

DATED 9 JULY 2026

(1) MID SUSSEX DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) ELIZABETH EMMA NORRIS; SOPHIA KATE CODRINGTON; MELANIE LOUISE SKINNER;
RICHARD HENRY ARTHUR NORRIS

(4) FAIRFAX ACQUISITIONS LIMITED

**PLANNING OBLIGATION BY WAY OF
AGREEMENT**

relating to Land East of Ansty Way Cuckfield By pass
Cuckfield West Sussex



Pinsent Masons

CONTENTS

	Page
1. INTERPRETATION AND DEFINITIONS	1
2. LEGAL BASIS	34
3. CONDITIONALITY	34
4. THE OWNER'S COVENANTS TO THE COUNCILS	35
5. COVENANTS BY THE DISTRICT COUNCIL	35
6. COVENANTS BY THE COUNTY COUNCIL	35
7. PROMOTER'S CHARGE AND MORTGAGEES	35
8. RELEASE	36
9. LOCAL LAND CHARGE	36
10. THE DISTRICT COUNCIL'S AND COUNTY COUNCIL'S COSTS	36
11. INTEREST ON LATE PAYMENT	36
12. OWNERSHIP	36
13. NO FETTER OF DISCRETION	37
14. WAIVER	37
15. AGREEMENTS AND DECLARATIONS	37
16. NOTICES	38
17. THIRD PARTY RIGHTS	39
18. DISPUTES	39
19. DELIVERY	40
20. GOVERNING LAW	40
SCHEDULE 1 CONTRIBUTIONS TO THE DISTRICT COUNCIL	41
SCHEDULE 2 AFFORDABLE HOUSING	42
PART 1 AFFORDABLE HOUSING – GENERAL PROVISIONS	42
PART 2 AFFORDABLE HOUSING (EXCLUDING FIRST HOMES)	43
PART 3 FIRST HOMES	45
SCHEDULE 3 CUSTOM AND SELF BUILD HOUSING	49
SCHEDULE 4 CARE PROVISION	52
SCHEDULE 5 GREEN AND PLAY SPACES	54

SCHEDULE 6 ALLOTMENTS	56
SCHEDULE 7 NEIGHBOURHOOD CENTRE.....	57
SCHEDULE 8 SPORTS OBLIGATIONS	60
SCHEDULE 9 PRIMARY SCHOOL.....	61
SCHEDULE 10 SEND SCHOOL LAND	65
SCHEDULE 11 COUNTY COUNCIL CONTRIBUTIONS	68
SCHEDULE 12 HIGHWAYS.....	70
SCHEDULE 13 COVENANTS TO THE OWNER BY THE DISTRICT COUNCIL.....	74
SCHEDULE 14 COVENANTS TO THE OWNER BY THE COUNTY COUNCIL	75
APPENDIX 1 LAND PLAN	
APPENDIX 2 THIRD PARTY LAND	
APPENDIX 3 ILLUSTRATIVE MASTERPLAN	
APPENDIX 4 BUS STRATEGY	
APPENDIX 5 DECIDE AND PROVIDE STRATEGY FRAMEWORK	
APPENDIX 6 FORM B EDUCATION SITE SUITABILITY CHECKLIST	
APPENDIX 7 HIGHWAY WORKS DRAWINGS	
APPENDIX 8 HIGHWAY WORKS SCHEDULE	
APPENDIX 9 PRIMARY SCHOOL FACILITY DEVELOPMENT AGREEMENT	
APPENDIX 10 PRIMARY SCHOOL FACILITY TRANSFER	
APPENDIX 11 SEND SCHOOL LAND TRANSFER	
APPENDIX 12 FORM OF DRAFT NOMINATION AGREEMENT	
APPENDIX 13 PAYMENT NOTICE	

THIS DEED is made on

9 JULY

2026

BETWEEN:

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS (the "**District Council**");
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (the "**County Council**");
- (3) **ELIZABETH EMMA NORRIS** of Hoadsherf Farm, Deaks Lane, Ansty, Haywards Heath RH17 5AS and **SOPHIA KATE CODRINGTON** of 4 East Sheen Avenue, London SW14 8AS and **MELANIE LOUISE SKINNER** of 15 High Park Road, Farnham, Surrey, GU9 7JY and **RICHARD HENRY ARTHUR NORRIS** of 689 East Maddisons Road, Rolleston, 7614 New Zealand (the "**Owner**"); and
- (4) **FAIRFAX ACQUISITIONS LIMITED** (company number 05322193) whose registered office is at Buncton Barn, Buncton Lane, Bolney, Haywards Heath, RH17 5RE (the "**Promoter**").

BACKGROUND:

- (A) The Owner is the freehold owner of part of the Land with title absolute of title numbers WSX195013; WSX4915; WSX128619; WSX196740; WSX200766 and WSX186417.
- (B) The Promoter entered into a promotion agreement with the Owner in respect of the Land dated 8 March 2019 as subsequently amended pursuant to deeds of variation. The Promoter also has the benefit of a registered charge dated 8 March 2019 against title numbers WSX195013; WSX4915; WSX128619; WSX196740 and WSX186417.
- (C) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (D) The Land is within a Designated Rural Area.
- (E) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (F) The Owner and Promoter made the Application to carry out the Development validated on 21 November 2023.
- (G) The Owner and Promoter submitted the Planning Appeal (start letter dated 16 February 2026) following the District Council's refusal of the Application on 17 October 2025.
- (H) The Parties have agreed to enter into this Deed to make provision for the satisfactory development of the Land in the event that Planning Permission is granted pursuant to the Planning Appeal and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 are met.

IT IS AGREED as follows:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

1.1 In this Deed:

"Act"

means the Town and Country Planning Act 1990 as amended

"Additional First Homes Contribution"

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 10.8 and 10.9 and 12 of Schedule 2 , the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee (First Homes) of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs that are payable by the First Homes Owner to the Mortgagee (First Homes) under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

"Affordable Housing"

means housing to include Affordable Rented Units, Social Rented Units and First Homes and/or Shared Ownership Units provided to specified eligible households whose needs are not met by the market and which shall:

- (a) meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), determined with regard to local incomes and local house prices and
- (b) include provision for the homes 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 subject to any such recycling of the subsidy being in accordance with the requirements of Homes England

"Affordable Housing Land"

means that part of the Land within which each Reserved Matters Approval relating to a Phase identified in the Affordable Housing Scheme as land upon which Affordable Housing Units are to be constructed

"Affordable Housing Scheme"

means a scheme to be submitted to the District Council for its written approval prior to Commencement of each Reserved Matters Approval which includes Dwellings, which shall include:

- (a) the location of the Affordable Housing Land within that Reserved Matters Application and
- (b) the proposals approved by the Responsible Officer for Housing for the provision of the Affordable Housing Units within each and every Reserved Matters Application which delivers Affordable Housing Units which shall

comprise 30% of the total number of Dwellings and which shall be split 75% Social Rented Units or Affordable Rented Units and 25% First Homes and/or Shared Ownership Units (and for the avoidance of doubt the overall Affordable Housing Scheme mix shall be in broad conformity with the Overall Scheme Mix) which scheme shall in any event comply with the Affordable Housing SPD

- "Affordable Housing SPD"** means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25 July 2018
- "Affordable Housing Units"** means at least 30% of the total number of Dwellings (and if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded up) split: 75% Social Rented Units or Affordable Rented Units and 25% First Homes and/or Shared Ownership Units and in conformity with the Overall Scheme Mix unless otherwise agreed in writing by the Responsible Officer for Housing) together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Dwellings and a minimum of two parking spaces per three and four bedroom Dwellings and gardens / amenity land which are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme and the Nomination Agreement and **Affordable Housing Unit** is any part of the Affordable Housing Units capable of separate occupation
- "Affordable Rented Unit"** means an Affordable Housing Unit which is rented housing let by registered providers of social housing to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than eighty per cent (80%) of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and **"Affordable Rented"** shall be construed accordingly
- "Allocation Scheme"** means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended. The Local Connection Criteria will be detailed in the Nomination Agreement and the site is in a Designated Rural Area
- "Allotments"** means the area of 0.63ha of land shown for illustrative purposes on the Illustrative Masterplan for the provision of allotments and **"Allotments Land"** shall be construed accordingly
- "Allotments Specification"** means the specification for the provision of the Allotments to be agreed between the District Council and Parish Council (or such other private allotment society or management company approved

by the District Council in writing) and the Owner which shall include but not be limited to:

- (a) timescales for delivery
- (b) pedestrian access to and from the Allotments Land including details of temporary access whilst the Development is constructed
- (c) water, electricity and other service installations required by the Parish Council (or such other private allotment society or management company approved by the District Council in writing)
- (d) the laying of good quality topsoil to the depth to be agreed with the Parish Council (or such other private allotment society or management company approved by the District Council in writing)
- (e) fencing to enclose the Allotments Land
- (f) lockable gate to the Allotments Land
- (g) a seed shed
- (h) any other reasonable requirements required by the District Council or Parish Council in its capacity as allotments authority (or such other private allotment society or management company approved by the District Council in writing)

"Alternative Bus Strategy"	means alterations or amendments to the Bus Strategy or any part thereof which may include (without restriction or limitation) the bus routing the frequencies the hours of operation and implementation triggers
"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
"Application"	means the outline planning application (all matters reserved except for access) for the redevelopment of land to the east of Ansty to create a new Garden Community, comprising of the erection of up to 1,450 homes (including 30% affordable housing), up to 90 residential care units (C2 class), a primary school, a SEND school, health hub, sports facilities including all weather hockey pitches and tennis centre, allotments, retail, community and employment uses together with ancillary and associated development including new and enhanced pedestrian/cycle routes, open spaces, and landscaping validated by the District Council on 21 November 2023 and allocated reference DM/23/2866
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

"BCIS Index"	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify
"Biodiversity Net Gain"/ "BNG"	means a net gain in biodiversity at the time when the Development on the Land is completed, as evidenced and calculated by the biodiversity net gain statutory metric published by the Department for Environment, Food & Rural Affairs from time to time for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement
"BNG Monitoring Fee"	means the sum of Fifteen Thousand Pounds (£15,000) to be paid to the District Council towards the costs of monitoring the BNG Plan
"BNG Plan"	means a plan (or plans where the BNG is to be delivered on a Phased basis) to be approved by the District Council which sets out the detail of how the Biodiversity Net Gain will be legally secured, delivered, managed, maintained and monitored on the Land and/or off the Land for the minimum period of 30 years from its completion as secured by a condition to the Planning Permission
"Bus Service"	means the following services to serve the Development: (a) To/from Haywards Heath via Cuckfield route ("Route 1"): (i) two (2) buses per hour during daytime hours Monday – Saturday and (ii) one (1) buses per hour during evening hours Monday – Saturday and Sundays (b) To/From Haywards Heath to Burgess Hill ("Route 2"): (i) one (1) bus per hour during daytime hours Monday – Saturday and (ii) one (1) bus per hour during evening hours Monday – Saturday and Sundays and shall also include any temporary alternative services during the construction of the Development to be agreed in accordance with the Bus Strategy
"Bus Service Agreement"	means an agreement or agreements for the provision of the Bus Service which ensures that the Owner provides financial support to ensure the operation of the Bus Service by the Bus Service Provider for the Bus Service Period
"Bus Service Period"	means the period of time that the Bus Service will be provided for which will cease upon the later of: (a) two years from final Occupation of the Development; or (b) 12 years from Commencement of Development
"Bus Service Provider"	means such provider or providers as are included on the County Council's list of approved operators and/or tenderers for bus

services or any alternative provider that has been approved in writing by the County Council

"Bus Strategy"

means the written strategy for the Bus Service substantially in the same form as the "Bus Strategy" appended to this Deed at Appendix 4 to be submitted in writing by the Owner for the approval of the County Council and shall include (but not be limited to) the following:-

- (a) funding arrangements;
- (b) routing details;
- (c) frequency of services;
- (d) timescales for the delivery of the Bus Service taking into account the Phasing of the Development;
- (e) any temporary changes to the Bus Service or interim provision during the construction phase of the Development where the Bus Service would be impacted,

and shall include any further variations/amendments agreed in writing by the County Council

"Car Club"

means a car hiring club which Occupiers of the Development may join and which allows members to hire a car made available by the Car Club Operator from a Car Club Parking Space

"Car Club Outline Management Plan"

means a plan setting out the details of how the Car Club Parking Spaces will be delivered and how the sequencing of the Car Club Parking Spaces will be delivered across the Phases of the Development and how it will be managed

"Car Club Phase Management Plan"

means a plan for each Phase identified as including a Car Club Parking Space setting out the details of how the Car Club Parking Space(s) for the relevant Phase will be delivered and how it will be managed and which shall include:

- (a) detailed plan showing the layout of the spaces
- (b) the number of Car Club Vehicles to be provided with the Phase so that there is a minimum of three spaces for the site
- (c) details of signage to be provided
- (d) arrangements for the appointment of a Car Club Operator
- (e) details of how the Owner will promote usage and expansion of the Car Club
- (f) details of how the Owner will facilitate and manage future expansion of the Car Club and any required additional Car Club Parking Space(s)
- (g) proposals for the management of the Car Club Parking Space(s)

	(h) details of the two year monitoring period including assessments after each Phase and following completion of the Development to see if there is a need for additional spaces to be added to the Car Club and details of how the additional space will be provided (up to a maximum of four)
"Car Club Membership"	means in respect of the first Occupier of each Dwelling, one-year free membership of the Car Club and £50 drive time voucher commencing on the date when that Occupier first Occupies the Dwelling provided that free membership shall only offered to one Occupier per Dwelling
"Car Club Operator"	means a company to operate Car Clubs as is agreed with the County Council in writing
"Car Club Parking Spaces"	means the three (and up to four subject to demand) car parking spaces together with the same number of electric vehicle charging facilities to be provided in accordance with the Car Club Outline Management Plan and the Car Club Phase Management Plan
"Car Club Vehicle"	means a vehicle provided by the Car Club
"Care Dwellings"	means up to 90 (ninety) bed residential Care Units / Extra Care provision (including a residential house, flat or maisonette) falling within Use Class C2 of the Use Classes Order to be constructed pursuant to the Planning Permission which shall exclude the Dwellings and "Care Dwelling" shall be construed accordingly
"Care Transfer"	means a freehold transfer on an open market commercial basis of the Care Dwellings on the terms of transfer at paragraph 4 of Schedule 4
"Care Unit"	means a unit for the provision of accommodation and care to people in need of Residential Care (other than a use within class C3 Dwelling) pursuant to class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) for Occupation by Primary Residents comprised within the Development
"Care Marketing Strategy"	means the written strategy for the marketing, advertising and promotion of the Care Dwellings to potential Care Providers for Care Transfer and which shall at least include: (a) the period of time that the Care Marketing Strategy shall be implemented for (being the Care Home Marketing Period) (b) detailed particulars of the Care Dwellings to be circulated to a regional range of medical practitioners, providers and health care commissioners (c) details of the sale price (d) how, where and when the Care Dwellings are to be offered to the open market to attract a Care Provider, including use of placing appropriate advertisements and appointing specialist marketing agents

"Care Marketing Period"	means the earlier of (a) a period of three (3) years from the date of the approval of the Care Marketing Strategy by the Council or (b) until such time as a Care Transfer takes place
"Care Provider"	means a suitable specialist provider of care accommodation who may or may not be an NHS provider who is or could be an occupier or owner of the Care Dwellings from time to time with an interest in utilising the Care Dwellings to provide care on the basis of the Care Terms
"Care Scheme"	means the scheme to be submitted in accordance with paragraphs 1 and 1.2 of Schedule 4 and which shall confirm the location and type of the Care Dwellings and the Care Marketing Strategy and as may be amended from time to time subject to the approval of the District Council
"Care Terms"	means: (a) in a clean condition, clear of any debris, rubble and other waste or materials (b) connected to Services and (c) subject to a restrictive covenant that the Care Dwelling may not be used otherwise than for the provision of Residential Care (Use Class C2)
"Certificate of Practical Completion"	means a certificate of practical completion confirming that all works to which the certificate relates are Practically Complete in accordance with the relevant specification as required pursuant to this Deed
"Chargee"	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units
"Chargee's Duty"	means the tasks and duties set out in paragraph 8 of Schedule 2
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as may be amended from time to time)
"Commencement Date"	means the date on which the Commencement of the Development occurs
"Commencement Notice"	means the written notice confirming the Commencement Date and served in accordance with Clause 16
"Commencement of the Development"	means the carrying out of a material operation pursuant to the Planning Permission as defined in section 56(4) of the Act save that the carrying out of any works of demolition, works of site clearance, ground investigation and site survey works, ecological works, construction of boundary fencing or hoardings, archaeological investigation, site decontamination or remediation works, laying or diverting of sewers and other services, the erection of advertisements and site notices shall not be considered to be

Commencement of Development and all references to **Commence**, **Commenced** and **Commencement** shall be construed accordingly

"Community Use Building"	means a standalone building of up to 400sqm provided as part of the Neighbourhood Centre for local community use to be provided in accordance with the Community Use Building Specification
"Community Use Building Maintenance Contribution"	means the financial sum of £104,985 payable to the District Council upon Transfer of the Community Use Building (as applicable)
"Community Use Building Specification"	means a specification for the Community Use Building to be approved as part of the Neighbourhood Centre Specification and shall include the following details: location, extent, general arrangements, points of access and egress, internal floorplans, fit-out (including flooring, kitchen, toilets, heating, insulation and decoration), external elevations and materials, the associated car parking and outdoor amenity space
"Compliance Certificate"	means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 10.2 of Schedule 2 applies the Eligibility Criteria (Local)
"Contamination"	means the presence or accumulation of any Hazardous Substances at, in, on, above or under the Primary School Land including the migration or escape of any Hazardous Substance to or from the Primary School Land
"Councils"	means the District Council and the County Council
"County Council Contributions"	means the Fire and Rescue Contribution, the Libraries Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Traffic Regulation Order Contribution and (if applicable) the Health Contribution
"County Council Monitoring Contribution"	means the total sum of £7,695 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development
"Decide and Provide Strategy"	means the written strategy to be approved with the County Council substantially in accordance with the Decide and Provide Strategy Framework and which shall set out the strategy for monitoring predicted traffic forecasts and which includes provisions to provide potential fallback mitigation depending on the results of the monitoring together with such variations as may be agreed between the Owner and the County Council in writing
"Decide and Provide Strategy Framework"	means the framework for the Decide and Provide Strategy as appended to this Deed at Appendix 5
"Decision Letter"	means a decision letter by the Secretary of State (or the Planning Inspector) in respect of the Planning Appeal
"Deed"	means this Deed
"Default Interest Rate"	means 4% (four percent) per annum above the Base Rate of the Bank of England and "Interest" shall be construed accordingly

“Designated Rural Area”	means an area designated under the Housing (Right to Acquire or Enfranchise) (Designated Rural Areas in the South East) Order 1997 as a protected area;
“Development”	means the development of the Land as set out in the Application and authorised by the Planning Permission
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%;
“Disposal”	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 11 of Part 2 of Schedule 2 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and “Disposed” and “Disposing” shall be construed accordingly
“District”	means the area comprised in the district of Mid Sussex (as defined in Section 1(4) of the Local Government Act 1972 and the Statutory Instruments made under the said 1972 Act)
“District Council Contributions”	means the Gypsy and Traveller Contribution, Off-Site Sports Contribution, Police Contribution and Recycling Contribution
“District Council Monitoring Contribution”	means the sum of £12,000 towards the District Council's costs of monitoring the implementation of this Deed
“District Plan”	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 th March 2018
“Dwelling”	means any dwelling (including a house, flat or maisonette) within use class C3 of the Use Class Order to be constructed pursuant to the Planning Permission and “Dwellings” shall be construed accordingly
“Eligibility Criteria (National)”	means criteria which are met in respect of a disposal of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
“Eligibility Criteria (Local)”	means criteria published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser meets the Local Connection Criteria (First Homes) (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria (First Homes)); or
- (b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

“Exempt Disposal”

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 12 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 11 of Part 2 of Schedule 2

“Extra Care”

means a Care Dwelling providing extra care to a Primary Resident within Use Class C2 to be constructed pursuant to the Planning Permission

“Environment”

means all or any of the following media, namely air (including the air within buildings and the air within other natural or man-made structures above or below ground), land and water (including surface water and groundwater) and any ecological systems or living organisms (including humans) supported by those media;

"Fallback Mitigation"

means the fallback mitigation set out in the Decide and Provide Strategy Framework unless otherwise agreed in writing

"Fallback Mitigation Scheme"

means a scheme setting out:

- (a) the required Fallback Mitigation applicable to the relevant survey point as set out in the Decide and Provide Strategy Framework, unless otherwise agreed in writing and
- (b) how that Fallback Mitigation is to be provided including a programme for delivery of the same and details of Requisite Consents (if any) including any necessary road safety audits required for the provision of the same

“Financial Contribution Trigger”

means a trigger contained within this Deed applicable to the County Council Contributions

“Fire and Rescue Contribution”

means the financial contribution payable to the County Council for the provision of fire service infrastructure (excluding fire hydrants) to serve the additional needs of the community generated by the Development and to be used towards expansion of fire and rescue capacity which could be built infrastructure or investment in new technology/ equipment and which shall be payable and calculated for each Reserved Matters Approval in accordance with the following formula:

$$Y \times Z = \text{Fire and Rescue Service Contribution where:}$$

Note: x = multiplied by.

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Dwellings, less any Social Rented Units (which for the avoidance of doubt in Mid Sussex District the discount is 33% for social rented units but for all other forms of affordable tenure no discount is applied) as approved by a subsequent Reserved Matters Approval. Using the latest published occupancy rates from census statistics published by the Office for National Statistics, with the current occupancy rates given as a guideline:

Dwelling Size		Occupancy House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2025/26 was £71 (seventy one) for Mid Sussex.

“First Disposal”

means the initial Disposal by the owner of a First Home to an owner/occupier or the District Council as applicable

“First Home”

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and First Homes shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of this Agreement. First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance. The internal specification of the First Homes shall not be by reason of their being First Homes be inferior to the internal specification of the equivalent

Market Dwellings but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted

“First Homes Owner”

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner/Promoter; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) a tenant or sub-tenant of a permitted letting under paragraph 11 of Part 2 of Schedule 2;

“First Occupation”

means the date on which the Occupation of any Dwelling begins and **“First Occupation Date”** shall be construed accordingly

“First Occupation Notice”

means the written notice confirming the date of First Occupation and served in accordance with Clause 16

“First Time Buyer”

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

“Fit-Out”

means fixing and/or installing such permanent fixtures and fittings which are required for the operation of a school which shall be set out in the Primary School Specification and **“Fitted Out”** shall be construed accordingly

“Framework Travel Plan”

means the framework travel plan to be submitted to the County Council for approval pursuant to paragraph 1.1 of Schedule 12 subject to any amendments agreed in writing by the County Council from time to time and based upon the framework travel plan submitted as part of the Application prepared by Ardent Consulting Engineers dated December 2024 ref 2207280-R10A

“Framework Travel Plan Co-ordinator”

means the person appointed by the Owner responsible for securing the implementation of the Framework Travel Plan

“Framework Travel Plan Monitoring Fee”

means the sum of £5,640 Index Linked payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development

“Green and Play Spaces”

means together the Open Space and Play Space

“Green and Play Spaces Specification”

means a specification and scheme for the provision of the Green and Play Spaces comprising plans and details of the location, extent, layout, any landscaping, surface treatment, the location of any SuDS, the materials, equipment, planting, fencing, litter bins, lighting and public furniture to be used or installed to include (but not be limited to) details of the following:

- (a) the location and boundaries of the Green and Play Spaces;

	(b) the specification for the Green and Play Spaces which shall reflect the specification recommended by Fields in Trust (formerly the National Playing Fields Association); (c) the timetable for the construction and delivery the of the Green and Play Spaces, including proposed phasing; (d) the proposed Open Space and LEAPS to be transferred to the Council in accordance with Schedule 5 (e) the proposed Open Space to be retained by the Owner and management and maintenance proposals for any such Open Space (f) details of the NEAP and MUGA to be retained by the Owner and management and maintenance proposals
“Gypsy and Traveller Contribution”	means the financial contribution of £450,000 towards off-site provision and/or off-site facilities for gypsy and travellers in accordance with policy SA20 of the District Plan which sum shall be subject to adjustment in accordance with the provision of Schedule 1
“Hazardous Substances”	means any natural or artificial substance (whether solid, liquid, vapour or gas) which alone or in combination with any other substance is capable of causing harm to the Environment or the health of any living organism supported by the Environment
“Health Contribution”	means (if applicable) the sum of £4,500,000 (Index Linked as per the County Council Contributions) payable in the event the Health Facility is not provided as part of the Development and to be used towards provision of GP services serving the areas of Burgess Hill Cuckfield, and Haywards Heath payable in accordance with the provision of Schedule 7
“Health Facility”	means the provision of a health facility of 600sqm and including parking, ambulance/patient transport access provided in accordance with the Health Facility Specification which shall form part of the Neighbourhood Centre
“Health Facility Negotiation Period”	means 24 (twenty four) months from the date of this Deed (unless otherwise agreed with the District Council in writing)
“Health Facility Specification”	means the specification to be agreed between the Sussex Community NHS Foundation Trust and the Owner for the Health Facility setting out the detailed design of the Health Facility and to be delivered to a value of £4,500,000
“Highway Agreement”	means an agreement pursuant to section 38 and/or section 278 of the Highways Act 1980
“Highway Works”	means the provision of the following on land that is part of the Land or existing public highway: (a) works to the cycle route to Haywards Heath as shown indicatively on Highway Works Drawing 1 (“Haywards Heath Cycle Route Works”)

- (b) works to the northern access (A272) as shown on Highway Works Drawing 2 ("**Northern Access Works**")
- (c) works to the southern access as shown on Highway Works Drawing 3 ("**Southern Access Works**")
- (d) works to the western access as shown on Highway Works Drawing 4 ("**Western Access Works**")
- (e) works to the roundabout as shown indicatively on Highway Works Drawing 5 ("**Roundabout Improvement Works**")
- (f) works to the cycle Connections A272 / Bolney Road / B2036 as shown indicatively on Highway Works Drawing 6 ("**Cycle Connections A272 Works**")
- (g) works to improve the PRow Footway 8aCU towards Cuckfield to enhance the connection to Warden Park Academy ("**PRow 8aCU Works**")
- (h) works to the PROW Footway 69CR towards Copyhold Lane to enhance the connection onto Bridleway 67CR and which includes works to cut back vegetation along 69CR to recreate the three (3no) metre width it should have and improvement to the surface of the remainder of 69CR within the Land to the County Council's bridleway specification and improvement of the surface of the remainder of 69CR outside of the Land to the same specification ("**PRow 69CR Works**")
- (i) Surface improvement works to be made under the County Council's right to maintain or improve existing public rights of way to PRow Bridleway 67CR / 50bCU ("**PRow 67CR / 50bCU Works**")
- (j) Works to upgrade facilities at B2036 London Road/Ardingly Road mini roundabout as shown indicatively on Highway Works Drawing 5 ("**B2036 London Road/Ardingly Road Works**")

"Highway Works Drawing 1"	means sheets 1 and 2 2207280-SK05 Rev H showing indicatively the Haywards Heath Cycle Route Works
"Highway Works Drawing 2"	means 2207280-003 Rev G showing the Northern Access Works
"Highway Works Drawing 3"	means 2207280-005 Rev E showing the Southern Access Works
"Highway Works Drawing 4"	means 2207280-004 Rev G showing the Western Access Works
"Highway Works Drawing 5"	means 2207280-002 Rev B showing indicatively the Roundabout Improvement Works
"Highway Works Drawing 6"	means 2207280-007 Rev D showing indicatively the Cycle Connections A272 Works

"Highway Works Drawings"	means Highway Works Drawing 1, Highway Works Drawing 2, Highway Works Drawing 3, Highway Works Drawing 4, Highway Works Drawing 5 and Highway Works Drawing 6 attached to this Agreement at Appendix 7
"Highway Works Schedule"	means the indicative timetabling schedule of Highway Works appended to this Deed at Appendix 8
"Highway Works Scheme"	means a scheme in respect of the Highway Works and submitted in accordance with paragraph 3.2 of Schedule 12 and shall include the following details: (a) detailed plans of the works based on the Highway Works Drawings; (b) timescales for delivery which shall be indicatively based on the Highway Works Schedule; (c) linkage to the agreed Phasing approved by condition to the Planning Permission and any such amendments as agreed in writing between the County Council and the Owner
"Highway Contribution"	means the maximum sum of £250,000 which may be payable by the Owner to the County Council in accordance with the Decide and Provide Strategy in accordance with Schedule 12
"Homes England"	means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body
"Illustrative Masterplan"	means the plan with reference D3012-FAB-00-XX-DR-Y-009 Rev 14 as appended to this Deed at Appendix 3
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
"Index Linked"	means (a) in relation to the District Council Contributions, that the District Council Contributions payable under this Deed shall be increased in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A/B)$$

Where:

Relevant Amount = the payment to be RPI indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

- (b) in relation to the County Council Contributions and the Health Contribution (if applicable), that the County Council Contributions and the Health Contribution (if applicable) payable by the Owner under this Deed shall be increased by the application of the following formula:

$A = B \times C$ 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 BCIS Index figure which applies at the date the payment falls due

D is the BCIS Index on 1 April 2026 for the Health Contribution, Libraries Contribution, Secondary Education Contribution, Sixth Form Education Contribution and Traffic Regulation Order Contribution and 1 January 2022 for the Primary School Facility Contribution

and “**Indexation**” and “**Indexed**” shall be construed accordingly

“**Land**”

means the land against which this Deed may be enforced known as land East of Ansty Cuckfield Bypass Cuckfield and is shown for identification purposes only edged red on the Land Plan

“**Land Plan**”

means the plan identifying the Land and annexed to this Deed at Appendix 1

“**LEAPs**”

means the three (3) local equipped areas for play shown for illustrative purposes on the Illustrative Masterplan

“**Libraries Contribution**”

means the financial contribution payable to the County Council for the provision of library service infrastructure to serve the additional needs of the community generated by the Development and to be used towards additional facilities at Haywards Heath Library and which shall be payable and calculated for each Reserved Matters Approval in accordance with the following formula:

$L/1000 \times AP$ = Library Contribution where:

Note: x = multiplied by.

L/1000 = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2025/2026 are 30 sq.m and £6,621 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Housing Units/Dwellings as approved by a subsequent reserve matters planning application.

WSSC use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

Using the above occupancy rates to determine an overall population increase the cost multiplier is applied to calculate the level of contribution

“Local Connection Criteria”

means the criteria included in the Nomination Agreement

“Local Connection Criteria (First Homes)”

means either (a) or (b) below:

- (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:
 - (i) is ordinarily resident within the Mid Sussex District Council’s administrative area and has been for a continuous period of not less than 12 consecutive months prior to exchange of contracts for the relevant First Home and/or
 - (ii) who has a close family association with the Mid Sussex District Council’s administrative area by reason of a parent or child who is ordinarily resident within the Mid Sussex District Council’s administrative area
- (b) such other local connection criteria as may be published by the District Council from time to time as its “First Homes Local Connection Criteria” and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the

relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal]

"Local Housing Allowance"	means 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 for Work and Pensions or such similar framework that may replace it
"Market Housing Units"	means Dwellings which are general market housing for sale on the open market and which are not the Affordable Housing Units (and may also be referred to as "Open Market Dwellings")
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the minimum 30% discount in the valuation
"Marketing Period"	means the period of not less than 18 (eighteen) months from the date when the Marketing Strategy is approved by the Council
"Marketing Strategy"	means the strategy to be followed during the Marketing Period for the purposes of marketing the Self-Build and Custom-Build Plots for freehold disposal to prospective purchasers and which may include but is not limited to: (a) preparing detailed particulars of the Self-Build and Custom-Build Plots to be advertised locally and regionally (b) placing adverts online and in local/regional newspapers (c) details of the pricing mechanism and such information required to satisfy the Council the proposed freehold disposal price is reasonable and achievable (d) appointing appropriate local estate agents and (e) including the Self-Build and Custom-Build Plots in marketing and advertising for the sale of the Marketing Housing Units
"Mortgagee (First Homes)"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"MUGA"	means the multi use games area shown for illustrative purposes on the Illustrative Masterplan
"National Space Standard"	means the nationally described space standard as set out in the document entitled 'Technical housing standards – nationally described space standard', March 2015 issued by the Department for Communities and Local Government (as amended from time to

	time) or such other successor replacement nationally described space standard
"NEAP"	means the neighbourhood equipped area for play shown for illustrative purposes on the Illustrative Masterplan
"Neighbourhood Centre"	means the neighbourhood centre shown for illustrative purposes on the illustrative Masterplan
"Neighbourhood Centre Specification"	means the specification setting out the detailed design for the Neighbourhood Centre which shall include: (a) details of in respect of at least 200sqm of uses within Use Class E (b) details of the Health Facility (where Health Facility Terms are agreed with Sussex Community NHS Foundation Trust and the Health Facility is to be delivered within the Neighbourhood Centre) and (c) the Community Use Building Specification
"Nomination Agreement"	means an agreement between the District Council and the Registered Provider under which: (a) the District Council exercises its right to nominate prospective occupiers for the Affordable Rented Units and Social Rented Units in accordance with Part VI of the Housing Act 1996 section 159 (b) provides for the District Council to have the right to nominate 100% of the prospective occupiers of the Affordable Housing Units on the first letting (c) (unless otherwise agreed in writing by the Responsible Officer for Housing) provides for the District Council to have the right to nominate 100% of the prospective occupiers of the Affordable Housing Units on any reletting (d) shall include the District Council's right to nominate on the grant of each and every Shared Ownership Lease (where applicable) and (e) shall be substantially in the form annexed hereto at Appendix 12
"Nominee"	means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council. The Local Connection Criteria will be detailed in the Nomination Agreement and the site is in a Designated Rural Area
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly

“Occupancy Requirement”

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey (excluding staircases & hallways in the case of duplex flats/coach houses/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m ²	58m ²	
2	4	70m ²	79m ²	
3	5		93m ²	99m ²
3	6		102m ²	108m ²
4	6		106m ²	112m ²

“Off-Site Sports Contribution”

means the sum of £1,260,000 (Index Linked) payable towards, either:

- (a) pitch drainage improvement works to the Beech Farm Field pitches;

OR (in the event this is not delivered within the period of five (5) years from the date of the Planning Permission)
- (b) support sports facilities development at Cuckfield Recreation Ground and/or Whitemans Green and/or Ansty Recreation Ground and North Field

payable in accordance with Schedule 8

“Open Space”

means the areas of open greenspace forming part of the Development and to be provided in accordance with the Green and Play Space Specification

“Open Space and LEAP Commuted Sum”

means the sum payable in respect of each Open Space area and LEAP to be applied towards the maintenance and management of such and to be calculated as follows:

$$A = B \times C$$

where

A = is the open space and LEAP commuted sum payable

B is the number of hectares that represents the area size of the Open Space and LEAP

C thirty three thousand four hundred and three pounds thirty one pence (£33,403.31) Index linked

"Other Eligible Person"	means in the case of a Social Rented Unit or Affordable Rented Unit or a Shared Ownership Unit a person selected by a Registered Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing and in the case of First Homes means a person who shall meet the Eligibility Criteria (National) and unless paragraph 11.2 of Part 1 of Schedule 2 applies the Eligibility Criteria (Local)
"Overall Scheme Mix"	means the 30% of the total number of Dwellings to be provided as Affordable Housing Units and which shall be split as: (a) 75% Social Rented Units or Affordable Rented Units; and (b) 25% First Homes and/or Shared Ownership Units or such other mix as may be agreed in writing with the District Council from time to time
"Payment Notice"	means a payment notice in the form attached at Appendix 13
"Phase"	means each and every phase of the Development identified on the Phasing Plan and "Phases" and "Phased" shall be construed accordingly
"Phasing Plan"	means a plan to be approved in writing by the District Council pursuant to Condition [X] of the Planning Permission
"Phase/Use Specific Travel Plan"	means the phase or use specific travel plan to be submitted to the County Council for approval pursuant to paragraph 1.5 of Schedule 12 subject to any amendments agreed in writing by the County Council from time to time
"Phase/Use Specific Travel Plan Co-ordinator"	means the person appointed by the Owner responsible for securing the implementation of the Phase/Use Specific Travel Plan
"Planning Appeal"	means the appeal made under section 78 of the 1990 Act in respect of the District Council's refusal of the Application which has been allocated PINS reference 6002030
"Planning Inspector"	means the Inspector appointed by the Secretary of State to determine the Planning Permission or to report to the Secretary of State for them to determine the Planning Permission pursuant to the Planning Appeal
"Planning Permission"	means the planning permission granted pursuant to the Planning Appeal
"Play Space"	means the LEAPs, the NEAP and MUGA to be provided on the Land
"Plot Passport"	a summary of the design parameters for a given plot which constitutes a key reference point for the purchaser, capturing relevant information from the Planning Permission, setting out: (a) the rules for design,

- (b) a summary of the main features to be delivered including a design code (where relevant), design constraints and procedural requirements,
- (c) plot location,
- (d) details of the developable footprint including:
 - (i) permissible building lines,
 - (ii) separation distances, heights, and footprints,
 - (iii) proximity constraints to neighbouring buildings,
 - (iv) the part of the plot where a new house can be constructed,
- (e) the number of dwellings that can be built on a single plot,
- (f) and any other pertinent details, including car parking and access location

"Police Contribution"

means the sum of £232,142.10 (Index Linked) to be used towards recruitment, training, equipment, premises and fleet for Sussex Police payable in accordance with Schedule 1

"Practical Completion"

means the issue of the Certificate of Practical Completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a Certificate of Practical Completion by that other party or their architects

"Practical Completion Information"

means in respect of the Green and Play Spaces, the Neighbourhood Centre and Sports Facilities, the following information shall be provided to the District Council:

- (a) confirmation that the works have been completed in accordance with the relevant construction contract and are free from apparent defects subject only to minor defects which do not affect or impair the use enjoyment occupation and /or fitting out of the works
- (b) the collateral warranties as provided by in the construction contract have been provided from the relevant subcontractors
- (c) all testing calibration regulation or adjustment required by the construction contract has been successfully completed and passed
- (d) all records and documents including commissioning data, maintenance handover schedules, manufacturers' warranties, operation certificates operation and maintenance manuals as built drawings and commissioning schedules in relation to the works and design and required by the construction contract have been provided

(e) health and safety files,

SUBJECT TO any such redactions as the Owner considers is reasonably necessary including in respect to any commercially sensitive information

"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
"Primary Resident"	means a person who requires Residential Care and is aged 60 or older (save for where Extra Care is provided they shall be aged 65 or older) on the date of take up of residence
"Primary School Facility"	means a two form entry (FE) primary school with associated facilities and hard and soft play areas and early years facility and special support centre provided as part of the Development on the Primary School Land in accordance with the Primary School Facility Scheme
"Primary School Land"	means the land on which the Primary Education Facility shall be constructed on the Land comprising 2.1 ha and shown indicatively on the Illustrative Masterplan
"Primary School Notice"	means the notice in writing served by the County Council on the Owner in accordance with the terms of this Deed requiring completion of the Primary School Transfer
"Primary School Price"	means the sum of £1 (one pound)
"Primary School Services"	means connections for foul and surface water drainage, the provision of vehicular and pedestrian access and potable water, gas, electricity telephone broadband and telecommunications services whether in each such case the property of a statutory undertaker public or private utility or telecommunications company body service provider or otherwise
"Primary School Facility Contribution"	means the sum of £12,200,000 (twelve million two hundred thousand pounds) Index Linked to be applied by the County Council towards the provision of a new two form entry Primary School with associated facilities and hard and soft play areas and early years facility and special support centre to serve the Development
"Primary School Facility Development Agreement"	means a form of development agreement to be entered into by the Owner (1) and the County Council (2) for the construction and delivery of the Primary School Facility if PART A of Schedule 9 of this Deed substantially in the form appended to this Deed at Appendix 9
"Primary School Facility Scheme"	means a scheme (which may be amended from time to time with the prior approval of the County Council) and which identifies: (a) The precise location and layout of the Primary School Facility

- (b) The specification for the Primary School Facility in accordance with the DfE specification Building Bulletin 103 – "Guidelines for mainstream schools", the West Sussex Design Guide for Primary Schools and the West Sussex Design Guide for External Spaces and
- (c) The arrangements proposed to be put in place for subsequent transfer of the Primary School Facility to the County Council

to be approved by the County Council pursuant to paragraph 1 of Schedule 9

"Primary School Facility Transfer"

means the agreed form of land registry transfer of part for the Primary School Land to the County Council and substantially in the form annexed hereto at Appendix 10

"Protected Occupier"

means a person who is Occupying an Affordable Rented Unit and is a Nominee or Other Eligible Person who:

- (a) has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Social Rented Unit or Affordable Rented Unit
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Social Rented Unit or Affordable Rented Unit or
- (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Shared Ownership Affordable Housing Unit is owned by the Nominee or Other Eligible Person and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person has subsequently purchased from the Registered Provider all the remaining shares so that the Nominee or Other Eligible Person owns the entire Shared Ownership Unit

"Qualifying Trigger"

means in relation to this Deed including a Financial Contribution Trigger

"Recycling Contribution"

means in relation to each sub-phase a financial contribution towards the provision of a recycling bin for each dwelling calculated as follows:

$P = A \times B$ where

P = contribution payable

A = £30 index-linked

B = total number of Dwellings to be provided within the Phase

"Registered Provider"

means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with Homes England pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing

"Regulator of Social Housing"

means the body responsible for regulating Registered Providers, as set out in the Housing and Regeneration Act 2008

"Rentcharge"

means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of a Dwelling for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council provided always that the District Council shall not refuse to approve the terms of a Rentcharge which conforms with the requirements of a mortgage provider whose criteria are set out in the UK Finance Mortgage Lender's Handbook and **"Rentcharges"** shall be construed accordingly

"Reserved Matters Application(s)"

means an application(s) under the Act for approval of reserved matters reserved under the Planning Permission for subsequent approval

"Reserved Matters Approval(s)"

means the approval(s) of reserved matters reserved under the Planning Permission granted pursuant to the relevant Reserved Matters Application(s) and pursuant to which Development is or will be Commenced

"Residential Care"

means the provision of care to each Primary Resident for a minimum of 2 hours of care per week in the form of any of the following services, provided that the said services are needed only by reason of the old age or disablement of the Primary Resident who is found to be in need of such care through a care/health assessment, including but not limited to:

- (a) assistance with personal hygiene; including washing, shaving, toileting;
- (b) assistance with dressing and undressing;
- (c) assistance with getting in or out of bed;
- (d) assistance with the planning and preparation of meals in order to support residents with cognitive impairment, impaired sight, and/or specific dietary requirements due to medical needs;
- (e) assistance with feeding and drinking;
- (f) assistance with the management and taking of prescribed medication;
- (g) assistance with technology to facilitate internet shopping for home delivery and payment of bills, for residents with impaired mobility and/or impaired sight, and/or cognitive impairment;

- (h) assistance to residents with impaired sight or cognitive impairment with organising GP/hospital/consultancy visits for medical appointments including where appropriate accompanying such residents to such visits and the provision of emotional and psychological support and physical care following any hospital discharge;
- (i) assistance to residents with impaired mobility or impaired sight or cognitive impairment; to enable them to access all facilities within the Development; and
- (j) assistance with general household chores including assistance with cleaning and laundry for residents with impaired mobility or impaired sight or cognitive ability

"Residential Phase"	means a phase of the Development which shall include any Dwellings in accordance with the Phasing Plan;
"Responsible Officer for Housing"	means the District Council's Assistant Chief Executive or such person as the District Council may nominate in her place from time to time
"RPI Index"	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify
"SEND Contribution"	means the financial contribution of £2,150,000 (two million one hundred and fifty thousand pounds) payable to the County Council for the provision of additional SEND School places based on the Development generating the need for 13 (thirteen) SEND places
"SEND School"	means a special educational needs and disabilities school to be delivered by the County Council on the SEND School Land
"SEND School Land"	means the land on which the SEND School shall be constructed on the Land by the County Council comprising 2.1ha and shown indicatively on the Illustrative Masterplan
"SEND School Land Notice"	means the notice in writing served by the County Council on the Owner in accordance with the terms of this Deed requiring completion of the SEND School Land Transfer
"SEND School Land Price"	means the sum of £1 (one pound)
"SEND School Land Services"	means connections for foul and surface water drainage, the provision of vehicular and pedestrian access and potable water, gas, electricity telephone broadband and telecommunications services whether in each such case the property of a statutory undertaker public or private utility or telecommunications company body service provider or otherwise
"SEND School Land Transfer"	means the agreed form of land registry transfer of part for the SEND School Land substantially in the form appended hereto at Appendix 11 subject to such amendments as may be agreed

between the parties to the transfer (both acting reasonably and without delay)

"SDLT"

means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

"Secretary of State"

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function

"Secondary Education Contribution"

means the financial contribution payable to the County Council for the provision of additional secondary education infrastructure to serve the additional needs of the community generated by the Development and to be used towards expansion of an existing secondary school in the Haywards Heath locality or towards the establishment of a new secondary school to serve Haywards Heath and Burgess Hill and which shall be payable and calculated for each Reserved Matters Approval in accordance with the following formula:

$$\text{DfE Figure} \times \text{TPR} = \text{School Infrastructure Contribution}$$
where:

Note: x = multiplied by.

$$\text{Total Places Required (number of school places the Development will generate)} = \text{Average Child Product (ACP)} \times \text{Year Groups}$$

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserve matters planning application. The following criteria are used to generate a child product:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

Using the above occupancy rates to determine an overall population increase the following factors are applied. There are 13 persons per 1000 population in each school year group for houses and 8 persons per 1000 population in each school year group for flats (2021 Census data), as stated above for the primary requirements.

Year Groups - there are 5 year groups for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product

figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

The population increase is then multiplied by the base cost multiplier for each level of education.

DfE Figure = Department for Education (DfE) school building costs per pupil place (for pupils aged 4 to 16) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which for the financial year 2025/26 are Secondary £31,783), updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index meaning that the cost multipliers are increased annually in April.

“Self-Build and Custom-Build Plots”

means the Serviced plots comprised within the Development upon which the Self-Build and Custom-Build Units are to be constructed and disposed of in accordance with Schedule 3 and the Self-Build and Custom-Build Plots Scheme and **“Self-Build and Custom-Build Plot”** shall mean any one such

“Self-Build and Custom-Build Plots Scheme”

means the scheme to be submitted in accordance with paragraphs 1.1 and 1.2 of Schedule 3 and which shall include the following in relation to the Development:

- (a) the location and size of the Self-Build and Custom-Build Plots
- (b) the proposed design parameters of the Self-Build and Custom Build Plots
- (c) the detail of Plot Passports to be provided with the Self-Build and Custom Build Plots and
- (d) the Marketing Strategy for the Disposal of the Self-Build and Custom-Build Plots for the development of Self-Build and Custom-Build Units thereon

“Self-Build and Custom-Build Units”

means up to 30 Dwellings constructed as self-build and custom-build units in accordance with the Planning Permission and the Self-Build and Custom-Build Plots Scheme on a Self-Build and Custom-Build Plots in accordance with section 1(A1) and 1(A2) Self Build and Custom Housebuilding Act 2015 (as amended) and **“Self-Build and Custom-Build Unit”** shall mean one such

“Serviced”

means access from the relevant Self-Build and Custom-Build Plot to public highway or private accessway to an adoptable standard is provided along with utilities/services connection (including electricity, water, wastewater and telephone/internet connectivity) to the relevant Self-Build and Custom-Build Plot boundary

“Services”

means water, gas (if provided), electricity, telecommunications, surface water drainage and foul drainage or other services as may be being provided to a party of the Development

“Service Media”

means all sewers pipes wires ducts cables and associated equipment for the transmission of the Primary School Land Services and the SEND School Land Services (as the case may

be) to and from in each case an adopted utility supplier's services to and from the Service Media Connections

"Service Media Connections"

means Service Media connections to be laid up to one metre inside the boundaries of the Primary School Land and the SEND School Land

"Shared Ownership Lease"

means a shared ownership lease in accordance with the guidelines and requirements of Homes England and substantially in the form of the Shared Ownership Model Lease

"Shared Ownership Model Lease"

means the appropriate form of model lease for a Shared Ownership Unit (whether a flat or a house) published by Homes England (as may be amended or updated by Homes England from time to time)

"Shared Ownership Unit"

means an Affordable Housing Unit which is occupied pursuant to a Shared Ownership Lease granted by a Registered Provider where the occupier purchases an initial share of the equity and **"Shared Ownership"** shall be construed accordingly;

"Sixth Form Education Contribution"

means the financial contribution payable to the County Council for the provision of additional secondary education infrastructure to serve the additional needs of the community generated by the Development and to be used towards expanding existing sixth form facilities in the Haywards Heath/Burgess Hill locality or passed to Haywards Heath Sixth Form College part of the Chichester College Group and which shall be payable and calculated for each Reserved Matters Approval in accordance with the following formula:

DfE Figure x TPR = School Infrastructure Contribution where:

Note: x = multiplied by.

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserve matters planning application. The following criteria are used to generate a child product:

Dwelling Size		Occupancy House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

Using the above occupancy rates to determine an overall population increase the following factors are applied. There are 13 persons per 1000 population in each school year group for houses and 8 persons per 1000 population in each school year group for flats (2021 Census data), as stated above for the primary requirements.

Year Groups - there are 5 year groups for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

The population increase is then multiplied by the base cost multiplier for each level of education.

DfE Figure = Department for Education (DfE) school building costs per pupil place (for pupils aged 4 to 16) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which for the financial year 2025/26 are Further Secondary £31,783), updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index meaning that the cost multipliers are increased annually in April

“Social Rented Unit”

means an Affordable Housing Unit which is rented housing owned and managed by local authorities and private registered providers, for which guideline target rents (including service charges and a Rentcharge where applicable) are determined through national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England and the rent levels (including service charges and Rentcharges where applicable) shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and Social Rented shall be construed accordingly

“Sports Facilities”

means the following facilities to be provided as part of the Development on the Land:

- (a) Pavilion building;
- (b) All weather floodlit hockey pitches (X2)
- (c) Floodlit Tennis/netball courts (X4)
- (d) Floodlit covered padel courts (X4)
- (e) Indoor tennis courts (X4)

as shown indicatively on the Illustrative Masterplan

“Sports Facilities Strategy”

means a written strategy to be submitted to the District Council which shall include the following details in respect of the Sports Facilities:

- (a) specification for the provision of the Sports Facilities including size, location and specification and detailed

plan(s) and details as to how the Sports Facilities shall meet the standards of Sports England, Lawn Tennis Association and the International Hockey Federation, for each sport respectively;

- (b) timings for delivery of the Sports Facilities;
- (c) proposed marketing strategy to encourage local use of the Sports Facilities;
- (d) ongoing management and maintenance provisions of the Sports Facilities

“Stage 2 Safety Audit” means a road safety audit to be undertaken at completion of the detailed design stage of the Highway Works

“Stage 3 Safety Audit” means a road safety audit to be undertaken when the Highway Works are substantially complete

“Stage 4 Safety Audit” means a road safety audit to be undertaken when the Highway Works within a year of the Highway Works being substantially complete if requested by the County Council

“Sustainable Travel Voucher” means a voucher incentive tangible or web hosted for the value of £150 for the first Occupant of a Dwelling of the Development to seek to target a 10% reduction in single car journeys as detailed within the Framework Travel Plan

“Tenancy” means an assured tenancy or assured shorthold tenancy drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider

“Third Party Land” means the land registered at HM Land Registry under title number WSX32932 and shown on the plan attached to this Deed at Appendix 2 and which as at the date of this Deed is within the control of Lance Hamilton Poynter and Malcolm Sheridan Poynter

“Traffic Regulation Order Contribution” means the financial contribution of £10,984 (ten thousand nine hundred and eighty four pounds) to be paid to the County Council and used towards the promotion and advertisement of a traffic regulation order (TRO) of the following revised speed limits

- (a) B2036 Harvest Hill – reduction to 40mph speed limit
- (b) A272 – reduction to 50mph speed limit
- (c) B2036 South Street, Cuckfield – reduction to 30mph speed limit and signage

and payable in accordance with paragraph 7 of Schedule 11 of this Deed

“Transfer” means the legal transfer of a freehold interest or the grant of a lease of not less than 125 years in the relevant part of the Land and **Transferred** shall be construed accordingly

"Use Classes Order"	means the Town and Country Planning (Use Classes) Order 1987 (as amended)
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity
"Wheelchair Accessible Unit"	means an Affordable Housing Unit which must meet the requirements contained in Part M4(3) (1)(a) and (b) and Part M4(3)(2)(b) for wheelchair accessible dwellings as contained in Category 3 – wheelchair user dwellings of Schedule 1 of the Buildings Regulations 2010 as amended

"Working Day"

means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or a day when the District Council offices are closed.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10 Any agreement, approval, consent, confirmation, comment, declaration, expression of satisfaction or similar required under the terms of this Deed shall not be unreasonably withheld or delayed.
- 1.11 References to the District Council, the County Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow or cause that thing to be done.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3 The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.
- 2.4 No part of the Development shall be Commenced on the Third Party Land until such time as a confirmatory deed has been executed by the land owner of the Third Party Land to bind the Third Party Land to the provisions within this Deed.

3. CONDITIONALITY

With the exception of this Clause 3 and Clauses 1, 2, 7-11, 12.1-12.2, 13- 20 which shall take effect immediately, this Deed is conditional upon:

- 3.1.1 the grant of Planning Permission;

- 3.1.2 the Secretary of State or their Planning Inspector (as applicable) in determining the Planning Appeal expressly stating in their Decision Letter that the obligations set out in this Deed are material planning considerations and are compliant with the statutory tests set out in Regulation 122 of the CIL Regulations provided that where the Planning Inspector or the Secretary of State (as applicable) expressly states in the Decision Letter that any one or more of the obligations set out in the Deed are not material planning considerations or do not comply with the statutory tests in Regulation 122 then the obligations so specified shall cease to have effect and the Owner shall be released from its obligation to comply with them but the remainder of this Deed and the remaining obligations herein shall continue to have effect;
- 3.1.3 any limitations or directions placed on the obligations as to the amount or otherwise specified by the Secretary of State or their Planning Inspector (as applicable) in the Decision Letter; and
- 3.1.4 Commencement of Development taking place (save for any obligations that are expressed to be complied with prior to Commencement of Development).

4. THE OWNER'S COVENANTS TO THE COUNCILS

- 4.1 The Owner covenants with the District Council to observe and perform or cause to be observed and performed the obligations contained in Schedule 1 – Schedule 8 to this Deed at the times and in the manner provided therein.
- 4.2 The Owner covenants with the County Council to observe and perform or cause to be observed and performed the obligations contained in Schedule 9 - Schedule 12 to this Deed at the times and in the manner provided therein.
- 4.3 The Owner covenants to the Councils to give the Commencement Notice to the Councils not less than 10 Working days before the Commencement Date.
- 4.4 The Owner covenants to the Councils to give the First Occupation Notice to the Councils not less than 10 Working days before the First Occupation Date.

5. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 13.

6. COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 14.

7. PROMOTER'S CHARGE AND MORTGAGEES

- 7.1 The Promoter shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Promoter is in possession of all or the part of the Land to which the breach relates in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED THAT the Promoter shall only remain liable for a breach occurring on the part of the Land in which it has a legal interest and a the Promoter will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the Land.
- 7.2 Any mortgagee or chargee from time to time shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the mortgagee or chargee is in possession of all or the part of the Land to which the breach relates in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED THAT a mortgagee or chargee shall only remain liable for a breach occurring on the part of the Land in which

it has a legal interest and a mortgagee or chargee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the Land.

8. RELEASE

- 8.1 No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.
- 8.2 No person or company shall be liable for a breach of this Deed if their interest in the Land is restricted to being an individual owner and/or occupier of any individual Dwelling or Care Dwelling comprised in the Development SAVE THAT the individual tenants owners or occupiers of the Affordable Housing Units and their mortgagees shall be liable for breaches of the restrictions on Occupation of the Affordable Housing Units in Schedule 2 (Affordable Housing).
- 8.3 No person or company with a future charge or mortgage over the Land shall be liable for any breach of the obligations in this Deed unless committed or continuing at a time when the charge or mortgagee is in possession of all or any part of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council upon the grant of the Planning Permission.

10. THE DISTRICT COUNCIL'S AND COUNTY COUNCIL'S COSTS

- 10.1 The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the District Council Monitoring Contribution.
- 10.2 The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed
- 10.3 The Owner shall pay to the County Council the County Council Monitoring Contribution within ten days of the grant of Planning Permission pursuant to the Appeal.

11. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the District Council and/or County Council by the date it is due, the Owner shall pay the District Council and/or County Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

12. OWNERSHIP

- 12.1 Other than as set out in the Recitals to this Deed and as noted on the title registers as set out in the Recitals, the Owner warrants that no person other than the Promoter has any legal or equitable interest in the Land at the date of this Deed.
- 12.2 The Owner agrees to give the District Council and the County Council immediate written notice of any change in ownership of any of their interests in the Land occurring before all the obligations under this Deed 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 Land or unit of occupation purchased by reference to a plan.

13. **NO FETTER OF DISCRETION**

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

14. **WAIVER**

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. **AGREEMENTS AND DECLARATIONS**

The parties agree that:

- 15.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 15.1.2 insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 15.1.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if:
 - (a) the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners); or
 - (b) the Planning Permission is modified by any statutory procedure or expires prior to the Commencement of the Development;
- 15.1.4 nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 15.1.5 if the Owner fails to give a notice required by Clause 4 above then the District Council shall be entitled in its absolute discretion to determine the relevant Commencement Date or the First Occupation Date and shall give notice to the Owner of the District Council's determination;
- 15.1.6 subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to section 73 of the Act ("section 73 Consent"):
 - (a) the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to section 106 of the Act; and
 - (b) the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under section 73 of the Act, any section 73 Consent granted thereunder and any development permitted by such subsequent section 73 Consent; and
 - (c) any section 73 Consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of Agreement dated [●] pursuant to the previous application [●] will be equally applied to and satisfy the requirements necessitated under this application [●]"; and

- 15.1.7 it is hereby agreed and declared by the parties hereto that nothing in this Clause shall fetter the discretion of the District Council in determining any applications under section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this Deed or new obligation pursuant to section 106 of the Act in connection with any section 73 applications if the District Council considers it desirable to do so;
- 15.2 all financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice;
- 15.3 the obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development;
- 15.4 the obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser of any individual Market Housing Unit or Care Dwelling and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development; and
- 15.5 except for the obligations restricting the Occupation and regulating the use of the Affordable Housing Units contained in paragraph 7.1 and paragraph 11 of Schedule 2 relating to the Affordable Housing Units, the obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual owner or tenant or occupier of any individual Affordable Housing Unit and their successors in title or their mortgagee provided always that such individual owner, tenant or occupier (including their successors in title or their mortgagee) shall not themselves carry out any part of the Development.
16. **NOTICES**
- 16.1 Any notice required by this Deed shall be in writing and addressed to the section 106 Monitoring Team of the District Council at the address of the District Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.
- 16.2 The address for service of any notice consent acknowledgment or approval as required by this Deed shall be on all the parties at the addresses aforesaid or such other address for service as shall have previously notified by the parties to all other parties to the Deed.
- 16.3 Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- 16.3.1 by first class post deemed served two Working Days after posting;
- 16.3.2 by hand deemed served on signature of a delivery receipt 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 5.00 pm 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; and
- 16.3.3 through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

17. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

18. DISPUTES

18.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.

18.2 If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:

18.2.1 where the difference or dispute relates to the construction or interpretation of this Deed, 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 in dispute 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 in dispute; and

18.2.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

18.3 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter to which Clauses 18.2.1 or 18.2.2 apply.

18.4 Except as aforesaid any expert appointed pursuant to Clauses 18.2.1 or 18.2.2 or any other person (each shall be an “**Expert**”) shall:

18.4.1 on their appointment serve written notice thereof on the parties in dispute;

18.4.2 consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;

18.4.3 allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;

18.4.4 have an unfettered discretion to determine the reference to them;

18.4.5 serve notice of their determination as soon as they have made it;

18.4.6 give full and clear reasons for their decision; and

18.4.7 be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their 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 either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

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

19. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

20. **GOVERNING LAW**

This Deed shall be governed by and interpreted in accordance with the law of England.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1
CONTRIBUTIONS TO THE DISTRICT COUNCIL

1. GYPSY AND TRAVELLER CONTRIBUTION

- 1.1 To pay to the District Council the Gypsy and Traveller Contribution (Index Linked) in the following instalments:
- 1.1.1 £225,000 Index Linked of the Gypsy and Traveller Contribution shall be paid prior to Occupation of 25% of Dwellings;
 - 1.1.2 £112,500 Index Linked of the Gypsy and Traveller Contribution shall be paid prior to Occupation of 50% of Dwellings; and
 - 1.1.3 £112,500 Index Linked of the Gypsy and Traveller Contribution shall be paid prior to Occupation of 75% of Dwelling.
- 1.2 Not to Occupy cause or permit to become Occupied:
- 1.2.1 more than 25% Dwellings unless and until the first instalment of the Gypsy and Traveller Contribution Index Linked has been paid to the District Council pursuant to paragraph 1.1.1 of this Schedule 1;
 - 1.2.2 more than 50% Dwellings unless and until the second instalment of the Gypsy and Traveller Contribution Index Linked has been paid to the District Council pursuant to paragraph 1.1.2 of this Schedule 1; and
 - 1.2.3 more than 75% Dwellings unless and until the third instalment of the Gypsy and Traveller Contribution Index Linked has been paid to the District Council pursuant to paragraph 1.1.3 of this Schedule 1.

2. POLICE CONTRIBUTION

- 2.1 To pay to the District Council the Police Contribution Index Linked prior to the Occupation of any Dwelling;
- 2.2 Not to Occupy cause or permit to be Occupied any Dwelling unless and until the Police Contribution Index Linked has been paid to the District Council.

3. RECYCLING CONTRIBUTION

- 3.1 To pay to the District Council the Recycling Contribution Index Linked prior to the Occupation of any Dwelling;
- 3.2 Not to Occupy cause or permit to be Occupied any Dwelling unless and until the Recycling Contribution Index Linked has been paid to the District Council.

4. BNG MONITORING FEE

- 4.1 To pay the BNG Monitoring Fee to the District Council prior to the Commencement of any Dwelling within the Development;
- 4.2 Not to Commence or allow the Commencement of any Dwelling within the Development unless and until the BNG Monitoring Fee has been paid to the District Council.

SCHEDULE 2
AFFORDABLE HOUSING

PART 1
AFFORDABLE HOUSING – GENERAL PROVISIONS

The Owner covenants with the District Council:

1. AFFORDABLE HOUSING

- 1.1 To submit to the District Council for approval as part of or prior to each Reserved Matters Application relating to a Residential Phase the Affordable Housing Scheme for that Residential Phase comprising,
- 1.1.1 details of the area and location of the Affordable Housing Land within a Reserved Matters Application relating to a Residential Phase on the Land upon which the Affordable Housing Units are to be constructed and which shall have been previously agreed in writing by the Responsible Officer for Housing; and
 - 1.1.2 a scheme for the provision of Affordable Housing Units within that Reserved Matters Application relating to a Residential Phase which shall include the number, size, type and the tenure mix of the Affordable Housing Units to be delivered to reflect the Overall Scheme Mix and to meet the range of affordable housing needs in the locality unless otherwise agreed in writing by the Responsible Officer for Housing.
- 1.2 Save where otherwise agreed between the District Council and the Owner, not to allow the Commencement of any Reserved Matters Approval relating to a Residential Phase of the Development unless and until:
- 1.2.1 the Affordable Housing Scheme has been approved by the District Council pursuant to paragraph 1.1 above;
 - 1.2.2 the Responsible Officer for Housing has approved in writing the identity of the Registered Provider with responsibility for the delivery of the Affordable Housing Units (excluding First Homes) on a particular Residential Phase;
 - 1.2.3 the Owner has entered into an unconditional and binding contract to Transfer the Affordable Housing Units (excluding First Homes) and associated land on a particular Residential Phase to the Registered Provider; and
 - 1.2.4 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.2.3 above.
- 1.3 To provide the Affordable Housing Units within a Reserved Matters Approval relating to a Residential Phase in accordance with this Deed, the Affordable Housing Scheme, the Phasing Plan and the Planning Permission. For the avoidance of doubt:
- 1.3.1 a minimum of 30% of the total number of Dwellings comprised within the whole Development
 - 1.3.2 (unless otherwise agreed with the District Council) each and every Reserved Matters Application for a Residential Phase shall comprise at least 30% of the total number of Dwellings in that Reserved Matters Application shall be Affordable Housing Units; and
 - 1.3.3 the Affordable Housing Units in the Development (and within a Residential Phase) shall be in accordance with the Overall Scheme Mix and rounded up to the next whole number if not a whole number.

2. RESTRICTIONS ON OCCUPATION

- 2.1 No more than 60% of the Market Housing Units within a Reserved Matters Approval relating to a Residential Phase shall be Occupied until all of the Affordable Housing Units within that Residential Phase have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notice of such has been received by the Responsible Officer for Housing.
- 2.2 No more than 60% of the Market Housing Units within a Reserved Matters Approval relating to a Residential Phase shall be Occupied until the Affordable Housing Units and associated land within that Residential Phase have been Transferred to the Registered Provider (excluding First Homes) and evidence of the same has been received by the Responsible Officer for Housing.

3. PROVISION OF INFORMATION

To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Affordable Housing Units within a Residential Phase and to promptly provide the Responsible Officer for Housing with such information and supporting evidence as she may reasonably request.

4. PROVISIONS RELATING TO THE STANDARDS OF THE AFFORDABLE HOUSING

- 4.1 That the Affordable Housing Units within a Residential Phase shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet:-
- 4.1.1 any mandatory standards in relation to design, construction and accessibility required by Homes England; and
 - 4.1.2 the standards set out in the Affordable Housing SPD; and
 - 4.1.3 the National Space Standard; and
 - 4.1.4 the specific requirements contained in Part M4(3)(1)(a) and (b) and Part M4(3)(2)(b) of Schedule 1 of the Building Regulations 2010 as amended for the Wheelchair Accessible Units,

which are current at the date of the relevant Reserved Matters Approval.

- 4.2 All Shared Ownership Units shall be constructed to no less than the standard applied to the Market Housing Units.

**PART 2
AFFORDABLE HOUSING (EXCLUDING FIRST HOMES)**

5. PROVISIONS RELATING TO AFFORDABLE HOUSING TO BE TRANSFERRED TO A REGISTERED PROVIDER

- 5.1 That the Transfer of the Affordable Housing Units within a Residential Phase to a Registered Provider(s) approved by the Responsible Officer for Housing shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy.
- 5.2 That the Transfer of Affordable Housing Units (excluding First Homes) pursuant to paragraph 5.1 shall contain the following:
- 5.2.1 the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and associated land;

5.2.2 a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);

5.2.3 such other terms as the Owner agrees with the Registered Provider.

6. **NOMINATION RIGHTS**

That none of the Affordable Housing Units within a Residential Phase shall be Occupied until the owner (being a Registered Provider) has entered into a Nomination Agreement with the District Council in relation to the relevant Residential Phase provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all Affordable Housing Units within a Residential Phase. The Local Connection Criteria will be detailed in the Nomination Agreement and the Land is in a Designated Rural Area.

7. **USE OF THE AFFORDABLE HOUSING UNITS**

7.1 Subject to paragraphs 7.2 and 8 below that from the date of Practical Completion of the Affordable Housing Units, those units shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

7.2 The covenant set out in paragraph 7.1 shall not be, binding on or enforceable against:

7.2.1 a Protected Occupier or any mortgagee or chargee of the Protected Occupier or any person deriving title from the Protected Occupier or any successor in title thereto and their respective mortgagees and chargees; or

7.2.2 any Chargee and any successors in title thereto provided that the Chargee shall have first complied with the Chargee's Duty provided that if any successor in title to the Chargee (as referred to in this paragraph 7.2) is a Registered Provider or any other provider of Affordable Housing the provisions of paragraph 7.1 shall thereupon become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided herein.

8. **CHARGEES CLAUSE**

8.1 Prior to seeking to dispose of the Affordable Housing Units (or any one or more of them) and the associated land (or any part thereof) pursuant to any default under the terms of its mortgage or charge ("the **Charged Property**") the Chargee shall give prior written notice including evidence and written confirmation of the default (the "**Chargee's Notice**") to the District Council of its intention to dispose and:

8.1.1 the Chargee shall use reasonable endeavours over a period of three (3) months from the date of service of the Chargee's Notice on the District Council to complete a disposal of the Charged Property in such a way so as to safeguard it as Affordable Housing in line with paragraph 8.2 for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation relating to the Charged Property including all accrued principal monies and interest due and reasonable costs relating to the said security documentation; and

8.1.2 if such disposal has not completed within the three (3) month period the Chargee shall, subject to the proviso set out in paragraph 7.2 and 8.2 of this Part 1 of the Schedule 2, be entitled to dispose of the Charged Property free from the affordable housing provisions contained in Schedule 2 to this Deed which provisions shall determine absolutely;

8.2 In the event of a default under any security referred to in paragraph 8.1 or in other circumstances warranting the intervention of Homes England nothing in this Deed shall prevent the transfer of the Affordable Housing Units (excluding First Homes) or any one or more of them (as the case may be) to another Registered Provider or alternative affordable housing provider (in either case approved in

writing by the Responsible Officer for Housing) or to the District Council subject to the Affordable Housing Units or and associated land remaining bound by the provisions of this Deed.

9. GENERAL

9.1 Notices

Without prejudice to the provisions of paragraphs 1 to 8 the Owner and any Chargee shall comply with any statutory requirements as contained in Part 2 of the Housing and Regeneration Act 2008 and must notify the District Council immediately in writing in the event of service of any notice order or direction served made or given under Part 2 of the Housing and Regeneration Act 2008.

9.2 Designated Rural Area

To comply at all times with all legal and statutory obligations relating to the Designated Rural Area and all requirements as may be made by Homes England from time to time insofar as such apply to affordable housing within a Designated Rural Area

**PART 3
FIRST HOMES**

10. DELIVERY MECHANISM

10.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

10.1.1 the Eligibility Criteria (National); and

10.1.2 the Eligibility Criteria (Local)

10.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months after Practical Completion of the said First Homes) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 10.1.2 shall cease to apply.

10.3 Subject to paragraphs 10.6 to 10.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee (First Homes)

10.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

10.4.1 The District Council has been provided with evidence that:

(a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 10.2 applies meets the Eligibility Criteria (Local)

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price and

(c) the transfer of the First Home includes:

(i) a definition of the "District Council" which shall be Mid Sussex District Council

(ii) a definition of "First Homes Provisions" in the following terms:

“means the provisions set out in paragraph 10 and 11 and 12 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure.”

- (iii) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
- (iv) a copy of the First Homes Provisions in an Annexure

10.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 10.3 and 10.4.1 have been met

10.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following 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 Mid Sussex District Council of Oaklands Road, Haywards Heath, West Sussex RH16 1SS or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

10.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner not just the first First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

10.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 10.1 and 10.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months after Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 10.3 and 10.4.1; or

10.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 10.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship,

10.7 Upon receipt of an application served in accordance with paragraph 10.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price,

10.8 If the District Council is satisfied that either of the grounds in paragraph 10.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 that the relevant Dwelling may be Disposed of:

10.8.1 to the District Council at the Discount Market Price; or

10.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 10.10 which shall

cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

- 10.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 10.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he or she or they may serve notice on the District Council in accordance with paragraph 10.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 10.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 10.8 or 10.9 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 10.11 Upon receipt of the Additional First Homes Contribution the District Council shall:
- 10.11.1 within 28 Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 10.5 where such restriction has previously been registered against the relevant title
- 10.11.2 apply all monies received towards the provision of Affordable Housing
- 10.12 Any person who purchases a First Home free of the restrictions in paragraph 10 and 11 of the Second Schedule of this Deed pursuant to the provisions in paragraphs 10.9 and 10.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

11. FIRST HOMES USE

- 11.1 Each First Home shall be used only as the main residence of the First Homes Owner or any First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 11.2 – 11.5 below.
- 11.2 A First Homes Owner or any First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 11.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- 11.3.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- 11.3.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- 11.3.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

- 11.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 11.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 11.3.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 11.4 A letting or sub-letting permitted pursuant to paragraph 11.2 or 11.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 11.5 Nothing in this paragraph 11 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

12. **FIRST HOMES MORTGAGEE EXCLUSION**

- 12.1 The obligations in paragraphs 10-11 of this Deed in relation to First Homes shall not apply to any Mortgagee (First Homes) or any receiver (including an administrative receiver appointed by such Mortgagee (First Homes) or any other person appointed under any security documentation to enable such Mortgagee (First Homes) to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee (First Homes) or Receiver PROVIDED THAT:
- 12.1.1 such Mortgagee (First Homes) or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
 - 12.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee (First Homes) or Receiver to the District Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 12.1.3
 - 12.1.3 following the Disposal of the relevant First Home the Mortgagee (First Homes) or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs pay to the District Council the Additional First Homes Contribution.
 - 12.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:
 - (a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 10.5; and
 - (b) apply all such monies received towards the provision of Affordable Housing.

SCHEDULE 3
CUSTOM AND SELF BUILD HOUSING

The Owner covenants with the District Council:

1. SELF-BUILD AND CUSTOM-BUILD PLOTS SCHEME

- 1.1 prior to the Commencement of Development of the relevant Reserved Matters Area to submit to the Council for written approval the Self-Build and Custom-Build Plots Scheme (which shall include the Marketing Strategy);
- 1.2 not to Commence Development of the relevant Reserved Matters Area unless and until the Self-Build and Custom-Build Plots Scheme (which shall include the Marketing Strategy) has been approved in writing by the Council;

2. PROVISION AND USE OF SELF-BUILD AND CUSTOM-BUILD PLOTS

- 2.1 to provide the Self-Build and Custom-Build Plots as part of the Development:
 - 2.1.1 in a Serviced state; and
 - 2.1.2 in accordance with the approved Self-Build and Custom-Build Plots Scheme;
 - 2.1.3 not to cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Dwellings of the Reserved Matters Area containing Self-Build and Custom-Build Plots unless and until all of the Self-Build and Custom-Build Plots have been:
 - (a) laid out;
 - (b) in a Serviced state; and
 - (c) made available for freehold disposal in accordance with this Deed and the approved Self-Build and Custom-Build Plots Scheme;
 - 2.1.4 not to cause or permit the freehold disposal use or Occupation of the Self-Build and Custom-Build Plots other than as Self-Build and Custom-Build Plots unless otherwise approved in writing by the Council pursuant to paragraph 6 in this Schedule 3;

3. MARKETING

to market and advertise the availability for freehold disposal of the Self-Build and Custom-Build Plots during the Marketing Period in accordance with the Marketing Strategy set out in the approved Self-Build and Custom-Build Plots Scheme;

4. TERMS OF FREEHOLD DISPOSAL

- 4.1 to act reasonably and in good faith throughout the marketing and negotiation of the freehold disposal of the Self-Build and Custom-Build Plots to purchasers;
- 4.2 the freehold disposal of each Self-Build and Custom-Build Plot shall be:
 - 4.2.1 subject to the terms of transfer as set out in paragraph 5 in this Schedule 3 which shall apply mutatis mutandis to the Self-Build and Custom-Build Plot;
 - 4.2.2 for the purpose of developing a Self-Build and Custom-Build Unit;
 - 4.2.3 Disposed of in a Serviced state; and

- 4.2.4 in accordance with the information approved by the Council as part of the Marketing Strategy;

5. TERMS OF TRANSFER

- 5.1 not to execute any transfer of the Self-Build and Custom-Build Plots except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):

- 5.1.1 title to the relevant Self-Build and Custom-Build Plots shall be deduced in accordance with Land Registration Act 2002;
- 5.1.2 the relevant Self-Build and Custom-Build Plots will be transferred free of any financial charges together with the rights and easements but subject to the exceptions reservations rights easements and other matters contained and referred to in the Owner's title and subject to such other matters as the parties may agree;
- 5.1.3 vacant possession of the relevant Self-Build and Custom-Build Plots shall be given on completion;
- 5.1.4 completion shall take place no later than three (3) months prior to the anticipated date of Occupation of the last Market Housing Unit with the date of completion to be agreed between the parties to the transfer or any extension of it agreed by the Owner and the Council;
- 5.1.5 the transfer of the relevant Self-Build and Custom-Build Plots will be made with full title guarantee;
- 5.1.6 the Standard Conditions of Sale (Fifth Edition) shall apply to the proposed transfer so far as they are not inconsistent with the conditions contained in this Deed; and

- 5.2 the transfer will grant:

- 5.2.1 all such rights and easements over the Land as are appropriate to the transfer of the Self-Build and Custom-Build Plots together with a right of way with or without vehicles of any description and with or without domestic pets to and from the Self-Build and Custom-Build Plots and a public highway suitable for motor vehicles and pedestrians over the estate roads to be constructed as are reasonably required for the use and enjoyment of the Self-Build and Custom-Build Plots and subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same according to user; and
- 5.2.2 such rights as may be reasonably required for the free and uninterrupted passage and running of water soil gas electricity telephone signals and like services from and to the Self-Build and Custom-Build Plots through the drains watercourses service cables pipes and wires which are now or may within a period of one hundred years from the date hereof be in or under or over the Site and benefiting the Self-Build and Custom-Build Plots and to make connections to and use all such conduits as aforesaid in and under the Land with all easements rights and privileges proper for repairing maintaining and reinstating the same the person or persons exercising the same making good all damage thereby occasioned subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same if applicable.

6. RELEASE

- 6.1 if at the expiration of the Marketing Period any Self-Build and Custom-Build Plots have not been transferred, the Owner shall:

- 6.1.1 provide evidence to the Council that the approved Marketing Strategy has been carried out for the Marketing Period;

- 6.1.2 provide evidence to the Council that it has acted reasonably in any negotiations for the freehold disposal of the remaining Self-Build and Custom-Build Plots; and
 - 6.1.3 promptly provide to the Council any further evidence that the Council reasonably requires;
- 6.2 upon receipt of the evidence provided at paragraph 6.1 above, the Council shall in writing either:
 - 6.2.1 if it is reasonably satisfied with the evidence provided the Council shall confirm that the Owner shall no longer be required to comply with the obligations in this Schedule 3 for the remaining plot(s) to be provided as Self-Build and Custom-Build Plots and shall be free to develop them as Open Market Units; or
 - 6.2.2 if it is not reasonably satisfied with the evidence provided, the Council may seek a reasonable extension to the Marketing Period (acting reasonably) (such extension to be agreed in writing with the Owner) within 28 Working days of receiving the Owner's evidence in accordance with paragraph 6.1 of this Schedule 3;
- 6.3 where paragraph 6.2.2 applies, the Owner shall continue to market and advertise the availability for freehold disposal of the Self-Build and Custom-Build Plots in accordance with the Marketing Strategy set out in the approved Self-Build and Custom-Build Plots Scheme for the further period as agreed in writing between the Owner and the Council (acting reasonably); and
- 6.4 upon the expiration of the further period(s) of marketing as required by paragraph 6.2.2 (as applicable), the provisions of paragraphs 6.1, 6.2 and 6.3 shall continue to apply to the Owner.

SCHEDULE 4
CARE PROVISION

The Owner covenants with the District Council as follows:

1. CARE SCHEME

- 1.1 prior to the Commencement of Development of the Reserved Matters Area containing any Care Dwellings to submit to the District Council for approval the Care Scheme;
- 1.2 not to Commence Development of the Reserved Matters Area containing any Care Dwellings unless and until the Care Scheme has been approved in writing by the District Council.

2. CARE MARKETING

- 2.1 to implement the approved Care Marketing Strategy for the Care Marketing Period, using reasonable endeavours throughout the Care Marketing Period to seek a Care Transfer to a Care Provider or (if earlier) such time as the Care Transfer occurs at which point the Care Marketing Period and the Care Marketing Strategy will come to an end;
- 2.2 paragraphs 1, 1.2 and 2.1 of this Schedule 4 shall not apply where there has been a Care Transfer to a Care Provider prior to Commencement of Development of the Reserved Matters Area containing the Care Dwelling.

3. CARE RESTRICTION AND DISPOSAL

- 3.1 save for as provided in paragraphs 5.1, 5.2 and 5.3 of the Schedule 4 below, not to cause or permit a Care Transfer other than to a Care Provider on the Care Terms;
- 3.2 in the event of a Care Transfer the Owner shall provide the District Council with written confirmation of this as soon as reasonably practicable;
- 3.3 prior to Occupation of seventy five per cent (75%) of the Open Market Dwellings the Owner shall provide the Care Terms to the Care Dwellings;
- 3.4 not to cause or permit the use of the Care Dwellings other than as a site for the purpose of Residential Care (Use Class C2);

4. TERMS OF TRANSFER

- 4.1 not to execute any Care Transfer except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):
 - 4.1.1 title to the relevant Care Dwellings shall be deduced in accordance with Land Registration Act 2002;
 - 4.1.2 the Care Dwellings will be transferred free of any financial charges together with the rights and easements but subject to the exceptions reservations rights easements and other matters contained and referred to in the Owner's title and subject to such other matters as the parties may agree;
 - 4.1.3 vacant possession of the relevant Care Dwelling shall be given on completion;
 - 4.1.4 completion shall take place within the Care Marketing Period with the date of completion to be agreed between the parties to the transfer;
 - 4.1.5 the transfer of the Care Dwellings will be made with full title guarantee;

- 4.1.6 the Standard Conditions of Sale (Fifth Edition) shall apply to the proposed transfer so far as they are not inconsistent with the conditions contained in this Deed.

5. RELEASE

- 5.1 in the event that there has been no Care Transfer of the Care Dwellings to a Care Provider upon expiry of the Care Marketing Period, to:
- 5.1.1 provide evidence to the District Council that the approved Care Marketing Strategy has been carried out for the Care Marketing Period; and
- 5.1.2 provide evidence to the Council that it has acted reasonably in any negotiations for a Care Transfer with any potential Care Provider (including but not limited to the price).
- 5.2 in the event that the Owner has complied with paragraph 2.22.1 of this Schedule 4 but there has been no Care Transfer to a Care Provider prior to the expiry of the Care Marketing Period and the Owner has provided to the District Council the evidence required pursuant to paragraph 5.1 of this Schedule 4:
- 5.2.1 the District Council may seek a reasonable extension to the Care Marketing Period (acting reasonably) (such extension to be agreed in writing with the Owner) within twenty eight (28) Working days of receiving the Owner's evidence in accordance with paragraph 5.1 of this Schedule 4; and
- 5.2.2 if the District Council does not make a request to extend the Care Marketing Period in accordance with paragraph 5.2.1 above or the Owner does not agree to the Council's request (acting reasonably) the Owner shall be free to use the Care Dwellings for any other purpose (subject to obtaining a planning permission as required) and the provisions of this Schedule 4 shall thereafter cease to have effect; and
- 5.3 for the avoidance of doubt in the event that a Care Provider takes possession or ownership of less than the entirety of the Care Dwellings upon the expiry of the Care Marketing Period then upon the Council's written confirmation of such, the remainder of the Care Dwellings shall be released from the provisions of this Schedule 4.

SCHEDULE 5
GREEN AND PLAY SPACES

The Owner covenants with the District Council as follows:

1. GREEN AND PLAY SPACES

- 1.1 Not to Commence any Dwelling within the Development until the Owner has submitted the Green and Play Spaces Specification to the District Council and has obtained the District Council's written approval of such details (such approval not to be unreasonably withheld or delayed and approval to be deemed in the event that no substantive response is received from the District Council within 28 Working Days of submission).
- 1.2 Thereafter to provide the Green and Play Spaces in accordance with the approved Green and Play Spaces Specification subject to any further variations/amendments agreed in writing by the District Council taking into account the Phasing of the Development.
- 1.3 To submit to a Certificate of Practical Completion including the Practical Completion Information and any other evidence the District Council requires once the Green and Play Spaces (or each part where the approved Green and Play Spaces Specification allow for each part to come forward at different stages) have been completed for the District Council's written approval.
- 1.4 At the same time as the submission of a Certificate of Practical Completion the Owner shall serve notice (of at least 10 days) on the District Council inviting it to inspect the Green and Play Spaces and to approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed) and upon such inspection the Owner shall pay an inspection fee of £1,000.
- 1.5 If the District Council chooses to inspect and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of the District Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the District Council).
- 1.6 Upon completion of any remedial works the Owner shall serve notice in writing on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.5 and approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed).
- 1.7 The requirements of paragraph 1.5 - 1.6 shall then repeat themselves until the District Council approves the Certificate of Practical Completion subject to paragraph 1.8.
- 1.8 In the event the District Council fails to inspect the Green and Play Spaces within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue approval of the Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the Certificate of Practical Completion shall be deemed to be approved at the end of those specified periods provided and provided further that in the event of any dispute between the parties the Expert shall determine whether a Certificate of Practical Completion is deemed to have been approved pursuant to Clause 18.
- 1.9 The Owner shall not Occupy or cause or allow to be Occupied any more than 75% of the Dwellings in a Residential Phase until the Green and Play Spaces within those Phases have been provided and made open to use by the public in accordance with the Green and Play Spaces Specification and the Certificate of Practical Completion has been approved (or deemed approved) by the District Council for those Phases.
- 1.10 The Green and Play Spaces shall not be used for any purpose other than for the identified purposes in perpetuity.

2. TRANSFER OF THE OPEN SPACE AND LEAPS

- 2.1 Following the approval of the Certificate of Practical Completion for the Green and Play Spaces (or deemed approval) in accordance with paragraph 1.3 – 1.9, the Owner shall Transfer the relevant Open Space and LEAPS (as applicable) to the District Council for the nominal sum of £1. The Transfer will (without limitation) be on terms including full title guarantee and vacant possession and will be free from all financial charges and free of any restrictive covenants or other third party rights which would prevent the use of the Open Space and LEAPS for the purposes for which they are transferred.
- 2.2 The District Council shall within 30 Working Days enter into the Transfer with the Owner in respect of the relevant Open Space and LEAPS (as applicable) such agreement not to be unreasonably withheld or delayed.
- 2.3 In the event the Transfer is not completed within 30 Working Days in accordance with paragraph 2.2 the parties shall be entitled to refer the matter to dispute resolution in accordance with Clause 18 SAVE FOR where an extension of time has been agreed by the Owner acting reasonably.
- 2.4 The Owner shall pay the Open Space and LEAPS Commuted Sum to the District Council upon completion of each Transfer.
- 2.5 The Owner shall not be required to Transfer more than three (3) LEAPS to the District Council.

SCHEDULE 6

ALLOTMENTS

The Owner covenants with the District Council as follows:

1. **ALLOTMENTS**

- 1.1 The Owner shall reserve and safeguard the Allotments Land for allotment use only.
- 1.2 To use reasonable endeavours to agree terms with the District Council and the Parish Council (or such other private allotment society or management company approved by the District Council in writing) for the delivery of the Allotments Land and the eventual transfer of the Allotments Land to the Parish Council (or such other private allotment society or management company approved by the District Council in writing) at nil consideration ("**Allotments Land Terms**") and the Allotments Specification before the Occupation of any Dwelling within the Development.
- 1.3 Once the Allotments Land Terms and the Allotments Specification have been agreed with the District Council and the Parish Council (or such other private allotment society or management company approved by the District Council in writing), the Owner covenants with the District Council to:
 - 1.3.1 submit the Allotments Land Terms and Allotments Specification to the District Council for its written approval;
 - 1.3.2 submit a Reserved Matters Application for the Allotments in accordance with the Allotments Specification and Illustrative Masterplan within 24 months of the date of the Planning Permission;
 - 1.3.3 deliver the Allotments Land in accordance with the applicable Reserved Matters Approval, Allotments Specification and Allotments Land Terms.
- 1.4 On the completion of the Allotments Land, the Owner covenants to submit to the District Council for its approval a Certificate of Practical Completion for the Allotments Land and any other evidence required by the District Council confirming that the Allotments Land has been completed in accordance with the Allotments Specification.
- 1.5 Following the approval of the Certificate of Practical Completion for the Allotments Land, the Owner shall manage maintain and insure the Allotments Land in accordance with the Allotments Specification at its expense until the Allotments Land is Transferred to the Parish Council or the District Council in accordance with the Allotments Land Terms subject to paragraphs 1.6 and 1.7 of this Schedule.
- 1.6 In the event that after 12 (twelve) months following the issue of the Certificate of Practical Completion the Owner has not Transferred the Allotments Land to the Parish Council despite using its reasonable endeavours to do so the Owner shall offer the Transfer of the Allotments Land to the District Council.
- 1.7 In the event that after a further 6 (six) months the Owner has not Transferred the Allotments Land to the District Council despite using its reasonable endeavours to do so then subject to the District Council being satisfied that the Owner has complied with its obligations pursuant to this Schedule the Owner shall be released from the obligation to provide the Allotments Land as part of the Development.

SCHEDULE 7
NEIGHBOURHOOD CENTRE

The Owner covenants with the District Council as follows:

1. HEALTH FACILITY

1.1 The Owner covenants with the District Council to for the duration of the Health Facility Negotiation Period:

1.1.1 engage and consult with the NHS Sussex Integrated Care Board in respect of the provision of a Health Facility in the Development to serve the healthcare needs of the occupiers of the Development; and

1.1.2 use all reasonable endeavours to agree terms with the NHS Sussex Integrated Care Board for the delivery of a Health Facility within the Development and the eventual transfer or lease of the Health Facility to the Sussex Community NHS Foundation Trust at nil consideration ("**Health Facility Terms**") and the Health Facility Specification.

1.2 If the Owner agrees the Health Facility Terms and the Health Facility Specification with the NHS Sussex Integrated Care Board within the Health Facility Negotiation Period, then the Owner covenants with the District Council to thereafter:

1.2.1 submit the Health Facility Terms and Health Facility Specification to the District Council for its written approval;

1.2.2 include the Health Facility as part of its Reserved Matters Application for the Neighbourhood Centre in accordance with paragraph 3.1 of this Schedule;

1.2.3 deliver the Health Facility in accordance with the applicable Reserved Matters Approval, Health Facility Specification and Health Facility Terms before the Occupation of 70% of Dwellings;

1.2.4 complete the transfer or lease of the Health Facility to the Sussex Community NHS Foundation Trust in accordance with the Health Facility Terms and submit evidence of the completed transfer or lease to the District Council before the Occupation of 70% of Dwellings;

1.2.5 not to Occupy, allow or permit the Occupation of more than 70% of Dwellings unless and until the Health Facility has been transferred or leased to the Sussex Community NHS Foundation in accordance with the Health Facility Terms and the completed transfer or lease has been submitted to the District Council.

1.3 In the event that the Owner has been unable to agree the Health Facility Terms with NHS Sussex Integrated Care Board within the Health Facility Negotiation Period, the Owner shall submit evidence of its negotiations to the District Council for its written approval.

1.4 If the District Council confirms in writing that it is satisfied the Owner has used reasonable endeavours to agree the Health Facility Terms within the Health Facility Negotiation Period, then the Owner shall not be required to deliver the Health Facility as part of the Development and paragraph 2 of Schedule 7 will apply.

2. CONTRIBUTIONS IN LIEU OF THE HEALTH FACILITY

2.1 In the event the District Council confirms the Health Facility shall not be provided within the Development, the Owner covenants with the District Council to pay to the District Council the Health Contribution in the following instalments:

- 2.1.1 £1,500,000 of the Health Contribution (Index Linked) before the Occupation of 25% Dwellings;
- 2.1.2 £1,500,000 of the Health Contribution (Index Linked) before the Occupation of 50% Dwellings;
- 2.1.3 £1,500,000 of the Health Contribution (Index Linked) before the Occupation of 75% Dwellings;
- 2.2 Not to Occupy cause or permit to become Occupied:
 - 2.2.1 more than 25% Dwellings unless and until the first instalment of the Health Contribution has been paid to the District Council pursuant to paragraph 2.1.1 of this Schedule;
 - 2.2.2 more than 50% Dwellings unless and until the second instalment of the Health Contribution has been paid to the District Council pursuant to paragraph 2.1.2 of this Schedule; and
 - 2.2.3 more than 75% Dwellings unless and until the third instalment of the Health Contribution has been paid to the District Council Pursuant to paragraph 2.1.3 of this Schedule.
- 3. **PROVISION OF THE NEIGHBOURHOOD CENTRE**
 - 3.1 The Owner shall submit the Neighbourhood Centre Specification to the District Council for its approval in writing prior to Occupation of any Dwelling.
 - 3.2 The Owner shall not Occupy or allow or permit the Occupation of any Dwelling unless the Neighbourhood Centre Specification have been submitted to and approved by the District Council in writing.
 - 3.3 The Owner shall Practically Complete the Neighbourhood Centre in accordance with the Reserved Matters Approval for the Neighbourhood Centre and the approved Neighbourhood Centre Specification and provide the Practical Completion Information to the District Council prior to the Occupation of 85% of Dwellings.
 - 3.4 At the same time as the submission of a Certificate of Practical Completion the Owner shall serve notice (of at least 10 days) on the District Council inviting it to inspect the Neighbourhood Centre and to approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed) and upon such inspection the Owner shall pay an inspection fee of £1,000.
 - 3.5 If the District Council chooses to inspect and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of the District Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the District Council).
 - 3.6 Upon completion of any remedial works the Owner shall serve notice in writing on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 3.5 and approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed).
 - 3.7 The requirements of paragraph 3.5 - 3.6 shall then repeat themselves until the District Council approves the Certificate of Practical Completion subject to paragraph 3.8.
 - 3.8 In the event the District Council fails to inspect the Neighbourhood Centre within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue approval of the Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the Certificate of Practical Completion shall be deemed to be approved at the end of those specified periods provided and provided further that in the event of any dispute between the parties the Expert shall determine whether a Certificate of Practical Completion is deemed to have been approved pursuant to Clause 18.

- 3.9 The Owner shall not Occupy or allow or permit the Occupation of more than 85% of Dwellings unless and until the Neighbourhood Centre has been Practically Completed in accordance with the Reserved Matters Approval for the Neighbourhood Centre and the approved Neighbourhood Centre Specification and the District Council has approved the Certificate of Practical Completion(or deemed approved).

4. TRANSFER OF THE COMMUNITY USE BUILDING

- 4.1 Within 30 Working Days following the approval of the Certificate of Practical Completion for the Community Use Building by the District Council (or deemed approval)the Owner shall offer in writing to Transfer the Community Use Building to the District Council for the nominal sum of £1. The Transfer shall be (without limitation) on terms including full title guarantee and vacant possession and will be free from all financial charges and free of any restrictive covenants or other third party rights which would prevent the use of the Community Use Building for the purposes for which it is Transferred.
- 4.2 The District Council shall within 30 Working Days of the notification in paragraph 4.1 agree to enter into the Transfer with the Owner in respect of the Community Use Building (such agreement not to be unreasonably withheld or delayed and approval to be deemed in the event that no substantive response is received from the District Council within 30 Working Days of the Owner's offer) and the parties agree to complete the Transfer as soon as reasonably practicable.
- 4.3 In the event the Transfer is not completed within 45 Working Days of it being agreed (or deemed to be) in accordance with paragraph 2.2 the parties shall be entitled to refer the matter to dispute resolution in accordance with Clause 18 SAVE FOR where an extension of time has been agreed by the Owner acting reasonably.
- 4.4 The Owner shall pay the Community Use Building Maintenance Contribution to the District Council upon completion of the Transfer.
- 4.5 In the event that after six (6) months following the issue of the Certificate of Practical Completion the Owner has not Transferred the Community Use Building to the District Council despite using its reasonable endeavours to do so then subject to the District Council being satisfied that the Owner has complied with its obligations pursuant to this Schedule the Owner shall be released from the obligation to Transfer the Community Use Building and the Community Use Building Maintenance Contribution.

SCHEDULE 8
SPORTS OBLIGATIONS

The Owner covenants with the District Council as follows:

1. SPORTS FACILITIES STRATEGY

- 1.1 To submit the Sports Facilities Strategy to the District Council for its approval in writing prior to Occupation of any Dwelling.
- 1.2 The Owner shall not Occupy or allow or permit the Occupation of any Dwelling unless the Sports Facilities Strategy has been submitted to and approved by the District Council in writing.
- 1.3 To Practically Complete the Sports Facilities in accordance with the Reserved Matters Approval for the Sports Facilities and the approved Sports Facilities Strategy and make available for use before the Occupation of 60% of Dwellings.
- 1.4 At the same time as the submission of a Certificate of Practical Completion the Owner shall serve notice (of at least 10 days) on the District Council inviting it to inspect the Sports Facilities and to approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed) and upon such inspection the Owner shall pay an inspection fee of £1,000.
- 1.5 If the District Council chooses to inspect and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of the District Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the District Council).
- 1.6 Upon completion of any remedial works the Owner shall serve notice in writing on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.5 and approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed).
- 1.7 The requirements of paragraph 1.5 - 1.6 shall then repeat themselves until the District Council approves the Certificate of Practical Completion subject to paragraph 1.8.
- 1.8 In the event the District Council fails to inspect the Sports Facilities within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue approval of the Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the Certificate of Practical Completion shall be deemed to be approved at the end of those specified periods provided and provided further that in the event of any dispute between the parties the Expert shall determine whether a Certificate of Practical Completion is deemed to have been approved pursuant to Clause 18.
- 1.9 The Owner shall not Occupy or allow or permit the Occupation of more than 60% of Dwellings unless and until the Sports Facilities have been Practically Completed in accordance with the Reserved Matters Approval for the Sports Facilities and the approved Sports Facilities Strategy is made available for use and the District Council has approved the Certificate of Practical Completion (or deemed approved).

2. OFF-SITE SPORTS IMPROVEMENT CONTRIBUTION

- 2.1 To pay to the District Council the Off-Site Sports Contribution (Index Linked) prior to Occupation of the Development.
- 2.2 Not to Occupy or cause of allow the Occupation of any Dwellings on the Land unless and until the Off-Site Sports Contribution any Indexation has been paid to the District Council.

SCHEDULE 9
PRIMARY SCHOOL

The Owner covenants with the County Council as follows:

1. PRIMARY SCHOOL FACILITY

- 1.1 The Owner will safeguard and retain as a cleared site from Commencement of Development the Primary School Land for the Primary School Facility PROVIDED THAT it is agreed that the Owner the County Council and the District Council may acting reasonably agree in writing minor amendments to the location of the Primary School Land within the Land and if such alternative location is agreed then the Owner s will safeguard and retain that location as a cleared site from the Commencement of Development for the Primary School Facility.
- 1.2 Prior to Commencement of Development the Owner shall notify the County Council in writing as to whether, either:
- 1.2.1 it elects to construct the Primary School Facility in lieu of payment of the Primary School Facility Contribution in which case the provisions of **PART A** of this Schedule shall apply; or
- 1.2.2 it elects to pay the Primary School Facility Contribution in lieu of constructing the Primary School Facility in which case the provisions of **PART B** of this Schedule shall apply.
- 1.3 There shall be no Commencement of Development until:
- 1.3.1 the precise boundaries and boundary treatment for the Primary School Facility have been agreed by the County Council in consultation with the District Council and Owner; and
- 1.3.2 the Owner has notified the County Council in writing as to whether, either:
- (a) it elects to construct the Primary School Facility in lieu of payment of the Primary School Facility Contribution, in which case the provisions of **PART A** of this Schedule shall apply; or
- (b) it elects to pay the Primary School Facility Contribution in lieu of constructing the Primary School Facility in which case the provisions of **PART B** of this Schedule shall apply.

PART A

The Owner elects to construct the Primary School Facility on the Primary School Land

- 1.4 If the Owner elects to construct the Primary School Facility which for the avoidance of doubt means that **PART B** of this Schedule shall not apply, then unless otherwise agreed in writing with the County Council:
- 1.4.1 the Owner shall submit a Reserved Matters Application for the Primary School Facility to the District Council and shall not commence construction of the Primary School Facility until it has received approval of the Reserved Matters Application for the Primary School Facility from the District Council.
- 1.4.2 the Owner shall submit with its election the Primary School Facility Scheme to the County Council for its approval PROVIDED THAT for the avoidance of doubt the Primary School Facility Scheme shall be for the Primary School Facility to accommodate a 2 (two) form of entry primary school with associated facilities and hard and soft play areas and early years facility and special support centre.

- 1.4.3 within 40 (forty) Working Days (or within such other reasonable time period of not more than an additional 20 (twenty) Working Days that the County Council may reasonably require and which it notifies the Owner of within the said 40 (forty) Working Day period) of the County Council receiving from the Owner the Primary School Facility Scheme the County Council shall notify the Owner in writing of the County Council's approval to the Primary School Facility Scheme proposed by the Owner or will provide in writing its proposed amendments to the Primary School Facility Scheme pursuant to which the Owner shall submit a revised Primary School Facility Scheme incorporating those amendments that acting reasonably are agreed.
- 1.4.4 within 20 (twenty) Working Days (or such other reasonable period of time that may be agreed in writing between the parties) of receipt of the County Council's approval to the Primary School Facility Scheme pursuant to paragraph 1.4.3 of this Schedule the Owner shall enter into the Primary School Development Agreement with such variations as are reasonably required and agreed between the parties and are necessary pursuant to the approved Primary School Facility Scheme, and for the avoidance of doubt the Owner shall not Commence Development of the Primary School Facility until the Owner and the County Council have completed the Primary School Facility Development Agreement.
- 1.4.5 the Owner will Provide the Primary School Facility (which for the avoidance of doubt shall be designed and built in full accordance with the Primary School Facility Development Agreement) PROVIDED THAT it is agreed and acknowledged that the Primary School Facility shall be Practically Completed prior to the Occupation of the 775th (seven hundred and seventy fifth) Dwelling.
- 1.4.6 not to allow Occupation of the 776st (seven hundred and seventy sixth) Dwelling to occur until:
- (a) the Primary School Facility has been Practically Completed in accordance with the Primary School Facility Scheme, and
 - (b) the Owner has duly executed the transfer for the Primary School Facility together with the Primary School Land as a deed and delivered this to the County Council within 20 (twenty) Working Days (or such other period of time that may be agreed in writing between the County Council and the Owner) of Practical Completion of the Primary School Facility.
- 1.4.7 the transfer referred to in paragraph 1.4.6(b) of this Schedule shall be substantially in the form of the Education Facility Land Transfer appended to this Deed.
- 1.4.8 the Primary School Facility and the Primary School Land shall be transferred with full title guarantee, with vacant possession, clear of rubbish, spoil, and building materials, in a condition which is in accordance with the conditions of the Form B Education Site Suitability Checklist appended at Appendix 6 (subject to such amendments as applicable in light of the relevant Reserved Matters Approval for the Primary School) and free of options to third parties, mortgages or other financial charges, notices and Land Registry restrictions, and free of any easement or restrictive covenant which would prevent or unreasonably restrict its beneficial use for education and as a Primary School, and the operation of Section 62 of the Law of Property Act 1925 shall be excluded from the Primary School Land Transfer. Without prejudice to the foregoing and following, the Primary School Land shall be transferred free of the following covenants:
- (a) the covenants imposed in an Agreement dated 14 March 1939 made between (1) Sir Bertram Norman Sergison-Brooke (2) Bertrand Yorke Bevan and Others and (3) the Rural District Council of Cuckfield; and
 - (b) the covenants imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris

PROVIDED THAT The Primary School Land shall be transferred with all necessary easements for access and egress to and from the Primary School Land to the public highway and with all necessary easements to and from the Primary School Land to the mains supplies for Services and as land released from the ransom strip provisions imposed in a Transfer dated 24th February 1994 made between John Harold Poynter and Heather Maude Poynter (2) and Eric Arthur Norris (2)

- 1.4.9 the Primary School Facility and the Primary School Land shall be transferred:
- (a) at a level relative to the adjoining boundaries and infrastructure around it; and
 - (b) with the physical capability for vehicles and pedestrians to reach the public highway from the Primary School Land safely from construction access to allow secure passage of vehicles and pedestrians to the Education Facility on opening; and
 - (c) Serviced with all necessary Services and infrastructure to permit the Primary School Facility to be used as a 2 (two) form entry primary school, with associated facilities and hard and soft play areas and early years facility and special support centre.
 - (d) free from pollution, Contamination and other Public Health risk factors and free from invasive plant species such as Japanese Knotweed
- 1.4.10 where the Primary School Land Transfer and Primary School Facility Development Agreement have been duly executed by the Owner and delivered to the County Council in accordance with the provisions of paragraph 1.4.4 and 1.4.6(b) the restrictions on Occupations in paragraph 1.4.5 and 1.4.6 shall cease to apply.

PART B

The Owner elects not to construct the Primary School Facility on the Primary School Land

- 1.5 If the Owner elects not to construct the Primary School Facility, which for the avoidance of doubt means that **PART A** of this Schedule shall not apply, then unless otherwise agreed in writing with the County Council:
- 1.5.1 the Owner shall not allow Occupation of the 500th (five hundredth) Dwelling to occur until the Owner has duly executed the transfer for the Primary School Land as a deed and delivered this to the County Council.
- 1.5.2 the transfer referred to in paragraph 1.5.1 of **PART B** of this Schedule shall be substantially in the form of the Primary School Facility Land Transfer;
- 1.5.3 the Primary School Land shall be transferred to the County Council:
- (a) Serviced;
 - (b) at nil value;
 - (c) with full title guarantee;
 - (d) in a condition which is in accordance with the conditions of the Form B Education Site Suitability Checklist appended at Appendix 6 subject to such amendments as applicable in light of the relevant Reserved Matters Approval for the Primary School; and
 - (e) free of options, mortgages and financial charges, notices and Land Registry restrictions

- (f) free of easements or restrictive covenants which would prevent or unreasonably restrict the use of the Primary School Land as a Primary School and the operation of Section 62 of the Law of Property Act 1925 shall be excluded from the Education Land Transfer
- (g) free from Contamination and pollution and other Public Health risk factors
- (h) free of Common Land or Town and Village Green Registrations
- (i) free of ponds, ditches, rife or water courses
- (j) free from void spaces including wells sumps and pits
- (k) free from invasive plant species such as Japanese Knotweed
- (l) with 150mm of clean top soil
- (m) free of rubbish spoil, waste, debris and building materials

Without prejudice to the foregoing and following:

1.5.4 the Primary School Land shall be transferred free of the following covenants:

- (a) the covenants imposed in an Agreement dated 14 March 1939 made between (1) Sir Bertram Norman Sergison-Brooke (2) Bertrand Yorke Bevan and Others and (3) the Rural District Council of Cuckfield; and
- (b) the covenants imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris

1.5.5 the Primary School Land shall be transferred with all necessary easements for access and egress to and from the Primary School Land to the public highway and with all necessary easements to and from the Primary School Land to the mains supplies for Services and as land released from the ransom strip provisions imposed in a Transfer dated 24th February 1994 made between (1) John Harold Poynter and Heather Maude Poynter (2) and Eric Arthur Norris

1.5.6 the Owner shall pay the County Council:

- (a) 50% (£6,100,000.00) of the Primary School Facility Contribution on or before the Occupation of the 200th (two hundredth) Dwelling and shall not allow Occupation of the 201st (two hundred and first) Dwelling to occur until 50% of the Primary School Facility Contribution shall have been paid to the County Council.
- (b) 50% (£6,100,000.00) of the Primary School Facility Contribution on or before the Occupation of the 350th (three hundred and fiftieth) Dwelling and shall not allow Occupation of the 351st (three hundred and fifty first) Dwelling to occur until the remaining 50% of the Primary School Facility Contribution shall have been paid to the County Council.

1.6 Where the Primary School Facility Land Transfer has been duly executed as a deed by the Owner and delivered to the County Council in accordance with the provisions of paragraph 1.5.5 of this Schedule the restriction on Occupations in paragraph 1.5.1 of this Schedule shall cease to apply.

SCHEDULE 10
SEND SCHOOL LAND

The Owner covenants with the County Council as follows:

1. SEND SCHOOL LAND TRANSFER

- 1.1 From Commencement of Development the Owner will safeguard and retain the SEND School Land and the potential expansion thereof as a cleared secure fenced site free from Contamination and invasive species
- 1.2 The Owner covenants to the County Council that in consideration of
 - 1.2.1 the payment of the SEND School Land Price by the County Council to the Owner; and
 - 1.2.2 receipt of the SEND School Land Notice from the County Council,it shall transfer the freehold estate of the SEND School Land for the SEND School Land Price in substantially the same form as the Primary School Land Transfer appended within 6 (six) months of the date of the receipt of the SEND School Land Notice.
- 1.3 The obligation of the Owner to transfer the SEND School Land shall be conditional upon the prior service of the SEND School Land Notice by the County Council on the Owner and conditional on the payment of the SEND School Land Price.
- 1.4 The Owner and the County Council agree that the County Council may only serve the SEND School Land Notice within the period of ten (10 years) from the date of the later of:
 - 1.4.1 the date of the Occupation of the first (1 no) Dwelling on the Development;
 - 1.4.2 the date on which the Owner notifies the County Council in writing of the Occupation of the first (1 no) Dwelling on the Development
- 1.5 The County Council covenants with the Owner to complete the SEND School Land Transfer within 28 (twenty-eight) days of receiving the SEND School Land Transfer from the Owner.
- 1.6 Prior to the transfer of the SEND School Site the Owner shall ensure that the permanent Service Media and the permanent Service Media Connections to the SEND School Land have been practically completed, open, tested, available for use, and are laid to one metre inside of the boundary of the SEND School Land and the permanent Service Media have sufficient capacity to support the Primary School when developed, practically completed and open for its intended purpose.
- 1.7 The freehold estate of the SEND School Land shall be a transferred to the County Council.
- 1.8 A good marketable freehold title to the SEND School Land shall be deduced to the reasonable satisfaction of the County Council.
- 1.9 The SEND School Land shall not be transferred other than as land free from any option, Land Registry Restriction, restrictive covenants (save for those set out in the SEND School Land Transfer) mortgage or other financial charge.
- 1.10 Without prejudice to the foregoing the SEND School Land shall be transferred free of the following covenants:
 - 1.10.1 the covenants imposed in an Agreement dated 14 March 1939 made between (1) Sir Bertram Norman Sergison-Brooke (2) Bertrand Yorke Bevan and Others and (3) the Rural District Council of Cuckfield; and

- 1.10.2 the covenants imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris.
- 1.11 The SEND School Land shall not be transferred other than free from any easement, quasi-easement, restrictive covenant or other matter which: would prevent or unreasonably restrict its beneficial use for education and community use as at the date of this Deed as a SEND School and the operation of the provisions of Section 62 of the Law of Property Act 1925 shall be excluded from the SEND School Land Transfer.
- 1.12 Without prejudice to the foregoing the SEND School Land shall be transferred with all necessary easements for access and egress to and from the public highway and with all necessary easements for Services to and from the SEND School Land to the mains Services supplied and as land released from the ransom strip provisions imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris.
- 1.13 The transfer of the SEND School Land to the County Council shall be in consideration of the SEND School Land Price and the SEND School Land shall be transferred to the County Council with full title guarantee.
- 1.14 The SEND School Land shall not be transferred other than as:
- 1.14.1 a clear site with vacant possession
 - 1.14.2 a site clear of rubbish, spoil, waste, debris, and building materials
 - 1.14.3 as a site with 150mm clean top soil
 - 1.14.4 as a site free of pollution, Contamination and other Public Health risk factors
 - 1.14.5 as a site free of soil and water table contamination
 - 1.14.6 free of overhead cables, underground pipes, cables, underground utilities and any easements relating to the same
 - 1.14.7 not crossed by any public rights of way, or access or wayleaves
 - 1.14.8 free from foundations, fuel tanks and other buried structures
 - 1.14.9 free from Radon Gas or potential sources thereof
 - 1.14.10 free from filled spaces including mineral workings and land fill
 - 1.14.11 free from invasive plants species such as Japanese Knotweed
 - 1.14.12 as a site where air quality standards are met
 - 1.14.13 free from void spaces including wells, sumps and pits
 - 1.14.14 free from ground gasses and vapours
 - 1.14.15 free of items or structures of archaeological interest
 - 1.14.16 free from protected species or habits of special interest
 - 1.14.17 free of ponds, ditches, rifes, or water courses
 - 1.14.18 free of special arrangements or restrictions on the land that have been negotiated formally or informally with neighbouring parties

- 1.14.19 as a site with free draining across the whole site and not liable for flooding or record of previous flooding
- 1.14.20 free of Common Land or Town and Village Green registrations
- 1.15 The Owner shall not lay any permanent services in through or over the SEND School Land (other than those provided for in paragraph 1.6) or proactively grow anything so as to colonise it which would inhibit or delay the development of the SEND School Land by the County Council.
- 1.16 Within 5 (five) Working Days following completion of the transfer of the SEND School Land the Owner shall hand over to the County Council all necessary consents, withdrawal of restriction forms, and certificates to ensure that the County Council shall be able to register the transfer of the freehold estate of the SEND School Land at the Land Registry so that no Land Registry restrictions or option obligations shall be entered on the title register to the County Council's land registry title to the SEND School Land and the Owner shall assist the County Council with all requisitions raised by the Land Registry on the County Council's application to register the SEND School Land Transfer.
- 1.17 The Owner covenants to the County Council that from the date of this Deed until the date of the transfer of the SEND School Land to the County Council they will not use the SEND School Land or allow the SEND School Land to be used as a car park, as a site compound, as a storage site for any plant equipment or machinery, for the storage of any soil, spoil, building material or other substance and without prejudice to the foregoing provisions in this paragraph 1.17 the Owner shall transfer the SEND School Land free of any Contamination arising or resulting after the date hereof.
- 1.18 Subject to first entering into a licence with Owner on reasonable terms at any point from the Commencement of Development the County Council or the Department for Education or their designated agents, licencees, lessees, successors in title or any third party acting with the authority of the County Council or the Department for Education shall be allowed at any time to enter upon any part of the SEND School Land for the purpose only of inspection or non-intrusive survey or to undertake investigative boreholes (so far as reasonably necessary in connection with the County Council's proposed development of the SEND School Land SUBJECT TO the County Council or other relevant body causing as little damage and inconvenience as reasonably possible and making good any damage so caused as soon as reasonably possible.
- 1.19 If by the date which falls 10 (ten) years after the date of the Transfer of the SEND School Land to the County Council pursuant to this Deed no substantial commencement (which shall include having entered into a build contract with the main contractor) has been made to deliver the SEND school on the SEND School Land the County Council shall offer to transfer the SEND School Land back to the Owner (or such person or body as the Owner may direct) for £1 (one pound) and on such terms as may be agreed between the parties to the transfer PROVIDED THAT:
- 1.19.1 the terms shall unless otherwise agreed be substantially the same as those in the SEND School Land Transfer save that the transfer back shall be free from any restrictions as to use of the SEND School Land; and
- 1.19.2 the SEND School Land shall be transferred back with full title guarantee as a clear site with vacant possession and clear of rubbish and building materials.
- 1.20 the Owner may in its absolute discretion and if so requested by the County Council allow the County Council access to the SEND School Land by way of licence or lease prior to the completion of the transfer of the SEND School Land pursuant to this paragraph 1.20 on the Owner's standard licence terms (unless otherwise agreed at the time).

SCHEDULE 11
COUNTY COUNCIL CONTRIBUTIONS

The Owner covenants with the County Council as follows:

1. SECONDARY EDUCATION CONTRIBUTION

- 1.1 On or before the Occupation of the 1st (first) Dwelling for each Reserved Matters Approval to pay to the County Council the Secondary Education Contribution Index Linked for that Reserved Matters Approval.
- 1.2 Not to Occupy or allow to be Occupied the 2nd (second) Dwelling for each Reserved Matters Approval before the Secondary Education Contribution for that Reserved Matters Approval has been paid to the County Council.
- 1.3 If any part of the Secondary Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Secondary Education Contribution.

2. SIXTH FORM EDUCATION CONTRIBUTION

- 2.1 On or before the Occupation of the 1st (first) Dwelling for each Reserved Matters Approval to pay to the County Council the Sixth Form Education Contribution Index Linked for that Reserved Matters Approval.
- 2.2 Not to Occupy or allow to be Occupied the 2nd (second) Dwelling for each Reserved Matters Approval before the Sixth Form Education Contribution for that Reserved Matters Approval has been paid to the County Council.
- 2.3 If any part of the Sixth Form Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Sixth Form Education Contribution.

3. LIBRARY CONTRIBUTION

- 3.1 On or before the Occupation of the 1st (first) Dwelling for each Reserved Matters Approval to pay to the County Council the Library Contribution Index Linked for that Reserved Matters Approval.
- 3.2 Not to Occupy or allow to be Occupied the 2nd (second) Dwelling for each Reserved Matters Approval before the Library Contribution for that Reserved Matters Approval has been paid to the County Council.
- 3.3 If any part of the Library Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Library Contribution.

4. FIRE AND RESCUE CONTRIBUTION

- 4.1 On or before the Occupation of the 1st (first) Dwelling for each Reserved Matters Approval to pay to the County Council the Fire and Rescue Contribution Index Linked for that Reserved Matters Approval.

- 4.2 Not to Occupy or allow to be Occupied the 2nd (second) Dwelling for each Reserved Matters Approval before the Fire and Rescue Contribution for that Reserved Matters Approval has been paid to the County Council.
- 4.3 If any part of the Fire and Rescue Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the Fire and Rescue Contribution.
5. **SEND CONTRIBUTION**
- 5.1 On or before the Occupation of the 200th (two hundredth) Dwelling to pay to the County Council the SEND Contribution Index Linked.
- 5.2 Not to Occupy or allow to be Occupied the 201st (two hundred and first) Dwelling in the Development before the SEND Contribution has been paid to the County Council.
- 5.3 If any part of the SEND Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest from the relevant payment date until the actual date of payment pursuant to Clause 11 and any such interest shall be treated as part of the SEND Contribution.
6. **FRAMEWORK TRAVEL PLAN MONITORING FEE**
- 6.1 To pay to the County Council the Framework Travel Plan Monitoring Fee Index Linked prior to Occupation of any Dwelling in the Development.
- 6.2 Not to Occupy or permit Occupation of any Dwelling in the Development until the Framework Travel Plan Monitoring Fee has been paid to the County Council.
7. **TRAFFIC REGULATION ORDER CONTRIBUTION**
- 7.1 To pay to the County Council the Traffic Regulation Order Contribution Index Linked prior to Commencement of Development
- 7.2 Not to Commence Development until the Traffic Regulation Order Contribution Index Linked has been paid to the County Council.

SCHEDULE 12

HIGHWAYS

The Owner covenants with the County Council as follows:

1. FRAMEWORK TRAVEL PLAN AND PHASE/USE SPECIFIC TRAVEL PLANS

- 1.1 To submit the Framework Travel Plan for approval (in writing) of the County Council prior to Occupation of the first Dwelling in the Development.
- 1.2 Not to Occupy the first Dwelling in the Development unless a Framework Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.
- 1.3 Upon Occupation of the first Dwelling in the Development the Owner shall implement the approved Framework Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Framework Travel Plan.
- 1.4 To provide a Sustainable Travel Voucher to each first Occupier of a Dwelling forming part of the Development within one month of the first Occupation of each Dwelling.
- 1.5 To submit the Phase/Use Specific Travel Plan to the County Council for approval in writing prior to Occupation of the first Dwelling in each Phase or prior to commencement of the use for each significant use in the Development
- 1.6 Not to Occupy or permit Occupation of any Dwelling in each Phase or commencement of any significant use in the Development until the Phase/Use Specific Travel Plan has been submitted to the County Council in writing for approval in writing.
- 1.7 Not to Occupy or permit Occupation of the first Dwelling in each Phase of the Development unless a Phase/Use Specific Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.
- 1.8 Upon Occupation of the first Dwelling in each Phase or upon commencement of each significant use in the Development the Owner shall implement the approved Phase/Use Specific Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Phase/Use Specific Travel Plan

2. BUS STRATEGY

- 2.1 To submit the Bus Strategy for approval (in writing) of the County Council prior to Commencement of Development.
- 2.2 Not to Commence Development unless the Bus Strategy has been approved in writing by the County Council.
- 2.3 The Owner shall use Reasonable Endeavours to enter into the Bus Service Agreement with a Bus Service Provider prior to Occupation of any Dwellings in the Development (unless otherwise agreed with the County Council) to deliver the Bus Strategy.
- 2.4 In the event that the Owner is able to enter into a Bus Service Agreement with the Bus Service Provider it shall procure the provision of the Bus Service in accordance with the Bus Strategy, including (unless otherwise agreed in writing with the County Council):

2.4.1 Route 1 prior to Occupation of 50 Dwellings in the Development; and

2.4.2 Route 2 prior to Occupation of 30% of Dwellings in the Development,
for the Bus Service Period.

2.5 In the event that:

2.5.1 Despite using Reasonable Endeavours in accordance with paragraph 2.3 the Owner is not able to enter into the Bus Service Agreement with the Bus Service Provider prior to Occupation of any Dwellings in the Development; or

2.5.2 the Bus Service Agreement is terminated by the Bus Service Provider during the Bus Service Period,

the Owner shall notify the County Council in writing as soon as possible.

2.6 In the event that the County Council is satisfied that paragraphs 2.5.1 or 2.5.2 apply, the Owner shall submit the Alternative Bus Strategy to the County Council for approval in writing as soon as reasonably practicable.

2.7 Once the County Council has approved the Alternative Bus Strategy the Owner shall procure the provision of the Alternative Bus Service in accordance with the Alternative Bus Strategy for the remainder of the Bus Service Period.

3. **HIGHWAY WORKS**

3.1 To undertake a Stage 2 Safety Audit Stage 3 Safety Audit and if requested by the County Council a Stage 4 Safety Audit in respect of the Highway Works.

3.2 To submit a Highway Works Scheme for approval in writing by the County Council prior to Commencement of Development.

3.3 Once the County Council has approved a Highway Works Scheme ("the Approved Highway Works Scheme") to obtain All Requisite Consents, including without limitation (where necessary) entering into a Highway Agreement(s) with the County Council.

3.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the respective Highway Works to the satisfaction of the County Council in accordance with the timescales set out in the Approved Highway Works Scheme SAVE FOR any changes which may be agreed by the County Council in accordance with the relevant Reserved Matters Approval.

4. **DECIDE AND PROVIDE STRATEGY**

4.1 To agree the Decide and Provide Strategy with the County Council in accordance with the Decide and Provide Strategy Framework and to thereafter commence the monitoring of the traffic as agreed in the Decide and Provide Strategy.

4.2 To adhere to and carry out the terms of the approved Decide and Provide Strategy until the second annual anniversary of when the Development is completely Occupied unless otherwise agreed by the County Council.

4.3 In the event that the surveyed traffic at any of the following survey points:

4.3.1 50% of Occupation of the Development;

4.3.2 75% of Occupation of the Development;

4.3.3 following Practical Completion of the Development;

4.3.4 the second annual anniversary of when the Development is completely Occupied,

demonstrates that the forecast residential trip generation as set out in the Decide and Provide Strategy for the relevant survey point is being exceeded by the relevant traffic threshold the Owner shall provide a Fallback Mitigation Scheme to the County Council for approval in writing **provided that** where a Fallback Mitigation Scheme is submitted to the County Council which is not approved a revised Fallback Mitigation Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Fallback Mitigation Scheme is not approved, be submitted to the County Council for approval.

4.4 Once the County Council has approved a Fallback Mitigation Scheme to obtain All Requisite Consents to deliver the Fallback Mitigation referenced in the relevant Fallback Mitigation Scheme, including without limitation (where necessary) entering into a Highway Agreement(s) with the County Council.

4.5 After All Requisite Consents have been obtained to carry out in full the Fallback Mitigation to the satisfaction of the County Council and in accordance with the programme set out in the approved Fallback Mitigation Scheme.

4.6 Where the Fallback Mitigation includes the payment of the Highway Contribution or any part of it (as applicable) as a requirement of the Decide and Provide Strategy the Owner shall pay to the County Council the Highway Contribution or any part of it (as applicable) within three months of receipt of the written approval from the County Council of the Fallback Mitigation Scheme noting the requirement for a contribution.

5. CAR CLUB

5.1 Prior to Commencement of the first Phase which includes Dwellings the Owner shall submit a Car Club Outline Management Plan to the County Council for its written approval.

5.2 Prior to Commencement of a Phase which is to include a Car Club Parking Space (as identified in the Car Club Outline Management Plan) the Owner shall submit a Car Club Phase Management Plan to the County Council for its written approval.

5.3 No Dwellings shall be Occupied until the Car Club Outline Management Plan has been approved in writing by the County Council.

5.4 The Owner shall provide the relevant Car Club Parking Spaces and procure the relevant Car Club Vehicles in accordance with the Car Club Phase Management Plan in a Phase which is to include a Car Club Parking Space.

5.5 The Owner shall not Occupy more than 50% of the Dwellings in a Phase which is to include a Car Club Parking Space (or such other trigger as may be agreed with the County Council through relevant Car Club Phase Management Plan) until a contract has been agreed with a Car Club Operator and the Car Club Vehicles are available on site for use by the residents.

5.6 The Owner shall carry out or procure the carrying out of a written review of the Car Club upon 50% Occupancy of the Development and again upon 100% Occupancy of the Development and an additional review two years following completion of the Development to determine whether up to two additional Car Club Parking Spaces are needed and submit this review to the Council.

5.7 If the findings of the review are agreed with the County Council and additional Car Club Parking Spaces are required, the Owner shall provide a further Car Club Parking Space(s) utilising an existing car park space on the Land and a further Car Club Vehicle if such a need is demonstrated **provided that** the total number of Car Club Parking Spaces and Car Club Vehicles shall not exceed four Car Club Spaces and four Car Club Vehicles.

- 5.8 The Owner shall offer Car Club Membership to the first household to Occupy each Dwelling, such offer to remain valid for six months from the date of the offer.
- 5.9 The Owner shall provide Car Club Membership upon explicit acceptance of the offer pursuant to paragraph 5.8 above provided the offer is accepted within six months of being made.

SCHEDULE 13

COVENANTS TO THE OWNER BY THE DISTRICT COUNCIL

1. EXPENDITURE OF DISTRICT COUNCIL CONTRIBUTIONS

To expend the District Council Contributions only for the purposes as set out in this Deed.

2. REPAYMENT OF CONTRIBUTIONS

2.1 It is further agreed and acknowledged by the parties hereto that the relevant District Council Contribution may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the relevant scheme of mitigation identified in this Deed including the process of obtaining All Requisite Consents.

2.2 If any or all of the District Council Contributions (or part thereof) shall not have been spent within 10 years of receipt of the respective contributions the District Council shall on such date, upon written request, refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis **PROVIDED** THAT if at the end of the 10 year period referred to in this paragraph 2.2 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend such monies then the District Council shall not be required to refund any part of such sum for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this Schedule.

SCHEDULE 14

COVENANTS TO THE OWNER BY THE COUNTY COUNCIL

1. COUNTY COUNCIL CONTRIBUTIONS

- 1.1 The County Council covenants that upon receipt of the County Council Contributions as paid to the County Council pursuant to this Deed it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it as specified in this Deed.
- 1.2 The County Council covenants upon written request on or after ten years of the date of receipt of the County Council Contributions to issue to the party that paid the said contributions an account certified by the Director Finance and Support Service for the time being of the County Council detailing how the County Council Contributions have been expended by the County Council
- 1.3 If or to the extent that the County Council Contributions shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on receipt of a written request being made refund to the party that paid the County Council Contributions any unexpended part of the County Council Contributions together with interest on the unexpended part from the date of receipt by the County Council of the County Council Contributions to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations 2010.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the County Council Contributions for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the County Council Contributions in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the County Council Contributions in the manner set out in paragraph 1.3 of this Schedule.
- 1.5 It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the County Council Contributions to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement, including without limitation, the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **MID SUSSEX DISTRICT COUNCIL** in the presence of:

Alexandra Walker
Full Name (Authorised Signatory)

Alexandra Walker
Signature (Authorised Signatory)


Common Seal



Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **WEST SUSSEX COUNTY COUNCIL** in the presence of:

JONATHAN BROWN
Full Name (Authorised Signatory)

Jonathan Brown
Signature (Authorised Signatory)


Common Seal



EXECUTED as a Deed
(but not delivered until dated) by
ELIZABETH EMMA NORRIS
in the presence of:

)
)
) Elizabeth Norris
)
)



Witness signature

D.C. JOHNSON

Witness name

HOADSHEEF FARM

DEAKS LANE ANSTY

Witness address

RH17 5AS

Witness occupation

RETIRED

EXECUTED as a Deed
(but not delivered until dated) by
SOPHIA KATE CODRINGTON
in the presence of:

)
)
) Sophia Kate Codrington
)
)



Witness signature

DIANE ELIZABETH HALFORD

Witness name

29 EAST SHEEN AVENUE

LONDON SW14 8AR

Witness address

Retired

Witness occupation

EXECUTED as a Deed
(but not delivered until dated) by
MELANIE LOUISE SKINNER
in the presence of:

)
) *Mel Skinner*
)
)
)

Witness signature

CHARLES SKINNER

Witness name

15 HIGH PARK ROAD

Witness address

FARSTAY GUY ZJS

Witness occupation

COMPANY DIRECTOR

EXECUTED as a Deed
(but not delivered until dated) by

ELIZABETH EMMA NORRIS

acting as the attorney of
RICHARD HENRY ARTHUR NORRIS
in the presence of:

) *RICHARD HENRY ARTHUR*
) *NORRIS by his*
) *Attorney Elizabeth*
) *NORRIS.*

Witness signature

Dave Johnson

Witness name

D.C. JOHNSON

Witness address

HOADSHURF FARM
DEAKS LANE. ANSTY

Witness occupation

RH17 SAS

RETIRED

Executed as a Deed (but not delivered until the date of this Deed) by **FAIRFAX ACQUISITIONS LIMITED** acting by

JONATHAN PETER BALL
Full Name (Director)

in the presence of:


Signature of Director

Campkin

Witness signature

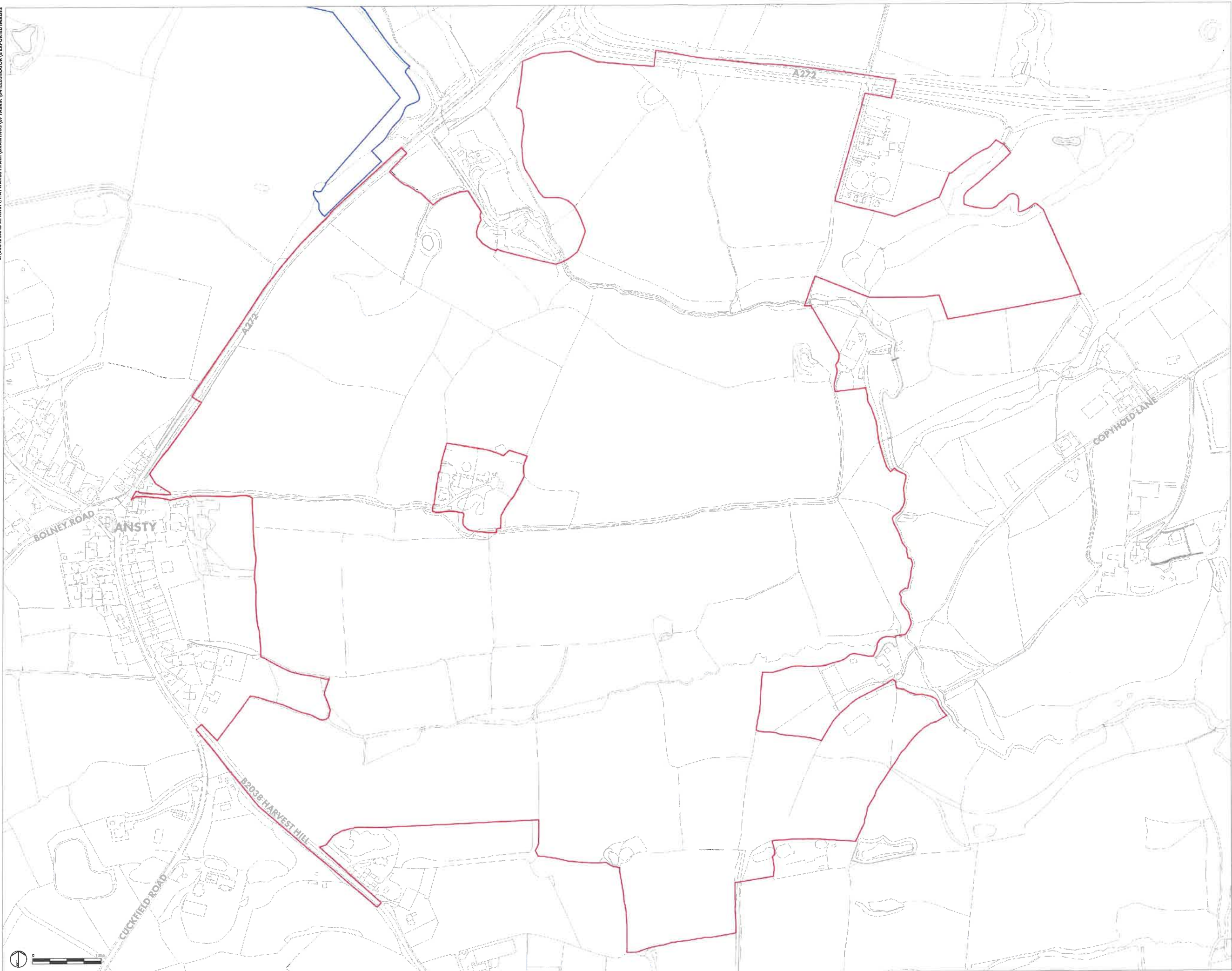
CATHERINE CAMPKIN
Witness name

1 RANDALL WAY,
EMSWORTH, PO10 8WJ
Witness address

RETIRED
Witness occupation

APPENDIX 1
LAND PLAN

J:\33012 LAND AT ANSTY, HAYWARDS HEATH DRAWINGS\07 FABRIK\04 ILLUSTRATOR\1 EXPORTED IMAGES



LEGEND
SITE BOUNDARY
PARKLAND RESERVES BOUNDARY

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SHE
M/S
JBB



21095
AUTHORISED OFFICER

08	Site boundary thickness amended	BS	23.05.25
07	Stream included within the site boundary	ID	22.05.25
06	Site boundary updated to incorporate new access	ID	21.05.25
05	Stream included within the site boundary	BS	17.11.23
04	Parkland reserve boundary change to blue	BS	04.10.23
03	Added country park boundary	BS	26.05.23
02	Amended boundary need to sew up works	BS	19.05.23
01	Updated site boundary	BS	12.04.23
REV.	DESCRIPTION	APP.	DATE



PROJECT TITLE
ANSTY GARDEN COMMUNITY

DRAWING TITLE
SITE BOUNDARY PARAMETER PLAN

ISSUED BY	London	T: 020 7820 1453	
DATE	MAY 2025	DRAWN	SD
SCALE	1:2,500	CHECKED	ID
STATUS	FINAL	APPROVED	BS
DWG. NO.	D3012-FAB-00-XX-DR-Y-038		

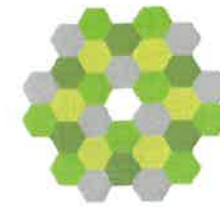
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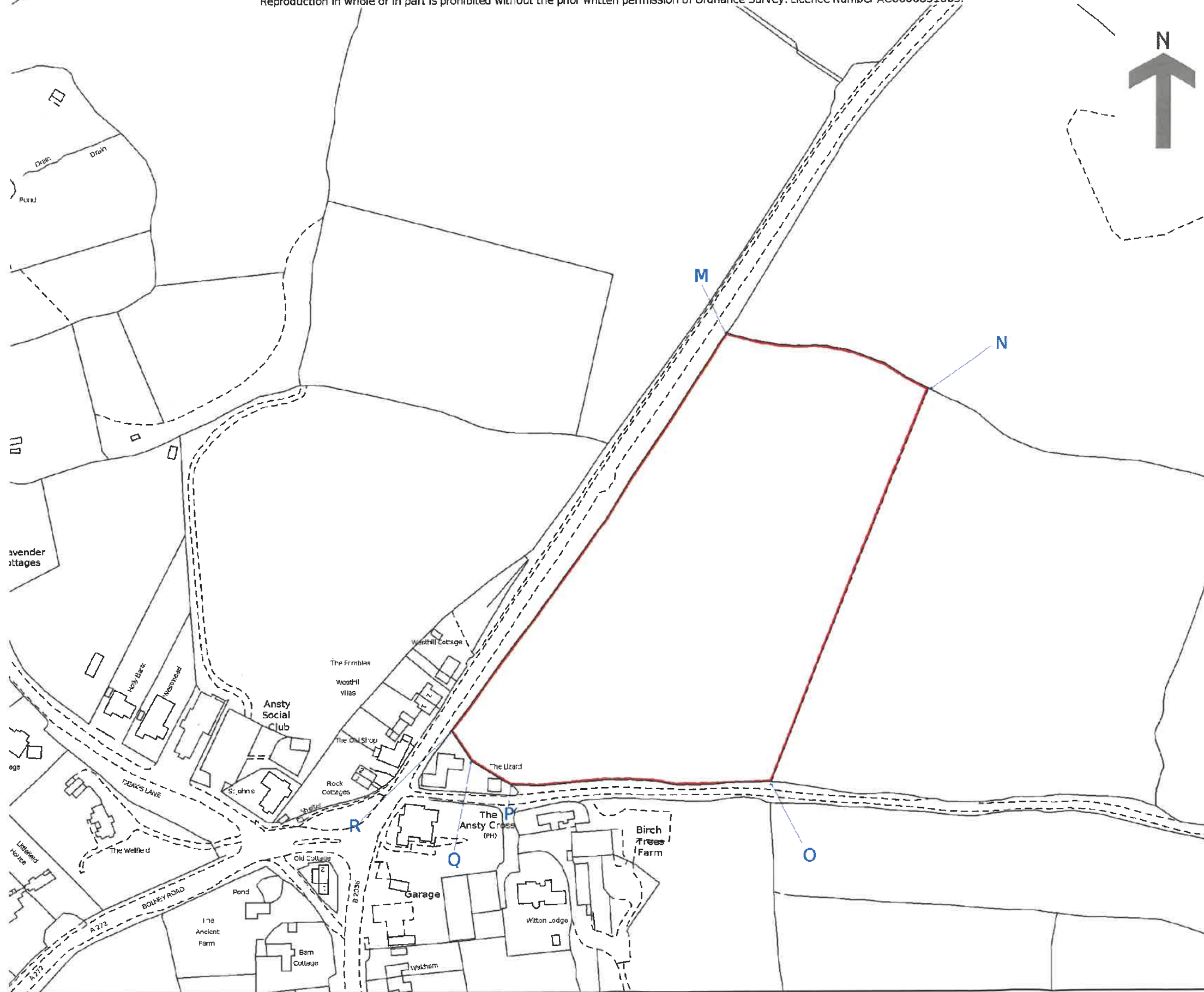
APPENDIX 2
THIRD PARTY LAND

HM Land Registry Current title plan

Title number **WSX328932**
Ordnance Survey map reference **TQ2923SW**
Scale **1:2500**
Administrative area **West Sussex : Mid Sussex**



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MIS
EON.
Scl.
35012/314/5/2026
Parade Ground

21695
AUTHORISED OFFICER

APPENDIX 3
ILLUSTRATIVE MASTERPLAN

ANSTY LAND AT ANSTY, HAYWARDS HEATH, LONDON. DRAWING OF ANSTY LAND AT ANSTY, HAYWARDS HEATH, LONDON.



- LEGEND
- ANSTY GARDEN COMMUNITY BOUNDARY
 - PARKLAND RESERVE BOUNDARY
 - DEVELOPMENT BLOCK
 - ANCIENT WOODLAND
 - EXISTING WOODLAND
 - PROPOSED TREES AND WOODLAND
 - PROPOSED RUDS
 - BIEN ACCESS
 - KEEP-LIVED SPINES STREET
 - KEEP-LIVED SPINNEY LOOP
 - FASTWAY STREET
 - PEATERS WOOD WITH BUS STOP
 - LOCAL CENTRE
 - RESIDENTIAL LIVING/CARE HOME
 - SPA PRIMARY & SENIOR SCHOOL
 - EXISTING ACCESS TRACK TO MACKERELL'S FARM COTTAGE RETAINED
 - RETAINED WOODLAND WITH SUFFER
 - RETAINED ANCIENT WOODLAND WITH SUFFER
 - RETAINED RED BROW
 - PARKLAND RESERVE
 - RETAINED POND
 - NEW POND/CUL-DE-SAC
 - REPORTED AND/OTHER, INCLUDING HOCKEY, SWIMMING POOL, INDOOR TENNIS AND RUGBY CODES
 - PUBLIC OPEN SPACE
 - FORMAL CHILDREN'S PLAY
 - ALLOTMENTS
 - REDEVELOPMENT WOODS VALLEY
 - MODALITY RUA

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AUTHORISED OFFICER

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JPB

35012/314/5/2016
Ingle
Brown

1	Site plan and layout of the site	10	10/10/16
2	Site plan and layout of the site	11	11/10/16
3	Site plan and layout of the site	12	12/10/16
4	Site plan and layout of the site	13	13/10/16
5	Site plan and layout of the site	14	14/10/16
6	Site plan and layout of the site	15	15/10/16
7	Site plan and layout of the site	16	16/10/16
8	Site plan and layout of the site	17	17/10/16
9	Site plan and layout of the site	18	18/10/16
10	Site plan and layout of the site	19	19/10/16
11	Site plan and layout of the site	20	20/10/16
12	Site plan and layout of the site	21	21/10/16

fabrik

LAND AT ANSTY, HAYWARDS HEATH
CONCEPT MASTERPLAN

ISSUED BY: London T: 020 7820 1453
DATE: SEP 2025 DRAWN: SD
SCALE: 1:2,500 CHECKED: ID
STATUS: FINAL APPROVED: 95
DWG. NO.: D3012-FAS-00-XX-DEY-009

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APPENDIX 4
BUS STRATEGY

Bus Strategy Delivery Package

The vision of the Bus Service Delivery Strategy is to ensure that the Site is well connected by sustainable transport modes and would enable future residents to access higher-order services and facilities, mainly located within Haywards Heath and Burgess Hill, without reliance on the private car.

The Bus Strategy Delivery Package secures regular frequency bus services connecting the Site with the main settlements and transport hubs of Haywards Heath and Burgess Hill, with connections locally in regard of improved services for Ansty and Cuckfield villages.

The Bus Strategy Delivery Package will be supported for a minimum of two years post the final residential occupation on the Site.

The Bus Strategy Delivery Package will provide a minimum of a half-hourly service between the Site and Haywards Heath and a minimum of an hourly service between the Site and Burgess Hill during weekday daytime hours. The Bus Strategy Delivery Package will also deliver the same frequency of service on a Saturday as well as a minimum hourly service to both destinations during evening hours and on Sundays.

The Route 1 service (to / from Haywards Heath via Cuckfield) will be operational prior to the occupation of 50 dwellings.

The Route 2 service (to / from Burgess Hill) will be operational prior to 30% occupation of dwellings.

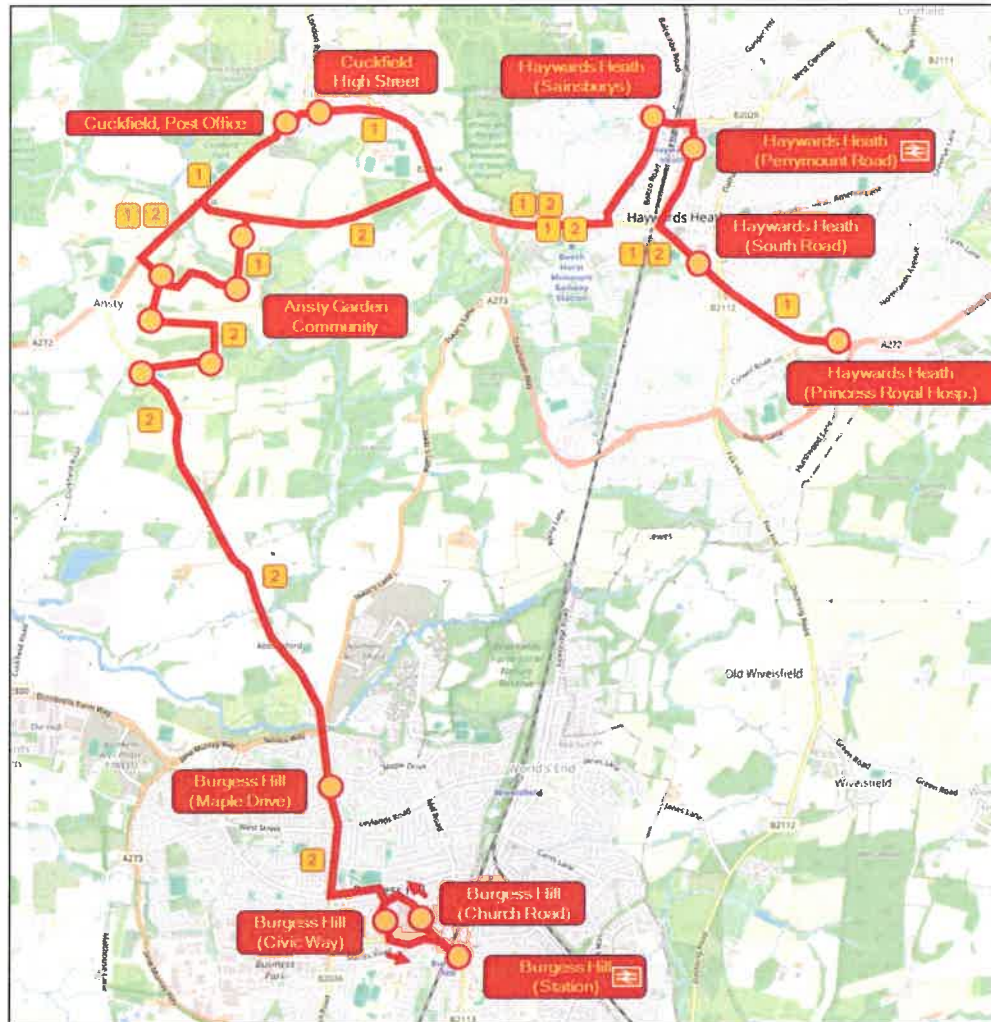
Figure 1 shows mapping of the extent of both Route 1 and Route 2 bus services and the principal stops served in Haywards Heath and Burgess Hill which include direct connections with the rail stations in both settlements as well as retail, employment and other town centre uses, including the hospital.

New bus stop infrastructure, both within the Site and on the A272 and B2036 corridors in vicinity of the Site, will be delivered in conjunction with the Bus Service Delivery Strategy. All residential dwellings within the Site will be within a 400m radius of bus stops.

Bus stops within the Appeal Site will be linked to the Mobility Hub network. The bus stop infrastructure will include waiting shelters with seating, flags, timetable information, accessible kerbing and bus cages, alongside safe crossing facilities for passengers to access active travel links.

The early delivery of the Bus Service Delivery Strategy aligns with the vision-led approach and meets the agreed objectives of influencing travel behaviour, reducing reliance on the private car and thereby realising modal shift targets. Throughout the phased development of the Site, these objectives will be continuously monitored through the Trip Monitoring Strategy.

Figure 1 Bus Service Routing



Long-Term Viability of Bus Service Strategy

The sustainability of the Bus Service Delivery Strategy has been rigorously assessed and agreed through pre-application discussions with the Highway Authority, WSCC. The Bus Service Delivery Strategy will be viable by full occupation of the Site with an interim level of financial support which is capable of supporting its introduction during the build-out period when, typically, the costs of providing the service outweighs the patronage and revenue.

The objective of supporting the Bus Service Delivery Strategy early on within the build-out of the development is to make travel choices available for residents as early as possible.

The independent commercial sustainability assessment which has supported the Bus Service Delivery Strategy demonstrates that it is expected to achieve commercial sustainability between year 5 and year 10 of the construction period, depending on bus uptake rates.

Compellingly, the independent commercial sustainability assessment indicates that there is a clear path to commercial sustainability for the Bus Service Delivery Strategy, utilising robust assumptions in a number of aspects.

APPENDIX 5

DECIDE AND PROVIDE STRATEGY FRAMEWORK

Framework Decide & Provide Strategy

Section 1: Introduction

This Framework Decide & Provide (D&P) Strategy relates to the:

"Outline planning application (All matters reserved except for access) for the redevelopment of land east of Ansty to create a new Garden Community, comprising the erection of up to 1.450 homes (including 30% affordable housing), up to 90 residential care (C2 units), a primary school, a SEND school, health HUB, sports facilities including all weather hockey pitches and tennis centre, allotments, retail, community and employment uses with ancillary and associated development including new and enhanced pedestrian / cycle routes, open spaces and landscaping."

The Outline Planning Application ("OPA") (Ref. DM/23/2866) was submitted to Mid Sussex District Council ("MSDC") in November 2023 and was accompanied by a comprehensive suite of technical documents and reports prepared by the incumbent Transport Consultant appointed by the Appellants at that time, Ardent Consulting Engineers ("ACE").

Throughout the determination period of the OPA, ACE engaged in extensive consultation and agreed matters with the relevant statutory consultees dealing with highways, transport, accessibility, and sustainability matters. This has included West Sussex County Council ("WSCC"), acting as the Local Highway Authority ("LHA") as well as their Public Rights of Way ("PRoW") officers, National Highways ("NH") as the Highway Authority responsible for the Strategic Road Network ("SRN") and Active Travel England ("ATE"), the government agency focussed on promoting walking, wheeling and cycling.

The OPA went to MSDC Planning Committee with Case Officer recommendation for approval. However, against Officer recommendation, the Planning Committee refused the application.

Following the issue of the Decision Notice, the Appellant has continued to engage with WSCC to establish matters of common ground for the purposes of the Appeal (PINS Ref. 6002030). A Highways Statement of Common Ground (HSoCG) has been agreed between the parties and submitted to the Inspector as a Core Document.

As part of the HSoCG, the Appellant and WSCC agreed that a Trip Monitoring Strategy would be developed and secured through the Section 106 Agreement.

The purpose of this Framework D&P Strategy is to establish the framework for implementing the agreed Trip Monitoring Strategy and to identify the potential mitigation measures that may be considered should monitored trip generation exceed agreed thresholds.

The contents of this Framework D&P Strategy are as follows:

- Section 2: Explains how the Framework D&P approach to the Development is expected to achieve reduced vehicle trip rates relative to a traditional forecast-led approach.
- Section 3: Sets out the agreed Trip Monitoring Strategy, including the methodology, monitoring periods and reporting requirements that will be applied as the Development is built out and occupied.
- Section 4: Defines the vehicle trip generation thresholds against which monitoring results will be assessed. These thresholds are derived from the latest version of the Mid Sussex Strategic Highway Model (MSSHM), which formed the basis of the highway impact assessment, and are presented in the ACE Transport Addendum (May 2025), submitted to the Inspector as a Core Document.
- Section 5: Sets out the details of mitigation measures that may be considered where monitored trip generation exceeds the agreed thresholds, together with the process for determining and implementing any such measures.

Section 2: Framework Decide & Provide Approach

This section outlines the principles of the Framework D&P Strategy that have informed the design of the Development and the associated vehicle trip generation forecasts.

The Framework D&P Strategy seeks to prioritise sustainable travel choices, particularly active travel modes such as walking and cycling. Through a vision-led approach to development, the strategy ensures that proposals are inherently sustainable and supported by a comprehensive package of sustainable interventions. These measures are designed to reduce the need to travel, provide genuine transport mode choice, and reduce reliance on private car use. This approach is increasingly being adopted by local and strategic highway authorities, including WSCC.

The Development has been designed in accordance with the principles set out within the "TRICS Guidance Note on Practical Implementation of the Decide and Provide Approach" (February 2021). The guidance describes a vision-led approach to transport planning whereby a desired future transport outcome is identified, and the development and transport strategy is designed to support its delivery.

This differs from the traditional Predict and Provide (P&P) approach, which has historically focused on forecasting future travel demand and providing infrastructure to accommodate that demand. The TRICS Guidance Note identifies a number of risks associated with this approach, including the potential over-provision of highway capacity, the under-provision of sustainable transport infrastructure and the creation of underutilised transport assets.

The TRICS Guidance Note states that the D&P approach provides an opportunity for more integrated transport and land-use planning and supports the application of the modal hierarchy by giving greater emphasis to walking, wheeling, cycling, and public transport from the outset of the planning process.

The TRICS Guidance Note further identifies a number of key drivers supporting the adoption of the D&P approach, including:

- Supporting the transition to net zero greenhouse gas emissions;
- Assisting with the delivery of national and local transport decarbonisation objectives; and
- Promoting health and wellbeing through increased levels of active travel.

In light of the above, the Development has been planned and assessed having regard to these principles.

Section 3: Trip Monitoring Strategy

This section sets out the agreed Trip Monitoring Strategy, including the methodology, monitoring periods and reporting requirements that will be applied as the Development is constructed, occupied and brought into full operation.

The Owners covenant with West Sussex County Council (WSCC) to implement the Trip Monitoring Strategy from Commencement of Development.

As previously mentioned, the Trip Monitoring Strategy forms a key component of the wider Framework D&P Strategy adopted for the Development. The Strategy has been developed to support the Travel Plan objectives of encouraging travel by sustainable modes, reducing reliance on private car use and monitoring whether the anticipated transport outcomes associated with the Development are being achieved.

To facilitate this monitoring, permanent Automatic Traffic Count (ATC) equipment shall be installed on each principal vehicular access to the Development, namely the Northern Access Roundabout, Western Access Roundabout, and Southern Access Roundabout. The ATC equipment shall comprise permanent traffic detection infrastructure capable of continuously recording vehicle movements entering and leaving the Development.

Details of the ATC equipment specification shall be submitted to and approved in writing by WSCC prior to installation. Subject to agreement with WSCC, the installation of the ATC equipment may be undertaken as part of the approved highway works delivered pursuant to Sections 278 and 38 of the Highways Act 1980.

The Trip Monitoring Strategy shall remain in operation until the second anniversary of Complete Occupation of the Residential Development, unless otherwise agreed in writing by WSCC.

Monitoring results shall be reviewed at the agreed assessment stages identified within this Strategy (i.e. at 50%, 75%, 100%, and +2 years of final occupation) and compared against the trip generation thresholds set out in Section 4. Where monitored trip generation exceeds the agreed thresholds, the review and mitigation procedures set out in Section 5 shall apply.

Section 4: Trip Generation Comparison Threshold

This section defines the vehicle trip generation thresholds against which monitoring results will be assessed. These thresholds are derived from the latest version of the Mid Sussex Strategic Highway Model (MSSHM), which formed the basis of the highway impact assessment, and are presented in the ACE Transport Addendum (May 2025), submitted to the Inspector as a Core Document.

For the purposes of monitoring, observed traffic flows shall be compared against forecast two-way vehicle trip generation rates (arrivals plus departures). This approach has been adopted because directional traffic patterns may vary between survey periods, whereas the principal consideration when assessing the impact of the Development on the surrounding highway network is the total volume of vehicle movements generated.

The vehicular trip rates presented in Table 4.1 are those agreed with WSCC for the Development and form the basis for calculating the applicable monitoring thresholds.

Table 4.1 Development Trip Generation & Trip Rates

Peak Hour	Without Reduction	With Reduction
AM (08:00 - 09:00)	0.512	0.479
PM (17:00 - 18:00)	0.459	0.426

The agreed trip rates comprise two categories:

- A standard trip rate; and
- A reduced trip rate applicable to strategic-scale developments where supporting infrastructure and sustainable travel measures have been delivered.

The reduced trip rates reflect assumptions incorporated within the MSSHM regarding home working trends, internal trip capture, local service provision, educational facilities and anticipated future mode share changes.

For the purposes of the Trip Monitoring Strategy, the standard trip rates shall apply until:

- a) more than 150 dwellings are occupied; and
- b) the relevant supporting non-residential infrastructure identified within the approved phasing strategy has been delivered and is operational (i.e. Local Centre and Primary School delivered and operational).

Thereafter, the reduced trip rates shall apply for the purposes of calculating the monitoring thresholds.

The applicable trip generation threshold for each monitoring stage shall be calculated by multiplying the number of occupied dwellings at the time of the survey by the relevant agreed trip rate set out in Table 4.1.

For the avoidance of doubt, the thresholds derived from Table 4.1 shall represent the baseline for monitoring purposes unless and until a Travel Plan adjustment has been formally agreed in writing with the County Council in accordance with this Strategy.

The submitted Framework Travel Plan identifies indicative outcome targets relating to reductions in single occupancy vehicle use, namely:

- a 3% reduction within 3 years of first occupation; and
- a 10% reduction within 5 years of first occupation.

These targets represent Travel Plan performance objectives and shall not automatically be applied to the trip generation thresholds.

Where, and only where, Travel Plan monitoring surveys demonstrate that the relevant outcome targets have been achieved and such achievement is agreed in writing by the County Council, an equivalent adjustment factor may be applied to the monitoring assessment for subsequent monitoring periods.

In such circumstances, the adjusted threshold shall be used solely for the purposes of comparison against observed traffic flows at future monitoring stages.

Where no such agreement is reached, the baseline thresholds derived from Table 4.1 shall continue to apply.

In the event that the applicable threshold is exceeded at any monitoring stage, the mitigation provisions set out in Section 5 shall apply.

Section 5: Mitigation Measures

This section sets out the mitigation measures that may be implemented where monitored vehicle trip generation exceeds the agreed thresholds identified in Section 4, together with the process for determining and delivering such measures.

Threshold exceedance shall be calculated by comparing observed two-way vehicle trip generation against the applicable trip generation threshold for the relevant monitoring stage.

The agreed mitigation measures identified in Table 5.1 have been selected to support the objectives of the Framework D&P Strategy by promoting sustainable travel choices and reducing reliance on private car use. The measures are intended to provide a proportionate and evidence-led response to any exceedance of the agreed monitoring thresholds.

Table 5.1 reveals the agreed strategy for triggers and anticipated mitigation

Table 5.1 Fallback Mitigation Measures

Stage of Development	Traffic Threshold Exceedance (Indicative)	Fallback Mitigation Measure	Delivery Mechanism
50% Occupation	>5% but <10%	Additional £200 per dwelling travel voucher and personal travel planning	Delivered by the developer through the Travel Plan process
	>10%	Off-Site active travel enhancements to local enhancements up to the value of £20,000	Delivered by the developer through S106 / S278 process
75% Occupation	>5% but <10%	Additional £200 per dwelling travel voucher and personal travel planning	Delivered by the developer through the Travel Plan process

	>10%	Off-Site active travel enhancements to local enhancements up to the value of £20,000	Delivered by the developer through S106 / S278 process
Complete Development	>5% but <10%	Additional £200 per dwelling travel voucher and personal travel planning	Delivered by the developer through the Travel Plan process
	>10% but <20%	Off-Site active travel enhancements to local enhancements up to the value of £20,000	Delivered by the developer through S106 / S278 process
	>20%	Provision of active and sustainable travel fund to WSCC up to the value of £85,000	Delivered via the S106 Agreement
2 Years Post Completion	>5% but <10%	Additional £200 per dwelling travel voucher and personal travel planning	Delivered by the developer through the Travel Plan process
	>10% but <20%	Off-Site active travel enhancements to local enhancements up to the value of £20,000	Delivered by the developer through S106 / S278 process
	>20%	Provision of active and sustainable travel fund to WSCC up to the value of £85,000	Delivered via the S106 Agreement
Maximum Contribution Value:		£250,000	

APPENDIX 6
FORM B EDUCATION SITE SUITABILITY CHECKLIST

Form B

Education Site Suitability Checklist (For Completion by Developer)

Site Name and Address:	Land East of Ansty
Postcode:	RH17 5AG
Site Area (hectares):	4.5Ha
Proposed school size and type:	2 FE Primary & Land for SEND

Please tick one column for each criterion. Supporting evidence must be provided for each answer as part of a Land Compliance Study. Please use the final column to signpost your evidence and any accompanying studies.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence (y/n)
Baseline Site Characteristics critical prior to land transfer (i.e. must be met)				
Early access to the site for WSCC employees and their agents to ensure site is fit for purpose, to undertake surveys and inspections prior to construction. Site to be clearly set out with tamper-proof markers		✓		
Utilities				
Utilities are provided to the site boundary including gas, water, electricity, foul, and surface water discharge.		✓		
Not crossed by or bounded by any powerlines. Any overhead or underground power cables and all infrastructure relating to them is outside the site's red-line boundary		✓		
Free of underground pipes, cables, underground utilities and any easements relating to the same		✓		
Masterplan Considerations				
Roughly rectangular in shape	✓			
Sufficient width and length for size of an education facility in line with current Building Bulletins	✓			
Centrally located within the overall development or area the school will serve	✓			
Accessible from suitable Highways (not a cul de sac) and with safe, direct, and segregated walking & cycling routes	✓			
Well located in relation to other neighbourhood facilities and public realm	✓			
Not crossed by any public rights of way or access wayleaves or other utility service	✓			
Not affected by potential sources of light pollution e.g. major roads, car parks or industry	✓			
Free of buildings and other surface structures	✓			

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence (y/n)
Level with surrounding areas and with suitable points of level access (pedestrian and vehicular)	✓			
Site sufficiently distant from any land use that could cause public anxiety, such as:				
• Chemical or petro-chemical production or storage	✓			
• Establishments storing or handling live viruses	✓			
• Facilities housing or treating people with a history of violence or a threat to children	✓			
• Incinerators	✓			
• Sites currently or previously used for land fill or rubbish disposal	✓			
• Aviation or high-speed transportation e.g., train lines, helipads or flight paths	✓			
• Major roads or traffic honeypots e.g., large retail outlets	✓			
• Prisons or facilities for persons with a history of offending	✓			
• Phone or radio masts and transmitters	✓			
• High voltage power lines	✓			
• Firing ranges, premises storing live ordnance / ammunition or UXB sites	✓			
• Land or buildings with a use emitting a strong odour, e.g. the cordon sanitaire of a sewage plant	✓			
• Quarries or other major sources of dust	✓			
• Premises housing dangerous animals, birds, reptiles or insects	✓			
Ground Conditions				
At least 30cm of clean topsoil, free from debris and/or other contaminants		✓		
Free from spoil and fly tipping		✓		
Free from foundations, fuel tanks and other buried structures		✓		
Free of soil and water table contamination		✓		
Free of pollution, contamination, and other Public Health risk factors		✓		
Outside any current or proposed 55db LAeq (30min) noise source or contour		✓		
Free from radon or potential sources thereof		✓		

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence (y/n)
Free from filled spaces including mineral workings and land fill		✓		
Free from invasive plants such as Japanese Knotweed		✓		
Air quality standards are met		✓		
Free from encumbrances that may need to be removed		✓		
Free of void spaces including wells, sumps and pits		✓		
Not affected by ground gasses and vapours		✓		
Free of items or structures of archaeological interest		✓		
Site Characteristics to be resolved in collaboration with WSCC Property & Assets prior to transfer (where the issue remains unresolved prior to transfer, it will be subject to abnormal costs in relation to the construction of the school)				
No trees on or abutting the site with reference to TPOs, ancient woodland or trees located such that they compromise efficient layout	✓			
Broadly level ground with a gradient across the site of between 1:60 and 1:100		✓		
Standard trench fill/strip foundations can be used	✓			
Free from protected species or habitats of special interest, e.g bats, dormice, newts etc	✓			
Free of ponds, ditches, or water courses	✓			
Does not require specialist acoustic fencing at any point along the boundary of the site			✓	Will require
Not part of a conservation area or subject to any special planning authority restrictions	✓			
No covenants are in place in relation to the land		✓		
No special arrangements or restrictions on the land have been negotiated formally or informally with neighbouring parties	✓			
Free draining across the whole site and not liable for flooding or record of previous flooding	✓			

If you have answered 'Will Meet' in relation to any criteria, please give details of how and when the criteria will be met below or on a separate sheet.

This is an outline application. All the required criteria will be assessed through detailed surveys leading up to the RM stage. We have no reason to believe there is anything hindering the site from the school development.

Please give details of any current or proposed adjoining land use that may disrupt the normal functioning of a school or early years & childcare facility, detract from learning or place anyone associated with the establishment at risk.

None

Please give any other details you know about, that may make this land unsuitable for a school or early years & childcare facility or may add to the cost of building or establishing one on the site.

None

DECLARATION

I confirm that the information I have given represents full disclosure of the facts and I have taken all necessary steps to ensure it is accurate beyond reasonable doubt. Should any information become evident in the future, that may have altered the response I have given, I will bring these facts to West Sussex County Council's attention immediately.

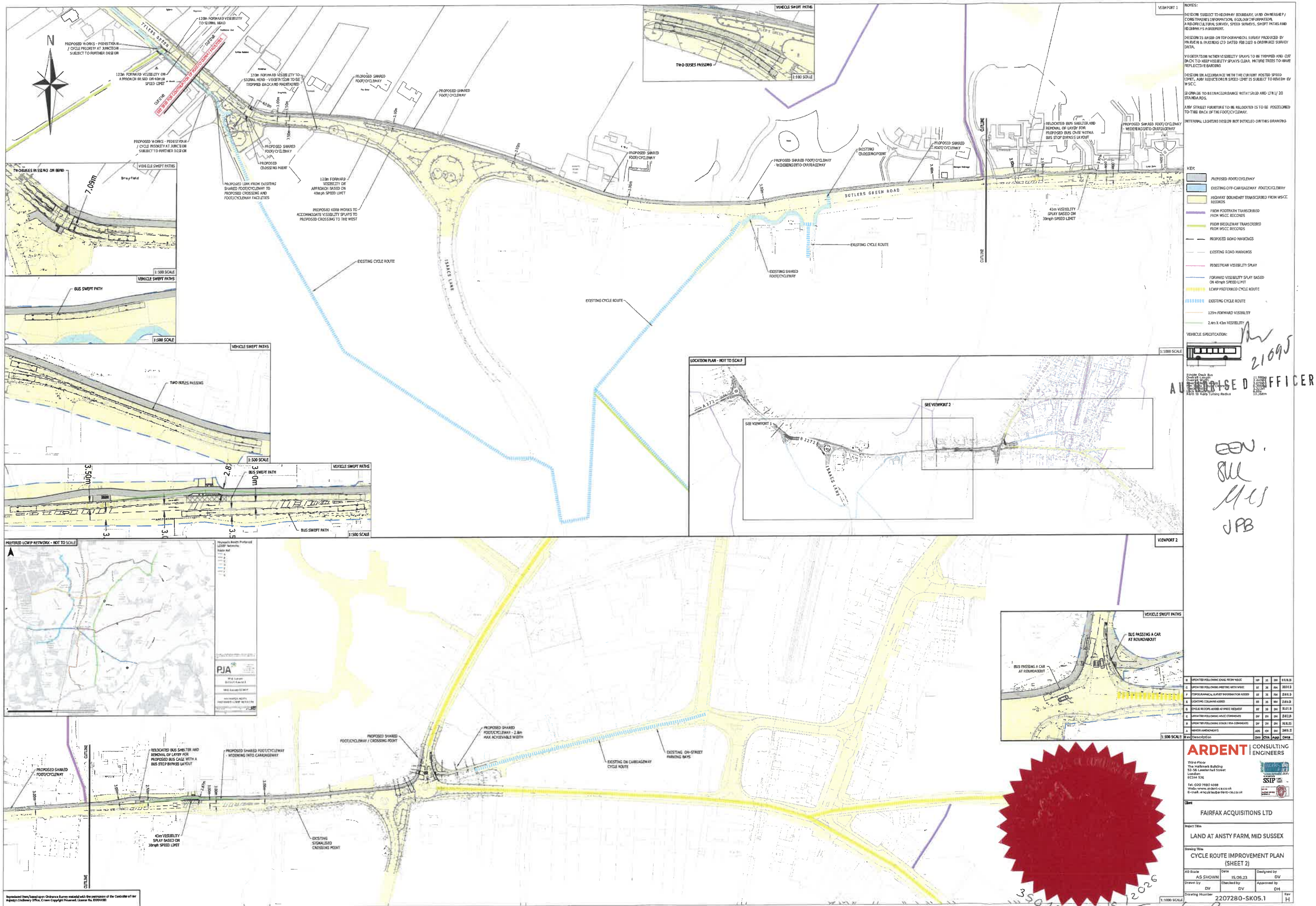
SIGNED:	Print Name:
ON BEHALF OF:	
DATE:	

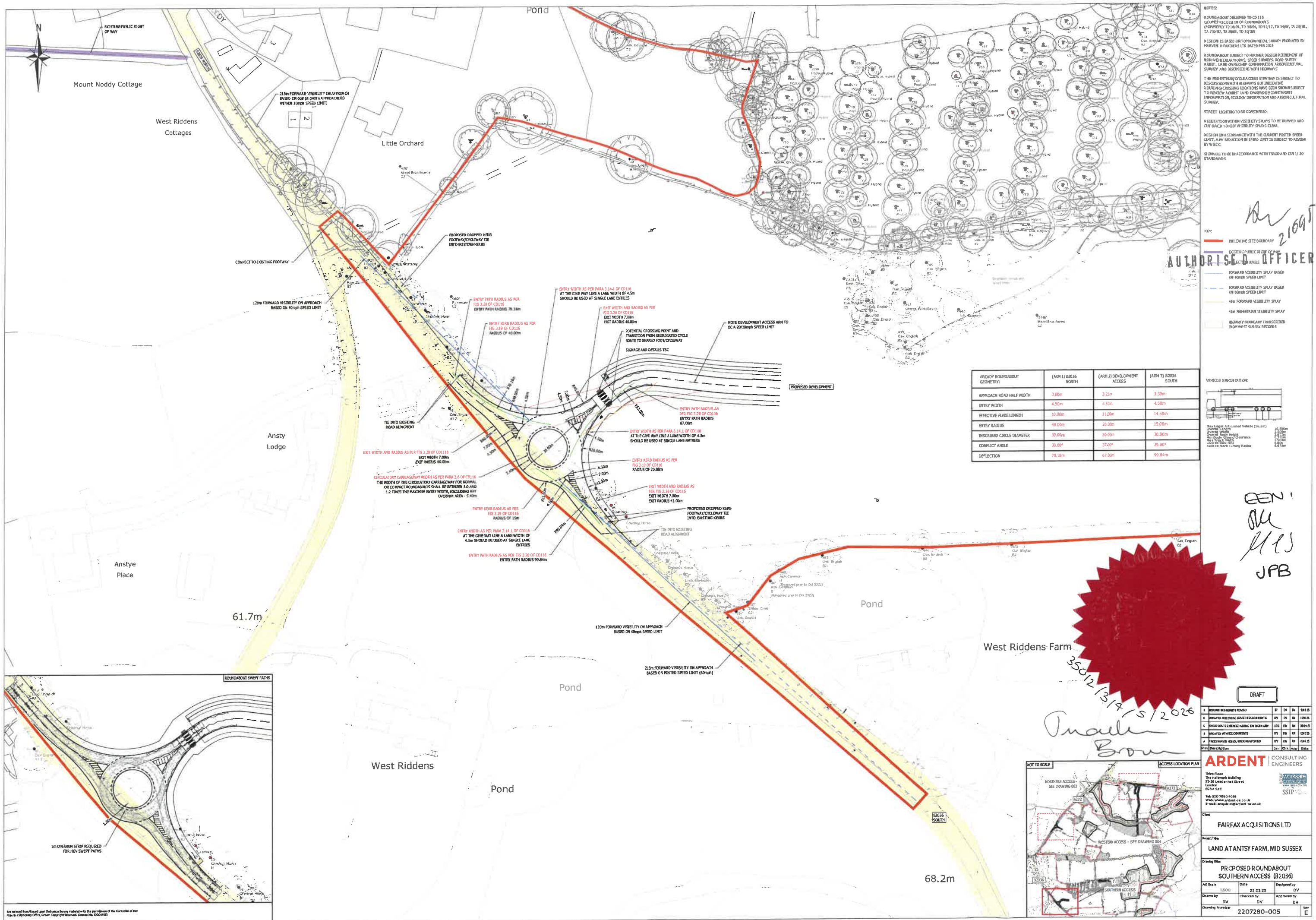
Supporting Information

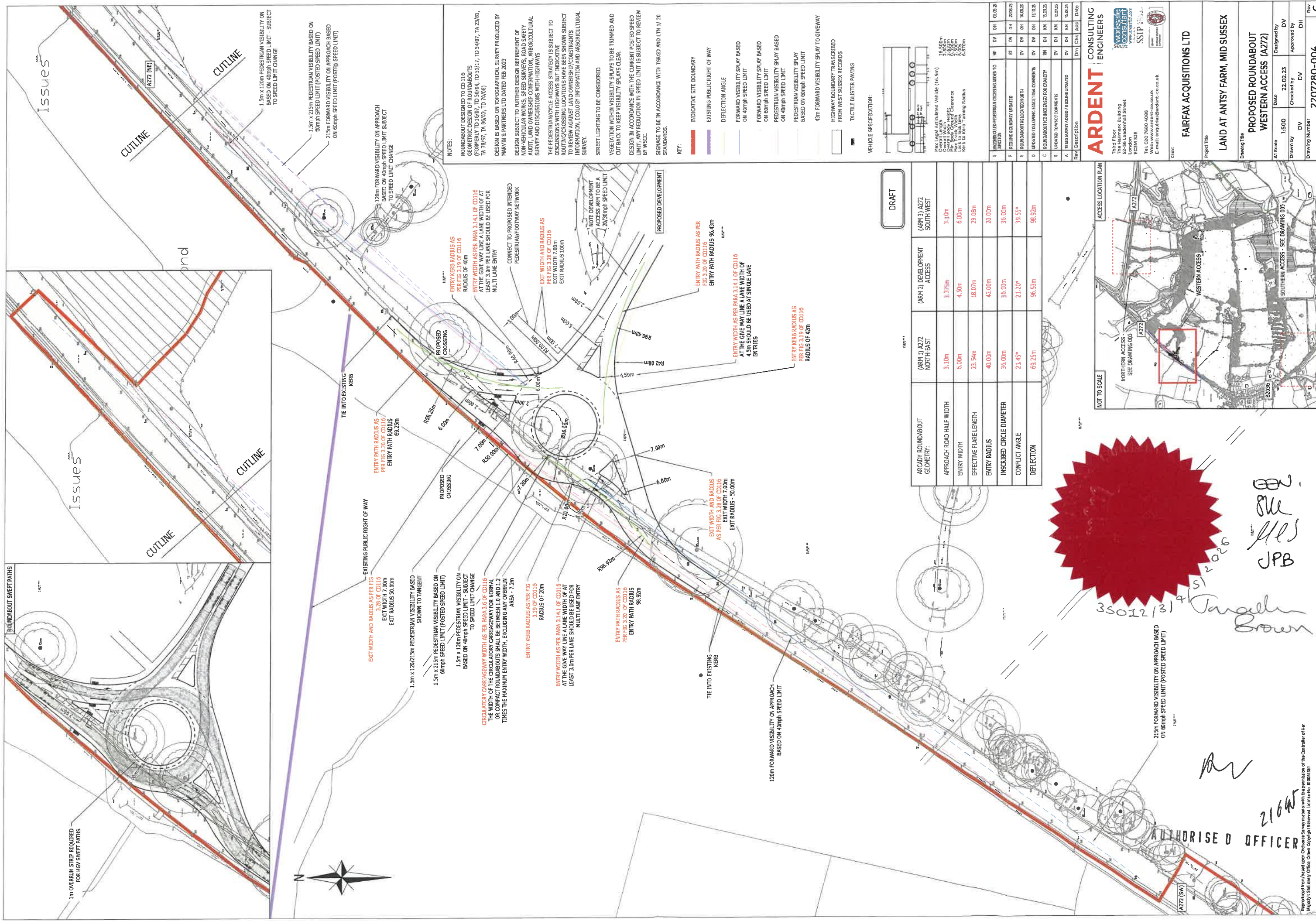
The developer is required to attach to the completed checklist a set of survey information listed below that have a transferable warranty that West Sussex County Council or our contractors can rely upon. It would be expected that the developer would already have much, if not all, of this information:

1. Ordnance Survey map or drawing and historical documents on previous use;
2. Topographical Survey of area;
3. Ground Conditions Study including local geology maps;
4. Soil and Ground Water Contamination Study;
5. Flood Risk Assessment including Environment Agency flood zone designation;
6. Habitat, Arboriculture and Ecology Study including site walkover report;
7. Planning Policy documents including relevant planning history;
8. Noise Assessment against criteria in DfE Building Bulletin 93 or equivalent;
9. Air Quality Assessment including reference to Air Quality Management Areas;
10. Partner organisation plans for area;
11. Utilities to the site boundary including gas, water, electricity, foul and surface water discharge. Documentary evidence to be provided;
12. CAD drawings (DWG as well as PDF format) to be provided prior to sign off of Section 106 Agreement to ensure site is fit for purpose.

APPENDIX 7
HIGHWAY WORKS DRAWINGS







NOTES:

ROUNDABOUT DESIGNED TO CD 116
GEOMETRIC DESIGN OF ROUNDABOUTS
(FORMERLY TO 1607, TO 5004, TO 5117, TO 5407, TA 23/81,
TA 78/97, TA 86/03, TO 70/08)

DESIGN IS BASED ON TOPOGRAPHICAL SURVEY PRODUCED BY
MARTIN & PARTNERS LTD DATED FEB 2023

DESIGN SUBJECT TO FURTHER DESIGN REFINEMENT OF
NON-VEHICULAR WORKS, SPEED SURVEYS, ROAD SAFETY
AUDIT, LAND OWNERSHIP INFORMATION, AGRICULTURAL
SURVEY AND DISCUSSIONS WITH HIGHWAYS

THE PEDESTRIAN/CYCLE ACCESS STRATEGY IS SUBJECT TO
DISCUSSIONS WITH HIGHWAYS BUT INDICATIVE
ROUTING/CROSSING LOCATIONS HAVE BEEN SHOWN SUBJECT
TO REVIEW AGAINST LAND OWNERSHIP/CONSTRAINTS
INFORMATION, ECOLOGY INFORMATION AND AGRICULTURAL
SURVEY.

STREET LIGHTING TO BE CONSIDERED.

VEGETATION WITHIN VISIBILITY SPLAYS TO BE TRIMMED AND
CUT BACK TO KEEP VISIBILITY SPLAYS CLEAR.

DESIGN IN ACCORDANCE WITH THE CURRENT POSTED SPEED
LIMIT, ANY REDUCTION IN SPEED LIMIT IS SUBJECT TO REVIEW
BY W502.

SEWAGE TO BE IN ACCORDANCE WITH TSKGD AND LTN 1/20
STANDARDS.

KEY:

- INDICATIVE SITE BOUNDARY
- EXISTING PUBLIC RIGHT OF WAY
- DEFLECTION ANGLE
- FORWARD VISIBILITY SPAY BASED ON 40mph SPEED LIMIT
- FORWARD VISIBILITY SPAY BASED ON 60mph SPEED LIMIT
- PEDESTRIAN VISIBILITY SPAY BASED ON 40mph SPEED LIMIT
- PEDESTRIAN VISIBILITY SPAY BASED ON 60mph SPEED LIMIT
- 43m FORWARD VISIBILITY SPAY TO GIVEWAY
- HIGHWAY BOUNDARY TRANSCRIBED FROM WEST SUSSEX RECORDS
- TACTILE BLISTER PAVING

VEHICLE SPECIFICATION:

Max Legal Articulated Vehicle (16.5m)
Max Legal Width (2.55m)
Max Legal Height (4.0m)
Min Entry Clearance (2.1m)
Min Exit Clearance (2.1m)
Min Lock to Lock Time (6.0s)
Min Lock to Lock Time (6.0s)

DRAFT

ARCADY ROUNDABOUT GEOMETRY:	(ARM 1) A272 NORTH-EAST	(ARM 2) DEVELOPMENT ACCESS	(ARM 3) A272 SOUTH WEST
APPROACH ROAD HALF WIDTH	3.10m	3.375m	3.10m
ENTRY WIDTH	6.00m	4.50m	6.00m
EFFECTIVE FLARE LENGTH	23.54m	18.07m	29.08m
ENTRY RADIUS	40.00m	42.00m	20.00m
INScribed CIRCLE DIAMETER	36.00m	36.00m	36.00m
CONFLICT ANGLE	21.45°	21.20°	35.55°
DEFLECTION	69.25m	96.53m	96.92m

Rev	Description	Drn	Chk	App	Date
G	ISSUED FOR PEDESTRIAN CROSSING ADDED TO LAYOUT	HP	DV	DM	06.09.25
F	REDLINE BOUNDARY UPDATED	BT	DV	DM	22.05.25
E	ROUNDABOUT FLOW/ACCESS/ARM	DV	DV	DM	18.05.25
D	UPDATED FOLLOWING STAGE 1/4 COMMENTS	DV	DV	DM	18.10.25
C	ROUNDABOUT TO INCLUDE FOR CIRCULARITY	DM	DM	DM	13.09.23
B	UPDATED TO W502 COMMENTS	DV	DM	DM	12.02.23
A	TRUCK SURVEY VIDEO / FIDELITY UPDATED	DV	DM	DM	13.09.23

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SSIP

FAIRFAX ACQUISITIONS LTD

Project Title
LAND AT ANTISY FARM, MID SUSSEX

Drawing Title
PROPOSED ROUNDABOUT WESTERN ACCESS (A272)

At Scale 1:500

Date 22.02.23

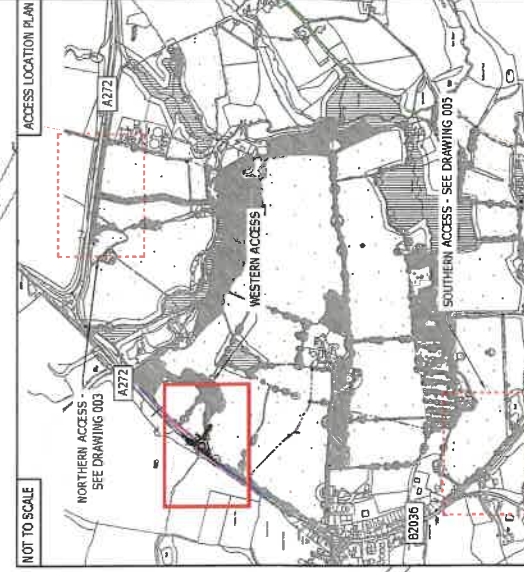
Designed by DV

Checked by DV

Approved by DH

Drawing Number 2207280-004

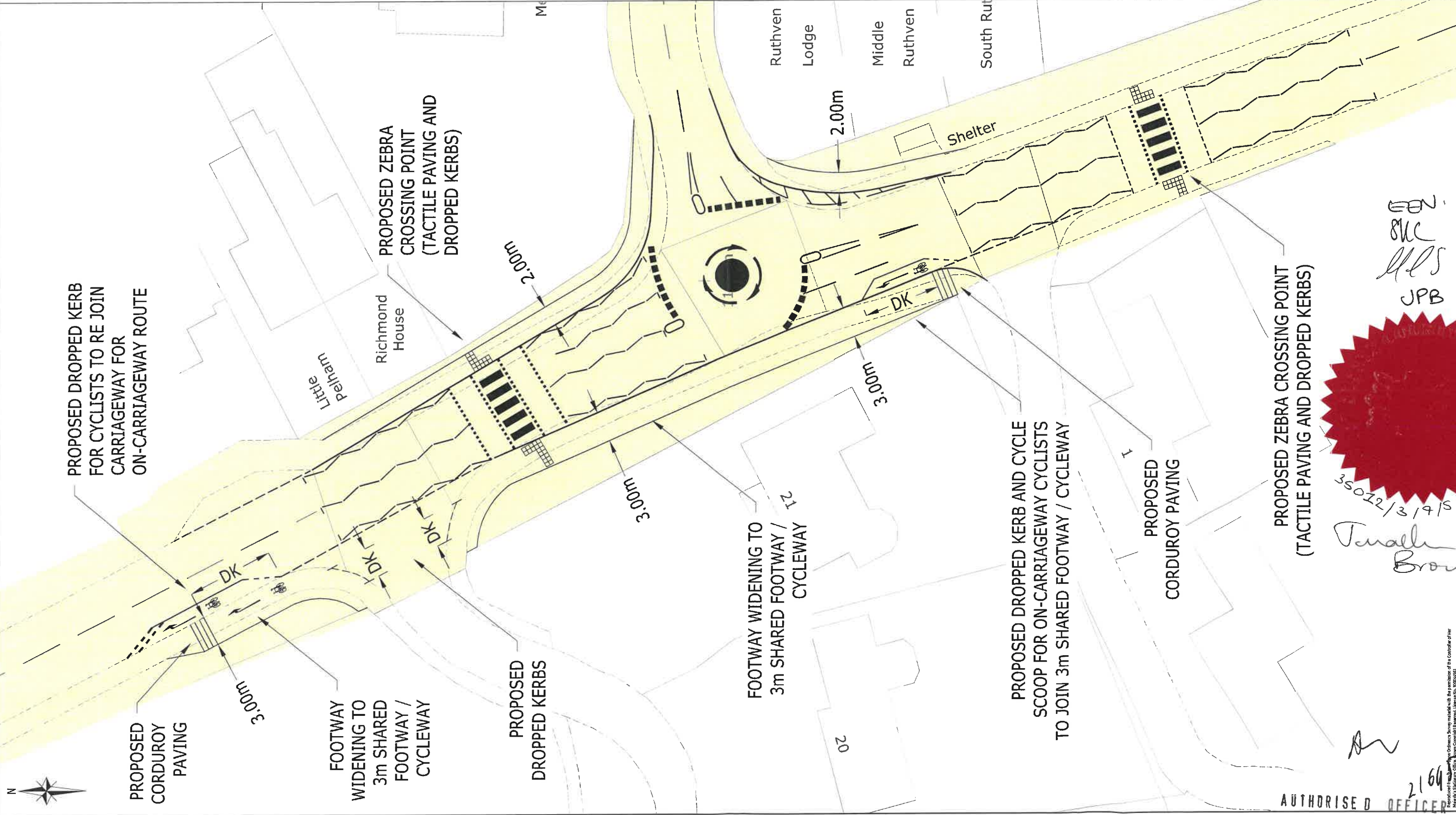
Rev C



35012/31/4/51
2026
JPB

216W
AUTHORISED OFFICER

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NOTES:

DRAWING IS SUBJECT TO: TOPOGRAPHICAL SURVEY, DETAILED DESIGN AND HIGHWAYS APPROVAL.

SIGNAGE DETAILS TO BE PROVIDED IN ACCORDANCE WITH TSRGD AND LT1/20 STANDARDS

KEY:

HIGHWAY BOUNDARY TRANSCRIBED FROM MSCC RECORDS

17.02.23

DV

DH

BT

SAF

DM

CHK

APP

DATE

17.02.23

20.02.23

AR

RDENT

CONSULTING ENGINEERS

Third Floor
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London EC3M 5JE
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E-mail: enquiries@ardent.co.uk

worksafe
consultant
SSTP

Client

FAIRFAX ACQUISITIONS LTD

Project Title

LAND AT ANSTY FARM, MID SUSSEX

Drawing Title

POTENTIAL ROUNDABOUT IMPROVEMENTS

A2 Scale 1:250

Date 14.12.22

Drawn by BT

Checked by SAF

Approved by DH

Drawing Number 2207280-002

Rev B

2164

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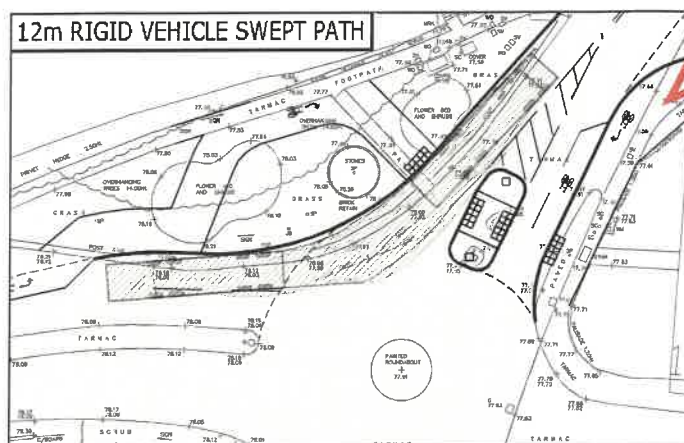
35012/3/4/5/2026

JPB

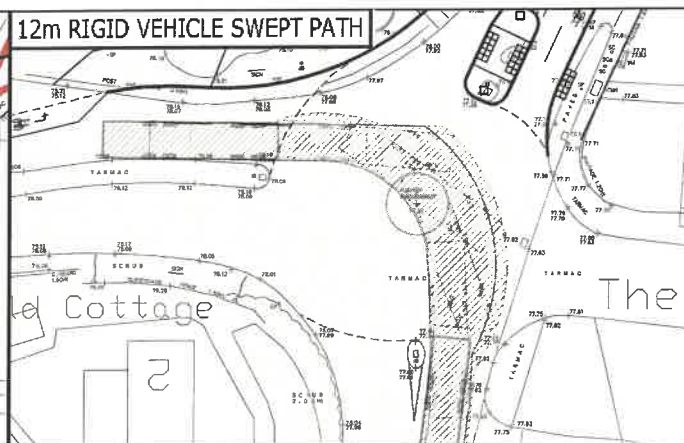
35012/3/4/5/2026

2164

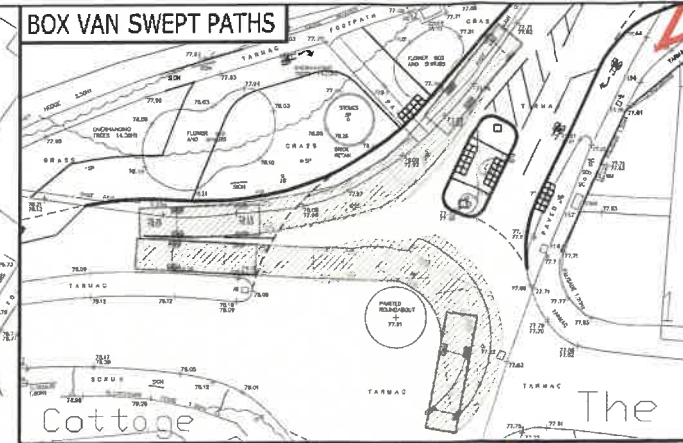
12m RIGID VEHICLE SWEEP PATH



12m RIGID VEHICLE SWEEP PATH



BOX VAN SWEEP PATHS

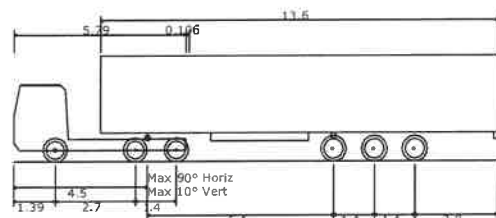


1.5m x 36m
VISIBILITY SPY
(MAX ACHIEVABLE)

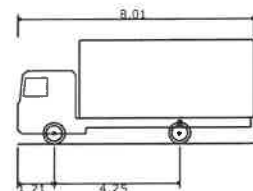
1.5m x 31m
VISIBILITY
SPY
(MAX
ACHIEVABLE)

VEHICLE SPECIFICATION

Rigid Truck
Overall Length 12.000m
Overall Width 2.500m
Overall Body Height 3.928m
Min Body Ground Clearance 0.412m
Track Width 2.471m
Lock to lock time 6.00s
Kerb to Kerb Turning Radius 11.900m

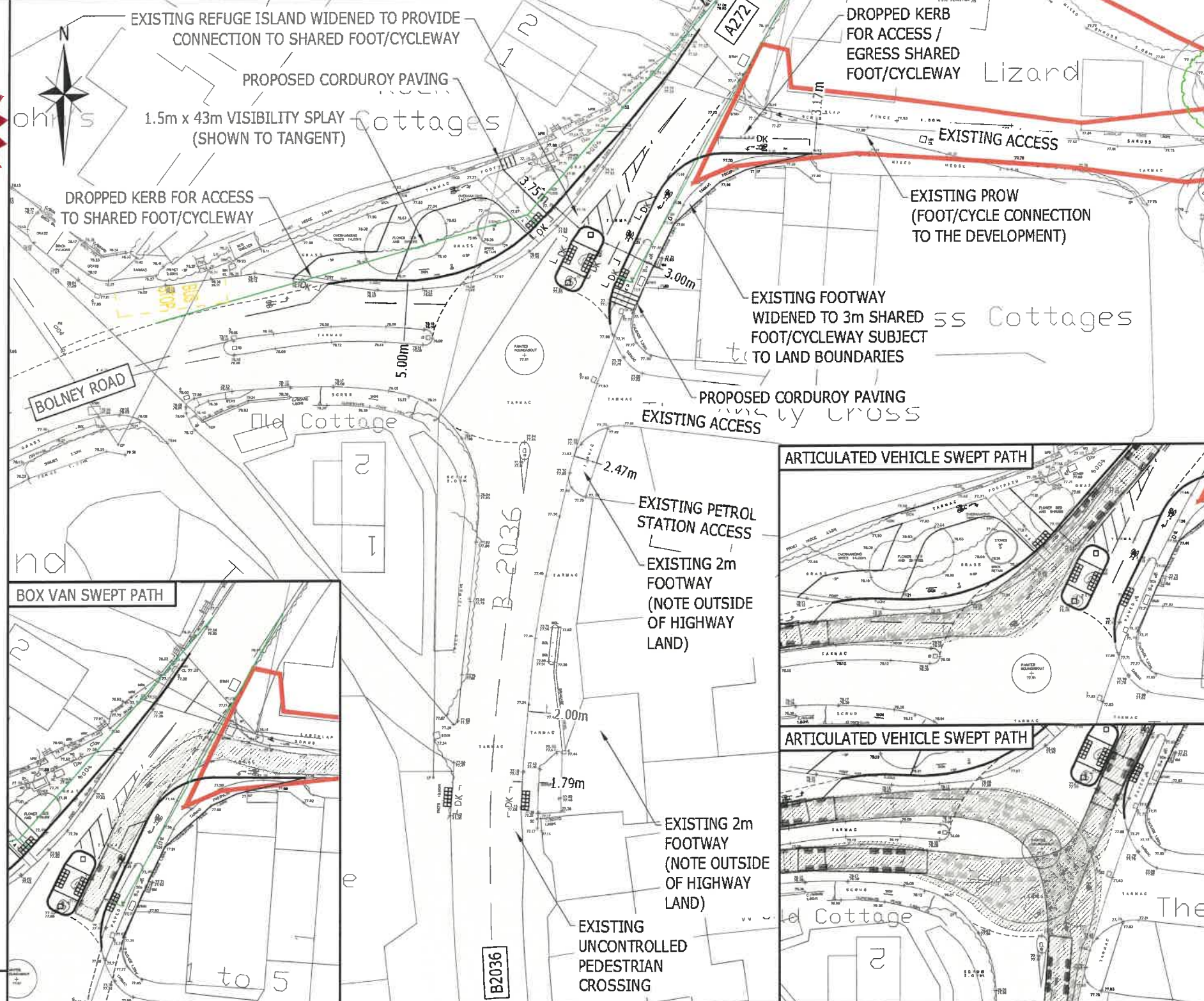


16.5m Articulated Vehicle
Overall Length 16.500m
Overall Width 2.500m
Overall Body Height 3.632m
Min Body Ground Clearance 0.396m
Max Track Width 2.500m
Lock to lock time 6.00s
Kerb to Kerb Turning Radius 6.870m



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

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NOTES:

THE PEDESTRIAN/CYCLE ACCESS STRATEGY IS SUBJECT TO DISCUSSIONS WITH HIGHWAYS BUT INDICATIVE ROUTING/CROSSING LOCATIONS HAVE BEEN SHOWN SUBJECT TO REVIEW AGAINST LAND OWNERSHIP/CONSTRAINTS INFORMATION, ECOLOGY INFORMATION AND ARBORICULTURAL SURVEY.

VISIBILITY SPY SUBJECT TO SPEED LIMIT CHANGE AND DISCUSSIONS WITH HIGHWAYS.

SIGNAGE TO BE IN ACCORDANCE WITH TSRGD AND LTN/120 STANDARDS.

KEY:

- INDICATIVE SITE BOUNDARY TO BE CONFIRMED
- HIGHWAY BOUNDARY TRANSCRIBED FROM MID SUSSEX RECORDS

DRAFT

D	ADDITIONAL ARTICULATED VEHICLE TRACKS ADDED	BT	BT	CH	15.05.25
C	ARTICULATED VEHICLE TRACKS ADDED	DV	DV	CH	29.04.25
B	UPDATED FOLLOWING STAGE 1 RSA COMMENTS	DV	DV	CH	17.10.23
A	UPDATED TO ALLOW 5M ENTRY WIDTH	DV	DV	CH	22.09.23
Rev	Description	Drn	Chk	App	Date

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Client

FAIRFAX ACQUISITIONS LTD

Project Title

LAND AT ANTSEY FARM, MID SUSSEX

Drawing Title

PROPOSED CYCLE CONNECTIONS
A272 / BOLNEY ROAD / B2036

A3 Scale	Date	Designed by
1:500	03.08.23	DV
Drawn by	Checked by	Approved by
DV	DV	KM
Drawing Number	2207280-007	Rev D

APPENDIX 8
HIGHWAY WORKS SCHEDULE

Land East of Ansty Way, Cuckfield Bypass, Cuckfield, West Sussex RH17 5AG

PINS Ref.: 6002030
LPA Ref: DM/23/2866

Highway Works Schedule

Version: 1.6
Date: 03-Jun-26

Description of Works	Plan Ref.	Revision	Delivery Trigger Point
Active Travel Infrastructure			
Cycle Route Improvement Plan	2207280-SK05	H	Prior to first occupation of development works to be completed between and inclusive of A272 / B2036 roundabout and A272 / B2184 Broad Street roundabout
Public Rights of Way Improvement Plan	2207280-014	A	No more than 30% of development to be occupied until works are completed to upgrade Footpath 62CR to Bridleway specification
Proposed Cycle Connections A272 / Bolney Road / B2036	2207280-007	D	No more than 30% of development to be occupied until works are completed
Cycle Route Improvement Plan	2207280-SK05.1	H	Prior to occupation of the 75th dwelling works to be completed between and inclusive of A272 / B2184 Broad Street roundabout and the B2272 Butlers Green Road / Paddockhall Road roundabout
B2036 London Road / Ardingly Road min-roundabout	2207280-002	B	No more than 50% of development to be occupied until works are completed
Public Rights of Way Improvement Plan	2207280-014	A	No more than 50% of development to be occupied until works are completed to upgrade surfacing on Bridleway 67CR / 50bCU
Highway Infrastructure			
Western Access Roundabout	2207280-004	G	Prior to first occupation of development within the development parcel directly served, as detailed in the Phasing Plan approved by Condition xxxx
Northern Access Roundabout	2207280-003	G	Prior to first occupation of development within the development parcel directly served, as detailed in the Phasing Plan approved by Condition xxxx
Southern Access Roundabout	2207280-005	E	Prior to first occupation of development within the development parcel directly served, as detailed in the Phasing Plan approved by Condition xxxx
A272 / Tyler's Green / Issac's Lane Roundabout	2207280-016	C	No more than 50% of development to be occupied until works are completed
Traffic Regulation Order (TROs) for changes to speed limit on A272 & B2036 Harvest Hill			TROs to be published & advertised prior to commencement of development.

APPENDIX 9

PRIMARY SCHOOL FACILITY DEVELOPMENT AGREEMENT

DATED

2026

(1) [name of developer]

(2) **WEST SUSSEX COUNTY COUNCIL**

**DEVELOPMENT AND SALE AGREEMENT
RELATING TO LAND EAST OF ANSTY, ANSTY,
CUCKFIELD, WEST SUSSEX**

DATE

2026

PARTIES

- (1) [NAME OF DEVELOPER] registered in England and Wales under Company Registration Number whose registered office is at (the **Developer**); and
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (**Council**).

INTRODUCTION

- (A) The Developer owns the freehold of the Property and intends to develop the Property as more particularly set out in the Planning Permission
- (B) The Developer has obtained the Planning Permission from the Local Planning Authority to develop the Property
- (C) Under the Outline Planning Permission, the Developer agreed to enter into the Planning Agreement which included (amongst other things) a covenant by the Developer with Mid Sussex District Council and West Sussex County Council to build the School for the Council
- (D) The School is to be built in an area in respect of which the Council has responsibility for education services and has duties to secure necessary capacity and to promote high standards in education.
- (E) Once the Developer has procured the construction of the School on the Property, and the School has been practically completed in accordance with the terms of this Agreement then the Developer will transfer the Property to the Council .
- (F) The Council will make all necessary arrangements for the operation of the School once practically completed .

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following definitions shall apply unless the context requires otherwise:

2002 Act

the Land Registration Act 2002;

Academy Trust

such academy trust as may be selected by West Sussex County Council and approved by the Secretary of State for Education

Act

the Town and Country Planning Act 1990;

Act of God

the happening of some event which could not be caused by the action or intervention of man and the loss from which could not have been avoided or prevented by any reasonable amount of foresight, pains or care;

Act of Terrorism

an act (including the use of force or violence or the threat of them) of any person or group of persons whether acting alone, or on behalf of, or in connection with, any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear and such other acts or things as may be included within the wording adopted in the London insurance market from time to time for the exclusion of cover in respect of acts of terrorism;

Actual Completion

actual completion of the Transfer and **Date of Actual Completion** shall be interpreted accordingly;

All Risks Insurance;

has the meaning given to that expression in JCT DB 2016;

Appointments

the deeds of appointment to be entered into between the Developer and the members of the Design Team and the Employer's Agent in the form of the drafts set out in Appendix 1;

Approved Scheme

the scheme for carrying out the Developer's Works in accordance with the Programme as varied from time to time pursuant to the terms of this agreement;

Architect

.....(Company Registration Number) of or such other independent person, firm or such other experienced and suitable company (being in the case of an individual a professional associate or fellow of the Royal Institute of British Architects and in the case of a firm or company having at least one partner or director (as the case may be) who is an associate or fellow of the said Institute) as may be appointed by the Developer or the Building Contractor to be the Architect for the purposes of this agreement and who shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

Buildings

A two form entry (FE) primary school with associated facilities and hard and soft play areas and early years facility and special support centre provided as part of the Development on the Primary School Land in accordance with the Primary School Facility Scheme at the Property in accordance with BB103 and BB104, the Specification and the Drawings, all fitted out with Fixtures, Fittings and ICT Equipment so that the primary school and special support centre are ready for immediate use on Practical Completion;

Building Contract

the building contract or contracts to be entered into as a deed between the Developer and the Building Contractor for the carrying out of the Developer's Works and which is annexed at Annex A with such amendments (if any) as the Council may require or as the Developer shall obtain the approval of the Council to the Employer's Requirements and the Contractor's Proposals;

Building Contractor

a substantial and financially sound and experienced building contractor as the Developer shall employ from time to time under the Building Contract and who shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

CDM Principal Designer

such person as is appointed under regulation 5(1)(a) to perform the duties specified in regulations 11 and 12 CDM Regulations;

CDM Regulations

the Construction (Design and Management) Regulations 2015 (SI 2015/51) and any modification or statutory re-enactment thereof or any amendment to a regulation therein;

Certificates

any of the Practical Completion Certificate and the Notice of Completion of Making Good;

Collateral Warranty Deeds

deeds of collateral warranty in favour of the Council in the form of the agreed drafts set out in Appendix 2 to be entered into by the respective members of the Construction Team together with any replacement party that may from time to time be appointed by the Developer or the Building Contractor subject only to such minor amendments as do not materially attenuate the liability of the warrantor and which shall first be approved by the Council;

Communication

any notice, application, approval, certificate or other communication from or on behalf of one party to another pursuant to the terms of this agreement;

Completion Date

the tenth Working Day after the Date of Practical Completion or such earlier date as the parties may mutually agree;

Construction Phase Plan

the plan that the Principal Contractor must prepare to comply with regulations 12 or 15 CDM Regulations;

Construction Team

the Building Contractor, the Design Team, the Employer's Agent and the Warranting Sub-Contractors;

Contract Rate

4% above the base rate of the Bank of England from time to time;

Contractor's Proposals

the documents showing and describing the Building Contractor's proposals for the design and construction of the Developer's Works to be supplied to the Developer in response to the Employer's Requirements;

Council's Technical Advisor

means such suitably qualified person as may be appointed by the Council and notified to the Developer for the purposes of this Agreement;

Court

a court of competent jurisdiction;

Date of Practical Completion

the date of issue of the Practical Completion Certificate;

DBS

Means the Disclosure Barring Services

Deed of Covenant

A deed of covenant in favour of the Council in the agreed form attached to this Agreement at Appendix 7.

Defects

any defects, shrinkages or other faults in the Developer's Works which are due to materials or workmanship or frost or landscape features or landscape planting which fail to thrive within the 12 (twelve) month defect liability period under the Building Contract due

to a failure of specification, or installation or

a failure to following the maintenance required within the first twelve-month period following planting of the Landscape Works on the part of the Developer or Building Contractor ;

Deleterious Materials

any building materials or agents used in connection with the construction process which at the time of specification or proposed use are generally considered by construction industry professionals at such time as (either in themselves or in combination with other materials with which they may be used in combination in works or as acted upon by environmental factors with which they may come into connection (either during the carrying out of works or thereafter) or when used in a particular situation or in particular quantities or concentrations);

- (a) being hazardous to health;
- (b) damaging to structures of a comparable type to the structure in which they are intended to be incorporated or impairing the performance of or reducing the stability of such structures;
- (c) giving rise to a requirement for maintenance of structures of a comparable type to the structure in which they are intended to be incorporated at a higher level of frequency or expense than that which would normally be expected in a structure of comparable type;
- (d) tending to reduce the life expectancy below the design-life expectancy of any materials with which they are intended to be combined or any materials to which they are intended to be affixed, or the structure in which they are intended to be incorporated or affixed;
or

Design Data

all drawings, reports, documents, plans, software, formulae, calculations and other data whatsoever in any medium prepared by or on behalf of the Developer relating to the design and construction of the Developer's Works;

Design Team

the Architect, the Landscape Architect, Construction Engineer and any other consultants who are involved with the design of the Developer's Works;

Developer

the first party to this agreement and includes its successors-in-title and permitted assigns;

Developer's Solicitors

..... [(ref:)] or such other firm of solicitors appointed by the Developer from time to time and notified to the Council;

Developer's Works

the works to be carried out by or on behalf of the Developer as more particularly shown or described in the Drawings and may include any part of the Developer's Works and shall include:

- (a) the demolition of any existing buildings and structures and site clearance and preparation;
- (b) the construction and laying of the Services to the Buildings;
- (c) the construction of the Buildings;
- (d) the Landscaping Works;
- (e) the carrying out of any works required to remediate the contamination of the Property as required pursuant to the terms of the Planning Permission;
- (f) the installation of Fixtures, Fittings and ICT Equipment to enable the immediate use of the school and special support centre from the date of Practical Completion

Dispute

a dispute, issue, difference, question or claim as between the Council and the Developer relating to or arising at any time out of this agreement;

Dispute Notice

a notice requiring a dispute to be referred to a Specialist and proposing an appropriate Specialist;

Drawings

the drawings annexed at Appendix 3 and as listed as follows:

Together with the Specification and the expression shall include all such variations and alterations to them from time to time made pursuant to and in accordance with the terms of this agreement;

Dwelling

Means the dwelling units to be constructed on the Site pursuant to the Outline Planning Permission for the use as a private residence of the occupier

Electronic Payment

payment by electronic means in same day cleared funds from an account held in the name of the payor's solicitors at a clearing bank to an account in the name of the payees' solicitors;

Employer's Agent

..... (Company Registration Number of
..... or such other experienced and qualified person as employer's
agent as shall be appointed by the Developer and approved by the Council (such approval
not to be unreasonably withheld or delayed);

Employer's Requirements

the documents to be supplied to the Building Contractor by the Developer showing and describing or otherwise stating the Developer's requirements for the design and construction of the Developer's Works;

Event of Default

- (a) the Developer not substantially commencing the Developer's Works within 10 (ten) Working Days of the relevant date set out in the Programme which relates to commencement of the Developer's Works;
- (b) the Developer (before the Date of Practical Completion but not otherwise) committing a material breach of this agreement and failing within 10 (ten) Working Days of notice being given by the Council or the Council's Surveyor (or sooner in case of emergency) to commence appropriate action to investigate such breach and thereafter failing diligently to remedy such breach as soon as reasonably practicable to the reasonable satisfaction of the Council ;
- (c) the Developer ceasing to carry out the Developer's Works or repudiating this agreement;

Event of Insolvency

- (a) in relation to a company;
 - (i) it being deemed unable to pay its debts as defined in section 123 Insolvency Act;
 - (ii) a proposal being made for a voluntary arrangement under Part I Insolvency Act;
 - (iii) an administration order being made under Part II Insolvency Act, or an administrator being appointed out of Court;
 - (iv) a receiver or manager (including an administrative receiver) being appointed over any property of the company;
 - (v) an order being made, or resolution being passed for its winding-up or an order being made for the winding-up of the company under Part IV Insolvency Act or or voluntary winding-up (other than a members' voluntary winding-up which is for the sole purpose of amalgamation and reconstruction while solvent);
 - (vi) a provisional liquidator being appointed under section 135 Insolvency Act;

- (vii) a proposal being made for a scheme of arrangement under section 1 Insolvency Act;
 - (viii) an administrative receiver being appointed over the whole or any part of the property or assets of the company or any mortgagee taking possession of such property or assets;
 - (ix) it being removed from the Register of Companies;
- (b) in relation to an individual:
- (i) his being unable to pay his debts or being deemed unable to pay his debts under section 268 Insolvency Act;
 - (ii) an application being made for an interim order, or a proposal being made for a voluntary arrangement under Part VIII Insolvency Act;
 - (iii) a bankruptcy petition being presented to Court or his circumstances being such that a bankruptcy petition could be presented under Part IX Insolvency Act or the individual applying for an adjudication that he be made bankrupt;
 - (iv) entering into a deed of arrangement;
 - (v) suffering a receiver or manager to be appointed over the whole or any part of his property;
 - (vi) summoning a meeting of his creditors under section 98 Insolvency Act; and
- (c) in the case of any company or individual resident in a jurisdiction other than England or Wales the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction;

Excluded Transfer

a transfer which is treated as neither the supply of goods nor a supply of services for the purposes of VAT by virtue of section 49 VAT Act and Article 5 Value Added Tax (Special Provisions) Order 1995;

Fixtures Fittings and Equipment

The loose and fitted fixtures and fittings for the school and ICT equipment for each classroom and office at the school

Force Majeure Event

any of the following events (and any circumstance that arises as a direct consequence of any of the following events):

- (a) Act of God
- (b) Act of Terrorism;
- (c) act of the public enemy or insurrection, civil war, civil disorder, civil commotion, , embargo, war or military operations, threat of war, invasion, act of foreign enemy hostilities (whether war is declared or not) , military or usurped power, confiscation or requisition or destruction or damage to property by or under the order of any government or public or local authority or seizure under legal process;
- (d) revolution, riot, civil commotion, demonstration ;

- (e) fire, earthquake, landslip subsidence have, collapse, aircraft, aerial devices and articles dropped or falling from them, impact;
- (f) exceptionally adverse weather conditions;
- (g) acts of vandalism or accidental damage or destruction of machinery or equipment
- (h) natural disasters or phenomena including extreme weather or environmental conditions, drought ;
- (i) nuclear, chemical or biological contamination of the Property or any adverse ground or soil conditions in or affecting the Property or the presence of any underground structure or object in the Property or in any nearby property;
- (j) pressure waves caused by devices travelling at supersonic speeds;
- (k) the presence or discovery of fossils, antiquities, bodies or other human remains or unexploded bombs;
- (l) industrial disputes and actions of any kind including working to rule, restrictive practices or lockouts, labour disturbances or threatened or actual strike
- (m) any disease epidemic pandemic pestilence plague or contagion;

Group Company

in relation to any company, a company which is a member of the same group of companies as that company within the meaning of section 42 Landlord and Tenant Act 1954;

Health and Safety File

the record in relation to the Developer's Works required under regulation 12(5) CDM Regulations;

Insolvency Act

the Insolvency Act 1986 as amended;

Intellectual Property

all intellectual and industrial property and all rights in them in any part of the world including any patent, petty patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement technique, copyright (including rights in computer software and database and topography rights), unregistered design right, technical information or drawing created by or procured by the Developer in connection with the Developer's Works;

JCT DB 2016

the JCT Design and Build Contract 2016 edition;

Joint Fire Code

the code so defined in JCT DB 2016;

Landscape Architect

.....(Company Registration Number) ofor such other Landscape Architect as may be appointed by the Developer for the purpose of this Agreement and as shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

Landscaping Works

all hard and soft landscaping works to be carried out on or at the Property as described in Drawing Number [●] of the Drawings;

Longstop Date

such date on which xxx dwellings on the Site are occupied;

Mechanical and Electrical Services Engineers

such mechanical and electrical engineer or such other person, firm or company as may be employed for the purposes of being the mechanical and electrical services engineer for the purpose of this agreement by the Developer or the Building Contractor and who shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

Necessary Consents

means the Planning Permission, the approvals of any reserved matters relating to the conditions attaching to any planning permission relating to the Works, any obligation under section 106 Town and Country Planning Act 1990, section 38 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991, and all other permissions, consents, approvals, licences, certificates, and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Developers Works;

Notice of Completion of Making Good

the notice defined in clause 2.36 JCT DB 2016;

Occupation

Means occupation for the purposes permitted by the Outline Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

Off-Site Works

any works which must be completed other than on the Property as described in section [●] of the Drawings;

Option to Tax

an option to tax in respect of the Property within the meaning of paragraph 2 schedule 10 VAT Act;

Outline Planning Permission

outline planning permission reference dated
.....permitting development of the Site (including the Property);

Part 1 Conditions

the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and **Standard Condition** means any one of them;

Part 2 Conditions

the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision);

Permitted Variations

means any variation:

- (a) which is insubstantial or immaterial and of routine nature; and/or
- (b) which involves a substitution of material provided that the material substituted is of equivalent or superior standard and is not less suitable for its purpose; and/or
- (c) where the variation is required to satisfy a change in law or is ordered by a competent authority and such variation would not materially adversely affect the Development; and/or
- (d) which does not add delay to the completion of the Works; and/or

- (e) any Variation which is not an Unacceptable Variation, and which is required by any local or other competent authority either as a condition of the grant or continuation in force of any consent or approval or in consequence of any variation, relaxation or waiver of any consent or approval; and/or
- (f) any other Variation which is not an Unacceptable Variation, and which is proposed by the Employer's Agent or other appropriate Consultant and approved in writing by the Council (which approval must not be unreasonably withheld or delayed).

PI Requirements

professional indemnity insurance cover for not less than £10,000,000 for any one occurrence or series of occurrences arising out of one event other than in respect of pollution contamination and date recognition claims where such cover shall apply on an annual aggregate basis (and £2,000,000 in the aggregate in respect of asbestos claims);

Plan

the plan attached at Appendix 4;

Planning Agreement

- (a) any planning obligation entered into or proposed to be entered into under section 106 of the Act; and/or
- (b) any agreement concluded or proposed to be concluded between a party to this agreement and the Planning Authority (whether or not under section 106 of the Act) and/or any other authority relating to the construction, maintenance or adoption of any road, sewer, drain or supply affecting or serving the Property (whether or not under sections 35 and 36 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991);
- (c) AND including for the avoidance of doubt the S106 Agreement dated and made between

Planning Authority

the local planning authority;

Planning Permission

The Outline Planning Permission together with the reserved matters consent referencedatedbeing the planning permission for the Developer's Works;

Practical Completion Certificate

the certificate to be issued by the Employer's Agent pursuant to clause 2.27 JCT DB 2016 stating that the Developer's Works have been practically completed in accordance with the provisions of the Building Contract;

Principal Contractor

the person appointed under regulation 5(1)(b) CDM Regulations to perform the specified duties in regulations 12 to 14;

Programme

the provisional programme for carrying out the Developer's Works a copy of which is attached at Schedule 1;

Project

the carrying out of the Approved Scheme;

Property

the freehold estate of the area of land consisting of 2.1 hectares shown edged red on the Plan forming part of the Site registered (together with the remainder of the Site) with freehold title absolute under title number WSX195013;

Purchase Price

the sum of ONE POUND £1.00;

Rectification Period

the period so defined in JCT DB 2016 which shall be no fewer than 12 (twelve) months from the Date of Practical Completion;

Relevant Events

the events set out in clause 2.26 JCT DB 2016;

Secretary of State

the Secretary of State or other Minister or authority for the time being having or entitled to exercise the powers conferred by sections 77 and 78 of the Act;

Services

pipes, wires, troughs, cables, drains, channels, flues, conduits, ducts, watercourses, gutters, culverts, soakaways and other transmission media and installations and all fixings, louvres, cowls, covers and grilles and other ancillary apparatus, sewers and other conducting media for the transmission of water, gas, electricity, storm and foul drainage, telephone and other telecommunications (analogue, digital, laser or otherwise) electrical and radio impulses and signalling which are designed by the Drawings to be in or pass through, over or under the Property;

Site

the land known as land south east of the road from Ansty to Cuckfield, Ansty, Cuckfield, West Sussex registered at Land Registry with freehold title absolute under title number WSX195013 and shown edged blue on the Plan;

Specialist

a person qualified to act as an independent expert or arbitrator in relation to a Dispute having experience in the profession in which he practises of at least ten years immediately preceding the date of referral;

Specification

the specification attached at Annexure 5;

Statutory Requirements

requirements deriving from any Acts of Parliament and any instruments, rules, orders, regulations, notices, directions, byelaws, permissions and plans for the time being made under them or deriving validity from them and any rules, regulations, orders, byelaws or code of practice of any local authority or of any statutory undertaker having jurisdiction with regard to the Developer's Works;

Structural Engineer

..... ofor such other suitably qualified and experienced person, firm or company (being in the case of an individual a member or fellow of the Association of Consulting Engineers or the Institution of Civil Engineers and in the case of a firm or company at least one of whose partners or directors shall be a member or fellow of such Association or Institution) as may be employed for the purposes of this agreement by the Developer or the Building Contractor and who shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

Sub-Contracts

the contracts entered into or to be entered into between the Building Contractor and the Warranting Sub-Contractors in such terms as shall be approved by the Council (acting reasonably and without delay);

Target Date

[●];

Terrorism Cover

cover against loss or damage to the Developer's Works or any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works being caused by Act of Terrorism;

Title Documents

means Title Number WSX195013 and all documents, agreements and deeds contained or referred to in the title entries of Title Number WSX195013;

Transfer

the land registry form TP1 being the deed of transfer of the Property from the Developer to the Council in the form attached at Appendix 6;

Unacceptable Variation

Any Variation which would materially alter the design, layout, nature, size or capacity or the standard of construction of the Development or prejudice the use of the Development or any part of it for the purposes of an educational facility.

VAT

value added tax chargeable under the VAT Act or any equivalent or substituted tax;

VAT Act

the Value Added Tax Act 1994 or any equivalent tax Act;

Warranting Sub-Contractors

any sub-contractors with a design responsibility for any part of the Developer's Works and any sub-contractors who undertake work on the substructure, superstructure, curtain walling, cladding, building services, and fire protection;

Working Day

any day except Saturday, Sunday and bank or other public holidays in England or Wales;

Works Long Stop Date

The Occupation of the (words) Dwelling - PLACEHOLDER – TIE IN WITH SEC 106

1.2 In this agreement, unless the contrary intention appears, references to:

1.2.1 the **Developer** or the **Council** shall include their respective successors and assigns;

1.2.2 any statute, byelaw, regulation, rule, standard, delegated legislation or order include references to:

(a) that statute, byelaw, regulation, rule, standard, delegated legislation or order as amended or re-enacted or as other statutes modify its application from time to time, and

(b) any subordinate legislation, byelaw, regulation, rule, standard, delegated legislation or order made or to be made thereunder;

1.2.3 clauses or schedules are references to clauses in or schedules to this agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this agreement include the schedules to this agreement;

1.2.4 the singular includes the plural and vice versa;

1.2.5 persons include individuals, companies, firms, partnerships, joint ventures, associations, organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate, government agencies, committees, department, authorities and other bodies incorporated or unincorporated;

- 1.2.6 the masculine gender includes the feminine and the neuter genders and vice versa.
- 1.3 The headings shall not affect the interpretation of this agreement.
- 1.4 Any obligations entered into by more than one person in this agreement are entered into jointly and severally.
- 1.5 Any obligation on the part of either party not to do any act or thing shall be deemed to include an obligation not to do or permit or suffer such act or thing to be done by any person under its control.
- 1.6 If any provision in this agreement is held to be illegal, void, invalid or unenforceable for any reason the legality, validity and enforceability of the remainder of this agreement shall not be affected.
- 1.7 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 The words **unreasonably withheld** shall be deemed to be followed by the words "or delayed or refused or proffered subject to unreasonable conditions".
- 1.9 Any reference to an approval, consent or permission which is required under this agreement shall connote an approval, consent or permission in writing given either under hand or (where the circumstances require) by deed signed or executed by a duly authorised person or persons.
- 1.10 Any reference to an approval, consent or permission which is required under the terms of this agreement shall be deemed to be one which shall not be unreasonably withheld except where the relevant provision indicates to the contrary.
- 1.11 References to this agreement mean this agreement as amended, varied, supplemented, modified or novated from time to time and shall include all schedules and appendices.
- 1.12 The word **month** means a calendar month.
- 1.13 Any reference to **writing** shall include typewriting, printing, lithography, photography, telex, facsimile and the printed-out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form other than on a transitory basis and the word **written** shall be construed accordingly and any writing must be on paper, acetate, celluloid or some other durable and easily transportable medium.
- 1.14 References to an **indemnity** means an indemnity against all actions, claims, demands and proceedings made against the party having the benefit of the indemnity and all costs, expenses, liabilities and losses incurred by that party and **indemnity** and **indemnified** shall be construed in the same way.
- 1.15 References to a **party** or to **parties** means a party or parties to this agreement.
2. **STANDARD CONDITIONS**
- 2.1 The Part 1 Conditions as varied pursuant to clause 28 shall be incorporated into this agreement as far as they are applicable to it and are consistent with its terms.
- 2.2 The Part 2 Conditions are not incorporated into this agreement.
3. **NECESSARY CONSENTS**
- 3.1 The Developer shall obtain the Necessary Consents (in so far as they remain to be obtained) as quickly as possible after the date of this agreement and shall promptly notify the Council of the outcome of each application in relation to them and shall supply to the Council copies of any documents issued and until the Completion Date shall keep the Necessary Consents valid and unrevoked.
- 3.2 The Developer shall keep the Council regularly and promptly informed as to progress in obtaining any Necessary Consents.
- 3.3 The Developer shall not implement any Necessary Consent (save for those already obtained and copies of which have been supplied to the Council or the Council 's Solicitors before the

date of this agreement) until it has been approved by the Council (such approval not to be unreasonably withheld or delayed).

- 3.4 The Developer, prior to Commencement of the Works, shall comply with, and discharge all pre-commencement conditions within the Necessary Consents which prevent lawful commencement of the Works

4. **BUILDING CONTRACT AND APPOINTMENTS**

- 4.1 The Developer will take (or in the case of any replacement contractor shall take) all reasonable steps to be satisfied that the Contractor has sufficient experience to carry out the Works and is suitable and competent having regard to its responsibilities in relation to the carrying out of the Works, the relevant Building Contract and the CDM Regulations.
- 4.2 The Developer shall supply a completed copy of the Building Contract to the Council as soon as reasonably practicable after it has been entered into.
- 4.3 The Developer shall procure that a certified copy of the Collateral Warranty duly executed by the Contractor is delivered to the Council and to the Academy Trust as soon as reasonably practicable (and in the case of the Academy Trust only after the identity of the Academy Trust is known) after the making of the Building Contract and that the Contractor shall procure that Warranting Sub Contractors shall provide a Collateral Warranty in favour of the Council and the Academy Trust as soon as reasonably practicable (and in the case of the Academy Trust only after the indemnity of the Academy Trust is known) after their appointment.
- 4.4 As soon as practicable after the date of this agreement the Developer shall seek the approval (such approval not to be unreasonably withheld or delayed) of the Council (in so far as it has not already obtained it) to the final form of the Building Contract and Appointments and to the respective members of the Construction Team and procure that the Building Contract is entered into by the Building Contractor and that the Appointments are entered into by the respective members of the Design Team and the Employer's Agent.
- 4.5 As soon as reasonably practicable after the approvals mentioned in clause 3.1 have been obtained the Developer shall commence and thereafter diligently proceed with the carrying out of the Developer's Works.
- 4.6 The Developer shall comply with its obligations under the Building Contract and the Appointments and shall enforce the terms of the Building Contract and the Appointments and shall secure the observance and performance by the Building Contractor, the Design Team and the Employer's Agent of the provisions on their respective parts to be observed and performed, none of which provisions shall without the prior approval of the Council be varied or waived or released nor (without the prior approval of the Council) shall any action to secure the compliance with such provisions be discharged, settled or compromised.
- 4.7 The Developer shall not make any amendment or variation to the Building Contract or the Appointments without the written consent of the Council (such consent not to be unreasonably withheld or delayed) nor shall the Developer agree to an assignment of the benefit of the Building Contract by the Building Contractor or an assignment of the benefit of the relevant Appointment by a member of the Design Team or the Employer's Agent respectively without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).
- 4.8 The Developer shall procure that the duly executed and completed Collateral Warranty Deeds to be given by the Construction Team and the deeds of warranty in favour of the Council are unconditionally delivered to the Council promptly following the date on which each of the Building Contract, the Appointments and the Sub-Contracts are completed and together with a certified copy of the Building Contract, the relevant Appointment or Sub-Contract (as the case may be).
- 4.9 The Developer shall not terminate the employment of any member of the Construction Team without the consent of the Council (such consent not to be unreasonably withheld or delayed) provided that, if the employment of any member of the Construction Team is terminated, the Developer shall forthwith, or as soon as the Developer is informed of it (in the case of the termination of a Sub-Contract), give notice in writing to the Council of such event and, as

soon as reasonably practicable, appoint or employ or procure the appointment of a substitute (as appropriate) to be approved by the Council (such approval not to be unreasonably withheld or delayed), provided that on his appointment the Developer shall have procured that the substitute has entered into:

- 4.9.1 a deed of warranty with the Council substantially in the form of the relevant agreed draft annexed as appropriate;

and the terms of any new building contract or deed of appointment (as the case may be) shall also be approved by the Council which approval shall be at the discretion of the Council where the relevant document imposes lesser obligations upon the building contractor or professional or sub-contractor than those as are imposed by the Building Contract or Appointment or Sub-Contract of the relevant member of the Construction Team or is not entered into as a deed or where the PI Requirements are not satisfied.

5. **THIRD PARTY RIGHTS AND SERVICES**

- 5.1 The Developer shall, with the prior approval of the Council, but at the Developer's cost enter into such agreements relating to rights of light and other easements and party structures and pay such compensation as may be necessary to carry out the Developer's Works lawfully.
- 5.2 The Developer shall, with the Council's prior approval, negotiate such agreements with statutory undertakers and others as may be required to secure for the Development all Services required and the diversion in a satisfactory manner of all Services which are located in a position which would interfere with the Developer's Works.

6. **DEVELOPER'S WORKS**

- 6.1 The Developer shall use reasonable endeavours to procure that the Developer's Works are carried out and completed at its own cost (save for any costs as per clause 7.3 by the Target Date:
 - 6.1.1 in a good and workmanlike manner and in accordance with good design practice;
 - 6.1.2 using the materials specified in the Drawings and/or the Building Contract (with such variations as may be approved by the Council in accordance with the provisions of this agreement and (where applicable) and where none are specified using good quality and suitable materials;
 - 6.1.3 without using any Deleterious Materials;
 - 6.1.4 in such a manner that the rights of owners or occupiers of any adjoining or neighbouring property are not infringed;
 - 6.1.5 in accordance with the Drawings;
 - 6.1.6 in compliance with the Necessary Consents;
 - 6.1.7 in compliance with the Building Contract;
 - 6.1.8 in compliance with all Statutory Requirements and all other statutory provisions and every applicable instrument, order, direction, regulation, byelaw, local act, permission, licence and consent;
 - 6.1.9 in accordance with all relevant British Standards, Institution Standards and Codes of Practice ;
 - 6.1.10 diligently and expeditiously and in accordance with the Programme so that the Date of Practical Completion is achieved by the Target Date ;
 - 6.1.11 in compliance with the CDM Regulations;
 - 6.1.12 in compliance with the Construction Phase Plan;
 - 6.1.13 in compliance with the Planning Agreements;
 - 6.1.14 so that (excepting only the Off-Site Works) all of the Developer's Works are within the Property;
 - 6.1.15 without infringement of any rights, reservations, covenants, restrictions or stipulations binding upon or affecting the Property;

- 6.1.16 in accordance with the Joint Fire Code;
- 6.1.17 in accordance with all relevant "Guidance Notes" published by the Health and Safety Executive and the guidelines and specifications for safe working published by the National Joint Utilities Group and National Grid plc.
- 6.1.18 In compliance with Department for Education Building Bulletin 103 and Department for Education Building Bulletin 104.
- 6.1.19 In compliance with the provisions of the Building Safety Act 2022; and
- 6.1.20 In compliance with the provisions of the Fire Safety (England) Regulations 2022
- 6.2 The Developer shall:
 - 6.2.1 take such steps as are necessary to divert all Services in, under or above the Property or any adjoining or neighbouring property which need to be diverted as a result of the Developer's Works;
 - 6.2.2 install all Services to the Property which are required as part of the Developer's Works and ensure that the same connect directly to the mains without crossing land not within the Property unless appropriate legal easements (approved by the Council) are obtained;
 - 6.2.3 serve such notices and enter into such arrangements (approved by the Council) with statutory undertakers or other companies as may be necessary to so install the Services.
- 6.3 The Developer shall at its own expense procure the carrying out and completion of any unfinished landscaping, seeding and planting works comprised in the Developer's Works by the Date of Practical Completion and otherwise in accordance with the Building Contract.
- 6.4 The Developer shall observe and perform the obligations on its part or on the part of the owner of the Property arising in connection with the Planning Agreements including the making of any requisite payments and the giving of any bond or other security.
- 6.5 In carrying out the Developer's Works the Developer shall comply with any agreements, deeds, documents, rights, easements, exceptions, reservations and covenants (restrictive or otherwise) affecting the title to the Property and binding on or directly or indirectly enforceable against any owner or occupier of the Property and of all other agreements, deeds or documents affecting the Property or the title to it including the Title Documents.
- 6.6 The Developer shall, in carrying out the Developer's Works, take all such precautions as shall be reasonably practicable and necessary to avoid nuisance, annoyance, inconvenience, injury, loss or danger to or interference with the public or any owners or occupiers of adjoining or neighbouring property or any other persons.
- 6.7 The Developer shall not permit or suffer use of the Property for any illegal purpose.
- 6.8 The Developer shall not permit or allow:
 - 6.8.1 any encroachment or easement to be made or acquired in or against the Property; or
 - 6.8.2 any claim for Common Land or Town and Village Green registration to be made or acquired in or against the Property; or

during the carrying out of the Developer's Works and shall notify the Council immediately upon becoming aware of any such encroachment or easement or any such claim for Common Land or Town and Village Green registration being made or attempted.
- 6.9 The Developer may at its own expense (with the prior written consent of the Council) substitute other materials for those mentioned in the Drawings (and subject always to any substitution being in accordance with the terms of the this Agreement) where the materials mentioned are in short supply or otherwise not readily available, provided that such alternative materials are equal to or superior in quality and suitability and of substantially the same appearance (in so far as they will be visible after incorporation into the Developer's Works) to the materials which they replace.

- 6.10 As soon as the variation is apparent the Developer shall supply a copy of any proposed variations to the Programme or the Construction Phase Plan and all reasonably requested information to the Council for approval (such approval not to be unreasonably withheld or delayed).
- 6.11 The Developer shall give to the Council and the Council 's Surveyor 10 (ten) Working Days' notice of the date upon which it is intended to commence the Developer's Works and procure that the Council and the Council 's Surveyor shall be kept informed of the progress of the Developer's Works and of any delays to the Programme and give to the Council and the Council 's Surveyor full details and all reasonably required information about the delay in writing of the causes of any delay.
- 6.12 The Developer shall use all reasonable endeavours to procure that the Developer's Works are completed by the Target Date.
- 6.13 The Target Date shall be extended by such periods as the Employer's Agent shall certify by reason of the happening of any Relevant Event or Force Majeure but if the Developer's Works shall not be completed by the Longstop Date, then the provisions of clause shall apply.
- 6.14 The Developer shall obtain the prior written consent of the Council in respect of all matters to be approved by the Planning Authority pursuant to the terms of the Planning Permission.
- 6.15 The Developer shall at all times retain the Employer's Agent to receive and issue applications, consents, instructions, notices, requests or statements under the terms of the Building Contract, and this agreement and to give the Certificates.
- 6.16 The Developer shall balance, test and commission any lifts, heating and other plant and machinery or mechanical and electrical engineering equipment comprised in the Developer's Works to the reasonable satisfaction of the Council.

7. **VARIATIONS**

- 7.1 The Developer may, in consultation with the Council but without the need to obtain the formal approval of the Council make Permitted Variations (save that the Developer must inform the Council of any such Permitted Variations) or otherwise the Developer may (subject to there being no material effect to the Programme) and subject to first obtaining the approval of the Council (such approval not to be unreasonably withheld or delayed) , make changes to the Approved Scheme
- 7.2 Without prejudice to the forgoing the Developer shall not be permitted to make any Unacceptable Variation without the approval of the Council Technical Advisor (at the Council's absolute discretion).
- 7.3 The Council may (subject to there being in the Developer's opinion no effect to the build programme), after consultation with the Developer, make a request in writing to vary the Approved Scheme and the Developer shall, provided that the Council shall first agree in writing to pay the costs of any such variation as calculated in accordance with the provisions of the Building Contract within 20 (twenty) Working Days of any invoice for such increased costs incurred being provided to the Council or such shorter period as may be required pursuant to the Building Contract, procure that any such variation is implemented as a variation under the Building Contract Provided That any such variation is requested in accordance with the extant Department for Education specification and derogation schedule in effect at the relevant time of such variation request.

8. **SITE MEETINGS AND INSPECTION**

- 8.1 The Developer shall:
 - 8.1.1 hold or procure that there are held site and Project meetings (which for the avoidance of doubt shall include a meeting with the Building Contractor following the appointment of the Building Contractor but before the commencement of the Developer's Works) at appropriate intervals;
 - 8.1.2 procure that the Council shall be invited with at least 5 (five) Working Days prior notice to attend all such meetings, and that the Council receives copies of the minutes of the meetings without delay and without the need for the Council to request them;

- 8.1.3 procure that the Council and the Council's Technical Advisor shall be entitled at all reasonable times during normal working hours, upon giving reasonable prior notice to the Employer's Agent, to inspect the Developer's Works and all materials used, subject to the Council and the Council's Surveyor complying with the Building Contractor's reporting and safety procedures at the Property;
 - 8.1.4 procure that all reasonable representations made by the Council or the Council's Technical Advisor that comply with the terms of this Agreement are promptly dealt with or are duly considered and, if considered to comply with the requirements set out in this Agreement or the Specification, acted upon;
 - 8.1.5 the Developer will ensure that any party issuing a certificate of defects pursuant to the Building Contract gives at least 5 (five) Working Days' notice to the Council's Technical Advisor of its intention to prepare a schedule of all defects shrinkage or other faults in all or any part of the Works to be carried out in the last calendar month before the end of the Defects Correction Period.
 - 8.1.6 the Developer will ensure that the Contractor's obligations to remedy defects during the Defects Correction Period are enforced and that all such defects are remedied promptly. The Developer shall ensure that the Employer's Agent (or other representative if appropriate) gives a copy of the certificate of completion of making good defects issued pursuant to each Building Contract to the Council promptly after its issue;
 - 8.1.7 the Developer shall regularly inspect or procure the inspection of the Development (and no fewer than two during the defects liability period under the Building Contract and one within the last two weeks of the defect liability period under the Building Contract) and procure that any defects, shrinkages or other faults in the Works and ancillary works that appear during the carrying out of the Development are promptly remedied.
- 8.2 The Developer shall procure that the Council and the Council's Technical Advisor shall (if it is reasonable to do so) be entitled to require the appropriate member of the Design Team or the Employer's Agent to arrange for the Building Contractor to take any samples and make any tests which the Council reasonably considers appropriate in respect of the Developer's Works (any proposed opening up to be considered in accordance with the criteria set out in schedule 4 JCT DB 2016) and the Council and the Council's Technical Advisor shall be entitled to attend the making of all such tests provided that:
- 8.2.1 where the results of such testing indicate that the Developer has failed to perform its obligations under this agreement, the Developer shall at its own expense carry out any works or do any other thing which is necessary to secure the proper performance of its obligations without delay;
 - 8.2.2 where the results of such testing indicate that the Developer has not failed to perform its obligations under this agreement, the Council shall pay the cost of taking such samples and making such tests and shall make good to the Developer any additional loss or expense occasioned.
- 8.3 The Developer shall procure that there are handed to the Council prior to the first site meeting fully dimensioned drawings in respect of the Developer's Works such drawings to be of the scale of 1:100 or 1:50. Either as paper or electronic copies
- 8.4 The Developer shall procure that the Council's Surveyor is given at least 5 (five) Working Days' notice of all commissioning tests of plant and systems and shall permit the Council's Technical Advisor to attend the same.
9. **NOTIFICATION**
- 9.1 The Developer shall procure that:
- 9.1.1 the Council and the Council's Technical Advisor shall be given no fewer than 10 (ten) weeks' prior written notice of the expected Date of Practical Completion;

- 9.1.2 at least 10 (ten) Working Days before the Employer's Agent proposes to issue any of the Certificates, he shall notify the Council and the Council 's Technical Advisor in writing of his proposal to issue the same and permit the Council to accompany the Employer's Agent in an inspection of the Developer's Works so that the Council 's views about the content of any list of Defects or outstanding matters or any snagging list which the Employer's Agent proposes to issue and/or whether or not such Certificate shall be issued on the intended date may be considered by the Employer's Agent;
- 9.1.3 without fettering the discretion of the Employer's Agent in carrying out its duties under the Building Contract, the Employer's Agent takes proper consideration of any proper and reasonable representations that are made by the Council's Technical Advisor when considering whether to issue the Certificate of Completion in accordance with the terms of the Building Contract.
- 9.2 Upon the proposed date in respect of the issue of any Certificate the Employer's Agent shall be required by the Developer either to issue the Certificate or inform the Developer and the Council of any items which require to be remedied or works which require to be carried out before the Certificate can be issued.
- 9.3 Notwithstanding anything else contained in this agreement the Certificate of Practical Completion cannot be issued until all of the following criteria (the "**Completion Criteria**") have been satisfied:
 - 9.3.1 the Council has full access to and egress from the public highway known asto the Buildings via a vehicular access constructed to base course level;
 - 9.3.2 all surface water and foul drainage to the Buildings is tested and operational as confirmed by a successful CCTV survey and such drainage is connected to the public sewers either directly or through a private system.
 - 9.3.3 all incoming mains services are supplied and fully connected to the Buildings and are tested and operational.
 - 9.3.4 all Buildings are wind and watertight and secure;
 - 9.3.5 all builders' materials cabins temporary structures and rubbish have been removed from the Buildings;
 - 9.3.6 the turfed playing fields are ready for use and certified as ready for use by the Council's Surveyor ;
 - 9.3.7 the Developer has provided the Council with all operational manuals (if any), as built drawings, Health and Safety File, keys (if any) and codes (if any) required by the Council to use the Buildings;
 - 9.3.8 any works which are required under the Necessary Consents and Statutory Agreements before the completed Buildings can be lawfully used have been carried out;
 - 9.3.9 the Developer has obtained a building regulations completion certificate for all parts of the Buildings which require building regulations
 - 9.3.10 any conditions which are required to be discharged under the Necessary Consents before the completed Works can be lawfully commenced or used have been discharged to the satisfaction of the local planning authority
 - 9.3.11 the Collateral Warranty Deeds have been provided by the Developer to the Council; and
 - 9.3.12 any MEP in the Buildings has been balanced, tested, commissioned, certified, explained and demonstrated to the Council's personnel.
- 9.4 If the Employer's Agent notifies the Developer and the Council of any items which remain to be remedied or works which require to be carried out pursuant to clause 9.2 and 9.3, the

Employer's Agent shall at the same time give notice of the date upon which he shall carry out a further inspection for the purpose of issuing the relevant Certificate and such procedure and the procedures specified in clauses 9.1 and 9.2 shall be repeated in full until the relevant Certificate may be and is actually issued by the Employer's Agent.

- 9.5 Immediately following the issue of any Certificate, the Developer shall cause the Employer's Agent to issue certified copies of the same to the Council and the Council's Technical Advisor.

10. **INSURANCE**

- 10.1 The Developer shall insure the Developer's Works and any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works in accordance with Insurance Option B of JCT DB 2016 or procure that the Building Contractor maintains insurance of the Developer's Works until the Date of Practical Completion in accordance with Insurance Option A of JCT DB 2016 such insurance to be on an All Risks Insurance Basis to the full reinstatement value of the Developer's Works including Terrorism Cover for so long as it is available.

- 10.2 The Developer shall pay or procure the payment of all premiums and other monies necessary to effect and maintain all insurances referred to in this clause 10 and shall produce to the Council (if demanded) copies or other suitable details of any policy or policies of insurance referred to in this agreement and of the receipt or receipts for the then current year's premium.

- 10.3 The Developer shall procure that the Building Contractor maintains cover until the Date of Practical Completion in respect of injury to persons or damage to property pursuant to clause 6.4.1 and clause 6.5.1 JCT DB 2016 at the greater amount of

10.3.1 with a minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event of £10,000,000; or

10.3.2 for an amount not less than that stated in the Building Contract

- 10.4 the insurance cover must be maintained for a minimum of 6 (six) years following the Practical Completion Date

- 10.5 In the event of damage or destruction (whether or not caused by any insured risk) before the Date of Practical Completion, the Developer shall (subject to all Necessary Consents being obtained which the Developer shall use reasonable endeavours to procure with all due expedition) procure that the relevant damage or destruction is made good as soon as possible in a good and substantial manner in accordance with the provisions of this agreement (to the reasonable satisfaction of the Council's Surveyor) and in case insurance proceeds and ex gratia payments shall be insufficient for that purpose the Developer (as between the Developer and the Council) shall make up any deficiency out of its own money and (without prejudice to the generality of the foregoing) the Developer shall procure the commencement of the rebuilding and/or reinstatement or repair of the Developer's Works as soon as possible from the date of destruction or damage (subject to all Necessary Consents being obtained) and shall not cease (subject to the provisions of the Building Contract) such rebuilding or reinstatement until the Developer's Works are rebuilt and reinstated in accordance with the provisions of this agreement and the Developer shall not give notice of termination pursuant to clause 6.11.2.2 JCT DB 2016. whilst the works of replacement and reinstatement are underway and from the date of damage or destruction the Developer shall provide temporary accommodation for the Academy Trust or County Council in onsite or offsite temporary accommodation

- 10.6 The Developer shall cause the Buildings to be insured with effect from the Date of Practical Completion until the Actual Completion of the transfer.

- 10.7 It is agreed that the risk of damage to or loss or destruction of the Developer's Works shall pass to the Council only on Actual Completion.

11. **INDEMNITY**

- 11.1 The Developer shall indemnify the Council in respect of any liability for the following matters:

11.1.1 death or personal injury to any person arising out of the carrying out of the Developer's Works;

- 11.1.2 injury or damage to any property, real or personal, other than the Developer's Works in so far as such injury or damage arises out of the carrying out of the Developer's Works and to the extent that the same is due to any negligence, breach of any Statutory Requirement or default of the Developer, the Building Contractor or any sub-contractor;
- 11.1.3 any liability in respect of, and any fees or charges or payments legally demandable or due under, any Statutory Requirement or Planning Agreements;
- 11.1.4 the infringement of the rights of any third party in connection with the Property.

12. **SITE MANAGEMENT**

12.1 The Developer shall ensure that during the carrying out of the Developer's Works and in the rectification of Defects:

- 12.1.1 hoardings are erected around the Property or the relevant part or parts of the Property in a secure manner and that all reasonable safety and other measures (including adequate lighting) are taken to prevent damage and injury;
- 12.1.2 no material or equipment is brought on the Property except that required for the Developer's Works or the rectification of Defects;
- 12.1.3 all material stored on the Property is kept in a secure compound and adequately protected;
- 12.1.4 all surplus material is removed from the Property when it is no longer required;
- 12.1.5 there is no excavation of the Property or extraction of soil or minerals except as required for the Developer's Works;
- 12.1.6 proper precautions are taken for the safety of all personnel upon or in the vicinity of the Property;
- 12.1.7 proper provision is made for the support of land and buildings adjoining the Property and for the protection of all Services;
- 12.1.8 as often as may be necessary any adjoining highways, roads or pavements are cleansed;
- 12.1.9 proper wheel-washing and plant and machinery cleaning facilities are provided at the Property so as to minimize the amount of mud, debris and other materials being deposited upon any adjoining highways, roads or pavements or becoming airborne;
- 12.1.10 any flora and fauna which are subject to conservation, and which may be affected by the Developer's Works are relocated to a suitable environment; and
- 12.1.11 the Property is at all times secured as fully as may be reasonably practicable against unauthorised entry.

12.2 The Developer shall procure that any damage caused to adjoining or neighbouring land, roads, surfaces, shrubs, plants or landscaping by the Developer, the Building Contractor or other persons involved in the Project is made good at no cost to the Council.

13. **CDM REGULATIONS**

13.1 The Developer and the Council agree that the Developer shall assume the obligations of the client for the purposes of the CDM Regulations and shall ensure that the execution of all works comply with the CDM Regulations.

13.2 Before commencement of the Works, the Developer shall ensure that the Works are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and shall give the Council a copy of the notification and any acknowledgement from the Health and Safety Executive.

13.3 The Developer shall procure that the Principal Designer and Contractor (as principal contractor and contractor) each comply with their respective obligations under the CDM Regulations.

- 13.4 The Developer shall ensure that the Principal Designer and Contractor are both promptly:
- 13.4.1 supplied with all relevant information required under the CDM Regulations; and
 - 13.4.2 notified of any changes relating to the Development which may have any effect on their responsibilities or duties under the CDM Regulations.
- 13.5 The Developer shall:
- 13.5.1 ensure that the Contractor prepares the Construction Phase Plan;
 - 13.5.2 not allow the construction phase of the Works to commence until the Construction Phase Plan is prepared;
 - 13.5.3 not allow the construction phase of the Works to commence until the Site Welfare Facilities are in place; and
 - 13.5.4 ensure that the Health and Safety File is prepared by the Principal Designer and is maintained correctly and is available for inspection in accordance with the CDM Regulations.
- 13.6 The Developer shall indemnify and keep the Council indemnified against liability for any breach of the Developer's obligations under or in connection with this clause 13.
- 13.7 In the course of carrying out such obligations the Developer shall:
- 13.7.1 give notice to the Health and Safety Executive in accordance with regulations 6(2) and 6(3) CDM Regulations or to the Office for Nuclear Regulation in accordance with regulation 6(5) as the case may be;
 - 13.7.2 appoint a CDM Principal Designer and a Principal Contractor in respect of the Developer's Works.

14. **PRODUCTION OF NOTICES**

The Developer shall, within 3 (three) Working Days of receipt, produce to the Council any and every order, direction, requisition, permission, notice or other matter of whatever nature affecting or likely to affect the Property or the Developer's Works or any part of them served on the Developer by any competent authority or given by the Developer before the Date of Practical Completion.

15. **DEFECTS**

- 15.1 During the Rectification Period the Developer will procure that Employers Agent shall inspect or procure such inspections of the Works as are reasonably necessary or appropriate to identify any defects, shrinkages or other faults in the Works.
- 15.2 The Developer shall procure that the Employers Agent in collaboration with the Council's Technical Advisor and or Premises Manager shall prepare a list of all Defects in the Works (incorporating any defects, shrinkages or other faults in the Works and give it to the Contractor within the time limits specified by the Building Contract.
- 15.3 The Developer shall procure that the Building Contractor remedies and makes good without delay any Defects and other faults in the Developer's Works, for which the Building Contractor is responsible under the Building Contract, appearing within the Rectification Period and, if the Developer fails to procure that the Building Contractor carries out such works within a reasonable period of time, the Developer shall carry them out promptly at its own cost and the Developer shall, at its own expense as soon as reasonably practicable after the Date of Practical Completion, procure that any Defects or works which are outstanding at the Date of Practical Completion are made good or completed (as the case may be).
- 15.4 Following the remedy of such issues as described in clause 15.3 above the Developer shall use reasonable endeavours to procure the issue of all relevant certificates of making good defects in accordance with the terms of the Building Contract and that the Contractor provides a copy of all such certificates to the Council as soon as reasonably practicable following their issue.
- 15.5 After Actual Completion the Council shall permit the Developer and the Building Contractor to enter the Property as licensee to rectify Defects or carry out outstanding works subject to the

Developer and/or Building Contractor complying with any requirements for access which the School or Academy Trust or the Council may have).

16. **PLANT AND RUBBISH**

The Developer shall before the Date of Practical Completion cause to be cleared and removed from the Property all constructional plant, material, rubbish and temporary works of every kind and shall make good any damage resulting from such removal at its own expense without delay at times approved by the Council and leave the Property clean and tidy.

17. **INTELLECTUAL PROPERTY**

17.1 The Developer grants (or to the extent that ownership of the Intellectual Property is vested in a third party shall procure that there is granted) to the Council before the Date of Practical Completion an irrevocable, royalty-free, non-exclusive licence to use all the Intellectual Property for any purposes:

17.1.1 in connection with the Council's rights and obligations under this agreement;

17.1.2 where necessary for the Council to prevent, address, alleviate or comply with (as applicable) a Statutory Requirement relating to the Developer's Works;

17.1.3 in connection with the maintenance, reinstatement or repair of the Property or the Buildings or Common Parts.

17.2 Such licence shall include the right to grant sub-licences and shall be freely assignable by the Council and no copyright in respect of or lien upon any Design Data shall be claimed by the Developer against the Council.

18. **DEDUCTION SCHEME**

The Developer shall (to the extent that it is required by law to do so) and shall procure that the Building Contractor shall operate the deduction scheme for sub-contractors contained in Part 3 Finance Act 2004.

19. **COMPLETION DOCUMENTS AND COMPLETION ITEMS**

19.1 On the Date of Practical Completion, the Developer shall supply to the Council:

19.1.1 the originals of the Necessary Consents and any Planning Agreements (save where they relate to the Property and other land or properties when certified copies shall be supplied) and the Certificate of Practical Completion;

19.1.2 four sets of as-built architectural plans, sections and elevations, structural drawings and foundation drawings and Services drawings in respect of the completed Developer's Works in both paper format and digital format including CAD/BIM models as appropriate;

19.1.3 two sets of the operating and maintenance manuals and manufacturers' warranties and guarantees (written in English) in relation to all aspects of the building, plant and equipment installed in the Property and a landscape maintenance plan and where originals are not available the Developer shall supply certified copies;

19.1.4 test certificates for all lifts, heating and other equipment (if any) installed in the Development and a schedule listing the names and addresses of all contractors, sub-contractors and suppliers and of any guarantees, warranties, service agreements and other relevant agreements or undertakings.

19.2 On the Date of Actual Completion, the Developer shall provide the Health and Safety File to the Council and the benefit of any defective title or restrictive covenant indemnity policy by a deed of assignment in terms reasonably specified by the Council.

19.3 The Developer shall on or before the Practical Completion Date deliver to the Council:

19.3.1 three sets of keys;

19.3.2 all operating and maintenance manuals required under the Building Contract;

- 19.3.3 originals of all warranties, guarantees and certificates or other documents then available in respect of plant, equipment and fittings installed in the Works; and
- 19.3.4 a copy of the original notice of passing of plans under the Building Regulations and confirmation from the relevant authority that all conditions under the Building Regulations have been complied with.

20. REPAIR

On and from the Date of Practical Completion and until Actual Completion, the Developer shall put and keep the Developer's Works in good repair, order and condition and keep them fully secure .

21. AGREEMENT FOR SALE

- 21.1 Subject to the satisfaction of the Condition Precedent the Developer shall sell and the Council shall buy the Property at the Purchase Price.

22. COMPLETION

- 22.1 Completion of the sale and purchase and payment by Electronic Payment of the following shall take place on the Completion Date

23. TITLE GUARANTEE

- 23.1 The Developer sells with full title guarantee.
- 23.2 The covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be varied as follows and the Transfer shall contain the following declarations:
 - 23.2.1 the Transferor shall not be liable under any of the covenants set out in sections 2(1)(a) and 3 in respect of any matters now recorded in all registers open to or capable of public inspection, which matters are to be considered within the actual knowledge of the Transferee;
 - 23.2.2 the words "his own cost" shall be deleted from section 2(1)(b) and replaced with the words "the cost of the person to whom he disposes of the Property";
 - 23.2.3 the words "since the last disposition for value" shall be deleted from the covenant set out in section 3(3) and the words "since he became entitled to transfer the property" substituted for them in both places where those words occur.

24. VACANT POSSESSION

The Property is sold with vacant possession on Actual Completion.

25. INCUMBRANCES AND TRANSFER

- 25.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Title Documents and the Property, Proprietorship and Charges registers of title number (save for any restrictions noted in the Proprietorship Register and the unilateral notices and charges affecting the Charges Register to the Land Registry title to the Property) WSX195013 as attimed atbeing the date of the official copy of the register or on which the Title Documents were supplied to the Council or the Council 's Solicitors and the Council is deemed to purchase with full notice and knowledge of such matters and shall not raise any requisition or enquiry or make any objection in relation to them save for any matters arising in the Council's Land Registry Official Search or in respect of any matters arising after the date of the official copy in this clause 25.1..
- 25.2 The transfer of the Property by the Developer to the Council will be in the form of the Transfer.

26. MATTERS AFFECTING THE PROPERTY

- 26.1 The Property is sold subject to (and where appropriate with the benefit of) the following matters:
 - 26.1.1 all local land charges (other than financial charges) whether or not registered before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered;

- 26.1.2 all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority whether before or after the date of this agreement;
 - 26.1.3 all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any Statutory Requirements relating to town and country planning, the environment or highways;
 - 26.1.4 all easements, quasi-easements, rights, exceptions or wayleaves other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this agreement affecting the Property;
 - 26.1.5 any unregistered interests which fall within any of the paragraphs of Schedule 1 or Schedule 3 of the 2002 Act or within section 11(4)(c) of the 2002 Act (other than leases and rights of occupation);
 - 26.1.6 such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the 2002 Act; and
- 26.2 The Property is sold subject to any matters disclosed by the Council 's searches or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this agreement.
27. **REPRESENTATIONS**
- The Council admits that it enters into this agreement solely as a result of its own inspection and on the basis of the terms of this agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Developer (save for any representation or warranty contained in written replies given by the Developer's Solicitors to any preliminary enquiries raised by the Council or the Council 's Solicitors).
28. **VARIATION OF THE STANDARD CONDITIONS**
- 28.1 The Part 1 Conditions are incorporated in this agreement so far as they:
- 28.1.1 apply to a sale by private treaty;
 - 28.1.2 relate to freehold property;
 - 28.1.3 are not consistent with the other clauses in this agreement;
 - 28.1.4 have not been modified or excluded by any of the other clauses in this agreement.
- 28.2 The Part 2 Conditions are not incorporated into this agreement.
- 28.3 The Part 1 Conditions shall be varied as follows for the purposes of this agreement:
- 28.3.1 in Standard Condition 1.1.1(e) the "contract rate" shall be the Contract Rate;
 - 28.3.2 at the end of Standard Condition 1.1.3(b) the following words shall be added: "or if the seller produces reasonable evidence that this is the case";
 - 28.3.3 Standard Conditions 1.3, 3.2, 4.1.1, 4.1.2, 4.1.3, 5, 7.1, 7.2, 7.3.1, 7.4.2, 7.6.2, 7.6.3, 8 and 9.2.1 shall not apply to this agreement.
 - 28.3.4 reference to the "purchase price" shall include the Purchase Price and any other sums payable to the Developer on Actual Completion under this agreement;
 - 28.3.5 the introductory wording to Standard Condition 10.1 is varied to read: "If any plan or statement in the contract or in written replies which the seller's solicitors have given to any written enquiry raised by the buyer's solicitors before the date of this agreement is or was misleading or inaccurate due to an error or omission the remedies available are as follows";
 - 28.3.6 Standard Condition 5.2.7(a) shall be varied by adding the words: "or delay" after the word "withhold";

28.3.7 Standard Condition 5.2.8 shall be replaced by the following wording: "The buyer is to indemnify the seller against any breach of condition 5.2.7."

29. **RESTRICTIONS ON ASSIGNMENT**

29.1 The Council shall be entitled to assign the benefit of this Agreement to any statutory successor only.

29.2 The Developer may not Dispose of part only of the Property

29.3 The Developer may not Dispose of the whole of the Property or assign or charge this Agreement or any benefit under it without

29.3.1 First obtaining the Council's prior consent: and

29.3.2 Without first procuring that the person or body corporate to whom the Council has consented to the Disposal of the Property is being made has executed, completed and delivered to the Council a Deed of Covenant .

29.4 The Developer shall not make any Disposal of the whole of the Property at any time prior to the Practical Completion Date without first procuring that the person or body corporate to whom the Disposal of the whole of the Property is being made has executed, completed and delivered to the Council a Deed of Novation of the Building Contract and Deeds of Appointment

29.5 The Developer consents to the Council applying after the date hereof for the entry of the following restriction or a restriction in a form as near to as the Land Registry will allow against the Trust's title to the Property, WSX195013, at HM Land Registry:

"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by West Sussex County Council of County Hall, West Street, Chichester, West Sussex or its conveyancer that the provisions of clause 29.3 and 29.4 of the development agreement made between[the Developer] (1) and West Sussex County Council (2) and dated..... [insert date of agreement on completion] have been complied with or that they do not apply to the disposition"

29.6 The Developer will promptly provide to the Council all information and assistance required to enable the Council to register the land registry restriction referred to in clause 29.5 against the land registry title to the Property.

29.7 The Developer shall not be required to transfer the Property other than as a whole to the Council at the Purchase Price or by more than one transfer.

30. **VAT**

30.1 Unless the sale and purchase of the Property is an Excluded Transfer the Purchase Price and any other consideration payable by the Council under this agreement are exclusive of VAT and where properly chargeable VAT shall be added to such sums and shall be payable by the Council.

30.2 The Developer shall issue the Council with a VAT invoice containing the information prescribed by the VAT Act or in regulations made under it immediately upon the payment of any VAT due under this agreement or within such earlier time as may be required by law.

30.3 The Developer and the Council intend that the sale of the Property under this agreement should be an Excluded Transfer, and the following provisions shall therefore apply:

30.3.1 the Developer warrants to the Council that:

(a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement, it is registered with VAT registration number [●] and will remain so registered until the Date of Actual Completion;

(b) it has validly made an Option to Tax;

- (c) it has not validly revoked the Option to Tax and will not do so before the Date of Actual Completion;
 - (d) it intends to use the Property only for the business of letting to tenants;
 - (e) none of the Tenants is treated as a member of the same VAT group of companies as the Developer for the purposes of sections 43 - 43D VAT Act, and
 - (f) it will provide the Council with evidence of having complied with the conditions in clauses 30.3.1(a) and 30.3.1(b) before the Date of Actual Completion;
- 30.3.2 the Council warrants and undertakes to the Developer that:
- (a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement it is registered with VAT registration number 193604455 and will remain so registered until the Date of Actual Completion;
 - (b) it has validly made, or will before the [Date of Actual Completion] make an Option to Tax which will have effect on the [Date of Actual Completion];
 - (c) its Option to Tax has been, or will before the [Date of Actual completion] be notified in writing to HM Revenue and Customs;
 - (d) from the Date of Actual Completion, it will use the Property to carry on the same kind of business namely letting to tenants, whether or not as part of the existing business of the Council as that carried on by the Developer in relation to the Property before the Date of Actual Completion;
 - (e) it will not revoke its Option to Tax before the Date of Actual Completion or within three months after the Date of Actual Completion;
 - (f) none of the Tenants is treated as a member of the same VAT group of companies as the Council for the purposes of sections 43 - 43D VAT Act;
 - (g) it will provide the Developer with evidence of having complied with the conditions in clauses 30.3.2(a), 30.3.2(b) and 30.3.2(c), before the [Date of Actual Completion]; and
 - (h) Article 5(2B) Value Added Tax (Special Provisions) Order 199567 does not, and will not at the date of Actual Completion, apply to the Council.
- 30.4 If HM Revenue and Customs determines after the Date of Actual Completion that the sale of the Property under this agreement was not an Excluded Transfer:
- 30.4.1 the Developer shall notify the Council within 14 (fourteen) days of receiving notice of the determination;
 - 30.4.2 the Council shall pay the relevant amount of VAT to the Developer within five Working Days of receiving the notice and the Developer shall issue a tax invoice in accordance with clause 30.2;
 - 30.4.3 where HM Revenue and Customs determines that the sale of the Property under this agreement was not an Excluded Transfer as a result of a breach of the Council 's warranties in clause 30.3.2, the Council shall indemnify the Developer against any interest and/or penalty assessed by HM Revenue and Customs as a consequence of the Developer's failure to charge VAT on the Purchase Price; and
 - 30.4.4 if the Developer or the Council successfully appeals against the determination of HM Revenue and Customs the Developer shall repay to the Council any VAT Council repaid to the Developer by HM Revenue and Customs within five Working Days of its receipt.
- 30.5 If any amount is paid by the Council to the Developer in respect of VAT which is not properly chargeable:

- 30.5.1 if the prescribed VAT accounting period of the Developer in which the VAT was charged has not yet ended the Developer shall repay such VAT promptly to the Council; and
- 30.5.2 if the prescribed VAT accounting period of the Developer in which the VAT was charged has ended the Developer shall use reasonable endeavours at the Council's expense to obtain credit or repayment of such VAT as soon as possible and shall pay the Council the amount received as soon as practicable after receiving any credit or repayment.

31. **COMPLETION DATE**

- 31.1 Completion of the sale and purchase of the Property shall take place on the Completion Date at the offices of the Developer's Solicitors
- 31.2 On the Completion Date the Council shall pay to the Developer the balance of the Purchase Price together with any other sums due to the Developer under this agreement on Actual Completion by Electronic Payment.
- 31.3 The Transfer shall be executed in duplicate by each of the parties to this agreement and as soon as reasonably practicable after the Date of Actual Completion the Council shall deliver to the Developer a duly executed duplicate Transfer.
- 31.4 The Council shall not be entitled to note this agreement against the Developer's title other than by virtue of a unilateral notice and shall not without the consent of the Developer send
- 31.5 If completion of the sale and purchase of the Property is delayed beyond 2.00 pm on the Completion Date and this is not due to the act or default of the Developer, then without prejudice to any other rights of the Developer:
 - 31.5.1 the Council shall pay interest on the balance of the Purchase Price and on any other sums due to the Developer under this agreement on Actual Completion at the Contract Rate from and including the Completion Date to and including:
 - (a) the Date of Actual Completion or the following Working Day if Actual Completion takes place after 2.00 pm on such date; or
 - (b) if applicable the date of determination of this agreement whether by rescission or otherwise;

and interest at the Contract Rate shall accrue and be calculated on a daily basis, both before and after any judgment and shall be compounded quarterly;
 - 31.5.2 the Developer shall in every case be entitled in respect of the same period of time both to be paid interest and to enjoy the income from the Property; and
 - 31.5.3 the Council shall pay the Developer's Solicitors' costs including VAT for preparing and serving any notice to complete on the Council.
- 31.6 The Council shall use its best endeavours to register the Transfer at HM Land Registry as soon as reasonably practicable after the Date of Actual Completion and on completion of the registration the Council shall provide to the Developer official copies of the register entries showing the Council registered as the proprietor of the Property.
- 31.7 The Developer shall use reasonable endeavours to assist the Council with requisitions raised by the Land Registry in respect of the application at Clause 31.
- 31.8 The Developer on completion of the Transfer shall provide:
 - 31.8.1 Consent to the disposition from the Developer and any beneficiary of any option agreement and any mortgage lender as required by the Land Registry to overreach any Restrictions, Unilateral Notices and or Charges affecting the Title to allow the Council to register the Transfer; and
 - 31.8.2 Form RX4 or a certificate in relation to the removal of any restriction on its title to the Property to ensure that the new Land Registry title created by the registration of the Transfer is not burdened by any restrictions registered against the title to the Property at the date of this Agreement.

- 31.8.3 Form UN2 or a certificate in relation to the removal of any unilateral notice on its title to the Property to ensure that the new Land Registry title created by the registration of the Transfer is not burdened by any unilateral notice registered.

32. **DEFAULT AND INSOLVENCY**

- 32.1 Where an Event of Default occurs, the Council shall be entitled but not obliged to serve notice to determine this agreement.
- 32.2 Where there is an Event of Insolvency in relation to the Developer, the Council shall be entitled but not obliged to serve notice to determine this agreement.

33. **EFFECT OF TERMINATION**

- 33.1 Any termination of this agreement shall be without prejudice to the rights of one party in relation to antecedent breaches by another party.
- 33.2 The Council shall, within ten Working Days of the termination or rescission of this agreement, apply for the cancellation of all cautions, notices and other entries and registrations made by or on behalf of the Council to protect this agreement and the interest of the Council in the Property including those made at HM Land Registry or the Land Charges Department of HM Land Registry and the Council shall ensure that the Council's Solicitors provide certified copies of all such applications to the Developer's Solicitors.
- 33.3 This clause 33 shall continue to apply after any rescission or termination of this agreement.

34. **COMMUNICATIONS**

- 34.1 Any Communication given under this agreement shall be in writing and signed by or on behalf of the party giving it.
- 34.2 Any Communication or document to be given or delivered under this agreement shall be given by delivering it by hand or sending it by pre-paid first-class post or other next Working Day delivery service to the address and for the attention of the relevant party as follows:

- 34.2.1 to the Council at:
Legal Services, County Hall, West Street, Chichester, West Sussex PO19 1RQ
marked for the attention of: Lauren McCann
or at the Council's Solicitors quoting the reference Jonathan Brown;

- 34.2.2 to the Developer at:
.....
marked for the attention of:;
or at the Developer's Solicitors quoting the reference

- 34.3 Any such Communication or document will be deemed to have been received:

- 34.3.1 if delivered by hand, at the time of delivery provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm 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;
- 34.3.2 in the case of pre-paid first-class post or other next Working Day delivery service at 9.00 am on the second Working day after posting; and
- 34.3.3 in proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the Communication or document was properly addressed and posted as a prepaid first-class letter or by another next Working Day delivery service as the case may be.

- 34.4 A Communication or document delivered under this agreement will not be validly given or delivered if sent by fax or e-mail.

35. **DURATION**

All provisions of this agreement shall remain in force to the extent that and so long as they remain to be performed or observed.

36. **RELATIONSHIP OF PARTIES**

36.1 This agreement does not create nor shall it in any circumstances be taken as having created a partnership or joint venture between the parties.

36.2 The Developer is not and shall not at any time hold itself out as the agent of the Council for any purposes and under no circumstances shall the Developer have the authority to bind the Council or hold itself out to the public, the Building Contractor or any member of the Design Team as having such authority.

36.3 All contracts and agreements entered into by the Developer pursuant to this agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Council shall have no obligation or liability under them.

37. **WAIVER**

No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of it or some other right, power or remedy.

38. **CAPITAL ALLOWANCES**

During the course of the Developer's Works and after the Date of Practical Completion the Developer shall supply to the Council such information as the Council may reasonably require (and the Council shall notify the Developer of its requirements in writing as soon as practicable after the date of this agreement) and shall provide the Council with such other assistance as it may reasonably require (including the making of any elections and the giving of any notices that may be reasonably requested by the Council) so as to enable the Council to claim capital allowances on plant and machinery comprised in the Development or any other tax allowances available and the Developer shall not make any claim for capital allowances or any similar allowance in addition to or in substitution for them.

39. **DISPUTES**

39.1 Either the Developer or the Council shall be entitled to give a Dispute Notice.

39.2 If the parties do not agree upon the type of Specialist or the identity of the Specialist, the question may be referred by either party to the president of the Royal Institution of Chartered Surveyors or his deputy who shall determine the question or nominate an appropriate Specialist.

39.3 Unless the parties otherwise agree, the reference to a Specialist shall be made to him as an arbitrator under the Arbitration Act 1996 but, if the parties agree to the Specialist acting as an expert, his decisions shall (save in the case of manifest error) be final and binding upon the parties.

39.4 The liability for paying all costs of referring a Dispute to a Specialist, including costs connected with the appointment of the Specialist, shall be decided by the Specialist.

39.5 If the Specialist should die or become unwilling to act or is incapable of acting or it becomes apparent that for any reason, he will be unable to determine the matter referred to him within a reasonable time after his appointment, his appointment shall be terminated and either the Developer or the Council shall be entitled to apply for another specialist to be appointed.

39.6 As between the Council and the Developer, the Certificates shall (save in the case of manifest error) be final and binding and shall not be referred to a Specialist.

40. **SAFEGUARDING**

40.1 The parties acknowledge that the Council is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

- 40.2 The Developer shall procure that the Contractor, the Contractors Supply Chain, and each of the Consultants together with all employees agents and other persons at the Property on their behalf:
- 40.2.1 ensure where appropriate that all individuals engaged in or in relation to the carrying out of the works in accordance with clause 15 relating to the remedying of defects at the Property after the Transfer ("Post Transfer Works") are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate; and
 - 40.2.2 monitor the level and validity of the checks under this clause 40 for each member of staff until the issue of the final defects certificate in accordance with the Building Contract.
- 40.3 The Developer shall procure that the Contractor, the Contractors Supply Chain and each of the Consultants confirm that it has no reason to believe that any person who is or will be employed or engaged in the carrying out of any Post Transfer Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 40.4 The Developer shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.
- 40.5 The Developer shall refer information about any person carrying out the Post Transfer Works to the DBS where it removes permission for such person to carry out any Post Transfer Works (or would have, if such person had not otherwise ceased to carry out the Post Transfer Works) because, in its opinion, such person has harmed or poses a risk of harm to the children and that the Contractor, Contractors Supply Chain and each of the Consultants shall make such referrals to the DBS as appropriate to ensure compliance with its obligations under this clause 40.
- 40.6 The Developer shall not, and shall procure that the Contractor and each of the Consultants shall not in relation to the Post Transfer Works, employ or use the services of any person for the Post Transfer Works who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to children.
41. **CONFIDENTIALITY**
- 41.1 This agreement and its terms shall be confidential to the parties both before and after the Date of Actual Completion.
- 41.2 Neither party shall make or permit any announcement or publication to be made concerning this agreement or its terms either in whole or in part or any comment or statement relating to this agreement except:
- 41.2.1 with the prior written consent of the other as to the form and content of any such announcement, publication, statement or comment;
 - 41.2.2 as far as may be necessary for the proper performance of its obligations under this agreement;
 - 41.2.3 in connection with any dealing or proposed dealing with its interest;
 - 41.2.4 for the obtaining of any United Kingdom or foreign regulatory or government authorisation, approval or consent for the acquisition, financing, letting or occupation of the Property; or
 - 41.2.5 as required by law or any relevant stock exchange or if ordered to do so by a Court or HM Revenue and Customs.
42. **EFFECT OF THIS AGREEMENT**
- 42.1 This agreement forms the entire agreement between the parties relating to its subject matter.
- 42.2 No modification, variation or waiver of any of the terms of this agreement shall be effective unless made in writing and signed by the parties to this agreement.

- 42.3 No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 42.4 This agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to all matters arising under this agreement.
- 42.5 The Developer and the Council respectively covenant each with the other that where pursuant to the terms of this agreement it is under an implied obligation not unreasonably to refuse any consent, approval, permission or acknowledgement required under the terms of this agreement, that it will not unreasonably refuse it nor proffer it subject to any unreasonable condition.
43. **ACTIONS AND PROCEEDINGS**
- 43.1 Until the Council [and Academy Trust] has received duly executed copies of all Collateral Warranties required by this Agreement, the Developer shall diligently pursue any actions or proceedings required by the Council against the entity that has not provided a Collateral Warranty in order to enforce the performance of their respective obligations.
- 43.2 The Developer shall hold any sums recovered as a result of such actions or proceedings where they are related to the Specification on trust for the Council and shall apply them in remedying the situation that gave rise to the action or proceedings.
- 43.3 The Developer shall take account of any requests or proposals made by the Council in relation to the conduct of any such actions or proceedings.
44. **LOCAL AUTHORITY POWERS**
- 44.1 Nothing contained or implied in this Agreement will prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as Local Authority, Local Planning Authority, Agent for the Highway Authority Local Education Authority, Children's Service Authority or for any other statutory body or public utility or otherwise under any public or private statute by laws orders and regulations all of which rights, powers, duties and obligations may be as fully and effectively exercised in relation to the Property as if the Council had not entered into this Agreement nor shall the Developer be relieved from the necessity of obtaining all approvals, permissions or consents as may from time to time be necessary for the carrying out of the Development from the Council in any capacity as aforesaid under or by virtue of any such Act by law order or regulation.
45. **STEP IN RIGHTS**
- 45.1 If the Developer fails to complete the Works by the Works Longstop Date then at any time after such date (but not after Practical Completion of the Works the Council may, but without obligation to do so, serve on the Developer notice in writing that it wishes to appoint its own reputable and suitably qualified contractor (the "Council's Contractor") and consultants (the "Council's Consultants") to carry out and complete those of the Works that remain incomplete ("Incomplete Works") and if the Incomplete Works have not been completed by the Developer within 20 (twenty) Working Days of the date of service of that notice the Council, the Council's Contractor and the Council's Consultants may at any time thereafter enter onto such parts of the Property as are reasonably necessary to carry out the Incomplete Works ("Step-In Right") and the provisions of clauses 45.2 to 45.4 (inclusive) shall apply to the carrying out of the Incomplete Works by the Council, the Council's Contractor and the Council's Consultants mutatis mutandis
- 45.2 If the Council exercises the Step-In Right pursuant to clause 45.1 then the Developer shall promptly instruct the Developer's Building Contractor and the Developer's Professional Team to cease that part of the Works which relate to the Incomplete Works and shall instruct the Developer's Building Contractor and the Developer's Professional Team to liaise with and provide reasonable assistance to the Council's Contractor and the Council's Consultants and to carry out the Incomplete Works with as little disturbance and inconvenience to the Developer and the Council as reasonably possible
- 45.3 If the Council exercises the Step-In Right, then the date of practical completion of the Incomplete Works shall be the date of Practical Completion of the Works for the purposes of this Agreement

45.4 Without prejudice to the Council's right to claim damages against the Developer for breach of any of the terms of this Agreement, the Developer shall be responsible for and shall pay to the Council within 20 (twenty) Working Days of written demand the following costs and expenses of the Council if the Council exercises its Step-In Right:

a) professional fees reasonably and properly incurred by the Council together with any local or other competent authority's fees actually incurred by the Council in connection with the carrying out of the Incomplete Works together with proper and reasonable disbursements and expenses.

(b) the actual cost to the Council of carrying out and completing the Incomplete Works , including the costs of connecting the Works to all necessary services and utilities.

(c) any VAT payable by the Council in respect of this clause 45 subject to receipt of a valid VAT invoice

46. **SEVERANCE**

46.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

47. **COUNTERPARTS**

47.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

47.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

THE PARTIES have executed this agreement as a deed and delivered it on the date first set out above

SCHEDULE 1

Programme for the Developer's Works

[insert details]

EXECUTED as a DEED

By[Developer]

acting by a director in the presence of:

.....

Director

Witness Signature

.....

Witness Name

.....

Witness Address

.....

.....

.....

EXECUTED as a DEED

by[Developer]

acting by a Member

in the presence of:

.....

Director

Witness Signature

.....

Witness Name

.....

Witness Address

.....

.....

.....

EXECUTED as a DEED

)

WEST SUSSEX COUNTY COUNCIL

)

[COMMON SEAL]

by affixing the common seal in the presence
of:

)

.....

Authorised Signatory

APPENDIX 1
Deeds of Appointment

APPENDIX 2
Collateral Warranty Deeds

APPENDIX 3
Drawings

APPENDIX 4
Plan

APPENDIX 5
Specification

Appendix 6 The Land Registry Transfer of Part

Appendix 7 The Deed of Covenant

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APPENDIX 10
PRIMARY SCHOOL FACILITY TRANSFER

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred WSX195013
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the south east side of the road from Ansty to Cuckfield, Ansty, Cuckfield, West Sussex The property is identified ☒ on the attached plan and shown: edged red on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [insert name of owner at the date of transfer] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

7	Transferee's intended address(es) for service for entry in the register: West Sussex County Council Legal Services, County Hall, West Street, Chichester, West Sussex, PO19 1RQ
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with X full title guarantee ☐ limited title guarantee
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
12	Additional provisions 1 Definitions 1.1 In this transfer the following words and expressions have the following meanings "Conditions for Entry" the conditions to which any right to enter granted in clause 2 or

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency)
- (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

"Plan 1"

the plan attached to this transfer with drawing number
.....

"Planning Acts"

means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation of a similar nature in force at any time;

"Planning Need"

means any obligation contained in a Planning Obligation in relation to the provision of education facilities at the Property;

"Planning Obligation"

means an agreement made pursuant to the Planning Acts prior to the date of this Transfer;

"Primary School"

means any school providing state education for primary aged children including, for the avoidance of doubt, a local authority controlled school, academy and free school.

"Retained Land"

the land comprised in the Title Number (excluding the Property) at[insert date of

Section 106 Agreement].

"Services"

gas water sewage electricity
energy telecommunications,
television data and all other
services and utilities

"Service Media"

all media for the supply or
removal of the Services and all
structures, machinery and
equipment ancillary to those
media.

"Title Matters"

the agreements, covenants,
restrictions, stipulations and other
matters (save for charges notices
and restrictions) at the date of this
transfer contained or referred to in
the land registry title registered at
the land registry under the Title
Number

"Title Number"

WSX195013

- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

- 2.1 The transfer is made together with the following rights over such part of the Retained Land as is not built upon or is not intended to be built upon in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):

- 2.1.1 **Services** – the right to the running and passage of Services to and from the Property to the nearest adopted connection points for the Services via

2.1.1.1 the Service Media already laid in the Retained Land pursuant to the Transferors obligations within the Section 106 Agreement and which provide Services to the Property; and

2.1.1.2 Service Media on the Retained Land which are installed or constructed 80 years

from the date of this transfer;

- 2.1.2 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway
- 2.1.4 **Support** – the right of support and protection for the Property and any buildings on it from the Retained Land and any buildings on it;
- 2.1.5 **Access** – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land (but only to the extent that is absolutely necessary) with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to:
 - 2.1.5.1 inspect or carry out works to the Property and to any buildings, retaining walls and structures constructed or erected thereon from time to time (including the foundations of such buildings retaining walls and structures) and all works of repair, maintenance, painting and rebuilding;
 - 2.1.5.2 inspect repair maintain install re-route, replace or connect into Service Media now existing or which may be laid under such parts of the Retained Land subject to the person or persons entering the Retained Land to exercise the above rights shall obtain all necessary consents from all relevant authorities prior to carrying out any such works.
 - 2.1.5.3 enable the Transferee to plant trees or shrubs on the Property or to carry out any landscaping on the Property to fulfil the requirements of any relevant planning permission
- 2.1.7 **Right of overhang** – the rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

- 3 Rights reserved for the benefit of other land
- 3.1 The following rights over the Property are reserved for the benefit of the Retained Land:
- 3.1.1 **Support** - the right of support for the Retained Land and any buildings on it from the Property and any buildings on it;
- 3.1.2 **Development** – the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;
- 3.1.3 **Service Media** –Subject to observing the Conditions of Entry the right to enter onto any unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and
- 3.1.4 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, running and passage of Services to and from the Retained Land via the Service Media laid in accordance with clause 2.1.3 above and/or Service Media already in the Property.

Include words of covenant.

- 4 Restrictive covenants by the transferee
- The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property shall not use or permit the Property to be used for any purposes other than primarily for a Primary School with associated facilities and community uses;

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

6. Agreements and declarations

- 6.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** to be noted on the title number of the Property.
- 6.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 2.1** to be noted on the title number(s) of the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

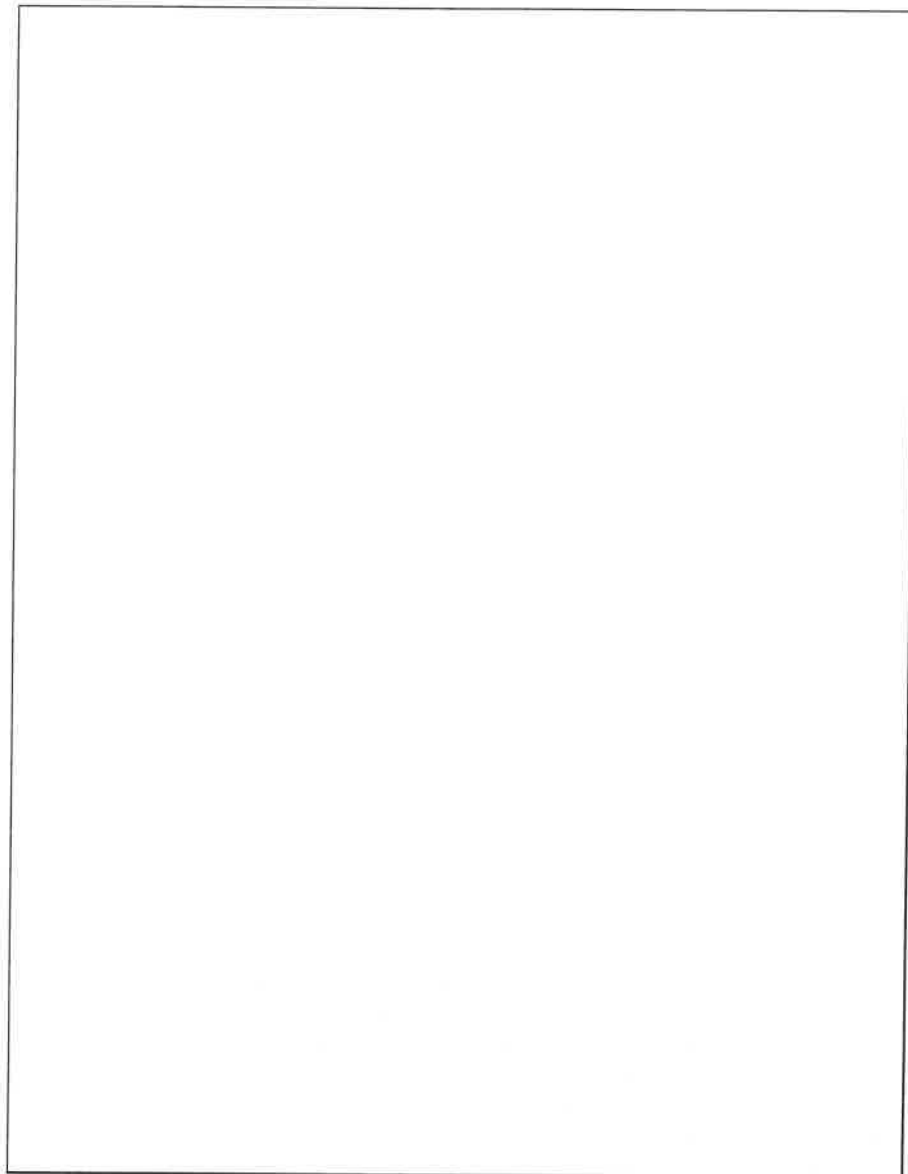
If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

13 Execution

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

APPENDIX 11
SEND SCHOOL LAND TRANSFER

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules

1	Title number(s) out of which the property is transferred WSX186417
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the south east side of the road from Ansty to Cuckfield, Ansty, Cuckfield, West Sussex The property is identified ☒ on the attached plan and shown: edged red on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor:[insert name of owner at the date of transfer] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted

7 Transferee's intended address(es) for service for entry in the register:

West Sussex County Council Legal Services, County Hall, West Street, Chichester, West Sussex, PO19 1RQ

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):
£1 (one pound)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- X full title guarantee
- ☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

1 Definitions

1.1 In this transfer the following words and expressions have the

- statements
– other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

following meanings

“Conditions for Entry”

the conditions to which any right to enter granted in clause 2 or excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right:
(a) effecting entry at a reasonable time (or at any time in an emergency)
(b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency);
(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
(d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

“Plan 1”

the plan attached to this transfer with drawing number

"Planning Acts"

means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation of a similar nature in force at any time;

"Planning Need"

means any obligation contained in a Planning Obligation in relation to the provision of education facilities at the Property;

"Planning Obligation"

means an agreement made pursuant to the Planning Acts prior to the date of this Transfer;

“Retained Land”

the land comprised in the Title Number (excluding the Property) at[insert date of Section 106 Agreement].

“Services”

gas water sewage electricity energy telecommunications, television data and all other services and utilities

“Service Media”

all media for the supply or removal of the Services and all structures, machinery and equipment ancillary to

those media.

“Special Educational Needs School

means any school providing state education for children with special educational needs and disabilities including for the avoidance of doubt a local authority

“Title Matters”

the agreements, covenants, restrictions, stipulations and other matters (save for charges notices and restrictions) at the date of this transfer contained or referred to in the land registry title registered at the land registry under the Title Number

“Title Number”

WSX 186417

- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

- 2.1 The transfer is made together with the following rights over such part of the Retained Land as is not built upon or is not intended to be built upon in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):
 - 2.1.1 **Services** – the right to the running and passage of Services to and from the Property to the nearest adopted connection points for the Services via
 - 2.1.1.1 the Service Media already laid in the Retained Land pursuant to the Transferors obligations within the Section 106 Agreement and which provide Services to the Property; and
 - 2.1.1.2 Service Media on the Retained Land which are installed or constructed 80 years from the date of this transfer;
 - 2.1.2 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

		bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway 2.1.4 Support – the right of support and protection for the Property and any buildings on it from the Retained Land and any buildings on it; 2.1.5 Access – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land (but only to the extent that is absolutely necessary) with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to: 2.1.5.1 inspect or carry out works to the Property and to any buildings, retaining walls and structures constructed or erected thereon from time to time (including the foundations of such buildings retaining walls and structures) and all works of repair, maintenance, painting and rebuilding; 2.1.5.2 inspect repair maintain install re-route, replace or connect into Service Media now existing or which may be laid under such parts of the Retained Land subject to the person or persons entering the Retained Land to exercise the above rights shall obtain all necessary consents from all relevant authorities prior to carrying out any such works. 2.1.5.3 enable the Transferee to plant trees or shrubs on the Property or to carry out any landscaping on the Property to fulfil the requirements of any relevant planning permission 2.1.7 Right of overhang – the rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property
3	Rights reserved for the benefit of other land	
3.1	The following rights over the Property are reserved for the benefit of the Retained Land:	
3.1.1	Support - the right of support for the Retained Land and any buildings on it from the Property and any buildings on it;	
3.1.2	Development – the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;	
3.1.3	Service Media –Subject to observing the Conditions of Entry the right to enter onto any	

unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and

- 3.1.4 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, running and passage of Services to and from the Retained Land via the Service Media laid in accordance with clause 2.1.3 above and/or Service Media already in the Property.

Include words of covenant.

4 Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property shall not use or permit the Property to be used for any purposes other than primarily for a Special Educational Needs School with associated facilities and community uses;

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

6. Agreements and declarations

6.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** to be noted on the title number of the Property.

6.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 2.1** to be noted on the title number(s) of the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

13 Execution

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX 12
FORM OF DRAFT NOMINATION AGREEMENT

DATED

202[]

[] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as []

Tom Clark
Solicitor and Head of Regulatory Services
Mid Sussex District Council
Oaklands
Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

[Ref]

Contents

Item	Page
1 BACKGROUND	1
2 INTERPRETATIONS	1
3 NOMINATION RIGHTS	6
4 RENTED UNITS	6
5 [SHARED OWNERSHIP UNITS]	8
6 SENSITIVE LETS	10
7 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS	10
8 REJECTION OF NOMINEES	11
9 CHOICE BASED LETTING SCHEME AND HELP TO BUY AGENTS	11
10 ALLOCATION SCHEME	11
11 TENANCY TERMS AND LETTINGS POLICY	12
12 SUPPLY OF INFORMATION AND MONITORING MEETINGS	12
13 MANAGEMENT AND MAINTENANCE	13
14 FINANCIAL CONSTRAINTS ON RENTED UNITS	13
15 [SHARED OWNERSHIP UNIT SALES]	13
16 NO DISTRICT COUNCIL NOMINATIONS AND LOCAL CONNECTION ERROR! BOOKMARK NOT DEFINED.	
17 DISPOSAL RESTRICTIONS	14
18 LAND REGISTRY RESTRICTION	15
19 DISTRICT COUNCIL'S POWERS AND LIABILITIES	16
20 MORTGAGEE PROTECTION	16
21 DISPUTE RESOLUTION	17
22 NOTICES	17
23 COSTS	17
24 NO FETTER OF DISCRETION	18
25 DATA PROTECTION	18
26 GOVERNING LAW	19
SCHEDULE 1 - AFFORDABLE HOUSING UNITS	20
SCHEDULE 2 - PLAN	21

THIS NOMINATION AGREEMENT is made the _____ day of _____

202[]

BETWEEN

- (1) [] [a Registered Society/Co-Operative Society/Community Benefit Society] (Registration Number []) under the Co-Operative and Community Benefit Societies Act 2014 whose registered office is at [] ("**the Registered Provider**")
- (2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("**the District Council**")

1 BACKGROUND

- 1.1 Words and expressions used in this Agreement are defined in clause 2.
- 1.2 The Registered Provider [has acquired] **OR** [shall by virtue of an Agreement for Sale acquire] **OR** [by virtue of a transfer/lease dated _____ acquired] the Property and pursuant to the provisions of the Section 106 Agreement the Registered Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units].

AGREED TERMS

2 INTERPRETATIONS

- 2.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

Affordable Housing means housing to include Social Rented, Affordable Rented and Shared Ownership provided to specified eligible households whose needs are not met by the market. Affordable housing shall:-

- (a) meet the needs of eligible households whom the District Council could reasonably expect to occupy the Affordable Housing Units having regard to its Allocation Scheme including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), if appropriate with the support of benefits, determined with regard to local incomes and local house prices; and
- (b) 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 subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

Affordable Housing Units means the [] ([]) units of residential accommodation as detailed in Schedule 1 which are to be constructed on the Property pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with this Agreement and "Affordable Housing Unit" is any part of the Affordable Housing Units capable of separate occupation;

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of the local market rent

(including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND [in any event and in all cases] the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and “Affordable Rented” shall be construed accordingly;

Allocation Scheme means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended;

[Agreement for Sale means the agreement dated [] made between (1) [] and (2) the Registered Provider];

Capital Funding Guide means the rules and procedures published by Homes England on 4th November 2016 (as amended) or any successor documents issued by Homes England;

Chargee means 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;

Choice Based Letting Scheme means a process through which the District Council may allocate the Affordable Housing Units in accordance with its adopted Allocation Scheme and which incorporates an advertising scheme under the Communities and Local Government Code of Guidance for Local Housing Authorities Allocation of accommodation: Choice Based Lettings or as set out in any subsequent guidance or legislation in relation to the allocation of accommodation which the District Council must or chooses to adopt;

Data Controller has the meaning as set out in the Data Protection Legislation;

Data Protection Legislation has the meaning set out in [clause 24.1];

Data Subject has the meaning as set out in the Data Protection Legislation;

[Deed of Variation means the agreement made pursuant to section 106A of the Town and Country Planning Act 1990 (as amended) dated and made between [(1) Mid Sussex District Council, (2) West Sussex County Council, (3) and (4)];

Help to Buy Agents means the body nominated by Homes England who assume administrative responsibility for all low cost home ownership products in a given area or any successor in function and for the purposes of this Agreement in the south east currently means Abri Group Limited, Collins House, Bishopstoke Road, Eastleigh, Hampshire, SO50 6AD;

Help to Buy: Shared Ownership means the government scheme for low cost home ownership products administered by the Help to Buy Agents and "Help to Buy" shall be construed accordingly;

Homes England means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;

Initial Let means the first letting of each newly constructed and previously unoccupied Rented Unit;

Initial Sale means the first sale of a newly constructed and previously unoccupied Shared Ownership Unit;

Lease means a shared ownership lease drawn in accordance with the guidelines and requirements of Homes England and substantially in the form of the Model Lease;

Local Housing Allowance means 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 Works and Pensions or such similar framework that may replace it;

Management Transfer means a transfer of an existing tenant by the Registered Provider previously agreed by the District Council in writing in circumstances where the District Council is satisfied that the tenant needs or is required to move to a different area due to exceptional circumstances requiring immediate or urgent resolution;

Market Value means the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by a qualified independent valuer and registered with the Royal Institution of Chartered Surveyors and calculated in accordance with the Capital Funding Guide;

Model Lease means the appropriate form of model lease for a shared ownership flat or house published by Homes England (as may be amended from time to time);

Nominee means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council including any Choice Based Letting Scheme or Help to Buy register;

Nomination Notice means notice given by the District Council to the Registered Provider nominating a Nominee to a relevant Affordable Housing Unit;

Nomination Request means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit (or part thereof) and in the case of a Shared Ownership Unit must include a shortlist of prospective purchasers;

Other Eligible Person means a person selected by the Registered Provider in accordance with this Agreement and who is in need of Affordable Housing and in the case of Shared Ownership who shall meet the eligibility criteria for Help to Buy;

Personal Data has the meaning as set out in the Data Protection Legislation;

Plan means the plan annexed at Schedule 2;

Planning Permission means the planning permission granted by the District Council dated [] under reference [];

Property means the [freehold] **OR** [leasehold] land known as [] being registered at the Land Registry under title number(s) [] and shown for the purposes of identification only edged [] on the Plan **OR** means the land known as [] and shown for the more particularly delineated and edged [] on the Plan;

Processing has the meaning as set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

Rentcharge means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and **Rentcharges** shall be construed accordingly;

[Protected Occupier means a person who is occupying an Affordable Housing Unit and is a Nominee or Other Eligible Person who:-

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision from the time being in force in respect of a particular Affordable Housing Unit; or
- (c) has been granted a Lease by the Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Nominee or Other Eligible Person and the remaining share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person (or his or her assignee) has subsequently purchased from the Registered Provider (or other provider of Affordable Housing) all the remaining shares so that the Nominee or Other Eligible Person (or his or her assignee) owns the entire Affordable Housing Unit];

Rented Units means any Affordable Housing Units which are to be let at Affordable Rent or Social Rent as identified in the Schedule 1 [and coloured in [] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement pursuant to a Tenancy and "Rented Unit" is any of the Rented Units;

[Re-Sales means any existing Shared Ownership Unit in respect of which the Registered Provider:-

- (a) has received from the existing leaseholder thereof notice of a proposed onward sale or assignment in accordance with the alienation provisions (or equivalent) contained within the Lease of the same; or
- (b) is entitled to dispose via the grant of a fresh Lease (whether as a result of a surrender or forfeiture of the previous Lease or otherwise)

and "Re-Sale Shared Ownership Unit" shall be construed accordingly].;

Responsible Officer for Housing means the Assistant Chief Executive or such person as the District Council may nominate in her place from time to time.

Section 106 Agreement means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) dated [] and made between (1) the District Council (in its capacity as local planning authority) and [] (2) relating to the development of the Property pursuant to the Planning Permission or any modification or variation thereof.

Sensitive Lets means Rented Units which:-

- (i) are adapted for use or occupation by certain users or occupiers; or
- (ii) have been deemed sensitive lets in order to assist in rectifying problems on a development where there are management difficulties or the homes have become difficult to let, in accordance with the Allocation Scheme,

AND agreed to be such by the District Council and the Registered Provider in accordance with [clause 6];

[Shared Ownership Units means any Affordable Housing Units as identified in the Schedule 1 [and coloured [] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement pursuant to a Lease and "Shared Ownership Unit" is any of the Shared Ownership Units and "Shared Ownership" shall be construed accordingly];

Social Rent means rented housing for which guideline target rents (including service charges and Rentcharges where applicable) are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England AND [in all cases] the rent levels (including service charges and Rentcharges where applicable) shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Social Rented" shall be construed accordingly;

Tenancy means an assured tenancy or assured shorthold tenancy of a Rented Unit drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider and "Tenancies" shall be construed accordingly;

Tenancy Strategy means the strategy adopted by the District Council from time to time setting out its high level objectives to which providers of Affordable Housing within its area should have regard as required under the Localism Act 2011;

Void Rented Unit means an existing Rented Unit which is vacant as a result of its previous tenant or occupier vacating and "Void" shall be construed accordingly;

Working Day means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday;

- 2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .
- 2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

3 NOMINATION RIGHTS

- 3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as set out in this Agreement.
- 3.2 The Registered Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

4 RENTED UNITS

- 4.1 From the date hereof the Registered Provider grants the District Council the right to nominate 100% of the occupiers of the Rented Units upon the terms contained in this [clause 4].

Initial Let Rented Units

- 4.2 In the case of all Initial Let Rented Units :-

- 4.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Let Rented Unit will be ready for occupation.
- 4.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Let Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.
- 4.2.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.2.4 Upon receipt of the Nomination Notice the Registered Provider will (subject to [clause 8]) offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit.
- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to [clause 4.2.3] to whom the Registered Provider offers a Tenancy pursuant to [clause 4.2.4] either:-
 - (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted
 then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in [clauses 4.2.4 to 4.2.6] (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Void Rented Units

- 4.3 In the case of all Rented Units which have become Void after the Initial Let or the Registered Provider has reasonable cause to believe they will become Void (to include Sensitive Lets):-
 - 4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.

- 4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.
- 4.3.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.
- 4.3.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.3.6 If a Nominee named in a Nomination Notice served pursuant to [clause 4.3.3] to whom the Registered Provider offers a Tenancy pursuant to [clause 4.3.4] either:-
- (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted
- then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in [clauses 4.3.4 to 4.3.6] (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

5 [SHARED OWNERSHIP UNITS]

- 5.1 [From the date hereof the Registered Provider grants the District Council the right to nominate 100% of the purchasers of the Shared Ownership Units upon the terms contained in this [clause 5]].

Initial Sale Shared Ownership Units

- 5.2 In the case of all Initial Sale Shared Ownership Units:-

- 5.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Sale Shared Ownership Unit will be ready for occupation and within (5) Working Days register the Shared Ownership Units with the Help to Buy Agents for

advertisement setting out the requirements of the Lease and simultaneously notify the District Council that this has been done.

5.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Sale Shared Ownership Units becoming available for occupation and such request shall also confirm that each prospective purchaser is aware of the requirements of the Lease.

5.2.3 Within ten (10) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice.

5.2.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Lease of the Initial Sale Shared Ownership Units.

5.2.5 If the District Council or its agents fail to serve a Nomination Notice within ten (10) Working Days of receipt of the Nomination Request the Registered Provider may make its own allocation and shall offer a Lease in respect of the relevant Shared Ownership Units to an Other Eligible Person

5.2.6 If a Nominee named in a Nomination Notice served pursuant to [clause 5.2.3] to whom the Registered Provider offers a Lease pursuant to [clause 5.2.4] either:-

- (a) does not accept that offer within ten (10) Working Days of the offer being made; or
- (b) thereafter fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)

then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within 10 (ten) Working Days of the date of receipt of that further Nomination Request and the procedure set out in [clauses 5.2.4 to 5.2.6] (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Re-Sale Shared Ownership Units

5.3 In the case of all Re-Sale Shared Ownership Units:

5.3.1 On receipt of a notice from the existing leaseholder enquiring whether the Registered Provider has any nomination to offer pursuant to the terms of the Lease ("a Leaseholder Notice") or a Re-Sale Shared Ownership Unit becoming available for purchase, the Registered Provider must:

- (a) within five (5) Working Days register the Shared Ownership Unit with the Help to Buy Agents for advertisement setting out the requirements of the Lease and shall simultaneously notify the District Council that this has been done; and
- (b) serve on the District Council a Nomination Request not more than ten (10) Working Days after advertisement pursuant to [clause 5.3.1(a)] and such request shall also confirm that each prospective purchaser is aware of the requirements of the Lease.

- 5.3.2 Within five (5) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice
- 5.3.3 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 8) offer (or procure a reasonable offer is made to) the Nominee identified in the Nomination Notice a Lease of the Re-Sale Shared Ownership Unit
- 5.3.4 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request, the Registered Provider may make its own allocation and shall offer a Lease in respect of the relevant Shared Ownership Unit to an Other Eligible Person
- 5.3.5 If a Nominee named in a Nomination Notice served pursuant to [clause 5.3.2] to whom the Registered Provider offers a Lease pursuant to [clause 5.3.3] either:-
 - (a) does not accept that offer within ten (10) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a contract for the grant or assignment of a Lease within a reasonable time (but not less than eight (8) weeks following the offer being accepted)
 then the Registered Provider (to the extent it is entitled to do so under the Lease) must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within three (3) Working Days of the date of receipt of that further Nomination Request and the procedure set out in [clauses 5.3.3 to 5.3.5] (inclusive) shall be repeated until the eight (8) week period has been exhausted.]

6 SENSITIVE LETS

- 6.1 If the Registered Provider at any time reasonably requires a Void Rented Unit to be a Sensitive Let then it shall notify the District Council in writing providing detailed reasons and justification for this requirement.
- 6.2 Within five (5) Working Days of receipt of written notice pursuant to [clause 6.1] the District Council shall (acting reasonably) notify the Registered Provider in writing whether it agrees that the letting of the Void Rented Unit in this instance is a Sensitive Let and whether it will be a Sensitive Let indefinitely or for this letting only PROVIDED THAT the District Council shall have absolute discretion to determine at any stage that the relevant Void Rented Unit should no longer be a Sensitive Let.
- 6.3 Should the Void Rented Unit be deemed a Sensitive Let in accordance with this clause, the provisions of the Allocation Scheme in relation to Sensitive Lets will be applied.
- 6.4 Should the District Council fail to respond to the Registered Provider in accordance with [clause 6.2] then the Void Rented Unit shall be deemed to be a Sensitive Let.

7 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

- 7.1 The District Council may consent to a release of its nomination rights under [clause 4] (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit for:-
 - 7.1.1 a temporary decant of a Rented Unit after which the tenant occupier will be returning to that Rented Unit;
 - 7.1.2 a Management Transfer

- 7.2 The District Council shall consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit in the following circumstances:-

7.2.1 a mutual exchange; or

7.2.2 a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy

PROVIDED ALWAYS that any such release under [clause 7.1 and 7.2] will not affect the District Council's future nomination rights under [clause 4].

8 REJECTION OF NOMINEES

- 8.1 The Registered Provider may reject a Nomination Notice given by the District Council in respect of an Affordable Housing Unit pursuant to [clauses 4 or 5] on the following (and no other) grounds:-

8.1.1 the Affordable Housing Unit does not meet the household's need in terms of size or accessibility;

8.1.2 the Registered Provider considers that the Nominee is not a qualifying person as defined by the Allocation Scheme;

8.1.3 the Nominee is not considered suitable for a Sensitive Let in accordance with [clause 6]

8.1.4 the Registered Provider can refuse a nomination provided the Registered Provider and the District Council are satisfied that the property is unaffordable for the nominated household and the Registered Provider can demonstrate that it is not affordable and all reasonable steps have been taken to accurately check affordability;

- 8.2 The Registered Provider may in exceptional circumstances reject a Nominee where the Registered Provider (acting reasonably) considers that the Nominee fails the criteria set out in its own internal policies and procedures for letting Rented Units and shall provide the reasons for refusal in writing to the District Council

PROVIDED THAT where such a rejection is made pursuant to clause [8.1 or 8.2] the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with [clauses 4 or 5] by way of replacement

9 CHOICE BASED LETTING SCHEME AND HELP TO BUY AGENTS

- 9.1 In the case of Rented Units the Registered Provider will comply fully at all times with the Choice Based Letting Scheme (where applicable).
- 9.2 In the case of Shared Ownership Units the Registered Provider will comply fully at all times with the requirements of the Help to Buy Agents or their successors (where applicable).

10 ALLOCATION SCHEME

The Allocation Scheme shall apply to all nominations made by the District Council pursuant to this Agreement and shall take precedence over any other letting or allocation scheme, marketing strategy or other procedure or policy adopted by the Registered Provider.

11 TENANCY TERMS AND LETTINGS POLICY

11.1 In respect of all Tenancies of Rented Units offered or granted to Nominees and Other Eligible Persons pursuant to [clause 4] the Registered Provider shall:-

11.1.1 ensure its tenure term and terms are reasonably appropriate to the relevant Nominee or Other Eligible Person; and

11.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

11.2 The Registered Provider shall upon the date of this Agreement provide the District Council with copies of its current:-

11.2.1 tenancy policy;

11.2.2 lettings/allocations policy; and

11.2.3 associated policies and documents adopted or followed by the Registered Provider

and provide to the District Council any revisions of the above from time to time promptly following their issue or adoption.

12 SUPPLY OF INFORMATION AND MONITORING MEETINGS

12.1 The Registered Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to:-

12.1.1 waiting lists, allocation criteria, vacancies, allocations and (where applicable) rent levels and any policy relating to rent in advance payments;

12.1.2 any proposed or actual sales pursuant to any statutory or contractual right to buy (whether under Part 1 of the Housing Act 1996 or otherwise);

12.1.3 any proposed or actual staircasing to 100% under any Lease;

12.1.4 Sensitive Lets and any proposed or completed works or adaptations which may lead to a Sensitive Let; and

12.1.5 such other information that the District Council may reasonably require in order to enable it to ensure that the Registered Provider is at all times complying with the provisions of this Agreement

12.2 Upon reasonable written notice from the District Council the Registered Provider will attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement. and in particular the Registered Provider shall ensure that:-

12.2.1 any information requested by the District Council pursuant to [clause 12.1] shall be provided to it not less than five (5) Working Days prior to any such meeting; and

12.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

13 MANAGEMENT AND MAINTENANCE

- 13.1 The Registered Provider shall ensure or procure that following practical completion of the Affordable Housing Units they are at all times properly managed and maintained and that the Registered Provider (in its capacity as landlord of the Affordable Housing Units) complies at all times with all its statutory and contractual obligations to the tenants, leaseholders and occupiers of the same.

14 FINANCIAL CONSTRAINTS ON RENTED UNITS

- 14.1 In relation to the Rented Units the Registered Provider shall:-

- 14.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and
- 14.1.2 not require:-
 - (a) any form of tenancy deposit (meaning any money intended to be held by the landlord under the Tenancy or otherwise as security for the performance of any obligations of the tenant or the discharge of any liability of his/hers arising under or in connection with the Tenancy);
 - (b) a charge for credit reference checks; or
 - (c) any form of guarantee or bond from any third party guarantor unless the tenant is under the age of 18
- 14.1.3 be entitled to levy rent in advance but such a levy shall not be applied in such a way that excludes eligible households that meet the definition of Affordable Housing. Where such exclusion occurs, based on the households income and expenditure, the Registered Provider will make arrangements with the Nominee to levy the rent in advance in instalments over a reasonable period of time.
- 14.1.4 ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Rented Units from time to time.

15 [SHARED OWNERSHIP UNIT SALES]

- 15.1 [In respect of each sale of a Shared Ownership Unit (whether an Initial Sale or a Re-Sale as the context permits):-
- 15.1.1 the Registered Provider shall not on an Initial Sale of fifty per cent (50%) of any newly constructed and previously unoccupied Shared Ownership Unit offer such a Shared Ownership Unit for sale at more than a 35% share of the equity in that Shared Ownership Unit PROVIDED ALWAYS this shall not prevent a buyer from acquiring a greater share in a Shared Ownership Unit where this can be afforded by the buyer taking into account their individual financial circumstances and the

limits imposed by the Lease and in all cases should be in accordance with the requirements of Homes England;

- 15.1.2 the Registered Provider shall ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Shared Ownership Units from time to time;
- 15.1.3 the Registered Provider shall retain in perpetuity a legal interest in each Shared Ownership Unit as landlord under each Lease (subject to any right of the leaseholder under each Lease to staircase to 100%);
- 15.1.4 subject to any statutory provision and the requirements and/or guidance of Homes England published from time to time the leaseholder under each Lease shall be entitled to increase his share in the value of the Shared Ownership Unit in tranches of the Market Value so that on the final tranche the leaseholder shall acquire either the freehold interest or the whole of the leasehold interest;
- 15.1.5 the Registered Provider shall ensure that the Lease contains the following provisions (unless the terms of the Model Lease expressly provide otherwise):
 - (a) the leaseholder under the Lease shall occupy the Shared Ownership Unit as his only main residence for himself and his household only; and
 - (b) the leaseholder shall not be entitled to assign or transfer the Shared Ownership Unit or any part of it unless he has first offered in writing to assign his interest to a person nominated by the Registered Provider in accordance with the terms of the Lease (where applicable); and
 - (c) the leaseholder under the Lease shall not without the prior consent of the Registered Provider underlet the whole or any part of the Shared Ownership Unit;
- 15.1.6 the sale price in respect of any assignment by the leaseholder under each Lease shall be determined in accordance with the provisions of that Lease (where applicable); and
- 15.1.7 in the event of any breach by the leaseholder under a Lease of the provisions of [subclauses 15.1.515.1.5(a), (b) or (c)] herein the Registered Provider shall take all reasonably necessary action to enforce the provisions of the same (including the taking of legal proceedings where reasonably necessary)]

16 DISPOSAL RESTRICTIONS

- 16.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.
- 16.2 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider has ensured compliance at all times with the terms of this Agreement.

- 16.3 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider shall first procure that the disponent (being a provider of Affordable Housing registered with Homes England and first approved in writing by the Responsible Officer for Housing) shall have entered into a nomination agreement with the District Council which shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

17 LAND REGISTRY RESTRICTION

17.1 **[Clauses 18.1 and 18.2 are for use where the Land has not yet been transferred to the RP:**

The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [] of the Section 106 Agreement].

- 17.2 [The Registered Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].

- 17.3 Immediately following the completion of [this Agreement] **OR** [registration referred to at [clause 17.2] above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-

"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 on behalf of Mid Sussex District Council of "Oaklands", Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of [clause 16] of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

- 17.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in [clause 17.3].

- 17.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in [clause 17.3] must be made in writing to the District Council accompanied by the following information:-

- 17.5.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);
- 17.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;
- 17.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in [clause 17.3]);
- 17.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;
- 17.5.5 the name of the proposed disponent;
- 17.5.6 the anticipated completion date of the proposed disposal; and
- 17.5.7 a copy of any plan to be used with such disposal

- 17.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with [clause 17.3] within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

18 DISTRICT COUNCIL'S POWERS AND LIABILITIES

- 18.1 Nothing contained in or implied by this Agreement shall:-

- 18.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a District Council, local planning authority or otherwise nor shall any consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and
- 18.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

19 MORTGAGEE PROTECTION

- 19.1 The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT:-

- 19.1.1 in the event of any Chargee disposing of the Affordable Housing Units (or any one or more of them) pursuant to any default under the terms of its mortgage or charge the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and
- 19.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

20 DISPUTE RESOLUTION

- 20.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [] of the Registered Provider and the Responsible Officer for Housing (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute
- 20.2 If the matter cannot be resolved as provided for in [clause 20.1] then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.
- 20.3 If the matter cannot be resolved as provided for in [clause 20.2] then either person referred to in [clause 20.2] may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 20.4 The parties agree that the decision of the person named in [clause 20.3] shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

21 NOTICES

- 21.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:-
- 21.1.1 For the District Council: The Responsible Officer for Housing at the address of the District Council given herein
 - 21.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]
- or to such other person or address as one party shall notify to the other in writing from time to time
- 21.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:-
- 21.2.1 by first class post deemed served two (2) Working Days after posting;
 - 21.2.2 by hand deemed served on signature of a delivery receipt 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 9.00am on the next Working Day;
 - 21.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and
 - 23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

22 COSTS

The Registered Provider shall pay to the District Council on or before the Date of this Agreement the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Agreement.

23 NO FETTER OF DISCRETION

Nothing contained or implied in this Agreement shall fetter or restrict the District Council's statutory rights, powers, discretions and responsibilities.

24 DATA PROTECTION

- 24.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;
- 24.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.
- 24.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Agreement:
- 24.3.1 adhere to all applicable provisions of the Data Protection Legislation;
 - 24.3.2 comply with any notification requirements under the Data Protection Legislation; and
 - 24.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 24.4 Notwithstanding the general obligation in [clause 24.3], in respect of the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.
- 24.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 24.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 24.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs

(including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this [clause 24.7].

- 24.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

25 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the law of England.

In witness whereof the parties hereto have duly executed this Agreement as a Deed on the day and the year first before written

SCHEDULE 1 - AFFORDABLE HOUSING UNITS

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

SCHEDULE 2 - PLAN

[Insert appropriate attestation for RP]

[Execution clause: execution by a society of contracts or deeds using a common seal]

Executed as a deed by affixing the common seal of

[NAME OF SOCIETY]

in the presence of:-

[COMMON SEAL]

.....

[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR]

[Committee member OR Director]

.....

[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR/SECRETARY]

[Committee member OR Director OR Secretary]

[Execution clause: execution by a society of contracts and deeds without a common seal]

Executed as a deed by **[NAME OF SOCIETY]**

acting by **[NAME OF FIRST DIRECTOR/COMMITTEE MEMBER]**,

a **[director OR member of its Committee]** and

[NAME OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY],

[a director OR member of its Committee OR its secretary]

.....

[SIGNATURE OF FIRST DIRECTOR/COMMITTEE MEMBER]

[Director OR Committee member]

.....

[SIGNATURE OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]

[Director OR Committee member OR Secretary]

The **COMMON SEAL** of

MID SUSSEX DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Authorised Officer

APPENDIX 13

PAYMENT NOTICE

Payment of monies due under a section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:

.....

Agreement dated:

Planning application reference number:

Obligation in Agreement (Please continue on a separate sheet if necessary):

1.	Description of Contribution(s) and Clause no(s):	
2.	Amount of Contribution(s) due:	
3.	Amount of interest due on Contribution(s):	
4.	If applicable, the amount of interest due on Contribution(s):	
5.	Date upon which the Contribution(s) became due:	
6.	Method of Payment:	