

- (1) **STONEGATE HOMES LIMITED**
- (2) **SANDGATE HENFIELD DEVELOPMENTS 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

Sandgate Nursery, West End Lane, Henfield, West Sussex BN5 9RD

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

Legal ref: DSM/12466
Planning ref: DC/23/0189

THIS AGREEMENT is made as a deed and dated 2026

Between:

- (1) **STONEGATE HOMES LIMITED** Co. Regn No. 07440404 whose registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA (**“the Existing Owner”**);
- (2) **SANDGATE HENFIELD DEVELOPMENTS LIMITED** Co. Regn No. 13131546 whose registered office is at 3c High Street, Esher KT10 9RL (**“the New Owner”**);
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (**“the County Council”**);
- (4) **HORSHAM DISTRICT COUNCIL** of Alberty House, Springfield Road, Horsham, West Sussex RH12 2GB (**“the District Council”**)

together **“the Parties”**

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District 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 Existing Owner is the registered proprietor with freehold title absolute of the Application Site registered at HM Land Registry under title number **WSX331423**.
- 1.3 By a transfer dated 7 August 2024 (**“the Transfer”**), the New Owner has acquired the Existing Owner's freehold title of the Application Site and the transfer is in the process of being registered by HM Land Registry under title number WSX331423.
- 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 District Council received the Application on 2nd February 2023 which was validated on 28th April 2023. The District Council is minded to grant the Planning Permission subject to the prior completion of this Agreement in order to secure the necessary planning obligations.
- 1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.
- 1.7 The Owner is willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.
- 1.8 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.

Commented [DS1]: Note: Pending Applications against title. Details requested. Also parcel of application site outside of title red line. Awaiting additional title details.

Commented [MdR2R1]: The pending application relates to the transfer of the site as set out in our amends to the recitals. We attach a copy of the relevant transfer. It has still not been registered by the Land Registry (we are sure the County is aware of the significant ongoing delays at the Land Registry in this respect). It is proposed, therefore, to join in both parties to the S106.

The parcel of land referred to is understood to be existing public highway and is unregistered.

- 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 District Council, the successors to their functions as local planning authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/23/0189 and described as: “Outline application for erection of an extra care retirement community of up to 72 units of accommodation (Use Class C2) and up to 10 supported living units (Use Class C3) with associated community facilities including medical centre and on-site laundry and catering facilities, with access, infrastructure, open space, landscaping and associated works (all matters reserved except for access)”.
“Application Site”	all that land comprising Sandgate Nurseries 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 SNH/P23/01 at Schedule 1 of this Agreement.
“BCIS Index”	the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council and / or the County Council may specify;
“Commencement of Development”	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of

Commented [DS3]: Awaiting title to confirm plan

Commented [MdR4R3]: We would suggest that a new red line plan is prepared that omits the *highway land*.

	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 XXX (£XXXX) 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.
“First Occupation”	the date on which each Housing Unit Dwelling is Occupied for the first time.
“Head of Development and Building Control”	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
“Index”	the BCIS Index or such other index or indices as identified by the District Council / County Council if the BCIS Index ceases;
“Monitoring Fees”	fees totalling £2,000 (two thousand pounds) for monitoring obligations in the Agreement to be paid to the District Council in accordance with clause 8 of this Agreement.
“Occupation”	occupation for any purpose for which the Planning Permission has been granted by the District 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.
“Owner”	the Existing Owner and the New Owner jointly and severally (subject to clause 10.12 of this Agreement).
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application <u>(including any amendments to it that are approved pursuant to section 96A of the Act).</u>
“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 <u>and/or section 73B</u> 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 <u>and/or section 73B</u> 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.

Commented [MdR5]: County to provide. Awaiting instructions as to timing of payment.

Commented [GH6R5]: TBC

Commented [DS7]: To be confirmed

Commented [DS8]: s73B?

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 **INSERT** and **INSERT** (except for paragraph 1 of Schedule **X**) shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

Commented [DS9]: To be completed in final draft

6. COVENANTS

- 6.1 Subject to clause 5.1:
- 6.1.1 The Owner covenants with the District Council and the County Council to comply fully with and to perform the obligations contained herein and in Schedules **INSERT** of this Agreement in accordance with the requirements and timescales set out;
- 6.1.2 The Owner covenants with the District Council and the County Council that the Development and use of the Application Site pursuant to the Planning Permission shall be in strict accordance with this Agreement.

7. NOTICES

- 7.1 The Owner covenants with the District Council as follows:
- 7.1.1 to give the Commencement Notice to the District Council not less than 5 (five) Working Days before the anticipated Commencement Date; and
- 7.1.2 to give the Occupation Notice to the District Council not less than 5 (five) Working Days before the anticipated Occupation Date.
- 7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion (but acting reasonably) to determine the Commencement Date and Occupation Date and shall give notice to the Owner of the District Council's determination.
- 7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the District Council, the relevant party shall address any notice to the Head of Development and Building Control of the District Council.
- 7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after 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 Owner has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fees for monitoring the planning obligations contained herein.
- 8.2 The Owner has undertaken to pay 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. CHARGEES/ MORTGAGEES 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 Owner.

9.2
9-19.3 Any future chargee or mortgagee shall not be liable for any breach of the obligations in this Agreement shall not be enforceable against any future chargee or mortgagee of the whole or any part of the Application Site from time to time (or any person deriving title from such mortgagee or chargee from time to time) unless committed or continuing at a time when it is in possession of all or any part of the Application Site (or the part of it to which such obligation relates) in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner in relation to the Site (or the relevant part of it).

Commented [DS10]: Amended wording not accepted, changes appear unnecessary. Please retain the Council's original wording.

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 (and against) the District Council in accordance with section 106 of the Act.
- 10.4 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.5 It is hereby agreed by the Owner that failure by the District Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the District Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.
- 10.6 The Owner hereby undertakes that:
 - 10.6.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;
 - 10.6.2 the Owner has not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
 - 10.6.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 10.7 The Owner acknowledges that this Agreement will be registered as a local land charge.
- 10.8 The Owner hereby gives consent for the Application Site Plan to be reproduced by the District 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 Owner; or
- 10.11.3 is quashed following a successful legal challenge,
- but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.
- 10.12 The Owner (or any person deriving title to Application Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with their interest in the Application Site or part of the Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement [PROVIDED THAT, for the avoidance of any doubt, the Existing Owner shall be released from all liability pursuant to this Agreement immediately upon registration of the Transfer by HM Land Registry.](#)
- 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.
- 10.15 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 10.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the 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 District Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

- 10.17.4 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 District Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the District Council (acting reasonably) considers it [necessarydesirable](#) to do so.
- 10.18 The provisions of this Agreement shall not bind the following:
- 10.18.1 Purchasers, tenants and occupiers (including their respective mortgagees and chargees) of any individual Dwelling save for the obligations in

paragraphs 2, 4 and 5 of Schedule 2 which shall apply to tenants and/or occupiers of the individual Supported Living Units;

10.18.2 Any statutory undertakers in respect of land held for their operational purposes or other person who acquires an interest in any part of the Site for the purposes of the supply of electricity, gas, water, drainage, telecommunication services and/or public transport services within or from the Site including their successors in title 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;

Commented [MdR11]: To check.

Commented [DS12]: Please retain the Council’s wording for the purpose of this clause

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

~~11.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph INSERT of Schedule INSERT 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.~~

Commented [MdR13]: Not defined.

Commented [DS14R13]: Not required for the purpose of this s106

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

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

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

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

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

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

11.3.6 give full and clear reasons for his decision; and

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

11.4 The provisions of this clause shall not affect the ability of the District Council to apply for and be granted any of the following: declaratory relief, injunction, specific

performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

12. OWNERSHIP

- 12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Application Site other than as set out in this Agreement.
- 12.2 The Owner undertakes to the District Council to give the District Council immediate written notice of any change in the ownership of any of their ~~respective~~ interests in the Application Site, ~~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 **PROVIDED THAT, for the avoidance of any doubt, this clause does not relate to the disposal of (or any other dealing in) an individual Dwelling.**

Commented [DS15]: Not agreed.

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

EXECUTED as a DEED by
STONEGATE HOMES LIMITED
acting by two directors or one director
in the presence of a witness

..... Signature

..... Print name

..... Position held

..... Signature

..... Print name

..... Position held

In the presence of a witness:

..... Signature of witness

..... Print name

..... Position held

EXECUTED as a **DEED** by
SANDGATE HENFIELD DEVELOPMENTS LIMITED
acting by two directors or one director
in the presence of a witness

..... Signature
..... Print name
..... Position held

..... Signature
..... Print name
..... Position held

In the presence of a witness:

..... Signature of witness
..... Print name
..... Position held

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 SNH/P23/01.
- 2. **Managed Land Plan** entitled “XXX” with drawing no. **INSERT** dated **DD/MM/YYYY**.

SCHEDULE 2

Supported Living Units and Extra Care Units

1. DEFINITIONS

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

“Affordable Housing”	affordable housing comprising Affordable Rented Units and/or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework 2024 (or any successor publication)) 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 Rented 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 Development containing the Affordable Rented Units to be submitted to and approved by the District Council in accordance with this Schedule which shall secure the 10 (ten) Supported Living Units as the Affordable Housing on the Application Site.
“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 District Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Owners s and approved by the District Council; OR b) an unregistered provider of affordable housing approved by the District Council, or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing;
“Affordable Rent”	in relation to first lets only, chargeable rent that is subject to the 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 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 District Council, whichever is the lower.
“Affordable Rented Units”	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent (or such other form of intermediate

Commented [MdR16]: Amends made to reflect our understanding of the intended approach per the OR, namely:

10 supported living units (C3) to be transferred to RP
Supported living to be subject to a minimum care package to be agreed with County
No age restriction for supported living units
Extra living units subject to a minimum care package to be prescribed in the S106
Age restriction (at least 55 years old) for extra care units

See paras 6.115-6.119 of the OR.

Commented [MdR17]: Not defined.

Commented [DS18R17]: Definition inserted

	tenure as is agreed in writing by the District Council in an approved Affordable Housing Scheme) and “Affordable Rented Unit” shall be construed as meaning any one of them.
“Co-Resident”	The spouse, civil partner, cohabitee or dependant of a Qualifying Person living with them in an Supported Living Unit and the Extra Care Units;
“Disposal”	a disposal of the Affordable Rented Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125990 (one hundred and twenty five nine hundred and ninety) years and “Dispose” shall be construed accordingly.
“Extra Care Units”	extra care housing as purpose-built or adapted single-household accommodation, often referred to as assisted living or very sheltered housing, where residents have a legal right to occupy the property. It combines independent, self-contained living with on-site, 24/7 personal care and support as defined by the Care Quality Commission <u>and is to be occupied by Qualifying Persons (and their Co-Residents) only;-</u>
“Head of Development and Building Control”	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.
“Head of Housing and Communities”	the District Council’s Head of Housing and Communities or such other officer as may be lawfully designated by the District Council for the purposes of discharging his duties and functions.
“Local Connection”	in relation to an individual, that such individual <u>satisfies at least one of the following requirements:</u> <u>(a)</u> immediately before taking up occupation of an Extra Care <u>Affordable Rented</u> Unit had his only or principal home in the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote for a continuous period of not less than two years; or <u>(b)</u> 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 parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote and he wishes to be near that relative; or <u>(c)</u> is and has been permanently employed in the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote 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 parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding or Woodmancote as outlined above then the District of Horsham shall be substituted for the parishes of Henfield, Steyning, Ashurst, Bramber, Upper Beeding and Woodmancote .
“Local Housing Allowance”	<u>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.</u>

Commented [MdR19]: Council to provide reasons for relying upon this requirement given that it does not appear to feature in the OR. If it must remain, then there should be a further limb to the cascade to cover adjoining boroughs.

“Marketing Period” in relation to the marketing of the ~~Extra Care~~~~Affordable~~ ~~Rented~~ Units the period of 12 (twelve) months following Practical Completion.

Commented [MdR20]: This does not apply to the AH units which are intended to be disposed of to a RP.

“Minimum Care Package” receipt of a minimum of 1.5 hours per week of any of the following personal care activities:

- (a) Use of transport services for trips out of the village, which can be prearranged via the Wellbeing Navigator;
- (b) Visits by registered nurses to provide nursing care and administer drugs and general medical support;
- (c) Wellbeing checks, such as blood pressure;
- (d) Advice on health generally, including diet and encouragement to undertake physical exercise;
- (e) Organised rehabilitation, either physical or mental, following a hospital visit or health event;
- (f) Assistance with bodily functions such as feeding, bathing and toileting;
- (g) Assisting a person to get out of bed, dress and move;
- (h) Assistance with personal hygiene; and/or
- (i) General counselling or support;

(for the avoidance of doubt, The Regulated Activity of Personal Care as regulated by the Care Quality Commission will be carried out by a Registered Care Provider under a separate contract to be arranged direct with the Qualifying Person, not by the Owner)

Access to:

- (j) 24 hour emergency response:
 - i. To provide attendance at residence if required;
 - ii. To provide comfort, reassurance and peace of mind to residents; and
 - iii. To facilitate/greet/liaise with emergency services if called;
- (k) Pre-arranged activities on and off site including weekly art and music classes, weekly games and events, monthly cultural excursions, weekly shopping trips and gardening club;
- (l) A daily group exercise class;
- (m) 3 cooked meals a day from a fully equipped and staffed restaurant, which can be taken in the dining room or in the resident’s own home (individual meals are charged separately);
- (n) A variety of technological and digital care solutions, including pinpoint alarms, fall prevention and detection systems, call systems and thermal control and lighting systems, algorithmic passive monitoring, health and wellbeing monitoring;
- (o) Communal facilities and wellness facilities;
- (p) A full range of support personnel, who undertake housekeeping, property maintenance, personal affairs, arranging and facilitating external visits; and
- (q) Domestic assistance which could include cleaning, laundry and other domestic support.

“~~New Homes Build Warranty~~” ~~a 10-year insurance policy, to be taken out by the Owner at its own expense, from any provider which offers a similar scope of cover to that of NHBC Buildmark or any similar NHBC product which replaces Buildmark from time to time.~~

Commented [DS21]: Matthew: It is my understanding that we do require this definition, it was not a term used in the first draft of the agreement, so I have added it at 2.6 below, please confirm and I will reject the deletion.

“Practical Completion” ~~in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both~~

	vehicles and pedestrians, and the words and “Practically Complete” shall be construed accordingly.
“Qualifying Person(s)”	a person who: (a) has demonstrated a requirement for a Minimum Care Package through a Qualifying Person Assessment and who has contracted to receive the Minimum Care Package; and (b) is aged over 55 years of more.
“Qualifying Person Assessment”	an assessment of a person’s requirements confirming the care and assistance they require would meet the Minimum Care Package, such assessment would be carried out by a suitably qualified person and take place periodically post occupation, to ensure the level of care and assistance being received is suitable to meet the resident’s full needs.
“Supported Living Units”	the 10 (ten) Dwellings to be provided for the exclusive occupation of Qualifying Persons and their Co-Residents as Affordable Rented Units only and to be transferred to an the Affordable Housing Provider;
“Wellbeing Navigator”	a senior staff member at the Development whose primary role is to connect with residents and bring together, as required, their support and networks with the aim of helping residents engage socially and arrange outings and activities, as well as support the introduction to more formal care services.
“Registered Care Provider”	a provider of Regulated Activities (as defined in Schedule 1 of The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (as amended)) registered with and regulated by the Care Quality Commission or such other organisation as is agreed in writing by the District Council.

Commented [MdR22]: Not used in this Schedule.

Commented [DS23R22]: Practical Completion is used in the definition of Marketing Period

The Owners hereby covenants with the District Council as follows:

2. Affordable Housing

- 2.1 Prior to Commencement to submit an Affordable Housing Scheme for written approval of the District Council.
- 2.2 Not to cause or permit Commencement of Development unless and until an Affordable Housing Scheme has been submitted and approved in writing by the District Council.
- 2.3 The Affordable Housing Scheme shall include and provide for (inter alia) the following:

2.3.1 how the Development will deliver the Affordable Housing on the Application Site;

2.3.2 the number, type, tenure and size (number of bedrooms) of the Affordable Rented Units;

2.3.3 the location and layout of the Affordable Rented Units;

2.3.4 details of the proposed programme for construction of the Affordable Rented Units (including all associated car parking and garden spaces); and

2.3.5 the mechanism by which any Disposal ~~will of an Affordable Rented Unit~~ taking place ~~after the first disposal will be marketed,~~ including how preference will be given to ~~eligible Qualifying Persons in need of care (as agreed with the County Council) with a Local Connection.~~
- 2.4 Provide the Affordable Rented Units as Affordable Housing in accordance with the ~~approved~~ Affordable Housing Scheme ~~(including any amendments to it that may be approved in writing from time to time by the District Council)~~, including the timings for delivery set out therein.

Commented [MdR24]: Per para 6.118 of the OR.

Commented [MdR25]: This requirement for a Local Connection does not appear to feature in the OR, hence we have deleted it.

Commented [DS26R25]: Matthew: please confirm.

2.5 Not to Occupy or cause or permit the use or Occupation of the Affordable Rented Units other than as Affordable Housing in perpetuity in accordance with the approved Affordable Housing Scheme (including any amendments to it that may be approved in writing from time to time by the District Council) and only to Qualifying Persons.

2.6 Provide the New Homes Build Warranty for each of the Affordable Rented Units to the Affordable Housing Provider.

2-52.7

3. Extra Care Units

3.1 To procure that the Extra Care Units are managed and maintained by a Registered Care Provider in perpetuity.

3.2 During the Marketing Period for the Extra Care Units to offer the Extra Care Units to Qualifying Persons who can demonstrate a Local Connection in accordance with the approved Affordable Housing Scheme.

3.3 Not to permit any Extra Care Units to be Occupied by anyone who does not meet the definition of a Qualifying Person PROVIDED THAT the Co-Resident living with, a Qualifying Person shall be permitted to Occupy the Extra Care Unit and in the event of the death of a Qualifying Person, the Co-Resident of that person shall be permitted to remain living within the relevant Extra Care Unit for as long as they so wish, irrespective of their age and care requirements.

4. Miscellaneous Provisions

4.1 Prior to Occupation of the Affordable Rented Units:

- 4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Rented 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 Rented Units shall be in place and constructed to an adoptable standard; and
- 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 Rented 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 ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing administrator (each a "Receiver") of an Affordable Housing Provider of the Affordable Housing Land and/ or Affordable Housing Provider of the Affordable Rented Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT
 - 5.1.1.1 any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;
 - 5.1.1.2 such Appointee Administrator or Receiver shall first have notified the District Council and the Head of Housing and Communities that it wishes to exercise its statutory power of sale;

Commented [MdR27]: The reference to Qualifying Persons applies only to the extra care units per para 6.118 of the OR.

Commented [DS28R27]: Matthew: please confirm.

Commented [MdR29]: The affordable housing scheme relates only to the AH units.

Commented [DS30R29]: Agreed.

5.1.1.3 for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Rented Units to another Affordable Housing Provider ~~or the District Council~~ (who shall take subject to the provisions of this Deed) 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.

Commented [DS31]: Not accepted.

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Rented Units free from the obligations contained in this Schedule 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; and
- 5.1.4 any successor in title of any person detailed in Sub-Paragraphs 5.1.2 and 5.1.3 (above) or their mortgagee or chargee.

SCHEDULE 3

Managed Land

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:

“Managed Land”	the Public Access Spaces together with the private communal parts to be provided as part of the Development which shall be managed by the management company in accordance with the Management Plan and this Schedule (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);
“Managed Land Plan”	the plan of the Managed Land to be provided as part of the Development on which designated areas for specific uses are denoted by coloured shading, entitled “XXX” with drawing no. INSERT dated DD/MM/YYYY at Schedule 1 of this Agreement.
“Managed Land Specification”	the specification for the Managed Land to be provided as part of the Development to be laid out and maintained in accordance with this Agreement including but not limited to the following: - plans, details, specifications and a timetable for provision of the Managed Land including each element listed in the Public Access Spaces - boundaries of any areas or parcels of land to be transferred to the management company - details of 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 and drainage - details of any fencing or materials - details and type of any seating - litter bins - signage (type and location).
“Management Plan”	a detailed written scheme for the future management and maintenance of the Managed Land 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 future maintenance; e) include measures to replace any trees shrubs or turf which may die or become diseased; f) specify the standard of maintenance and repair to be achieved or maintained;

Commented [DS32]: Please provide a plan detailing the Managed Land

Commented [MdR33R32]: Plan to follow.

	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 <u>and shall include a requirement that each transfer of the freehold or leasehold sale of an Extra Care Unit includes a covenant by the purchaser to pay an annual charge as determined by the Owner for the maintenance of the Managed Land;</u> h) state details of the proposed management company; i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Managed Land; 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 District Council in writing within 7 days of the date of such change; <u>k) specify details for the provision and maintenance for public liability insurance cover; and</u> <u>l) proposed times when the Managed Land is permitted to be closed,</u> <u>including any amendments that are approved in writing from time to time by the Council;</u>
“Public Access Spaces/PAS”	those areas of the Development comprising the (a) Central Space (b) Boules Green (c) Orchard (d) Footways forming part of the Managed Land and shown on the Managed Land Plan
“PAS Management Scheme”	a scheme to manage maintenance, insurance, access, hire tariffs (if applicable) and an online booking system for the Central Space and Boules Green

Commented [DS34]: We have agreed to remove the definition of Public Access Plan as it is not used in the Agreement, but please ensure that the Public Access Spaces are indicated on the Managed Land Plan

The Owner hereby covenants with the District Council as follows:

2. Managed Land and Public Access Spaces

2.1. Prior to Commencement of Development, to submit:

- (a) the Managed Land Specification;
- (b) the Management Plan; and
- (c) the PAS Management Scheme,

to the District Council for approval and not to Commence the Development until the District Council has approved the Managed Land Specification and, the Management Plan and the PAS Management Scheme in writing, such approval not to be unreasonably delayed or withheld.

2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 75% of the Dwellings until the Owner has at their own expense provided the Managed Land in accordance with the approved Managed Land Specification such that it is ready for use.:

- ~~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 Managed Land and Public Access Spaces have been completed.~~
- 2.3. The Owner shall use its reasonable endeavours to carry out all the **works** within the timescales referred to in in this Paragraph 2 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 and the District 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 Owner has complied with its obligation to make good any defects in the works.
- 2.4. The Owner shall at its expense maintain the Managed Land -in accordance with the approved Management Plan ~~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 lifetime of the Development.
- 2.5. The Public Access Space shall be made available for the use of the general public in accordance with the approved Management Plan and shall only be used for the purposes of Public Access Spaces as defined in this Schedule and that no development requiring planning permission shall be carried out thereon unless it is for the maintenance of the Public Access Space or is required to be carried out by a statutory undertaker or is otherwise required to secure compliance with the obligations in this Agreement.;
- ~~That the Managed Land and the Public Access Spaces shall be maintained at all times to the reasonable satisfaction of the District 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 2 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.~~
- 2.6. The Owner shall not Occupy ~~or permit the Occupation of~~ any Dwelling otherwise than in accordance with the approved Management Plan until they have:
- ~~made provision to include in the transfer of the freehold or leasehold sale of each Extra Care Unit a covenant by the purchaser to pay an annual charge as determined by the Owner for the maintenance of Managed Land and Public Access Spaces in accordance with this Agreement.~~
- 2.7 The Owner shall not sell or otherwise deal with any individual Extra Care Unit without imposing a covenant on the purchaser of such Extra Care Unit to pay an annual charge as determined by the Owner towards the costs incurred in maintaining and insuring the Managed Land (or the relevant parts of it) in accordance with the approved Management Plan.

Commented [MdR35]: Not agreed. This has the potential to delay occupations, The Council can rely upon the reminder of this para for enforcement purposes.

Commented [DS36R35]: Matthew: please provide instructions here. Will the Council insist on this?

Commented [MdR37]: What works are being referred to here? This is a little vague.

Commented [DS38R37]: Matthew: please can you confirm the 'works' which we would be referring to here and I can amend the wording. I understand it to mean the delivery of the Managed Land?

Commented [DS39]: Matthew: I think this is covered under the Management Plan, or would we like to retain this wording here, specifically?

Commented [MdR40]: Seems to repeat para 2.4?

Commented [DS41R40]: Matthew: they are looking to remove this wording from para 2.4

Commented [DS42]: Deletion rejected

Commented [MdR43]: Easier to deal with this as part of the MP to be approved by the Council.

Commented [DS44R43]: Matthew: pleas confirm whether you would be happy with this approach?

SCHEDULE 4
Mini-Bus Service

“Mini-Bus Service”	a mini-bus service to be provided to Occupiers of the Development the details of which are to be set out in the Mini-Bus Service Plan.
“Mini-Bus Service Plan”	a plan detailing the Mini-Bus Service including but not limited to: a) Frequency, hours and days of service b) Fare tariff c) Route d) Vehicle type and suitability for people with reduced mobility e) Period of delivery to be agreed with the Owner and approved by the District Council or in accordance with this Schedule.

Commented [MdR45]: Not sure what this means?

Commented [DS46R45]: Matthew: I believe that we were referring to the period for which the service would be delivered?

The Owner covenants with the District Council as follows:

1. Mini-Bus Service
- 1.1. Prior to Commencement to submit the Mini-Bus Service Plan for approval by District Council and not to Occupy the Development until the District Council have approved the Mini-Bus Service Plan in writing.

1.2.

FromPrior to First Occupation to deliver the Mini-Bus Service in accordance with the Mini-Bus Service Plan for the lifetime of the Development unless otherwise agreed in writing by the District Council having regard to (amongst other things) the demand for the Mini-Bus Service from time to time during the lifetime of the Development.

Commented [DS47]: Matthew: please confirm whether the changes are agreed

	SCHEDULE 5
	Highway Works and Travel Plan
“Accessibility and Landscape Mitigation and Enhancement Fund”	means the sum of six thousand pounds (£6,000) payable to the County Council for accessibility improvements and vegetation management to the Public Right of Way network that forms a section of Henfield Heritage Trail ‘A River History and the Rise of Henfield’ to southwest of Henfield and toward the River Adur as indicated on the attached plan at Schedule 1 of this Agreement;
“Highway Works Contributions”	financial contributions in the sum of £30,000 (thirty thousand pounds) Indexed for the Highway Works comprising: a) £15,000 (fifteen thousand pounds) towards bus stop infrastructure upgrades; and b) £15,000 (fifteen thousand pounds) towards improvements to support pedestrians travelling towards the centre of Henfield and towards delivering dropped kerbs/tactiles and supporting infrastructure to be paid to the County Council in accordance with paragraph 1 of Schedule 5 of this Agreement.
“Index Linked”	means: (a) in relation to the Travel Plan Monitoring Fee the Retail Prices (All Items) Index as published by the Office for National Statistics and relative only to the Travel Plan 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; and (a)(b) in relation to all other contributions paid under this Agreement 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 County Council or the District Council may specify; adjusted in line with movements in the Index between the date of this Agreement and the date that the particular payment falls due;
“Interest”	interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis;
“Travel Plan”	means the travel plan prepared by Magna Transport Planning Ltd and titled FRAMEWORK TRAVEL PLAN attached at Annex [] and subject to any amendments agreed in writing by the County Council from time to time;
“Travel Plan Co-ordinator”	means the person appointed by the Owner who is responsible for securing implementation of the Travel Plan;
“Travel Plan Monitoring Fee”	means the sum of <u>one thousand seven hundred and sixty five pounds (£1,765)</u> payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.

Commented [DS48]: Awaiting instructions/amendments from WSCC for this Sch 5

Commented [MdR49R48]: Noted, thanks. We have made some observations pending confirmation of any comments from the County.

Commented [DS50]: Drafting Note: Append entire document

Commented [MdR51]: Not used.

Commented [MdR52]: Not defined.

Commented [GH53]: Reinstated

1. Highway Works Contributions

- 1.1 The Owner hereby covenants with the County Council to pay the Highway Works Contribution Index Linked prior to the Commencement of Development.
- 1.2 The Owner shall not Commence or cause the Development to be Commenced until the Highway Works Contribution has been paid to the County Council.
- 1.3 If the Highway Works Contribution has not been paid to the County Council on or before the date of Commencement of Development to pay to the County Council in addition Interest from the date of Commencement of Development until the actual date of payment and any such interest shall be treated as part of the said contribution.

2. Travel Plan

- 2.1. The Owner hereby covenants with the County Council that upon Occupation of the first Dwelling, to pay to the County Council the Travel Plan Monitoring Fee Index Linked.
- 2.2. If the Travel Plan Monitoring Fee has not been paid to the County Council on or before the date of Occupation of the first Dwelling to pay to the County Council in addition Interest from the date of Occupation of the first Dwelling until the actual date of payment and any such interest shall be treated as part of the Travel Plan Monitoring Fee.
- 2.3. 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.
- 2.4. To submit the Travel Plan for approval Prior to Occupation of the first Dwelling.
- 2.5. Not to Occupy the first Dwelling 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.
- 2.6. Upon First Occupation 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.

3. Accessibility and Landscape

- 3.1. The Owner hereby covenants with the County Council that upon First Occupation the Owner shall pay to the County Council the Accessibility and Landscape Mitigation and Enhancement Fund.

Commented [MdR54]: Need covenants from the County as to how contributions are spent.

Commented [GH55R54]: TBC. Still awaiting instructions.