dated 28th January 2021

Adur District Council
and
West Sussex County Council
and
Hyde New Build Limited
and
Easistore Holdings Limited
and
Lloyds Bank PLC

Section 106 Agreement

in relation to a development of Kingston Wharf Brighton Road Shoreham-By-Sea West Sussex

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Contents

1	Definitions and Interpretation	2
2	Legal basis	4
3	Conditionality	4
4	The Owners' covenants	4
5	The Council's covenants	5
6	The County Council's covenants	5
7	Miscellaneous	5
8	The Mortgagee and the First Owner	6
9	Future Mortgagees	7
10	Waiver	7
11	Change in ownership	7
12	Index linked	7
13	Interest	8
14	VAT	8
15	Dispute provisions	8
16	Jurisdiction	8
17	Delivery	8
18	Planning consents granted pursuant to S73 of the Act	8
19	Counterparts	9
Schedule 1 - Affordable Housing		10
Schedule 2 - Other Covenants with the Council		14
Schedule 3 - Covenants with the County Council		26
Schedule 4 - Car Club and Travel Plan		32
Schedule 5 - Notices		34
Schedule 6 - Commercial Floorspace		36
Schedule 7 - The Council and County Council Covenants		37
Appendix 1 - Plan		40
Appendix 2 - Footpath Plan		41
Appendix 3 - Draft Nominations Agreement		42
Appendix 4 - Flexible Floorspace		43
Appendix 5 - 2020 Transfer Plan		44

Agreement

dated 28th January **2021**

Parties

(1) **Adur District Council** of Adur Town Hall, Chapel Road, Worthing, West Sussex BN11 6PR (the **Council**);

(2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex P019 1RH (the **County Council**);

(3) **Hyde New Build Limited** (company registration number 07250525) whose registered office is at 30 Park Street, London SE1 9EQ (the **First Owner**);

(4) **Easistore Holdings Limited** (company registration number 09957780) of Enterprise Housing, 7 The Industrial Estate, Enterprise Way, Edenbridge TN8 6HF (the **Second Owner**); and

(5) **Lloyds Bank PLC** (company registration number 2065) of Mid Market Securities, 5th Floor, 110 St Vincent Street, Glasgow G2 5ER (the **Mortgagee**).

Introduction

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

(B) The County Council is the local highway authority the county planning authority and the education authority for the area in which the Site is situated.

(C) The First Owner is the freehold owner of part of the Site registered at HM Land Registry under title numbers WSX17737 and WSX338018 other than the parts transferred to the Second Owner by the First Owner pursuant to the 2020 Transfer.

(D) The Second Owner is the freehold owner of part of the Site registered at HM Land Registry under title numbers WSX416550 and WSX411034 and the land transferred by the 2020 Transfer.

(E) The Mortgagee has the benefit of a registered charge dated 12 July 2019 against the Second Owner's interest in the part of the Second Owner's Land registered at HM Land Registry under title numbers WSX416550 and WSX411034.

(F) The First Owner also has the benefit of a registered charge dated 12 July 2019 against the Second Owner's interest in the part of the Second Owner's Land registered at HM Land Registry under title numbers WSX416550 and WSX411034.

(G) The First Owner has submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

(H) The Council resolved on 6 July 2020 to grant the Planning Permission subject to the prior completion of this Agreement.

Agreed terms

1 **Definitions and Interpretation**

1.1 **Definitions**

For the purposes of this Agreement the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

2020 Transfer means a transfer dated 25 November 2020 of the land as shown coloured red on the 2020 Transfer Plan from the First Owner to the Second Owner;

2020 Transfer Plan means the plans attached at Appendix 5 of this Agreement;

Act means the Town and Country Planning Act 1990;

All-In Tender Price Index means the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;

Application means the application for outline planning permission submitted to the Council for the Development and allocated reference number AWDM/0204/20;

Commencement of Development means the date on which the first material operation (as defined in section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, replacement of the river wall and retaining wall, excavation and levelling works, piling for river moorings, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **Commence** and **Commence Development** shall be construed accordingly;

Commercial Floorspace means the commercial areas to be constructed on the Second Owner's Land pursuant to the Planning Permission;

Development means the mixed-use redevelopment comprised of three blocks of residential dwellings (4 to 8 storeys) and mixed-use business centre (office, storage and cafe uses) - incorporating riverside walk, landscaping and ancillary car and cycle parking as set out in the Application;

Dwelling means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;

First Owner's Land means that part of the Site edged and shaded green on the Plan;

Index Linked means index linked in accordance with the provisions of clause 12 and **Indexed** shall be construed accordingly;

Interest means interest at 4% above the base lending rate of the Bank of England applicable at the actual date of payment;

Occupy means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** shall be construed accordingly;

Owners means the First Owner and the Second Owner;

Plan means the plan of the Site attached to this Agreement at Appendix 1;

Planning Permission means the planning permission subject to conditions to be granted by the Council pursuant to the Application;

Practical Completion means depending on the context of the Agreement the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued by the Owner's architect or other suitably qualified professional and **Practically Complete** and **Practically Completed** shall be construed accordingly;

Second Owner's Land means that part of the Site edged and shaded red on the Plan and the land coloured red on the 2020 Transfer Plan;

Site means the First Owner's Land and Second Owner's Land as indicatively shown on the Plan and currently registered at HM Land Registry under title numbers WSX17737 and WSX338018 and WSX416550 and WSX411034;

Specified Date means the date on which any payment under this Agreement becomes due;

Schedules means Schedules 1 to 7 contained in this Agreement; and

Working Days means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and **Working Day** shall be construed accordingly.

1.2 **Interpretation**

1.2.1 Where in this Agreement 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 Agreement.

1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.2.3 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.

1.2.4 Subject to clause 4.3, wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

1.2.5 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.

1.2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

1.2.7 The headings and contents list are for reference only and shall not affect construction.

1.2.8 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.

1.2.9 References in this Agreement to **development** shall have the meaning given to it by section 55 of the Act.

2 Legal basis

2.1 This Agreement is made pursuant to section 106 of the Act and to the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council in respect of the Site.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.

2.3 The Owners enter into the obligations (for themselves and their successors in title and persons deriving title from the Owners) with the Council and the County Council with the intent that subject always to clause 4.3 of this Agreement the obligations contained in this Agreement shall be enforceable not only against the Owners but also against their respective successors in title and any person claiming through or under the respective Owners an interest or estate in the Site or any part thereof.

3 Conditionality

This Agreement shall come into immediate effect save for the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development.

4 The Owners' covenants

4.1 The First Owner covenants:

4.1.1 with the Council in respect of the First Owner's covenants as set out in Schedules 1, 2 and 5; and

4.1.2 with the County Council in respect of the First Owner's covenants as set out in Schedules 3, 4 and 5.

4.2 The Second Owner covenants:

4.2.1 with the Council in respect of the Second Owner's covenants as set out in Schedules 2, 5 and 6; and

4.2.2 with the County Council in respect of the Second Owner's covenants as set out in Schedules 3, 4 and 5.

4.3 For the avoidance of doubt and notwithstanding clause 1.2.4, wherever a planning obligation is expressed as being given:

4.3.1 by the First Owner only, then that obligation shall not bind the Second Owner's Land and shall not be enforceable by the Council or the County Council (as the case may be) against the Second Owner or the Second Owner's successors in title (including for the avoidance of doubt any mortgagee that takes possession of the Second Owner's Land or any part thereof);

4.3.2 by the Second Owner only, then that obligation shall not bind the First Owner's Land and shall not be enforceable by the Council or the County Council (as the case may be) against the First Owner or the First Owner's successors in title (including for the avoidance of doubt any mortgagee that takes possession of the First Owner's Land or any part thereof).

5 **The Council's covenants**

The Council covenants with the Owners as set out in Schedule 7.

6 **The County Council's covenants**

The County Council covenants with the Owners as set out in Schedule 7.

7 **Miscellaneous**

7.1 The Owners shall pay to the Council and County Council on completion of this Agreement the reasonable legal costs of the Council and County Council incurred in the negotiation, preparation and execution of this Agreement in respect of the Council's costs and the County Council's costs.

7.2 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto.

7.3 This Agreement shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or County Council under the terms of this Agreement 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.

7.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at either Owners request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7.6 Insofar as any clause or clauses of this Agreement 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 Agreement.

7.7 This Agreement 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 or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site (or where they have parted with only part thereof, any breaches in respect of that part in which they no longer have an interest) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Agreement shall not be enforceable against owner-occupiers (and their respective mortgagees) or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

7.10 This Agreement shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services and any management company.

7.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

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

8 The Mortgagee and the First Owner

8.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Second Owner with its consent and that the Second Owner's Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Second Owner's Land shall take effect subject to this Agreement **provided that** the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Second Owner's Land (or part thereof) in which case it too will be bound by the obligations in this Agreement that bind the Second Owner's Land as if it were a person deriving title from the Second Owner.

8.2 In its capacity as a mortgagee of the Second Owner's Land, the First Owner acknowledges and declares that this Agreement has been entered into by the Second Owner with its consent and that the Second Owner's Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Second

Owner's Land shall take effect subject to this Agreement provided that the First Owner shall otherwise have no liability under this Agreement in relation to the Second Owner's Land unless it takes possession of the Second Owner's Land (or part thereof) in which case it too will be bound by the obligations in this Agreement that bind the Second Owner's Land as if it were a person deriving title from the Second Owner.

9 **Future Mortgagees**

It is acknowledged and declared that by the Parties that this Agreement has been entered into by the Owners with their consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of any mortgage or charge over the Site (or any part thereof) shall take effect subject to this Agreement **provided that** the any mortgagee or chargee shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

10 **Waiver**

No waiver (whether expressed or implied) by the Council or the County Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 **Change in ownership**

The Owners agree with the Council and the County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan **provided that** the Owners shall not be required to give notice to the Council or the County Council of any change of ownership affecting a completed Dwelling.

12 **Index linked**

12.1 The Owners agree with the Council and the County Council that any sum payable by the Owners pursuant to this Agreement shall be increased by the application of the following formulae:

A = (B x C) divided by D

Where A is the sum actually payable;

B is the original sum mentioned in this Agreement;

C is the All-In Tender Price Index for the quarter preceding the Specified Date;

D is the All-In Tender Price Index for the quarter preceding the date of this Agreement;

C/D is equal to or greater than 1.

13 **Interest**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

14 **VAT**

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

15 **Dispute provisions**

Any dispute or difference arising between the parties hereto shall be dealt with as follows:

15.1 in the case of any difference or dispute arising out of the provisions of Schedule 1 (**Affordable Housing**) the same shall be referred to an independent Chartered Surveyor of at least ten years standing who shall be nominated in default of agreement between the First Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy;

15.2 in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least ten years' experience in such matters who shall be appointed in default of agreement between the relevant Owner and the Council or the County Council (as the case may be) by the President of the Bar or his deputy; and

15.3 any matter referred to an independent Chartered Surveyor or Counsel shall be decided by such person as an expert (and not as an arbitrator) who shall permit one representation and one counter-representation (each in writing) by each party to the dispute and his determination shall be in writing and final and binding on the parties and the costs of such determination shall be paid as the expert shall direct but if he does not direct shall be borne equally between the relevant Owner and the Council or the County Council (as the case may be) provided that in all cases the expert shall direct he costs be borne by the relevant Owner where the expert considers the Council or the County Council's case (as the case may be) is reasonable.

16 **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

17 **Delivery**

The provisions of this Agreement (other than this clause 17 which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

18 **Planning consents granted pursuant to S73 of the Act**

18.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed between the Parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

18.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

18.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

18.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to S106 of the Act

19 **Counterparts**

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

This Agreement has been executed on the date stated at the beginning of it.

Schedule 1

Affordable Housing

1 **Definitions**

1.1 In this Schedule 1, the following terms have the following meanings unless inconsistent with the context:

Adur District means the administrative area of the Council;

Affordable Housing means Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met on the open market;

Affordable Housing Plan means a plan showing the location, sizes and tenure of the Affordable Housing Units to be agreed in writing between the Council and First Owner pursuant to this Schedule;

Affordable Housing Units means seventy seven (77) Dwellings to be provided as Affordable Housing to be constructed pursuant to the Planning Permission in accordance with the Affordable Housing Plan;

Affordable Rented Housing means affordable housing to be made available by a Registered Provider to households with a Local Connection whose needs are not adequately served by the commercial housing market at rents of up to 80% of the local Market Rent (including service charges where applicable) and **Affordable Rented Units** and **Affordable Rent** shall be construed accordingly;

Agreed Mix means the mix of Affordable Housing Units set out at Paragraph 2.3 of this Schedule 1, or such other size tenure and mix of Affordable Housing Units approved by the Council in writing and which shall be determined having regard to the identified housing needs within the Council's administrative area;

Intermediate Housing means Affordable Rented Housing and/or Shared Ownership Housing or such other tenure that may be agreed in writing by the Council and the First Owner provided that such other tenure is in accordance with the definition of 'Affordable housing' in Annex 2 of the NPPF and **Intermediate Housing Units** shall be construed accordingly;

Local Connection means a person that lives or works in the Adur District or in a district or borough adjoining Adur District;

Market Housing Units means a Dwelling that is not an Affordable Housing Unit;

Market Rent means the estimated amount for which the relevant Dwelling should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

Market Value means the price at which the whole interest in the Affordable Housing Unit would be expected to command if sold by a willing seller to a willing purchaser for residential purposes free of the restrictions and obligations contained in this Agreement;

NPPF means the National Planning Policy Framework (February 2019);

Nominations Agreement means an agreement substantially in the form appended to this Agreement at Appendix 3 to be entered into between the Council and the First Owner setting out the Nomination Rights;

Nomination Rights means that the Council will have the right to nominate the occupier for 100% of the Social Rented Units first lettings of the and 75% of the Social Rented Units for subsequent lettings;

Registered Provider means a registered provider of social housing as defined in the Housing and Regeneration Act 2008 who is registered with Regulator pursuant to that Act and for the avoidance of doubt the First Owner is a Registered Provider for the purposes of this Agreement;

Regulator means Homes England as the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Retained Equity means the proportion of the Market Value in a Shared Ownership Housing Unit represented by such share of unsold equity;

Shared Ownership Housing means a form of tenure granted by lease by a Registered Provider to be disposed pursuant to shared ownership arrangements within the meaning of section 70(4) Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Dwelling from 25% to a maximum of 75% initially (at the option of the buyer) and pay an annual rent of up to 2.75% on the Retained Equity with no limitation in the aggregate equity that can be subsequently acquired by the lessee and such form of lease shall comply with Homes England's standard form of lease for shared ownership housing or such other form of lease as maybe agreed in writing by the Council and **Shared Ownership Housing Unit(s)** and **Shared Ownership Lease** shall be interpreted accordingly;

Social Rented Housing means Affordable Housing which is managed by local authorities and/or Registered Providers and where the rent is no higher than Target Rent and **Social Rented Housing Units** and **Social Rent** shall be construed accordingly;

Staircasing means the purchase by the owner of an individual Dwelling of additional equity in a Shared Ownership Unit;

Target Rent means target rents for Social Rented Housing (or its equivalent) as determined through the National Rent Regime and published from time to time by the Regulator (or such other body as may replace the Regulator, having responsibility for setting target rents for social housing);

Transfer means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and **Transferred** shall be construed accordingly.

The First Owner covenants with the Council as follows:

2 **Affordable Housing provisions**

2.1 To provide the Affordable Housing Units within the Development in accordance with this Schedule 1.

2.2 To submit an Affordable Housing Plan prior to Commencement of Development.

2.3 Unless otherwise agreed in writing by the Council, the Affordable Housing Units shall comprise:

2.3.1 nineteen (19) Intermediate Housing Units (4 x 1 bed, 10 x 2 bed and 5 x 3 bed); and

2.3.2 fifty eight (58) Social Rent Housing Units (19 x 1 bed, 26 x 2 bed, 13 x 3 bed).

2.4 Not to Commence Development until the Affordable Housing Plan has been approved in writing by the Council (the **Approved Affordable Housing Plan**).

2.5 To construct and provide the Affordable Housing Units in accordance with the Approved Affordable Housing Plan (unless otherwise agreed in writing by the Council).

3 **Transfer**

3.1 Unless the First Owner is a Registered Provider to Transfer the Affordable Housing Units to a Registered Provider.

3.2 Unless otherwise agreed in writing with the Council not to cause or allow the Occupation of more than 53% of the Market Housing Units of the Development unless and until the Affordable Housing Units have been provided in accordance with paragraph 2.5 and the Affordable Housing Plan and those Affordable Housing Units have been transferred to a Registered Provider (unless the First Owner is a Registered Provider).

4 **Occupation**

4.1 Subject to paragraph 5 of this Schedule 1 not to Occupy or permit Occupation of the Affordable Housing Units other than as Affordable Housing.

4.2 Not to Occupy or permit the Occupation of the Social Rented Housing Units unless and until a Nominations Agreement has been entered into with the Council granting the Council Nomination Rights in respect of the Social Rented Housing Units provided pursuant to paragraph 2.3.2 above.

5 **Exclusions**

5.1 The affordable housing provisions in Schedule 1 of this Agreement shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **provided that**:

5.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing 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 Affordable Housing 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

5.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

5.2 The provisions of this Schedule 1 shall:

5.2.1 cease to apply to any part or parts of the Site which are disposed of in accordance with paragraph 5.1.2;

5.2.2 cease to apply to any completed Affordable Housing Units where the Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 Housing and Regeneration Act 2008 or any similar or substitute right applicable;

5.2.3 cease to apply to any completed Affordable Housing Units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) Housing and Regeneration Act 2008 or any amendment or replacement thereof;

5.2.4 cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing lease.

5.3 For the avoidance of doubt, the provisions of this Schedule 1 shall not apply to any successors in title purchasing an interest in part of the Site where provisions of this Schedule 1 have ceased to apply pursuant to paragraph 5.2.

Schedule 2

Other Covenants with the Council

1 **Definitions**

1.1 In this Schedule 2, the following terms have the following meanings unless inconsistent with the context:

ADC Tenure Report means a report to be submitted by the First Owner to the Council for its approval which shall:

a) certify, with evidence, the number of Discretionary Social Rent Units let to people with a Local Connection at the date of the report;

b) calculate the Second Health (Primary Care Facilities) Contribution based on the information provided (a) above;

Commercial Air Quality Contribution means a sum to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the Development of the Commercial Floorspace in the Shoreham Town Centre Air Quality Management Area, to be approved as part of the Commercial Air Quality Mitigation Plan calculated as follows:

X = Y – Z

X – the amount (£) of the Commercial Air Quality Contribution

Y – £19.421.60

Z- the cost (£) of on-site air quality mitigation measures proposed as part of the Commercial Floorspace;

Commercial Air Quality Mitigation Plan means the plan to be submitted to the Council in accordance with the Planning Permission which shall:

(a) set out in full the proposed operational phase air quality mitigation measures in connection with the Commercial Floorspace;

(b) confirm the amount (if any) of the Commercial Air Quality Contribution in the event that on-site mitigation to the value of £19,421.60 shall not be achieved;

Commercial Footpath means the land within the Second Owner's Land shown on the plan at Appendix 2 to be laid out as a footpath and used by residents or employees at the Development and the public in accordance with the Commercial Footpath Plan approved pursuant to this Agreement;

Commercial Footpath Plan means a plan securing the management and maintenance of the Commercial Footpath showing accessibility for members of the public on foot or by cycle 24 hours per day 364 days a year PROVIDED THAT the obligation to provide public access shall be deemed not to be breached in the case of any Permitted Closure;

Commercial Maintenance Access Plan means a plan to be submitted by the Second Owner to the Council for its written approval detailing how access shall be given to the Council and County Council and statutory undertakers responsible for river, harbour or drainage maintenance to carry out maintenance and/or repairs to the riverside wall within the Second Owner's Land subject to the following:

(a) notice is given to the Second Owner at least two months prior to any maintenance and/or repair (unless the maintenance and/or repair is urgent to protect life or property);

(b) the programme for any maintenance and/or repair is to be agreed with the Second Owner in advance and is to be kept to a minimum period as reasonably possible; and

(c) the Council, County Council or statutory undertaker for river, harbour or drainage maintenance (as applicable) shall restore the Second Owner's Land and repair any damage to the Second Owner's Land arising out of any maintenance and/or repair);

Commercial Public Art Plan means a plan to be submitted by the Second Owner to the Council for its written approval setting out proposals for the delivery of public art within the Second Owner's Land SAVE THAT the cost of any such proposal shall be a minimum of £9,000;

Commercial Site Management Plan means a plan to be submitted by the Second Owner to the Council for its written approval detailing maintenance provisions in respect of the following matters to be provided in accordance with the Planning Permission and this Agreement insofar as they relate to the Second Owner's Land:

(a) a flood escape plan along with details of how any such plan shall be distributed and reviewed;

(b) the management of car and cycle parking;

(c) on-site heating system and future district heating system elements on site;

(d) surface water drainage – management & maintenance strategy;

(e) maintenance of the riverside path including surfacing, signage and provision of refuse bins;

(f) the provision of planting and communal areas, including watering and pruning; and

(g) any noise attenuation measures (if reasonably required).

Discretionary Social Rent Units means as defined in Schedule 3 of this Agreement;

Energy Centre means a facility to accommodate high efficiency gas boilers, a combined heat and power unit, cold water storage and associated ancillaries where the heat and power is generated to supply the Shoreham Heat Network;

First Health (Primary Care Facilities) Contribution means the maximum sum of £118,481 to be paid to the Council towards either a refurbishment, improvement, replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre) or the at another location with Adur District, as may be first agreed between the Council and the First Owner;

Heat Network means an energy network identified by the Council to provide heating and hot water more energy efficiently to reduce local carbon emissions in a medium such as hot water or steam, from central sources of production, to multiple buildings or sites across a geographical area;

Joint Public Art Plan means a plan submitted jointly by the First Owner and the Second Owner to the Council for its written approval setting out proposals for the delivery of public art within the Site SAVE THAT the cost of any such proposal shall be a minimum of £30,000;

Local Connection means a person that lives or works in the Adur District or in a district or borough adjoining Adur District;

Open Space Contribution means the sum of £65,000 to be used by the Council towards improvements to recreation at Kingston Beach and/or other public open spaces within Marine Ward, Southwick Green Ward or St Mary's Ward, including but not limited to ecosystem and natural capital improvements;

Permitted Closure means temporary closure or obstruction of either the Commercial Footpath or the Residential Footpath or any part thereof (as applicable) in the following circumstances:

(a) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the police or fire service;

(b) for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or any process of law PROVIDED THAT: (i) the First Owner or Second Owner (as applicable) provides the Council with prior notification of any such closure; (ii) no such closure shall occur on a weekend; and (iii) there shall be no such closure if the entire Commercial Footpath/Residential Footpath has been closed for an entire day or more for any of the reasons pursuant to (d) of this definition during the preceding year;

(c) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing works; and

(d) with the prior written approval of the Council, for any other reasonable and proper purpose;

PROVIDED THAT the First Owner or Second Owner (as applicable) shall (i) take reasonable steps to minimise the duration and extent of any such closures and (ii) re-open the Commercial Footpath/Residential Footpath (as applicable) as soon as is reasonably practicable;

Residential Air Quality Contribution means a sum of to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the Development of the Dwellings in the Shoreham Town Centre Air Quality Management Area and/or on Brighton Road within the Council's administrative area to be approved as part of the Residential Air Quality Mitigation Plan and calculated as follows:

X = Y – Z

X – the amount (£) of the Residential Air Quality Contribution

Y – £68,858.40

Z- the cost (£) of on-site air quality mitigation measures proposed as part of the Development relating to the Dwellings;

Residential Air Quality Mitigation Plan means the plan to be submitted to the Council in accordance with the Planning Permission which shall:

(a) set out in full the proposed operational phase air quality mitigation measures in connection with the Dwellings;

(b) confirm the amount (if any) of the Residential Air Quality Contribution in the event that on-site mitigation to the value of £68,858.40 shall not be achieved;

Residential Bus Stop Contribution means the sum of £52,000 to be used by the Council as appropriate towards:

(a) the provision of bus stop improvements to include two (2) new bus shelters with RTPI Displays on Brighton Road; or

(b) in the event the two (2) new bus shelters are not approved, the provision of bus stop improvements including two (2) bus stop poles with RTPI Displays on Brighton Road;

Residential Public Art Plan means a plan to be submitted by the First Owner to the Council for its written approval setting out proposals for the delivery of public art within the First Owner's Land SAVE THAT the cost of any such proposal shall be a minimum of £21,000;

Residential Footpath means the land within the First Owner's Land shown on the plan at Appendix 2 to be laid out as a footpath and used by residents or employees at the Development and the public in accordance with the Residential Footpath Plan approved pursuant to this Agreement;

Residential Footpath Plan means a plan securing the management of the Residential Footpath showing and maintenance accessibility for members of the public on foot or by cycle 24 hours per day 364 days a year PROVIDED THAT the obligation to provide public access shall be deemed not to be breached in the case of any Permitted Closure;

Residential Maintenance Access Plan means a plan to be submitted by the First Owner to the Council for its written approval detailing how access shall be given to the Council and County Council and statutory undertakers responsible for river, harbour or drainage

maintenance to carry out maintenance and/or repairs to the riverside wall within the First Owner's Land subject to the following:

(c) notice is given to the First Owner at least two months prior to any maintenance and/or repair (unless the maintenance and/or repair is urgent to protect life or property);

(d) the programme for any maintenance and/or repair is to be agreed with the First Owner in advance and is to be kept to a minimum period as reasonably possible; and

(e) the Council, County Council or statutory undertaker for river, harbour or drainage maintenance (as applicable) shall restore the First Owner's Land and repair any damage to the First Owner's Land arising out of any maintenance and/or repair);

Residential Site Management Plan means a plan to be submitted by the First Owner to the Council for its written approval detailing maintenance provisions in respect of the following matters to be provided in accordance with the Planning Permission and this Agreement insofar as they relate to the First Owner's Land:

(a) a flood escape plan along with details of how any such plan shall be distributed and reviewed;

(b) the management of car and cycle parking, including any Car Club spaces;

(c) on-site heating system and future district heating system elements on site;

(d) surface water drainage – management & maintenance strategy;

(e) maintenance of the riverside path including surfacing, signage and provision of refuse bins;

(f) the provision of planting and communal areas, including watering and pruning; and

(g) any noise attenuation measures (if reasonably required

RTPI Display means real time passenger information display to inform passengers when buses are due to arrive;

Second Health (Primary Care Facilities) Contribution means a contribution to be paid to the Council towards either a refurbishment, improvement, replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre)) or the at another location with Adur District, as may be first agreed between the Council and the First Owner, to be calculated as follows:

X = Y – (£2,509[1] x Z)

X - the amount of the sum payable (£) (Indexed)

Y – the amount of the First Heath (Primary Care Facilities) Contribution (not Indexed)

Z– is the number of Discretionary Social Rent Units let to persons with a Local Connection as per the ADC Tenure Report

SAVE THAT the Second Health (Primary Care Facilities) Contribution shall not be less than £33,175 (Indexed) if more than 34 Discretionary Social Rent Units are provided

and for the avoidance of doubt:

a) in the event that no Discretionary Social Rent Units are provided, the Second Health (Primary Care Facilities) Contribution shall be £118,481 (Indexed); or

b) in the event that 34 Discretionary Social Rent Units are provided, then the Second Health (Primary Care Facilities) Contribution shall be £33,175 (Indexed);

Shoreham Heat Network means the Heat Network proposed for the Shoreham Harbour Regeneration Area in which the Site is located; and

Shoreham Port Authority means the Shoreham Port Authority of Nautilus House, 90-100 Albion Street, Southwick, Brighton BN42 4ED.

2 **Residential Air Quality Contribution**

2.1 The First Owner covenants as follows:

2.1.1 not to Commence or permit Commencement of the Development above podium level until the Residential Air Quality Mitigation Plan has been approved in writing by the Council;

2.1.2 to pay 50% of the Residential Air Quality Contribution (if payable) to the Council prior to Occupation of the Dwellings;

2.1.3 not to Occupy the Dwellings until the payment has been made pursuant to paragraph 2.1.1;

2.1.4 to pay 50% of the Residential Air Quality Contribution (if payable) to the Council prior to Occupation of more than 50% of the Dwellings; and

2.1.5 not to Occupy more than 50% of the Dwellings until the payment has been made pursuant to paragraph 2.1.4.

[1] this figure is the difference between £236,962 (the total of the First and Second Health (Primary Care Facilities) Contributions if no Discretionary Social Rent Units are provided) and £151,656 (the total of the First and Second Health (Primary Care Facilities) Contributions if 34 Discretionary Social Rent Units are provided), divided by 34 (being the proposed number of Discretionary Social Rent Units)

3 **Commercial Air Quality Contribution**

3.1 The Second Owner covenants as follows:

3.1.1 not to Commence or permit Commencement of the Development above podium level until the Air Quality Mitigation Plan has been approved in writing by the Council;

3.1.2 to pay 50% of the Commercial Air Quality Contribution (if payable) to the Council prior to Occupation of the Commercial Floorspace;

3.1.3 not to Occupy the Commercial Floorspace until the payment has been made pursuant to paragraph 3.1.2;

3.1.4 to pay 50% of the Commercial Air Quality Contribution (if payable) to the Council prior to Occupation of more than 50% of the Commercial Floorspace or twelve months from the Occupation of the Commercial Floorspace, whichever is sooner; and

3.1.5 not to Occupy more than 50% of the Commercial Floorspace until the payment has been made pursuant to paragraph 3.1.4.

4 **Open Space Contribution**

4.1 The First Owner covenants as follows:

4.1.1 to pay 50% of the Open Space Contribution to the Council prior to first Occupation of the Dwellings;

4.1.2 not to Occupy the Dwellings until the payment has been made pursuant to paragraph 4.1.1;

4.1.3 to pay 50% of the Open Space Contribution to the Council prior to Occupation of more than 50% of the Dwellings; and

4.1.4 not to Occupy more than 50% of the Dwellings until the payment has been made pursuant to paragraph 4.1.3.

5 **Residential Footpath**

5.1 The First Owner covenants as follows:

5.1.1 to submit the Residential Footpath Plan to the Council for approval prior to Occupation of the Dwellings;

5.1.2 not to Occupy the Dwellings until the Residential Footpath Plan has been approved by the Council in writing;

5.1.3 to make available for public use the Residential Footpath in accordance with the timetable set out in the approved Residential Footpath Plan;

5.1.4 to manage and maintain the Residential Footpath in accordance with the approved Residential Footpath Plan for the lifetime of the Development (as may be amended from time to time with the Council's written agreement);

6 **Commercial Footpath**

6.1 The Second Owner covenants as follows:

6.1.1 to submit the Commercial Footpath Plan to the Council for approval prior to Occupation of the Commercial Floorspace;

6.1.2 not to Occupy the Commercial Floorspace until the Commercial Footpath Plan has been approved by the Council in writing;

6.1.3 to make available for public use the Commercial Footpath in accordance with the timetable set out in the approved Commercial Footpath Plan;

6.1.4 to manage and maintain the Commercial Footpath in accordance with the approved Commercial Footpath Plan for the lifetime of the Development (as may be amended from time to time with the Council's written agreement);

7 **Heat Network**

The Owners covenant severally in respect of the respective parts of the Site that they own as follows:

7.1 To safeguard the main pipe route of the proposed heat network through their respective parts of the Site and ensure that this route remains accessible for future installation of the network;

7.2 To connect their respective parts of the Development to a centralised communal system for space heating and hot water according to the following specifications unless otherwise agreed in writing between the Council the relevant Owner:

7.2.1 heat in the building should operate at an appropriate temperature for future connection to a Heat Network;

7.2.2 plant rooms should be situated to consider potential future-pipe routes and sufficient space must be allowed for building/network interface equipment (such as heat exchangers); and

7.2.3 pipe runs from the plant room along the internal road network to the proposed main heat route at Brighton Road must be protected and remain accessible for future installation;

7.3 On written request to provide information to the Council, or its appointed Heat Network contractor(s) with respect to their respective anticipated heat requirements and the potential for reliance upon the Energy Centre and proposed Shoreham Heat Network;

7.4 To engage constructively with the Council to identify and explore the potential for the Development to be connected to the proposed Shoreham Heat Network and to purchase heat generated at an off-site Energy Centre which the Council proposes to install to serve

buildings, occupiers and users, and to meet anticipated space heating and hot water consumption requirements in the vicinity of the Development;

7.5 To engage constructively with the Council to identify and explore the potential for heating plant installed during construction of the Development;

7.6 To permit the Council, or its appointed Heat Network contractor(s) reasonable and necessary access to their respective parts of the Site including plant rooms in order to:

7.6.1 lay underground infrastructure within the roads, footpaths, open spaces and public areas of the development;

7.6.2 carry out any works required to connect the site to the proposed Shoreham Heat Network; and

7.6.3 carry out maintenance and repair works to any Heat Network infrastructure

provided that any access to the Site shall be subject to the Council or its appointed Heat Network contractor(s) entering into appropriate legal agreements acceptable to the Owners including lift and shift and removal provisions and being responsible for all costs and expenses associated with any such works and making good and damaged caused to the Site or Development and fully indemnifying the Owners against all costs expenses claims and liabilities arising out of these works; and

7.7 to use reasonable and commercially prudent endeavours to negotiate and enter into a connection and supply agreement with the Council, or its appointed Heat Network contractor(s), on reasonable commercial terms subject to such connection being financially and technically viable and the proposed Shoreham Heat Network being available to connect on Practical Completion of the relevant part of the Development **PROVIDED THAT** the Energy Centre and Heat Network are completed and fully operational by that date, and if the Energy Centre is not completed and fully operational by that date the connection to and purchase of heat from the Energy Centre should take place within a period of one year following the date when the Energy Centre is completed and fully operational **PROVIDED FURTHER THAT** if the Energy Centre is not completed and fully operational within three years of Practical Completion of the relevant part of the Development then all obligations under this paragraph 7 shall be discharged.

8 **Residential Public Art**

8.1 The First Owner covenants to:

8.1.1 use reasonable endeavours to discuss the draft Residential Public Art Plan with the Council following Commencement of the Development;

8.1.2 use reasonable endeavours to agree a Joint Public Art Plan with the Second Owner;

8.1.3 submit either the Residential Public Art Plan or the Joint Public Art Plan to the Council for approval prior to Commencement of the Development above podium level of the Dwellings; and

8.1.4 fully carry out the Residential Public Art Plan or the Joint Public Art Plan (depending on whichever was submitted to and approved by the Council pursuant to paragraph 8.1.3, whichever the case may be) prior to Occupation of the final Dwelling, or such other period as may be agreed by the Council.

9 **Commercial Public Art**

9.1 The Second Owner covenants to:

9.1.1 use reasonable endeavours to discuss the draft Commercial Public Art Plan with the Council following Commencement of the Development;

9.1.2 use reasonable endeavours to agree a Joint Public Art Plan with the First Owner;

9.1.3 submit either the Commercial Public Art Plan or the Joint Public Art Plan to the Council for approval prior Commencement of the Development above podium level of the Commercial Floorspace; and

9.1.4 fully carry out the Commercial Public Art Plan or the Joint Public Art Plan (depending on whichever was submitted to and approved by the Council pursuant to paragraph 9.1.3, whichever the case may be) prior to Occupation of all of the Commercial Floorspace, or such other period as may be agreed by the Council.

10 **Health (Primary Care Facilities) Contribution**

10.1 The First Owner covenants as follows:

10.1.1 to pay the First Health (Primary Care Facilities) Contribution to the Council prior to Occupation of the Dwellings;

10.1.2 not to Occupy the Dwellings until the payment has been made pursuant to paragraph 10.1.1;

10.1.3 at least one month prior to Occupation of 50% of the Dwellings, to submit to the Council the ADC Tenure Report for its written approval;

10.1.4 to pay the Second Health (Primary Care Facilities) Contribution to the Council prior to Occupation of more than 50% of the Dwellings; and

10.1.5 not to Occupy more than 50% of the Dwellings until the payment has been made pursuant to paragraph 10.1.4.

11 **River and Riverside**

11.1 The First Owner and Second Owner covenant to use reasonable endeavours to enter into an agreement with the Shoreham Port Authority (at no cost to the First Owner and Second Owner) prior to Occupation of the Dwellings to provide legal access across the First Owner's Land or Second Owner's Land (as applicable) to enable the Shoreham Port Authority to provide improved access to and/or pontoons and/or recreational mooring opportunities on the River Adur SAVE THAT this obligation shall be deemed discharged if

no agreement has been entered into with the Shoreham Port Authority prior to Occupation of any of the Dwellings or any of the Commercial Floorspace (as applicable).

11.2 The First Owner further covenants as follows:

11.2.1 to submit the Residential Maintenance Access Plan to the Council for approval prior to Occupation of the Dwellings;

11.2.2 not to Occupy the Dwellings until the Residential Maintenance Access Plan has been approved by the Council in writing; and

11.2.3 to comply with approved Residential Maintenance Access Plan for the lifetime of the Development (as may be amended from time to time with the Council's written agreement).

11.3 The Second Owner further covenants as follows:

11.3.1 to submit the Commercial Maintenance Access Plan to the Council for approval prior to Occupation of the Commercial Floorspace;

11.3.2 not to Occupy the Commercial Floorspace until the Commercial Maintenance Access Plan has been approved by the Council in writing; and

11.3.3 to comply with approved Commercial Maintenance Access Plan for the lifetime of the Development (as may be amended from time to time with the Council's written agreement).

11.4 The Owners covenant to use reasonable endeavours to enter into legal agreement(s) with any adjoining landowner on terms acceptable to the Owners (including lift and shift and removal provisions and the adjacent landowner(s) being responsible for all costs and expenses associated with any works and making good and damaged caused to the Site) to allow access by any owner of land adjoining the Site to construct connections to the Commercial Footpath or Residential Footpath (as appropriate) from the adjoining land, including the undertaking of any works necessary within the Site to complete any such connection in accordance with any planning permission granted for such works.

12 **Residential Bus Stop Contribution**

12.1 The First Owner covenants as follows:

12.1.1 to pay the Residential Bus Stop Contribution within twelve months of Commencement of the Development on the First Owner's Land; and

12.1.2 not to develop or to carry out or to permit the carrying out of the Development on the First Owner's Land following twelve months of Commencement of the Development on the First Owner's Land until the payment has been made pursuant to paragraph 12.1.1.

13 **Residential Site Management Plan**

The First Owner covenants as follows:

13.1 To submit the Residential Site Management Plan to the Council for approval prior to Occupation of the Dwellings.

13.2 Not to Occupy the Dwellings until the Residential Site Management Plan has been approved by the Council in writing.

13.3 To comply with the approved Residential Site Management Plan for the lifetime of the Development (as may be amended from time to time with the Council's written approval).

14 **Commercial Site Management Plan**

The Second Owner covenants as follows:

14.1 To submit the Commercial Site Management Plan to the Council for approval prior to Occupation of the Commercial Floorspace.

14.2 Not to Occupy the Commercial Floorspace until the Commercial Site Management Plan has been approved by the Council in writing.

14.3 To comply with the approved Commercial Site Management Plan for the lifetime of the Development (as may be amended from time to time with the Council's written approval).

Schedule 3

Covenants with the County Council

1 **Definitions**

1.1 In this Schedule 3, the following terms have the following meanings unless inconsistent with the context:

Commercial A259 Contribution means the sum of £139,659.96 to be used towards improvement along the A259 corridor in the District of Adur required in connection with the development of the Commercial Floorspace;

Commercial Cycle Path Contribution means the sum of £33,827.20 to be used towards the provision of a cycle path on Brighton Road along the front of the Site required in connection with the development of the Commercial Floorspace;

Commercial Junction Contribution means the sum of £49,060 to be used towards improvements to the A27 Steyning and Hangleton junctions required in connection with the development of the Commercial Floorspace;

Discretionary Social Rent Units means Market Dwellings which the First Owner may elect as its own absolute discretion to let as housing where such rents do not exceed Target Rent;

First Education (Primary) Contribution means the sum of £82,202.50 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement such contribution being a financial contribution to be used by the County Council towards expansion of primary schools within the district of Adur or towards a new primary school serving the district of Adur;

First Education (Secondary) Contribution means the sum of £88,472.50 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy or Shoreham Academy;

First Education (Sixth Form) Contribution means the sum of £20,725 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form;

First Libraries Contribution means the sum of £32,676.50 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement such contribution being a financial contribution to be used by the County Council towards additional floorspace at Shoreham Library;

Market Dwellings means any Dwelling which is not secured within Schedule 1 of this Agreement as an Affordable Housing Unit (as defined within Schedule 1 of this Agreement);

Regulator means Homes England as the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Residential Fire and Rescue Service Contribution means the sum of £5,048 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement and such contribution being a financial contribution to be used by the County Council towards the re-development or relocation of fire stations and associated vehicles and equipment in West Sussex Fire and Rescue Services southern area serving Shoreham/Southwick;

Residential A259 Contribution means the sum of £495,158.04 to be used towards improvements along the A259 corridor in the District of Adur required in connection with the development of the Dwellings;

Residential Cycle Path Contribution means the sum of £119,932.80 to be used towards the provision of a cycle path on Brighton Road along the front of the Site required in connection with the development of the Dwellings;

Residential Junction Contribution means the sum of £173,940 to be used towards improvements to the A27 Steyning and Hangleton junctions required in connection with the development of the Dwellings;

Residential Traffic Regulation Orders means all temporary or permanent order(s) required under the Road Traffic Regulation Act 1984 to facilitate the Development of the Dwellings and any associated works to the public highway;

Residential Traffic Regulation Order Contribution means the sum of £7,500 payable towards the County Council's costs making all the Residential Traffic Regulation Orders;

Second Education (Primary) Contribution means the sum payable in accordance with this Agreement, such contribution being a financial contribution to be used by the County Council towards expansion of primary schools within the district of Adur or towards a new primary school serving the district of Adur and calculated as follows;

$X = Y – (£1,185^{2} \times Z)$

X - the amount of the sum payable (£) (Indexed)

Y – the amount of the First Education (Primary) Contribution (not Indexed)

Z– is the number of Discretionary Social Rent Units let to persons with a Local Connection as per the Tenure Report

[2] this figure is the difference between £164,405 (the total of the First and Second Education (Primary) Contributions if no Discretionary Social Rent Units are provided) and £124,115 (the total of the First and Second Education (Primary) Contributions if 34 Discretionary Social Rent Units are provided), divided by 34 (being the proposed number of Discretionary Social Rent Units)

SAVE THAT the Second Education (Primary) Contribution shall not be less than £41,912.50 (Indexed) if more than 34 Discretionary Social Rent Units are provided

and for the avoidance of doubt:

a) in the event that no Discretionary Social Rent Units are provided, the Second Education (Primary) Contribution shall be £82,202.50 (Indexed); or

b) in the event that 34 Discretionary Social Rent Units are provided, then the Second Education (Primary) Contribution shall be £41,912.50 (Indexed);

Second Education (Secondary) Contribution means the sum payable in accordance with this Agreement, such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy or Shoreham Academy, and calculated as follows:

X = Y – (£1,275.38[3] x Z)

X - the amount of the sum payable (£) (Indexed)

Y – the amount of the First Education (Secondary) Contribution (not Indexed)

Z– is the number of Discretionary Social Rent Units let to persons with a Local Connection as per the Tenure Report

SAVE THAT the Second Education (Secondary) Contribution shall not be less than £45,109.50 (Indexed) if more than 34 Discretionary Social Rent Units are provided

and for the avoidance of doubt:

a) in the event that no Discretionary Social Rent Units are provided, the Second Education (Secondary) Contribution shall be £88,472.50 (Indexed); or

b) in the event that 34 Discretionary Social Rent Units are provided, then the Second Education (Secondary) Contribution shall be £45,109.50 (Indexed);

Second Education (Sixth Form) Contribution means the sum payable in accordance with this Agreement, such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form, and calculated as follows:

X = Y – (£298.76[4] x Z)

[3] this figure is the difference between £176,945 (the total of the First and Second Education (Secondary) Contributions if no Discretionary Social Rent Units are provided) and £133,582 (the total of the First and Second Education (Secondary) Contributions if 34 Discretionary Social Rent Units are provided), divided by 34 (being the proposed number of Discretionary Social Rent Units)

X - the amount of the sum payable (£) (Indexed)

Y – the amount of the First Education (Sixth Form) Contribution (not Indexed)

Z– is the number of Discretionary Social Rent Units let to persons with a Local Connection as per the Tenure Report

SAVE THAT the Second Education (Sixth Form) Contribution shall not be less than £10,567 (Indexed) if more than 34 Discretionary Social Rent Units are provided

and for the avoidance of doubt:

a) in the event that no Discretionary Social Rent Units are provided, the Second Education (Sixth Form) Contribution shall be £20,725 (Indexed); or

b) in the event that 34 Discretionary Social Rent Units are provided, then the Second Education (Sixth Form) Contribution shall be £10,567 (Indexed);

Second Libraries Contribution means the sum payable in accordance with this Agreement, such contribution being a financial contribution to be used by the County Council towards additional floorspace at Shoreham Library, and calculated as follows;

X = Y – (£362.15[5] x Z)

X - the amount of the sum payable (£) (Indexed)

Y – the amount of the First Libraries Contribution (not Indexed)

Z– is the number of Discretionary Social Rent Units let to persons with a Local Connection as per the Tenure Report

SAVE THAT the Second Libraries Contribution shall not be less than £20,363.50 (Indexed) if more than 34 Discretionary Social Rent Units are provided

and for the avoidance of doubt:

a) in the event that no Discretionary Social Rent Units are provided, the Second Libraries Contribution shall be £32,676.50 (Indexed); or

b) in the event that 34 Discretionary Social Rent Units are provided, then the Second Libraries Contribution shall be £20,363.50 (Indexed);

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[4] this figure is the difference between £41,450 (the total of the First and Second Education (Sixth Form) Contributions if no Discretionary Social Rent Units are provided) and £31,292 (the total of the First and Second Education (Sixth Form) Contributions if 34 Discretionary Social Rent Units are provided), divided by 34 (being the proposed number of Discretionary Social Rent Units)

[5] this figure is the difference between £65,353 (the total of the First and Second Libraries Contributions if no Discretionary Social Rent Units are provided) and £53,040 (the total of the First and Second Libraries Contributions if 34 Discretionary Social Rent Units are provided), divided by 34 (being the proposed number of Discretionary Social Rent Units)

Target Rent means rents as determined through the National Rent Regime and published from time to time by the Regulator (or such other body as may replace the Regulator, having responsibility for setting target rents for social housing); and

Tenure Report means a report to be submitted by the First Owner to the County Council which shall:

a) certify the number of Discretionary Social Rent Units let to people with a Local Connection at the date of the report; and

b) calculate the Second Education (Primary) Contribution, the Second Education (Secondary) Contribution, the Second Education (Sixth Form) Contribution and the Second Libraries Contribution payable pursuant to this Agreement.

1 **Education, Libraries and Fire and Rescue Contributions**

1.1 The First Owner covenants:

1.1.1 To pay:

(a) the First Education (Primary) Contribution;

(b) the First Education (Secondary) Contribution;

(c) the First Education (Sixth Form) Contribution;

(d) the Residential Fire and Rescue Contribution; and

(e) the First Libraries Contribution;

all Index Linked to the County Council prior to Occupation of the Dwellings.

1.1.2 Not to Occupy the Dwellings until the contributions referred to in paragraph 1.1.1 have been paid.

1.1.3 Prior to Occupation of 50% of the Dwellings, to submit to the County Council the Tenure Report for its written approval;

1.1.4 To pay:

(a) the Second Education (Primary) Contribution;

(b) the Second Education (Secondary) Contribution;

(c) the Second Education (Sixth Form) Contribution; and

(d) the Second Libraries Contribution;

all Index Linked to the County Council prior to Occupation of 50% of the Dwellings.

1.1.5 Not to Occupy more than 50% of the Dwellings in the Development until the contributions referred to in paragraph 1.1.3 have been paid to the County Council;

2 **Highways Mitigation Contribution**

2.1 The First Owner covenants:

2.1.1 to pay 50% of the Residential A259 Contribution, 50% of the Residential Cycle Path Contribution, 50% of the Residential Junction Contribution and 50% of the Residential Traffic Regulation Orders Contribution Index Linked to the County Council prior to Commencement of the Development on the First Owner's Land;

2.1.2 not to Commence the Development on the First Owner's Land until the contributions referred to in paragraph 2.1.1 have been paid;

2.1.3 to pay 50% of the Residential A259 Contribution, 50% of the Residential Cycle Path Contribution, 50% of the Residential Junction Contribution and 50% of the Residential Traffic Regulation Orders Contribution Index Linked to the County Council prior to Occupation of the Dwellings or on 2 years of the date of Commencement of the Development on the First Owner's Land, whichever is soonest;

2.1.4 not to Occupy the Dwellings in the Development until the contributions referred to in paragraph 2.1.3 have been paid in full to the County Council.

2.2 The Second Owner covenants:

2.2.1 to pay 50% of the Commercial A259 Contribution, 50% of the Commercial Cycle Path Contribution and 50% of the Commercial Junction Contribution Index Linked to the County Council prior to Commencement of the Development on the Second Owner's Land;

2.2.2 not to Commence the Development on the Second Owner's Land until the contributions referred to in paragraph 2.2.1 have been paid;

2.2.3 to pay 50% of the Commercial A259 Contribution, 50% of the Commercial Cycle Path Contribution and 50% of the Commercial Junction Contribution Index Linked to the County Council prior to Occupation of the Commercial Floorspace or on 2 years of the date of Commencement of the Development on the Second Owner's Land, whichever is soonest;

2.2.4 not to Occupy the Commercial Floorspace until the contributions referred to in paragraph 2.2.3 have been paid in full to the County Council.

3 **Traffic Regulation Order Contributions**

3.1 The First Owner covenants:

3.1.1 to pay the Residential Traffic Regulation Order Contribution Index Linked to the County Council prior to Commencement of the Development on the First Owner's Land;

3.1.2 not to Commence the Development on the First Owner's Land until the contribution has been referred to in paragraph 3.1.1 has been paid in full to the County Council.

Schedule 4

Car Club and Travel Plan

1 **Definitions**

1.1 In this Schedule the following terms have the following meanings unless inconsistent with the context:

Car Club means a car club operated by a Car Club Operator for which residents may join and which makes cars available for hire to members;

Car Club Membership means, in respect of the first Occupier of each Dwelling, free membership to a Car Club for a period of 2 (two) years commencing on the date when that Occupier first Occupies the Dwelling including an initial one-off credit of £50 (fifty pounds) for each membership PROVIDED THAT free membership shall only be offered to one Occupier per Dwelling;

Car Club Operator means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing; and

CoMoUK means the national charity promoting responsible car use.

2 **Car Club**

2.1 The First Owner covenants to:

2.1.1 use reasonable endeavours to enter into a contract with a Car Club operator to provide:

(a) one Car Club vehicle on the Site within two months of first Occupation of any Dwelling (unless otherwise agreed in writing with the Council) and to provide a copy to the Council of any such contract that has been entered into with a Car Club Operator;

(b) a further Car Club vehicle on the Site on or prior to Occupation of 50% of the Dwellings (unless otherwise agreed in writing with the Council) and to provide a copy to the Council of any such contract that has been entered into with a Car Club Operator;

2.1.2 offer Car Club Membership to the first household to Occupy each Dwelling;

2.1.3 not Occupy the Dwellings (or any part of them) unless and until written evidence has been provided to the Council to demonstrate that paragraphs 2.1.1 and 2.1.2 within this Schedule have been complied with (insofar as they can be complied with at the date of Occupation); and

2.1.4 unless otherwise agreed in writing with the Council, to retain and maintain the two car parking spaces within the Development provided pursuant to the Planning Permission for sole use by Car Club vehicles.

2.2 The Second Owner covenants to:

2.2.1 ensure that staff in the commercial parts of the Development during the period of one year from when the Commercial Floorspace is first Occupied are offered a free one year membership of a Car Club **provided that** the such Car Club membership shall be limited to one year's free membership; and

2.2.2 pay into the Car Club a credit of £50.00 in respect of each free membership of a Car Club provided under paragraph 2.2.1 of this Schedule 4.

Schedule 5

Notices

1 **The First Owner's Notices**

The First Owner covenants with the Council:

1.1 To serve notice of the following on the Council:

1.1.1 twenty Working Days prior notice of the anticipated Commencement Date of the Development on the First Owner's Land;

1.1.2 Notice of the actual Commencement Date of the Development of the First Owner's Land within ten Working Days of such occurring;

1.1.3 twenty Working Days prior notice of the anticipated first Occupation Date of each residential building to be constructed pursuant to the Planning Permission; and

1.1.4 Notice of the actual Occupation Date of each residential building to be constructed pursuant to the Planning Permission within ten Working Days of such occurring;

1.1.5 twenty Working Days prior notice of the anticipated date when 50% of the Dwellings will be Occupied; and

1.1.6 Notice of the actual date on which 51% of the Dwellings were Occupied within ten Working Days of such occurring.

1.1.7 twenty Working Days prior notice of the anticipated date when the last of the Dwellings will be Occupied; and

1.1.8 Notice of the actual date on which the last of the Dwellings were Occupied within ten Working Days of such occurring.

1.2 When serving notices pursuant to paragraph 1.1.3 in this Schedule, to provide a report detailing the number of Dwellings in Occupation at that date and confirming which obligations have been triggered and whether or not they have been complied with.

1.3 For a period of three years following Occupation of the last Dwelling, to provide annual updates to the Council confirming compliance with any obligations within Schedules 2 to 3 of this Agreement where performance of such obligation occurs post Occupation of the Dwellings.

2 **The Second Owner's Notices**

The Second Owner covenants with the Council:

2.1 To serve notice of the following on the Council:

2.1.1 twenty Working Days prior notice of the anticipated Commencement Date of the Development on the Second Owner's Land;

2.1.2 Notice of the actual Commencement Date of the Development of the Second Owner's Land within 10 Working Days of such occurring;

2.1.3 twenty Working Days prior notice of the anticipated first Occupation Date of the Commercial Floorspace;

2.1.4 Notice of the actual first Occupation Date of the Commercial Floorspace within ten Working Days of such occurring;

2.1.5 twenty Working Days prior notice of the anticipated date when 50% of the Commercial Floorspace will be Occupied; and

2.1.6 Notice of the actual date on which 51% of the Commercial Floorspace was Occupied within ten Working Days of such occurring.

2.2 When serving notices pursuant to paragraph 2.1 in this Schedule, to provide a report detailing amount of floorspace in Occupation at that date and confirming which obligations have been triggered and whether or not they have been complied with.

2.3 For the period of 3 years following the occupation of 51% of the Commercial Floorspace to provide annual updates to the Council confirming compliance with any of its obligations relating to the Heat Network; Commercial Public Art, and River and Riverside under Schedule 2 of this Agreement, where performance of such obligation occurs post occupation of 51% of the Commercial Floorspace.

Schedule 6

Commercial Floorspace

1 **Definitions**

1.1 In this Schedule the following terms have the following meanings unless inconsistent with the context:

E(g) Use means use the following within Use Class E (g) (I, ii and iii only) comprising office, research and development of products or processes and/ or light industrial processes, as per the Use Classes Order;

B8 Use means use in accordance with class B8 (storage) as per the Use Classes Order;

Flexible Floorspace means those parts of the Commercial Floorspace which may be used as E (g) Use or B8 Use and which are shown half striped yellow, half striped purple on drawings PL-8000 Rev J, 8001 Rev G, 8002 Rev G, 8003 Rev G, 8004 Rev G attached at Appendix 4 of this Agreement;

Marketing Plan means a plan to be submitted by the Second Owner to the Council demonstrating how the Second Owner has marketed the Flexible Floorspace, or any part of the Flexible Floorspace for E (g) Use in full accordance with the Marketing Strategy;

Marketing Strategy means a strategy to be submitted by the Second Owner to the Council for marketing of the Flexible Floorspace to prioritise E (g) Use for a period of 12 months; and

Use Classes Order means the Town and Country Planning (Use Classes) Order 1987 (as amended).

2 **Commercial Use**

The Second Owner covenants as follows:

2.1 To submit the Marketing Strategy to the Council for approval prior to Occupation of the Flexible Floorspace;

2.2 Not to Occupy the Flexible Floorspace until the Marketing Strategy has been approved by the Council in writing;

2.3 Before the any part of the Flexible Floorspace is occupied other than for E (g) Use, to complete the marketing of that part of the Flexible Floorspace in full accordance with the Marketing Strategy;

2.4 Not to Occupy any part of the Flexible Floorspace other than for E (g) Use unless and until the Council has approved the Marketing Plan for the respective part of the Flexible Floorspace; and

2.5 No Occupation of any part of the Flexible Floorspace for purposes other than E (g) Use shall prevent any future planning use of that part for E (g) Use.

Schedule 7

The Council and County Council Covenants

1 **Definitions**

1.1 The terms used within this Schedule shall have the same meaning as per the relevant definitions within the Schedules to this Agreement.

1.2 In this Schedule the following term shall have the following meaning unless inconsistent with the context:

County Contributions means all contributions payable to the County Council in accordance with this Agreement.

2 **Discharge of Obligations**

The Council covenants with the Owners as follows at the written request of either of the Owners the Council shall provide within ten Working Days written confirmation of the discharge of obligations contained in this Agreement when satisfied that the obligations have been performed.

3 **Repayment of Contributions by the Council**

The Council covenants with the Owners as follows:

3.1 to use all sums received under this Agreement for the purposes specified for which they are paid;

3.2 to provide the Owners with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owners under this Agreement; and

3.3 to repay to the person who made the payment such amount paid to the Council under this Agreement which has not been expended or contractually committed in accordance with the provisions of this Agreement within:

3.3.1 in respect of the Commercial Air Quality Contribution, Residential Air Quality Contribution and/or the Open Space Contribution, five years of the date of receipt together with interest for the period from the date of payment to the date of refund;

3.3.2 in respect of the First Health (Primary Care Facilities) Contribution and the Second Health (Primary Care Facilities) Contribution, seven years of the date of receipt together with interest for the period from the date of payment to the date of refund; and

3.3.3 in respect of the Residential Bus Stop Contribution, ten years of the date of receipt together with interest for the period from the date of payment to the date of refund.

4 **Heat Network**

The Council covenants with the Owners as follows:

4.1 to provide information to the Owners with respect to the anticipated timetable for the construction, completion and operation of the Energy Centre and the proposed Shoreham Heat Network and the capacity, resilience and reliability of the security of supply once the facility has been satisfactorily brought into use;

4.2 to engage constructively with the Owners to identify and explore the potential for the Development to be connected to the proposed Shoreham Heat Network, and to purchase heat generated at an off-site Energy Centre which the Council proposes to install to serve buildings, occupiers and users, and to meet anticipated space heating and hot water consumption requirements in the vicinity of the Development;

4.3 to engage constructively with the Owners to identify and explore the potential for heating plant installed during construction of the development to be retained and adopted by the Council, or its appointed Heat Network contractor(s), as an element of the proposed Shoreham Heat Network; and

4.4 to use due diligence in the preparation and negotiation of the heat connection and supply agreement such that the connection will not unreasonably delay the construction and/or occupation of the Development.

5 **Repayment of Contributions by the County Council**

The County Council covenants with the Owners as follows:

5.1 upon receipt of the County Contributions (or any part thereof) as paid to the County Council under this Agreement 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 for the purposes specified in this Agreement;

5.2 upon written request on or after 10 years of the date of receipt of the County Contributions (or any part thereof) to issue to the party that paid the said contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the County Contributions (or any part thereof) has been expended by the County Council;

5.3 if or to the extent that the County Contributions (or any parts thereof) shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the County Contributions, (or any part thereof) any unexpended part of the County Contributions (or any part thereof) together with compound interest on the unexpended part from the date of receipt by the County Contributions (or any part thereof) 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;

5.4 if at the end of the period referred to in paragraph 5.2 of this Schedule 5 the County Council shall have entered into a contract or other legally binding obligation to expend the County Contributions, or part thereof for the purposes specified then the County Council shall not be required to refund any part of the County 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 Contributions (or any part thereof) in the manner set out in paragraph 5.2 of this Schedule 5 and refund any

unexpended part of the County Contributions (or any part thereof)in the manner set out in paragraph 5.3 of this Schedule 5.

5.5 At the written request of either of the Owners the County Council shall provide within 10 Working Days written confirmation of the discharge of obligations contained in this Agreement when satisfied that the obligations have been performed.

Appendix 1

Plan

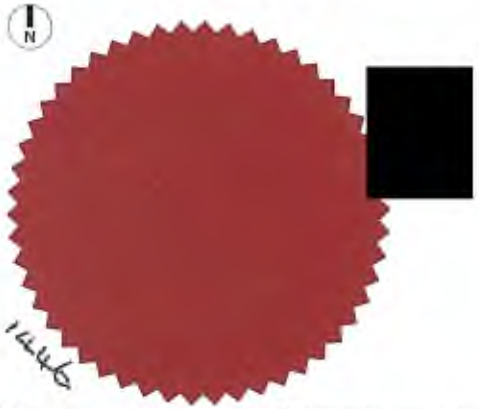
CDM 2015 Health & Safety Information

This information relates only to Significant Hazards identified on this drawing and is to be read in conjunction with the Designer's Hazard Register



Legend

- Second Owner's Land
- First Owner's Land



Client's Name
Hyde Housing Association & Easistore Ltd

Job Title
Kingston Wharf

Drawing Title
s106 Agreement Plan (scale 1:1250@A1)

Scale
1:1250 @ A1 / 1:2500 @ A3

Drawn	Checked	Date
SW	CJC	11.11.20

Job No	Drawing No	Rev
6670	PL_8140	B

Status
PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
B	13.11.20	Easistore title boundary amended	CJC	CJC
A	11.11.20	Preliminary Issue	SW	CJC

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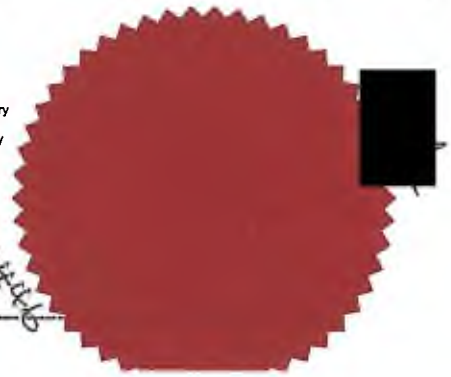
Appendix 2

Footpath Plan



Legend

- Commercial development boundary
- Residential development boundary
- Commercial Footpath
- Residential Footpath



Client's Name
Hyde Housing Association & Easistore Ltd

Job Title
Kingston Wharf

Drawing Title
Public Access
(scale 1:500@A1)

Scale
1:500 @ A1 / 1:1000 @ A3

Drawn: CJC | Checked: CB | Date: 11.11.20

Job No: 6670 | Drawing No: PL_8150 | Rev: B

Status
PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
B	11.11.20	Easistore site boundary amended	CJC	CJC
A	12.11.20	Preliminary issue	CJC	CB

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Appendix 3

Draft Nominations Agreement

DATED **201[ ]**

[ ]

and

[ ]

NOMINATIONS AGREEMENT

FOR

AFFORDABLE RENTED UNITS

LAND AT

[ ]

Legal Services

Ref:

THIS Deed is made the day of 201[ ]

BETWEEN

(1) [ ] an industrial and provident society with registration number [ ] whose registered office is at [ ] ("the Registered Provider")

and

(2) [ ] of [Insert address] ("the Council")

BACKGROUND

A The Council is the Local Housing Authority for the purposes of Part 1 of the Housing Act 1985 and the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) and by whom the terms, provisions and obligations created under this Deed are enforceable

B The Registered Provider is a registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 and National Planning Policy Framework (NPPF) and is registered under the Industrial and Provident Societies Act 1965 with the registered number [ ]

C [*The Registered Provider is the leasehold owner of the Land and applied to the Local Planning Authority to develop the Land pursuant to the Planning Permission*]. [*The Registered Provider is the freehold owner of the Land and applied to the Local Planning Authority to develop the Land pursuant to the Planning Permission*] [delete/amend as appropriate]. On [date] the Council's Planning Committee resolved to grant the Planning Permission subject to the completion of an agreement under Section 106 of the Town and Country Planning Act 1990 (as amended).

D On [ ] the agreement under Section 106 of the Town and Country Planning Act 1990 was entered into by the Registered Provider and the Council. The agreement required, inter alia, the provision of 100% of the Units on the Land be provided as Affordable Housing with the further detailed provisions to be agreed.

D The Registered Provider and Council now wish to enter into this Deed for the purpose of agreeing further detailed provisions of the Affordable Housing.

E The Registered Provider and Council will also enter a separate deed in respect of nominations rights for the supported housing units at the Development at [ ] pursuant to obligation to provide Affordable Housing on the Land as stated above at E.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Deed:

"Affordable Housing"	means subsidised housing available through a registered provider of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 (or other social landlord as the Deputy Chief Executive and Corporate Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market;
"**Choice Based Lettings Procedure**"	means the procedure agreed between the Council and the Registered Provider to administer lettings

	Schemes in the Council's area and set out in Schedule 2;
"the Council"	means the Council or any authority which may succeed its functions of enforcing the terms, provisions and obligations created under this Deed
"Development"	means the development of the Land in accordance with the Planning Permission;
Chief Executive or Director for Communities	means the Council's Deputy Chief Executive and person as the Council designates as undertaking this role;
"Homes England"	means the non-departmental government body that funds new affordable housing or such other successor body charged with similar functions
"Initial Lets"	means the first letting of each Rented Unit in accordance with the provisions of this Deed
"the Land"	means [ ] which is registered at the Land Registry under title number [ ]and is shown for identification purposes only outlined in red on the Plan
"Homemove Procedure"	means the procedure agreed with the [Council] and the Registered Provider to administer lettings schemes in Adur and Worthing and set out in Schedule 2;

"Nominated Contact"	means the Accommodation Team or such person as the Council designates as undertaking this role in relation to the Rented Units;
"Nomination List"	means a list prepared by the Council's Accommodation Team and sent to the Registered Provider of eligible persons wishing to take social tenancies of the Rented Units
"Nomination Notice"	means a written notice given by the Council to the Registered Provider which shall include the name and address of the Nominee for a Rented Unit and where available, the Nominee's contact telephone number
"Nomination Period"	means the period of 60 years from the date of either the Initial Let of the last of the Rented Units
"Nominations Procedure"	means the procedure for nominations of the Rented Units set out in Schedule 2 and Schedule 4 of this Deed
"Nomination Rights"	shall mean the rights granted by the Registered Provider to the Council to nominate tenants to the Rented Units as set out in this Deed
"Nominee"	means a person named in either a Nomination Notice or a Nomination List
"Occupation"	means the occupation of the individual Unit referred to in the relevant clause for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to

	security operations and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the plan attached to this Deed at Annex 1
"Planning Permission"	means the permission granted by the Council to develop the Land on [date] and given reference number [ ]
"Practical Completion"	means a certificate or statement by the Surveyor appointed by the Registered Provider for that purpose that all Rented Units comprised within the development are completed and ready for residential Occupation
"Property"	means the land edged in red on the plan attached hereto owned by the Registered Provider
"the Registered Provider"	means XXXX Housing Limited which is a registered provider of social housing as defined in Section 80 of the Housing & Regeneration Act 2008 and registered under the Industrial and Provident Societies Act 1965 and includes its successors in title and is the owner of the Land;
"Rented Units"	means the units which shall be provided by the Registered Provider as Affordable Housing rented to a Nominee at no more than 80% of the local market rent inclusive of service charge or other level as determined by the Local Housing Allowance - whichever is the lowest in accordance with Schedules 1 and 2 and the provisions of this Deed;

"Scheme"	means the development on the Land of the pursuant to the Planning Permission and the subsequent management and administration by the Registered Provider of the development
"Tenancy Agreement"	means a starter tenancy followed by a tenancy outlined in the Registered Provider's tenancy policy in a form prepared by the Registered Provider and containing terms which accord with relevant law and the guidance on housing management issued from time to time by Adur and Worthing Councils and Homes England (and which for the avoidance of doubt shall include a demoted tenancy under the Anti-Social Behaviour Act 2003 or any amended or substituted legislation) and "Tenant" means a tenant under such an agreement;
"Units"	means the [ ] units of Affordable Housing being provided in accordance with Planning Permission comprising of, [ ] rented units
"Void Notification"	means a written notice given by the Registered Provider to the Council giving the address of the Rented Unit and the date it will be available for letting, such written notice to be given in the form attached at Schedule 3
"Void"	means a Rented Unit which is vacant as a result of a void defined in Part I of Schedule 5 but excluding one therein defined under the heading "Definition of Non-True Void" in Part II of Schedule 5

"Working Day"	means any day Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank or public holiday

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships

1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed

1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

1.7 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 the successors to the Council's respective functions

1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Registered Provider under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

1.9 Without prejudice to the terms of any other provision contained in this Deed the Registered Provider shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Registered Provider arising under this Deed.

2. Statutory Provisions

2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000, to the intent that it will bind the Registered Provider and their successors in title to the Land.

2.2 The covenants, restrictions and requirements imposed upon the Registered Provider under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as the Local Planning Authority against the Owner without limit of time

3. **The Registered Provider Obligations**

3.1 The Registered Provider undertakes that it will provide for the Nomination Period the Units in accordance with the scheme details as set out in Schedule 1.

3.2 Subject to the terms of this Deed, the Registered Provider shall provide the Units only to Nominees with the intention of providing low cost housing accommodation pursuant to the terms of this Deed.

3.3 The Registered Provider shall minimise periods where the Rented Units are Void and advise the Nominated Contact of forthcoming Voids without delay using the Void Notification

4. **Nomination Rights**

4.1 The Registered Providers shall for the duration of the Nomination Period in accordance with Schedule 1 grant to the Council the right to nominate:

4.1.1. the Tenants of 100% of the Rented Units on Initial Lets; and

4.1.2. the tenants of 75% of all Rented Units on subsequent lets.

4.2 The Registered Provider shall on the Initial Lets rent each of the Rented Units under a Tenancy Agreement to a Nominee of the Council.

5. The Council's Nominations for Rented Units

5.1 The parties agree that the Choice Based Lettings as attached at Schedule 2 or any subsequent Allocations and Letting Policy shall apply to the nomination of persons in respect of the Rented Units. In the event that the Choice Based Lettings Procedure is abolished at any time in the future or otherwise both parties agree in writing the following nomination procedure shall apply:

5.1.1 Upon each Rented Unit becoming vacant and in the event the Council has the right to nominate the occupant in accordance with this Deed the Registered Provider shall serve on the Council a Void Notification.

5.1.2 Within three (3) Working Days of receipt of the Void Notification referred to in clause 5.1.1 the Council shall provide the Registered Provider with Nomination Notices in respect of up to five (5) Nominees it considers suitable in relation to each Rented Unit.

5.1.3 Upon receipt of the Nomination Notices referred to in clause 5.1.2 the Registered Provider shall offer a Tenancy Agreement to the named Nominees in such priority order as the Council may specify, save for those nominees who are excluded from being offered a tenancy agreement, as outlined in the Registered Provider's lettings policy. Such offer shall be made as soon as soon as possible acting reasonably, properly and without delay.

5.2 If by default a Nominee fails to respond to an offer letter or fails to sign a Tenancy Agreement within three (3) Working Days of viewing the relevant Rented Unit or being offered a Tenancy Agreement (whichever is the later) such Nominee shall be deemed to have rejected the Registered Provider's offer .

5.3 If a Nominee fails to respond to an offer letter or fails to sign a Tenancy Agreement in accordance with clause 5.2 then the Registered Provider shall offer the Rented Unit to the Nominee next in the priority list provided by the Council in accordance with 5.1.2 and if all of the Nominees reject the Registered Provider's offer the Registered Provider shall seek further Nominees for the Rented Unit using the process set out in 5.1.

6. The Council's Obligations

The Council agrees with the Registered Provider that it will use all reasonable efforts including without limitation sending where required a Nomination List to the Registered Provider and will comply with the Nominations Procedure to enable the Registered Provider to comply with its obligations hereunder

7. Voids

7.1 The Registered Provider shall monitor the number of Voids during each financial year (1st April to 31 March) commencing from the date of the last vacant Rented Unit being fully let in order to ensure that it complies with obligations under clause 4 and shall advise the Council in quarterly intervals of such progress

8.2 Upon receiving notice of a Void the Registered Provider shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Registered Provider's obligations under clause 4 and the provisions of clause 5 will be followed in respect of such Rented Unit in the event that the Registered Provider so determines

9. Details of Tenancy Agreements

9.1 The Registered Provider shall supply to the Council in writing within 5 Working Days of an offer of a Rented Unit being accepted or rejected by a Nominee:-

9.1.1 full details of the offer of a Tenancy Agreement made by the Registered Provider to a Nominee; and

9.1.2 full details of the reason for not making any offer if applicable; and

9.1.3 full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection

9.1.4 full details of the Registered Provider's response to complaints or inquiries made by a Nominee as to why they have not been made an offer or have been rejected by the Registered Provider

10. Assessment of Prospective Tenants

10.1 The Registered Provider shall not be obliged to offer a Tenancy Agreement to a Nominee unless satisfied that the Nominee is a person who falls within the category of persons it is appropriate for the Registered Provider to house in accordance with relevant legislation in force from time to time and for the

avoidance of doubt the Registered Provider shall be entitled to reject a Nominee in circumstances including:

10.1.1 the Rented Unit is unsuitable for the Nominee on medical grounds.

10.1.2 the Rented Unit is too small or too large for the Nominee and his/her family

10.2 For the avoidance of doubt, if the Registered Provider considers that a Nominee would not normally be housed under its letting and allocations policy, such policy being compliant with all relevant laws; it shall advise the Nominated Contact of its decision and the reason for the decision and seek further Nominees in accordance with clause 5 as soon as possible

11. The Registered Provider's Covenants

11.1 The Registered Provider covenants with the Council:

11.1.1 Upon completion of this Deed to supply to the Council full details of its lettings and allocations policy and shall consult with the Council of in relation to any proposed changes in such lettings and allocations policy.

11.1.2 at all times to use reasonable endeavours to ensure that the rents for the Rented Units are within the financial reach of low income households and others in housing need provided that rents in accordance with Adur and Worthing Councils and the Regulator of Social Housing guidelines will not be a breach of this covenant.

12. Fitness for Occupation

12.1 In the event that any or all of the Units are rendered unfit for occupation and use by any reason the Registered Provider may serve notice upon the Council stating:

12.1.1 the address of the Unit considered unfit for occupation; and

12.1.2 the detailed reason why the Unit is considered unfit for occupation; and

12.1.3 the date the Unit shall again be available for occupation by a Nominee

12.2 The Registered Provider shall use reasonable endeavours to promptly render fit for occupation and use all Units.

12.3 For the avoidance of doubt no damage or destruction of the Units or any part shall affect the liability of the Registered Provider to comply with its obligations under this Deed PROVIDED HOWEVER the obligations of the Registered Provider under this Deed shall be suspended for the period commencing the date of the damage or destruction and ending on the date the Units are rendered fit for occupation and use.

13. Assignments of Obligations

13.1 The Registered Provider may assign its obligations hereunder ("the Assignment") in respect of all or any number of the Rented Units to a registered provider of social housing registered with the GLA and the Regulator of Social Housing under the Housing Act 1996 (as amended) or a non profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008 and also a signatory to the Council's Compact with approved registered social landlords and (provided that written notice has been given to the Council within twenty Working Days of the Assignment and the assignee has entered into a direct covenant with the Council to comply with the provisions of this Deed in respect of the Rented Units to which the Assignment relates) the Registered Provider shall be released from its obligations to the Council under this Deed with effect from the date of the Assignment in respect of those Rented Units which are the subject of the Assignment.

13.2 For the avoidance of doubt any such Assignment made pursuant to the provisions of clause 13.1 above must be for all intents and purposes to an

organisation which shall have an established track record of managing properties effectively and is acceptable and suitable to the Council acting reasonably and properly and without delay in so far as the organisation's ability to manage properties within the Borough is in evidence at the time of Assignment.

14. Service of Notices

Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or such other address notified in writing by one party to the other as being the address for service of the relevant party for the purposes of this Deed and any notice shall have been deemed to have been served two Working Days after posting

15. Arbitration

In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed (but excluding any dispute arising between the parties in relation to the nomination procedure set out in Schedule 4 which shall be dealt with in accordance with paragraph 6 of Schedule 4) any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1950 and 1996,or any statutory re-enactment modification for the time being in force. The decision of the arbitrator shall be final and binding on the parties to this Deed.

16. Disposal of the Units

Save as provided for in clauses 13.1 and 17 in respect of the Rented Units the Registered Provider shall not during the Nomination Period:

16.1 sell or otherwise dispose (except by way of legal charge or mortgage) of the Rented Units; or

16.2 materially limit its ability to perform its obligations under this Deed by dealing except by way of legal charge or mortgage with the Land (other than by letting Rented Units to individual tenants under a Tenancy Agreement); or

16.3 make any application to the Homes England and GLA for approval to sell or dispose of (except by way of legal charge or mortgage) any part of the Rented Units

17. Deed Ceasing to Apply

For the avoidance of doubt the Nomination Rights and the obligations contained herein shall cease to apply to any part of the Rented Units where the Registered Provider shall be required to:

17.1 dispose of any Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or

17.2 sell to a tenant any Units with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation

18. Non-Enforceability of Deed

The obligations contained in this Deed shall not be binding on or be enforceable against:-

18.1 a mortgagee or chargee or receiver appointed by a mortgagee or chargee of a registered provider of social housing or any manager (including an administrative receiver) appointed by such mortgagee or chargee or any person deriving title directly or indirectly therefrom or any successors in title therefrom and such mortgagee or chargee or its receiver or manager shall be entitled to dispose of the Land or relevant part thereof the subject of the mortgage or charge discharged from the provisions of this Deed which shall forever be extinguished.

18.2 a tenant of a Rented Unit who has exercised a right to buy under Part V of the Housing Act 1985 or a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable.

18.3 a tenant of a Rented Unit who has exercised the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation.

18.4 the individual owners or occupiers of the Units and in all cases all successors in title and assignees of and persons deriving title from such persons in 18.1, 18.2 or 18.3 above.

19. Ceasing to be Liable

No person shall be liable for any breaches of the obligations contained in this Deed after having parted with its interest in the relevant Unit(s) but without prejudice to any liability of such person for any breach prior to parting with such interest.

20. Termination

The Registered Provider's obligations under this Deed shall otherwise cease upon the expiry of the Nomination Period.

21. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

22. Costs

The Registered Provider hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed in the sum of [£].

23. DATA PROTECTION

23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause [23.1] is in addition to, and does not relieve, remove or

replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

EXECUTED AS A DEED BY
affixing the **COMMON SEAL** of
[ ]
in the presence of:

Member of the Council

Authorised Officer

EXECUTED AS A DEED BY)
affixing the **COMMON SEAL** of)
[ ])
in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

SCHEDULE 1
SCHEME DETAILS

Size and Tenure of Units

No. of units	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Affordable Rent						
Flexible Home Ownership						
Total						

Nominations Rights Required

Tenure	Rented Units	Rent to Homebuy/Shared Ownership	Other (specify)
Initial Lets %			
Subsequent Lets %			

SCHEDULE 2

CHOICE BASED LETTINGS PROCEDURE

Procedure for Registered Provider nominations through the Choice Based Lettings Procedure and Sussex Homemove Advertising and Bidding website

The Registered Provider prepares the advert. The Registered Provider will provide information regarding any unique selling points in order to make the void advert as informative as possible for bidders such as level access/sustainability for adaptations, proximity to shops, transport, schools, large rooms, new build etc.

At least six weeks before anticipated handover the Registered Provider will place the advert on **Homemove website (or any subsequent systems that replaces Homemove)** under the appropriate authority banner - either Adur or Worthing - to be published in accordance with the following deadlines. The adverts are currently issued fortnightly and can be downloaded from the **Homemove** website. The deadline for inclusion in the free sheet is 12 p.m. every other Tuesday and the advert will appear the following Thursday. Shortlists are normally available 24hours after bidding closes

Provided the information supplied by the Registered Provider is accurate, a void property will need to be advertised once; on an occasional basis, in consultation with the Registered Provider, a property that is not let may be re-advertised. The Council will send a shortlist of verified Nominees to the Registered Provider who will contact the Nominees and arrange viewings. If there are no bidders or if the property is incurring a void loss the Council will provide a direct nomination or re-advertise.

If the Council fails to provide a direct nomination within 5 working days the Registered Provider may take back the unit (and *not* owe the Council),
Where a Council is enforcing an offer, the void will not have to be held for longer than 5 Working Days after the Registered Provider has notified the Council of a refusal.

With respect to verification of the Nominees, the Registered Provider shall request verifications from the Council for any Nominees and the Council shall within three (3) Working Days verify such Nominees by confirming that the Nominees are appropriate for the relevant Rented Unit and that their rent accounts are up-to-date..

If offers or invitations to view the Rented Units is sent out before such verification of the Nominees has been completed then any such offer letter to the Nominee in respect of the Rented Units shall contain a clear and unequivocal statement that the offer is subject to the Nominee satisfying the Registered Provider's and the Council's verification procedure.

If the Nominee has not been verified by the Council (as per the above procedure) after three (3) Working Days then the Nominee can be rejected by the Registered Provider and advised to contact the Council. The Registered Provider will not accept Nominees without first having been properly verified and the Registered Provider may re-let the Rented Units outside of this arrangement if such verification of any Nominee is not provided within the said three (3) Working Days.

If the first Nominee refuses, the Registered Provider will work their way down the shortlist until the Rented Unit is accepted. The Council must provide verifications upon written request within 72 hours of asking for the verification as per **Homemove** guidelines. In cases where the Registered Provider will incur a void loss due to hard to let Rented Units the Council will provide a direct nomination to speed up the allocation.

The Registered Provider must inform the Council of proposed tenancy commencement dates not later than 5 Working Day from the sign up.

The Registered Provider shall provide a copy of the first lets report to the council.

The Registered Provider shall provide a list of residents occupying the Registered Providers Rented Units under the scheme, who have Protected Characteristics as defined by the Equality Act 2011.

SCHEDULE 3

PART I

Definition of a True Void

1. Voids within new build/newly rehabilitated schemes or newly acquired properties

2. Voids created through tenant transfer to another borough or a district Council where no reciprocal arrangements exist

3. Voids created through tenant moves to other landlords property where no reciprocal arrangement exist

4. Voids created by the death of a tenant where there is no statutory right to succession

5. Voids created by tenants buying their own property in the private sector

6. Voids created by eviction or abandonment of property

7. Voids created by a permanent decant returning to former home

PART II

Definition of a Non-True Void

1. Voids created by a temporary decant moving to a temporary home

2. Voids created through tenant transfer within the Registered Provider stock

3. Voids created through rehousing via the Registered Provider "HOMES" Scheme

4. Voids created through tenant transfer to another borough or district where reciprocal arrangements exist

5. Voids created through tenant moves to other landlords property where reciprocal arrangements exist

SCHEDULE 4

VOID NOTIFICATION TO [Council]

Please complete this form fully

NAME OF REGISTERED PROVIDER	
Property address & post code	
Void date	
Ready to view date	
Date returned from repairs	
Comments:	

PROPERTY SOURCE		PROPERTY TYPE	
New build		A. House	
Rehab		B. Flat/Studio	
New Let		C. Maisonette	
Relet		D. Bungalow	
Homebuy		E. Over 50 flat	
Conversion		H. Sheltered flat	
		W. Wheelchair	
		X. Mobility	

3)PROPERTY DETAILS		4) ADDITIONAL PROPERTY DETAILS	
No. of single bedrooms (50-69.9 sq ft):		Does the property have any of the following features?	
No. of double bedrooms (70 sq ft +)		***If yes please complete the list below***	
Total number of bedrooms:		Level access to the front door or a ramp	
Max Person Occupancy:		Level access shower	
Floor property on		Closomat WC	
Lift available		Adapted kitchen	
Number of internal steps in dwelling		Ceiling/wall track hoist	
Number of external steps to front door (excluding steps accessed by lift)		Disabled entry phone	
Shops within 500 metres		Other substantial adaptations	
Heating Type: Central/Storage		Stairlift	
Garden Type: Private/Shared/Communal		Through floor lift	
Parking: private/on street/none		Comments/ further information (e.g. Special Characteristics and suitability)	
Pets Allowed			
Net Rent (per week)			
Additional Charges (per week)			

Form sent by: Date:

Name of contact for further information Phone No:

ANNEX 1
THE PLAN

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

EXECUTED AS A DEED BY
affixing the COMMON SEAL of

in the presence of:

Member of the Council.....

Authorised Officer.....

SIGNED AS A DEED BY)
affixing the COMMON SEAL of)
)
in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

Appendix 4

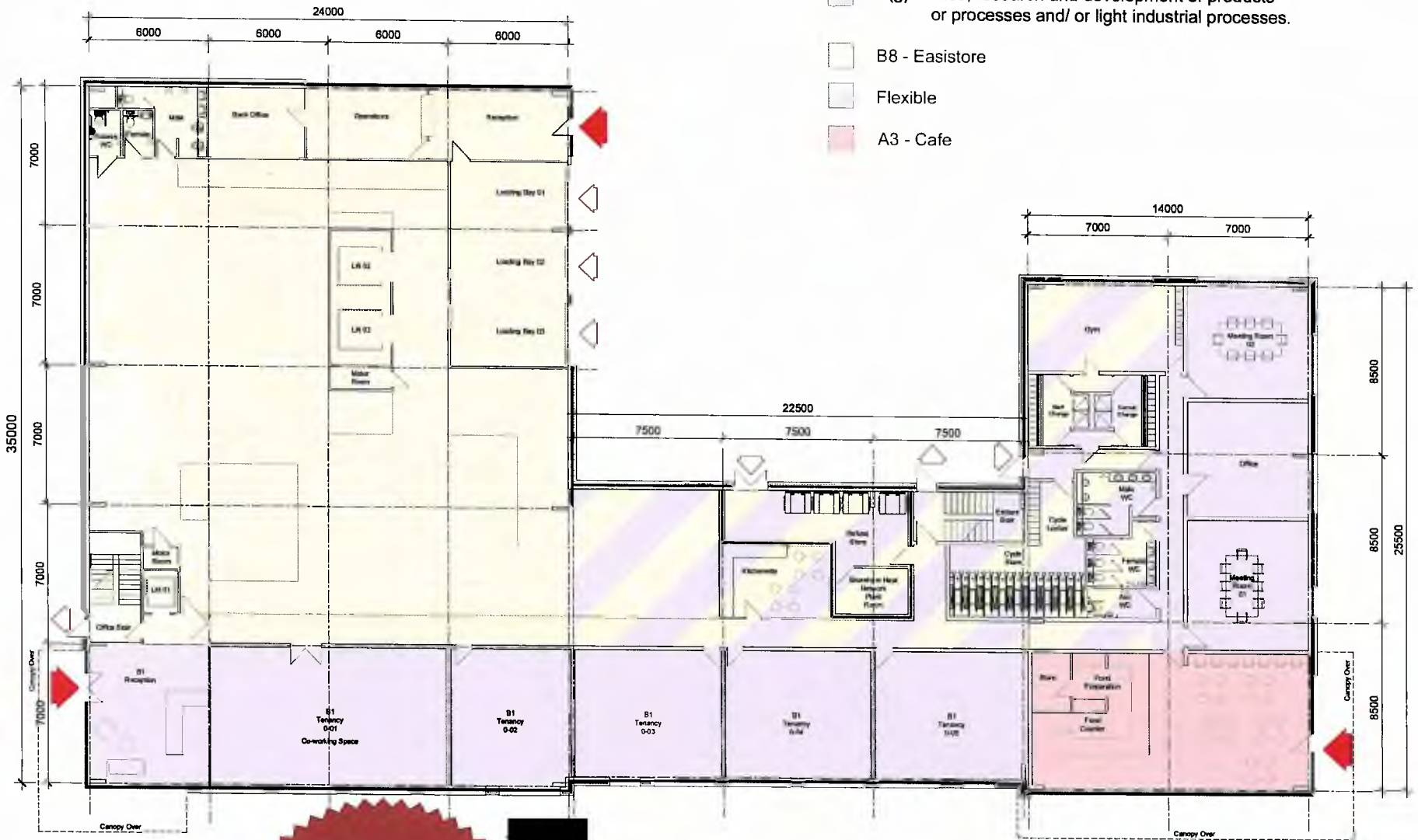
Flexible Floorspace

CDM 2015 Health & Safety Information

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 00

Scale 1:100 @ A1

Main Entrance

Goods Entrance/Fire Exit

1444

Client's Name	Easistore Ltd
Job Title	Kingston Wharf Enterprise Centre
Drawing Title	Proposed GA PLan Level 00
Scale	1:100 @ A1 / 1:200 @ A3
Drawn	CJC
Checked	CB
Date	01.10.20
Job No	6670
Drawing No	PL - 8000
Rev	K
Status	PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
K	21.01.21	Update to change in B1 Use Class to E(g)	CJC	CB
J	09.10.20	Revised to client comment 08.10.20	CJC	CB

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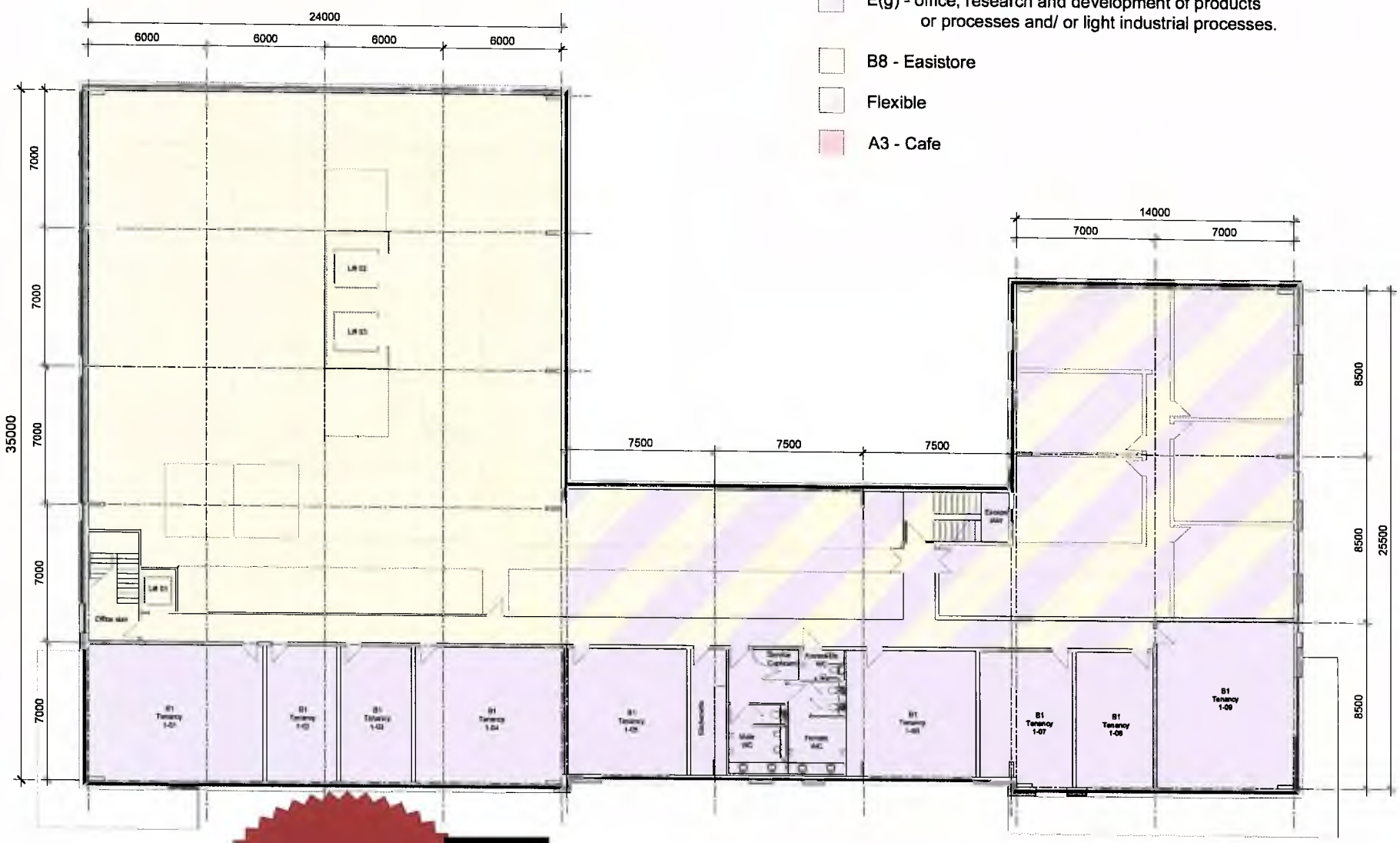
Bristol: Westworks, St. Nicholas House, 31-34 High Street, Bristol, BS1 2AW
T 0117 316 9357 E bristol@ecearchitecture.com

CDM 2015 Health & Safety Information

The information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 01

Scale 1:100 @ A1

[redacted]

Client's Name: Easistore Ltd	Drawing Title: Proposed GA PLan Level 01	Drawn: CJC	Checked: CB	Date: 01.10.20
Job No: Kingston Wharf Enterprise Centre	Scale: 1:100 @ A1 / 1:200 @ A3	Job No: 6670	Drawing No: PL - 8001	Rev: H
		Status: APPROVAL		

Rev	Date	Revision Details	Dr	Ch
H	21.01.21	Update to change in B1 Use Class to E(g)	CJC	CB
G	09.10.20	Revised to client comment 08.10.20	CJC	CB

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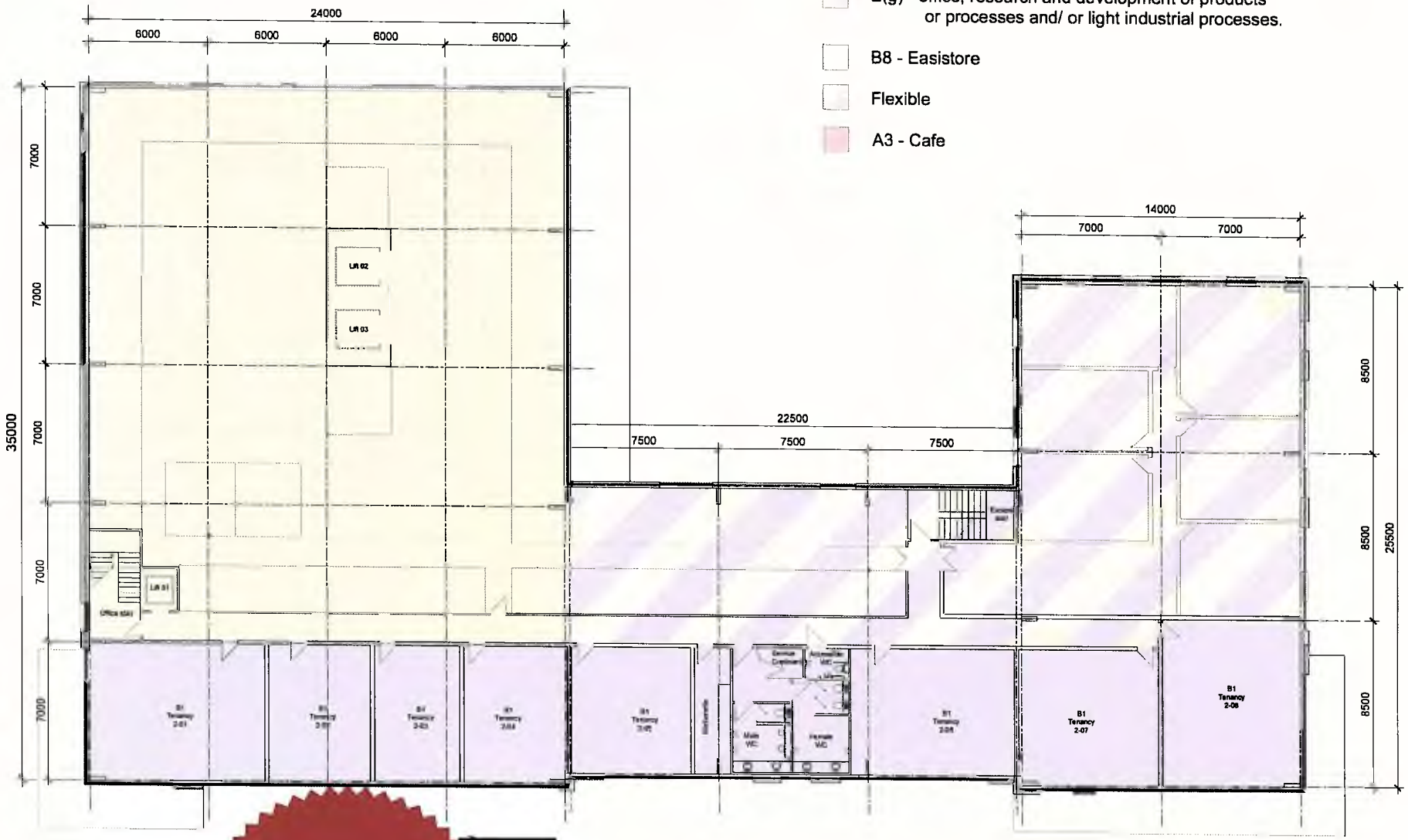
CDM 2015 Health & Safety Information

The information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 02

Scale 1:100 @ A1

Client's Name: Easistore Ltd	Drawing: Proposed GA PLan Level 02	Drawn: CJC	Checked: CB	Date: 20.11.18
Job Title: Kingston Wharf Enterprise Centre	Scale: 1:100 @ A1 / 1:200 @ A3	Job No: 6670	Drawing No: PL - 8002	Rev: H
		Status: APPROVAL		

Rev	Date	Revision Details	Dr	Ch
H	21.01.21	Update to change in B1 Use Class to E(g)	CJC	CB
G	09.10.20	Revised to client comment 06.10.20	CJC	CB

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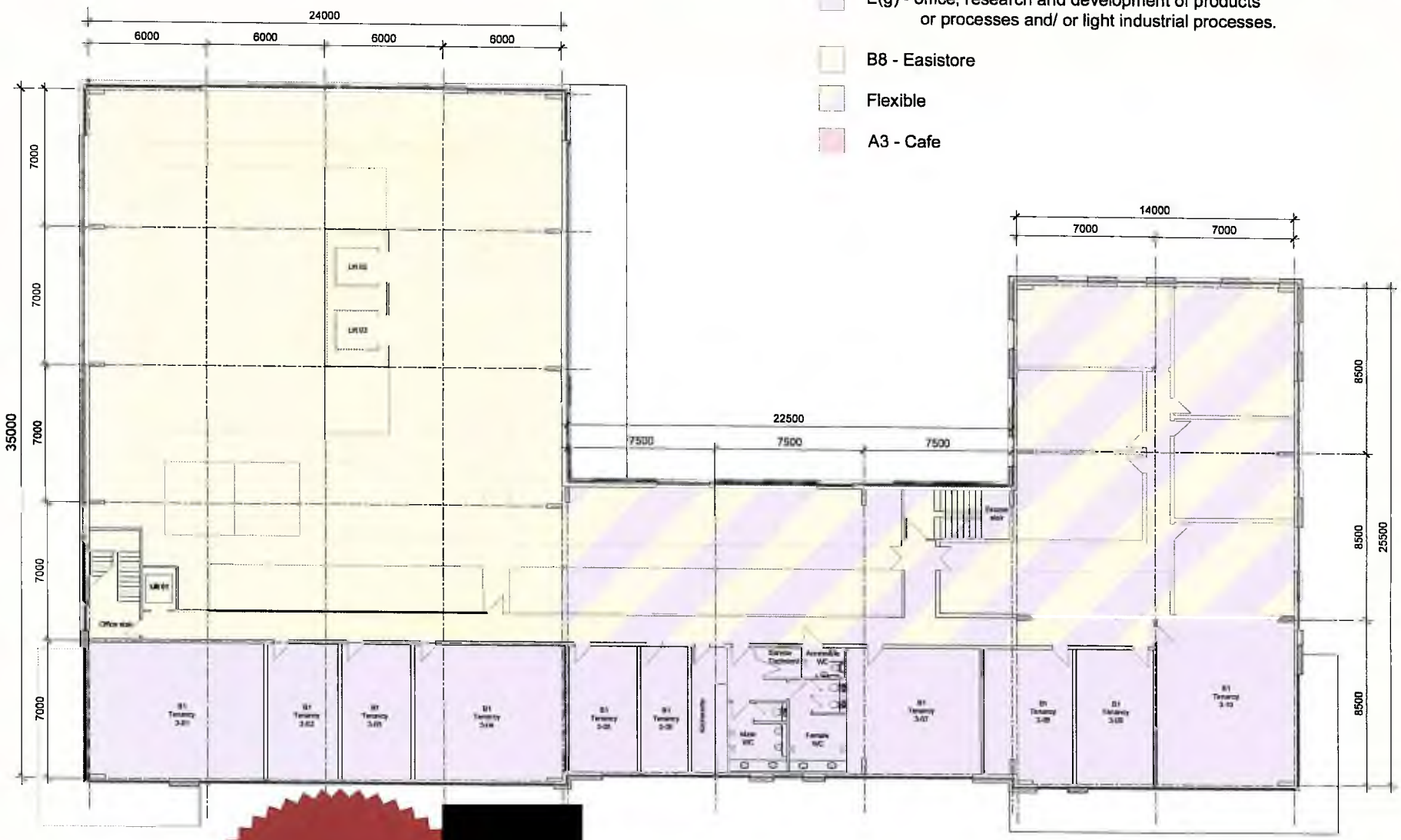
CDM 2015 Health & Safety Information

The information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 03

Scale 1:100 @ A1

Client's Name: Easistore Ltd	Drawing Title: Proposed GA PLan Level 03	Drawn: CJC	Checked: CB	Date: 20.11.18
Job Title: Kingston Wharf Enterprise Centre	Scale: 1:100 @ A1 / 1:200 @ A3	Drawing No: 6670 PL - 8003	Rev: H
		Status: APPROVAL	

Rev	Date	Revision Details	By	Ch
H	21.01.21	Updates to change in B1 Use Class to E(g)	CJC	CB
G	08.10.20	Revised to client comment 08.10.20	CJC	CB

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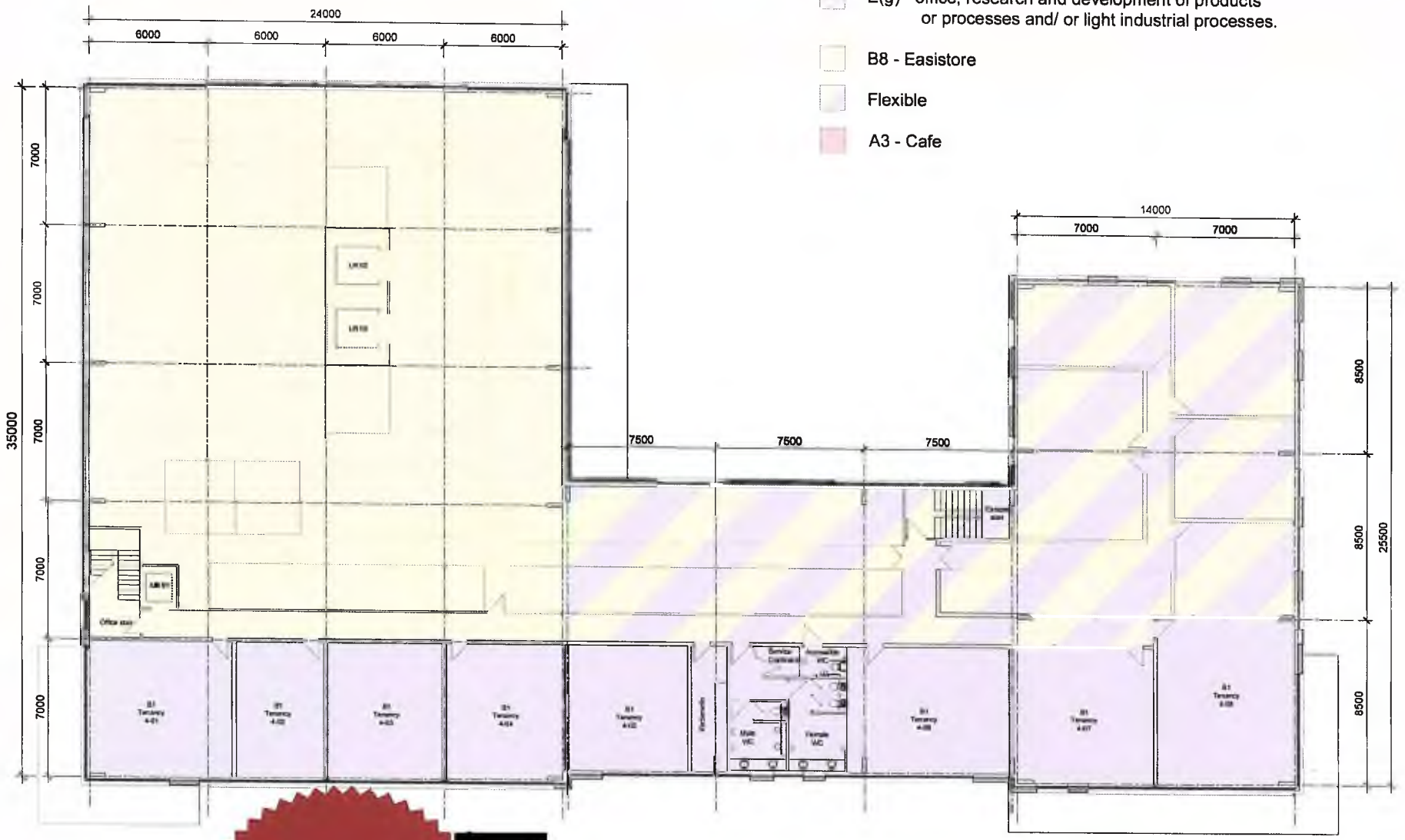
CDM 2015 Health & Safety Information

The information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 04

Scale 1:100 @ A1

Client's Name: Easistore Ltd	Drawing Title: Proposed GA PLan Level 04	Drawn: CJC	Checked: CB	Date: 20.11.18
Job Title: Kingston Wharf Enterprise Centre	Scale: 1:100 @ A1 / 1:200 @ A3	Job No: 6670	Drawing No: PL - 8004	Rev: H
		Status: APPROVAL		

Rev	Date	Revision Details	
H	21.01.21	Update to change in B1 Use Class to E(g)	CJC CB
G	09.10.20	Revised to client comment 08.10.20	CJC CB

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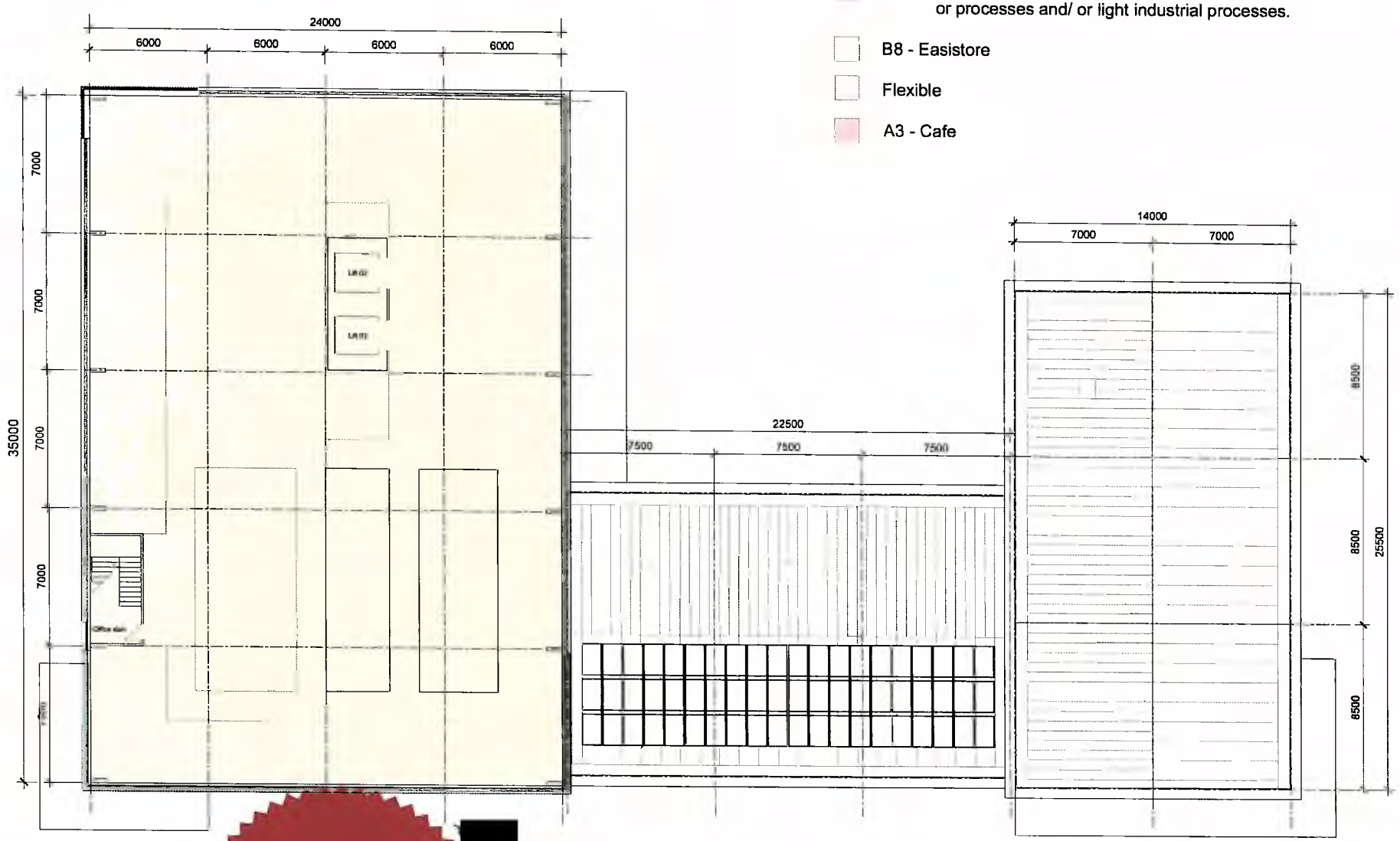
Bristol: Weyhecke, St. Nicholas House, 31-34 High Street, Bristol, BS1 2AW
T 0117 315 8557 E bristol@ecearchitecture.com

CDM 2015 Health & Safety Information

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register

Legend

- E(g) - office, research and development of products or processes and/ or light industrial processes.
- B8 - Easistore
- Flexible
- A3 - Cafe



GA Plan - Level 05

Scale 1:100 @ A1

Client's Name	Easistore Ltd
Job Title	Kingston Wharf Enterprise Centre
Drawing Title	Proposed GA PLan Level 05
Scale	1:100 @ A1 / 1:200 @ A3
Drawn	CJC
Checked	CB
Date	20 11.18
Job No	6670
Drawing No	PL - 8005
Rev	F
Status	PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
F	21.01.21	Update to change in B1 Use Class to E(g)	CJC	CB
E	13.12.19		CJC	CB

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Appendix 5

2020 Transfer Plan

HM Land Registry
Current title plan

Title number **WSX338018**
Ordnance Survey map reference **TQ2305SW**
Scale **1:1250**
Administrative area **West Sussex : Adur**



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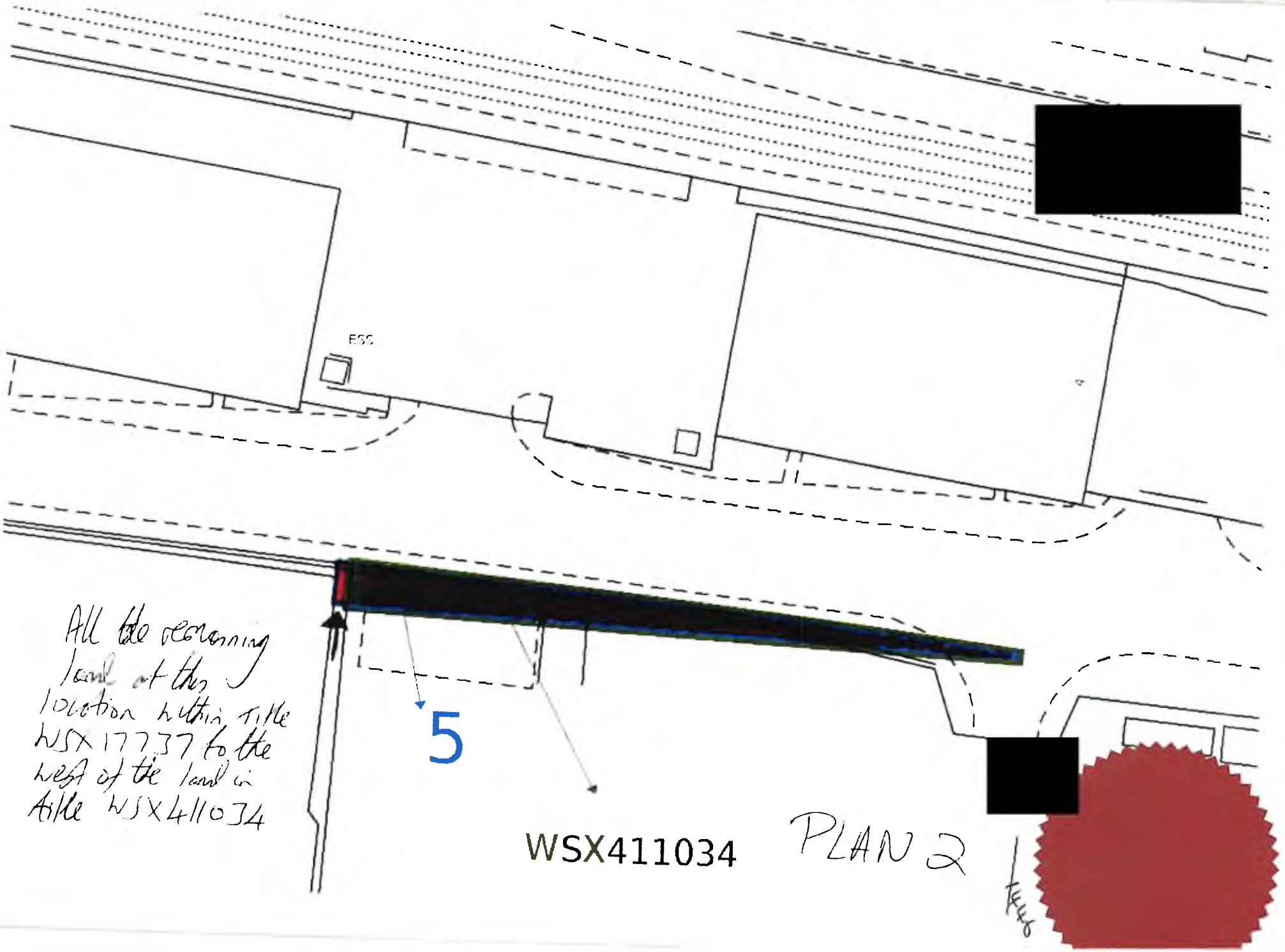
All the remaining land of this location within Title WSX 338018 to west of the land in Title WSX416550

[redacted]

PLAN 1


ESC
All the remaining land at the location within Title WSX17737 to the west of the land in title WSX411034
5
WSX411034
PLAN 2

executed as a Agreement by affixing the)
Common Seal of **Adur District Council**)
in the presence of:)

[redacted]

Authorised Signatory

executed as a Agreement by affixing the)
Common Seal of **West Sussex County Council**)
in the presence of:)

Authorised Signatory

executed as a Agreement by)
Hyde New Build Limited)
acting by one director in the)
presence of a witness:)

Director

Witness name:

Witness address:

executed as a Agreement by)
Easistore Holdings Limited)
acting by two directors)
or a director and a secretary:)

Director

Director/Secretary

executed as a Agreement by)
Lloyds Bank PLC)
acting by [under a power of attorney dated [ )
])
in the presence of a witness:]]:)

Witness name:

Witness address: