(1) SAMUEL RIPLEY & KELLY MARIE RIPLEY

(2) HORSHAM DISTRICT COUNCIL

AGREEMENT

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of land to the south east of Spring Gardens, Washington, 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/12914
Planning ref: DC/26/0035 APP/z3825/W/26/6009593

THIS AGREEMENT is made as a deed and dated 2nd September 2026

Between:

(1) **SAMUEL RIPLEY & KELLY MARIE RIPLEY** of The Orchard, London Road, Washington, Pulborough, West Sussex, RH20 3BP **("the Owners")**;

(2) **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 Owner is the registered proprietor with Freehold Title Absolute of land registered at HM Land Registry under title number WSX273124 and described as "land lying to the west of London Road, Washington, Pulborough RH20 3BP" part of which forms the Application Site.

1.3 The District Council received the Application on 12 January 2026 which was validated on 15 January 2026.

1.4 The Application was refused on 9 April 2026 and the Owner has appealed to the Secretary of State under section 78 of the Act under appeal reference APP/Z3825/W/26/6009593.

1.5 The Planning Application was submitted on the basis that the Dwelling would be self-build housing within the meaning of the 2015 Act and an exemption from the biodiversity gain condition was claimed under Regulation 8 of the Exemptions Regulations. The Council has not disputed that the exemption is applicable.

1.6 The Development provides one dwelling only, namely the Dwelling, together with associated landscaping and the relocation of the existing stable. The Application Site has an area of approximately 0.35 hectares and does not exceed 0.5 hectares. The Dwelling is the only dwelling comprised in the Development and is to be Self-Build and Custom Dwelling.

1.7 Regulation 3(b) of the 2026 Regulations removes the exemption at Regulation 8 of the Exemptions Regulations with effect from 6 August 2026. Regulation 4(2) of the 2026 Regulations provides that Regulation 8 continues to have effect in relation to planning permission in any case where the application for that permission was made before that date. The Planning Application was made before 6 August 2026 and the Development therefore remains capable of benefiting from the exemption, subject to satisfaction of the applicable qualifying requirements.

1.8 The Owner and the District Council are willing to enter into this Agreement and be bound by the covenants it contains on the terms set out herein to secure the planning obligations.

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

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

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

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

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

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

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

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

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

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

2.9 A reference to writing or written excludes fax and 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:

"2015 Act"	the Self-build and Custom Housebuilding Act 2015 (as amended)
"2026 Regulations"	the Biodiversity Gain (Town and Country Planning) (Amendments and Transitional Provisions) (England) Regulations 2026 (SI 2026/790)
"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	the appeal by the Owner to the Secretary of State against the decision by the District Council to refuse the Application under section 78 of the Town and Country Planning Act 1990 and which has been assigned appeal reference APP/Z3825/W/26/6009593.
"Appeal Decision"	the appeal decision to be made in respect of the Appeal.
"Application Site"	all that land shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Site Location Plan" with drawing number 684-01 dated November 2025 at Schedule 1 of this Agreement.

"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly;
"Commencement Date"	the date on which the Commencement of the Development occurs;
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"District Monitoring Fees"	Fees totalling **£400 (FOUR HUNDRED POUNDS)** for monitoring obligations in the Agreement to be paid to the District Council in accordance with clause 8 of this Agreement.
"Disqualifying Event"	means any of the events listed below which occur within three (3) years from the date of Practical Completion: a) Any change to the Development which means that the Dwelling ceases to be Self-Build and Custom Dwelling; b) The letting out of the Self-Build and Custom Dwelling; or c) The sale of the Self-Build Dwelling.
"Disqualifying Event Date"	The date upon which a Disqualifying event occurs.
"Disqualifying Event Notice"	the written notice confirming the Disqualifying Event Date referred to in clause 7.1.3 and served in accordance with Clause 7.3.
"Dwelling"	the residential dwelling constructed on the Application Site and forming part of the Development.

"Exemptions Regulations"	the Biodiversity Gain Requirements (Exemptions) Regulations 2024 (SI 2024/47) (as amended)
"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.
"Occupation"	occupation for any purpose for which the Planning Permission has been granted by the District Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly.
"Occupation Date"	the date on which the Development is first Occupied.
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Planning Permission"	the planning permission to be granted by the Inspector in the Appeal.
"Practical Completion"	The date upon which the Dwelling is substantially completed save for minor snagging items such that it is reasonably fit for Occupation or use.
"Practical Completion Date"	The date on which Practical Completion occurs
"Practical Completion Notice"	the written notice confirming the Practical Completion Date referred to in clause 7.1.4 and served in accordance with Clause 7.3.
"Reserved Matters"	in relation to an outline planning permission, any of the following matters in respect of which details may have not been given in the Application – a) access, b) appearance, c) landscaping, d) layout, and e) scale; such terms as are defined in the Town and Country Planning (Development Management Procedure) (England) Order 2015 and which may be the subject of an application for approval of Reserved Matters.

“Secretary of State”	the Secretary of State for Housing, Communities and Local Government from time to time appointed and any successor in function.
“Section 73 Consent”	any planning permission granted pursuant to section 73 (or 73B when in force) of the Act to create a variant Planning Permission.
“Self-Build and Custom Dwelling”	means the building of a dwelling by an individual/association of individuals/persons working with or for individuals or associations of individuals and that dwelling is to be occupied as a home by those individuals in accordance with section 1 of the Self-Build and Custom Housebuilding Act 2015 (or such other replacement or successor legislation)
"Self-Build Occupier"	Samuel Ripley and Kelly Marie Ripley, being the individuals by or for whom the Dwelling is to be built or completed and who intend to Occupy the Dwelling as their home, or such other individual or individuals acquiring the Site before Practical Completion who have been approved in writing by the Council and who (a) have had or will have primary input into the final design and layout of the Dwelling, (b) will build or complete the Dwelling themselves or through persons working with or for them, and (c) intend upon first Occupation to Occupy the Dwelling as their home
“Specified Date”	the date upon which an obligation arising under this Agreement is due to be performed.
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

5.1 This Agreement (with the exception of clause 8 of this Deed) shall come into effect if the Planning Permission is granted pursuant to the Appeal.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained herein and in Schedule 2 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 as follows:

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

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

7.1.3 To give Disqualifying Event Notice within 5 (five) Working Days of the Disqualifying Event Date occurring;

7.1.4 To give the Practical Completion Notice within 5 (five) Working Days of the anticipated Practical Completion Date.

7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1, clause 7.1.2, clause 7.1.3 or clause 7.1.4 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 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 District Council shall be addressed to 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 in accordance with clause 7.3.3 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 Owner has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement and the District Monitoring Fees for monitoring the planning obligations contained herein.

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

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

10. GENERAL

The Parties undertake that:

10.1 this Agreement constitutes a deed.

10.2 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.

10.3 It is hereby agreed by the Owners that failure by the District Council at any time to enforce the provisions of this Agreement or to require performance strictly or

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

10.4 The Owners hereby undertake that:

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

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

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

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

10.6 The Owners hereby give consent for any plans comprising Schedule 1 of this Agreement to be reproduced by the District Council.

10.7 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.

10.8 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.

10.9 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:

10.9.1 Is not granted because the Appeal is dismissed; or

10.9.2 expires; or

10.9.3 is revoked other than at the request of the Owners; or

10.9.4 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.

10.10 The Owners (or any person deriving title to any land bound by this Agreement) 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 land or part of the land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

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

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

10.13 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.

10.14 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.

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

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

10.15.2 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.

10.15.3 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:

10.15.4 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

10.15.5 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.

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

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

11. DISPUTE RESOLUTION

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

11.4 Any expert appointed pursuant to clause 11.2 and 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 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. INTEREST

12.1 If any sum or amount has not been paid by the Owner under this agreement by the date it is due, the Owner shall pay interest on that amount at the Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. OWNERSHIP

13.1 The Owners warrant that no person other than the Owners has any legal or equitable interest in the land bound by this Agreement other than as set out in this Agreement.

13.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in the ownership of any of their interest(s) in the land bound by this Agreement, 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 other than the purchase of any individual Dwelling.

14. APPEAL DECISION

14.1 If the Secretary of State or the Inspector concludes in his or her Appeal Decision that any of the Planning Obligation(s) (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended), and/or that any such Planning Obligation(s) (or relevant part thereof) is not a material planning consideration in respect of the determination of the Appeal, and/or expressly states in his/her Appeal Decision that s/he attaches no weight to that Planning Obligation(s) (or part thereof) in determining the Appeal then the relevant Planning Obligation (or part thereof) shall from the date of the Appeal Decision cease to have effect and the Owner and their successors in title shall be under no obligation to comply with that Planning Obligation (or relevant part thereof) PROVIDED THAT the remaining obligations in this Deed shall remain in full force and effect and for the avoidance of doubt where the Secretary of State or the Inspector is silent upon any obligations then the obligations shall apply and be enforceable in accordance with the terms of this Deed.

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

EXECUTED as a **DEED** by

SAMUEL RIPLEY

[redacted] ..... Signed

In the presence of:

W [redacted] ..... Signature

I Janie Smith ..... Print name

T 5 adversane mobile Home parks ..... Address 1

N Stane Street ..... Address 2

E ..... Address 3

S RH14 9GZ ..... Post code

S House wife ..... Occupation

EXECUTED as a **DEED** by
KELLY MARIE RIPLEY

..... [redacted] ..... Signed

In the presence of:

W ..... [redacted] ..... Signature

I Janie Smith ..... Print name

T 5 adversane mobile Home parks ..... Address 1

N Stane Street ..... Address 2

E ..... Address 3

S RH14 9GZ ..... Post code

S House wife ..... Occupation

18291 x2

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

[redacted]

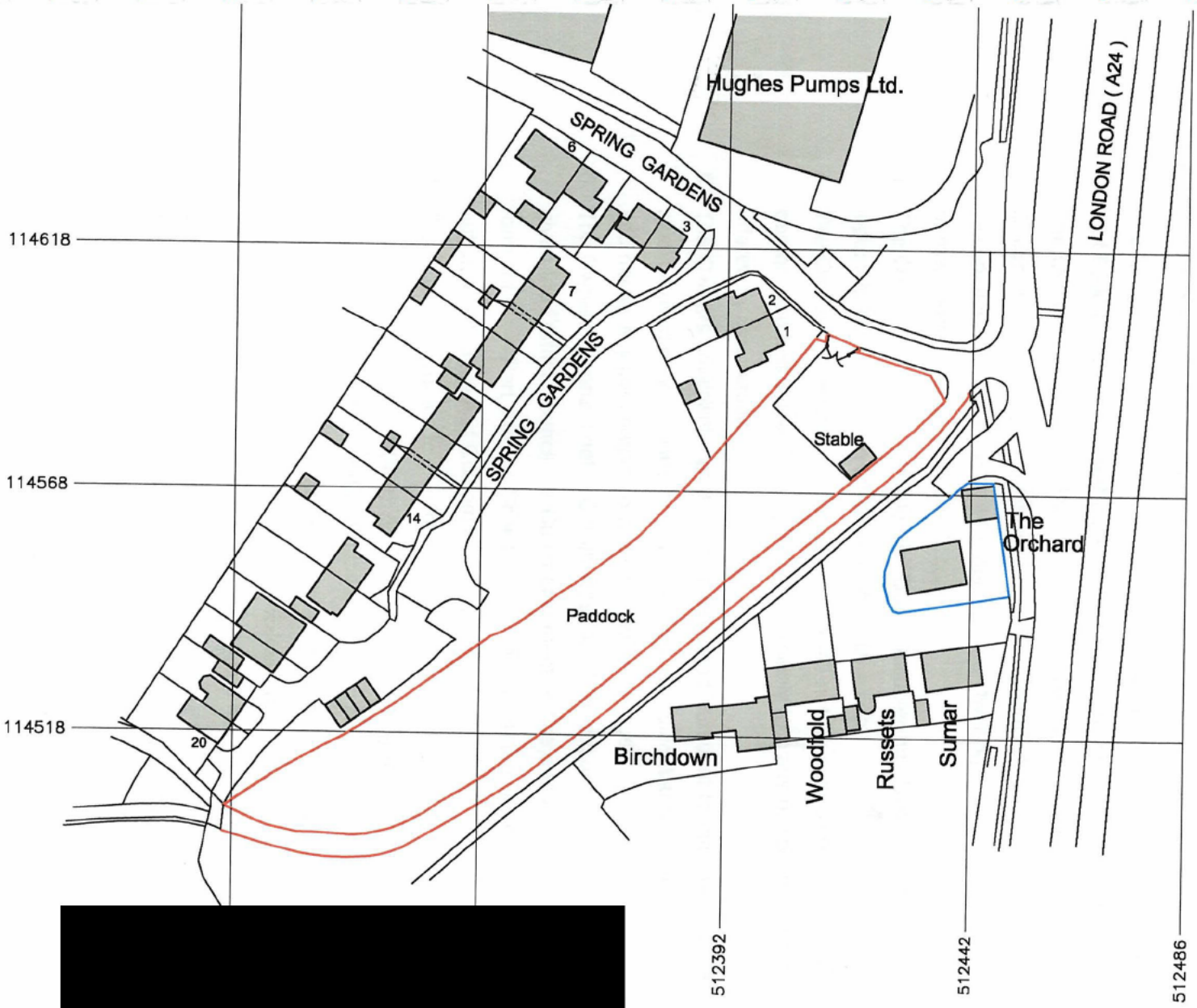
Authorised Officer



SCHEDULE 1

Plans

1. Application Site Plan entitled “Site Location Plan” with drawing number 684-01 dated November 2025.



[redacted]

This Drawing is
in conjunctior
No. 684–01 to
At all t

Rev.	Description
A	Drawing completed for Plan
Submission

The Client is advised to ascertain and comply wit
Regs 2015 and his obligations under the Part
Equality Act 2010 where ap
Contractors must verify all dimensions on site b
The copyright of this drawing
The drawing must not be disclosed
The drawings and drawing notes do not purport
required to complete the project, the notes are no
contractor is advised to verify the full extent o
This drawing to be read in conjunction with

Project
**Land East of Spri
Washington,
W. Sx.
RH20 3BP**

**LOCATION PLAN
Proposed Dwelling**

Client
Mr & Mrs Ripley

Drawing no. 684–(

Scale 1 : 1250 | Dat

KG DES
ARCHITECTURAL CC
Longacre, Bentons Lan
Horsham, West Sussex
Tel : 01403 711
E-MAIL : kgd@kgdes

Schedule 2

Self-Build and Custom Build Housing

Part 1 – Self-Building and Custom House Building

1. The Owners covenant that the Dwelling shall be constructed and completed only as a Self-Build and Custom Dwelling and shall not be constructed or completed otherwise.
2. The Owners covenant that the Dwelling shall be built or completed by the Self Build Occupier or by persons commissioned by the Self-Build Occupier and that upon first Occupation following Practical Completion the Dwelling shall be occupied as the only or main home by the Self-Build Occupier.
3. The Owners covenant that the Self Build Occupier has had and shall retain primary input into the final design and layout of the Dwelling.
4. The Owners covenant that the Dwelling shall not be built on a plot acquired from a person who builds the Dwelling wholly or mainly to plans or specification decided or offered by that person.
5. The Owners covenant that the stable relocated pursuant to the Planning Permission shall be used only in connection with the private residential occupation of the Dwelling and not for any commercial, business or livery purpose.
6. The Owners covenant not to Commence Development unless and until the Owner has given the District Council the Commencement Notice and a signed declaration in the form set out in Part 3 of this Schedule confirming that the Development is to be carried out as a Self-Build and Custom Dwelling.
7. The Owners covenant to give the District Council written notice of Practical Completion of the Dwelling within 5 (five) Working Days of the same occurring, such notice to be accompanied by a signed declaration in the form set out at Part 4 of this Schedule.
8. The Owners covenant not to Occupy or permit the Occupation of the Dwelling unless and until (a) Practical Completion has occurred; (b) the notice and declaration referred to in paragraph 7; and (c) the Occupation Notice has been served in accordance with clause 7.
9. The Owners covenant not to Occupy or permit the Occupation of the Dwelling otherwise than in accordance with the covenants in Part 1 of Schedule 2.

Part 2

10. The covenants in this Deed are planning obligations for the purposes of section 106 of the Act and bind the Application Site and each and every part of it and are enforceable by the District Council against the Owners and their successors-in-title.
11. The Owners covenant not to dispose of the whole or any part of the Application Site before Practical Completion unless the transferee has first been approved in writing by the District Council as the Self-Build Occupier and has given to the District Council a signed declaration in the form set out in Part 3 of this Schedule.

Part 3

DECLARATION BEFORE COMMENCEMENT OF DEVELOPMENT

To: Horsham District Council, Albery House, Springfield Road, Horsham, West Sussex RH12 2GB Site: Land to the south east of Spring Gardens, Washington, West Sussex

Planning Permission: appeal reference APP/Z3825/W/26/6009593 (LPA reference DC/26/0035) Date of the ~~Unilateral Undertaking~~: 2nd September 2026 Section 106 Agreement

We/I declare that:

(a) the Dwelling will be built or completed by us, or by persons working with or for us

(b) upon its first Occupation following Practical Completion the Dwelling will be Occupied as our main or primary home

(c) the Dwelling will not be built on a plot acquired from a person who builds the Dwelling wholly or mainly to plans or specifications decided or offered by that person

(d) we have had and will retain primary input into the final design and layout of the Dwelling

(e) the Dwelling will accordingly constitute self-build and custom housebuilding within the meaning of section 1(A1), read with section 1(A2), of the Self-build [redacted] Housebuilding Act 2015

Signe[redacted] ..... Samuel Ripley Date: 02/09/26

Signed: [redacted] ..... Kelly Marie Ripley Date: 02/09/26

Part 4 – Practical Completion

To: Horsham District Council, Albery House, Springfield Road, Horsham, West Sussex RH12 2GB Site: Land to the south east of Spring Gardens, Washington, West Sussex

Planning Permission: appeal reference APP/Z3825/W/26/6009593 (LPA reference DC/26/0035) Date of Practical Completion: .....

We/I declare that:

(a) the Dwelling has been built or completed by us, or by persons working with or for us

(b) the Dwelling is to be occupied as a home by us upon its first occupation

(c) the Dwelling was not built on a plot acquired from a person who built the Dwelling wholly or mainly to plans or specifications decided or offered by that person

(d) we had primary input into the final design and layout of the Dwelling

(e) the Dwelling accordingly constitutes self-build and custom housebuilding within the meaning of section 1(A1), read with section 1(A2), of the Self-build and Custom Housebuilding Act 2015

Signed: ..... Samuel Ripley Date: .....

Signed: ..... Kelly Marie Ripley Date: .....

Schedule 3

The Owner's Covenants to the Council - Biodiversity Net Gain

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

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

"Allocation"	attributing any BNG Capacity whether in respect of Biodiversity Units or Biodiversity Gain Land (BNG Land) by the Owner towards the Development's requirement to deliver biodiversity (and Allocate and Allocated and Allocations and Allocating shall be construed accordingly);
"Biodiversity Baseline"	the baseline of the Biodiversity Units on the Application Site prior to the Commencement of Development
"BNG Land"	the land for Allocating off-site BNG as may be set out in the HMMP and BNG Plan
"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.
Biodiversity Net 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 and containing information about the steps to be taken to minimise any adverse effect of the Development on the biodiversity of the onsite habitat or any other habitat to include: a) the Pre-Development Biodiversity Value providing the Biodiversity Baseline; b) the Post-Development Biodiversity Value; c) any registered offsite Biodiversity Gain Land Allocated to the Development and the biodiversity and the biodiversity value of that gain in relation to the Development;

	d) and any Biodiversity Units to be purchased as mitigation for the Development in the absence of onsite BNG or Allocation of Biodiversity Gain Land;
"BNG Monitoring Contribution"	the sum of £ 2,605 (two thousand six hundred and five pounds) 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 Owner to the District Council pursuant to this Schedule.
"Breach Notice"	a notice which may be served by the District Council on the Owner pursuant to paragraph XX 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 XX 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 Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph XX 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 for the statutory 30-year period, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a. a non-technical summary; a. details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; b. 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; c. 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 as set out in this Schedule; and d. the monitoring methodology in respect of the created or enhanced habitat, 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, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule.
"Monitoring Report"	the monitoring reports to be issued to the District Council as specified in the HMMP.
Post-Development Biodiversity Value	the value of the onsite habitat measured within [5 (five)] working days of Practical Completion and which measurement shall be evidenced by the Biodiversity Metric;
Pre-Development Biodiversity Value	the value of the onsite habitat measured within [5 (five)] working days of the grant of the Permission and which measurement shall be evidenced by the Biodiversity Metric;

The Owners covenant with the District Council as follows:

1. If a Disqualifying Event occurs requiring a Disqualifying Event Notice to be provided in accordance with clause 7.1.3, to submit a BNG Plan to the District Council for approval in writing within 20 (twenty) Working Days PROVIDED THAT this paragraph shall only apply if at the date of the Disqualifying Event the Development would be subject to a statutory requirement to deliver Biodiversity Net Gain if planning permission for the Development was being granted on the date of the Disqualifying Event;
2. To submit a HMMP within 20 (twenty) Working days of receiving the District Council's written approval of the BNG Plan.
3. On receipt of the Council's written approval of the HMMP, to fully implement the HMMP and

3.1. Where the HMMP requires the provision of BNG on the Application Site:

3.1.1. to complete the Habitat Creation and Enhancement Works required by the HMMP within 6 (six) months of the date upon which is it approved and thereafter to comply with the HMMP;

3.1.2. 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;

3.1.3. 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;

3.1.4. to monitor, manage and maintain the BNG in accordance with the HMMP for a minimum period of 30 (thirty) years from the date of the Certificate of Completion given pursuant to paragraph 4.1.2 of this Schedule or Practical Completion of the Development whichever is later;

3.1.5. not to Occupy the Development in breach of the obligations in this Schedule;

3.1.6. to submit to the Council a Monitoring Report on the dates set out in the Monitoring Report and as a minimum once annually for the first five (5) years after the date and thereafter once every 5 years for the period specified in paragraph 4.1.3;

3.1.7. 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:

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

3.1.7.2. the obligations in this Agreement;

3.1.7.3. any Breach Notice; and

3.1.7.4. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the BNG Land subject to the District Council providing the Owner with a minimum of 5 (five) Working Days' notice of its desire to enter onto the Application Site, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owner and/or their appointed contractors.

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

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

3.1.7.7. Where a Breach Notice is disputed:

(1) to include a reasoned response in the Breach Response Notice; and

(2) to make reasonable endeavours to resolve the measures in dispute with the District Council; and

(3) where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 3.1.7.7 (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.

(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).

3.1.8 To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 3.1.7.7 (4) within the time limits specified in the Expert's determination.

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

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

3.1.10 any other land in the Owner's control necessary to access the BNG Land, PROVIDED THAT that the notice and health and safety requirements specified in paragraph 3 are complied with.

3.1.11 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 3.1.9 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

3.1.12 In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 3.1.12 of this Schedule, the District Council shall be entitled to recoup its costs (together with Interest from the date the payment became due) from the Owner of the Application Site or its successors in title and may secure the same by registering a charge or restriction on the title of the Application Site at HM Land Registry.

3.2 Where the BNG Plan requires the purchase of Biodiversity Units or Statutory Credits, to provide written evidence to the District Council of the purchase of those units (or credits) within 6(six) months of the receipt of the District Council's written approval of the BNG Plan (including but not limited to, where appropriate, any legal agreement entered into in order to secure the Biodiversity Units/Credits and evidence of the registration of the Biodiversity Units/Credits with Natural England).

3.3 Where the BNG is to be provided on the Application Site, to pay the BNG Monitoring Contribution within 10 (ten) Working Days of the approval of the HMMP.