DATED 5TH FEBRUARY 2009

WORTHING BOROUGH COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

BELLWINCH HOMES LIMITED

AGREEMENT

made pursuant to

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

in respect of land at Eirene Road, Eirene Avenue and Sea Place Worthing

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Bates NVH
44 Essex Street
London WC2R 3JF

002625
Doc. 56763

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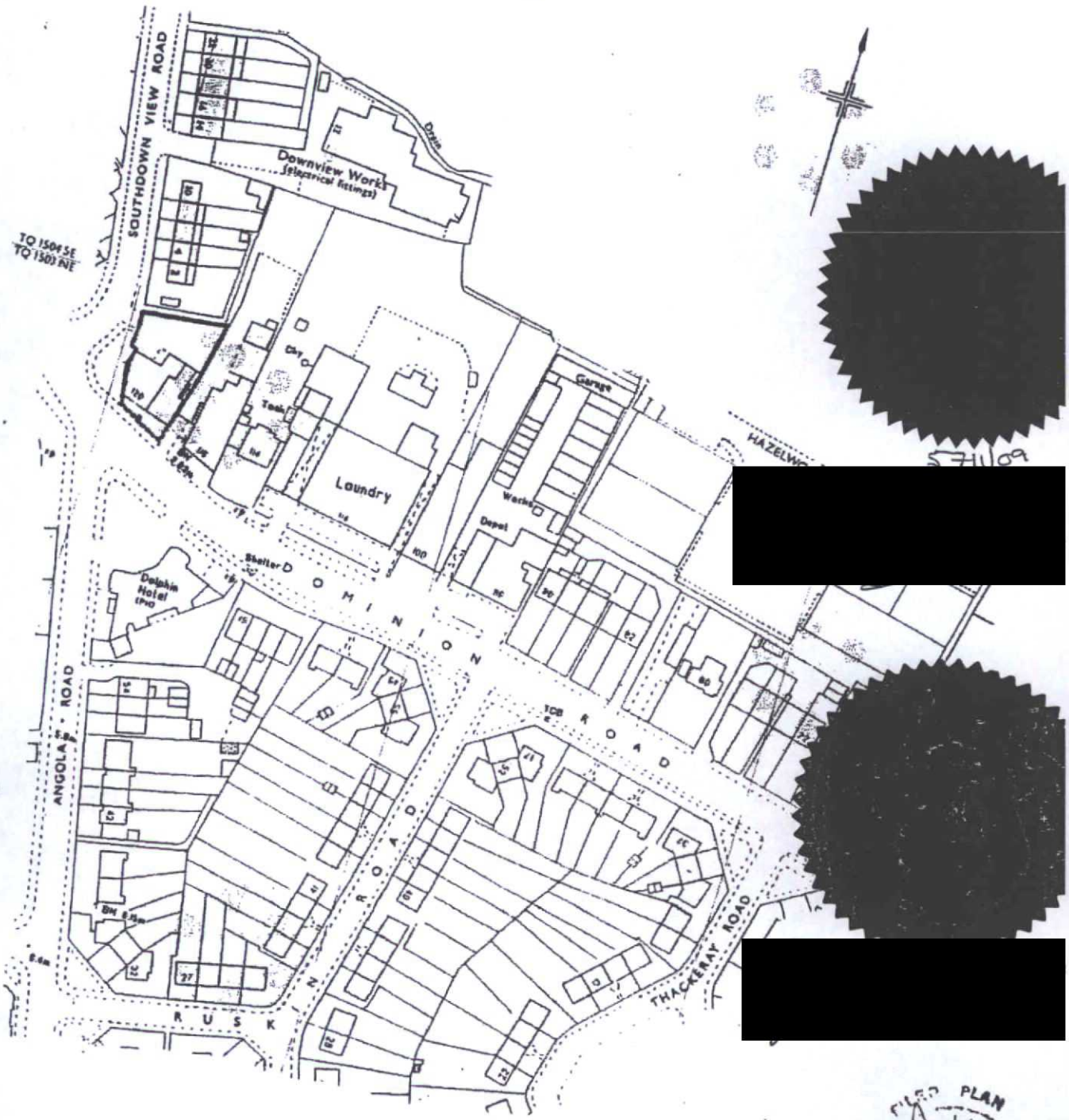
H.M. LAND REGISTRY

TITLE NUMBER	
WSX 190814	

ORDNANCE SURVEY PLAN REFERENCE	TQ 1503	SECTION H	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT WORTHING		© Crown copyright 1984



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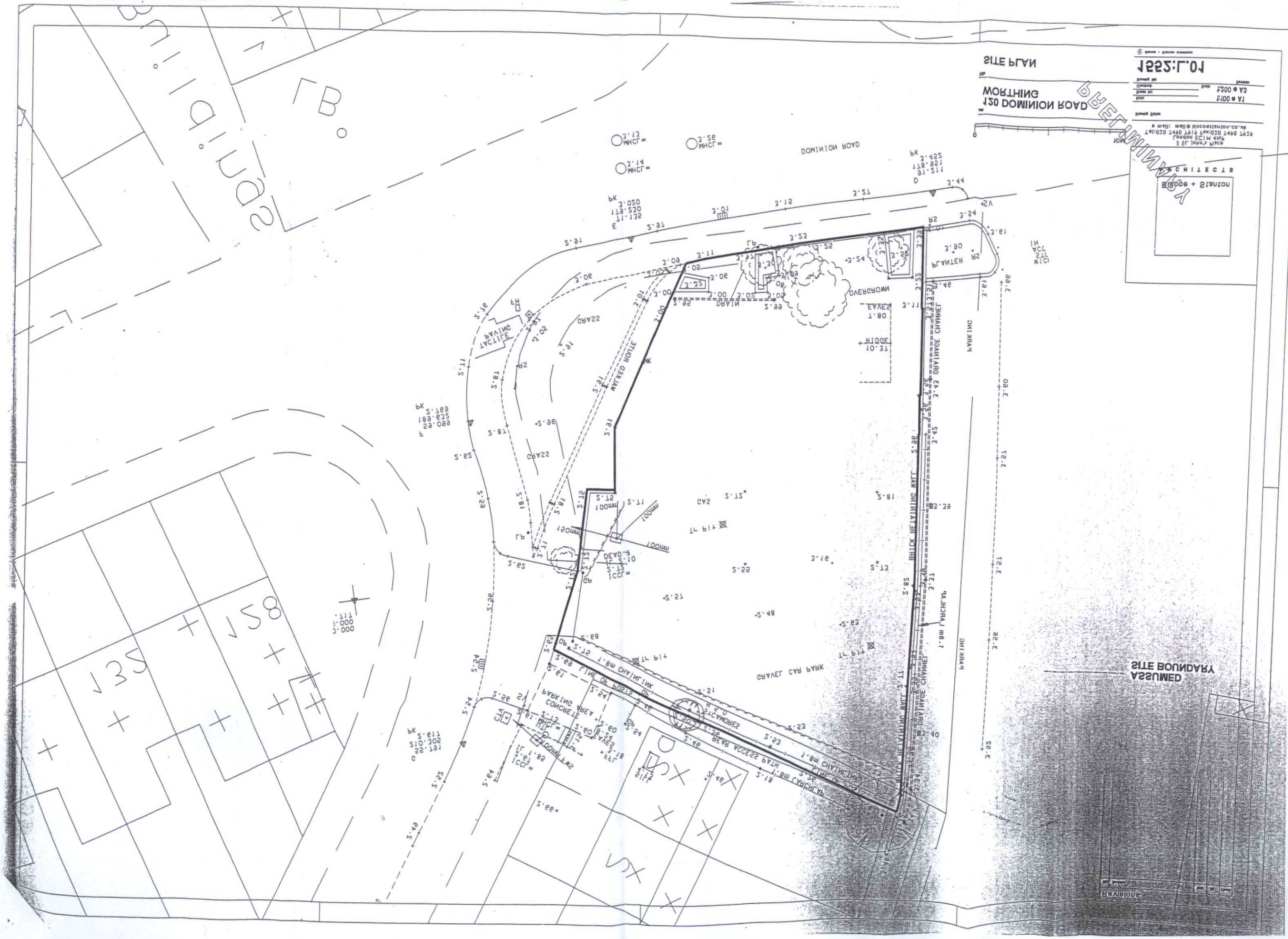
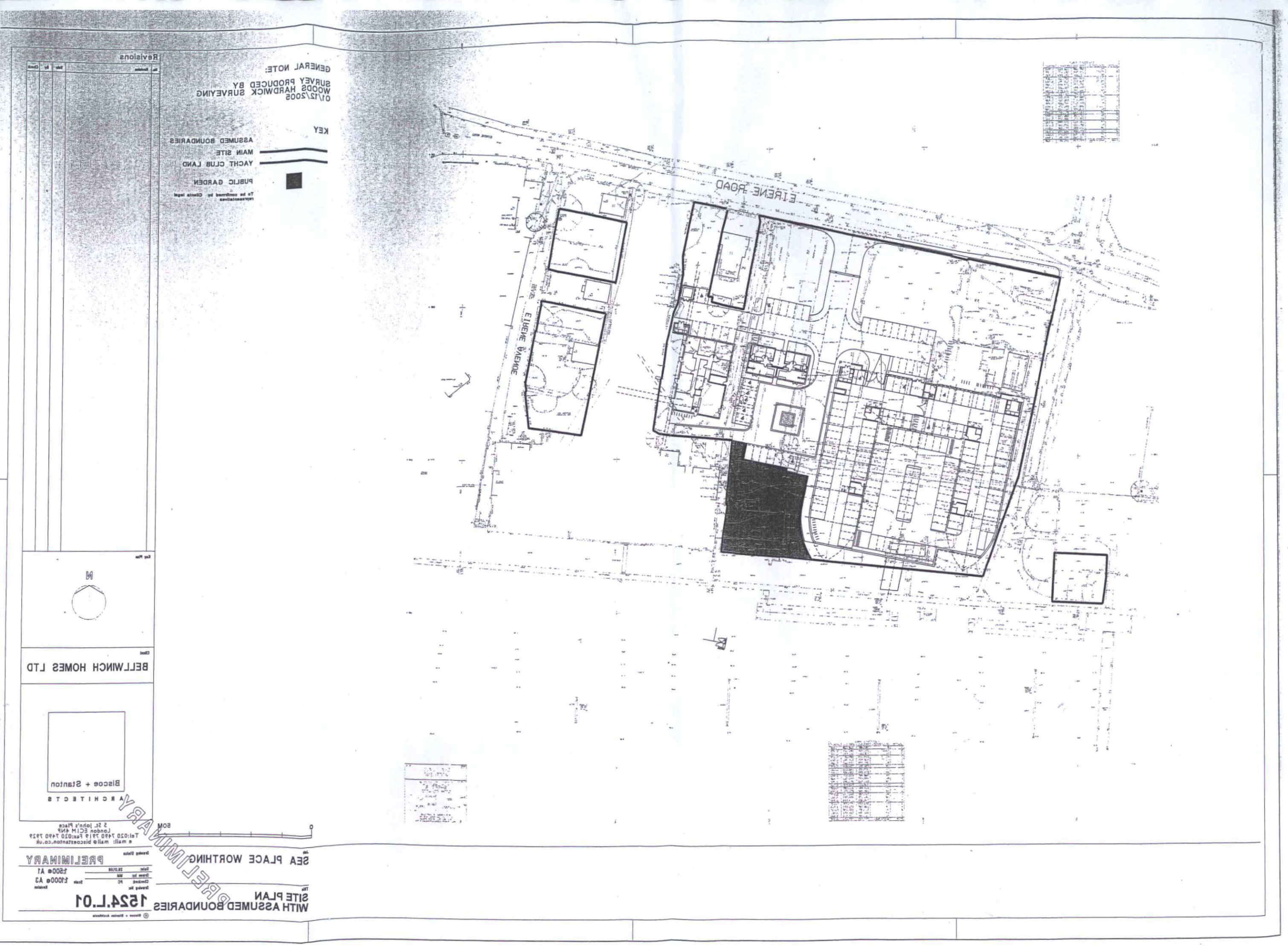
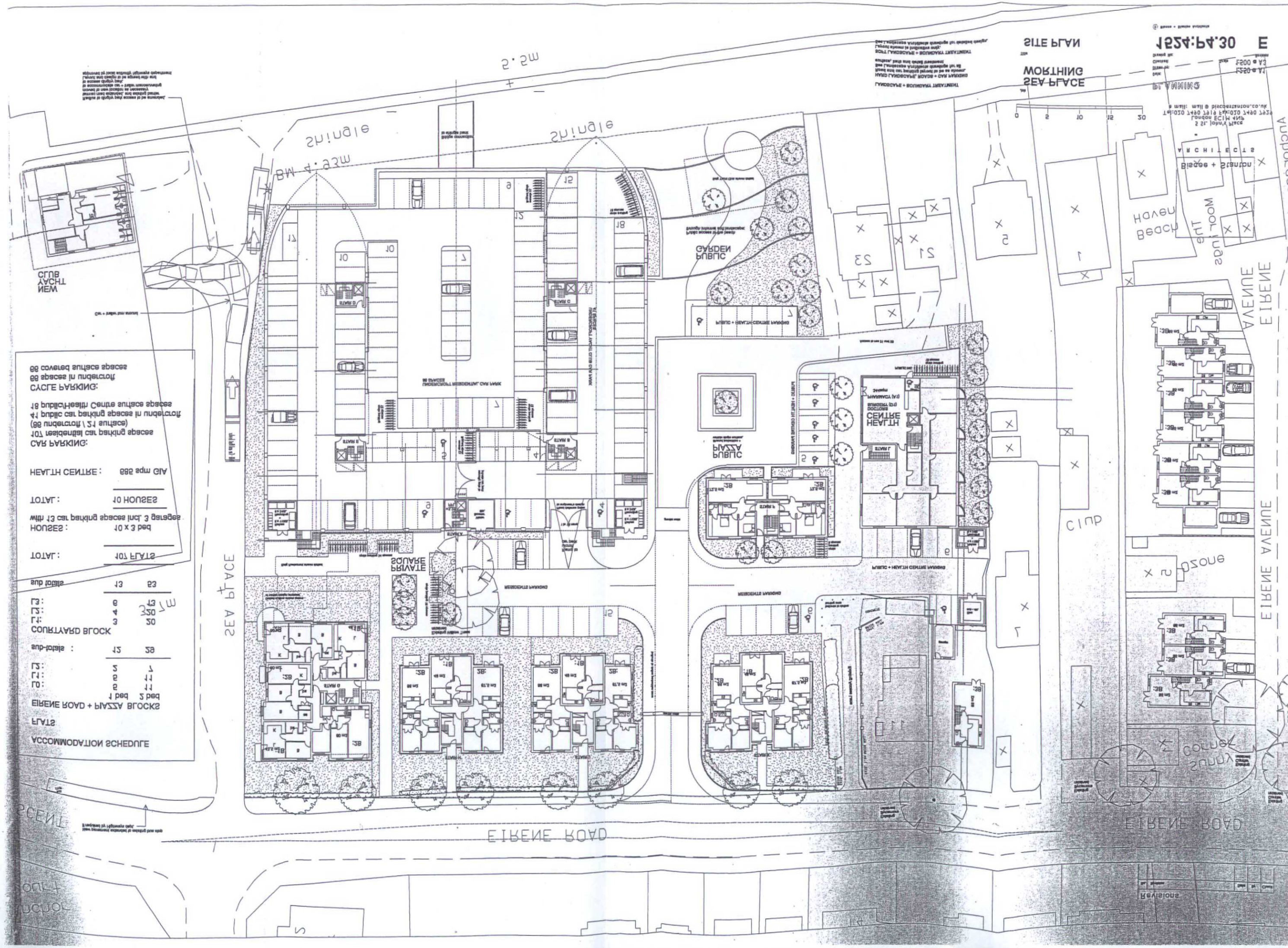
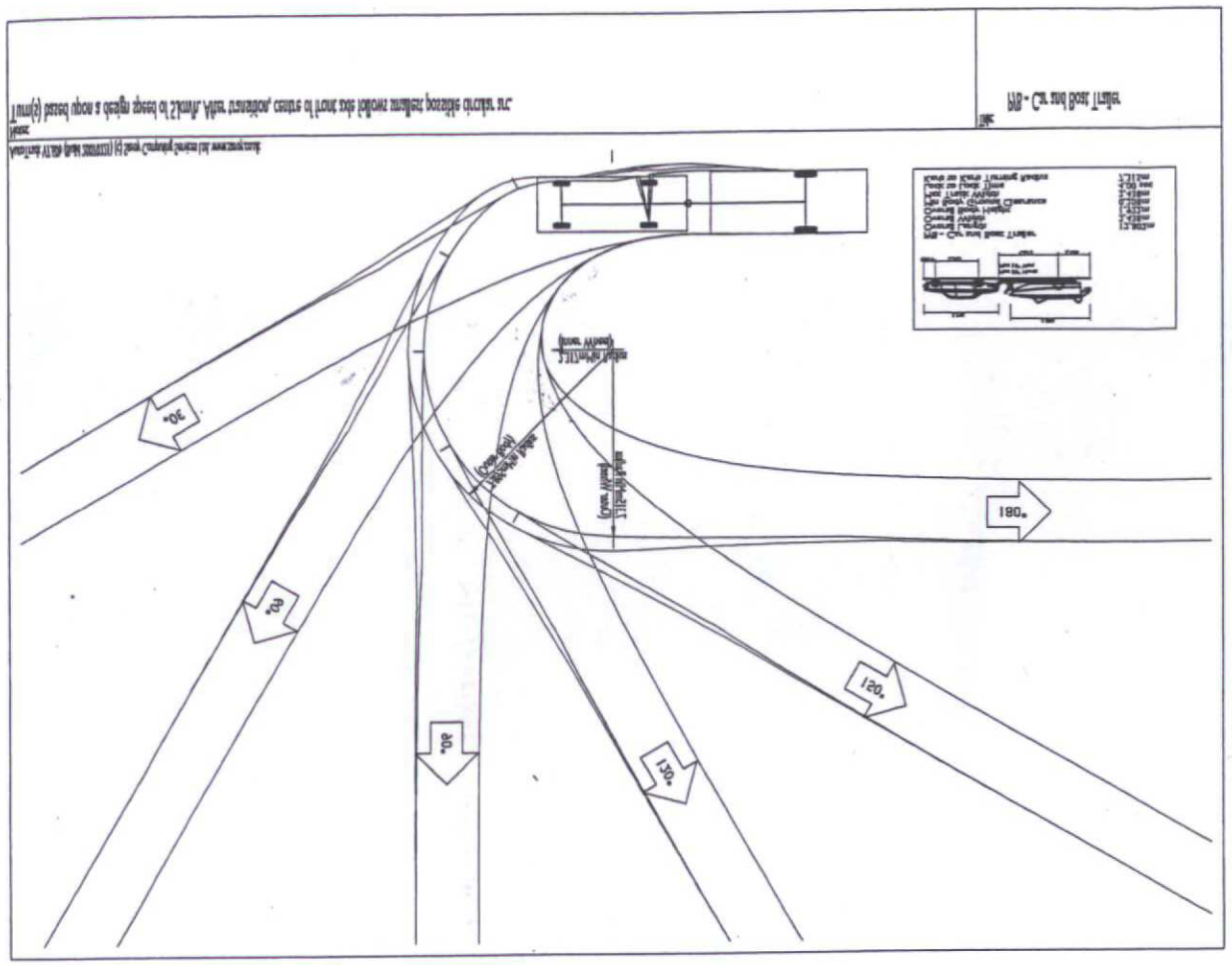


SITE PLAN
120 DOMINION ROAD
NORTHING
1552:L.01
1A @ 001:1
2A @ 002:1
Bisco + Statton
ARCHITECTS
DOMINION ROAD
MARKED ROUTE
PLANTER
OVERGROWN
DRAIN
CRAZZ
TACTILE PAVING
BRICK RETAINING WALL
DRAINAGE CHANNEL
PARKING
GRAVEL CAR PARK
CONCRETE AREA
PARKING
REAR ACCESS PATH
SITE BOUNDARY
ASSUMED
Spinbiz Ltd.
135
158

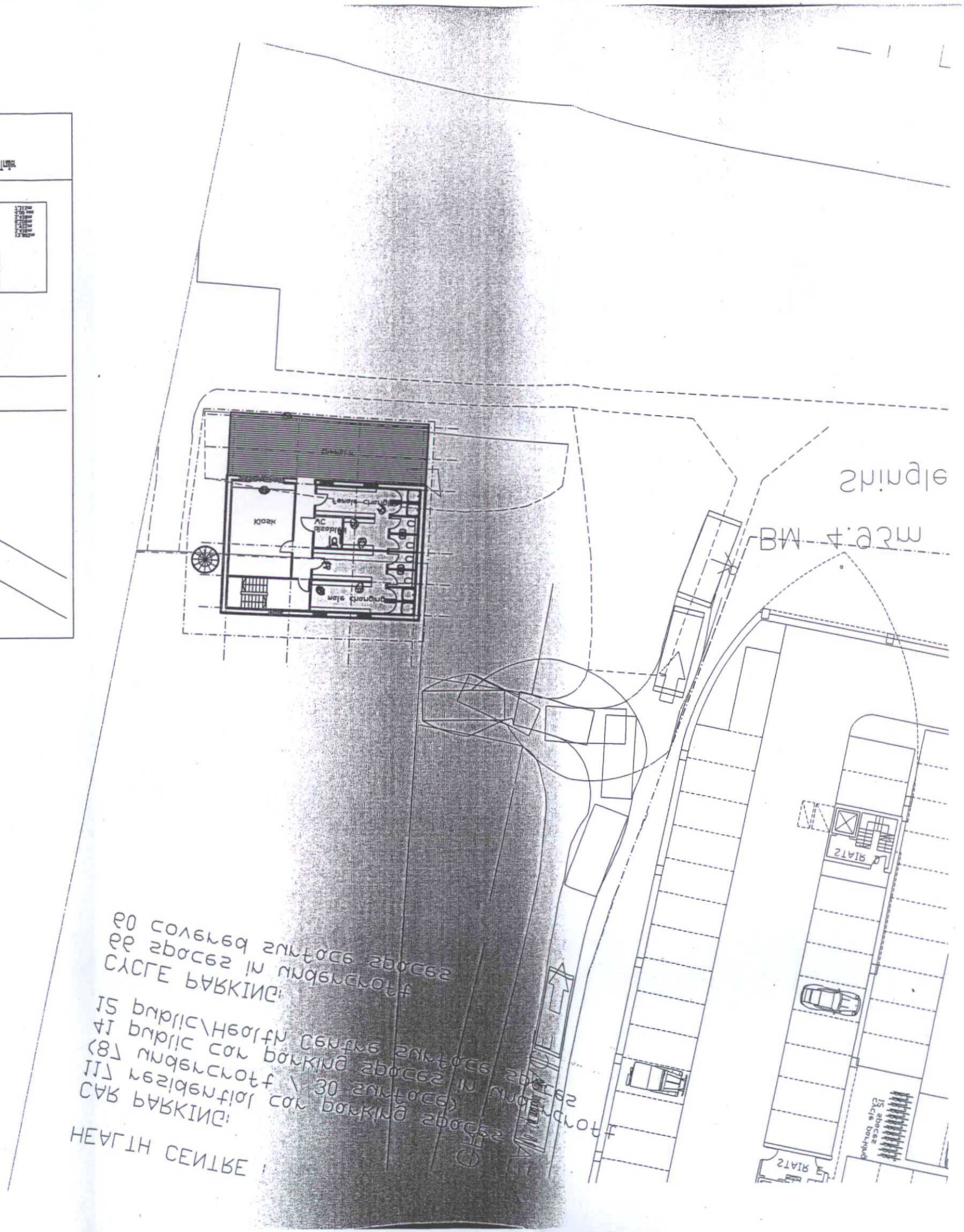

EIRENE ROAD
EIRENE AVENUE
GENERAL NOTE:
SURVEY PRODUCED BY
WOODS HARDWICK SURVEYING
01/12/2005
KEY
ASSUMED BOUNDARIES
MAIN SITE
YACHT CLUB LAND
PUBLIC GARDEN
To be confirmed by Clients legal representatives
Revisions
No. Revision Date By Check
Key Plan
N
Client
BELLWINCH HOMES LTD
Biscoe + Stanton
ARCHITECTS
5 St. John's Place
London EC1M 4NP
Tel:020 7490 7919 Fax:020 7490 7929
e mail: mail@biscoestanton.co.uk
0
50M
Job
SEA PLACE WORTHING
Drawing Status
PRELIMINARY
Date: 28.01.08
Drawn by: MM
Checked: PC
Scale 1:500@ A1
1:1000@ A3
Revision
Title
SITE PLAN
WITH ASSUMED BOUNDARIES
Drawing No:
1524.L.01
© Biscoe + Stanton Architects
PRELIMINARY



SITE PLAN
1524:P4.30 E
WORTHING SEA PLACE
PLANNING
ARCHITECTS
Bisgee + Stainton
Haven Beach
Moorings
Sunny Corner
EIRENE AVENUE
EIRENE ROAD
SEA PLACE
PUBLIC PIAZZA
HEALTH CENTRE
PRIVATE SQUARE
GARDEN PUBLIC
CLUB YACHT NEW
CLUB
PUBLIC + HEALTH CENTRE PARKING
RESIDENTS PARKING
UNDERCROFT RESIDENTIAL CAR PARK
ACCOMMODATION SCHEDULE
FLATS
EIRENE ROAD + PIAZZA BLOCKS
1 bed 2 bed
L0: 5 11
L1: 5 11
L2: 2 7
sub-totals: 12 29
COURTYARD BLOCK
L1: 3 20
L2: 4 320
L3: 6 13
sub totals 13 53
TOTAL: 107 FLATS
HOUSES: 10 x 3 bed
with 13 car parking spaces incl. 3 garages
TOTAL: 10 HOUSES
HEALTH CENTRE: 888 spm GIA
CAR PARKING:
107 residential car parking spaces
(88 undercroft \ 21 surface)
41 public car parking spaces in undercroft
18 public\Health Centre surface spaces
88 spaces in undercroft
88 covered surface spaces



Turn(s) based upon a design speed of 2.7km/h. After translation, centre of front side follows smallest possible circular arc.
Note:
MB - Cyl. and Boat Trailer
30°
60°
90°
120°
130°
180°



Shingle
BM 4.95m
Kiosk
Female changing
Male changing
Shingle
RIATS
RIATS
15 spaces
Cycle parking
HEALTH CENTRE :
CAR PARKING:
11) residential car parking spaces
(8) underdroff \ 30 surface)
41 public car parking spaces in underdroff
15 public\Health Centre surface spaces
CYCLE PARKING:
99 spaces in underdroff
90 covered surface spaces

THIS DEED is made on 2009

BETWEEN:

(1) **WORTHING BOROUGH COUNCIL** of The Town Hall Chapel Road Worthing BN11 1HA ("**the Council**");

(2) **WEST SUSSEX COUNTY COUNCIL** of County hall, Chichester, West Sussex, PO19 1RQ ("**the County Council**"); and

(3) **BELLWINCH HOMES LIMITED** (Company number 00614248) whose registered office is at Unit 1 Oaks Court Warwick Road Borehamwood Hertfordshire WD6 1GS ("**the Developer**")

RECITALS

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and the body by which the provisions of this Deed except for Clause 4,5,6 and 7 are intended to be enforceable

(B) The County Council is the County planning authority within the meaning of the 1990 Act and is a principal council within the meaning of Section 270(1) of the Local Government Act 1972 and the Education Authority Fire Authority and the Local Highway Authority for the area in which the Land is situated and is responsible for the enforcement of the obligations contained in Clause 4 5 6 and 7 of this Deed

(C) The Council is the registered proprietor of the freehold interest in the Land and has agreed to transfer the Land other than the Public Garden to the Developer on the Contract of Sale

(D) The Developer has applied to the Council for the Planning Permission under ref WB/06/1121/FUL and on 13th March 2008 the Planning Committee of the Council resolved to grant the Planning Permission provided this section 106 Agreement is first completed

(E) The Council and the County Council consider that it is expedient in the interests of proper planning of their areas that the Developer should be required to enter into this Deed

(F) The Parties have agreed to enter into this Deed:-

(i) pursuant to the provisions of section 106 of the 1990 Act and section 111 of the Local Government Act 1972;

(ii) upon the terms and conditions hereinafter appearing; and

(iii) with the further intent that the same shall be a local land charge and registered as such upon its completion.

NOW THIS DEED made in pursuance of section 106 of the 1990 Act and section 111 of the Local Government Act 1972 witnesses as follows:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meaning:-

"the 1990 Act" means the Town and Country Planning Act 1990 as amended;

"Affordable Housing" means housing that will be provided to specified eligible households whose needs are not met on the open market;

"Affordable Housing Off-Site Units" means 13 housing units in a mix of 9 Social Rented Units (4 x one-bedroom flats of at least 45 square metres GIA and 5 x two-bedroom flats of at least 57 square metres GIA) and 4 New Build Homebuy Units (2 x one-bedroom flats of at least 45 square metres GIA and 2 x two-bedroom flats of at least 57 square metres GIA) to be provided by the Developer as part of the Development on the Dominion Road Site;

"Affordable Housing On-Site Units" Ten (10) Affordable Housing New Build Homebuy Units in a mix of 4 x one-bedroom flats of at least 45 square metres GIA and 6 x two-bedroom flats of at least 57 square metres GIA to be provided by the Developer as part of the Development;

"Affordable Housing Units" means both the "Affordable Housing On-Site Units" and the "Affordable Housing Off-Site Units";

"Appropriate Price": shall be the sum of £1700 (including sustainable homes code level 3)for the construction and fitting out of each unit multiplied by the combined GIA in square metres of the relevant Affordable Housing On-Site Unit (but so that sum for the avoidance of any doubt does not include the costs of the land required for the Development or the provision of services thereto which shall be added thereto) and so that such price per square metre shall be Indexed Linked;

"Commencement of the Development" means the implementation of the Planning Permission by the carrying out on

the Land of a material operation as defined by section 56(4) of the 1990 Act in connection with the Development save that for the purposes of this Deed none of the following operations shall constitute a material operation:

(a) archaeological or site inspections;

(b) site or soil surveys;

(c) decontamination works;

(d) demolition or site clearance;

(e) the laying of services;

(f) the erection of a site compound;

(g) the erection of temporary fences or hoardings;

(h) the display of advertisements including the erection of advertisement hoardings;

(i) interim landscaping works; and

(j) ground works

and **"Commence"** shall be construed accordingly;

"Design and Quality Standards" means in relation to the core standards of the Design and Quality Standards published by the HCA current at the time when a contract for sale (or agreement for lease) is entered into with a Registered Social Landlord

"Development" means the development of the Land by the demolition of existing buildings and the erection of (a) 117 flats and houses with associated parking and landscaping and two no. vehicular access and (b) health surgery and pharmacy comprising approx 700 square metres of accommodation;

"Dominion Road Site" means the site edged in blue upon the plan number 1552:L.01 annexed hereto;

"Dwelling" means a residential unit constructed as part of the Development and **"Dwellings"** shall be construed accordingly;

"the Education Contribution" means the sum of one hundred and forty thousand six hundred and eleven pounds (£140,611.00) which shall comprise thirty eight thousand four hundred and eighteen pounds (£38,418) towards additional first school places **("the First School Contribution")**, twenty eight thousand eight

hundred and fourteen pounds (£28,814) towards additional middle school places (aged 8 to 11) **("the First Middle School Contribution"),** fourteen thousand six hundred and seventy six pounds (£14,676) towards additional middle school places (aged 11 to 12) ("**the Second Middle School Contribution"**) and fifty eight thousand seven hundred and three pounds (**£58,703**) towards additional secondary school places ("**the Secondary School Contribution")** this sum to be increased in accordance with clause 4.2;

"Education Facilities" means the provision of additional first, middle and secondary school places within the Worthing locality;

"Financial Qualification" means the level of income and/or resources or such other circumstances as the Council's Housing Services Manager or their nominee shall agree after consultation with the RSL from time to time below which shall qualify an applicant to purchase a New Build Homebuy Unit. In determining whether an applicant satisfies the Financial Qualification due regard will be taken on the applicant's savings benefits or other financial resources in addition to their earned income

"First Occupation" means the first occupation of any unit of for residential purposes but does not include occupation by the Developer for the purposes of construction fitting out decoration marketing or display and **"First Occupy"** shall be construed accordingly;

"Fire Contribution" means the sum of one thousand nine hundred and three pounds (£1,903.00) to be Index Linked in accordance with clause 13.12

"GIA" means gross internal floor area as measured in accordance with the RICS Code of Measuring Practice (Fifth Edition)

"Highway Contribution" means the sum of two hundred and forty-one thousand pounds (£241,000.00) payable by the Owner to the County Council pursuant to Clause 5 to be Index Linked in accordance with clause 13.12;

"Highway Contribution Works" means the following:

Improvements to bus services to provide weekend services - £30,000; Improvement to bus stop infrastructure (Eirene Road) £20,000; Provision of RTPI at bus stops (excluding electrical connection) £30,000; Cycling Infrastructure (Shaftesbury Avenue Cycle Lane) £70,000; Cycling Infrastructure (Sea Lane Cycle Lane) £70,000; and Cycling Infrastructure (NCN Route 2) £21,000.

"Highway Improvement Works" means the provision of the following works on the existing public highway: a right hand turn lane on Eirene Road to provide safe access to the site. The works will include widening of Eirene Road and constructions of a footway on the southern edge of the carriageway, ghost island right turn lane, traffic island pedestrian refuge crossing, dropped kerbs and tactile paving at crossing points;

"HCA" means the Homes and Communities Agency :

"Housing Services Manager" means the Housing Services Manager for the time being or such other proper officer of the Council responsible for Housing Services.

"Index" means the All-in Tender Price Index (as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors);

"Index Linked" means that the sum payable shall be increased in the same proportion as the percentage increase in the Index between the quarterly Index figure immediately preceding the date of this Deed and the quarterly Index figure for the quarter immediately preceding the date of actual payment;

"Interest" means the rate of 4% above base rate from time to time of the Bank of England applicable at the date the relevant contribution under this Deed is paid;

"Intermediate Trigger Dwelling" means the fifty fifth Open Market Housing Unit to be occupied within the Development;

"Land" means the land at Sea Worth Place Worthing which is shown for the purposes of identification only edged red on the Plan as the same is registered at HM Land Registry with Title Absolute under Title Number WSX288309;

"Lease" means the document by which the Land and buildings comprising the Affordable Housing Units are leased in accordance with this Deed;

"Leased" means the grant of a long leasehold interest of at least **125** years and **Offer to Lease** and **Offer** shall be construed accordingly;

"Management Company" means such management company as shall be incorporated by it for the management of the Public Garden;

"New Build Homebuy Units" means units of Affordable Housing for purchase by way of shared ownership to be part sold and part

rented and made available to persons who satisfy the Financial Qualification in operation at the time of purchase;

"New Yacht Club Land" means the area of land edged blue upon the Plan subject to such variation thereto as may be necessary to give effect to any required compliance by the Council within s. 15 of the Commons Act 2006;

"New Yacht Club Works" means the works contained in the Specification hereto ;

"Nominations Agreement": means the Council's standard agreement to be entered into by the Council and a Registered Social Landlord from time to time with such variations as may be agreed between the RSL and the Council and which requires the Affordable Housing Units to be offered by the RSL to persons nominated by the Borough Council;

"Off-Site Affordable Housing Contribution" means the sum of £480,000 (Four Hundred and Eighty Thousand Pounds) payable by the Developer to the Council pursuant to clause 9.13 to be index linked to the Retail Prices Index from the date of the issue of the Planning Permission until the date of payment and to be used by the Borough Council towards provision of Affordable Housing in the Borough;

"Off-Site Open Space" means an area of open space within the area of the Borough of Worthing;

"On-Site Open Spaces" means such open space area(s) within the Development the location and size of which within or adjoining the Land shall be agreed on by the Council and the Developer prior to the occupation of the Intermediate Trigger Dwelling;

"Open Market Housing Units" means those Dwellings which are not Affordable Housing Units;

"Open Space Contribution" means the sum of One Hundred and Fifty Thousand Five Hundred and Forty Eight POUNDS (£150,548) payable by the Developer to the Council pursuant to Clause 3;

"Party" means the Council, County Council, Owner and or Developer and **Parties** shall be construed accordingly;

"the Plan " means the plan annexed hereto numbered 1524.L.01;

"Planning Application" means the application dated 23/10/2006 for planning permission for the Development registered by the Council under the Council's reference number WB/06/1121/FULL;

"Planning Challenge" means an application for judicial review challenging the grant of the Planning Permission lodged within three (3) months of the date of the grant of the Planning Permission;

"Planning Obligations" means the obligations contained in Clauses 3 to 7 (inclusive) with the exception of Clauses 3.2 3.3 4.3, 5.2 and 5.3;

"Planning Permission" means the planning permission for the Development to be granted by the Council on the completing of this s106 Agreement pursuant to the Planning Application; a draft of which is attached in Schedule 1;

"Public Art" means an artefact of public art to be selected by the Council for installation within the Public Garden;

"the Public Garden" means the area identified by green colouring upon the Plan;

"Public Art Contribution" means a sum of Fifteen Thousand Pounds (£15,000.00) payable by the Developer to the Council pursuant to clause 3;

"All Requisite Consents" means all requisite consents orders agreements authorisations licences and permission required to implement the Highway Improvement Works;

"RSL" means a Social Landlord registered with the HCA pursuant to the Housing Act 1996 or a body appropriately qualified or experienced to own and manage the Affordable Housing Units as agreed with the Council prior Commencement of the Development (such agreement not to be unreasonably withheld or delayed);

"Social Rented Units" means units of Affordable Housing for rent to be available for rent at an affordable rent as defined by the HCA;

"Stage 2 and Stage 3 Safety Audit" means an audit as defined in the Department for Transport Design Manual for Roads and Bridges 1991: Volume 5 Section 2 HD19 + HA42

1.2 The expressions the **"Council"** the **"County Council"** and the **"Developer"** shall include their respective successors in title and assigns save where specifically provided to the contrary by this Deed

1.3 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons

1.4 This Deed is a planning obligation for the purposes of section 106 of the 1990 Act

1.5 Any reference to a specific statute or statues include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute

1.6 References in this Deed to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Deed so numbered

1.7 The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

2. **ENFORCEABILITY**

2.1 The Developer enters into the obligations of this Deed for itself and its successors in title for the benefit of the Council and the County Council to the intent that the obligations in this Deed shall be enforceable not only against the Developer but also against the successors in title of the Developer and any person claiming through or under the Developer an interest or estate in the Land or any part thereof **PROVIDED THAT**:

2.1.2 any successors in title of the Developer or Owner and any person deriving title under it shall not be liable for any breach of this Deed occurring after it shall have parted with its interest in the Land or the part of the Land to which the breach relates; and

2.1.2 the obligations contained in this Deed shall not be binding upon the owner lessee or occupier of any of the individual residential units in the Development or any mortgagee or chargee of such owner lessee or occupier or any person deriving title from them

2.2 An RSL having an interest in all or any part of the Affordable Housing Units shall not at any time be liable as a successor in title to the Developer for any of the obligations set out in this Deed insofar as those obligations do not relate to the Affordable Housing Units; and

2.3 Any mortgagee or receiver appointed by a mortgagee exercising its power of sale of the Affordable Housing Units (or any part of them)

may sell the Affordable Housing Units (or the part of them so disposed of) free of the provisions of Clause 9 (Affordable Housing) whereupon the provisions of Clause 9 (Affordable Housing) shall terminate absolutely in respect of the Affordable Housing Units or the part so disposed of

3. **ON AND OFF SITE OPEN SPACE CONTRIBUTIONS**

3.1 The Developer covenants not to First Occupy or permit any First Occupation of the Intermediate Trigger Dwelling until the Open Space Contributions and the Public Art Contribution have been paid to the Council

3.2 The Council covenants not to use the Open Space Contribution except for the provision of the Off-Site Open Space

3.3 The Council covenants not to use the Public Art Contribution except for the provision of the Public Art in the Public Garden

3.4 In the event that all or part of the Open Space Contribution and the Public Art Contribution remains unexpended ten 10 years after payment has been made the Council covenants to return any such sums unexpended or uncommitted by means of a legally binding contract to the company or body which pays such sums to the Council even if that company or body is not the Developer of the Land at the time of such repayment

4. **EDUCATION CONTRIBUTION**

4.1 The Developer covenants with the County Council with the intent of binding each and every part of the Land to:

4.1.1 notify the County Council in writing of the Commencement of the Development within one (1) week of such commencement;

4.1.2 notify the County Council in writing within one (1) month of the First Occupation of the last Dwelling of such occupation and the date of this;

4.1.3 pay to the County Council the Education Contribution before the occupation of the Intermediate Trigger Dwelling;

4.1.4 not to occupy or cause or allow First Occupation of the Intermediate Trigger Dwelling until the Education Contribution has been paid

4.2 where the Education Contribution is paid after 31 March 2009 the sum shall be recalculated and increased in accordance with the following formula:

4.2.1 First School Contribution = Number of pupil places 3.36 x Cost Multiplier

4.2.2 First Middle School Contribution = Number of pupil places 2.52 x Cost Multiplier

4.2.3 Second Middle School Contribution = Number of pupil places 0.84 x Cost Multiplier

4.2.4 Secondary School Contribution = Number of pupil places 3.36 x Cost Multiplier

And the Cost Multiplier shall be the DFCSF average build cost multiplier for the first, middle and secondary schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the appropriate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the sate of payment of the Education Contribution

4.3 The County Council covenants that it will only expend the Education Contribution on the provision of the Educational Facilities

4.4 In the event that all or any part of the Education Contribution remains unexpended ten (10) years after the date specified in the notice referred to in Clause 4.1.2 as being the date of First Occupation of the Dwelling the County Council covenants to return any such unexpended sums or uncommitted by means of a legally binding contract together with any interest accrued thereon to the company or body which paid such sums to the County Council even if that company or body is not the Developer of the Land at the time of such repayment and for the avoidance of doubt if part of the Education Contribution has been spent during that period the County Council will repay any unexpended part of the Education Contribution only

5. HIGHWAY CONTRIBUTION

5.1 The Developer covenants with the County Council with the intent of binding each and every part of the Land to:-

5.1.1 notify the County Council in writing of the Commencement of the Development within one (1) week of such commencement;

5.1.2 notify the County Council in writing within one (1) month of the First Occupation of the last Dwelling of such occupation and the date of this;

5.1.3 pay to the County Council the Highway Contribution Index Linked upon Commencement of the Development; and

5.1.4 not occupy the Development until the Highway Contribution has been paid to the County Council

5.2 The County Council covenants that it will only expend the Highway Contribution on the provision of the Highway Contribution Works

5.3 In the event that all or any part of the Highway Contribution remains unexpended ten (10) years after the date of payment of the Highways Contribution the County Council covenants to return any such unexpended sums or uncommitted by means of a legally binding contract together with any interest accrued thereon to the company or body which paid such sums to the County Council even if that company or body is not the Developer of the Land at the time of such repayment and for the avoidance of doubt if part of the Highway Contribution has been spent during that period the County Council will repay any unexpended part of the Highway Contribution only

6. HIGHWAY IMPROVEMENT WORKS

The Developer covenants with the County Council with the intent of binding each and every part of the Land:-

6.1. To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Improvement Works

6.2 Not to Commence the Proposed Development until a Highway Works Scheme has been submitted to and approved by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval

6.3 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite

Consents and to enter into any necessary Section 278 and/or Section 38 Agreement with the County Council

6.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works to the satisfaction of the County Council

6.5 Not without the consent of the County Council to allow First Occupation of the Development until the Highway Improvement Works have been completed to the satisfaction of the County Council

7. **FIRE CONTRIBUTION AND FIRE ACCESS**

The Developer covenants with the County Council with the intent of binding each and every part of the Land:-

7.1 on or before First Occupation to pay to the County Council the Fire Contribution Index Linked

7.2 not to occupy or cause or allow First Occupation of the Development before the Fire Contribution shall have been paid

7.3 The Development will include suitable access for Fire and Rescue Service vehicles and equipment to the reasonable satisfaction of the County Council

8 **ON SITE OPEN SPACE PROVISION**

The Developer covenants with the Council that it will not permit the First Occupation of the Intermediate Trigger Dwelling before it has provided and laid out the On Site Open Space properly grassed and with seats all for the prior approval of the Council (such approval not to be unreasonably withheld or delayed).

9 **AFFORDABLE HOUSING**

Part One – On Site Affordable Housing

The Developer Covenants that the Affordable Housing On-Site Units shall be offered as follows:

9.1 Prior to the substantial completion of the Intermediate Trigger Dwelling the Developer will offer for Lease the Affordable Housing On-Site Units unencumbered (except for the provisions contained within this Deed and as appearing on the registered title to the Land as at the date of this Deed and save for those stipulations obligations covenants and regulations imposed in the Lease which

are normally so imposed for the purposes of good estate management) at the Appropriate Price to the RSL

9.2 The offer for Lease referred to in paragraph 1 shall remain open for acceptance by the RSL for 4 months ("the Offer Period")

9.3 If any Offer for Lease is accepted by the RSL the Developer shall use reasonable endeavors to facilitate exchange of contracts for the Lease within 3 months of the date when contracts are first issued to the RSL post acceptance in respect of the Affordable Housing On-Site Units;

9.4 If the Offer for Lease has been rejected or there has been no acceptance of the Offer by the RSL within the Offer Period then the Developer shall Offer the Affordable Housing On-Site Units to the Council or its nominee on the same terms as set out above in 9.1 to 9.3 (the offer period shall recommence from the date of the offer to the Council or its nominee)

9.5 If the provisions of 9.4 apply the Offer for the Lease is rejected or there has been no acceptance of the Offer by the Council or its nominees within the Offer Period then it shall be deemed that the Offer in respect of the Affordable Housing On-Site Units is rejected and the provisions of paragraph 9.6 hereof shall apply

9.6 In the event that the Developer shall be unable to secure acceptance of the Offer for Lease from a RSL the Council or nominees of its choice, the Developer shall be entitled to construct Open Market Housing Units for sale on the Affordable Housing On-Site Units free from the restrictions of this paragraph 9

9.7 In the event that the Affordable Housing On-Site Units is leased to a Social Landlord and/or the Council the Lease shall contain

9.7.1 a covenant restricting the use of such units to be used for Affordable Housing within the meaning of this Agreement in perpetuity (the perpetuity period shall be 125 years from the date hereof) PROVIDED ALWAYS that the provisions of this clause shall not be binding nor enforceable against any person who has acquired any New Build Homebuy Unit and who has purchased a 100% share in that New Build Homebuy Unit and anyone deriving title there from and mortgagee in possession of that person or successor in title thereto; and

9.7.2 a covenant that the lessee will transfer each of the Affordable Housing Units when any such Affordable Housing Units become available only for occupation by a person

selected in accordance with the terms of this Deed and the transferee will not permit any of the Affordable Housing Units to be occupied otherwise than in accordance with the terms of this Deed

9.8 The Lease shall contain the grant to the RSL of all rights of access and passage of services rights of support rights of entry and all other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing On-Site Units to be erected on the Land.

9.9 The Lease shall contain a reservation of all rights of access and passage of services rights of support rights of entry and all other rights reasonably necessary for the purposes of the Development

9.10 Any contract for sale (or agreement for lease as the case may be) of the Affordable Housing On-Site Units shall contain the Standard Conditions of Sale (Fourth Edition) including a special condition stating that the Affordable Housing On-Site Units are to be sold with vacant possession) with such amendments as may be agreed between the parties but shall not be inconsistent with the terms hereof.

9.11 Title to the Affordable On Site Housing Land shall be deduced by the Developer in accordance with the Land Registration Act 2002.

Part Two – Off-site Affordable Housing at Dominion Road

9.12 It is acknowledged that the Developer has transferred to the RSL the Affordable Housing Off-Site Units and that the Developer has satisfied its obligation to supply 13 Affordable Housing Off Site Units at a consideration of £1,250,000

Part Three – Off-Site Affordable Housing Contribution

9.13 The Developer further covenants to pay to the Borough Council the Affordable Housing Contribution before the First Occupation of the Intermediate Trigger Dwelling.

Part Four – General Provisions

9.14 It is agreed that the following Clauses shall apply to all the Dwellings constructed on the Affordable Housing On-Site Units:

9.14.1 The Affordable Housing Units which are the subject of this Clause 9 shall be constructed according to the requirements set out in the Design and Quality Standards applying as at the date of construction of these units.

9.14.2 The Affordable Housing Units will at all times be managed by a RSL

9.14.3 The Developer covenants with the Council to require through its contract with an RSL that the RSL inform the Housing Services Manager of the Council in writing as to the addresses of the Affordable Housing Units together with details of the date of sale and name of purchase of any of these said units where those units are New Build Homebuy Units.

9.14.4 the Affordable Housing Units shall not be used or occupied other than for Affordable Housing PROVIDED ALWAYS THAT the provisions of this clause 9.14.4 shall not be binding nor enforceable against:-

9.14.4.1 any person or persons who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any mortgagee in possession of that person or successor in title thereof; and

9.14.4.2 any person who has acquired any New Build Homebuy Unit and who has purchased a 100% share in that New Build Homebuy Unit and anyone deriving title there from and any mortgagee in possession of that person or successor in title thereof; and

9.14.4.3 any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured against any part or parts or the whole of any of the Affordable Housing On-Site Units or individual Affordable Housing Unit nor any successor who shall derive title directly or indirectly from such mortgagee or chargee (other than a RSL) PROVIDED ALWAYS THAT the mortgagee chargee or receiver appointed by the mortgagee or chargee shall first have notified the Council in writing that it wishes to exercise its statutory power of sale and within three (3) months of such written notification the mortgagee or chargee or receiver having used all reasonable endeavors is unable to enter into a contract for sale of the Affordable Housing Units to a Registered Social Landlord

on terms that on completion thereof the mortgagee chargee or receiver will be repaid the full market value of the relevant land containing the Affordable Housing Units.

9.15 The Council shall be entitled to nominate to the RSL occupiers for the Affordable Housing Units in accordance with the Nominations Agreement.

10. THE YACHT CLUB

10.1 The Developer hereby covenants with the Council to erect upon the New Yacht Club Land at its own expense the New Yacht Club Works in accordance with the following obligations:-

(a) the Planning Permission

(b) All requisite consents necessary in relation to the carrying out of the New Yacht Club Works

(c) The Construction (Design and Management) Regulations 2007

(d) All necessary statutory requirements

(e) All relevant codes of practice and British Standards

(f) Free from any hazardous substances

(g) The terms of a form of development agreement to be entered into by the Council the Developer (as land Developer of the New Yacht Club Land) the Developer and the Trustees for the time being of the Yacht Club in a form reasonably satisfactory to the parties

(h) the Specification annexed subject in Schedule 2 subject to such variation thereto which may be agreed between the Parties

(i) Prior to the first occupation of the Yacht Club a turning area shall be provided at the end of Sea Place in accordance with Plan No: 1524:P4.30 E by the Developer, the plans having first been agreed with the Council.

10.2 To the extent that the Developer is responsible for the design of the New Yacht Club Works the Developer shall exercise the reasonable skill care and due diligence which may be expected of a professional designer of appropriate discipline such design experience in carrying out works of a similar size scope nature and complexity to the New Yacht Club Works.

10.3 The New Yacht Club Works shall be completed and ready for Occupation by the Intermediate Trigger Dwelling

10.4 The Council shall grant to the Developer (insofar as it shall be within its power so to do) all necessary rights and licences as shall be

Portland House
Richmond Road
Worthing BN11 1LF

APPLICATION NO. WB/06/1121/FULL

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT PROCEDURE ORDER 1995

Biscoe And Stanton
5 St.Johns Place
London
EC1M 4NP

DRAFT

PROPOSAL: Application for a mixed use development comprising 117 residential units, a health centre and a yacht club with associated parking, road access and landscaping.

LOCATION : Land Bounded By Sea Place To The West, Eirene Road To The North, Eirene Avenue To The East And Including Land South East Corner Of Dinghy Park And 14 Sea Place (Baloos)

DATE REGISTERED 23rd October 2006

APPLICANT : Bellwinch Homes Ltd

WORTHING BOROUGH COUNCIL, under the above Act and Order, gives you notice that its decision upon your application described above and in plans which accompanied the application, or as subsequently amended prior to consideration, is to

GRANT PERMISSION subject to the following conditions:-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

   Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

cont.....

Dated :

Executive Head of Planning,
Regeneration and Wellbeing

Note: Your attention is drawn to the notes and information overleaf.

SCHEDULE 1 Draft Planning Permission

2. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or as subsequently amended), no gate, fence, wall or other means of enclosure shall be erected or constructed in front of the forwardmost part of the proposed building which fronts any highway unless permission is granted by the Local Planning Authority in an application on that behalf.

   Reason: To safeguard the character and visual amenities of the area.

3. No development shall take place until details of the screen walls and fences have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until such screen walls or fences as may be agreed have been erected.

   Reason: In the interests of amenity.

4. No dwelling shall be occupied until the parking spaces and garages shown on the approved plans have been provided and constructed. The parking facilities and garages so provided shall not thereafter be used for any purpose other than the parking and garaging of vehicles.

   Reason: To ensure that adequate provision is made for parking vehicles clear of the highway.

5. The development hereby permitted shall not commence until details of the materials to be used for surfacing the car parking facilities have been submitted to and agreed in writing by the Local Planning Authority. The car parking and associated areas shall then be surfaced only in accordance with such details as may be agreed.

   Reason: In the interests of visual amenity.

6. Secure cycle parking facilities shall be provided within the curtilage of the site, precise details of which, including their number and siting, shall be agreed in writing with the Local Planning Authority prior to the commencement of the works. Such agreed facilities shall be provided on site prior to the flats hereby approved being occupied.

   Reason: To encourage and provide for a non car mode of transport to and from the site.

7. The building shall not be occupied until the crossing between the boundary of the site and the adjoining carriageway has been laid out and constructed to a specification to be agreed in writing with the Local Planning Authority.

   Reason: In the interests of highway safety.

cont.....

8. The development shall not be occupied until space has been laid out in accordance with details to be submitted to and approved in writing by the Local Planning Authority for the loading and unloading of vehicles and the parking of delivery vehicles clear of the public highway. Such space as may be agreed shall not thereafter be used for any purpose other than for the purposes for which it is provided.

   Reason: In the interests of highway safety.

9. The access from the site to the public highway shall be designed, laid out and constructed with visibility splays and sight lines in accordance with plans and details to be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of the development authorised by this permission.

   Reason: In the interests of highway safety.

10. The development shall not be occupied until all existing access(es) to the site (other than the access hereby approved) have been stopped up permanently and obliterated.

    Reason: In the interests of highway safety.

11. No construction work shall be carried out on the site unless and until there is available within the site, provision for the temporary parking of vehicles and the loading and unloading of vehicles associated with the building operations on the site. Details of such provision shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of the development. The facilities as may be agreed shall be provided and retained throughout the entire period of construction work on the site.

    Reason: In the interests of highway safety and visual amenity.

12. No development shall be carried out on the site unless and until provision is available within the site, in accordance with details to be submitted to and approved in writing by the Local Planning Authority, to accommodate all temporary contractor's buildings, plant and stacks of materials associated with the development. Such provision as may be agreed shall be retained for these purposes throughout the entire period of construction work on the site.

    Reason: In the interests of highway safety and visual amenity.

13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or as subsequently amended), the building shall not be extended or altered in any way unless permission is granted by the Local Planning Authority in an application on that behalf.

    Reason: In the interests of visual amenity and because a more intensive use of the site would be likely to cause congestion on adjacent roads through overflow vehicle parking and/or cause harmful environmental effects.

cont.....

14. No development shall take place unless and until a scheme for the suppression of dust during demolition and construction has been submitted to and agreed in writing by the Local Planning Authority. The scheme as may be agreed shall be implemented throughout the entire course of demolition and construction unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the occupiers of neighbouring properties.

15. No work for the implementation of the development hereby permitted shall be undertaken on the site on Sundays or on Bank or Public Holidays. On all other days such work shall only be implemented between the hours of 8.00 a.m. and 6.00 p.m. inclusive.

Reason: To safeguard the amenities of the occupiers of neighbouring properties.

16. No development shall take place within each phase of the development unless and until there has been submitted to and approved in writing by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection during the course of development. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of each phase of the development, whichever is the sooner. Any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping shall be provided prior to the occupation of each phase of the development hereby permitted.

Reason: In the interests of amenity and of the environment of the development.

17. The existing trees, bushes and hedges shall be retained and protected, in a manner to be agreed in writing with the Local Planning Authority before the development commences, for the duration of the development. They shall not be damaged, destroyed, uprooted, felled, lopped or topped during that period without the previous written consent of the Local Planning Authority. Any trees removed without such consent or dying or being severely damaged or becoming seriously diseased during that period, shall be replaced in the following planting season with trees of such size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that vegetation which is important to the visual amenity and for the environment of the area is retained.

cont.....

18. No trenches or pipe runs for services or drains shall be cut or laid within 5 metres of the bole of any existing tree which is to be retained on this or adjoining sites.

Reason: To protect tree roots from damage which would be likely to lead to the loss of the tree.

19. No development, including site works of any description, shall take place on the site unless and until all the existing trees, bushes and hedges to be retained on the site have been protected by a fence in accordance with details which shall be approved in writing by the Local Planning Authority. The fence as agreed shall be erected around each tree (or group of vegetation) at a radius from the bole or boles of 5 metres (or such distance as may be agreed in writing by the Local Planning Authority). Within the areas so fenced off, the existing ground level shall be neither raised nor lowered and no materials, temporary buildings, plant machinery or surplus soil shall be placed or stored within such areas. If any trenches for services are required in the fenced off areas, they shall be excavated and backfilled by hand and any tree roots encountered with a diameter of 25 millimetres or more shall be left unsevered.

Reason: To ensure that vegetation which is important to the visual amenity and for the environment of the area is retained.

20. The development hereby permitted shall not commence unless and until a schedule of materials and finishes to be used for the external walls and roof of the proposed building have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be completed fully in accordance with the agreed materials.

Reason: In the interests of visual amenity.

21. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development Order) 1995 (or as subsequently amended), the elevations of the buildings hereby permitted shall not be painted other than in a colour as may be submitted to and agreed in writing by the Local Planning Authority.

Reason: In the interests of visual amenity.

22. Provision shall be made for combined aerial and satellite or cable television facilities to serve all flats within the development hereby permitted.

Reason: In the interests of visual amenity.

23. Notwithstanding the provisions of the Town and Country (General Permitted Development) Order 1995 (as amended) no telecommunications equipment shall be installed on the development unless permission is granted by the Local Planning Authority in an application on that behalf.

Reason: In the interests of visual amenity.

cont.....

24. Prior to the commencement of individual buildings/apartment blocks, precise details of all fenestration, doors and other architectural features shall be submitted to and approved in writing with the Local Planning Authority. Thereafter the development shall be built in accordance with the approved details.

Reason: In the interests of visual amenity.

25. Before any of the dwellings hereby permitted are occupied, drying areas and dustbin/recycling enclosures shall be provided in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the appearance of the development and the amenities of the area.

26. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or as subsequently amended), no part of the roof of the building hereby approved shall be used as a balcony or terrace, nor shall any access be formed to it unless it has been approved by the Local Planning Authority in an application on that behalf.

Reason: To safeguard the amenities of the occupiers of adjoining property.

27. This permission relates to the amended plans submitted on XXXX and not to the plans originally submitted.

Reason: For the avoidance of doubt and because the scheme as originally submitted was unacceptable to the Local Planning Authority.

28. Before work commences on the development hereby permitted, detailed plans showing access and parking facilities for the disabled shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be occupied until these facilities have been provided in accordance with the plans as may be agreed.

Reason: To ensure adequate access provision for disabled persons.

29. The flood defence measures identified in the amended Flood Risk Assessment report accompanying the application shall be implemented prior to the occupation of the development and thereafter retained at all times. In addition, all dwellings and flats shall be constructed with floor levels raised in accordance with the amended Flood Risk Assessment and approved plans.

Reason: The property lies within a protected floodplain and raised floor levels will mitigate the risk of any inundation.

cont.....

30. No development within each phase of the development approved by this permission shall be commenced until a scheme for the provision of surface water drainage works has been submitted to and approved in writing by the Local Planning Authority. The drainage works shall be completed in accordance with the details and timetable agreed.

Reason: To prevent the increased risk of flooding and pollution of controlled waters by ensuring the provision of a satisfactory means of surface water disposal.

31. No development approved by this permission shall be commenced until a scheme for the flood-proofing of the ground floor of each building/apartment block has been approved by and implemented to the reasonable satisfaction of the Planning Authority.

Reason: To prevent the increased risk of flooding.

32. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted and obtained written approval from the Local Planning Authority, for an addendum to the Method Statement. This addendum to the Method Statement must detail how this unsuspected contamination shall be dealt with and from the date of approval the addendum(s) shall form part of the Method Statement.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment ands harm to human health.

33. Prior to the commencement of the main apartment block, precise details of the gabion walling surrounding the basement car park shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be completed in accordance with the approved plans.

Reason: In the interests of visual amenity.

34. The replacement yacht club hereby approved shall make provision for a kiosk to be used to sell refreshments to the general public as indicated in the approved plans.

Reason: To enhance facilities available to the general public using the beach and greensward for recreational activities.

35. Prior to the occupation of the flats above the Health Centre, an obscure glazed screen shall be provided to the second floor balcony on the south elevation in accordance with details first submitted to and approved in writing with the Local Planning Authority. Thereafter, the screen shall be retained at all times in accordance with the approved details.

Reason: To safeguard the amenities of adjoining residents.

cont.....

necessary to enable the Developer to carry out the New Yacht Club Works in accordance with clause 10.1 of this Deed

10.5 Forthwith upon the practical completion of the New Yacht Club Works the Developer shall take all necessary steps to carry out the demolition of the Old Yacht Club with such procedures and workmanship as shall be expected of a competent contractor employed to carry out demolition of such works taking into account the location of the Old Yacht Club and its proximity to public areas.

11. ON-SITE OPEN SPACE

11.1 Prior to the occupation of the first Dwelling the Developer shall cause to incorporate a Management Company for the management of the Development including the Public Garden.

11.2 The Developer on behalf of itself and the Management Company shall cause to be maintained in perpetuity the Public Garden to the reasonable satisfaction of the Council (with the intention that the cost of such maintenance shall be borne by the Management Company)

11.3 The Developer and the Management Company shall have all necessary licences to enter upon the Public Garden for the purposes of giving effect to their obligations pursuant to the terms of this Deed subject to the Developer and/or the Management Company (as the case may be) making good any damage caused during or arising from such entry and to the Developer and/or the Management Company taking proper measures to protect the health and safety of those using the Public Garden

12. COSTS

The Developer covenants to pay to the Council and the County Council on completion of this Deed their respective reasonable and properly incurred legal and administrative costs

13. AGREEMENTS AND DECLARATIONS

13.1 It is agreed and declared by and between the Parties as follows:

13.1.1 Nothing contained or implied in this Deed shall prejudice or otherwise affect the rights powers duties and obligations of the Council or the County Council in their exercise of their functions either as Local Planning Authority Local Education Authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council or County Council was not a Party to this Deed

13.1.2 Any notice or written communication to be served by one Party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if transmitted by facsimile delivered by hand or sent by registered post or recorded delivery post to the other Party at its address herein specified or such other address as from time to time be notified for the purpose by notice in writing and in the case of the County Council is addressed to the County Secretary quoting reference and in the case of the Council The Executive Head of Planning Regeneration and Wellbeing Services and any such notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or the County Council by an Officer or duly authorised signatory thereof

13.2 The covenants as contained herein take effect as provided by this Deed but for the avoidance of doubt all covenants with the exception of clause 12 shall not be of any effect until Commencement of Development

13.3 This Deed shall be registered in the Register of Local Land Charges

13.4 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the Commencement of Development or is modified (other than by agreement with or at the request of the Developer) this Deed shall forthwith determine and cease to have effect and the Developer and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

13.5 The Council will upon the written request of the Developer at any time after the Planning Obligations have been fully discharged or performed issue with written confirmation and effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

13.6 This Deed shall cease to have any effect if Planning Permission for the Development has not been implemented before the expiration of the period specified (or deemed to be specified) in such Planning Permission for the Commencement of the Development pursuant to sections 91 or 92 of the 1990 Act (or such later date as may be agreed in writing by the Council)

13.7 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance

with any other planning permission granted whether before or after the date of this Deed by the Council the County Council or the First Secretary of State or any other competent authority

13.8 If there is any conflict between the terms of this Deed and any conditions attached to the Planning Permission the latter shall take precedence

13.9 Where the approval agreement confirmation or consent of the Council or any Officer of the Council is required or any matter has to be agreed for any purpose under or in connection with the terms of this Deed such approval agreement consent or matter to be agreed shall not be unreasonably withheld or delayed

13.10 Nothing in this Deed shall require the performance by the Developer of any obligations whatsoever in or upon over or under land outside the Land if that land is outside the Developership of control of the Developer

13.11 No person other than a contracting party may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

13.12 All sums payable by the Developer pursuant to this Deed shall be Index Linked

13.13 In the event of a Planning Challenge by any person other than the signatories to this Deed the provisions of this Deed shall be suspended only on the cessation of development until such time as the final determination of the Planning Challenge and shall (in circumstances where the Planning Permission is quashed on such final determination) have no further force and effect except for the payment of costs under paragraph 12 above

14. DISPUTE RESOLUTION

14.1 Without prejudice to the rights of any Party to this Deed to take alternative action save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any Party for determination by a single expert whose decision shall be final and binding on the Parties

14.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

14.2.1 The expert shall have at least ten (10) years post qualification experience in the subject matter of the dispute

14.2.2 The expert shall be agreed between the Parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any Party to the dispute

14.2.3 The persons calling for the determination shall make written submissions to the expert and the other Parties within ten (10) working days of his appointment

14.2.4 The other Parties shall have twenty one (21) working days from the receipt of such written submission or such extended period as the expert shall allow to respond

14.2.5 The expert shall disregard any representations made out of time and shall make his decision within twenty one (21) working days of receipt of the representations under Sub-Clause 14.2.4 or if none the expiry of the period referred to in Sub-Clause 14.2

14.2.6 The expert's decision shall be in writing and give reasons for his decision

14.2.7 The expert's fees shall be met by the person calling for the determination unless the other Party is found to have acted unreasonably in which case the other Party shall meet such costs and reimburse any expert's fees already paid by the other Party

IN WITNESS whereof the parties hereto have by affixing their respective common seals executed this document as a Deed upon the date hereof

36. The development hereby approved shall provide for a replacement public toilet in accordance with the approved plans as part of the health centre or in an alternative location to be agreed in writing with the Local Planning Authority prior to the occupation of the final dwelling. Precise details of the hours of opening of the public toilet and the maintenance arrangements shall be agreed in writing with the Local Planning Authority prior to the occupation of the final dwelling. Thereafter, the toilets shall be provided, opened and maintained in accordance with the approved details and available for use prior to the completion of the development.

Reason: To ensure the provision of appropriate replacement facilities to serve the local community.

SCHEDULE 2 Specification for Yacht Club

structure

	element	specification	comment
1.01	ground floor car park level	beam and block	U-value 0.18Wm2K
1.02	floor over boat store / cellar / store..	Precast concrete planks screed self finish.	U-value 0.20Wm2K
1.03	first floor	Precast concrete planks	Robust detail
1.04	second floor.	Precast concrete planks	Robust Detail.
1.05			
1.06	cavity wall to DPC	105 brick / 50 clear cavity /100 block.	U-value 0.25Wm2K
1.07	cavity wall above DPC	Rendered 100 block / 50 clear cavity / partial fill insulation / 100 block / pb on dabs	U-value 0.30Wm2K
1.08	boat store seperating wall	self finished insulated plasterboard / 150mm blockwork	U-value 0.15Wm2K
1.09	flat roof.	Timber joist rafters generally @ 600cc single ply membrane.	
1.10			U-value 0.15Wm2K
1.11	sloping roof	Timber joist rafters gen @ 600cc insulation pb to underside	-
1.12			
1.13	ceilings	plaster board.	
1.14			
1.15		100 concrete block / 12pb on dabs	80mm overall
1.16	load bearing partitions	48 soundshield gyproc metal stud / 15pb both sides.	see schedule on plan
1.17	non - load bearing partitions	catnic / IG or similar, all load bearing	
1.18	lintels	In quality only below DPC	see drawings
1.19	bricks		
1.20		manufacturer varies, several types to suit finish.	see schedule on plan
1.21	blocks	natural / slo. bucket handle joint	
1.22	mortar	standard reconstituted slate to sloping roof.	
1.23	main roof tiles		
1.24			see working drawing
1.25			
1.26		Weber' colour white	
1.27	render	timber	
1.28	cladding	metal trim.	
1.29	fascia	metal trim.	
1.30	soffit	metal trim.	
1.31	barge board	metal trim.	
1.32	verge		
1.33			
1.34			
1.35			
1.36			
1.37		stainless steel wall ties	
1.38	wall ties	plasterboard dry lining jointed ready for decoration	
1.39	dry lining	moisture resistant plasterboard to wet areas	
1.40			

specification

2 external areas and hard landscape

	element	specification	comment
2.01			
2.02			
2.03			
2.04			
2.05			
2.06			
2.07			
2.08			
2.09			
2.10			
2.11			
2.12	Driveway / concrete edging	Brushed concrete self finish / sub base	
2.13			
2.14			
2.15			
2.16			see working drawings
2.17		buff riven conc. slabs , 450 x 450mm	see working drawings
2.18	paths	Anti slip Hardwood Decking.	see working drawings
2.19	patio decking areas	buff riven conc. slabs on brick risers	
2.20	steps		
2.21			
2.22			
2.23			see working drawings
2.24		space outside. to LA system / requirements	see working drawings
2.25	refuse collection	space outside for containers totaling 310 litres as LA system / requirements	
2.26	recycling		
2.27			
2.28			
2.29			
2.30			
2.31			
2.32			
2.33			
2.34			
2.35			
2.36			
2.37			
2.38			
2.39			
2.40			

3 services

	element	specification	comment
3.01	gas	to ground level meter box	in ground floor store
3.02			
3.03			
3.04	electric	to meter box in wall to landlords supply in lower level.	in ground floor store
3.05		3 phase for lift.	
3.06			in ground floor cellar
3.07	water	metered supply to stopcock	
3.08			
3.09			
3.10	telephone	ducted and wired but not connected three lines 1) office 2) pay phone in lounge 3) security system / lift.	
3.11			
3.12			
3.13	broadband	via telephone line if available	
3.14			lounge
3.15			
3.16	television	aerial wire to roof top for clients aerial	
3.17			lounge
3.18			
3.19	satellite / cable	aerial wire suitable for satellite dish by client	
3.20			
3.21			
3.22			
3.23			
3.24			
3.25			
3.26			
3.27			
3.28	Fire Alarm	as required by building control.	
3.29			
3.30			

specification

4 windows and external doors

	element	specification	comment
	windows		
4.01	style	design as planning drawing	U-value 1.5Wm2K
4.02	window	grey Aluminium. Double Glazed.	
4.03	furniture	grey to match windows	
4.04	beading	internal	
4.05	mastic pointing	to external frame	
4.06	vents	to comply with building regulations	
4.07	lockable	push button	
4.08	weatherstripped	yes with mastic seal outside	
4.09	double glazing	K glass clear	
4.10	obscure glazing	none	
4.11			
4.12	laminated	to glazing below 800mm above floor level doors and windows. With kite mark.	
4.13	cills	generally stub but to detail	
4.14	fire escape	escape windows as required	
4.15			
4.16			
4.17			
	external doors		insulated
4.18		IG high performance weatherbeater	
4.19	door	refer to working drawings	
4.20	style	none	primed
4.21	sidelight	painted blue.	
4.22	finish	chrome	
4.23	furniture	chrome / weathersealed	
4.24	letterplate	none	
4.25	knocker		
4.26		5 lever mortice lock / nightlatch BS 3621	
4.27	lock		
4.28			
4.29		to front entrances inc frame	
4.30	level threshold [part M]	softwood	
4.31	frame	yes	
4.32	secured by design	yes with mastic seal outside	
4.33	weatherstripped		
4.34			
4.35			
	Patio, balcony doors		
4.36		refer to working drawings	
4.37	style	grey Aluminium.	panic bars
4.38	door	grey	U-value 1.5Wm2K
4.39	furniture	yes	
4.40	lock	yes	
4.41	double glazing	yes with mastic seal outside	
4.42	weatherstripped	yes	
4.43	level threshold [part M]		
4.44			
4.45			

specification

products, materials, finishes & fittings

1119

development name : THE YACHT CLUB - SEA PLACE, WORTHING

scheme : YACHT CLUB

circulation :

kier homes

revisions :

A - 8/12/08: level threshold to patio / balcony doors.

original 27-Nov-08

Kier Homes Limited

YACHT CLUB SPECIFICATION

specification

index

1 structure
2 external areas and hard landscape
3 services
4 windows and doors
5 internal elements / materials
6 decoration and tiling
7 kitchen and bar
8 showers, and wc's
9 boat store and balconies
10 cellar / store / kiosk
11 common areas
12 plumbing and heating
13 electrical
15 variations

standards

All building work , materials and fixtures to comply with current building regulations , planning and NHBC requirements

Unit size [4340 sq.ft] internal excluding deck areas
[403.4sqm]

YACHT CLUB SPECIFICATION

Kier Homes Limited

5 internal elements / materials

	element	specification	comment
	doors		
5.01	door	flush light wood veneer	
5.02	sizes	standard, 838, 762, 686, 610, 533 and 457mm	
5.03		FD30, 914, 838, 762, 686mm	
5.04	linings	MDF with wood stops	
5.05	furniture	chrome	
5.06	firecheck	to comply with building regulations	
5.07	storey height frames	none	
5.09	**stairs**		
5.10	slab	Concrete	
5.11	balusters	painted mild steel.	
5.12	handrail	round mild steel.	
5.13	newel posts	none	
5.14	skirting	painted skirting on half landing	
5.16	**boiler cupboard**		no immersion provided
5.17	electrics	socket or spur with neon indicator to immersion etc	
5.18	heating	none	
5.19	cylinder	250 litres	
5.20	immersion heater	none	
5.21			
5.22	**generally**		
5.24	architrave	75mm x 32mm , MDF , standard pattern to suit doors , painted white	
5.25	skirting	100mm x 25mm , MDF , standard pattern to suit doors , painted white	
5.26	window cills	MDF, 25mm moisture resistant, painted white	
5.27			
5.28			
5.29			
5.30			
5.31			
5.32			
5.33			
5.34			
5.35			

6 decoration and tiling

	element	specification	comment
	painting		
6.01	walls	Dulux emulsion , Barley white , matt	1 mist coat, 1 top coat
6.02	wood / MDF	white satin	1 undercoat, 1 top coat
6.03	ceilings	white painted smooth flat finish	
6.04			
6.05			
6.06	stair	carpet by others	
6.07	balusters	painted blue	
6.08	handrail	painted blue	
6.09	newel posts	none	
6.10	stair skirting	painted white	
6.11			
6.12	skirting	painted white satin	
6.13	architrave	painted white satin	
6.14	skirting	painted white satin	
6.15	window cills	painted white satin	
6.16			see schedule
6.17	front door	painted oxford blue gloss.	
6.18	internal doors	flush light wood veneer	
6.19			
6.20			
6.21	**wall tiling**		
6.22	kitchen	tiling above worktops to underside of wall units 450mm high and hood area	choice by client
6.23	bar	half tiled to 1.2m high to wet area	see working drawing
6.24	shower	shower enclosures full height tiling	choice by client
6.25			
6.26			
6.27	**floor tiling**		
6.28	kitchen area	vinyl floor covering by others.	finish by others
6.29	Bar area	vinyl floor covering by others.	finish by others
6.30	Lounge	carpet by others.	finish by others
6.31	wc	vinyl floor covering by others.	finish by others
6.32	changing	non-slip tiles to shower areas. non-slip vinyl floor covering by others.	finish by others
6.33	kiosk	screed self finish	finish by others
6.34	boat store / store / cellar	screed self finish	finish by others
6.35	floor coverings	all by others	
6.36			
6.37			
6.38			
6.39			
6.40			

7 kitchen and bar

	element	specification	comment
	kitchen		
7.01	units	medium quality , choice to be agreed	choice by client
7.02	worktops	38mm postformed	
7.03			by others
7.04		gas , stainless steel	by others
7.05	hob		by others
7.06	oven	electric oven /grill, in midi unit, stainless steel	
7.07	cooker hood / extractor	integrated style depending on units chosen	by others
7.08		integrated , less than 13 litres usage , A rated	by others
7.09	dishwasher		by others
7.10	fridge - freezer	by others	by others
7.11	washing machine	no, plumbing only	by others
7.12			by others
7.13			by others
7.14			
7.15			
7.16			
7.17	sink type	inset for 1000mm x 600mm base unit	
7.18	sink style	one and half bowl with drainer	
7.19	sink colour / material	stainless steel	
7.20	taps	monobloc disc to match sink , less than 2.5 litres/min flow rate	
7.21	recycling	three ten litre containers or as LA system / requirements	
7.22			
7.23			
7.24			
7.25			
7.26			fit out by others
	Bar		
7.27	units	none	
7.28	worktops	38mm postformed	
7.29	equipment	all to be fitted out by the yacht club	
7.30			
7.31			
7.32	sink type	inset in base unit	
7.33	style	one bowl , round , no drainer	
7.34	sink colour / material	stainless steel	
7.35	taps	monobloc disc to match sink , less than 2.5 litres/min flow rate	
7.36			
7.37			
7.38			
7.39			
7.40			

B showers and wc's

	element	specification	comment
	showers		
B.01	style	Twyfords range ,medium quality , colour white	
B.02	basin	pedestal	
B.03	basin taps	monobloc disc to match basin , less than 1.7 litres/min flow rate , chrome	
B.04			800 x 800mm minimum
B.05		yes, as applicable , resin with edge upstands	
B.06	shower tray	none. curtain by others	
B.07	shower door	yes thermostatic, max 7 litres per min. chrome.	
B.08	shower fitting		
B.09			
B.10			
B.11			
B.12			
B.13			by others
B.14			by others
B.15			by others
B.16			
B.17			
B.18			
B.19			
B.20			
B.21			
B.22			
B.23			
B.24			
B.25			
B.26			
	wc		
B.27		Twyfords range ,medium quality , colour white	
B.28	style	pedestal	
B.29	basin	monobloc disc to match basin , less than 1.7 litres/min flow rate , chrome	
B.30	basin taps		by others
B.31			
B.32	W.C.	close coupled , dual flush, 4 / 2 litres	
B.33	hand dryers	1no. per wc area	by others
B.34	disabled wc	to accommodate facilities for diabled persons	by others
B.35			by others
B.36			by others
B.37			
B.38			
B.39			
B.40			

9 boat store and balconies

	element	specification	comment
	boat store		
9.01	boat door	Roller shutter , colour blue. prefinished	
9.02			
9.03	walls	Painted fair faced blockwork internally	
9.04	floor	beam and block with structural topping	
9.05	ceiling	Painted plasterboard.	
9.06			
9.07			
9.08			
9.09			
9.10			
9.11		screed self finish	
9.12	floor		
9.13			
9.14			
9.15	power socket	two double socket at rear wall surface mounted to blockwork	1200mm above floor
9.16	light	flurecent light and switch	
9.17			
9.18			
9.19			
	balconies		
9.20		metal	
9.21	frame	grey	
9.22	colour	clear laminated with lugg fixings	
9.23	glass	metal frame. hardwood non slip	
9.24	floor		
9.25			
9.26			
9.27			
9.28			
9.29			
9.30			

specification

10 CELLER / STORE / KIOSK

1119

	element	specification	comment
	celler		
10.01			see working drawing
10.02			
10.03	walls	Painted fair faced blockwork	
10.04	floor	beam and block with structural topping	
10.05	ceiling	Painted plasterboard.	
10.06	equipment	to be fitted out by yacht club or their approved contractor	
10.07	air cooling	evaporator in the cellar and compressor sited externally	
10.08			
10.09			
10.10			
10.11			
10.12	power socket	four double sockets surface mounted to blockwork wall	1500mm above floor
10.13	light	one strip light and switch	
10.14			
10.15	floor	screed self finish	
10.16	sink	belfast style cold water only with connection to supply beer cleaning	
10.17	beer lines	surfaced fixed by others.	
10.18	tap	one	
10.19	heating	heating required to maintain 12c with electric frost protection.	
10.20	**store**		
10.21			
10.22	walls	Painted fair faced blockwork	
10.23	floor	screed self finish	
10.24	ceiling	Painted plasterboard.	
10.25			
10.26			
10.27			
10.28			
10.29	power socket	two double socket at rear wall surface mounted to blockwork	1200mm above floor
10.30	light	one pendant light and switch	
10.31			
10.32			
10.33	**kiosk**		
10.34	door	IG high performance weatherbeater	
10.35	kiosk service door	Roller shutter above counter, colour blue, prefinished	
10.36	walls	dulux emulsion , barley white , matt	
10.37	floor	screed self finish	
10.38	ceiling	Painted plasterboard.	
10.39	heating	electric panel	
10.40			
10.41			
10.42			
10.43			
10.44			
10.45			by others

	element	specification	comment
11.01	doors	flush light wood veneer	
11.02	sizes	standard, 838, 762, 686, 610, 533 and 457mm	
11.03		FD30, 914, 838, 762, 686mm	
11.04	linings	MDF with wood stops	
11.05	furniture	chrome	
11.06	firecheck	see architects drawings	
11.07	storey height frames	none	
11.08	floor coverings	all by yacht club	
11.09			
11.10			
11.11			
11.12	**lift**		
11.13			as working drawings.
11.14		to all floors, 8 adult person	
11.15	lift		
11.16			
11.17			
11.18			
11.19			
11.20	**notice board**		
11.21		at beach level common area.	
11.22	notice board		
11.23			
11.24	**fire extinushers**		by others.
11.25		as required by building control	
11.26	fire extinushers		
11.27			
11.28			
11.29			
11.30			

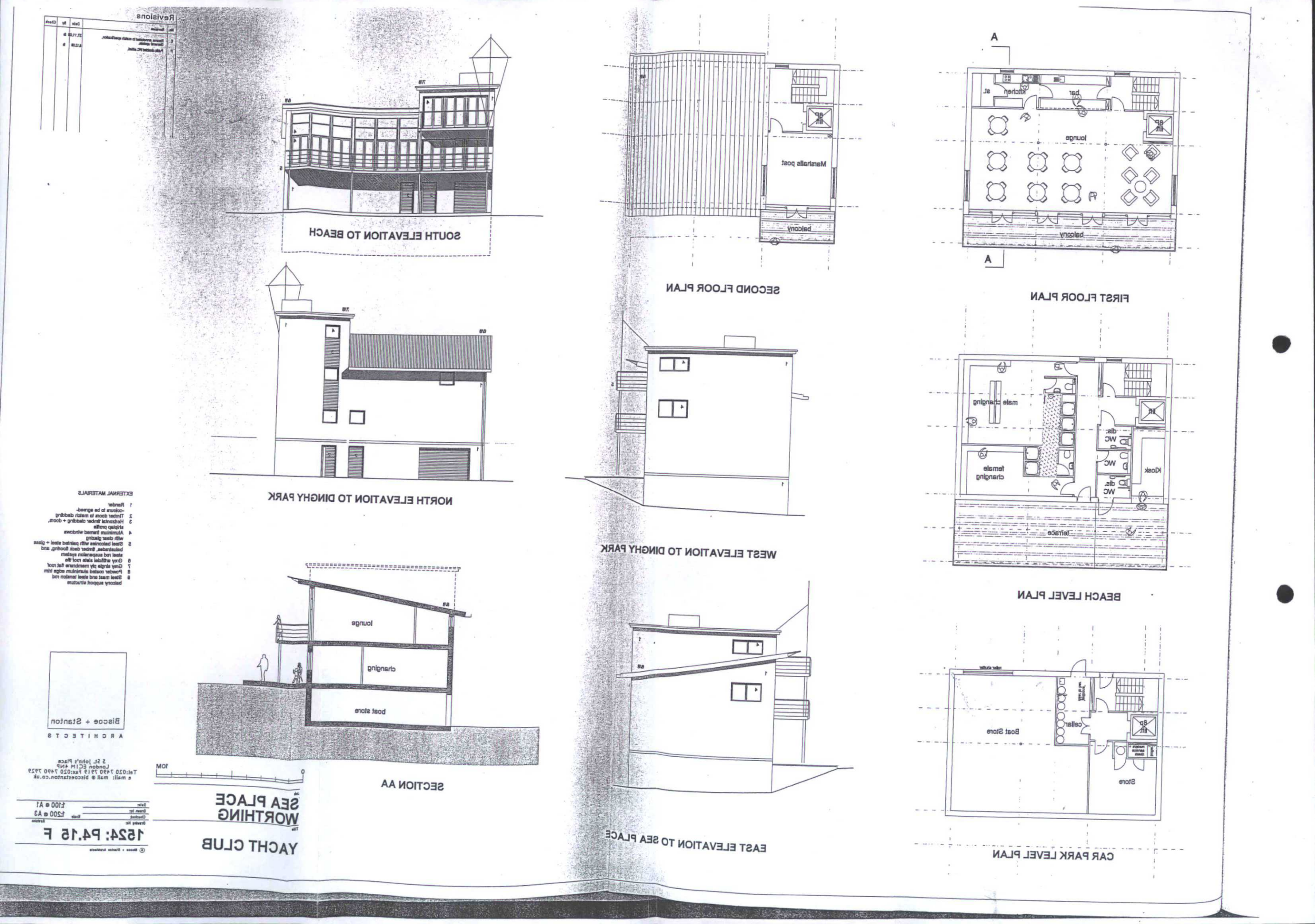
12 plumbing and heating

	element	specification	comment
12.01	heating system	gas fired fan assisted boiler with radiators. Nox emissions less than 40 mg/kWh , expansion vessel	
12.02	boiler and controls	"A" rated condensing boiler / 92% efficient / time & temperature controlled / load & weather compensator programmer, thermostatic radiator valve's, cylinder thermostat and frost thermostat	
12.03			
12.04	pipework	insulated primary pipework outside floor space i.e 22mm, 28mm	
12.05		plastic pipework to be used behind linings	
12.06		brass manifold to be used to distribute pipework	
12.07			
12.08	cellar	no heating in this room	
12.09			
12.10	cold water supply	mains pressure	
12.11	tank type	Cylinder	
12.12	tank capacity	250 litres	
12.13			
12.14			
12.15			
12.16	hot water supply	boiler with cylinder	
12.17			
12.18	cylinder type	Cylinder	
12.19	cylinder size	250 litres	
12.20			
12.21			
12.22			
12.23	external tap	one to cellar + one to boot store.	
12.24	rain water goods	deep flow half round UPVC gutter and circular downpipes , colour black.	
12.25	gas carcass	carcass to cooker / hob / boiler	
12.26			
12.27			
12.28			
12.29	washing machine plumbing	yes	appliance by others
12.30	dishwasher plumbing	yes	
12.31			
12.32			
12.33	valves	bailofix isolating valves to spurs and appliances and all taps	
12.34			
12.35			
12.36			
12.37			
12.38			
12.39			
12.40			

	element	specification	comment
13.01	telephone	one in lounge + Lift + office	
13.02	tv points	one in lounge	
13.03	tv system	wired only for aerial, wire suitable for satellite dish and SKY plus	
13.04			
13.05			
13.06			
13.07	consumer unit	miniture circuit breakers , surface box	
13.08	light switches	rocker at door handle height , no pull cords , white plastic	set 1050mm above floor
13.09			
13.10	light fittings	dedicated low energy fittings and light bulbs to all rooms (fluorescent strips to boat store / store and cellar)	
13.11	power points	switched doubles , white plastic	
13.12		engraved labelling to kitchen and shower	
13.13		multi gang plate switch for spurs in kitchen	
13.14			
13.15	cooker control	switched spur	
13.16	appliance control	spur switch wired to socket outlet below worktops for	
13.17		fridge / freezer , dishwasher, washing machine , extract , hob , tumble dryer	
13.18			
13.19	porch light	dedicated efficient luminaires / controlled by time clock or sensor	small white disc type
13.20	patio lights	dedicated efficient luminaires / controlled by time clock or sensor	
13.21	driveway light	yes, wired to landlords club meter	
13.22	downlighters - kitchen	recessed normal voltage , 2 , 4 or 6 as applicable , 60mm dia , white	
13.23	downlighters - lounge	recessed normal voltage , number as applicable , 60mm dia , white	see working drawings
13.24			
13.25			
13.26			
13.27			
13.28			
13.29			
13.30			
13.31	smoke detectors	wired to mains with battery back up to comply with building regulations	see working drawings
13.32			
13.33			
13.34	external power socket	one	
13.35	mechanical ventilation	Greenwood as required or via cooker hood	see drawing
13.36			
13.37			
13.38			
13.39			
13.40	lift	lift shaft lighting as required by lift manufature for maintenance.	

14 variations

	element	specification	cost	comment	action
14.01					
14.02					
14.03					
14.04					
14.05					
14.06					
14.07					
14.08					
14.09					
14.10					
14.11					
14.12					
14.13					
14.14					
14.15					
14.16					
14.17					
14.18					
14.19					
14.20					
14.21					
14.22					
14.23					
14.24					
14.25					
14.26					
14.27					
14.28					
14.29					
14.30					



SOUTH ELEVATION TO BEACH
NORTH ELEVATION TO DINGHY PARK
SECTION AA
SECOND FLOOR PLAN
WEST ELEVATION TO DINGHY PARK
EAST ELEVATION TO SEA PLACE
FIRST FLOOR PLAN
BEACH LEVEL PLAN
CAR PARK LEVEL PLAN
Marshalls post
balcony
lounge
kitchen
bar
male changing
female changing
terrace
Kiosk
lift
Boat Store
cellar
Store
boat store
changing
EXTERNAL MATERIALS
1 Render
-colours to be agreed-
2 Timber doors to match cladding
3 Horizontal timber cladding + doors, shiplap profile
4 Aluminium framed windows with clear glazing
5 Steel balconies with painted steel + glass balustrades, timber deck flooring, and steel rod suspension system
6 Grey artificial slate roof tile
7 Grey single ply membrane flat roof
8 Powder coated aluminium edge trim
9 Steel meat and steel tension rod balcony support structure
Biscoe + Stanton
ARCHITECTS
S St. John's Place
London EC1M 4NP
Tel:020 7490 7919 Fax:020 7490 7929
e mail: mail @ biscoestanton.co.uk
SEA PLACE
WORTHING
YACHT CLUB
1524: P4.15 F

THE COMMON SEAL of WEST SUSSEX COUNTY COUNCIL ~~WORTHING BOROUGH COUNCIL~~ was affixed to this Deed in the presence of:

[redacted]

Solicitor/Authorised Signatory

5711/09

THE COMMON SEAL of WORTHING BOROUGH COUNCIL ~~WEST SUSSEX COUNTY COUNCIL~~ was affixed to this Deed in the presence of:

[redacted]

Authorised Signatory

8824

SIGNED as a **DEED** by BELLWINCH HOMES LIMITED acting by a Director and its Secretary but undelivered until the date above written

[redacted]

Director

DIRECTOR

Secretary