

(1) **WEST SUSSEX COUNTY COUNCIL**

(2) **LOVELL PARTNERSHIPS LIMITED**

(3) **HORSHAM DISTRICT COUNCIL**

(4) **WEST SUSSEX COUNTY COUNCIL**

AGREEMENT

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

**Land at the former Novartis Site (Phases 1 & 2)
known to HMLR as Land on the south west side of Parsonage Road and on the
south east side of Wimblehurst Road, Horsham**

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

Legal ref: CB/12429
Planning ref: DC/25/0629

THIS AGREEMENT is made as a deed and dated 20th July 2026

Between:

- (1) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street, Chichester, West Sussex PO19 1RQ ("the Owner")
- (2) **LOVELL PARTNERSHIPS LIMITED** (Company Regn No. 02387333) whose registered office is at Kent House 14 – 17 Market Place, London W1W 8AJ ("the Developer")
- (3) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex, RH12 2GB ("the District Council")
- (4) **WEST SUSSEX COUNTY COUNCIL** OF County Hall, West Street, Chichester, West Sussex, PO19 1R ("the County 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 District Council shall also be responsible for enforcing this Agreement for the provision of facilities falling within the County Council's administrative area until such time that the Owner's land is transferred to the Developer or such other purchaser as may be determined at the time, after which time the County Council will become the enforcing authority for the covenants given by the Owner to the County Council in this Agreement.
- 1.3 The Owner is the registered proprietor with title absolute of the Application Site registered at HM Land Registry under title number SX6468 and described as "Land on the south west side of Parsonage Road and on the south east side of Wimblehurst Road, Horsham".
- 1.4 Muse Places Limited (formerly known as Muse Developments Ltd) has the benefit of a unilateral notice in respect of a contract for sale or lease with the Owner in relation to the Application Site contained in an agreement dated 16 March 2022 .
- 1.5 The Developer has entered into a sub-development agreement dated 30 June 2026 with Muse Places Limited to carry out the Development.
- 1.6 The Developer submitted the Application to the District Council which was received on 16 April 2025 and validated on 30 April 2025.
- 1.7 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.
- 1.8 The Parties are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.
- 1.9 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 District Council, the successors to their functions as local planning authority.
- 2.12 References to Owner shall mean West Sussex County Council acting as the landowner of the Application Site and reference to the County Council shall mean West Sussex County Council acting in its capacity as highway authority.
- 2.13 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/25/0629 and described as: “Residential development comprising up to 204 dwellings and a commercial unit/ residential unit, including the part demolition and conversion of 'Building 3' and demolition of 'Building 36'. Vehicular access taken from Wimblehurst Road. Car and cycle parking, landscaping and open space and associated works. The replacement of the existing cedar trees at the site”.
“Application Site”	all that land comprising Land on the south west side of Parsonage Road and on the south east side of Wimblehurst Road, Horsham, 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 “Site Location Plan – Lovell Site” with Drawing number HOR-ACG-XX-XX-DR-A-1000 Rev. P3 dated 10.03.25 at Schedule 1 of this Agreement.

“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 District Council or County Council, as the case may be, 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 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 fee of £2,430 (two thousand four hundred and thirty pounds) 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.
“District Council Monitoring Fee”	the fee of £800.00 (eight hundred pounds) for monitoring obligations in the Agreement payable to the District Council on or before completion of this Agreement.
“Dwelling”	a residential dwelling constructed on the Application Site pursuant to the Planning Permission and forming part of the Development.
“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 Linked”	such increase to sums payable to the County Council by an amount equal to the proportionate increase in the BCIS Index between the 22 December 2025 (the date of consultation) and the Specified Date.
“Interest Rate”	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.
“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.
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application.

“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 Trigger”	any trigger contained within this Agreement that attracts the County Council Monitoring Contribution 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.
“Specified Date”	means the date on which an obligation arising under this Agreement is to be carried out or due to be performed and for the avoidance of doubt in relation to the relevant contributions due to the County Council means the date on which the relevant contribution is paid;
“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 is conditional and shall only come into effect upon the date of grant of the Planning Permission and the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

- 6.1 Subject to clause 5.1:
- 6.1.1 The Owner covenants with the District Council to comply fully with and to perform the obligations contained herein and in Schedules 2, 4 and 5 of this Agreement in accordance with the requirements and timescales set out;
 - 6.1.2 The Owner covenants with the County Council to comply fully with and to perform the obligations contained herein and in Schedule 5 of this Agreement in accordance with the requirements and timescales set out;
 - 6.1.3 The Owner covenants with the District Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;
 - 6.1.4 The District Council and the County Council covenant with the Owner to comply fully with and perform the obligations contained in Schedule 6 of this Agreement in accordance with the requirements and timescales set out.

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 10 (ten) Working Days before the anticipated Commencement Date; and
 - 7.1.2 to give the Occupation Notice to the District Council not less than 10 (ten) Working Days before the anticipated Occupation Date.
- 7.2 The Parties to this Agreement agree that if the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its

absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owner of the 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 "Signed for" post and, in the case of the District Council, the relevant party shall address any notice to the Head of Legal and Democratic Services 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

- 8.1 The Developer has undertaken to pay on or before the date hereof the District Council's reasonable and proper legal costs incurred in preparing and entering into this Agreement and the District Council Monitoring Fee.
- 8.2 The Developer undertakes to pay on or before the date hereof the County Council's reasonable and proper legal costs incurred in preparing and entering into this Agreement and the County Council Monitoring Fee.

9. CHARGEES / MORTGAGEES CONSENT/ LIABILITY

- 9.1 Any future mortgagee or chargee 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.

10. GENERAL

The Parties undertake that:

- 10.1 this Agreement constitutes a deed.
- 10.2 this Agreement is enforceable by the District Council in accordance with section 106 of the Act.
- 10.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.4 It is hereby agreed by the 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 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.
- 10.5 The Owner hereby undertakes that:
- 10.5.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

- 10.5.2 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
- 10.5.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 10.6 The Owner acknowledges that this Agreement will be registered as a local land charge.
- 10.7 The Owner hereby gives consent for the Plans comprising Schedule 1 to be reproduced by the District Council.
- 10.8 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 10.9 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 10.10 The obligations in this Agreement (with the exception of clause 8 (Costs)) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission:
- 10.10.1 expires; or
- 10.10.2 is varied or revoked other than at the request of the Owner and/ or the Developer; or
- 10.10.3 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.
- 10.11 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 its interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 10.12 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.
- 10.13 References to the Application Site include any part of it.
- 10.14 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.
- 10.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.
- 10.16 Subject to the provision of this clause if any Section 73 Consent is granted after the date of this Agreement:
- 10.16.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
- 10.16.2 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.
- 10.16.3 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:

- 10.16.4 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
- 10.16.5 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 desirable to do so.
- 10.17 Except for the planning obligations contained in this Agreement specifically regulating the use of land or buildings after construction pursuant to the provisions of this Agreement or the Planning Permission, no obligations contained in this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual Dwellings (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.
- 10.18 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid.
- 10.19 Where any agreement, certificate, consent, permission, expression of satisfaction or other approval is to be given by any party or any person on behalf of any party under this Agreement it shall be done in writing and shall not be unreasonably withheld or delayed, unless stated otherwise. The party giving such agreement, certificate, consent, permission, expression of satisfaction or other approval shall act reasonably

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 in respect of any matter contained in this Agreement then the provisions of this clause 11 shall apply.
- 11.2 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.
- 11.3 Any expert appointed pursuant to clause 11.2 shall:
- 11.3.1 on his appointment serve written notice thereof on the parties in dispute;
 - 11.3.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;
 - 11.3.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;
 - 11.3.4 have an unfettered discretion to determine the reference to him;
 - 11.3.5 serve notice of his determination as soon as he has made it;
 - 11.3.6 give full and clear reasons for his decision; and
 - 11.3.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be

entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

- 11.4 The provisions of this clause shall not affect the ability of the 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 and the Developer 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 its interest in the Application Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site purchased by reference to a plan.

IN WITNESS whereof this Agreement has been duly executed by the Parties hereto as a deed on the day and year first hereinbefore mentioned

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



[Redacted signature block]

Authorised Officer

SIGNED as a deed by [Redacted] and [Redacted]
[Redacted] as attorneys for
LOVELL PARTNERSHIPS LIMITED in the presence

[Redacted signature block]

as attorney for Lovell Partnerships Limited

[Redacted signature block]

Signature

Name

Address

WILL MCKAY
SUITE B
BROADMEDE HOUSE
FARHAM GU9 8QT

[Redacted signature block]

ed

W [Redacted signature block]

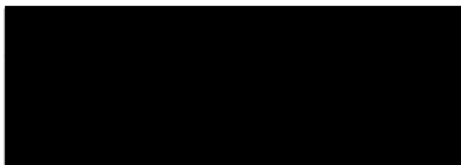
Signature

Name

Address

JAMES LAMMICK
SUITE B
BROADMEDE HOUSE
FARHAM GU9 8QT

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



Authorised Officer



18254^{x4}

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



Authorised Officer



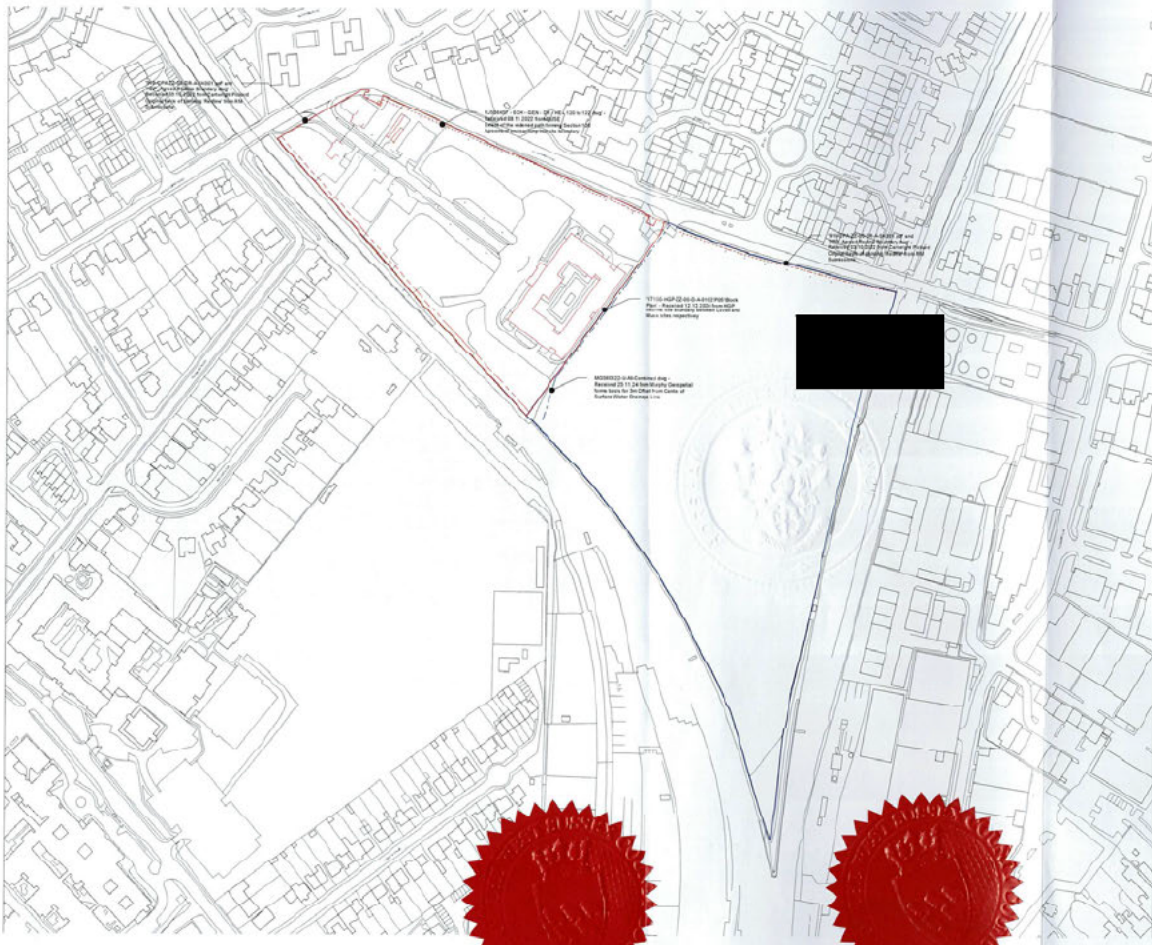
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SCHEDULE 1

Plans

- 1. Application Site Plan**
- 2. Unit Mix Plan**
- 3. Ground Floor Plan**
- 4. Permissive Cycle Route Plan**

APPLICATION SITE PLAN



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Ayre Chameleau Gault

A3

SCALE
1:1000
0 10 20 30m

NOTES:
All dimensions to be checked in situ.
Architectural features: Structural, BSC, Damage, Public
Health, Contaminated and Civil Engineering and other features
Ayre Chameleau Gault has carried out a visual inspection of the
The drawing has been prepared from the best available information
The drawing is not to be used for any purpose other than that
The drawing is not to be used for any purpose other than that
The drawing is not to be used for any purpose other than that

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Ayre Chameleau Gault
Building Services
Planning
Tel: 01223 310000
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**AYRE
CHAMELEAU
GAULT**

PROJECT
Former Northgate
Parascope House
DRAWING TITLE
Site Location Plan

REV.	DATE	DESCRIPTION
P1	15.10.24	Site Boundary Update
P2	28.02.25	Draft Planning Issue For Comment
P3	10.03.25	Issue For Planning

DRAWN BY: RB
CHKD BY: RB
APPD BY: MA

DRAWING NO.
HOR-AGG-XX-XX-OR-A-1000

STAGE	DATE	SUITABILITY
3	S3	Suitable for Review & Comment

2026
1/50/2026

UNIT MIX PLAN

GROUND FLOOR PLAN

PERMISSIVE CYCLE ROUTE PLAN

SCHEDULE 2

Affordable Housing

1. DEFINITIONS

It is hereby agreed between the Parties that the following expressions set out in this Agreement 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 at the locations denoted on the Unit Mix Plan 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 in accordance with the Affordable Housing Tenure Mix; 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; c) such other matters as the District 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 District Council’s approved list (as may be amended from time to time) OR another registered provider of social housing as may be 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 Housing Tenure Mix”	a tenure mix of c. 70% (seventy percent) Rented Units and c. 30% (thirty percent) Shared Ownership Units, or such other mix of Affordable Housing Units as shall be approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).

“Affordable Housing Units”	a minimum 35% (thirty five percent) of the total 204 Dwellings to be provided as part of the Development of which the Affordable 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”	chargeable rent that is subject to the Homes England’s Rent Standard (April 2026) as expanded on by any current government guidance and any such document and/or associated guidance 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 or the applicable Local Housing Allowance rate for the District Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
“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.
“Deed of Nomination Rights”	the District Council’s nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the District Council and the Affordable Housing Provider to provide the District 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 whether by transfer of the freehold or the grant of a long lease for a term of at least 990 years 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 Affordable Housing Units is made with access from the highway surfaced to adoptable standard and all utility connections, including electricity, gas, mains water, sewerage and high-speed broadband are installed and fully functional.
“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.
“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 District Council’s published scheme of allocations presently contained in its “Housing Register and Nominations Policy (April 2023)” or any amendment, update, variation, or subsequent replacement thereof.
“Housing Need”	a) in relation to the 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, this term to be used interchangeably with “Dwelling” .
“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.
“New Homes Build Warranty”	A 10-year insurance policy, to be taken out by the Owners at their 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.
“Open Market Units”	all those Dwellings to be constructed on the Application Site which are not Affordable Housing Units.
“Rented Units”	Dwellings 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 Homes England's model form of lease issued from time to time.
“Shared Ownership Unit”	the Affordable Housing Units to 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 District 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”	Dwellings 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 Owner hereby covenants with the District Council as follows:

2. GENERAL PROVISIONS

- 2.1 Prior to Commencement of Development to submit to the District Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the District 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 District Council from time to time.

- 2.3 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 Owner further covenants that:
 - 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 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 Agreement) 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% (twenty five percent) 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% (seventy five percent) 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 and/ or lease of any/ all of the Affordable Housing Units to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the District 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 District Council) in the form set out in Schedule 3 with the District 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 District Council confirming that no agreement has been entered into; and
 - 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 District Council AND/ OR to agree an alternative tenure mix by amendment of the Affordable Housing Scheme.
- 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 District Council or directed by Homes England any proceeds derived from the sale of a Shared Ownership Unit or 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 the provision of new dwellings for Affordable Rent or Social Rent.

4. MISCELLANEOUS PROVISIONS

- 4.1 Prior to Occupation of the Affordable Housing Units the Owner shall ensure that:
- 4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place (in the case of highways to a minimum of base course) 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 a minimum of base course;
 - 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 a 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 (each a **Receiver**)) of the whole or any part of the Affordable Housing Unit(s) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - 5.1.1.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Unit(s) 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 Housing Unit(s) to another

Affordable Housing Provider 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 Housing Unit(s) 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 4.1.2, 4.1.3 and 4.1.4 (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 2BG ("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 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/_data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.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) a specimen of which is found at Schedule 3 of this Deed;
"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 10 (ten) 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 s33 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 11.1.1 – 11.1.2 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 3 – Specimen Deed of Nomination Rights (ctd)

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 – Specimen Deed of Nomination Rights (ctd)

Schedule 3
Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE 3 – Specimen Deed of Nomination Rights (ctd)

Schedule 4

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

SCHEDULE 4

Commercial Unit

1. DEFINITIONS

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

“Commercial Unit”	a unit to be constructed on the Application Site as part of the Development at the location indicated in beige on the Unit Mix Plan.
“Ground Floor Plan”	a plan showing the Ground Floor layout of the part of the Application Site containing the Commercial Unit shown as a Housing Unit entitled, “Heritage building C14 and Apartment Blocks C11 C12 C13 C15 – Ground Floor Plan” with drawing number HOR-ACG-ZZ-00-DR-A-2001 Revision P4 made 10.03.25 and appended to this Agreement at Schedule 1.
“Marketing Strategy”	a strategy for marketing the Commercial Unit to be submitted by the Owner to the District Council in accordance with this Schedule.
“Order”	the Town and Country Planning (Use Classes) Order 1987 (as amended)
“Shell and Core”	constructed to the stage at which: any structural frame, the exterior walls, roof, windows and doors are in place, such that the building is wind and watertight; all utilities (including internet) are connected and operational, the lobby and any staircase(s)/ lifts (if any) are present.
“Unit Mix Plan”	a plan showing the type of Housing Units to be provided colour coded by bedroom number entitled, “Site Plan – Ground Floor - Unit Mix – Lovell Site” with drawing number HOR-ACG-XX-00-DR-A-1070 Revision P5 made 14.11.25 and appended to this Agreement at Schedule 1.

The Owner hereby covenants with the District Council as follows:

2. MARKETING AND CONSTRUCTION

- 2.1 Prior to Occupation of the 25th (twenty fifth) Dwelling, to submit the Marketing Strategy to the District Council for approval and not to Occupy or permit Occupation of more than 25 (twenty-five) Dwellings until the District Council has approved the Marketing Strategy in writing.
- 2.2 Commencing on the date on which the Owner receives approval in writing of the Marketing Strategy from the District Council in accordance with paragraph 2.1 of this Schedule, to use reasonable and commercially sensitive endeavours to market the Commercial Unit in accordance with the approved Marketing Strategy for a period of 6 (six) months.
- 2.3 Prior to Occupation of the 25th (twenty fifth) Dwelling situated in the building within which the Commercial Unit is located to construct the Commercial Unit to Shell and Core Stage. to use reasonable and commercially sensible endeavours to enter into a binding contract for the disposal of the Commercial Unit by way of freehold transfer or lease.
- 2.4 Not to Occupy or permit Occupation of more than 25 (twenty-five) Dwellings situated in the building within which the Commercial Unit is located until paragraphs 2.1 – 2.3 of this Schedule have been complied with.
- 2.5 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Commercial Unit referred to in Paragraph 2.3 of this Schedule to the District Council within 5 (five) Working Days of completion of the transfer or grant.

- 2.6 In the event that no agreement for the transfer or grant of a lease of the Commercial Unit (as required by paragraph 2.3) has been reached at the expiration period of 6 (six) months from the date the Commercial Unit is first marketed pursuant to paragraph 2.1 above, to serve notice on the District Council confirming that no agreement has been entered into and include reasonable evidence demonstrating the steps taken and explaining why such an agreement could not be entered into.
- 2.7 Within 40 Working Days of the date of service of the notice referred to in paragraph 2.6 of this Schedule, the District Council shall confirm whether the evidence submitted is sufficient and if sufficient the provisions of paragraphs 2.1 – 2.3 of this Schedule shall no longer apply and the Commercial Unit may be provided as a residential unit in accordance with the Ground Floor Plan.

SCHEDULE 5

Highway Works and Permissive Cycle Route

The Owner covenants with the District Council and the County Council as follows:

1. DEFINITIONS

- 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:

“Agreed End Date”	the earliest of 1 December 2031 or the date of Occupation of the final Dwelling on the Development.
“All Requisite Consents”	all requisite consents orders agreements authorisations licences and permissions required to implement a scheme.
“B2237 North Parade Traffic Signals Improvement Contribution”	the sum of £11,960 (eleven thousand nine hundred and sixty pounds) Index Linked to be paid to the County Council for improvements to B2237 North Parade traffic signals to mitigate the impact of the Development in the vicinity of the Application Site.
“Pedestrian Crossing Improvements Contribution”	the sum of £12,000 (twelve thousand pounds) Index Linked to be paid to the County Council to be used towards pedestrian crossing points at the Parsonage Road and Wimbleshurst Road arms of the Parsonage Road/Wimbleshurst Road/North Heath Lane mini roundabout, Wimbleshurst Road/Richmond Road junction, Richmond Road/Gordon Road junction and Richmond Road/Hurst Road junction.
“Permissive Cycle Route”	the proposed cycle route from Wimbleshurst Road through the Application Site to the site boundary with phase 3 shown indicatively by a dark blue line on the Permissive Cycle Route Plan.
“Permissive Cycle Route Plan”	the plan of the Permissive Cycle Route entitled “Site Plan – Overall – Lovell Site” with drawing number HOR-ACG-XX-XX-DR-A-1060 Rev. P7 dated 17 February 2026 at Schedule 1 of this Agreement.
“Travel Plan”	a travel plan to be submitted to the District Council which includes initiatives to promote sustainable modes of transport to and from the Application Site.
“Travel Plan Co-Ordinator”	the person appointed by the Development responsible for securing the implementation of the Travel Plan.
“Travel Plan Monitoring Fee”	the fee of £4,110 (four thousand one hundred and ten pounds) Index Linked for monitoring the travel plan obligations in the Agreement to be paid to the County Council in accordance with paragraph 2.1 of this Schedule 5 of this Agreement.
“Traffic Monitoring Scheme”	a scheme to monitor and review movements and volumes of vehicular road traffic (including cyclists) and pedestrians at the junction of Wimbleshurst Road and Parsonage Road to inform the District Council whether highway works will be required using CIL to be submitted to and approved by the District Council in accordance with this Schedule.

2. TRAVEL PLAN AND TRAVEL PLAN MONITORING FEE

- 2.1. The Owner hereby covenants with the County Council that upon First Occupation the Owner shall pay to the County Council the Travel Plan Monitoring Fee.
- 2.2. 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 for the purpose set out in this Agreement.
- 2.3. To submit the Travel Plan to the County Council for approval prior to Occupation of Development
- 2.4. Not to Occupy 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
- 2.5. 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. TRAFFIC MONITORING SCHEME

- 3.1. Prior to Commencement of Development, the Owner shall submit details of the Traffic Monitoring Scheme to the District Council for approval, which shall include:
 - 3.1.1. details, dates and times of day when monitoring will take place;
 - 3.1.2. the frequency and dates on which the results will be reported to the District Council;
 - 3.1.3. the start and end dates for the scheme, which, for the avoidance of doubt shall cease no later than December 2031, or such alternative date as shall be agreed in writing by the District Council; and
 - 3.1.4. any other details as the District Council shall reasonably require
 and shall not Commence Development until the aforesaid details have been approved in writing by the District Council.
- 3.2. Upon first Occupation, the Owner shall implement the approved Traffic Monitoring Scheme and amendments (as may be agreed with the District Council in writing) which shall remain operative until the Agreed End Date.

4. B2237 NORTH PARADE TRAFFIC SIGNALS IMPROVEMENT CONTRIBUTION

- 4.1. To pay to the County Council the B2237 North Parade Traffic Signals Improvement Contribution on or before the Occupation of the First Dwelling in the Development.
- 4.2. Not to cause or allow Occupation of the second Dwelling in the Development to occur before the B2237 North Parade Traffic Signals Improvement Contribution shall have been paid to the County Council in accordance with paragraph 4.1 of this Schedule.
- 4.3. If the B2237 North Parade Traffic Signals Improvement Contribution is not paid to the County Council on or before the Specified Date in accordance with paragraph 4.1 of this Schedule, to pay to the County Council in addition interest at the Interest Rate from the Specified Date until the actual date of payment and any interest shall be treated as part of the B2237 North Parade Traffic Signals Improvement Contribution.

5. PEDESTRIAN CROSSING IMPROVEMENT WORKS CONTRIBUTION

- 5.1. To pay to the County Council the Pedestrian Crossing Improvement Works Contribution (Index Linked) on or before the Occupation of the First Dwelling in the Development
- 5.2. Not to cause or allow Occupation of the second Dwelling in the Development to occur before the Pedestrian Crossing Improvement Works Contribution shall have been paid to the County Council in accordance with paragraph 5.1 of this Schedule.
- 5.3. If the Pedestrian Crossing Improvement Works Contribution is not paid to the County Council on or before the Specified Date in accordance with paragraph 5.1 of this

Schedule, to pay to the County Council in addition interest at the Interest Rate from the Specified Date until the actual date of payment and any interest shall be treated as part of the Pedestrian Crossing Improvement Works Contribution.

6. PERMISSIVE CYCLE ROUTE

- 6.1. To obtain All Requisite Consents necessary to implement the Permissive Cycle Route.
- 6.2. To provide and retain the Permissive Cycle Route for the use of all cyclists, not just residents of the Development without hindrance or payment prior to the Occupation of the final Dwelling in the Development.
- 6.3. Not to cause or allow the Occupation of the final Dwelling in the Development to occur unless the Permissive Cycle Route shall be open and available for use by all cyclists, not just residents of the Development, without hindrance or payment.

SCHEDULE 6

District Council's & County Council's Covenants

1. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner as follows:

- 1.1. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
- 1.2. To operate, abide by and comply with the arrangements, terms, conditions and obligations for the purposes set out in Schedule 2 hereto.

2. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:

- 2.1. The County Council covenants that upon receipt of the B2237 North Parade Traffic Signals Contribution and the Pedestrian Crossings Improvement Contribution as paid to the County Council it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same as specified in this Agreement.
- 2.2. The County Council covenants upon written request on or after ten years of the date of receipt of the B2237 North Parade Traffic Signals Contribution and the Pedestrian Crossing Improvements Contribution to issue to the party that paid the said contribution an account certified by the Director Finance and Support Services for the time being of the County Council detailing the scheme on which the said contributions have been expended by the County Council. For the avoidance of doubt said scheme shall be in accordance with the purpose for which said contributions were paid as referred to in Schedule 5 of this Agreement the need for which arises directly from the Development.
- 2.3. If or to the extent the B2237 North Parade Traffic Signals Contribution and the Pedestrian Crossing Improvements Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 2.2 above the County Council shall on receipt of a written request being made refund to the party that paid the said contributions any unexpended sum together with interest on such unexpended sum from the date of receipt of the said contribution by the County Council to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations 2010.
- 2.4. If at the end of the period referred to in paragraph 2.2 above the County Council shall have entered into a contract or other legally binding obligation to expend the said contributions or part thereof for the purposes specified in this Agreement then the County Council shall not be required to refund any part of the said contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the said contributions in the manner set out in paragraph 2.1 above and refund any unexpended part of the said contributions in the manner set out in paragraph 2.1 above.