(1) ROGER HEBER CLOW

(2) CHRISTOPHER IVOR CLOW

(3) GRAHAM RAYMOND CLOW

(4) WATES DEVELOPMENTS LIMITED

(5) WEST SUSSEX COUNTY COUNCIL

(6) HORSHAM DISTRICT COUNCIL

AGREEMENT

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

Land to the West of Shoreham Road Small Dole West Sussex

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

Legal ref: SW/12577
Planning ref: DC/25/1019

THIS AGREEMENT is made as a deed and dated 2026

Between:

(1) **ROGER HEBER CLOW** of Wannock, Church Lane, Henfield BN5 9NY **("the First Owner")**;

(2) **CHRISTOPHER IVOR CLOW** of 101 Junction Road, Burgess Hill, West Sussex, RH15 0JL **("the Second Owner");**

(3) **GRAHAM RAYMOND CLOW** of 794333 Third Line EHS, Mono, Ontario, Canada L9W 5X8 **("the Third Owner");**

together being **'the Owners'**

(4) **WATES DEVELOPMENTS LIMITED** (Company Regn No 00441484) whose registered office is at Wates House, Station Approach, Leatherhead, Surrey KT22 7SW **("the Developer")**;

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

(6) **HORSHAM DISTRICT COUNCIL** of Albery 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 Owners are the registered proprietors with Freehold Title Absolute of the Application Site registered at HM Land Registry under title number WSX360376 described on HM Land Registry as, "Land on the south side of New Hall Lane".

1.3 The County Council is the registered proprietor of a small part of the Application Site but as it is adopted highway the County Council does not enter into this Agreement in its capacity as a landowner.

1.4 The Developer has the benefit of a Unilateral Notice on title number WSX360376 recorded in paragraphs 3, 4, 8, 9, 11 and 12 of the Charges Register relating to an agreement in respect of the Application Site dated 29 July 2014 and varied by Deeds dated 17 April 2015 and 20 February 2019.

1.5 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.

1.6 The District Council received the Application on 19 June 2025 which was validated on 31 July 2025. On 20 January 2026 Members of the District Council's Planning Committee granted the Planning Permission subject to completion of this Agreement.

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

1.8 The Agreement is entered into to ensure that the BNG Land provides a Biodiversity Net Gain to satisfy the requirements of Schedule 7A of the 1990 Act.

1.9 The Owners and the Developer are willing to enter into this Agreement and the Owners shall be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

1.10 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations

2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

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

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/25/1019 and described as: "Outline planning application for up to 45 dwellings (including affordable homes) with all matters reserved apart from access".
"Application Site"	all that land comprising land to the West of Shoreham Road, Small Dole, Henfield, West Sussex shown for identification purposes edged red on the Application Site Plan to which the Application relates and which incorporates the BNG Land.
"Application Site Plan"	the plan of the Application Site entitled "Application Boundary Plan" with drawing number SD-jas-RLP-02 dated April 2026 at Schedule 1 of this Agreement.
CIL Regulations	the Community Infrastructure Levy Regulations 2010 (as amended).

"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 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, site survey works, 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, signage and including the formation of temporary construction accesses and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	the date on which 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's Contributions"	the Travel Plan Statement Monitoring Contribution.
"County Monitoring Fee"	the sum of **£1,710 (one thousand seven hundred and ten pounds)** for the County Council's cost of monitoring the obligations to be paid to the County Council in accordance with Clause 8.2 of this Agreement.
"Development"	the development of the Application Site pursuant to the Planning Permission.
District Council's Contributions	the Allotment Maintenance Contribution and BNG Monitoring Contribution.
"District Monitoring Fees"	fees totalling **£800 (eight hundred pounds)** for monitoring obligations in the Agreement (not including the BNG Monitoring Fee) to be paid to the District Council in accordance with clause 8 of this Agreement.
"Dwelling"	a residential dwelling constructed on the Application Site and forming part of the Development.
"Head of Development and Building Control"	the Head of Development and Building Control at the 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.
"Indexed"	the quantum by which a contribution payable under this Agreement shall increase which shall be calculated by an amount equal to the proportionate increase in the BCIS Index, except for the Travel Plan Statement Monitoring Contribution in which case the increase shall be calculated by an amount equal to the proportionate increase in the RPI Index, and any contributions owed to the County Council or the District Council under this Deed will be Indexed in accordance with Clause 13.
"Interest"	interest at the rate of 4% above the Bank of England base rate applicable at the Specified 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 first Dwelling 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.
"Owners"	the First Owner, the Second Owner and the Third Owner
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application.
"Reserved Matters Application"	an application submitted to the Council to secure approval for specific details of the Development that were reserved and not considered as part of the grant of the (outline) Planning Permission
"RPI Index"	the Retail Prices (All Items) Index as published by the Office for National Statistics and relative only to the Travel Plan Statement Monitoring Contribution 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.
"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"	the date upon which an obligation arising under this Agreement is due to be performed.
"Working Day"	Mondays to Fridays inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2, 4, 5 and 6 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the District Council and the County Council as set out herein, to comply fully with and to perform the obligations contained herein and in the Schedules of this Agreement in accordance with the requirements and timescales set out;

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

7. NOTICES

7.1 The Owners covenant with the District Council and the County Council as follows:

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

7.1.3 to give written notice to the District Council and the County Council of the Occupation of:

7.1.3.1 25% (twenty five percent) of the total number of Dwellings;

7.1.3.2 50% (fifty percent) of the total number of Dwellings;

7.1.3.3 75% (seventy five percent) of the total number of Dwellings;

7.1.3.4 the final Dwelling,

within 10 Working Days of such occurrence.

7.1.4 to give written notice to the District Council of any "disqualifying event" (as defined in Regulation 53(2) of the CIL Regulations) occurring within the clawback period of 7 years from Commencement of Development in relation to any Dwelling for which Social Housing Relief has been granted pursuant to Regulation 49 or 49A of the CIL Regulations, within 10 Working Days of the occurrence of such an event.

7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners and the County Council 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 and in the case of the County Council shall be addressed to the Information Management Team, County Planning and in the case of the District Council, addressed to the Head of Development and Building Control and either:

7.3.1 emailed to planning.obligations@horsham.gov.uk; or

7.3.2 posted by first class 'Signed For' delivery to 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; or

7.3.3 served personally 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.

7.4 Any notice, certificate or other communication sent by email in accordance with clause 7.3.1 shall be deemed to have been delivered at the time of despatch if transmitted prior to 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.

7.6 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 legal costs incurred in preparing and entering into this Agreement and the District Monitoring Fees for monitoring the planning obligations contained herein.

8.2 The Developer 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 Monitoring Fee for monitoring the planning obligations contained herein.

9. DEVELOPERS CONSENT

9.1 The Developer acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Application Site shall be bound by the covenants and obligations contained in this Agreement and that should the Developer take possession of the Application Site as the successor in title to the Owners it too will be bound by the covenants and obligations contained in this Agreement.

10. FUTURE MORTGAGEE'S LIABILITY

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 this Agreement is enforceable by the District Council and in relation to the obligations contained within Schedule 6 will be enforceable by the County 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 Owners that failure by the District Council or by the County Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District Council or by the County 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 or the County 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 Owners hereby undertake that:

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

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

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

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

10.7 The Owners and the Developer hereby give consent for the Application Site Plan and BNG Land Plan 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 any 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 Owners 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 Owners (or any person deriving title to Application Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with their interest in the Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.12 References to the Application Site include any part of it.

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

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

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

10.16 Subject to the proviso to 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 The provisions of this Agreement shall not bind the following:

10.17.1 Purchasers, tenants, occupiers and their successors in title (and their respective mortgagees and chargees and any person who is a successor in title or derives title through or under any such mortgagee or chargee) of any individual Dwelling save for the obligations in Schedule 2 and 3 which shall

apply to the Affordable Housing Units (subject always to paragraph 5 of Schedule 2);

10.17.2 Any statutory undertakers in respect of land held for their operational purposes (or their respective mortgagees and/or 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.

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 5.1 of Schedule 5 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by the Chartered Institute of Ecology and Environmental Management.

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

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

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

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

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

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

11.4.6 give full and clear reasons for his decision; and

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

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

12. OWNERSHIP

12.1 The Owners warrant that no person other than the Owners has any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The Owners undertake to the District Council to give the District Council and the County 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, save that this clause shall not apply to the disposal of Dwellings to individual owners or occupiers or to disposals to statutory undertakers.

13. INDEXATION

13.1 The County Council's Contributions payable to the County Council under this Deed shall be increased by the application of the following formula:

$$A = \frac{B \times C}{D}$$ (where C/D) is equal to or greater than 1

Where:

A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the RPI Index for the quarter preceding the date of payment

D is the RPI Index for the quarter preceding the date of the County Council's consultation response (27th August 2025)

and Indexation shall be construed accordingly.

13.2 The District Council's Contributions payable to the District Council under this Deed shall be increased by the application of the following formula:

$$A = \frac{B \times C}{D}$$ (where C is equal to or greater than 1)

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Section 106 Agreement

C is the BCIS Index for the quarter preceding the Specified Date

D is the BCIS Index for the quarter preceding the date of this Agreement.

and Indexation shall be construed accordingly.

14. INTEREST

14.1 The Owners undertake to the District Council and the County Council to pay the Interest on sums due to the District Council or the County Council under this Agreement but not paid on the Specified Date, from the Specified Date until actual payment.

15. APPROVALS

15.1 Where approval is required by the Owners from the District Council and/or the County Council under the terms of this Deed such approval shall not be unreasonably withheld, conditioned or delayed (for the avoidance of doubt such requirement does not seek to fetter the statutory rights, powers, duties and obligations of the District Council and/or the County Council).

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

SIGNED as a **DEED** by
ROGER HEBER CLOW

…… Signature

In the presence of:

W …… Signature

I …… Print name

T …… Address 1

N …… Address 2

E …… Address 3

S …… Address 4

S …… Post Code

SIGNED as a **DEED** by
CHRISTOPHER IVOR CLOW

…… Signature

In the presence of:

W …… Signature

I …… Print name

T …… Address 1

N …… Address 2

E …… Address 3

S …… Address 4

S …… Post Code

SIGNED as a **DEED** by
as attorney for **GRAHAM RAYMOND CLOW**
under a power of attorney dated

…… Signature

In the presence of:

W …… Signature

I …… Print name

T …… Address 1

N …… Address 2

E …… Address 3

S …… Address 4

S …… Post code

EXECUTED as a **DEED** by
WATES DEVELOPMENTS LIMITED
acting by two directors

…… Signed (Director)

…… Signed (Director)

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

Authorised Officer

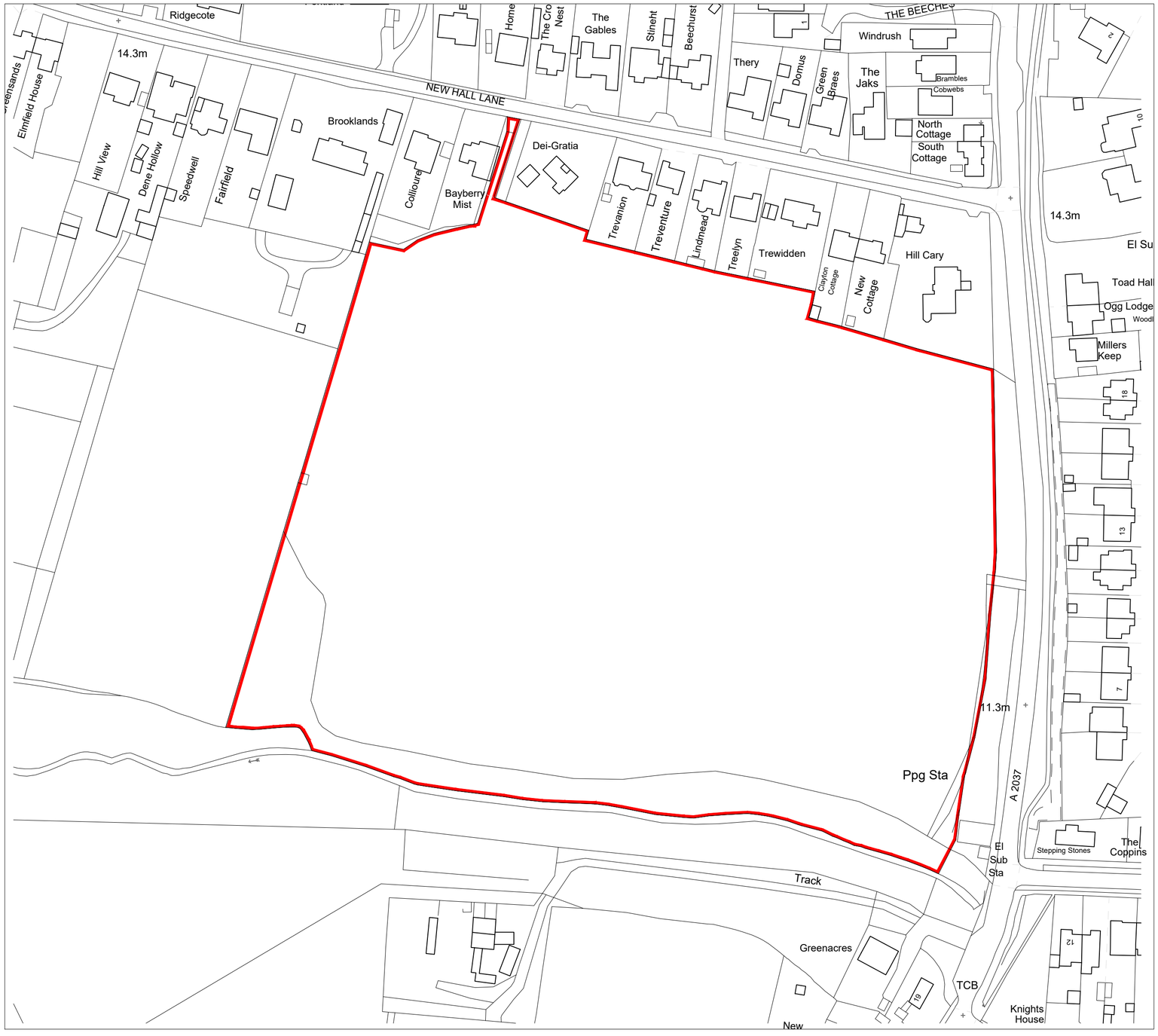
SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

Authorised Officer

SCHEDULE 1

Plans

1. Application Site Plan entitled “Application Boundary Plan” with drawing number SD-jas-RLP-02 dated April 2026.
2. Open Space Plan entitled “Open Space Plan” with drawing no. 23088/C109 dated November 2026.
3. The Highway Works Plan with drawing no. ITS19321-GA-002 Rev D and ITS19321-GA-013.



OS Licence Number:100053143

Land at Small Dole, Near Henfield.

Red Line Plan

Drawing No: SD-jas-RLP-02

Scale 1:1250 @ A3

Apr 26

VERTEX SURVEYS
SURVEYING CONSULTING ENGINEERING

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N
W E
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KEY

Site access

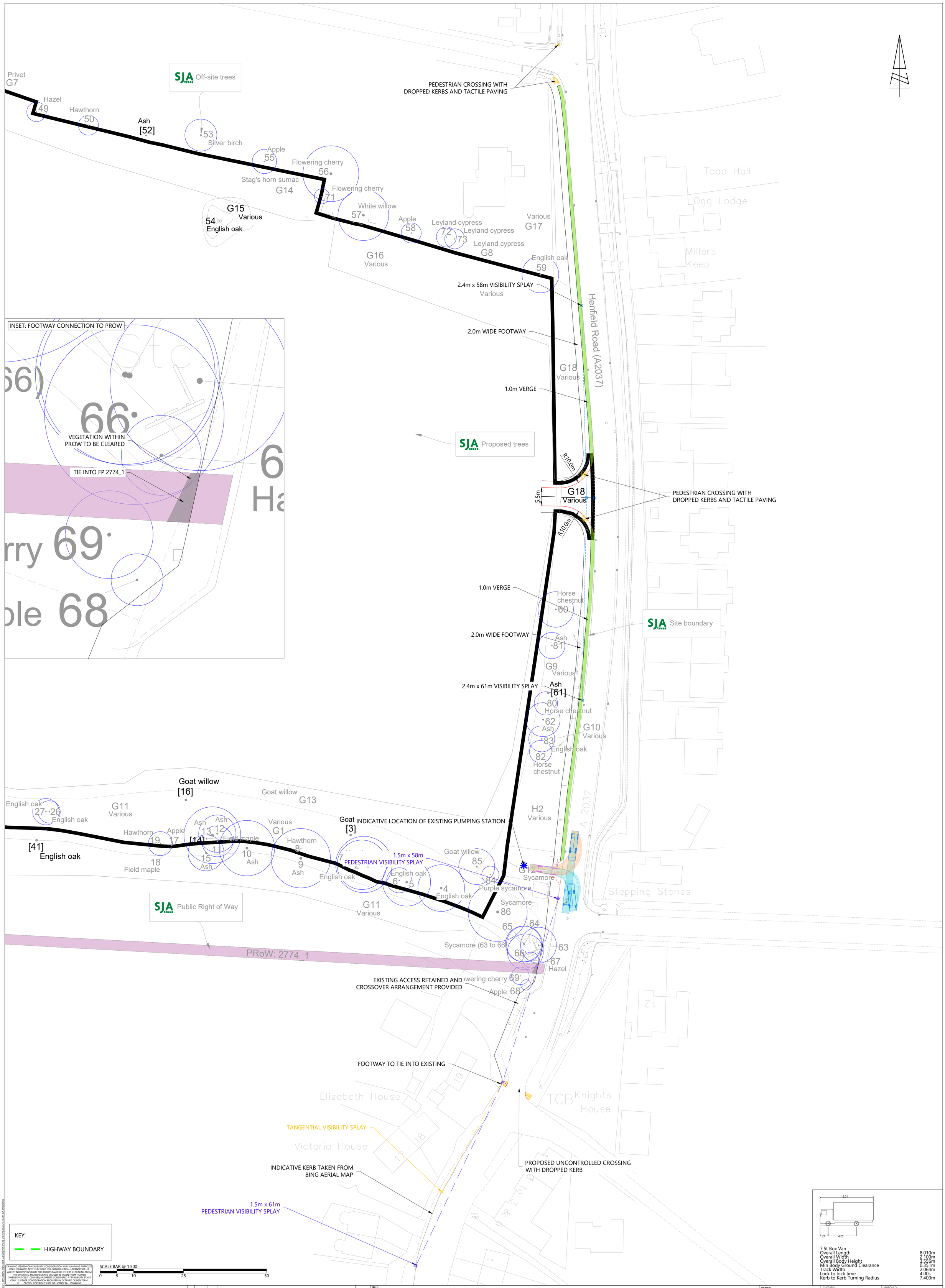
architecture

Open Space Plan
Land West of Shoreham Road
Small Dole
23088 / C109

Scale 1:500 @ A0 November 2026

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OSP Architecture, Broadmede House, Farnham Business Park, Weydon Lane, Farnham, Surrey, GU9 8QT Tel: 01252 267878 . www.ospartchitecture.com



KEY:

HIGHWAY BOUNDARY

SCALE BAR @ 1:500

0 5 10 25 50

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7.5t Box Van

Overall Length	8.010m
Overall Width	2.100m
Overall Body Height	3.556m
Min Body Ground Clearance	0.351m
Track Width	2.064m
Lock to lock time	4.00s
Kerb to Kerb Turning Radius	7.400m

i-Transport
Lakeside North Harbour, Building 1000, Lakeside North Harbour Western Road, Porstmouth, Hampshire, PO6 3EZ
Tel: 03316 300366
www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APD
D	10.11.25	TA	TREE SURVEY ADDED	DS	DS
C	24.10.25	TA	VERGE ADDED, FOOTWAY HAS BEEN AMENDED	SGe	DS
B	08.09.25	MM	WSCC COMMENTS INCORPORATED	SGe	DS
A	04.03.25	TA	MINOR CHANGES	DS	DS

STATUS: FOR INFORMATION

TITLE: POTENTIAL SITE ACCESS ARRANGEMENT AND OFF-SITE IMPROVEMENTS

PROJECT: SHOREHAM ROAD, SMALL DOLE, HENFIELD

CLIENT: WATES

DRAWN:	CHECKED:	APPROVED:
MM	LJ	DS
PROJECT No:	SCALE @ A1:	DATE:
ITS19321	1:500	17.11.23
DRAWING No:		REV:
ITS19321-GA-002		D

S:\Projects\19000 Series\19321ITS - Shoreham Road, Small Dole\Tech\AutoCr Transport Drawings\GA\Working Drawings\ITS19321-GA-002D.dwg

SCHEDULE 2

Affordable Housing

With the intention of binding the Application Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the District Council as follows:

1. DEFINITIONS

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

"Affordable Housing"	affordable housing comprising Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units 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 (if any), to ensure inclusive and mixed communities AND identifying which of the Affordable Housing Units (if any) 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 proposed by the Owners 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 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 of 35% (thirty five percent) (rounded to the nearest whole number of units) of the total Housing Units to be provided as part of the Development and as identified in the Affordable Housing Scheme comprising the Rented Units and the Shared Ownership Units which 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.
"Affordable Rent"	in relation to first lets only, chargeable rent that is subject to the HE's Rent Standard (1 April 2026) as expanded on by government guidance 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 (on first lets only) the applicable Local Housing Allowance rate for the District Council if lower than the 80% of local market rent (inclusive of service charges).
"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 lifetime 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 (nine hundred and ninety 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 Housing Units is made, with access from the highway surfaced to adoptable standard, and all utility connections, including electricity, mains water, sewerage and wiring for connection to high-speed broadband, installed and fully functional.
"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.
"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

	2025)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to any Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices.
"Housing Unit(s)"	a unit for residential Occupation to be constructed as part of the Development.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"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.
"Open Market Units"	all those Housing Units (if any) to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use 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.
"Rented Units"	the Affordable Housing Units to be transferred to an Affordable Housing Provider that are to be made available as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), and 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 HE's model form of lease issued from time to time such that the dwelling is occupied in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.
"Shared Ownership Unit"	the Affordable Housing Units to be transferred to an Affordable Housing Provider to be made available on terms 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"	the Affordable Housing Units that will be let to persons in housing need at a Social Rent.

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

2.4 The Owners further covenant that subject to paragraph 5:

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

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 Where Open Market Units are to be delivered then prior to Occupation of a maximum of 25% (twenty-five percent) of those 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

PROVIDED THAT if no Open Market Units are to be so delivered, to use reasonable endeavours to enter into a binding contract to effect the transfers set out in paragraphs 3.1.1 and 3.1.2 (above) prior to Occupation of any Affordable Housing Unit.

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

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

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

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

3.3 Not to Occupy or allow Occupation of more than 25% (twenty-five percent) of the Open Market Units (if any) 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 (if any) unless and until the provisions of paragraph 3.2 of this Schedule (including its sub-paragraphs) have been complied with.

3.5 Prior to the Occupation of any Rented Unit to procure the execution by the Affordable Housing Provider and delivery to the District Council 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 reasonable costs to be paid by the Affordable Housing Provider and neither the granting of a tenancy, letting, nor any other disposal in respect of the Rented Unit shall be permitted otherwise than in accordance with the terms of that Deed of Nomination Rights.

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 of 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;

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 housing tenure mix by amendment of the Affordable Housing Scheme and in the event that the latter applies and the District Council agrees a revised Affordable Housing Scheme the Owners shall continue to use reasonable endeavours to enter into contract with an Affordable Housing Provider or Affordable Housing Providers in accordance with paragraph 2.1 as soon as reasonably practicable but for the avoidance of doubt the restriction on occupation of Open Market Units in paragraph 3.3 shall no longer apply.

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

3.10 Unless otherwise agreed by the District Council or directed by Homes England, the Affordable Housing Provider shall use reasonable endeavours to utilise 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 Affordable Housing with priority given to the provision of new dwellings for Affordable Rent or Social Rent.

4. MISCELLANEOUS PROVISIONS

4.1 Prior to Occupation of the Affordable Housing Units:

4.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

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

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

4.2 The Owners may at their discretion provide any of the Open Market Units as additional affordable housing over and above the 35% required by the District Council's housing policy and secured by this Agreement PROVIDED THAT such Housing Units shall not be considered to be Affordable Housing Units and shall not be bound by the Affordable Housing obligations in this Schedule.

5. EXCLUSIONS

5.1 The obligations contained in this Schedule and Schedule 3 shall neither be binding on nor enforceable against:

5.1.1 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 (each a "**Receiver**")) of the whole or any part of the Affordable Housing Units 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 Council of its intention to dispose of the Affordable Housing Land and/ or Affordable Housing Units and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Land and/ or Affordable Housing Units 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 3 (three) month period, the mortgage, chargee or Receiver shall be entitled to dispose of the Affordable Housing Land and/or Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

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

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

5.1.4 any person who has acquired 100% of the shares in the Shared Ownership Unit; and

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

SCHEDULE 3

Specimen Deed of Nomination Rights

[**AFFORDABLE HOUSING PROVIDER**]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Affordable Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

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

BETWEEN:

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

(2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham West Sussex RH12 2GB ("the District 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 at Land to the West of Shoreham Road 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 District Council from 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 Head of Housing and Communities and approved by the District Council; OR b) an unregistered provider of social 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;
"Exempted Void"	a Void occurring when the District 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 District Council's Housing Register and Nominations Policy dated April 2025 (and which may be updated from time to time): https://www.horsham.gov.uk/ data/assets/pdf file/0007/146779/Housing-Register-Nominations-Policy.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and "Initial Let" shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of Upper Beeding 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 Upper Beeding and he wishes to be near that relative; or

	c) is and has been permanently employed in the parish of Upper Beeding 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 as outlined above then the District of Horsham shall be substituted for the parish of Upper Beeding.
"**Nominee"**	a person who may be nominated by the District 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 District 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 District 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 District 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 District 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) Roger Heber Clow (2) Christopher Ivor Clow (3) Graham Raymond Clow (4) Wates Developments Limited (5) West Sussex County Council and (6) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably);
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the District Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the District Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the District 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 District Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the District Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the District 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 District 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 percentages 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 District Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.

4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the District 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 District 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 District 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 District 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 District 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 a person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).

4.10. If the District Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have a 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 District 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 S.106 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 District 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 District Council in accordance with clause 4.7.3, the District 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 District Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the District Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The District 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 District 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.

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 District 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 District Council to pay the reasonable and proper legal costs which the District 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 District Council of any of its powers;

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

10. DISCREPANCIES AND PRIORITY

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

11. EXCLUSION CLAUSE

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

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

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided that such party so appointed shall have first complied with the procedure in paragraph 5, Schedule 2 of the S106 Agreement; and

11.1.3. Any and all successors in title from the persons specified in clause 11.1 above.

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Schedule 1

Plan

Schedule 2

Rented Unit Details

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

Schedule 3

Schedule of Tenure – The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Schedule 4

Specimen Tenancy Agreement

[*To be provided by the Affordable Provider]*

SCHEDULE 4

Community Land

With the intention of binding the Application Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the District Council as follows:

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:

"Allotments"	any one of the 17 (seventeen) new micro allotments to be provided within the Development on the Allotment Land and made available to residents of the Parish Councils to rent, in accordance with the Allotment Scheme.
"Allotment Land"	the land on which the 17 (seventeen) micro allotments, and the Allotment Shed shall be provided, served by either a mains water supply or a rainwater capture system, at a location to be determined at Reserved Matters Application stage but shown indicatively on the Open Space Plan at Schedule 1 of this Agreement.
"Allotment Maintenance Contribution"	the sum of **£7,574 (seven thousand five hundred and seventy-four pounds)** Indexed, for the future maintenance of the Allotments to be paid to the Parish Council which elects to become the Allotment Land Transferee in accordance with this Schedule and not otherwise.
"Allotment Shed"	a building to be provided as part of the Development on the Allotment Land for the use of those residents of Small Dole renting any of the Allotments from time to time, such use to be limited to horticultural uses or those with a legitimate connection with the use of the Allotments as allotments.
"Allotment Scheme"	a scheme for the provision, laying out, landscaping, equipping, (as the case may be) the Allotments and the Allotment Shed on the Allotment Land including a proposed timescale for the works to be submitted to and approved by the District Council together with a plan identifying the precise location of the Allotment Land and the Allotment Shed in accordance with this Schedule.
"Estate Charge"	the perpetual yearly variable estate management charge to cover the annual costs of the Management Company (or the Owner if it elects to retain the Managed Land in accordance with paragraph 2.1.2) complying with its obligations under this schedule and the Open Space Management Scheme and the HMMP as applicable.
"Local Area for Play"/ "LAP"	the 2 (two) local areas of play be provided as part of the Development within the Open Space at the locations shown indicatively on the Open Space Areas Plan (within the area denoted as "multifunctional green space").
"LAP Specification"	a specification for the 2no. LAPs to include: • plans, details and specifications for provision of the LAPs; • details of the surface treatment (grass/ hard/linked surface paths/ impact absorbing safety surfaces); • details of any earthworks, excavations, construction, drainage; • details of any fencing or materials; • details and type of any seating; • litter bins; and • signage (type and location)

	the details of which shall be submitted to and approved by the District Council pursuant to this Schedule.
"Management Company"	a company established by the Owner in accordance with the Management Company Structure Scheme to carry out the long term management and maintenance of any Managed Land (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Agreement and the Management Plan (and HMMP (as defined in Schedule 5) with respect to the BNG Land).
"Management Company Structure Scheme"	a scheme that includes the following in relation to the Management Company: a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or by guarantee and such constitution shall be submitted to and approved by the District Council; b) the objectives of the Management Company which shall include arrangements for: (i) setting and collecting the Estate Charge; (ii) ensuring accountability to the Occupiers of the Dwellings; c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land that is managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; d) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company if the circumstances require on terms to be agreed (including details of how and when such transfer shall take place and how any step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/ expenses associated with the transfer); as may be amended/ updated from time to time by agreement in writing with the District Council.
"Managed Land"	the BNG Land, the Open Space and the Allotments and Allotment Shed (if the Allotments are to be transferred to the Management Company in accordance with Paragraph 3.3.1.2 of this Schedule) to be provided as part of the Development and which shall be managed by the Management Company or the Owners as the case may be in accordance with the Open Space Management Scheme 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) and the HMMP as appropriate;
"Open Space"	land in the Development including retained trees, landscaping and public shared space providing areas of: • multifunctional green space including the LAPs; • parks and gardens; • amenity green space; • natural/ semi-natural green space; • SUDs in the locations indicatively shown shaded on Open Space Plan to be managed and maintained in accordance with the Open Space

	Management Scheme;
"Open Space Management Scheme"	a detailed written scheme for the ongoing management and maintenance of the Open Space which shall: a) include a plan showing the boundaries of the Open Space (such plan may be amended from time to time as the boundaries of the Open Space change); b) demonstrate full integration of landscape, biodiversity and arboriculture considerations; c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities; d) set out the frequency of the maintenance including the long term management and maintenance of the Open Space (including the LAPs and SUDs) to include a maintenance schedule and the arrangements for securing the availability of the Open Space and LAPs for access and use by the general public; e) include measures to inspect and replace any trees shrubs or turf which may die or become diseased following implementation of the Open Space Management Scheme; f) specify the standard of maintenance and repair to be achieved or maintained; g) state how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of costs of the Open Space; h) state details of the proposed Management Company (if applicable); i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space (including the LAPs and SUDs); j) include arrangements to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Open Space and in the event of any change in the point of contact to notify the District Council in writing within 5 (five) Working Days of the date of such change.
"Open Space Plan"	the indicative plan of the land to be provided as part of the Development as open space on which designated areas for specific uses are denoted, entitled "Open Space Plan" with drawing no. 23088/C109 dated November 2026 at Schedule 1 of this Agreement.
"Open Space Specification"	the specification provided for the Development for the Open Space (except the LAP which is addressed by the LAP Specification) or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate: • plans, details, specifications and a timetable for provision of the Open Space • approval of boundaries of any areas or parcels of land to be transferred to the Management Company or retained and maintained by the Owners; • details of the layout, landscaping and planting • details for topsoil and seeding • details for surface treatment (grass/ hard/ linked surface paths/ impact safety absorbing surfaces) • details of any earthworks, excavations, construction, drainage

	including SUDs • details of any fencing or materials • details and type of any seating • litter bins • signage (type and location).
"Specifications"	together the Open Space Specification and the LAP Specification.
SUDs"	the storm water attenuation and associated works designed to manage rainwater and surface water runoff from the Development to be provided in accordance with the Open Space Specification and this Schedule in the approximate location shown on the Open Space Plan and thereafter managed and maintained by the Management Company.

The Owners hereby covenant with the District Council as follows:

2. MANAGED LAND

2.1. Prior to Commencement of Development to:

2.1.1. submit details of the provision of Open Space, including the Specifications and the Open Space Management Scheme, to the District Council for approval;

2.1.2. confirm in writing to the District Council whether they intend to retain and maintain any parts of the Managed Land (excluding the Allotment Land) or transfer all or any part(s) of the Managed Land to the Management Company set up in accordance with this Schedule;

2.1.3. not to Commence Development until the District Council has approved the aforesaid details, the Specifications and the Open Space Management Scheme in writing.

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 in the Development until the Owners have at their own expense:

2.2.1. provided the Open Space (including the LAPs) in accordance with the approved Specifications such that they are ready for use and open to members of the public to access free of charge in perpetuity thereafter;

2.2.2. given notice to the Head of Development and Building Control that the approved works to be undertaken in relation to the provision of the Open Space have been completed and obtained written confirmation from the Head of Development and Building Control that the works have been completed; and

2.2.3. immediately upon receipt of the District Council's written confirmation of completion of the approved works, either:

2.2.3.1. offer in writing to transfer the Managed Land (or any part of it) to the Management Company for £1 upon the contractual terms set out in paragraph 2.6 (including its sub paragraphs) of this Schedule and notify the Head of Development and Building Control of the District Council in writing that such an offer has been made; and

2.2.3.2. thereafter enter into a binding contract for the transfer of the Managed Land (or any part of it) for the sum of £1 to the Management Company, which the Management Company will be required as a successor in title to the Owners to maintain in accordance with the Open Space Management Scheme or the HMMP (as the case may be) PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within 5 (five) Working Days of entering a contract and a copy of the

binding contract shall be sent with such notice to the District Council; OR

2.2.3.3. in the event that the Owners elect to retain the Managed Land (excluding the Allotment Land) (or any part of it), to maintain the Open Space in accordance with the approved Open Space Management Scheme or the HMMP (as the case may be) for the lifetime of the Development.

2.3. If in the reasonable opinion of the Head of Development and Building Control there are defects in any of the Open Space works, the Owners covenant to make good any such defects prior to the transfer of the Open Space (as part of any Managed Land) and the District Council's written confirmation referred to in paragraph 2.2.2 will only be provided in the event that, in the reasonable opinion of the Head of Development and Building Control, the Owners have complied with its obligation to make good any defects in the works.

2.4. The Owners shall at their expense continue to maintain and insure the Open Space 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, until such time as the Open Space is transferred (as part of any Managed Land) in accordance with paragraph 2.2. (including its sub paragraphs).

2.5. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owners have paid to the District Council a fee of £600 which is based on the current daily rate for the inspection of the works undertaken by the Owners in creating the Open Space.

2.6. Not to transfer any parcel of land comprising the Managed Land except upon the following terms and conditions unless otherwise agreed between the parties:

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

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

2.6.3. vacant possession of any parcel of land comprising the Managed Land shall be given on the date of the transfer in accordance with the provisions of this Deed;

2.6.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 2.2.3.1 and 2.2.3.2 of this Schedule unless otherwise agreed in a contract for the transfer/conveyance made between the Owners and the Management Company;

2.6.5. any transfer of any part of the Managed Land to the Management Company shall be subject to a covenant to comply with the following:

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

2.6.5.2. the Owners and the District Council agree that when any part of the Managed Land is transferred to the Management Company the Owners shall be entitled to include in the transfer of the title a

requirement that the Management Company shall enter into a direct covenant with the Owners (in this case not including the owners of the Dwellings or the Affordable Housing Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.7. That the Open Space 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 Open Space Management Scheme approved under Paragraph 2 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

3. ALLOTMENTS

3.1. Prior to Commencement of Development, to submit details of the Allotment Scheme to the District Council for approval and not to Commence Development until the District Council has approved the Allotment Scheme in writing such approval not to be unreasonably delayed or withheld.

3.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow the Occupation of more than 75% (seventy-five percent) of the Dwellings in the Development until the Owners have at their own expense:

3.2.1. provided the Allotments and the Allotment Shed in accordance with the approved Allotment Scheme such that:

3.2.2. the Allotments are available for rental to persons resident within the area served by Upper Beeding Parish Council;

3.2.3. the Allotment Shed and associated water supply is available for use.

3.3. On completion of the Allotments and the Allotment Shed in accordance with the Allotment Scheme, the Owners shall:

3.3.1. offer in writing to transfer the Allotment Land to the following persons (in order of priority) for £1 upon the contractual terms set out in paragraph 3.4 of this Schedule and notifying the Head of Development and Building Control of the District Council in writing that such an offer has been made

3.3.1.1. Upper Beeding Parish Council; then

3.3.1.2. the Management Company, who shall not be entitled to refuse the offer,

such person accepting the offer to be referred to in this Schedule as the "**Allotment Land Transferee"**.

3.3.2. enter into a binding contract for the transfer of the Allotment Land to the Allotment Land Transferee for the sum of £1, which the Allotment Land Transferee will be required as a successor in title to the Owners to maintain the Allotments and the Allotment Shed PROVIDED ALWAYS that notice of the entering into a contract shall be given to the District Council within seven days of entering a contract and a copy of the binding contract shall be sent with such notice to the District Council.

3.4. Not to transfer any parcel of land comprising the Allotment Land except upon the following terms and conditions unless otherwise agreed between the parties:

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

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

3.4.3. vacant possession of the parcel of land comprising the Allotments and the Allotment Shed shall be given on the date of the transfer in accordance with the provisions of this Deed;

3.4.4. completion shall take place on the date falling 60 Working Days after the date the written offer of transfer is made pursuant to paragraph 3.3.1 of this Schedule unless otherwise agreed in a contract for the transfer/ conveyance made between the Owners and the Allotment Land Transferee;

3.4.5. the transfer of the Allotment Land to the Allotment Land Transferee shall be subject to a covenant to comply with the following:

3.4.5.1. that the Allotments shall be made available for rental by residents of Upper Beeding Parish and shall only be used for the purposes of Allotments as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing Allotments or for the maintenance of the Allotments or is required to be carried out by a statutory undertaker;

3.4.5.2. the Allotment Shed shall be made available to those residents currently renting the Allotments or engaged in the management of the Allotments and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing an Allotment Shed or its maintenance or is required to be carried out by a statutory undertaker.

3.4.5.3. the Owners and the District Council agreed that when the Allotment Land is transferred to the Allotment Land Transferee the Owners shall be entitled to include in the transfer of the title a requirement that the Allotment Land Transferee shall enter into a direct covenant with the Owners (in this case not including the owners of the Dwellings or the Registered Provider) to restrict the use of the land in accordance with the restrictions set out in this Deed.

3.5. Prior to or upon transfer of the Allotment Land to Upper Beeding Parish Council pursuant to the terms of paragraph 3.3 of this Schedule, to pay to Upper Beeding Parish Council the Allotment Maintenance Contribution.

4. MANAGEMENT COMPANY

4.1. Where any part of the Managed Land is to be transferred to a Management Company the Owners shall not Occupy or permit the Occupation of any Dwelling until they have:

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

4.1.2. made provision to include in the transfer of the freehold or leasehold sale of each Dwelling a covenant by the purchaser to pay an Estate Charge as determined by the Management Company for the maintenance of such part of the Managed Land being transferred and any other land which has been transferred or will be transferred to the Management Company (including the BNG Land) in accordance with this Agreement;

4.1.3. agreed not to sell or otherwise deal with any Dwelling without imposing a covenant on the purchaser or tenant of such Dwelling to pay an Estate Charge as determined by the Management Company towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 4.1.2 above or parts thereof and any equipment thereon and any ancillary structures;

4.1.4. immediately upon the sale or transfer of the freehold or leasehold of the first Dwelling to provide the District Council with copies of the Articles and Memorandum of Association of the Management Company, to include clauses whereby it must accept ownership and full responsibility for the

management and maintenance thereafter of the relevant parcels of the Managed Land and the Allotment Land AND a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 4.1.2 above;

4.1.5. prior to the first Occupation of any Dwelling on the Development submit for approval to the District Council and gain approval from the District Council to the Management Company Structure Scheme

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

4.2. In the event that the Owners have confirmed in writing that they will retain all or any part of the Managed Land (excluding the Allotments) in accordance with paragraph 2.2.1, the Owners shall:

4.2.1. make provision to include in the transfer of the freehold or leasehold sale of each Dwelling a covenant by the purchaser or tenant (and any successor in title) to pay an Estate Charge as determined by the Owners for the maintenance of the relevant parts of the Managed Land and any other land which is to be maintained by the Owners in accordance with this Agreement; and

4.2.2. not sell or otherwise deal with any Dwelling without imposing a covenant on the purchaser (and any successor in title) of such Dwelling to pay an Estate Charge as determined by the Owners towards the costs incurred in maintaining and insuring the parcels of land referred to in paragraph 4.2.1 above or parts thereof and any equipment thereon and any ancillary structures.

SCHEDULE 5

Biodiversity Net Gain

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

1. INTERPRETATION OF THIS SCHEDULE

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

"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
"BNG Land"	those parts of the Application Site upon which the Habitat Creation and Enhancement Works are to be carried out in accordance with the approved HMMP and which FOR THE AVOIDANCE OF DOUBT may include Open Space as shown on the Open Space Plan.
"BNG Land Plan"	the plan showing the part of the Application Site comprising the BNG Land to be submitted to the District Council in accordance with the HMMP at Reserved Matters Application stage.
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG.
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act.
"BNG Monitoring Contribution"	the sum of **£4,176.87 (four thousand one hundred and seventy-six pounds and eighty-seven pence)** to be used to pay the District Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the District Council to be paid by the Owners to the District Council pursuant to this Schedule;
"Breach Notice"	a notice which may be served by the District Council on the Owners pursuant to paragraph 5.1 of this Schedule setting out: a) details of the alleged non-compliance with the HMMP (the **"Breach")**; and b) details of the measures to be taken to remediate the Breach; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 5.2 of this Schedule;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld);

"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owners to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.3 of this Schedule of this Agreement;
"Habitat Creation and Enhancement Works"	the Habitat Creation and Enhancement Works set out in the HMMP.
"Habitat Management and Monitoring Plan (HMMP)"	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; d) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; d) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) a plan identifying the location of the Habitat Creation and Enhancement Works; d) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from Practical Completion; and d) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule (AND as may be amended/updated from time to time by agreement in writing with the District Council ;
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development;
"Practical Completion of the Development"	Occupation of the final Dwelling.

2. BNG MONITORING CONTRIBUTION

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

3. BIODIVERSITY GAIN PLAN AND HMMP

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

3.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the District Council;

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

3.3.1. the proposed amended HMMP;

3.3.2. a statement of reasons for such amendment; and

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

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

3.3.3.2. the continued functioning of the BNG Land for BNG or any existing Allocation.

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

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

3.6. Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in full and the District Council has issued a Certificate of Completion;

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

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

4. ACCESS FOR INSPECTION

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

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

4.1.1.1. the obligations in this Agreement;

4.1.1.2. any Breach Notice; and

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

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

5. BREACH NOTICE AND STEP-IN RIGHTS

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

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

5.3. Where a Breach Notice is disputed:

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

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

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

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

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

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

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

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

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

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

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

6. RESTRICTION ON ALIENATION OF ANY PART OF THE APPLICATION SITE

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

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate

signed by the proprietor for the time being of the estate registered under title number WSX360376 or their conveyancer that the provisions of paragraph [6] of Schedule [5] of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Roger Heber Clow; 2) Christopher Ivor Clow, 3) Graham Raymond Clow, 4) Wates Developments Limited, 5) West Sussex County Council, and 6) Horsham District Council dated [ ] 2026, have been complied with or do not apply"

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

SCHEDULE 6

Highway Works and Travel Plan Statement

With the intention of binding the Application Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the County Council as follows:

1. INTERPRETATION OF THIS SCHEDULE

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

"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme
"Highway Works"	the provision of the following in the vicinity of the Development: a) a new site access to the Development and associated works as shown on drawing referenced ITS19321-GA-013 at Schedule 1 of this Agreement; b) a new footway linking the new site access to public footpath 2774-1 as shown on drawing referenced ITS19321-GA-002 Rev D at Schedule 1 of this Agreement; c) dropped kerb/ tactile paved crossing on New Hall Lane as shown on drawing referenced ITS19321-GA-002 Rev D at Schedule 1 of this Agreement; and d) dropped kerb/ tactile paved crossing of A2037 as shown on drawing referenced ITS19321-GA-013 at Schedule 1 of this Agreement to be provided in accordance with the Highway Works Scheme and as set out at Schedule 6 of this Agreement.
"Highway Works Scheme"	means a scheme in respect of the Highway Works delivered in accordance with Paragraph 2 of Schedule 6 of this Agreement
"Framework Travel Plan"	the framework travel plan at the Annex to this Agreement
"Stage 2 and Stage 3 Safety Audit"	the necessary safety audits as defined in the Department of Transport Design Manual for Roads and Bridges 1991: Volume 5 Section 2 Part 2 GG119 as amended by the WSCC Safety Audit Adopted Policy to be undertaken by a qualified auditor and procured by the Owner in relation to the Highway Works Scheme.
"Travel Plan Statement"	a travel plan statement prepared in accordance with the Framework Travel Plan to identify opportunities for the effective promotion and delivery of sustainable transport initiatives e.g., walking, cycling, public transport to reduce the demand for travel by less sustainable modes across the Development to be approved pursuant to the Planning Permission and in accordance with Schedule 6 of this Deed subject to any amendments agreed in writing by the County Council from time to time.
"Travel Plan Statement Coordinator"	means the person appointed by the Owners responsible for securing the implementation of the Travel Plan Statement.
"Travel Plan Statement Monitoring Contribution"	the sum of **£1,765 (one thousand seven hundred and sixty-five pounds)** Indexed and payable to the County Council for monitoring the delivery of the Travel Plan Statement over the lifetime of the Development

2. HIGHWAY WORKS SCHEME

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

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

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

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

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

3. TRAVEL PLAN STATEMENT AND TRAVEL PLAN STATEMENT MONITORING CONTRIBUTION

2.1 To pay to the County Council the Travel Plan Statement Monitoring Contribution prior to Occupation of the first Dwelling in the Development.

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 Statement Monitoring Contribution to the monitoring of provisions agreed within the Travel Plan Statement and their proposed impact on sustainable travel.

2.3 To submit the Travel Plan Statement for approval by the County Council prior to Occupation of the first Dwelling in the Development (such approval not to be unreasonably delayed or withheld).

2.4 Not to Occupy the first Dwelling in the Development unless a Travel Plan Statement Co-ordinator has been appointed and the Owners 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 to implement the approved Travel Plan Statement or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owners and the County Council (in writing) that there is no need for a Travel Plan Statement.