges.
Specials to be randomly mixed for natural effect, and planted in groups of 3-5 plants of any one species. Depth of planting trench to be same as root system, overall width space 150mm wider than root system (75mm min. from root system edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Provide and install each plant with an appropriate sized recyclable staked green shrub shelter (available from Tubex Ltd, phone 01621 874201 or similar approved). Position shelter stake on windward side of plant, drive vertically into bottom of pit before planting, to a min. depth of 300mm and consolidate backfill material around stake, attach shelter to stake with a minimum of two ties.

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Depth of planting pit to be same as rootball, overall width space 100mm wider than rootball (50mm min. from rootball edge to sides of pit). Pit to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

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All climbers to be planted as 19. above and provided with steel line wires attached to the wall/fence/trellis (min 3 no.) at 300mm vertical spacing with climbers spread out and tied to wires using appropriate horticultural ties. Fertiliser to be incorporated as required to ensure establishment and continued thriving of plants - type and application rate to be determined by analysis.

21. Bulb planting.
All bulbs to be planted at the rate given in the schedule, in random mixed drifts of single species in areas indicated on the plan, minimum 15 bulbs per drift of single species. For planting, naturalize bulb positions by dropping bulbs from waist height. Neatly remove a plug of turf and replace after planting. Plant so that the top of the bulb is at a depth of approximately twice its height when base in contact with bottom of hole. Bulbs should be no closer together than approximately twice the width of a single bulb.

22. Grass.
Turfing and seeding shall be carried out only during appropriate seasons and while soil and weather conditions are suitable for the relevant operations. Only machinery and tools suitable for the site conditions and the work to be carried out shall be used. Hand tools shall be used around trees, plants and in confined spaces where it is impractical to use machinery. The soil shall be weed free prior to turfing and seeding. Contact herbicide as specified should be applied to all areas of weed growth 4-6 weeks before grassing and repeated if necessary to maintain a weed free bed. Where deep rooted weeds are present (docks, thistles etc.) approved Glyphosate-based herbicide should be applied as a spot treatment. Turf or seed shall be laid on prepared, levelled soil (minimum 150mm depth) in the areas indicated on the drawings in accordance with BS 4428:1989 'Code of practice for general landscape operations'. All grass areas to be approved landscape quality turf for general amenity areas or lawn turf for garden areas, or equivalent seed.

23. Species-rich grass.
Establish seed mix & soil requirements from supplier.

24. Root barrier.
Root barrier system to be used in locations as indicated on plan. To be supplied by GreenBlue Urban 01424 717797 or other approved supplier. Thickness, size and depth of installation of root barrier to be to manufacturer's recommendations for particular circumstances.

25. Maintenance.
In accordance with Landscape Management Plan. Establishment maintenance for all planting for 5 years from Practical Completion to include weed control, watering and replacement of failures to original specification in the planting season following failure.
- •All plant material to receive annual pruning and hedges and groundcover to be trained and edged with minimum 2 trims per year.
- •Check tree stakes and ties annually and alter strong winds.
- •Check shrub shelters at least twice annually to remove weeds and any soil build up inside tube. Shelters to be removed in year 3 and recycled.
- •Native shrubs plants to be trimmed during winter just after planting, then twice annually in summer and autumn to encourage lower branching and dense growth.
- •Topiary to be clipped into shape late spring, mid-summer and early autumn.
- •Level 3 amenity grass areas - Mowing is to be carried out using approved machinery to maintain the vegetation length within the limits of 30 mm and 50 mm during April to August inclusive and between 50 mm and 70 mm during the rest of the year.
- •Wildflower meadows - Meadow grass areas where fall un-mown to receive a mid-summer hay cut in combination with autumn and spring mow. Leave grass to flower from spring through to late July/Aug to give sown species the opportunity to flower. After flowering carry out a 'hay' cut with a strimmer to 50mm. Leave 'hay' to dry and shed seed for 1-7 days then remove from site. Mow regrowth through to late autumn to 50mm and again in spring as needed.

0m 25m 50m north

- All dimensions in millimetres unless otherwise indicated. All levels in metres relative to Ordnance Datum and are positive (AOD) unless otherwise indicated.
- Figure dimensions only to be taken from this drawing. Dimensions and levels to be checked on site.
- Do not re-scale this drawing.
- For size and structural matters excluding existing and proposed services, soft-build specification and site structures (including retaining walls over 900mm height) refer to information by others.
- The original version of this drawing was produced in colour - monochrome copies should not be relied upon to accurately reflect all drawing elements.
- This drawing has been prepared for planning purposes only and should not be used for specification, tender or construction.

KEY

- Existing trees to be retained with Root Protection Area (RPA)
- Amenity grassland, containing SuDS and LEAP play area
- 'Green Spine' containing LAP play area
- Boundary vegetation bolstered near neighbouring properties with hedgerow
- Boundary vegetation bolstered for biodiversity gains and screening to the north and east of the site
- Primary road with single-sided avenue
- Secondary road
- Play area - LEAP and LAP
- Ornamental planting/grass to property frontages
- Indicative tree positions
- Mixed native boundary hedge

For details of BNG improvements refer to Biodiversity Net Gain (BNG) Assessment by Ecology Partnership

P07	07.11.25	AS	AG	Vegetation altered to reflect BNG requirements
P06	04.10.25	AS	NT	Vegetation altered to reflect comments
P05	29.04.25	AS	NT	Revised planning issue
P04	12.11.24	AS	LF	Final planning issue
P03	20.11.24	AS	LF	Draft planning issue
P02	12.11.24	AS	LF	Draft issue
P01	10.10.24	AS	LF	Draft issue
rev.	date	by	chk	notes

title
Landscape Strategy

project
Land East of of Charlwood Drive, Henfield

status	suitability
Planning	S2

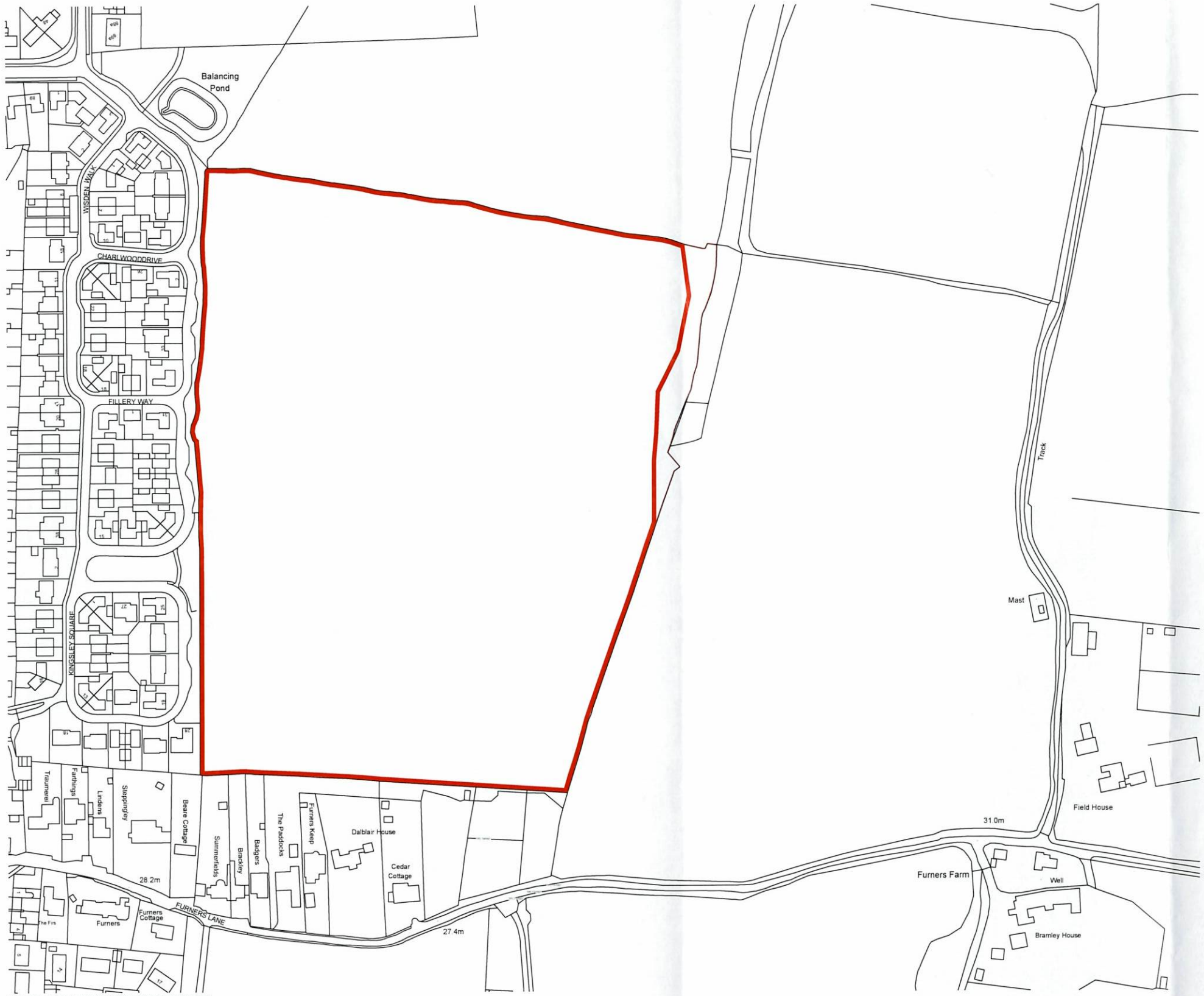
dwg no
2525-TFC-XX-XX-DR-L-1001

references	scale @ A1
7040 by EGE	1:1000

terrafirma LANDSCAPE ARCHITECTS

CDM 2015 Health & Safety Information:

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



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Client's Name: Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills	Drawing Title: Location Plan	Drawn: KE / Checked: AK / Date: 28.06.24	
Job Title: Land to the East of Charlwood Drive Henfield	Scale: 1:2500 @ A3 (metres 25 50 75 100)	Job No: 7489 / Drawing No: PL-01 / Rev: B	Status: INFORMATION

Rev	Date	Revision Details	Dr	Ch
B	26.11.24	Client name adjusted	KE	NK
A	14.11.24	Planning Application	KA	KE

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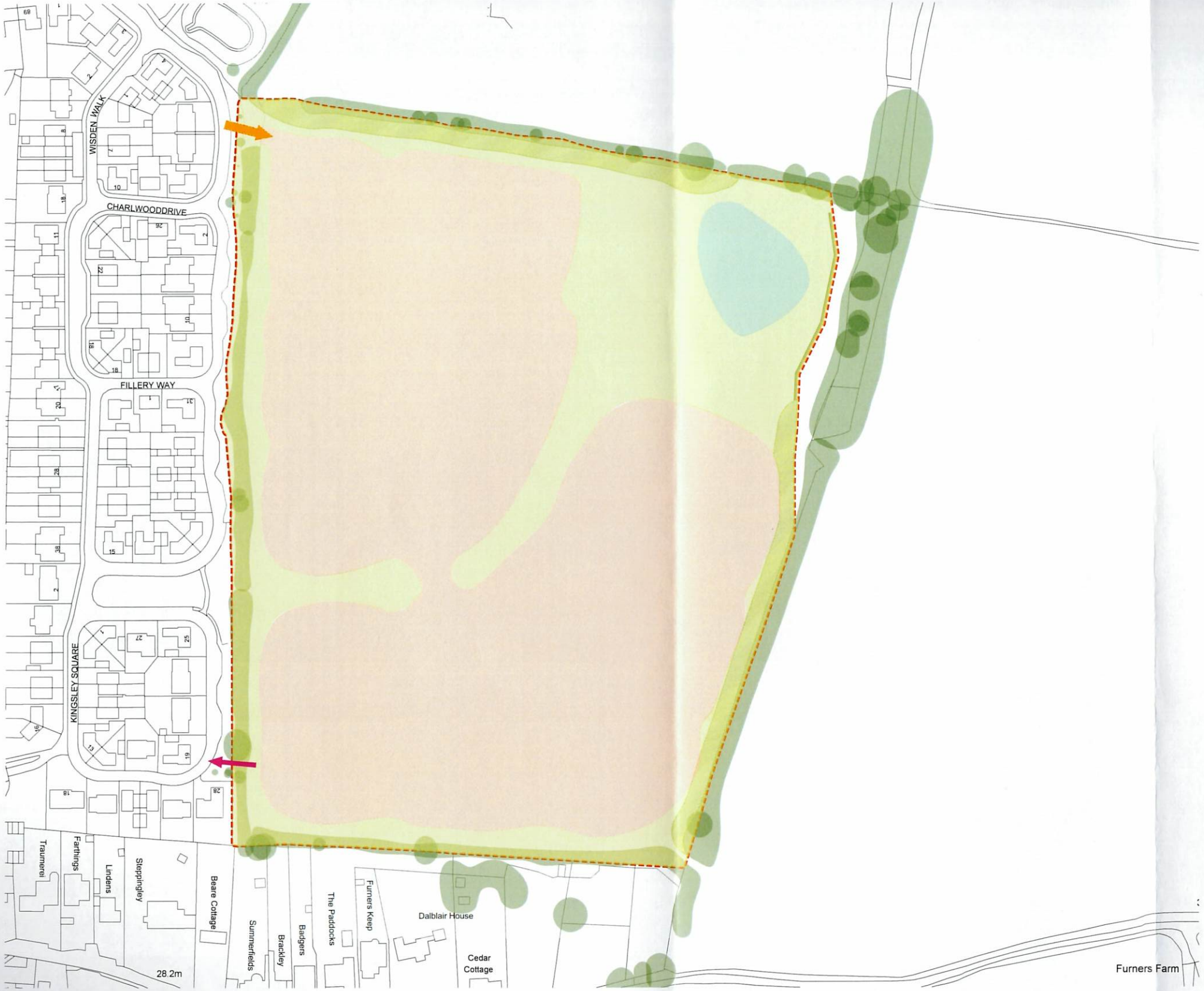

CDM 2015 Health & Safety Information

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

Key

- Existing Trees and hedgerows to be retained
- Open space areas
- Possible position for attenuation basins
- Possible woodland area
- Residential parcels comprising of 2 storey dwellings and associated parking
- Vehicle site access from Charlwood Drive
- Potential emergency link from Kingsley Square

N

Rev	Date	Revision Details	Dr	Ch
D	14.04.25	Amendments to ecology information	LP	KE
C	10.04.25	Amendments to landscape information	LP	KE
B	26.11.24	Client name adjusted	KE	NK
A	18.11.24	Plan Simplified	KE	NK

Client's Name
Croudace Homes with Deborah-Jo Grantham,Lisa Frances Parson & John Stephen Hills

Job Title
Land East of Charlwood Drive, Henfield

Drawing Title
Parameters Plan

Scale
1:1000 @ A1 / 1:2000 @ A3
metres 20 40 60 80

Drawn	Checked	Date
LP	KE	11.11.24

Job No	Drawing No	Rev
7489	PL-03	D

Status
APPROVAL

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CAD Plot date 14/04/2025 - 08:59:16 7489 site.dwg

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CROUDACE HOMES LIMITED



Figure 4: On-Site Habitat Creation.


Balancing Pond
WISDEN WALK
CHARLWOOD DRIVE
FILLERY WAY
KINGSLEY SQUARE
SPINE ROAD
SPINE ROAD
SPINE ROAD

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

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

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

b) an unregistered provider of affordable housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;

"Affordable Housing Tenure Mix"	a tenure mix of 70% (seventy percent) Rented Units (in respect of which the Affordable Housing Provider may determine whether such units are Affordable Rent Social Rent or a mix of both) and 30% (thirty percent) Shared Ownership Units, or such other mix of Affordable Housing Units as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Units"	a minimum of 45% (forty five percent) of the total Housing Units to be provided as part of the Development of which the Rented Units and the Shared Ownership Units are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 3.8 of this Schedule 2.
"Affordable Rent"	in relation to initial lets only, chargeable rent that is subject to Homes England's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance that may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed either 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location calculated using the Royal Institute of Chartered Surveyors approved valuation methods or the applicable Local Housing Allowance rate for the Council, whichever is the lower at the time of the initial let.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"BCIS Index"	means the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may specify.
"Deed of Nomination Rights"	the Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the Council and the Affordable Housing Provider to provide the Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.

"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider by transfer of the freehold and **"Dispose"** shall be construed accordingly.
"First Occupation"	the date on which each Housing Unit is Occupied for the first time.
"Fully Serviced"	where provision of Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, mains water, sewerage and wiring for connection to high-speed broadband are installed and fully functional.
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.
"Head of Housing and Communities"	the Council's Head of Housing and Communities or such other officer as may be lawfully designated by the Council for the purposes of discharging his duties and functions.
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England);
"Housing Register and Nominations Policy"	the Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2025)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to any Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.

"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use Fully Serviced and accessible by both vehicles and pedestrians, and the words and **"Practically Complete"** shall be construed accordingly.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	a lease which accords with Home England's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to be made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in Housing Need at a Social Rent and "**Social Rented Unit**" shall be construed as meaning any one of them.

The Owners hereby covenant with the Council as follows:

2. GENERAL PROVISIONS

2.1 Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing.

2.2 Subject to paragraph 5.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the Council from time to time.

2.3 Subject to paragraph 5 not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

2.4 The Owners further covenant that subject to paragraph 5:

2.4.1 the Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent or Social Rent terms, or any other form of low cost rented accommodation (as defined by s.69 of the Housing and Regeneration Act 2008), by way of an assured tenancy complying with the guidance given by Homes England;

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

3. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

3.1 Prior to Occupation of a maximum of 25% (twenty five percent) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

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

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

3.2 In the event of a transfer taking place pursuant to paragraph 3.1.2, prior to Occupation of a maximum of 75% (seventy five percent) of the Open Market Units to:

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

3.2.2 transfer either the freehold title, or a lease for at least 990 (nine hundred and ninety) years on a full repairing and insuring basis, for the Affordable Housing Units to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Deed) and financial charges.

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

3.3 not to Occupy or allow Occupation of more than 25% of the Open Market Units unless and until the provisions of paragraph 3.1 of this Schedule (including its sub-paragraphs) have been complied with.

3.4 Not to Occupy or allow Occupation of more than 75% of the Open Market Units unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Within any transfer of the Affordable Housing Units (or any of them) to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the Council of a Deed of Nomination Rights in respect of the Rented Units, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the Council) in the form set out in Schedule 3 with the Council's costs to be paid by the Affordable Housing Provider;

3.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 3.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

3.7 In the event that no agreement for the transfer the Affordable Housing Land and/ or Affordable Housing Units (as required by paragraph 3.1) has been reached at the expiration period of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 3.1 above, to:

3.7.1 serve notice on the Council confirming that no agreement has been entered into;

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

3.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 3.7.1 of this Schedule EITHER to find an Affordable Housing Provider(s) (as required by paragraph 3.1) with the assistance of the Council AND/ OR to agree with the Council an alternative tenure mix by amendment of the Affordable Housing Scheme and the Owners shall continue to use reasonable endeavours to enter into contract with an Affordable Housing Provider or Affordable Housing Providers in accordance with paragraph 2.1 .as soon as reasonably practicable but for the avoidance of doubt the restriction on occupation of Open Market Units in paragraph 3.3 shall no longer apply.

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

3.10 Unless otherwise agreed by the Council or directed by Homes England any proceeds derived from the proceeds from a Right to Buy or Right to Acquire transaction of a Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing.

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory

requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

4.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to an adoptable standard;

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

5. EXCLUSIONS

5.1 The obligations contained in this Schedule shall neither be binding on nor enforceable against:

5.1.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Land and/ or Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the [affordable dwellings] and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the [affordable dwellings] to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.1.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the [affordable dwellings] free from the [affordable housing provisions] in this Agreement which provisions shall determine absolutely.

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

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

5.1.4 a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and

5.1.5 any successor in title of any person detailed in Sub-Paragraphs 5.1.2, 5.1.3 and 5.1.4 (above) or their mortgagee or chargee.

SCHEDULE 3

Specimen Deed of Nomination Rights

[**AFFORDABLE HOUSING PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

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

BETWEEN:

(1) [ ] ("the Affordable Housing Provider"); and

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

1. DEFINITIONS

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

"**Affordable Housing"**	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0007/146779/Housing-Register-Nominations-Policy.pdf or other document which may replace it;

"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and "Initial Let" shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"**Nominee"**	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.

"**S106 Agreement"**	the agreement relating to the Application Site and dated [….] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in Housing Need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;
"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ENABLING PROVISIONS

3.1. This Agreement is made pursuant to s.111 of the Local Government Act 1972, s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. NOMINATION PROCEDURE FOR RENTED UNITS

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

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.

4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the Council in respect of an Initial Let not less than 2 (two) weeks prior to it becoming available for occupation.

Nomination procedures

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice, Void Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3, serve on the Affordable Housing Provider details of a Nominee, which shall:

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

4.4.2. include any other details that the Affordable Housing Provider may reasonably require from time to time.

4.5. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Affordable Housing Provider shall use its reasonable endeavours to arrange a viewing of the Affordable Housing Unit and make an offer of a Tenancy Agreement to the Nominee ("an Offer").

Failure to let

4.6. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Affordable Housing Provider's Offer, that Nominee shall be deemed to have rejected the Affordable Housing Provider's Offer.

Notices

4.7. The Affordable Housing Provider shall give notice in writing to the Council within 5 (five) Working Days of the occurrence of a Nominee:

4.7.1. failing to view an Affordable Housing Unit within 10 (ten) Working Days of an Offer being made;

4.7.2. failing to accept an Offer within 10 (ten) Working Days of it being made;

4.7.3. being rejected by Affordable Housing Provider in accordance with clause 4.13 and in such cases, the notice shall explain the reasons for the rejection;

4.7.4. accepting an Offer from the Affordable Housing Provider.

4.8. On receipt of a written notice served in accordance with clause 4.7.1, 4.7.2 or 4.7.3, the Council shall serve details of a further Nominee on the Affordable Housing Provider and the parties shall repeat the procedures set out in clauses 4.4 – 4.7 except that:

4.8.1. the 10 (ten) Working Day period referred to in clauses 4.4 – 4 7 shall be reduced to 5 (five) Working Days.

4.8.2. the procedures set out in clauses 4.4 – 4.7 shall only be repeated twice.

4.9. In the event that:

4.9.1. a third Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of an Offer; or

4.9.2. the Council fails to serve details of a Nominee within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3. then, unless clause 4.10 applies

the Affordable Housing Provider shall have the right to make the Initial Let in respect of the Rented Unit to person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall

inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

4.11. If a Rented Unit becomes a Void after the Initial Let or the Affordable Housing Provider has reasonable cause to believe it will become a Void:

4.11.1. the Affordable Housing Provider shall serve a Void Notification in respect of that Rented Unit within 5 (five) Working Days of it becoming a Void;

4.11.2. the Affordable Housing Provider shall serve a Void Notice on the Council in respect of that Rented Unit as soon as it is available for re-letting;

4.11.3. the parties shall follow the nomination procedures set out in clauses 4.4 to 4.7. and clauses 4.8 and 4.9 shall apply

unless the Void is an Exempted Void, in which case clause 4.12 shall apply.

Exempted Voids

4.12. Where the Void is an Exempted Void:

4.12.1. if fewer than 75% of the total number of Rented Units have been let, the parties shall follow the procedures set out in clauses 4.4 – 4.7. and clauses 4.8 and 4.9 shall apply;

4.12.2. if 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Affordable Housing Units) have been let, the Affordable Housing Provider shall not be required to follow the procedures set down in clauses 4.4 – 4.7 and the Affordable Housing Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Affordable Housing Units) to persons of its own choosing (subject to the provisions within the S106 Agreement).

Rejecting Nominees

4.13. The Affordable Housing Provider shall have the right to interview and make enquiries about each Nominee and to reject any Nominee if in the opinion of the Affordable Housing Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Affordable Housing Provider's registered rules or its letting criteria and if an Affordable Housing Provider rejects a Nominee in accordance with this clause, the Affordable Housing Provider must serve written notice on the Council in accordance with clause 4.7.3.

4.14. Where the Affordable Housing Provider intends to reject a Nominee in accordance with clause 4.13 and it serves notice of this on the Council in accordance with clause 4.7.3, the Council shall:

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

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

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

5. NOTICES

5.1. Any notice served in accordance with this Deed must be in writing and:

5.1.1. delivered by hand; or

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

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

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

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

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

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

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

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

7. DISPUTES

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

8. COSTS

8.1. The Affordable Housing Provider agrees with the Council to pay the reasonable and proper legal costs which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

9.2. the obligations contained in this Deed are covenants for the purpose of s.33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

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

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[*To be provided by the Affordable Provider]*

SCHEDULE 4

Open Space

1. Interpretation of this Schedule

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"Commuted Sum"	the sum of £35,249.13 (thirty-five thousand, two hundred and forty nine pounds and thirteen pence) payable to the Parish Council towards the management and maintenance of the LAP and /or the LEAP in the event of a transfer of the same to the Parish Council in accordance with this Schedule.
"Estate Charge"	the perpetual yearly variable estate management charge to be imposed on each Open Market Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with this Schedule.
"Landscape Strategy Drawing"	The drawing entitled Landscape Strategy drawing number 2525-TFC-XX-XXDR-L-1001 at Schedule 1 of this Agreement
"Local Area of Play" / "LAP"	the local area of play to be provided as part of the Development within the Managed Land at the location indicatively shown on the Landscape Strategy Drawing Plan (within the area denoted as "LAP Play Area".
"Local Equipped Area for Play"/ "LEAP"	the local equipped area of play be provided as part of the Development within the Managed Land at the location indicatively shown the Landscape Strategy Drawing (within the area denoted as "LEAP Play Area").
"Local Area of Play Specification"	a specification for the LEAP and the LAP to include: • plans, details, specifications and a timetable for provision of the LEAP and/or the LAP; • details of the surface treatment (grass/ hard/linked surface paths/ impact absorbing safety surfaces); • details of any earthworks, excavations, construction, drainage; • details of any fencing or materials; • type and size of play equipment; • details and type of any seating; • litter bins; • signage (type and location); and

	• a management plan for the long term future maintenance and management (including a maintenance schedule) and the arrangements for securing the availability of the LEAP and/or the LAP for use by the general public; with the Area of Play Specification to be submitted to and approved by the Council pursuant to this Schedule 4.
"Managed Land"	the BNG Land and the Open Space (including the LAP and or/the LEAP) to be provided as part of the Development which shall be managed by the Management Company (or the Parish Council in terms of the LAP and/or the LEAP) in accordance with the Management Plan and Schedule 4 of this Agreement (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
"Management Company"	a limited company or company limited by guarantee (or companies) established by the Owner to carry out the long term management and maintenance of the BNG Land (as defined in Schedule 5) , the LAP and/or the LEAP, the and the Open Space (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Agreement and the Management Plan (and HMMP (as defined in Schedule 5) with respect to the BNG Land)) and whose constitution shall be submitted to and approved by the Council and shall include subsequent body/bodies that take on this responsibility;
"Management Company Structure Scheme"	a scheme that addresses the following in relation to the Management Company: a) setting and collecting the Estate Charge; b) ensuring accountability to Occupiers of the Open Market Units c) details of the proposed constitution of the Management Company which shall be a private company limited by shares or by guarantee and facilitate the Owner retaining control of the Management Company until such time it relinquishes that control to shareholders (if applicable); d) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;

	details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company to another Management Company or third party (including details of how and when such transfer shall take place, how any step-in mechanism shall be triggered and settlement of outstanding management costs prior to transfer and liability for legal costs/ expenses associated with the transfer);
"Management Plan"	a detailed written scheme for the ongoing management and maintenance of the Open Space and the LAP and/or the LEAP which shall: a) include a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Residential Management Plan; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Managed Land; h) state details of the proposed Management Company; i) nominate the person (which may include appointed managing agents) who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space; j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the Council in writing within 7 days of the date of such change;

"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: • multifunctional green space; • parks and gardens; • amenity green space; • natural/ semi-natural green space; in the locations shown shaded on the Open Space Plan to be managed and maintained in accordance with the Management Plan;
"Open Space Specification"	the specification provided for the Development for the Open Space or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Space • approval of boundaries of any areas or parcels of land to be transferred to the Management Company • details of the layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces) • details of any earthworks, excavations, construction, drainage • details of any fencing or materials • details and type of any seating • litter bins • signage (type and location).
"Open Space Plan"	the plan of the land to be provided as part of the Development as open space on which designated areas for specific uses are denoted by coloured shading on the "Parameters Plan" at Schedule 1 of this Agreement.
"Parameters Plan"	drawing entitled Parameters Plan drawing number PL-03 dated 11/11/2024 at Schedule 1 of this Agreement.
"Parish Council"	Henfield Parish Council.
"Specifications"	together the Open Space Specification and the Area of Play Specification.

The Owners hereby covenant with the Council as follows:

2. Open Space LAP and LEAP

2.1. Prior to Commencement of Development, to submit details of the provision of Open Space, the LAP and/or the LEAP, including the Specifications and the Management Plan, to the Council for approval and not to Commence the Development the Council has approved the aforesaid details, the Specifications and the Management Plan in writing, such approval not to be unreasonably delayed or withheld.

2.2. Unless otherwise agreed in writing with the Council, not to Occupy or cause or allow the Occupation of more than 75% of the Dwellings in the Development until the Owner has at their own expense:

2.2.1. provided the Open Space, the LAP and/or the LEAP in accordance with the Specifications such that it is ready for use and open to members of the public to access free of charge in perpetuity thereafter;

2.2.2. submitted a post installation report prepared by the Royal Society for the Prevention of Accidents in respect of the LEAP to the Head of Development and Building Control at the Council within 5 working days of the date of completion of the LEAP;

2.2.3. obtained written confirmation by the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space (including the LAP and/or the LEAP) and have been completed; and

2.2.4. in terms of both the LAP and/or the LEAP only, immediately upon receipt of the Council's written confirmation of completion of the approved works:

2.2.4.1. offered in writing to transfer the LAP and/or the LEAP to the following persons (in order of priority) for £1 upon the contractual terms set out in paragraph 2.6 (including its sub paragraphs) of this Schedule:

2.2.4.1.1. the Parish Council, and if it shall refuse the said offer or fail to respond within 40 Working Days then;

2.2.4.1.2. the Management Company who shall not be entitled to refuse the offer;

2.2.4.2. in terms of the Open Space only, immediately upon receipt of the Council's written confirmation of completion of the approved works:

2.2.4.3. offered in writing to transfer the Open Space to:

2.2.4.3.1. the Management Company who shall not be entitled to refuse the offer;

in accordance with paragraph 2.6 of this Schedule and notified the Head of Development and Building Control of the Council in writing that such an offer has been made; and

2.2.4.4. entered into a binding contract for the transfer of the Open Space to the Management Company or the Parish Council for the LAP

and/or the LEAP and the for the sum of £1 to the Parish Council or the Management Company, which the Parish Council or the Management Company will be required as a successor in title to the Owners to maintain the Open Space or the LAP and/or the LEAP PROVIDED ALWAYS that notice of the entering into a contract shall be given to the Council within 7 (seven) days of entering a contract and a copy of the binding contract shall be sent with such notice to the Council.

2.2.4.5. in the event that the LAP and/or the LEAP are transferred to the Parish Council upon the contractual terms set out in paragraph 2.6 of this Schedule, the Owners shall pay the Commuted Sum to the Parish Council within 10 (ten) Working Days.

2.3. For the avoidance of doubt the Commuted Sum is only ever payable in the event that the LAP and/or the LEAP are transferred to the Parish Council. The Owner shall use its reasonable endeavours to carry out all the works within the timescales referred to in Paragraph 1 and 2 above and upon completion of the works notify the Head of Development and Building Control in accordance with paragraph 2.1 of this Schedule. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the works the Owner covenants to make good any defects in the works prior to the transfer of the Open Space (including the LAP and/or the LEAP) in accordance with paragraph 2.2 of this Schedule and the Council's written confirmation referred to in paragraph 2.1 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control the Owners have complied with its obligation to make good any defects in the works.

2.4. The Owner shall at their expense continue to maintain and insure the Open Space (including the LAP and/or the LEAP), keeping all trees and vegetation at all times cultivated and fed, watered and healthy and shall replace any damaged or dying grass, turf, trees, shrubs and other plants, for the period until the Open Space (including the LEAP and the LAP) is transferred in accordance with paragraph 2.2 (including its sub paragraphs).

2.5. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owner has paid to the Council a fee of £600 which is based on the current daily rate for the inspection of the works undertaken by the Owner in creating the Open Space (including the LAP and/or the LEAP).

2.6. Not to transfer any parcel of land comprising the Open Space (including the LEAP and the LAP) except upon the following terms and conditions unless otherwise agreed between the parties:

2.6.1. title shall be deduced in accordance with the Land Registration Act 2002;

2.6.2. the parcels of land comprising the Open Space (including the LAP and/or the LEAP) will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Deed and subject also to any easements granted to Statutory Undertaker and purchasers of Dwellings after the date of this Deed and other matters

contained and referred to in the register of title to the Application Site;

2.6.3. vacant possession of the parcel of land comprising the Open Space (including the LAP and/or the LEAP) shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.6.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.3.4.1 and 2.3.4.2 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owner and the Council, the Parish Council or the Management Company;

2.6.5. the transfer of the Open Space (including the LAP and/or the LEAP) to the Council, the Parish Council or the Management Company shall be subject to a covenant to comply with the following:

2.6.5.1. that the Open Space (including the LAP and/or the LEAP) shall be made available for the use of the general public and shall only be used for the purposes of public open space, for LAP and/or the LEAP as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing children's play facilities or for the maintenance of the Open Space or the LAP and/or the LEAP or is required to be carried out by a statutory undertaker;

2.6.5.2. the Owners and the Council agree that when the Open Space and the LAP and/or the LEAP are transferred to the Parish Council or the Management Company the Owners shall be entitled to include in the transfer of the title a requirement that, the Parish Council or the Management Company shall enter into a direct covenant with the Owners (in this case not including the owners of the Dwellings or the Registered Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.7. That the Open Space, the LAP and/or the LEAP shall be maintained at all times to the reasonable satisfaction of the Council in a clean and safe condition with all grass regularly mown and tree hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under Paragraph 1 of this Schedule 4 together with any amendments or details subsequently approved in writing by the Council.

3. Management Company

3.1. The Owners shall not Occupy or permit the Occupation of any Dwelling until they have:

3.1.1. set up the Management Company in accordance with the provisions set out in this Schedule;

3.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Open Market Unit a covenant by the purchaser to pay an annual

charge as determined by the Management Company for the maintenance of Open Space (including the LEAP and the LAP) and any other land which has been transferred or will be transferred to the Management Company in accordance with this Agreement;

3.1.3. agreed not to sell or otherwise deal with any Open Market Unit without imposing a covenant on the purchaser of such Dwelling to pay the Estate Charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 3.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

3.1.4. Within 5 Working Days of completion of the sale of the first Dwelling to provide the Council with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the management and maintenance thereafter of the Open Space (including the LEAP and the LAP) and the BNG Land AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 3.1.2 above;

3.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the Council and gain approval from the Council to the Management Company structure scheme;

3.1.6. on approval of the Management Company Structure Scheme the Owners will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of transfer of any Managed Land.

SCHEDULE 5

Biodiversity Net Gain

The Owners Covenant to the Council in relation to the BNG Land

With the intention of binding the BNG Land, and for the purpose of allowing the Development to be delivered, the Owner covenants with the Council as follows:

1. Interpretation of this Schedule

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with this Schedule 5 such approval not to be unreasonably delayed or withheld;
"BNG Land"	the land indicated on the BNG Land Plan;
"BNG Land Plan"	the Habitat Creation Map dated 19th November 2025 and prepared by The Ecology Partnership;
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;
"BNG Monitoring Contribution"	the sum of **£4,176.87 (four thousand, one hundred and seventy six pounds and eighty seven pence)** to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owner to the Council pursuant to this Schedule 5;
"Breach Notice"	a notice which may be served by the Council on the Owner pursuant to paragraph 5.1 of this Schedule 5 setting out: a) details of the alleged non-compliance with the HMMP (the **"Breach")**; and b) details of the measures to be taken to remediate the Breach; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph

	5.2 of this Schedule 5;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council (such confirmation not to be unreasonably delayed or withheld);
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owner to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 3.3 of this Schedule 5 of this Agreement;
"Habitat Creation and Enhancement Works"	Means the Habitat Creation and Enhancement Works set out in the HMMP
"HMMP"	Means the habitat management and Maintenance plan submitted to and approved by the Council in respect of the Development
"Monitoring Report"	the monitoring reports to be issued to the Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development;

2. BNG Monitoring Contributions

2.1. To pay the BNG Monitoring Contribution in full to the Council within 10 (ten) Working Days of the Commencement Date.

3. Biodiversity Gain Plan and HMMP

3.1. To submit the Biodiversity Gain Plan and the HMMP to the Council for its approval in writing prior to the Commencement of Development;

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the Council (such approval not to be unreasonably delayed or withheld);

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

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

3.5. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the Council has issued a Certificate of Completion;

3.6. Within 20 Working Days of receipt by the Owner of the Certificate of Completion to transfer the BNG Land to the Management Company for £1 upon the terms set out in paragraph 3.7 below.

3.7. Not to transfer the BNG Land except upon the following terms and conditions unless otherwise agreed between the parties:

3.7.1. title shall be deduced in accordance with the Land Registration Act 2002;

3.7.2. the BNG Land will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Deed and subject also to any easements granted to Statutory Undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;

3.7.3. vacant possession of the BNG Land shall be given on the date of the transfer in accordance with the provisions of this Deed;

3.8. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are retained and maintained from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the Development whichever occurs later;

3.9. To provide a Monitoring Report to the Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;

3.10. To notify the Council of any requested amendment to the HMMP, such notice to be accompanied by:

3.10.1. the proposed amended HMMP;

3.10.2. a statement of reasons for such amendment; and

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

3.10.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and

3.10.3.2. the continued functioning of the BNG Land for BNG.

4. Access for Inspection

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

4.1.1. enter onto the part of the BNG Land necessary for monitoring compliance with:

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

4.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land

subject to the Council providing the Owner with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owner and/or their appointed contractors.

5. Breach Notice and Step-In Rights

5.1. Where the Council believes that the HMMP has not been complied with, it may serve a Breach Notice on the Owner.

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

5.3. Where a Breach Notice is disputed:

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

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

5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.

5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the Council in writing).

5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

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

5.6.1. any part of the BNG Land that is necessary for the carrying out the steps set out in the Breach Notice; and

5.6.2. any other land in the Owner's control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 are complied with.

5.7. To pay the Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

5.8. In default of payment of a sum falling due to the Council in whole or in part pursuant to paragraph 5.7 of this Schedule, the Council shall be entitled to recoup its costs from the Owner of the BNG Land or its successors in title and may secure the same by registering a charge or restriction on the title of the BNG Land at HM Land Registry.

6. Restriction on alienation of any part of the Application and BNG Site

6.1. Not to transfer or lease or otherwise part with its interest in the BNG Land, or any part of it, otherwise than to a Management Company without first providing a surety, performance bond or similar (to be agreed with the Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule 5 of this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council.

6.2. To consent to the entering of the following restriction on the transferee's title to the BNG 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 transfer or lease of the *[BNG Land – to be identified by reference to an area shown on the title plan]* (by the proprietor of the registered estate, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 6 of Schedule 5 of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) John Stephen Hills, Deborah-Jo Grantham and Lisa Frances Parsons; (2) Croudace Homes Limited; (3) West Sussex County Council; and (4) Horsham District Council dated [13 May 26] have been complied with or do not apply".

6.3 On the date 30 years after the later of the 30th anniversary of the date of issue of the Certificate of Completion or the date of Practical Completion of the Development the Council gives the Owner authority to apply to the Land Registry for the removal of the Restriction set out in para 6.2 of this Schedule and on payment of its costs the Council shall use reasonable endeavours in assisting the Owner in securing such removal if requested to do so.

SCHEDULE 6

Highway Works and Travel Plan

1. Interpretation

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

"All Requisite Consents"	all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme.
"Highway Works"	the provision of the following on the existing public highway in the vicinity of the Development: • Parking improvements on Wantley Hill as indicatively shown on drawing titled 'Proposed Layby Parking Improvements' and numbered 106205-PEF-XX-XX-D-H-000003 • Improved pedestrian dropped crossings at locations identified within the document titled 'Multimodal Environment Study' and numbered 106205-PEF-XX-XX-T-RP-H-000011, dated February 2025 to be provided in accordance with the Highway Works Scheme.
"Highway Works Scheme"	a scheme in respect of the Highway Works delivered in accordance with paragraph 1 of this Schedule.
"Index Linked"	such increase to sums payable to the County Council by an amount equal to the proportionate increase in the RPI Index between 1 April 2025 and the payment date.
"Interest"	interest at 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis.
"RPI Index"	means the Retail Prices (All Items) Index as published by the Office for National Statistics and relative only to the Travel Plan Statement Monitoring Fee under this Agreement or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;
"Travel Plan"	the travel plan for the Development to be submitted and approved in accordance with paragraph 3 of this Schedule.

"Travel Plan Co-ordinator"	the person appointed by the Owner responsible for securing the implementation of the Travel Plan.
"Travel Plan Monitoring Fee"	the sum of three thousand nine hundred and fifty pounds (£3,950) payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.

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

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

2.3 Once the County Council has approved a Highway Works Scheme (the **"Approved Highway Works Scheme"**) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council.

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

2.5 Not without the consent of the County Council to allow Occupation of any Dwelling until such Highway Works have been completed to the satisfaction of the County Council.

3.1. The Owner hereby covenants with the County Council that upon Occupation of the first Dwelling in the Development the Owner shall pay to the County Council the Travel Plan Monitoring Fee Index LinkedIf the Travel Plan Monitoring Fee has not been paid to the County Council on or before the date of Occupation of the first Dwelling in the Development to pay to the County Council in addition Interest from the date of Occupation of the first Dwelling in the Development until the actual date of payment and any such interest shall be treated as part of the said contribution. It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee towards the monitoring of the Travel Plan for the lifetime of the Development

3.4. To submit the Travel Plan for approval Prior to Occupation of the first Dwelling in the Development. Not to Occupy any Dwelling in the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed. Upon Occupation of the first Dwelling in the Development the Owner shall implement the approved Travel Plan or amendments (as may be

agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan.