

DATED

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

OFFICIAL

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THIS DEED is made on

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 Glen Cottage, Fullers Road, Rowledge, Farnham GU10 4LB and **RICHARD HENRY ARTHUR NORRIS** of 94 Burwood Road, Matamata 3400, 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 and WSX200766.
- (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 WSX200766.
- (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 2025 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 Area”** means the area within the Land and/or the Off-Site BNG to be laid out to provide habitat enhancements for the purposes of achieving the Biodiversity Net Gain in accordance with the BNG Plan and subsequently managed, maintained and monitored in accordance with the BNG Plan and **“On Site Biodiversity Areas”** shall be construed accordingly
- “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 Certificate of Compliance”** means the certificate (or certificates) of compliance to be issued by the District Council confirming that the habitat enhancements on the Land or the Off-Site BNG as set out in the BNG Plan have been completed to its reasonable satisfaction
- “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 ”** 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-Site BNG for the minimum period of 30 years from the date of the BNG Certificate of Compliance
- “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 two years from final Occupation of the 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”	<p>means the written strategy for the Bus Service substantially in the same form as the “Bus Strategy” appended to this Deed at Appendix [X] 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:-</p> <ul style="list-style-type: none"> (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, <p>and shall include any further variations/amendments agreed in writing by the County Council</p>
"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 Proposed Development and how it will be managed
"Car Club Phase Management Plan"	<p>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:</p> <ul style="list-style-type: none"> (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 Proposed 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 (including a 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 residential accommodation and care to people in need of Personal 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 Disposal 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 Disposal 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 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 Services”	means the provision of vehicular and pedestrian access from the edge of the Care Dwelling to the public highway or private accessway to an adoptable standard is provided and services to the Care Dwelling boundary (including all necessary relevant pipes, conduits, cables and other conducting media for water, gas, sewerage, drainage, electricity of sufficient capacity to serve the Care Dwelling)
“Care Terms”	means: <ul style="list-style-type: none"> (a) in a clean condition, clear of any debris, rubble and other waste or materials (b) with Care 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 issued by the District Council 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
“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 the building of up to 400sqm located within the Neighbourhood Centre for local community use including the associated car parking and outdoor amenity space and to be used in accordance with the Community Use Strategy
“Community Use Strategy”	means a community use strategy prepared by the Owner for the District Council’s approval setting out the community use provisions for the Community Use Building which shall include: <ul style="list-style-type: none"> (a) the hours of access for community use (b) pricing for community use (c) booking arrangements for community use (d) the marketing of the community use (e) the operational management
“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 and the Traffic Regulation Order 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 Decide and Provide Strategy appended to this Deed at Appendix X which sets out the strategy for monitoring predicted traffic forecasts and which includes provisions to provide potential fallback mitigation in accordance with Section X of the Decide and Provide Strategy depending on the results of the monitoring

	together with such variations to the Decide and Provide Strategy as may be agreed between the Owner and the County Council in writing
“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: <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with paragraph 11 of Part Two 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 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

"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 Section X of the Decide and Provide Strategy 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 Section X of the Decide and Provide Strategy, 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 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 Time Buyer”** means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
- “First Occupation”** means the date on which the Occupation of any Dwelling begins and **“First Occupation Date”** shall be construed accordingly
- “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 X of Schedule X subject to any amendments agreed in writing by the County Council from time to time
- “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;
 - (c) the timetable for the construction and delivery the of the Green and Play Spaces, including proposed phasing

“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
“Habitat Regulations”	means the Conservation of Habitats and Species Regulations 2017 (as amended)
“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 payable in the event the Health Facility is not provided as part of the Development and to be used towards [add details] payable in accordance with the provision of Schedule 8
“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 Works”	means the provision of the following on land that is part of the Land or existing public highway: <ul style="list-style-type: none"> (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 indicatively on Highway Works Drawing 2 (“Northern Access Works”) (c) works to the southern access as shown indicatively on Highway Works Drawing 3 (“Southern Access Works”) (d) works to the western access as shown indicatively 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 as shown indicatively on Highway Works Drawing 7 (“**PRoW 8aCU Works**”)

- (h) works to the PROW Footway 69CR towards Copyhold Lane to enhance the connection onto Bridleway 67CR as shown indicatively on Highway Works Drawing 8 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) Works to upgrade facilities at B2036 London Road/Ardingly Road mini roundabout as shown indicatively on Highway Works Drawing 9 (“**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 indicatively the Northern Access Works
“Highway Works Drawing 3”	means 2207280-005 Rev E showing indicatively the Southern Access Works
“Highway Works Drawing 4”	means 2207280-004 Rev G showing indicatively 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 Drawing 7”	means [drawing ref] showing indicatively the PRoW 8aCU Works
“Highway Works Drawing 8”	means [drawing ref] showing indicatively the PRoW 67CR Works
“Highway Works Drawing 9”	means 2207280-002 showing indicatively the B2036 London Road/Ardingly Road 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, Highway Works Drawing 6, Highway Works Drawing 7 Highway Works Drawing 8 and Highway Works Drawing 9 attached to this Agreement at Appendix []
"Highway Works Scheme"	means a scheme in respect of the Highway Works and submitted in accordance with paragraph 3.2 of Schedule 13 and shall include the following details: <ul style="list-style-type: none">(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 appended to this Deed at Appendix X;
- (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 13

“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 attached to this Deed at Appendix X

“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, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula:

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

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 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**” means 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 Plan

“**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:

$L/1000 \times AP = \text{Library Contribution}$ 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 Open Market 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 Centre Neighbourhood Centre which shall include:

- (a) at least [200]sqm of uses within Use Class E
- (b) 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 Building

“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 1

"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	50m2	58m2	
2	4	70m2	79m2	
3	5		93m2	99m2
3	6		102m2	108m2
4	6		106m2	112m2

"Off-Site BNG"

means a habitat enhancement on land other than on the Land including (but not limited to) the  Land Reserve and:

	(a)	that is required to be carried out and maintained for at least 30 years after the completion of the habitat enhancement works under a legally binding agreement; and
	(b)	which is allocated to the Development on the Land under such conservation covenant or planning obligation or is otherwise contractually allocated to the Development on the Land
"Off-Site Sports Contribution"		means the sum of £1,260,000 (Index Linked) payable towards, either: <ul style="list-style-type: none"> (a) pitch drainage improvement works to the Beech Farm Field pitches; <p style="margin-left: 40px;">OR (in the event this is not delivered within the period of five (5) years from the date of the Planning Permission)</p> (b) support sports facilities development at Cuckfield Recreation Ground and/or Whitemans Green and/or Ansty Recreation Ground and North Field <p style="margin-left: 40px;">payable in accordance with Schedule 9</p>
"Open Market Dwelling"		means any Dwelling upon the Land which is not an Affordable Housing Unit
"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: <ul style="list-style-type: none"> (a) 75% Social Rented Units or Affordable Rented Units; and (b) 25% First Homes and/or Shared Ownership Units <p>or such other mix as may be agreed in writing with the District Council from time to time</p>
"Parkland Reserve"		means the land shown edged red on Plan [X] appended at Appendix [X] to this Deed
"Payment Notice"		means a payment notice in the form attached at Appendix 4
"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

“Plan”	means the plan annexed to this Deed at Appendix 2
“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 13 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”	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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
"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 is in need of and receives at least ten (10) hours of Residential Care a week and who in the case of old age is aged 60 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 Plan X appended to this Deed
"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 10 of this Agreement substantially in the form appended to this Agreement at Appendix XI
"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: <ul style="list-style-type: none"> (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 10

"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 X](#)

"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 each sub-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 to 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"	<p>means the provision of care to each Primary Resident 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 assessment, including but not limited to:</p> <ul style="list-style-type: none"> (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 Plan X appended to this Deed
"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 Primary School Land substantially in the form annexed hereto at Appendix 10 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:

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 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 this Schedule 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: <ul style="list-style-type: none">(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 Collect 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);
- (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 Highways 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 each first 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
"Traffic Regulation Order Contribution"	<p>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</p> <ul style="list-style-type: none"> (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 <p>and payable in accordance with paragraph 7 of Schedule 12 of this Deed</p>
"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.

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 9 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 10 - Schedule 13 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 14.

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 15.

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 sum of £12,000 as a contribution towards the District Council's costs of monitoring the implementation of this Deed.

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 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:

16.2.1 by first class post deemed served two Working Days after posting;

16.2.2 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 5.00 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

16.2.3 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 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 Agreement.

SCHEDULE 1

GYPSY AND TRAVELLER CONTRIBUTION AND POLICE CONTRIBUTION

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.

SCHEDULE 2

AFFORDABLE HOUSING

PART 1 AFFORDABLE HOUSING (EXCLUDING FIRST HOMES)

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 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 on a particular Residential Phase;
 - 1.2.3 the Owner has entered into an unconditional and binding contract to Transfer the Affordable Housing Units 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 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.

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. **CHARGE 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 2
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 Units 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 :

(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 Site 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 Site 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 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 Disposal 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 Units the Owner shall provide the Care Services 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 2.2 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

BIODIVERSITY NET GAIN

The Owner covenants with the District Council as follows:

1. BIODIVERSITY NET GAIN

1.1 The Owner covenants to pay the BNG Monitoring Fee to the District Council prior to the Commencement of any Dwelling within the Development and 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.

1.2 The Owner shall maintain, manage and monitor the Biodiversity Areas in accordance with the BNG Plan for a period of at least 30 years (the "**Covenant Period**") commencing from the date on which the BNG Certificate of Compliance has been issued by the District Council (the "**Covenant Start Date**").

2. BNG CERTIFICATE OF PRACTICAL COMPLETION

2.1 The Owner shall submit the BNG Plan to the District Council for written approval prior to Commencement of Development.

2.2 In respect of any Off-Site BNG the Owner shall provide the District Council with evidence of being legally secured and allocated within the BNG Plan.

2.3 Following the implementation and completion of the habitat enhancements set out in the approved BNG Plan for the Biodiversity Areas, the Owner shall submit a Certificate of Practical Completion and any other evidence the District Council requires for the District Council's written approval and simultaneously serve notice on the District Council inviting it to inspect the Biodiversity Areas and pay the inspection fee of One Thousand Pounds (£1,000) Index Linked to the District Council.

2.4 The District Council shall issue the BNG Certificate of Compliance confirming that the Biodiversity Areas (or part thereof) have been completed to its reasonable satisfaction and:

2.4.1 if the District Council chooses to inspect the Biodiversity Areas (or part thereof) and identifies remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and

2.4.2 upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 2.4.1 of Schedule 5 and pay to the District Council further inspection fee of One Thousand Pounds (£1,000) Index Linked following which the District Council shall issue a BNG Certificate of Compliance if it is satisfied the Biodiversity Areas (or part thereof) have been completed to the District Council's satisfaction;

PROVIDED THAT if the District Council fails to inspect the Biodiversity Areas (or part thereof) within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue a BNG Certificate of Compliance within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the BNG Certificate of Compliance shall be deemed to have been issued at the end of those specified periods provided FURTHER THAT the inspection procedure identified in paragraph 2.4.1 and 2.4.2 of Schedule 5 (including payment by the Owner of the inspection fee of One Thousand Pounds (£1,000) Index Linked on each occasion the District Council inspects the Biodiversity Areas (or part thereof) shall be repeated until such time as the District Council issues a BNG Certificate of [Compliance] or a BNG Certificate of Compliance is deemed to have been issued in relation to the Biodiversity Areas (or part thereof) and provided FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a BNG Certificate of Compliance is deemed to have been issued.

3. **BIODIVERSITY NET GAIN MONITORING**

- 3.1 The Owner covenants to submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 1.2 above at the following intervals:
- 3.1.1 two year anniversary of the Covenant Start Date;
 - 3.1.2 five year anniversary of the Covenant Start Date;
 - 3.1.3 10 year anniversary of the Covenant Start Date
 - 3.1.4 20 year anniversary of the Covenant Start Date
 - 3.1.5 30 year anniversary of the Covenant Start Date
- 3.2 If any monitoring report submitted pursuant to paragraph 3.1 of Schedule 5 identifies that remedial and/or corrective measures are required to any of the Biodiversity Areas in order to ensure that they meet the standards set out in the approved Biodiversity Management Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the District Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the District Council shall be deemed to have agreed the timescales proposed by the monitoring report and/or Owner where the District Council has not refused agreement within 20 (twenty) Working days after the date when the proposed dates were received by the District Council.
- 3.3 The Owner may from time to time submit an updated Biodiversity Management Plan to the District Council for approval and shall pay to the District Council its costs of £300 (three hundred pounds) for each submission review and such approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated Biodiversity Management Plan where it has not refused approval within 20 (twenty) Working days after the date when it was received by the District Council.
- 3.4 The Owner covenants to pay the inspection fee of One Thousand Pounds (£1,000) Index Linked prior to the issue of the BNG Certificate of Practical Completion for the Biodiversity Areas and the Council shall not be required to issue the BNG Certificate of Practical Completion unless and until it has received the BNG Monitoring Fee and the applicable inspection fee(s).

SCHEDULE 6

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.
 - 1.3 To submit to a Certificate of Practical Completion 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 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 by the District Council for those phases.
 - 1.5 The Green and Play Spaces shall not be used for any purpose other than for the identified purposes in perpetuity.

SCHEDULE 7

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 [XX] 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 Allotment 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 Allotment Land, the Owner shall manage maintain and insure the Allotments Land in accordance with the Allotment 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 Allotment Land as part of the Development.

SCHEDULE 8

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 NFIS 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 8 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 and the Community Use Strategy 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 and Community Use Strategy 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 Community Use Strategy and make the Neighbourhood Centre available for use before the Occupation of 85% of Dwellings.
- 3.4 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 Community Use Strategy and made available for use.

SCHEDULE 9

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 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.

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 Improvement Contribution any Indexation has been paid to the District Council.

SCHEDULE 10

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 Education Facility Development Agreement) PROVIDED THAT it is agreed and acknowledged that the Education 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 [] 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 Education 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 Education 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 in the form attached to this Deed as Appendix [X];
- 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 15; 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 Education 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, rifes 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 the Primary School Facility Contribution on or before the Occupation of the 200th (two hundredth) Dwelling.
 - 1.5.7 the Owner shall not allow Occupation of the 201st (two hundred and first) Dwelling to occur until 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 11

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 Primary School Land for the Primary School Land Price in the form of the Primary School Land Transfer annexed at Appendix 10 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 Primary 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 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, , 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 Primary 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 primary 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 annexed at Appendix X 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 12

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 AND PHASE/USE SPECIFIC TRAVEL PLAN AND 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 13

HIGHWAYS

The Owner covenants with the County Council as follows:

1. **FRAMEWORK TRAVEL PLAN**

- 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 Highways 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.

8. **DECIDE AND PROVIDE STRATEGY**

8.1 To commence the monitoring of the traffic as agreed in the Decide and Provide Strategy.

8.2 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.

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

8.3.1 50% of Occupation of the Development;

8.3.2 75% of Occupation of the Development;

8.3.3 following Practical Completion of the Development;

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

demonstrates that the forecast residential trip generation set out in Section X of 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.

- 8.4 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 Highways Agreement(s) with the County Council.
- 8.5 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.
- 8.6 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.

9. CAR CLUB

- 9.1 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.
- 9.2 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.
- 9.3 No Dwellings shall be Occupied until the Car Club Outline Management Plan has been approved in writing by the County Council.
- 9.4 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.
- 9.5 The Owner shall not Occupy more than XX% 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 The Owner shall provide Car Club Membership upon explicit acceptance of the offer pursuant to paragraph 9.8 above provided the offer is accepted within six months of being made.

SCHEDULE 14

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 15

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:

.....
Full Name (Authorised Signatory)

.....
Signature (Authorised Signatory)



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:

.....
Full Name (Authorised Signatory)

.....
Signature (Authorised Signatory)



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

.....
Witness signature

.....
Witness name

.....
Witness address

.....
Witness occupation

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

.....
Witness signature

.....
Witness name

.....
Witness address

.....
Witness occupation

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

.....
Witness signature

.....
Witness name

.....

.....
Witness address

.....
Witness occupation

EXECUTED as a Deed)
(but not delivered until dated) by)
RICHARD HENRY ARTHUR NORRIS)
)

.....
Witness signature

.....
Witness name

.....

.....
Witness address

.....
Witness occupation

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

.....
Full Name (Director)

.....
Signature of Director

in the presence of:

APPENDIX 1
FORM OF DRAFT NOMINATION AGREEMENT

APPENDIX 2

THE PLANS

APPENDIX 3

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:	