

Dated

26 August

2026

MID SUSSEX DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

**MICHAEL CHARLES JENSEN, CHRISTOPHER GRANT PETERKIN, CHARLES ROBERT
GRANT PETERKIN AND MICHAEL HUGH GRANT PETERKIN**

and

GARETH WILLIAM DAVIES AND BARBARA ELIZABETH DAVIES

and

MILLER HOMES LIMITED

Agreement

pursuant to Section 106 of the Town and Country
Planning Act 1990

relating to land at Colwell Farm, Lewes Road,
Haywards Heath, West Sussex

Application reference: DM/25/0445

Appeal reference: AP/26/0236005786

This Deed is made the

26th

day of

August

2026

By

1. **MID SUSSEX DISTRICT COUNCIL** of Oakland, Oaklands Road, Haywards Heath, West Sussex RH16 1SS ("**the Council**");
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("**the County Council**");
3. **MICHAEL CHARLES JENSEN, CHRISTOPHER GRANT PETERKIN, CHARLES ROBERT GRANT PETERKIN AND MICHAEL HUGH GRANT PETERKIN** of Mill House, Back Lane, Chetnole, Sherborne DT9 6PL and of 18 Dalgarno Gardens, London W10 6AB ("**the First Owner**");
4. **GARETH WILLIAM DAVIES AND BARBARA ELIZABETH DAVIES** of North Colwell Farm House, Lewes Road, Haywards Heath, West Sussex RH17 7SX ("**the Second Owner**"); and
5. **MILLER HOMES LIMITED (CRN: SC255429)** whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("**the Developer**")

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Site is situated.
- C. The First Owner is the freehold owner of the part of the Site registered at HM Land Registry under Title Number SX25883. The Second Owner is the freehold owner of the part of the Site registered at HM Land Registry under Title Number WSX220542. The First Owner and the Second Owner shall hereinafter be referred to as the Owner.
- D. The Developer has an interest in the Site by way of a land promotion agreement dated 20 December 2019.
- E. The Developer submitted the Application to the Council which was validated on 19 February 2025 and on 10 September 2025 the Application was refused.
- F. The Developer has submitted the Appeal and this Deed is to be submitted as part of the Appeal.

Now this Deed witnesses as follows:

1. **DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" 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 the SECOND SCHEDULE, 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 and expenses 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 Social Rented Units and Affordable Rented Units and First Homes provided to specified eligible households whose needs are not met by the market. Affordable Housing shall:

- (a) meet the needs of eligible households who the 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 (subject to the terms of this Deed);

"Affordable Housing Land"

means an area or areas of the Site upon which the Affordable Housing Units are to be constructed the location and area of which are to be agreed pursuant to paragraph 1.1 of Part One of the SECOND SCHEDULE;

"Affordable Housing Scheme"

means the scheme to be approved by the Responsible Officer for Housing in accordance with paragraph 1.1 of Part One of the SECOND SCHEDULE to this Deed or such other scheme approved by the Responsible Officer for Housing 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 Council on 25 July 2018;

"Affordable Housing Units"

means a minimum of 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) together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Affordable Housing Unit and a minimum of two parking spaces per three bedroom Affordable Housing Unit and a minimum of three parking spaces per four bedroom Affordable Housing Unit and gardens / amenity land which are to be constructed 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 Local Connection Criteria (Social Rented Units or Affordable Rented Units) and the Nomination Agreement in the case of the Social Rented Units or Affordable Rented Units and the Affordable Housing Scheme and the Eligibility Criteria (National) and the Eligibility Criteria (Local) and the Local Connection Criteria (First Homes) in the case of the First Homes and Affordable Housing Unit is any part of the Affordable Housing Units capable of separate occupation;

"Affordable Rented Unit(s)"

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;

"All Requisite Consents"

means all requisite consents orders agreements authorisations licences and permissions required to implement the TRO Highway Works Scheme;

"Allocation Scheme"

means the scheme adopted by the 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;

"Appeal"

means the planning appeal lodged against the refusal of the Application (given reference number AP/26/0236005786) and

to be determined by the Secretary of State or an Inspector appointed by the Secretary of State;

"Application"	the application for planning permission submitted to the Council for the Development and allocated reference number DM/25/0445;
"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 Institute of Chartered Surveyors;
"BNG Certificate of Compliance"	means the certificate of compliance to be issued by the Council confirming that the habitat enhancements set out in the BNG Plan and the HMMP to be provided on the On Site Biodiversity Areas have been completed to its reasonable satisfaction;
"BNG Metric"	means the statutory metric published by Department for Environment, Food & Rural Affairs from time to time for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement;
"BNG Monitoring Contribution"	shall mean the sum of £13,000 to be used towards the Council's costs of monitoring compliance with the Habitat Management and Monitoring Plan and Monitoring Reports;
"Biodiversity Net Gain"	means an increase in biodiversity units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the BNG Metric) that can be allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the Act;
"BNG Plan"	means the plan submitted to and approved by the Council to satisfy the Development's Biodiversity Net Gain requirements pursuant to schedule 7A of the Act;
"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 Social Rented Units or Affordable Rented Units;

"Certificate of Practical Completion"	means a certificate to be issued by the NHBC or the Owner's engineer architect or other certifying officer as the case may be under the relevant construction contract entered into in respect of the Development or part thereof to certify the relevant part of the Development have been Practically Completed in accordance with the relevant construction contract entered into in respect of the Development or part thereof;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 or their statutory successor;
"Commencement of Development"	means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act but, for the avoidance of doubt, the Planning Permission is deemed not to be implemented for the purposes of this definition by any works of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the term "Commenced" shall be construed accordingly;
"Community Buildings Contribution"	means the sum to be calculated in accordance with Schedule 4 of this Deed being a financial contribution towards the community buildings in Franklands Village, Barn Cottage Recreation Ground, Ashenground Community Centre and/or the Woodside;
"Compliance Certificate"	means the certificate issued by the 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 part one of the SECOND SCHEDULE applies the Eligibility Criteria (Local);
"Council Contributions"	means the Community Buildings Contribution, the Local Community Infrastructure Contribution, the Off-site Sport Contribution, the Police Services Contribution and the GP Services Contribution;
"Council Monitoring Fees"	means the total sum of £1,500 payable to the Council as a contribution to the costs of monitoring the implementation of this Deed;
"County Council Contributions"	means the Education Contribution, the Footpath Improvements Contribution, the Library Contribution, the Total Access Demand Contribution and the TRO Contribution;
"County Council S106 Monitoring Fee"	means the total sum of £2,565 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;

"Cycle/Pedestrian Improvements Scheme"	means cycle/pedestrian improvements to Scaynes Hill to Lindfield and/or pedestrian improvements at South Road, Haywards Heath;
"Default Interest Rate"	means 4% per annum above the base rate of the Bank of England and Interest shall be construed accordingly;
"Development"	means the development of up to 80 dwellings with associated landscaping open space, infrastructure and vehicular and pedestrian accesses;
"Discount Market Price"	means a sum which is the Market Value discounted by 30%;
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 11 of part one of the SECOND SCHEDULE; (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;
"Dwelling"	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;
"Education Contribution"	means the sum payable in accordance with paragraph 6 of Schedule 4 of this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary and secondary education services that would be generated by the Development and to be used towards additional facilities at Northlands Wood Primary Academy or another primary school in the planning area of Haywards Heath should this be more suitable at the time the contribution is made in the case of primary education and towards additional facilities at Oathall Community College or another secondary school in the planning area of Haywards Heath should this be more suitable at the time the contribution is made in the case of secondary education;
"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
- (b) 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 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 one of the SECOND SCHEDULE

"First Disposal"

means the initial Disposal by the owner of a First Home to an owner/occupier or the 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 Deed. First Homes shall not be visually distinguishable from the Market Housing Units 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 Housing Units 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; 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 one of the SECOND SCHEDULE;

"First Time Buyer"

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

"Footpath Improvements Contribution"

means the sum of £10,800 being a financial contribution towards surface improvements to footpath 29CU between Lewes Road and Cobbetts Mead to the north of the Development;

"GP Services Contribution"

means the sum of £116,942 being a financial contribution towards increasing patient capacity at the GP practices in Haywards Heath;

"Habitat Management and Monitoring Plan/HMMP"

means the document titled 'Habitat Management and Monitoring Plan' as required by the Planning Permission and approved by the Council setting out details of how the BNG Plan will be delivered managed maintained and monitored over at least 30 years (the "Covenant Period");

"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;

"Income Cap"

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 Council Contributions, that the Council Contributions payable under this Deed shall be increased in accordance with the following formula:

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

Where:

Relevant Amount = the payment to be RPI Indexed

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

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

- (b) in relation to the County Council Contributions and the County Council Monitoring Fee that the County Council Contributions and the County Council Monitoring Fee payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times C/D$$

where C/D is equal to or greater than 1

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

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

D is the BCIS Index preceding the 1 April 2026

- (c) in relation to the Travel Plan Monitoring Fee payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times C/D$$

where C/D is equal to or greater than 1

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

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

D is the RPI Index preceding the 1 April 2026

and Indexation shall be construed accordingly;

"Inspector" means the planning inspector appointed by the Planning Inspectorate/Secretary of State to determine the Appeal;

"Library Contribution" means the sum payable in accordance with paragraph 7 of Schedule 4 of this Deed and being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at Haywards Heath Library;

"Local Community Infrastructure Contribution" means the sum calculated by applying the amount per Dwelling referred to in Schedule 4 to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by Reserved Matters Approval(s) subject to adjustment in accordance with the provision of paragraph 3 of Schedule 4 of this Deed and to be used by the Council towards a new cemetery for Haywards Heath (Hurstwood Lane) and/or cycle routes to Haywards Heath Railway Station and Town Centre;

"Local Connection Criteria (Social Rented Units or Affordable Rented Units)" 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 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 of Works and Pensions or such similar framework that may replace it
"Market Housing Units"	means any Dwellings to be constructed on the Site pursuant to the Planning Permission which are general market housing for sale on the open market and which are not Affordable Housing Units
"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 30% discount in the valuation
"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
"Monitoring Reports"	means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan
"National Space Standard"	means the nationally described 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 national space standard
"Nomination Agreement"	means an agreement between the Council and the Registered Provider under which the Council exercises its right to nominate prospective occupiers for the Social Rented Units or Affordable Rented Units in accordance with Part VI of the Housing Act 1996 section 159 and which agreement shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social Rented Units or Affordable Rented Units on the first letting of a tenancy and (unless otherwise agreed in writing by the Responsible Officer for Housing) shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social

Rented Units or Affordable Rented Units on any reletting substantially in the form annexed hereto at APPENDIX 2;

"Nominee"

means a person who is selected by the 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

"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/maisonettes/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m ²	58m ²	
2	4	70m ²	79m ²	
3	5		93m ²	99m ²
3	6		102m ²	108m ²
4	6		106m ²	112m ²

"Occupied"

shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and **Occupation** and **Occupy** shall be construed accordingly;

"Off-Site Sport Contribution"

means the sum to be calculated in accordance with Schedule 4 of this Deed being a financial contribution towards the sports facilities at Hanbury Stadium and/or Tim Farmer Recreation Ground and/or Victoria Park;

"On Site Biodiversity Areas"

means the areas within the Site to be laid out, managed, maintained and monitored to provide habitat enhancements towards the purpose of achieving the Biodiversity Net Gain in accordance with the BNG Plan;

"Other Eligible Person"

means in the case of a Social Rented Unit or Affordable Rented 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 10.2 of Part One of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

"Plan 1"	the plan marked 'Plan 1' and attached to this Deed at Schedule 1;
"Planning Permission"	the planning permission subject to conditions that may be granted pursuant to the Appeal;
"Police Services Contribution"	means the sum of £18,918.91 being a financial contribution towards officer setup, support staff, premises upgrades at Hayward Heath Police Station, vehicle provision and ANPR camera installation;
"Practical Completion"	means the stage reached when the construction of an Affordable Housing Unit is sufficiently complete that, where necessary, a Certificate of Practical Completion can be issued and it can be Occupied;
"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;
"Protected Occupier"	means a person who is Occupying a Social Rented Unit or 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 acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof; (c) 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 or Affordable Rented Unit; any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs above
"Qualifying Trigger"	means any trigger contained within this Deed that attracts the County Council S106 Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;

"Registered Provider"	means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing 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 which may be imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the Council and Rentcharges shall be construed accordingly;
"Reserved Matters Approval(s)"	means the approval(s) of Reserved Matters reserved under the Planning Permission;
"Reserved Matters"	means any of the following matters in respect of which details have not been given in the application, namely, appearance, landscaping, layout, and scale as defined in The Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended);
"Responsible Officer for Housing"	means the Council's Assistant Chief Executive or such person as the Council may nominate in her place from time to time;
"RPI Index"	means the Retail Prices Index published monthly by the Office of National Statistics and RPI Indexed shall be construed accordingly
"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 the Department of Housing, Communities and Local Government (or such other person or organisation who has the jurisdiction from time to time to determine the Appeal) including the Inspector who is appointed to act on their behalf;
"Site"	the land at Colwell Farm, Lewes Road, Haywards Heath, West Sussex against which the obligations contained in this Deed may be enforced as shown edged red on Plan 1;
"Social Rented Units"	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 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;

"Statutory Undertaker"

has the same meaning as in section 262 and section 336 of the Act;

"Tenancy"

means an assured periodic 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;

"Total Access Demand Contribution"

means the sum payable in accordance with paragraph 8 of Schedule 4 of this Deed which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Cycle/Pedestrian Improvements Scheme

"Total Access Demand Methodology"

means the methodology developed by the County Council and adopted by the Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of the Development

"Traffic Regulation Order"

means an order made under the Road Traffic Regulation Act 1984 that regulates, restricts or prohibits the use of a road or any part of a road by vehicular traffic or pedestrians which in this context is a potential relocation of the existing 30mph/40mph speed limit on Lewes Road to the east of the proposed site access road;

"Travel Plan"

means a full travel plan based on the details contained within the i-Transport Framework Travel Plan Ref MG/BC/MS/ITL19597-006A R dated 9 January 2025 in respect of the Development or as may otherwise be agreed in writing with the County Council;

"Travel Plan Co-ordinator"

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

"Travel Plan Monitoring Fee"

means the sum of £4,110 Index Linked payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development;

"TRO Contribution"

means the sum of £10,984 to be paid to the County Council and used by the County Council towards the promotion and advertisement of a traffic regulation order on Lewes Road to the east of the proposed site access road to reduce the speed limit;

"TRO Highway Works"

means the provision of a scheme of TRO highway works should the Traffic Regulation Order pursuant to payment of the

TRO Contribution be successful in reducing the speed limit on Lewes Road;

"TRO Highway Works Scheme"

means a scheme in respect of the TRO Highway Works and delivered in accordance with paragraph 9 of Schedule 4 of this Deed;

"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;

"Working Day"

any day apart from Saturday and Sunday and statutory bank holidays.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council or the County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner or the Council (or the County Council as the case may be) not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed are found (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.
- 2.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any non-material amendment thereto) granted (whether or not on appeal) after the date of this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council (as local planning authority) and by the County Council (as local authority responsible for education, library and highways) against the Owner.
- 3.3 If in determining the Appeal the Secretary of State or the Inspector expressly states in the decision letter that any planning obligation contained in this Deed:
 - 3.3.1 is not a material planning consideration; or
 - 3.3.2 can be given no weight in determining the Appeal; or
 - 3.3.3 does not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations

Then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed and the Owner shall be under no obligation to comply with the obligation SAVE THAT the remainder of this Deed shall continue in full force and effect

4. CONDITIONALITY

- 4.1 The obligations contained within this Deed are conditional upon:
 - 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedule 2, Schedule 3 and Schedule 4 (in each case insofar as it relates to obligations owed to the Council).
- 5.2 The Owner covenants with the County Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedules 4 (insofar as it relates to obligations owed to the County Council).

6. THE COUNCIL AND THE COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners and the Developer to observe and perform the obligations set out in Schedule 5 (insofar as it relates to obligations owed by the Council).
- 6.2 The County Council covenants with the Owners and the Developer to observe and perform the obligations set out in Schedule 5 (insofar as it relates to obligations owed by the County Council).

7. FEES

- 7.1 The Developer shall pay to the Council on completion of this Deed the Council's reasonable costs incurred in the negotiation, preparation and execution of this Deed.
- 7.2 On or before the Commencement of the Development the Owner shall pay the Council Monitoring Fee.
- 7.3 The Developer shall pay to the County Council on completion of this Deed the County Council's reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.
- 7.4 On or before the Commencement of Development the Owner shall pay to the County Council the County Council S106 Monitoring Fee Index Linked.

8. LOCAL LAND CHARGE

- 8.1 This Deed shall be registrable as a local land charge by the Council following the outcome of the Appeal
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

9. COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL

- 9.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.2 Where the agreement, approval, consent or expression of satisfaction is required by the Council or the County Council from the Owner under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.3 The Owner agrees to give the Council and the County Council written notice of any change in ownership of any of their interests in the Site occurring before all of the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and address together with the area of the Site purchased by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Dwelling.
- 9.4 Any notice required by this Deed shall be in writing and addressed to the section 106 Monitoring Team of the Council at the address of the 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.
- 9.5 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:

- 9.5.1 by first class post deemed served two Working Days after posting;
- 9.5.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9am on a Working Day, the notice will be deemed to have been received at 9am on that day and if delivery occurs after 5.00pm on a Working Day or on a day that is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
- 9.5.3 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.

10. TERMINATION OF THIS DEED

- 10.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

11. THE CONTRACTS ACT

- 11.1 Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council or County Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

12. LIABILITIES

- 12.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 12.2 Subject to clause 12.1 no person shall be liable for any breach of a covenant restriction or obligation contained in this Deed in relation to a part of the Site in which it does not have a freehold or leasehold interest.
- 12.3 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained and as set out in this Deed PROVIDED THAT the Developer shall have no liability under this Deed (apart from Clause 7.1 and 7.3) unless it takes possession of or acquires the freehold interest in the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

13. EXEMPTIONS

- 13.1 This Deed shall not be enforceable against:
 - 13.1.1 The individual owners or occupiers of a Dwelling or their mortgagees, chargees or successors in title;
 - 13.1.2 A Protected Occupier;
 - 13.1.3 A Registered Provider or a Chargee save for Part 1 of Schedule 2

14. COUNCIL'S POWERS

- 14.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

15. STATUTORY UNDERTAKERS

- 15.1 The obligations in this Deed shall not bind or be enforceable against any Statutory Undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

16. WAIVER

- 16.1 No waiver (whether expressed or implied) by the Council (or the County Council as the case may be) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council as the case may be) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

17. VAT

- 17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18. DISPUTES

- 18.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in the Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert (the "Expert") whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 18.1 or as to the appropriateness of the professional body then such question may be referred to by either party to the President of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert (also, the "Expert") and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days after the conclusion of any hearing that takes place or 28 Working Days he has received any file or written representation.

- 18.4 The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.

19. JURISDICTION

- 19.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

20. DELIVERY

- 20.1 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.

21. FUTURE PERMISSIONS

- 21.1 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.

- 21.2 In the event that an application is made pursuant to Section 73 or Section 73B of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Deed shall include the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council and 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 or 73B of the Act, any Section 73 or 73B consent granted thereunder and any development permitted by such subsequent Section 73 or 73B consent and any Section 73 or 73B 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 []".

PROVIDED THAT

- 21.3 nothing in this clause 21 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 or Section 73B of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act;
- 21.4 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owners and/or the Developer to comply with that obligation again in respect of a planning permission pursuant to an application under s73 or Section 73B of the Act.

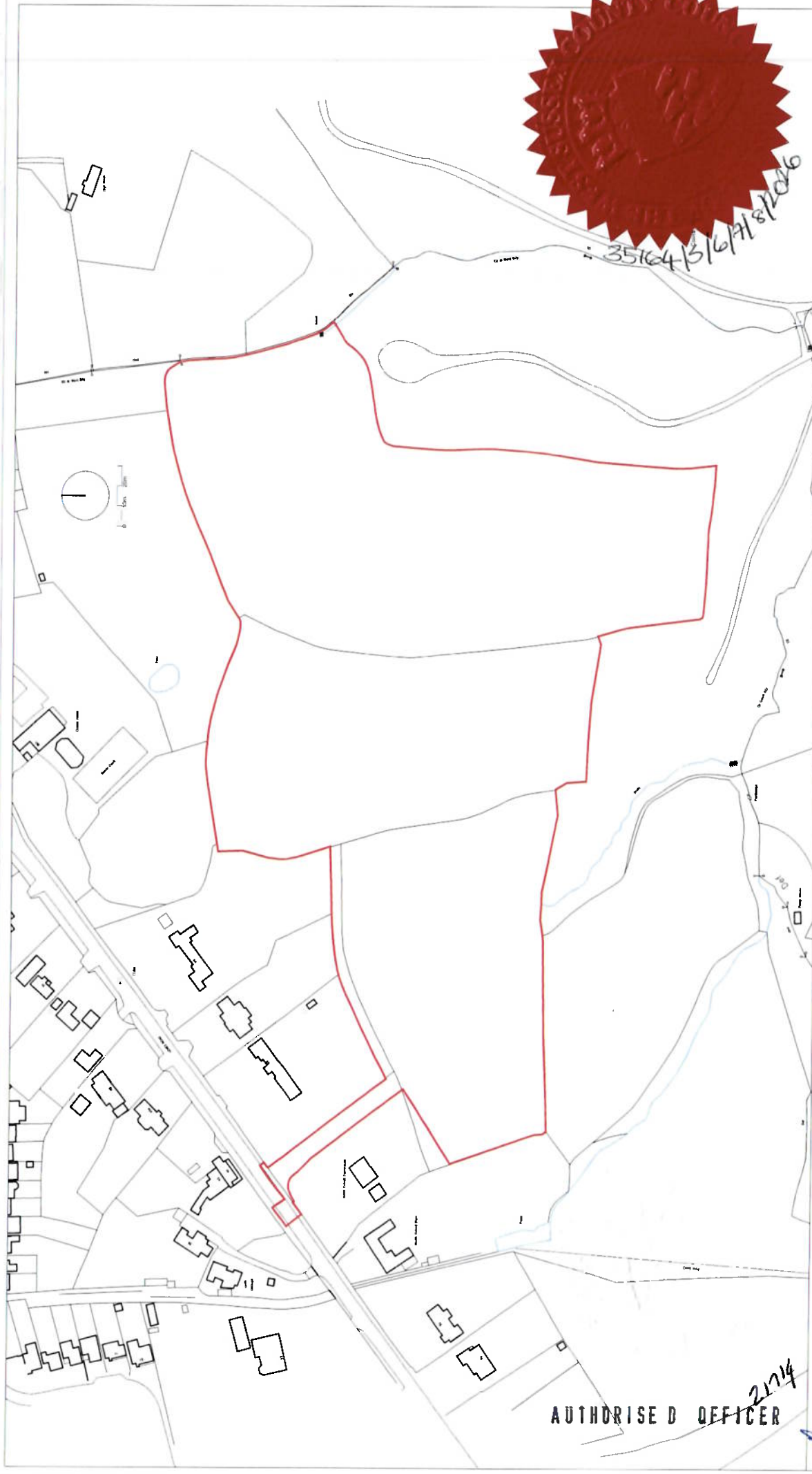
22. INTEREST ON LATE PAYMENT

- 22.1 If any sum or amount has not been paid to the Council or County Council (as relevant) by the date it is due, the Owner shall pay the Council or County Council (as relevant) interest on that amount at the Default Interest Rate from the date the payment is due until the date that the payment is made.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

The Plan



35164/3/6/7/8/10/6

21714
AUTHORISED OFFICER

Mr. J. M. O'Connell
P. W. Davis
James E. Davis
C. Lath
S. J. O'Connell

	CLIENT MILLER HOMES PROJECT TITLE LAND AT NORTH COWELL FARM HAYWARDS PROJECT NO 02.38 DRAWING TITLE LOCATION PLAN DRAWING NO 02.3801500 SCALE 1:1250 @ A2	
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SCHEDULE 2

COVENANTS BY THE OWNER TO THE COUNCIL

1 PART ONE: AFFORDABLE HOUSING

1.1 To submit to the Council for approval as part of the Reserved Matters Application including layout the Affordable Housing Scheme comprising:

1.1.1 details of the area and location of the Site upon which the Affordable Housing Units are to be constructed and which shall have been previously discussed with the Responsible Officer for Housing; and

1.1.2 a scheme for the provision of Affordable Housing Units which shall include the number, size, type and the tenure mix of the Affordable Housing Units to reflect a tenure mix of the Affordable Housing Units of (unless otherwise agreed with the Responsible Officer for Housing) twenty five per cent (25%) as First Homes and seventy five per cent (75%) as Social Rented or Affordable Rented Units (with the amount of Social Rented or Affordable Rented Units to be in the Owner's sole discretion) to meet the range of affordable housing needs in the locality and in broad conformity with Part Two of the Second Schedule and which shall have been previously agreed in writing by the Responsible Officer for Housing.

1.2 Not to cause or allow the Commencement of the Development to occur unless and until the following has occurred:

1.2.1 the Responsible Officer for Housing has approved in writing the identity of the Registered Provider with responsibility for the delivery of the Social Rented Units or Affordable Rented Units, such approval not to be unreasonably withheld or delayed; and

1.2.2 the Owner has entered into a conditional and binding contract with the Registered Provider to transfer the Social Rented Units or Affordable Rented Units and associated land to the Registered Provider, such that the contract:

1.2.2.1 is not required to become unconditional until the earlier of:

1.2.2.1.1 commencement of construction of the relevant Social Rented Units or Affordable Rented Units; or

1.2.2.1.2 such other trigger based upon Occupation of a specified number of Market Housing Units as may be agreed between the Owner and the Council

1.2.2.2 provides for the actual transfer of the Social Rented or Affordable Rented Units to complete at such time as the relevant Social Rented Units or Affordable Rented Units have reached the stage at which the first layer of brickwork on the external walls above damp proof course level has been completed; and

1.2.3 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.2.2 SAVE THAT any commercially sensitive information shall be redacted.

2 RESTRICTIONS ON OCCUPATION

No more than 60% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for Occupation and the Social Rented Units or Affordable Rented Units and associated land have been transferred to the Registered Provider.

3 PROVISION OF INFORMATION

To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Social Rented Units or Affordable Rented Units 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 Social Rented Units and Affordable Rented Units and First Homes 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

which are current at the date of the Planning Permission

and all First Homes shall also 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 Social Rented Units or Affordable Rented Units to a Registered Provider 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 The Owner covenants with the Council that the transfer of the Social Rented Units or Affordable Rented Units 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 Social Rented Units or Affordable Rented 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 Social Rented Units or Affordable Rented Units shall be Occupied until the Owner (being a Registered Provider) has entered into a Nomination Agreement with the Council provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all of the applicable Social Rented Units or Affordable Rented Units. The Local Connection Criteria will be detailed in the Nomination Agreement.

7 USE OF THE SOCIAL RENTED UNITS AND THE AFFORDABLE RENTED UNITS

7.1 Subject to the provisions of this Deed that from the date of Practical Completion of the Social Rented Units or Affordable Rented Units they 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 Any 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 at paragraph 8 below;

PROVIDED THAT if any successor in title to the Protected Occupier (as referred to in paragraph 7.2.1) or the Chargee (as referred to in paragraph 7.2.2) is a Registered Provider or any other provider of affordable housing the provisions of paragraph 7.1 shall thereupon become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided herein.

8 CHARGEES DUTY

8.1 The affordable housing provisions in this Deed shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

8.2 such Chargee shall first give written notice to the Council of its intention to dispose of the Social Rented Units and/or the Affordable Rented Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Social Rented Units and/or the Affordable Rented Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

8.3 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the affordable housing provisions in this Schedule which provisions shall determine absolutely

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 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.

10 FIRST HOMES 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 Council has been provided with evidence that:

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

10.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

10.4.1.3 the transfer of the First Home includes:

10.4.1.3.1 a definition of the "District Council" which shall be Mid Sussex District Council

10.4.1.3.2 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."

10.4.1.3.3 a provision that the First Home 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 First Home or any part of it other than in accordance with the First Homes Provisions

10.4.1.3.4 a copy of the First Homes Provisions in an Annexure

10.4.2 The Council has issued the Compliance Certificate and the 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 Owner or Developer and any First Homes Owner not just the first First Homes Owner may apply to the 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 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 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 Council at the Discount Market Price; or

10.8.2 (if the 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 Council where the relevant Dwelling is disposed of other than as a First Home.

- 10.9 If the 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 Council in accordance with paragraph 10.6 following which the 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 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 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 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 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 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 Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances 11.3.1 – 11.3.6 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 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 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 Council the Additional First Homes Contribution.
 - 12.1.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 12.1.4.1 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

12.1.4.2 apply all such monies received towards the provision of Affordable Housing .

Part 2

SECOND SCHEDULE

PART TWO: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES
26% 1B/2P	Comprising flats, Coach Houses /flats over garages, maisonettes, or bungalows @ a minimum of 50m ² (excluding the staircase and entrance hall in the case of any Coach Houses/FOGS or maisonettes or 58m ² including them). Maisonettes should each have their own private garden area
4% 2B/4P	wheelchair accessible house for rent @ a minimum of 103m ² which complies with all of the requirements contained in Part M(4)(3)(1)(a) and (b) and Part M(4)(3)(2)(b) for wheelchair accessible dwellings as contained in Category 3 – wheelchair user dwellings of schedule 1 of the Building Regulations 2010 as amended
45% 2B/4P	houses @ a minimum of 79m ² in the case of houses (2 storey) maisonettes (minimum 70m ² or 79m ² including staircases). Maisonettes should each have their own private garden area
20% 3B/5P	houses @ a minimum of 93m ² (2 storey) or 99m ² (3 storey)
5% 4B/6P	1) x 4B/6P House @ a minimum of 106m ² (2 storey) or 112m ² (3 storey)

SCHEDULE 3

BNG

COVENANTS BY THE OWNER TO THE COUNCIL

Part 1 - Biodiversity Net Gain (On site)

- 1 The Owner covenants with the Council that the BNG Plan and the HMMP in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the requirements of the approved details or any variation agreed in writing between the Owner and the Council from time to time.
- 2 The Owner shall maintain, manage and monitor the On Site Biodiversity Areas in accordance with the approved BNG Plan and the HMMP for a period of 30 years commencing from the date on which the BNG Certificate of Compliance has been issued or deemed to be issued in accordance with paragraphs 3, 4 and 5 of this Schedule (the "Covenant Start Date")
- 3 Following the implementation and completion of the habitat enhancements set out in the BNG Plan for the On Site Biodiversity Areas, the Owner shall serve written notice on the Council inviting it to inspect the On Site Biodiversity Areas and if reasonably satisfied the Council shall issue the BNG Certificate of Compliance confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction.
- 4 If the Council inspects the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the BNG Plan and HMMP and notifies the Owner of remedial works required within 20 Working Days of the inspection:
 - 4.1 the Owner shall complete such remedial works to the reasonable satisfaction of the Council; and
 - 4.2 upon completion of any remedial works, the Owner shall serve written notice on the Council inviting it to inspect the remedial works identified pursuant to this paragraph 4 and the Council shall issue a BNG Certificate of Compliance if reasonably satisfied with the remedial works.
- 5 If the Council fails to:
 - 5.1 inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner pursuant to paragraph 3 above; or
 - 5.2 issue a BNG Certificate of Compliance within 20 (twenty) Working Days of the Council's inspection where no remedial works have been identified pursuant to paragraph 4 above; or
 - 5.3 notify the Owner of any remedial works required within 20 (twenty) Working Days of the Council's inspection; or
 - 5.4 re-inspect the On Site Biodiversity Areas within 10 (ten) Working Days of the receipt of the written notice from the Owner confirming that the remedial works identified pursuant to paragraph 4.2 have been completed;

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 paragraphs 3 and 4 shall be repeated until such time as the Council issues a BNG Certificate of Compliance or a BNG Certificate of Compliance is deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine the dispute (including but not limited to whether a BNG Certificate of Compliance is deemed to have been issued).

- 6 The Owner shall serve written notice on the Council inviting it to inspect the On Site Biodiversity Areas before submitting to the Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 2 above at the following intervals:
 - 6.1 two year anniversary of the Covenant Start Date;
 - 6.2 five year anniversary of the Covenant Start Date;
 - 6.3 ten year anniversary of the Covenant Start Date;
 - 6.4 fifteen year anniversary of the Covenant Start Date
 - 6.5 twenty year anniversary of the Covenant Start Date;
 - 6.6 twenty five year anniversary of the Covenant Start Date;
 - 6.7 thirty year anniversary of the Covenant Start Date
- 7 If any Monitoring Report submitted pursuant to paragraph 6 above identifies that remedial and/or corrective measures are required to any of the On Site Biodiversity Areas in order to ensure that they meet the standards set out in the approved BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the Council shall be deemed to have agreed the timescales proposed by the Monitoring Report and/or Owner where the Council has not refused agreement within 20 (twenty) Working Days after the date when the proposed dates were received by the Council.
- 8 The Owner may from time to time submit an updated BNG Plan and HMMP to the Council for approval, which approval shall not be unreasonably withheld or delayed, and the Council shall be deemed to have approved an updated BNG Plan or HMMP where it has not refused or approved the updated BNG Plan within 20 (twenty) Working Days after the date when it was received by the Council.
- 9 To pay the Council the BNG Monitoring Contribution prior to the Commencement of the Development.

SCHEDULE 4

Financial Contributions, Travel Plan and TRO Highway Works

The Owner covenants with the Council as follows:

- 1 To pay the Community Buildings Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Community Buildings Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

Community Buildings

The following assumptions will be used to calculate contributions towards community buildings:

- Typical population served by community building: 2,500 persons
- Typical community building floorspace: 400 square metres
- Building costs for construction of community buildings: £1,950/square metre
- Cost per person: £312

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£406	£270
2bed	1.9 persons	£593	£395
3 bed	2.5 persons	£780	£520
4 bed	2.9 persons	£905	£603
5+ bed	3.3 persons	£1,030	£686

- 2 To pay the GP Services Contribution Index Linked to the Council prior to the Occupation 50% of Dwellings.
- 3 To pay the Local Community Infrastructure Contribution Index Linked to the Council prior to the Occupation 50% of Dwellings.

The Local Community Infrastructure Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

Local Community Infrastructure Contributions

The contribution will be applied to new residential development and will be £354 per person, calculated as follows:

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£460	£307
2bed	1.9 persons	£673	£448
3 bed	2.5 persons	£885	£590
4 bed	2.9 persons	£1027	£684
5+ bed	3.3 persons	£1,168	£779

4. To pay the Off-Site Sport Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Off-Site Sport Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

No. of residents x cost per person (£34) x provision per person (16 sqm)

No. of residents x cost per person (£544)

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£707	£474
2bed	1.9 persons	£1,034	£693
3 bed	2.5 persons	£1,360	£911
4 bed	2.9 persons	£1,578	£1,057
5+ bed	3.3 persons	£1,795	£1,203

5. To pay the Police Services Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Owner covenants with the County Council as follows:

6. Education Contribution

- 6.1 To pay to the County Council the Education Contribution Index Linked on or before occupation of the first (1 no) Dwelling in the Development

6.2 Not to cause or allow Occupation of the second Dwelling (2 no) in the Development to occur before payment to the County Council of the Education Contribution Index Linked has been made.

6.3 The Education Contribution shall be calculated by reference to the following formula:

(Cost Multiplier (Primary) x TPR = Primary Education Contribution) + (Cost Multiplier (Secondary) x TPR = Secondary Education Contribution) = Education Contribution where:

Note: x = "multiplied by ..."

Cost Multiplier = Department for Education (DfE) scorecard figures for Primary Education 2025/26 (£23,108), for Secondary (£31,783)

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

ACP = 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. (which for Mid Sussex District is 33% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied, as approved by a subsequent reserved matters planning application. WSCC use the latest published county wide occupancy rates from the 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

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).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11).

7 Library Contribution

- 7.1 To pay to the County Council the Library Contribution Index Linked on or before Occupation of the first (1 no) Dwelling in the Development.
- 7.2 Not to cause or allow Occupation of the second (2 no) Dwelling to occur before payment to the County Council of the Library Contribution Index Linked has been made.
- 7.3 The Library Contribution shall be calculated by reference to 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 2026/2027 are 30 sq.m and £6,819 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 Dwellings, no discount for affordable dwellings is applied for Library Contribution in Mid Sussex), as approved by a subsequent reserve matters planning application.

Using the latest published county wide 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

8 Total Access Demand Contribution

- 8.1 To pay to the County Council the Total Access Demand Contribution Index Linked on or before Occupation of the first (1 no) Dwelling in the Development.
- 8.2 Not to cause or allow Occupation of the second (2 no) Dwelling to occur before payment to the County Council of the Total Access Demand Contribution Index Linked has been made.

- 8.3 The Total Access Demand Contribution shall be calculated by reference to the following formula:

Total Access Demand Contribution = Sustainable Access Contribution + Infrastructure Contribution, where:

Sustainable Access Contribution = (C – D) x E, where:

C (Total Access) = (A (number of dwellings) x B (Occupancy per dwelling)) for which WSCC use the latest published county wide 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

D = Parking Spaces provided by the residential development element of the Development

E = Standard multiplier of £890

Infrastructure Contribution = D x F, where:

D = Parking Spaces provided by the residential development element of the Development

F = Standard multiplier of £1,782

9 TRO Contribution and TRO Highway Works Scheme

- 9.1 To pay to the County Council the TRO Contribution Index Linked on or before Commencement of Development
- 9.2 Not to cause or allow Commencement of Development to occur before payment to the County Council of the TRO Contribution Index Linked has been made.
- 9.3 If the Traffic Regulation Order is successful to submit a TRO Highway Works Scheme to the County Council (in writing) for approval such approval not to be unreasonably withheld or delayed
- 9.4 Once the County Council has approved the TRO Highway Works Scheme (in writing) ("the Approved TRO Highway Works Scheme") to obtain All Requisite Consents

including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council if necessary.

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

9.6 In the event that the Traffic Regulation Order is not successful the obligations in this paragraph 9 shall fall away and shall no longer be required or enforceable

10 Travel Plan

10.1 Upon Commencement of Development the Owner shall pay to the County Council the Travel Plan Monitoring Fee Index Linked.

10.2 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee towards the monitoring of the Travel Plan for the lifetime of the Development

10.3 To submit the Travel Plan for approval prior to Commencement of Development

10.4 Not to Occupy the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

10.5 Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan.

11 Footpath Improvements Contribution

11.1 To pay to the County Council the Footpath Improvement Contribution Index Linked on or before Occupation of the first (1) Dwelling in the Development

11.2 Not to cause or allow Occupation of the second Dwelling (2 no) in the Development to occur before payment to the County Council of the Footpath Improvement Contribution has been made.

SCHEDULE 5

The Council and the County Council's Covenants with the Owner

The Council covenants with the Owner as follows:

- 1 To use all contributions received by the Council for the specified purpose as set out in this Deed.
- 2 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 3 To repay to the party who makes any payment under this Deed upon valid written request such amount which has not been spent or allocated for expenditure (together with interest from the date of receipt to the end of the period of ten years from receipt) within ten years of the date of receipt by the Council of such payment. The written request is valid only if it is made within 24 months of the expiration of the said 10 year period.

The County Council covenants with the Owner as follows:

- 4 The County Council covenants that upon receipt of the County Council Contributions 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.
- 5 The County Council covenants upon written request on or after ten years of the date of receipt of the relevant County Council Contribution to issue to the party that paid the said contribution an account certified by the Director Finance and Support Service for the time being of the County Council detailing how the relevant County Council Contributions have been expended by the County Council
- 6 If or to the extent that the relevant County Council Contributions shall not have been spent by the County Council by the end of the period referred to in paragraph 5 above the County Council shall on receipt of a written request being made refund to the party that paid the relevant County Council Contribution any unexpended part of the relevant County Council Contribution together with interest on the unexpended part from the date of receipt by the County Council of the relevant County Council Contribution 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 two (2) years 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 .
- 7 If at the end of the period referred to in paragraph 5 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 3 then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the

party that paid the County Council Contributions in the manner set out in paragraph 4 of this Schedule and refund any unexpended part of the County Council Contributions in the manner set out in paragraph 5 of this Schedule.

APPENDIX 1

TRAVEL PLAN



Land at North Colwell Farm, Lewes Road, Haywards Heath Framework Travel Plan

Client: Miller Homes

i-Transport Ref: MG/BC/MS/ITL19597-006A R

Date: 09 January 2025

Land at North Colwell Farm, Lewes Road, Haywards Heath Framework Travel Plan

Client: Miller Homes

i-Transport Ref: MG/BC/MS/ITL19597-006A R

Date: 09 January 2025

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Quality Management

Report No.	Comments	Date	Author	Authorised
ITL19597-006 R	Draft	12/12/2024	BC / MS	MG
ITL19597-006A R	Final	09/01/2025	BC / MS	MG

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Travel Plan.docx

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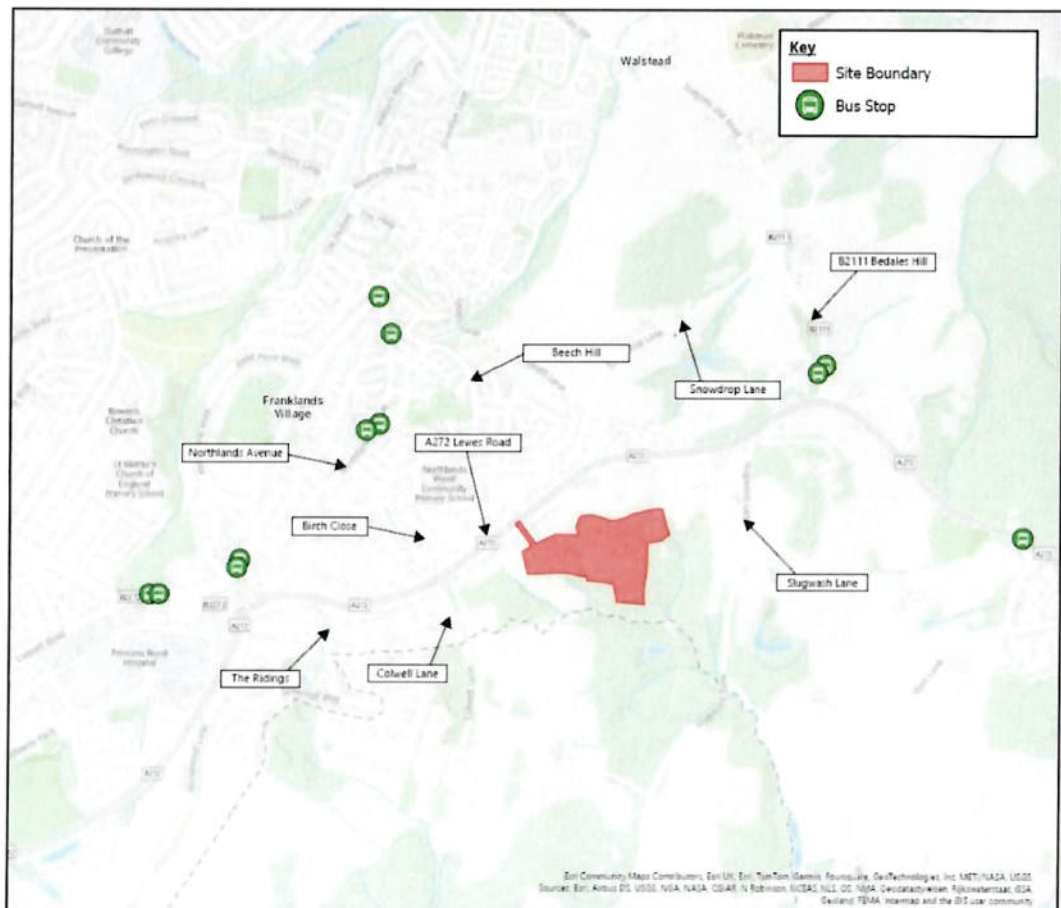
Appendices

APPENDIX A.	Indicative Site Layout
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SECTION 1 Introduction

- 1.1.1** Miller Homes has appointed i-Transport LLP to provide highways and transport advice in relation to the proposed residential development at North Colwell Farm, Lewes Road, Haywards Heath. The proposal comprises up to 80 new homes.
- 1.1.2** The site is located to the south of the Lewes Road (A272), approximately 2.5km to the southeast of Haywards Heath town centre. The site is bound to the north by existing residential dwellings, and agricultural land and woodland surrounds the rest of the site. The site location is illustrated on **Figure 1.1**.
- 1.1.3** An outline planning application is submitted (with means of access determined at outline stage). An illustrative site layout is provided in **Appendix A**.
- 1.1.4** This Framework Travel Plan (TP) has been prepared as part of the planning application and it should be read in conjunction with the Transport Assessment (*report ref: ITL19597-001*). It applies to residents and visitors.

Figure 1.1: Site Location



- 1.1.5 The local planning authority is Mid Sussex District Council (MSDC) whilst the local highway authority is West Sussex County Council (WSCC).
- 1.1.6 A TP is a package of measures produced to encourage the use of alternatives to single occupancy car use. TPs can include measures such as car sharing schemes, walking and cycling enhancements and facilities, public transport services and car parking allocation. This TP forms one element of a suite of measures designed to reduce the transport impact of the development. Other elements, including both the design and planning of the proposed development, these will work alongside this TP to reduce single occupancy car trips.
- 1.1.7 This TP has been developed as a guide to the travel planning approach to minimise single occupancy private vehicle use by residents and visitors accessing the site. As the development commences, this TP can be updated to reflect travel changes at the time of implementation.

1.2 Transport Policy Context

National Planning Policy Framework (December 2024)

- 1.2.1 The NPPF sets the policy basis for the development of Travel Plans. A Travel Plan is defined in the NPPF as:
- "A long-term management strategy for an organisation or site that details how agreed sustainable transport objectives are to be delivered, and which is monitored and regularly reviewed."***
- 1.2.2 Paragraph 115 of the NPPF outlines that when assessing sites for development this should ensure sustainable transport modes are prioritised taking account of the vision for the site, the type of development and its location, and a key tool to facilitate this is a Travel Plan.
- 1.2.3 Paragraph 118 of the NPPF sets out that all developments which generate significant amounts of movement are required to provide a Travel Plan. Sustainable travel objectives include the need to reduce the use of the private car (particularly for single occupancy journeys) and measures to promote walking, cycling and public transport use as alternatives to private car journeys.
- 1.2.4 Therefore, this TP has been produced to outline measures to encourage travel by modes of transport other than single occupancy car use for residents of the development, by promoting walking, cycling and public transport use as alternative methods.

Planning Practice Guidance

- 1.2.5 The web-based PPG replaced the DfT's 'Guidance on Transport Assessment' on 6 March 2014 and of which discusses the role of travel plans and transport assessments / statements and how they relate to each other:

"Travel Plans, Transport Assessments and Statements are all ways of assessing and mitigating the negative transport impacts of development in order to promote sustainable development. They are required for all developments which generate significant amounts of movements. (ID42 – 002)".

Local Policy

- 1.2.6 This Travel Plan has been prepared having regard to the 'West Sussex County Council Development Travel Plan Policy' document. This document identifies that Residential Travel Plans should provide a **"commitment to delivering a range of measures to promote sustainable modes of transport"**.
- 1.2.7 The document also sets out the thresholds for when a Travel Plan will be required in line with the former DfT 'Guidance on Transport Assessments' (GTA). Typically, a full Travel Plan is required where a development is in excess of 80 – 100 homes.
- 1.2.8 Policy DP21 of the adopted Mid Sussex District Local Plan (2014-2031) states:
- 1.2.9 **"Development which generates significant amounts of movements is supported by a Transport Assessment / Statement and a Travel Plan that is effective and demonstrably deliverable including setting out how schemes will be funded..."**
- 1.2.10 The Regulation 19 submission draft District Plan 2021 – 2039 contains an updated vision, strategy, site allocations and policies and will supersede the 2018 District Plan upon its adoption. Although the draft District Plan has reduced weight given outstanding objections, and the examination is ongoing. This District Plan includes four policies related to transport, with policy DPT3 related to active and sustainable travel:
- DPT3: Active and Sustainable Travel. Development will be required to help remove barriers to active and sustainable travel and create a healthy environment in which people choose to walk, wheel and use sustainable transport.

1.3 **Structure**

1.3.1 Following the introductory section, the remaining sections of this travel plan are structured as follows:

- Section 2 - Aims, Objectives and Benefits
- Section 3 – Existing Conditions
- Section 4 – Travel Plan Targets
- Section 5 – Measures
- Section 6 – Management and Implementation
- Section 7 – Monitoring and Review
- Section 8 – Action Plan

SECTION 2 Aims, Objectives and Benefits

2.1.1 This section of the TP identifies the aims, objectives and benefits of the TP. These cover a range of outcomes encompassing sustainability, environmental and health considerations.

2.2 Aims

2.2.1 The purpose of a TP is to influence behaviour change towards sustainable modes of transport and active travel. In this context, the primary aim is to encourage, support and promote the use of active modes of travel such as walking, cycling and maximise the use of public transport and achieve a reduction in the number of single occupancy vehicle trips to/from the site.

2.3 Objectives

2.3.1 The following objectives are identified, to support the primary aim of the TP:

- To encourage residents and visitors to travel to/from the site by non-car modes;
- To inform residents about the local public transport available;
- To promote the sustainability of the site by using a range of new measures, including a travel information pack which is provided to the residents once they have moved in; and
- To monitor the effectiveness of the TP via surveys.

2.4 Benefits

2.4.1 A Travel Plan can bring a number of benefits to a new development for the developer, the local authority and the ultimate occupants of the site. The key benefits of the TP are summarised in **Table 2.1**.

Table 2.1: Travel Plan Benefits

Benefits to:	Residents	WSCC
Improve site access and connectivity	✓	
Less congestion on local roads	✓	✓
Improved travel choice	✓	✓
Local environmental improvements from reduced congestion, pollution and noise	✓	✓
Opportunities for active, healthy travel and associated health benefits	✓	✓
Help achieve wider local policy objectives, e.g. on sustainability		✓

SECTION 3 Existing Conditions

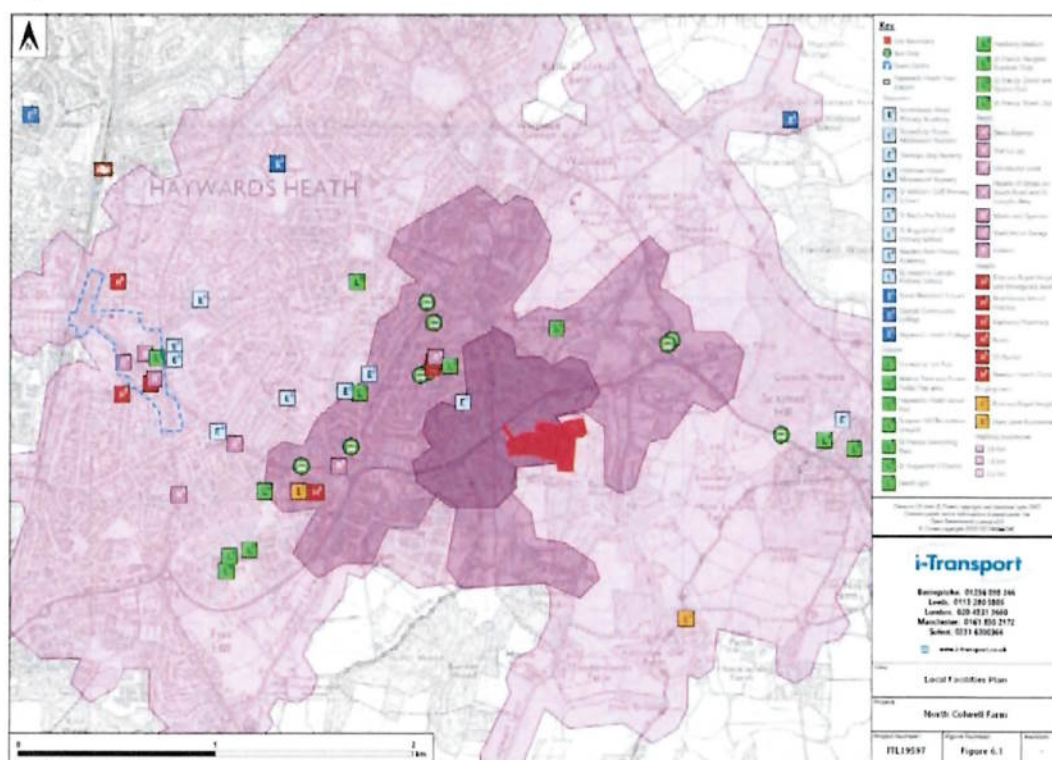
3.1 Core Local Amenities and Services

3.1.1 There are clear opportunities for residents to travel by sustainable modes of transport – including walking, cycling and by bus.

3.1.2 The core local amenities and services are presented in **Figure 3.1** (along with walking catchment isochrones) - the core facilities are listed below:

- Primary school – the main primary school is Northlands Wood Primary Academy to the north west, circa 840m from the centre of the site. Other primary schools include, Saint Wilfrid's C of E Primary School, St Joseph's Catholic Primary School and Warden Park Primary Academy.
- Secondary school – the main secondary school one is Oathall Community College (11 – 16). There is also Haywards Heath College (16 plus).
- Supermarket or local grocery shop (selling fresh food) – Tesco Express at Walnut Park is the closet at circa 790m from the centre of the site. The Shell petrol garage sells some food items, a Co-Op is located on B2272, with an Iceland and M&S in the town centre.
- Doctors surgery – Northlands Wood Practice, at Walnut Park, with a Pharmacy (Kamsons) adjacent, these are circa 800m from the centre of the site.
- Employment – Princess Royal Hospital is to the west of the site and Haywards Heath Town Centre a bit further along the B2272.
- Leisure / Recreation – Walnut Park and Forest Fields Play area is the closet to the site to the north west. Other nearby leisure includes the Snowdrop inn pub to the north east, St Francis swimming pool, Rangers football club and bowls club to the south west of the site.

Figure 3.1: Local Facilities Plan



3.1.3 Many of the local facilities are located within the Walnut Park area within a reasonable¹ walking distance of the site, accessible via existing footways on the northern side of Lewes Road and Public Right of Way 29CU. Further amenities and employment opportunities are in Haywards Heath Town Centre which is within a reasonable² cycling distance.

3.2 Local Highway Network

A272 Lewes Road

3.2.1 The A272 Lewes Road is a single carriageway, two-way road running in a general east to west direction – it provides access to Haywards Heath town centre / the A23 to the west and North Chailey / the A22 / A26 to the east. At its western end it meets Rocky Lane and the B2272 at The Birch Hotel Roundabout. Each approach arm of the roundabout includes a flared two-lane approach.

¹ The vast majority (80%) of trips are undertaken on foot for journeys up to one mile (1.6km), according to the National Travel Survey.

² The National Travel Survey identifies that the average distance travelled by bike is 4.4km.

- 3.2.2 Within vicinity of the site, Lewes Road includes a footway on the northern side of the carriageway between the junctions with Birch Close and Snowdrop Lane. Either side of these junctions, the footway terminates on the northern side but continues along the southern side of the carriageway. The footways are approximately 1.7 metres wide with street lighting present. Along the site frontage, Lewes Road is subject to a 40mph speed limit – this reduces to 30mph around 145m to the west of the site.

The Birch Hotel Roundabout

- 3.2.3 Lewes Road meets the Birch Hotel Roundabout at its most western end. Uncontrolled pedestrian crossings are found on all arms of the roundabout which all feature dropped kerbs and pedestrian refuge islands. Tactile paving is provided on the Rocky Lane approach arm crossing.
- 3.2.4 Road markings indicate cyclists to divert of the carriageway are found on the approaching arms of Lewes Road (westbound) and Franklynn Road (eastbound). A shared footway / cycleway encompasses the roundabout then continues westwards along the southern side of Franklynn Road for approximately 70 metres.

Franklynn Road (B2272)

- 3.2.5 The B2272 forms the 100-metre connecting road between the Birch Hotel Roundabout to the Princess Royal Hospital Roundabout.
- 3.2.6 West of the Princess Royal Roundabout, the B2272 is known as Franklynn Road. It runs in a general east to west direction into the centre of Haywards Heath. It has a general carriageway width of circa 7.5 metres, is street lit and subject to a 30-mph speed limit.
- 3.2.7 The section of Franklynn Road between the Birch Hotel Roundabout and Princes Royal Hospital Roundabout features a shared footway/cycleway only on the southern side of the carriageway (for circa 70 metres). West of Princess Royal Hospital Roundabout, footways are located on both sides of the carriageway which are between circa 1.2 and 2.5 metres wide and continue into the centre of Haywards Heath.
- 3.2.8 Princes Royal Hospital Roundabout features uncontrolled crossings with dropped kerbs and pedestrian refuge islands. A controlled signal pedestrian crossing with dropped kerbs and tactile paving is located approximately 80 metres west of the Princess Royal Hospital Roundabout.

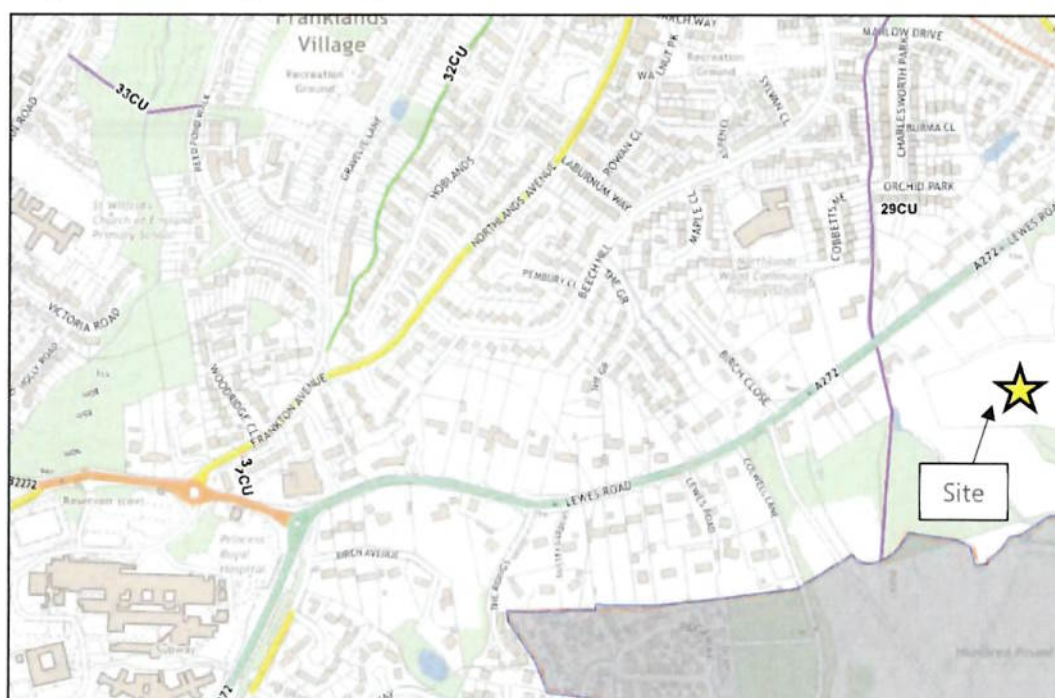
Frankton Avenue / Northland Avenue

- 3.2.9 Frankton Avenue runs north-eastwards of the Princess Royal Roundabout for approximately 200 metres before becoming Northlands Avenue. It has an approximate carriageway width of 6 metres, is street lit and subject to a 30mph speed limit.
- 3.2.10 Frankton Avenue includes footways on both sides of the road which are circa 2 metres wide. This provides pedestrian access to the bus stops on either side of the road. When Frankton Avenue becomes Northland Avenue, the corridor widens, and the footways become separated from the carriageway by a grass verge.

Public Rights of Way

- 3.2.11 Public Rights of Way (PRoW) are shown on **Image 3.1**. Footpath 29CU routes in a north/south direction to the west of the site. It intersects Lewes Road A272. It continues northbound from Lewes Road to Orchid Park and further north connecting with Lyoth Lane. Other PRoW close to the site include:
- 31CU – A short section of public footpath which connects Franklyn Road to Frankton Avenue. This can be used as a short-cut for those using the bus stops on Frankton Avenue.
 - 32CU – A bridleway which starts at Graveley Lane (north of junction with Franklands Avenue/Northlands Avenue) northeastwards to the junction of Northlands Avenue/Lyoth Lane.
 - 33CU – A public footpath through Haywards Heath Cemetery and Gardens from Reed Pond Walk to Eastern Road.

Image 3.1: Public Rights of Way



Source: West Sussex County Council online Public Rights of Way Map.

3.3 Public Transport

Bus

- 3.3.1** The nearest bus stops to the site are located on Northlands Avenue (via Footpath 29CU) circa 1km walk distance from the centre of the site. The Northlands Avenue stops offer an hourly service from bus routes 31/31A. The southbound bus stop (towards Haywards Heath town centre and beyond) includes a shelter with seating, timetable information and real time information indicating arrival times of the next bus, this is a good level of existing provision. A signal pedestrian crossing exists adjacent to the bus stop to provide safe access to the northbound bus stop.
- 3.3.2** Further bus stops with additional services are located on Bedales Hill (B2111), the B2272 Lewes Road and on Franklyn Road, circa 1.3km to the east and 1.4km to the west of the site access respectively. In total there are over ten bus services available most of which are available from the B2272 bus stops outside the Princess Royal Hospital, the westbound bus stop (towards Haywards Heath town centre) includes two shelters with seating, timetable information and real time information indicating arrival times of the next bus, this again is good existing provision. A summary of local bus services is presented in **Table 3.1**.

Table 3.1: Summary of Local Bus Services

	Route	Typical Frequency (shown for one direction)		
		Mon-Fri	Sat	Sun
3	Slaugham - Haywards Heath	1 return service per day (Fridays only)	-	-
30	Haywards Heath (Ridgeway) - Lindfield (Circle)	06:27 then up to every hour from 08:10-17:41	08:26 then up to every hour from 09:08-17:10	-
31	Uckfield - Haywards Heath	Around every hour from 06:14-18:26	07:41 then hourly from 08:16 to 18:16	-
31A	Uckfield - Cuckfield	Every 2 hours from 09:16-15:16	Every 2 hours from 09:16-17:16	-
33	Hurstpierpoint - Haywards Heath	07:23 then hourly from 08:34-17:34	Hourly from 08:34-16:34	-
33A	Hurstpierpoint - Warden Park School	One return service per day	-	-
39	Haywards Heath (Ridgeway) - Princess Royal via Bolnore	06:14, 07:14, 08:00 then every hour from 08:30-14:30, and 16:00-18:00	08:10 then every hour from 08:30-14:30, and 16:00-18:00	-
62	Haywards Heath - Cuckfield - Balcombe - Pound Hill - Crawley	Tuesdays & Thursdays, every couple of hours	-	-
89	Princess Royal Hospital / Franklands to Horsham	09:45, 12:00, 14:15, 15:20, 17:30	-	-
149	Scaynes Hill - Haywards Heath - Wivelsfield Green	15:20	-	-
166	Lewes - Haywards Heath	08:09, 10:06, 12:53, 15:03, 17:45	10:06, 12:53, 15:03, 17:41	-
270	Brighton Churchill Square - East Grinstead Station	Around every hour from 06:14-18:26	Around every hour from 08:00-20:19	09:44, 12:29, 14:29, 17:22
271	Royal Sussex County Hospital - Crawley Bus Station	Services every 1-2 hours between 06:48 and 23:11	Around every 2 hours between 08:45 and 16:39	09:33, 11:33, 14:03, 16:03
272	Royal Sussex County Hospital - Crawley Bus Station	Services every 1-2 hours between 06:31 and 21:30	06:13 then every hour from 09:40-15:40	-
STP1/STP2	Haywards Heath / Cowfold - St Pauls Catholic College	One return service (each) per day	-	-

Source: bustimes.org accessed December 2024.

- 3.3.3 The above table demonstrates that there is a regular bus service available providing access to the key destinations with approximately six buses per hour on weekdays and Saturdays then one bus per hour on Sundays.

Rail

- 3.3.4 Haywards Heath rail station is located circa 2.6 km (straight line distance) north-west of the site. The station itself features step free access to all four platforms, 312 cycle parking spaces and 1,069 car parking spaces. The services that run to this station are summarised in **Table 3.2**.

Table 3.2: Summary of Haywards Heath Rail Services

Destination	Duration	Peak Frequency	Off-Peak Frequency
Bedford	2hrs 3mins	2 per hour	2 per hour
Brighton	14-21mins	6 per hour	6 per hour
London Victoria	45-49mins	6 per hour	5 per hour
Cambridge	2hrs 10mins	2 per hour	2 per hour
Littlehampton	57-69mins	3 per hour	2 per hour
Ore	1hr 22mins	1 per hour	1 per hour
Eastbourne	39-43mins	2 per hour	2 per hour

Source: Trainline – December 2024.

- 3.3.5 There are up to 12 services leaving the Haywards Heath rail station in the peak hours of the day and 10 in the off-peak hours.
- 3.3.6 The station is accessible for future residents on bike, by bus or by car.

SECTION 4 Travel Plan Targets

4.1 Overview

- 4.1.1 Targets are set as measurable goals which the progress of the TP can be assessed against. The best practice guidance recommends that all targets should be classified as 'SMART', that means it can be Specific, Measurable, Achievable, Realistic and Time Bound. Targets should be linked the TP objectives outlined in Section 2.

4.2 Baseline Position and Targets

- 4.2.1 The main target of the TP in line with WSCC guidance³ is to achieve is a reduction 10% in vehicular trips during a 12-hour period weekday period (7am-7pm). **Table 4.1** below shows the daily trip rates⁴ and generation from the site.

Table 4.1 – Estimated Daily Trip Generation - Vehicles

	Daily Trips		
	Arrivals	Departures	Two-way
Trip Rate	2.296	2.340	4.636
Trip Generation (80 Dwellings)	184	187	371
10% reduction	166	168	334

Source: TRICS

- 4.2.2 As shown in the table above, the vehicular trip generation is estimated to generate 371 two-way trips daily and if the target is achieved, there should be at most 334 vehicle two-way trips in the future.
- 4.2.3 It is recognised that the trip generation data extract from TRICS are from a number of sites based on similar locations and similar size, hence this figure is an estimate. The baseline daily trip generation will be updated within a year of occupation of the site, through a survey to capture the actual vehicle trip generation.

³ Assumed rural site location as on edge of Haywards Heath.

⁴ As calculated from the TRICS database with details contained within the Transport Assessment.

SECTION 5 Measures

5.1 Overview

5.1.1 The core of a TP is its package of measures, comprising of a mixture of incentives, actions, information provision and infrastructure improvements which are introduced to support the objectives of the TP and to meet the aims and objectives set out.

5.1.2 This section describes the on and off-site infrastructure measures which that will encourage employees and visitors to travel by sustainable modes, and the 'soft measures' that will be used for the various elements of the Proposed Development.

5.2 Infrastructure

5.2.1 The site infrastructure for encouraging sustainable travel is set out below.

Walking and Cycling

- The creation of a new site access with footway on the western side leading onto the southern side of Lewes Road.
- An uncontrolled pedestrian crossing with dropped kerbs and tactile paving provided across Lewes Road to the north side footway from the proposed site access towards existing public footpath 29CU.

5.2.2 The quantum of cycle parking on the site will be provided having regard to WSCC guidance as below:

- Houses up to 4 rooms – 1 space per unit.
- Houses with 5 or more rooms – 2 spaces per unit.
- Flats up to 3 rooms – 0.5 space per unit (if communal storage).
- Flats with 4 or more rooms – 1 space per unit.

5.2.3 Cycle parking will be detailed as part of a reserved matter planning application following outline planning consent.

Car Parking

- Following the WSCC pre-application advice, the car parking provision on the site would be provided having regard to West Sussex County Council guidance for parking at new developments for Parking Behaviour Zone 3.

Electric Vehicle Charging Infrastructure

- Electric vehicles and related charging points are key to increasing sustainable transport. Therefore, it is recommended that electric vehicle charging points are provided for each home in line with Building Regulations and WSCC guidance.

5.3 Off-Site Improvements

Potential to relocate the existing 30mph / 40mph speed limit change on Lewes Road to the east of the proposed site access road.

- 5.3.1 As set out in the Transport Assessment, the proposed Lewes Road site access and visibility splays are based on existing observed speeds and therefore the proposed access is not dependent on a speed limit change.
- 5.3.2 Notwithstanding the above, through the pre application process WSCC note that there is general support to try and achieve a relocation of the existing 30mph / 40mph speed limit change on Lewes Road to the east of the proposed site access road. Miller Homes recognises the wider public benefits of relocating the speed limit change and are content to make an appropriate financial contribution for such provision secured in any S106 Agreement.

Pedestrian crossings with tactile paving and alternative footway route along A272 Lewes Road from Site towards Beech Hill (avoiding PROW)

- 5.3.3 As set out in the Transport Assessment, the following off-site improvements are proposed, these are presented on **Figure 5.1**:
- Removal of existing layby along Lewes Road A272 (near junction of Snowdrop Lane) with footway construction.
 - An uncontrolled crossing across Orchid Park with dropped kerbs and tactile paving linking existing Footpath CU29.
 - An uncontrolled crossing across Orchid Park with dropped kerbs and tactile paving for pedestrians onto Charlesworth Park.

- Adding tactile paving to the existing crossing at the Marlow Drive/Charlesworth Park junction.
- Adding tactile paving to the existing crossing at the Beech Hill/Marlow Drive junction.
- An uncontrolled crossing with dropped kerbs and tactile paving for pedestrians routing between Marlow Drive and Catkin Way.
- An uncontrolled crossing with dropped kerbs and tactile paving for pedestrians routing between Marlow Drive and Views Path.
- Adding tactile paving to the existing crossing at the Northlands Avenue/Larch Way junction.
- Adding tactile paving to the existing crossing at the Beech Hill/Aspen Close junction.
- An uncontrolled crossing with dropped kerbs and tactile paving for pedestrians across Rowan Close for pedestrians routing between Aspen Walk and Northlands Avenue.
- An uncontrolled crossing with dropped kerbs and tactile paving across Lewes Road at the Birch Close junction.

5.4 **Soft Measures**

- 5.4.1 The following paragraphs describe the non-infrastructure or 'soft' Travel Plan measures which can support the stated objectives.

Walking Measures

- 5.4.2 Walking is the most sustainable method of travel, has a number of proven health benefits, and is an important source of personal freedom. It potentially has an important role to play in journeys to work, particularly for those living within two kilometres of their workplace. Walking is free and offers a predictable journey time. Furthermore, it does not cause negative impacts in the same manner as vehicular travel (e.g. emissions, pollutants, severance etc.).

- 5.4.3 As such, walking will be encouraged, supported, and facilitated through the following measures:

- Provision of information about walking routes between the site and key local destinations on a dedicated TP website for residents to view.
- Development of walking route maps identifying routes between the site and transport hubs, local services and amenities, including walking times, calories burned, and carbon saved compared to driving. These can be delivered door to door, made available on the dedicated website or provided within information packs at property occupation.

Cycling Measures

5.4.4 Cycling offers reliable journey times and is environmentally friendly. It will be encouraged, supported, and facilitated through the following measures:

- Promote local cycling clubs and cycle training providers.
- Form a Bicycle User Group (BUG) for residents. A BUG is a good way for less experienced cyclists or those who are not confident in their route to gain experience by cycling with a more experienced cyclist as well as removing safety concerns of individual cyclists who travel alone.
- Promote the health, fitness and time saving benefits of cycling, through specific events such as National Bike Week.

Public Transport

5.4.5 Increased use of public transport is important to reducing car dependency. Travel by public transport modes will be encouraged, supported, and facilitated through the following measures:

- Reviewing and updating the provision of public transport information on a dedicated TP website and/or door to door leaflet drops.
- Maintaining regular contact with bus and train operators to ensure that the site management team and residents are kept up to date on service improvements.

Car Sharing

5.4.6 Car sharing will be promoted amongst new residents of the development, particularly in relation to journeys to work. Not only does car sharing cut the costs of travel to work for the individual, but it reduces the number of residents making similar journeys at the same time, thereby reducing the peak hour congestion on routes between the site and local employment areas. This in turn helps to reduce vehicle emissions, contributing to meeting local air quality targets.

5.4.7 Residents will be provided with information about car sharing via the LiftShare car share website (www.liftshare.com/uk/community/westsussexcarshare) and the benefits of the car share scheme and how to register will be included in the Welcome Pack. This provides an easy and safe way for potential car sharers to identify people undertaking similar journeys.

Residents' Travel Information Pack

5.4.8 A travel information pack will be prepared and distributed to the first occupier of each household. An electronic copy will also be made available on the development website. The travel information pack will contain information including:

- Contact details for the Travel Plan Co-ordinator (TPC).
- A map of the local area which highlights the local facilities including but not limited, shops, hospitals and bus stops and railway station.
- Information on the health benefits of walking and cycling.
- Information about how to access the key facilities by walking, cycling and bus and the financial benefits of it.
- Information of the destinations served by the local railway stations and the financial benefit of using rail over car as well as their timetables.
- Details about home delivery services and the benefits associated with them.
- Information about local bike shops.
- Information about car sharing through the West Sussex car share area of the Lift Share website.
- Details regarding the provision of broadband to enable easy access to local home delivery services and home working.
- Details on how to apply for a sustainable travel voucher (one per each dwelling/new occupier).

Incentives – Travel Voucher

- 5.4.9 New residents will be able to apply for a sustainable travel voucher for either cycling equipment, towards a bicycle or towards bus/rail tickets. Details for residents to apply for the voucher will be contained within the Welcome Travel Information Pack for each household. The Pack will contain contact details of the TPC for residents to obtain the voucher. This type of voucher is recommended as it allows a flexible approach for different travel modes.

Personalised Travel Planning

- 5.4.10 The TPC will be on-hand to assist new residents in travel planning. There will be the option to have personalised travel planning for each household through pre-arranged appointments.

SECTION 7 Monitoring and Review

7.1 The TPC will monitor the implementation of the Travel Plan by ensuring that the measures are implemented and that the surveys are undertaken and reviewed against the targets and progress. A five-year programme for monitoring and review is set out below.

7.2 Monitoring

7.2.1 An initial baseline travel survey will be carried out within six months following the 75% occupancy of the development.

7.2.2 The travel survey will be organised by the TPC and will capture the travel modes of the residents across a typical weekday and include different journey purposes via a questionnaire survey. Data from the survey will be used to identify the proportion of travel by residents of the development that is undertaken as a single occupancy car journey.

7.2.3 Follow-up residents travel surveys will be undertaken on or around the first, third and fifth anniversary of the initial survey.

7.3 Reporting and Review

7.3.1 On receipt of the survey results the TPC will prepare a monitoring report. This will compare travel survey data with targets and, if necessary, will identify new targets and measures to ensure on-going success of the TP. The monitoring reports will be provided to WSCC on request.

7.3.2 To note, a key period of review shall be following the baseline travel survey as this will indicate the likely travel patterns of the development.

7.3.3 Residents will also be informed of the survey results via newsletters and on the dedicated website.

7.4 Enforcement

7.4.1 Should the Travel Plan targets not be met by the end of the monitoring period outlined above, the Applicant will use reasonable endeavours to work with MSDC and WSCC to identify a strategy and to agree further reasonable actions to achieve success.

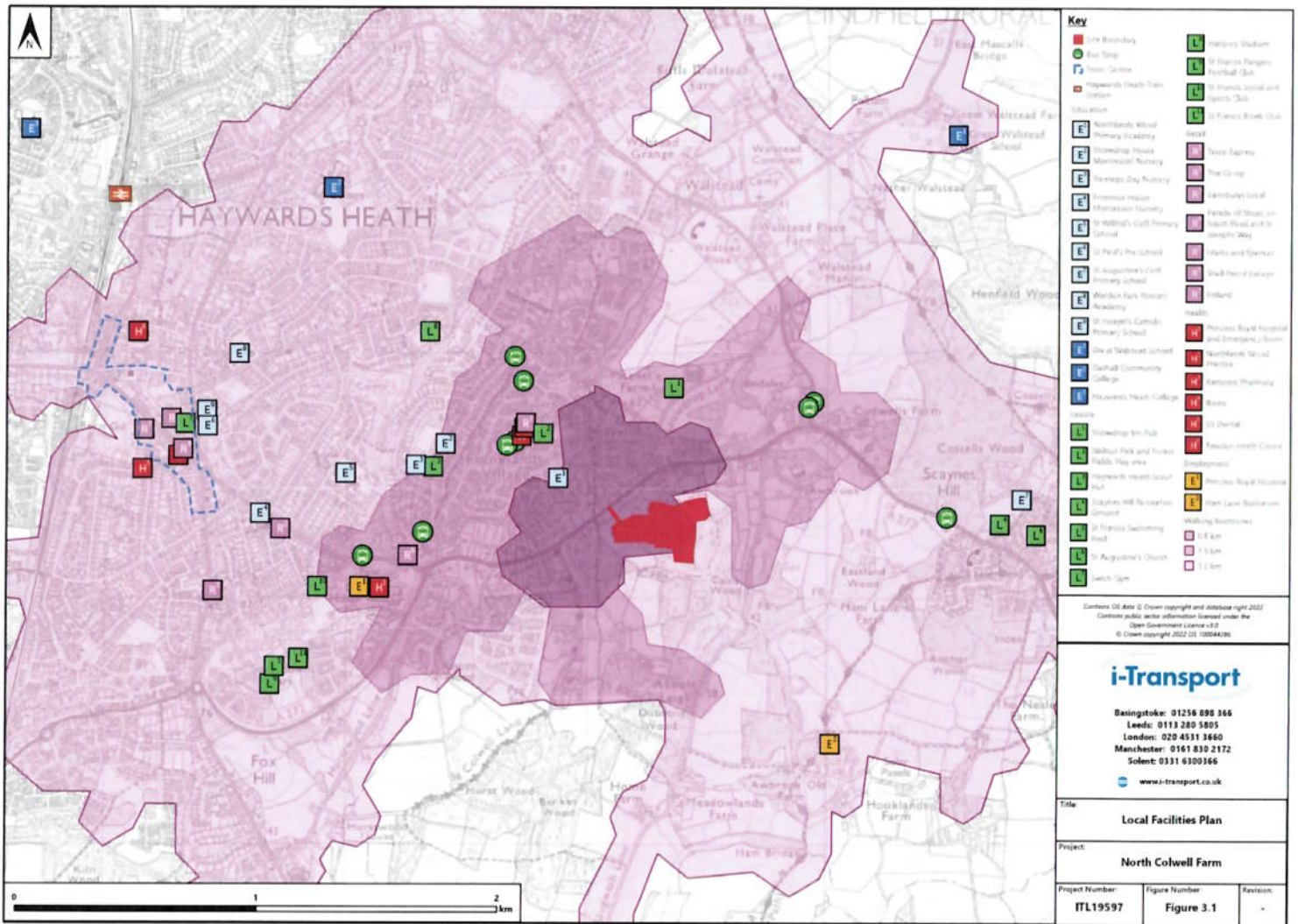
SECTION 8 Action Plan

8.1.1 An Action Plan is presented in **Table 8.1** which provides a programme for delivering the measures set out in the previous sections. This is indicative at this stage and will be refined once a TPC is appointed.

Table 8.1 – Action Plan of Measures

Measures	Summary of Measures	Responsibility	Timescale
Management	Appointment of Travel Plan Co-ordinator	Applicant	Three months prior to first occupation
Infrastructure Measures	Install cycle parking and associated facilities	Applicant	As plots/units are built out
	Site layout infrastructure, including footways, signage and car parking spaces	Applicant	As plots/units are built out
	Provision of Electric Car Charging Points	Applicant	Prior to occupation
	Provision of broadband in homes	Applicant	Prior to occupation
Establish Baseline	Baseline survey of site	TPC	Within 6 months following 75 th occupation
	Update Travel Plan following baseline surveys and seek agreement with WSCC	TPC	Within 3 month of receipt of survey results
Travel Plan Promotion Measures	Prepare and provide Residents Travel Information Pack	TPC	Prior to occupation and update as appropriate
	Walking and Cycling maps	TPC	Prior to baseline survey and update as appropriate
	Prepare dedicated webpage that references Travel Plan and includes relevant travel information	TPC	Within 3 months of first occupation and update as required
	Personalised TP sessions	TPC	Ongoing, as requested
	Promote car sharing scheme	TPC	Ongoing
	Provide sustainable travel vouchers	Applicant/TPC	Redeemable upon application
Monitoring and Reviewing	Undertake future monitoring surveys including travel questionnaire	TPC	1, 3 and 5 years after first survey
	Prepare a monitoring report and review the Travel Plan in light of survey results	TPC	Within 3 months of receipt of survey results
	Report the results of the surveys and the review of the Travel Plan to WSCC as appropriate	TPC	Within 3 months of receipt of surveys results
	Review Travel Plan targets	TPC	Within 3 months of receipt of surveys results

FIGURES



APPENDIX A. Indicative Site Layout



CLIENT
PROJECT TITLE
PROJECT NO.
DRAWING TITLE
DRAWING NO.
SCALE

MILLER HOMES
LAND AT NORTH COWELL FARM, HAYWARDS HEATH
02 28
ILLUSTRATIVE MASTERPLAN
02 2801/02
1:500 @ A0





APPENDIX 2
DRAFT NOMINATIONS AGREEMENT

DATED

202[]

[] (1)

and

MID SUSSEX DISTRICT COUNCIL (2)

NOMINATION AGREEMENT

Relating to land known as []

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

[Ref]

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THIS NOMINATION AGREEMENT is made the _____ day of _____, 202[]

BETWEEN

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

1 BACKGROUND

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

AGREED TERMS

2 INTERPRETATIONS

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

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

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

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

Affordable Rent means rented housing let to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are

calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND [in any event and in all cases] the rent levels shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Affordable Rented" shall be construed accordingly;

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

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

Chargee means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver;

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

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

Data Protection Legislation has the meaning set out in clause 23.1;

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

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

Homes England means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;

Initial Let means the first letting of each newly constructed and previously unoccupied Rented Unit;

Local Connection Criteria means the criteria set out in para 16

Local Housing Allowance means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it;

Management Transfer means a transfer of an existing tenant by the Registered Provider previously agreed by the District Council in writing in circumstances where the District Council is satisfied that the tenant needs or is required to move to a different area due to exceptional circumstances requiring immediate or urgent resolution;

Nominee means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council including any Choice Based Letting Scheme;

Nomination Notice means notice given by the District Council to the Registered Provider nominating a Nominee to a relevant Affordable Housing Unit;

Nomination Request means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit (or part thereof);

Other Eligible Person means a person selected by the Registered Provider in accordance with this Agreement and who is in need of Affordable Housing;

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

Plan means the plan annexed at Schedule 2;

Planning Permission means the planning permission granted by the District Council dated [] under reference [];

Property means the [freehold] OR [leasehold] land known as [] being registered at the Land Registry under title number(s) [] and shown for the purposes of identification only edged [] on the Plan OR means the land known as [] and shown for the more particularly delineated and edged [] on the Plan;

Processing has the meaning as set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

Rentcharge means an annual charge imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the District Council and **Rentcharges** shall be construed accordingly;

Protected Occupier means a person who is occupying an Affordable Housing Unit and is a Nominee or Other Eligible Person who:-

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision from the time being in force in respect of a particular Affordable Housing Unit;

Rented Units means any Affordable Housing Units which are to be let at Affordable Rent or Social Rent as identified in the Schedule 1 [and coloured in [] on the Plan] which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement pursuant to a Tenancy and "Rented Unit" is any of the Rented Units;

Responsible Officer for Housing means the Assistant Chief Executive or such person as the District Council may nominate in her place from time to time.

Section 106 Agreement means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) dated [] and made between (1) the District Council (in its capacity as local planning authority) and [] (2) relating to the development of the Property pursuant to the Planning Permission or any modification or variation thereof.

Sensitive Lets means Rented Units which:-

- (i) are adapted for use or occupation by certain users or occupiers; or
- (ii) have been deemed sensitive lets in order to assist in rectifying problems on a development where there are management difficulties or the homes have become difficult to let, in accordance with the Allocation Scheme,

AND agreed to be such by the District Council and the Registered Provider in accordance with clause 5;

Social Rent means rented housing for which guideline target rents (including service charges and Rentcharges where applicable) are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with the District Council or with Homes England AND [in all cases] the rent levels (including service charges and Rentcharges where applicable) shall not at any time exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and "Social Rented" shall be construed accordingly;

Tenancy means an assured tenancy or assured shorthold tenancy of a Rented Unit drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider and "Tenancies" shall be construed accordingly;

Tenancy Strategy means the strategy adopted by the District Council from time to time setting out its high level objectives to which providers of Affordable Housing within its area should have regard as required under the Localism Act 2011;

Void Rented Unit means an existing Rented Unit which is vacant as a result of its previous tenant or occupier vacating and "Void" shall be construed accordingly;

Working Day means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday;

- 2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .
- 2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

3 NOMINATION RIGHTS

- 3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as set out in this Agreement.
- 3.2 The Registered Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

4 RENTED UNITS

- 4.1 From the date hereof the Registered Provider grants the District Council the right to nominate 100% of the occupiers of the Rented Units upon the terms contained in this clause 4.

Initial Let Rented Units

- 4.2 In the case of all Initial Let Rented Units :-

- 4.2.1 The Registered Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Let Rented Unit will be ready for occupation.
- 4.2.2 The Registered Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Let Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme on the basis of the Local Connection Criteria.
- 4.2.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.2.4 Upon receipt of the Nomination Notice the Registered Provider will (subject to clause 7) offer the Nominee identified in the Nomination Notice a Tenancy of the Initial Let Rented Unit subject to the Local Connection Criteria having been met.
- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.2.4 either:-
- (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted
- then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.2.4 to 4.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

Void Rented Units

- 4.3 In the case of all Rented Units which have become Void after the Initial Let or the Registered Provider has reasonable cause to believe they will become Void (to include Sensitive Lets):-
- 4.3.1 The Registered Provider shall give the District Council not less than fifteen (15) Working Days prior written notice of the date when it reasonably believes a Void Rented Unit will be ready for occupation.

- 4.3.2 The Registered Provider shall serve on the District Council a Nomination Request not less than five (5) Working Days prior to such Void Rented Unit becoming available for occupation. A Nomination Request shall be deemed to have been served if a Rented Unit is advertised as available to let through the Choice Based Letting Scheme.
- 4.3.3 Within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the District Council or its agents shall be entitled to give a Nomination Notice.
- 4.3.4 Upon receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy of the Void Rented Unit.
- 4.3.5 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request (or within five (5) Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person.
- 4.3.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.3 to whom the Registered Provider offers a Tenancy pursuant to clause 4.3.4 either:-
- (a) does not accept that offer within five (5) Working Days of the offer being made; or
 - (b) thereafter fails to enter into a Tenancy within a reasonable time of the offer being accepted
- then the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within five (5) Working Days (or within five (5) Working Days if the Choice Based Letting Scheme is applicable) of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.3.4 to 4.3.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

5 SENSITIVE LETS

- 5.1 If the Registered Provider at any time reasonably requires a Void Rented Unit to be a Sensitive Let then it shall notify the District Council in writing providing detailed reasons and justification for this requirement.
- 5.2 Within five (5) Working Days of receipt of written notice pursuant to clause 5.1 the District Council shall (acting reasonably) notify the Registered Provider in writing whether it agrees that the letting of the Void Rented Unit in this instance is a Sensitive Let and whether it will be a Sensitive Let indefinitely or for this letting only PROVIDED THAT the District Council shall have absolute discretion to determine at any stage that the relevant Void Rented Unit should no longer be a Sensitive Let.
- 5.3 Should the Void Rented Unit be deemed a Sensitive Let in accordance with this clause, the provisions of the Allocation Scheme in relation to Sensitive Lets will be applied.

- 5.4 Should the District Council fail to respond to the Registered Provider in accordance with clause 5.2 then the Void Rented Unit shall be deemed to be a Sensitive Let.

6 RELEASE OF NOMINATION RIGHTS ON RENTED UNITS

- 6.1 The District Council may consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit for:-
- 6.1.1 a temporary decant of a Rented Unit after which the tenant occupier will be returning to that Rented Unit;
 - 6.1.2 a Management Transfer
- 6.2 The District Council shall consent to a release of its nomination rights under clause 4 (such consent not to be unreasonably withheld or delayed) in relation to a specific Tenancy of a Rented Unit in the following circumstances:-
- 6.2.1 a mutual exchange; or
 - 6.2.2 a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy
- PROVIDED ALWAYS that any such release under clause 6.1 and 6.2 will not affect the District Council's future nomination rights under clause 4.

7 REJECTION OF NOMINEES

- 7.1 The Registered Provider may reject a Nomination Notice given by the District Council in respect of an Affordable Housing Unit pursuant to clause 4 on the following (and no other) grounds:-
- 7.1.1 the Affordable Housing Unit does not meet the household's need in terms of size or accessibility;
 - 7.1.2 the Registered Provider considers that the Nominee is not a qualifying person as defined by the Allocation Scheme;
 - 7.1.3 the Nominee is not considered suitable for a Sensitive Let in accordance with clause 5;
 - 7.1.4 the Registered Provider can refuse a nomination provided the Registered Provider and the District Council are satisfied that the property is unaffordable for the nominated household and the Registered Provider can demonstrate that it is not affordable and all reasonable steps have been taken to accurately check affordability;
- 7.2 The Registered Provider may in exceptional circumstances reject a Nominee where the Registered Provider (acting reasonably) considers that the Nominee fails the criteria set out in its own internal policies and procedures for letting Rented Units and shall provide the reasons for refusal in writing to the District Council

PROVIDED THAT where such a rejection is made pursuant to clause 7.1 or 7.2 the District Council shall be entitled to serve another Nomination Notice in respect of the Affordable Housing Unit in accordance with clause 4 by way of replacement

8 CHOICE BASED LETTING SCHEME

In the case of Rented Units the Registered Provider will comply fully at all times with the Choice Based Letting Scheme (where applicable).

9 ALLOCATION SCHEME

The Allocation Scheme shall apply to all nominations made by the District Council pursuant to this Agreement and shall take precedence over any other letting or allocation scheme, marketing strategy or other procedure or policy adopted by the Registered Provider.

10 TENANCY TERMS AND LETTINGS POLICY

10.1 In respect of all Tenancies of Rented Units offered or granted to Nominees and Other Eligible Persons pursuant to clause 4 the Registered Provider shall:-

10.1.1 ensure its tenure term and terms are reasonably appropriate to the relevant Nominee or Other Eligible Person; and

10.1.2 have reasonable regard to and reasonably reflect the Tenancy Strategy

10.2 The Registered Provider shall upon the date of this Agreement provide the District Council with copies of its current:-

10.2.1 tenancy policy;

10.2.2 lettings/allocations policy; and

10.2.3 associated policies and documents adopted or followed by the Registered Provider

and provide to the District Council any revisions of the above from time to time promptly following their issue or adoption.

11 SUPPLY OF INFORMATION AND MONITORING MEETINGS

11.1 The Registered Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to:-

11.1.1 waiting lists, allocation criteria, vacancies, allocations and (where applicable) rent levels and any policy relating to rent in advance payments;

11.1.2 any proposed or actual sales pursuant to any statutory or contractual right to buy (whether under Part 1 of the Housing Act 1996 or otherwise);

11.1.3 Sensitive Lets and any proposed or completed works or adaptations which may lead to a Sensitive Let; and

11.1.4 such other information that the District Council may reasonably require in order to enable it to ensure that the Registered Provider is at all times complying with the provisions of this Agreement

11.2 Upon reasonable written notice from the District Council the Registered Provider will attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement. and in particular the Registered Provider shall ensure that:-

11.2.1 any information requested by the District Council pursuant to clause 11.1 shall be provided to it not less than five (5) Working Days prior to any such meeting; and

- 11.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Registered Provider is in material breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Registered Provider requesting such meeting)

12 MANAGEMENT AND MAINTENANCE

The Registered Provider shall ensure or procure that following practical completion of the Affordable Housing Units they are at all times properly managed and maintained and that the Registered Provider (in its capacity as landlord of the Affordable Housing Units) complies at all times with all its statutory and contractual obligations to the tenants, leaseholders and occupiers of the same.

13 FINANCIAL CONSTRAINTS ON RENTED UNITS

13.1 In relation to the Rented Units the Registered Provider shall:-

- 13.1.1 be responsible for providing (or procuring the provision of) all services required to be provided under each Tenancy; and
- 13.1.2 not require:-
 - (a) any form of tenancy deposit (meaning any money intended to be held by the landlord under the Tenancy or otherwise as security for the performance of any obligations of the tenant or the discharge of any liability of his/hers arising under or in connection with the Tenancy);
 - (b) a charge for credit reference checks; or
 - (c) any form of guarantee or bond from any third party guarantor unless the tenant is under the age of 18
- 13.1.3 be entitled to levy rent in advance but such a levy shall not be applied in such a way that excludes eligible households that meet the definition of Affordable Housing. Where such exclusion occurs, based on the households income and expenditure, the Registered Provider will make arrangements with the Nominee to levy the rent in advance in instalments over a reasonable period of time.
- 13.1.4 ensure compliance at all times with the requirements for rents and service charges published by Homes England and/or contained in statute or other guidance affecting the Rented Units from time to time.

14 LOCAL CONNECTION

14.1 To contribute to the sustainability of communities, specific local connection criteria are applied to the first letting or sale as outlined below:

- 14.1.1 The Applicant or joint applicant:

a) resides in [TOWN NAME] ("the town") as their only or principal home and had done so for the previous 2 years; or

b) has resided in the town as their only or principal home for a period of at least 3 years in aggregate out of the preceding 5 years; or

c) is in paid employment in the town (working 16 hours or more a week) and has been for the previous 2 years; or

d) has close relatives who reside in the town as their only or principal home and have done so for at least the previous 5 years, or the previous 2 years if the Applicant is aged 65 or over. Close relatives will normally only cover parents, adult children or brothers or sisters, including corresponding step relationships. Grandparents, grandchildren, aunts or uncles and non-adult children will normally be included only where the District Council considers that it is necessary for the applicant to be accommodated within the town in order to provide or receive medical or social support to/from the relative.

14.2 In the event that no suitable Applicant has bid or been put forward via a Nomination Request for a home in the town using the above Local Connection criteria, then bids from other Applicants on the register or those on the Nomination Request will be considered in the same way as if they had a Local Connection with the town in which the new housing development is situated.

14.3 Where a new home is a wheelchair accessible unit priority will be determined by need rather than local connection, but priority will still be given to bids from suitable local applicants who have a specific mobility need for these homes and who have the relevant Local Connection with the new development.

15 DISPOSAL RESTRICTIONS

15.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.

15.2 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider has ensured compliance at all times with the terms of this Agreement.

15.3 The Registered Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Registered Provider shall first procure that the disponent (being a provider of Affordable Housing registered with Homes England and first approved in writing by the Responsible Officer for Housing) shall have entered into a nomination agreement with the District Council which shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

16 LAND REGISTRY RESTRICTION

16.1 *[Clauses 16.1 and 16.2 are for use where the Land has not yet been transferred to the RP:]*

The Registered Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [] of the Section 106 Agreement].

16.2 [The Registered Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].

16.3 Immediately following the completion of [this Agreement] OR [registration referred to at clause 16.2 above] the Registered Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of Mid Sussex District Council of "Oaklands", Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of clause 155 of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition." (Land Registry Form L).

16.4 The Registered Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in clause 16.3.

16.5 Any certificates requested by the Registered Provider pursuant to the restriction referred to in clause 16.3 must be made in writing to the District Council accompanied by the following information:-

- 16.5.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);
- 16.5.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;
- 16.5.3 official copies of the Land Registry title(s) of the Registered Providers' interest (if not the same as in clause 16.3);
- 16.5.4 a written description of the dealing for which the Registered Provider is requesting certificate;
- 16.5.5 the name of the proposed disponee;
- 16.5.6 the anticipated completion date of the proposed disposal; and
- 16.5.7 a copy of any plan to be used with such disposal

16.6 The District Council will deal with all requests for certificates received from the Registered Provider in accordance with clause 16.3 within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

17 DISTRICT COUNCIL'S POWERS AND LIABILITIES

17.1 Nothing contained in or implied by this Agreement shall:-

- 17.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a District Council, local planning authority or otherwise nor shall any

consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and

- 17.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

18 MORTGAGEE PROTECTION

- 18.1 The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT:-

- 18.1.1 in the event of any Chargee disposing of the Affordable Housing Units (or any one or more of them) pursuant to any default under the terms of its mortgage or charge the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [

] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and

- 18.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

19 DISPUTE RESOLUTION

- 19.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [] of the Registered Provider and the Responsible Officer for Housing (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute
- 19.2 If the matter cannot be resolved as provided for in clause 19.1 then it shall be referred to the respective Chief Executive Officers of the Registered Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.

- 19.3 If the matter cannot be resolved as provided for in clause 19.2 then either person referred to in clause 19.2 may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 19.4 The parties agree that the decision of the person named in clause 19.3 shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

20 NOTICES

- 20.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:-

20.1.1 For the District Council: The Responsible Officer for Housing at the address of the District Council given herein

20.1.2 For the Registered Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]

or to such other person or address as one party shall notify to the other in writing from time to time

- 20.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:-

20.2.1 by first class post deemed served two (2) Working Days after posting;

20.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

20.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and

23.2.5 by e-mail to a party who confirms they will accept service by electronic mean other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

21 COSTS

The Registered Provider shall pay to the District Council on or before the Date of this Agreement the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Agreement.

22 NO FETTER OF DISCRETION

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

23 DATA PROTECTION

- 23.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;
- 23.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.
- 23.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Agreement:
- 23.3.1 adhere to all applicable provisions of the Data Protection Legislation;
 - 23.3.2 comply with any notification requirements under the Data Protection Legislation; and
 - 23.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 23.4 Notwithstanding the general obligation in clause 23.3, in respect of the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.
- 23.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 23.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 23.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this clause 23.7.
- 23.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

24 GOVERNING LAW

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

In witness whereof the parties hereto have duly executed this Agreement as a Deed on the day and the year first before written

SCHEDULE 1 - AFFORDABLE HOUSING UNITS

Plot	Postal No.	Street	Town	Postcode	Description	Tenure

SCHEDULE 2 - PLAN

[Insert appropriate attestation for RP]

[Execution clause: execution by a society of contracts or deeds using a common seal]

Executed as a deed by affixing the common seal of

[NAME OF SOCIETY]

in the presence of:-

[COMMON SEAL]

.....
[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR]

[Committee member OR Director]

.....
[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR/SECRETARY]

[Committee member OR Director OR Secretary]

[Execution clause: execution by a society of contracts and deeds without a common seal]

Executed as a deed by **[NAME OF SOCIETY]**

acting by **[NAME OF FIRST DIRECTOR/COMMITTEE MEMBER]**,

a **[director OR member of its Committee]** and

[NAME OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY],

[a director OR member of its Committee OR its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR/COMMITTEE MEMBER]

[Director OR Committee member]

.....
[SIGNATURE OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]

[Director OR Committee member OR Secretary]

The **COMMON SEAL** of

MID SUSSEX DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Authorised Officer

Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-



Authorised Officer

[Redacted signature]

Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-



Authorised Officer

[Redacted signature]
SALLY RAYMOND

Executed as a Deed by
MILLER HOMES LIMITED
acting by An Attorney/ Director
In the presence of:

[Redacted signature]

Signed by witness: [Redacted signature]

Name: [Redacted signature]

Address: [Redacted signature]

[Redacted signature]

Occupation:

P. A.

Executed as a Deed by
MICHAEL CHARLES JENSEN

[Redacted Signature]

In the presence of:

Signed by witness: [Redacted]

Name: [Redacted]

Address: [Redacted]

[Redacted Address Line] *Handwritten signature*

Occupation: *Retired*

Executed as a Deed by
CHRISTOPHER GRANT PETERKIN

[Redacted Signature]

In the presence of:

Signed by witness: [Redacted]

Name: [Redacted]

Address: [Redacted]

[Redacted Address Line] *PJ*

Occupation: *Carpenter*

Executed as a Deed by
MICHAEL HUGH GRANT PETERKIN

[Signature]
[Redacted]

In the presence of:

Signed by witness: *[Signature]*
[Redacted]

Name: [Redacted]

Address: [Redacted]
Thatched Essex
[Redacted]

[Redacted]

Occupation: *Mechanic*

Executed as a Deed by
CHARLES ROBERT GRANT PETERKIN

[Signature]
[Redacted]

In the presence of:

Signed by witness: *[Signature]*
[Redacted]

Name: [Redacted]

Address: [Redacted]
[Redacted]

Builder
[Redacted]

Occupation: *BUILDER*

Executed as a Deed by
GARETH WILLIAM DAVIES

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

INSURANCE UNDERWRITER

Executed as a Deed by
BARBARA ELIZABETH DAVIES

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

INSURANCE UNDERWRITER