DATED 29th April 2024

THE DISTRICT COUNCIL OF ADUR

- and –

WEST SUSSEX COUNTY COUNCIL

- and –

HYDE HOUSING ASSOCIATION LIMITED

-and –

HYDE DEVCO 2 LIMITED

SECTION 106 AGREEMENT

relating to a development at the Former Civic Centre, Shoreham West Sussex,

(Application AWDM.1450/21 and AWDM/1024/23)

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Agreement

dated 29th April **2024**

Parties

(1) **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 1RQ (the **County Council);**

(3) **Hyde Housing Association Limited** (Registered Society Number 18195R) of 30 Park Street, London, SE1 9EQ (the **First Owner);**

(4) **Hyde Devco 2 Limited** (Company Registration Number 12595854) of 30 Park Street, London, SE1 9EQ (the **Second Owner**) and

(5) **District Council** of Adur Town Hall, Chapel Road, Worthing, West Sussex BN11 6PR (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 the education authority and the authority responsible for library and fire provision for the area in which the Site is situated.

(C) The Owners acquired the freehold title of the Site registered at HM Land Registry under title number WSX316292 pursuant to a transfer dated 20 December 2023, between the Council, and the First and Second Owner.

(D) The Owners 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.

(E) The obligations contained in the Agreement may be enforced by the Council or the County Council against the Owners and vice versa

(F) The Council granted the Planning Permission on 24 April 2023 and the Section 111 Agreement was completed on 21 April 2023. The Planning Permission was varied on 8 December 2023 and a new decision was issued with reference AWDM/1024/23

1. Definitions and Interpretation

1.1 Definition

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:

Contract to Purchase	means the contract to purchase dated the 16th July 2021 or any subsequent amendments or variation thereto agreed between the Council and the First and Second Owner in relation to the site.
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 Council or the County Council as the case may be may specify;
Application	means the application for planning permission submitted to the Council for the Development and allocated reference number AWDM/1450/21 for the erection of 159 residential units comprising a mix of 1-bed, 2-bed and 3-bed units (including a minimum of 30% affordable housing), commercial (Class E) floorspace, and associated parking and landscaping for which permission was granted on 24 April 2023 as varied by a further application for which permission was granted on 8 December 2023 with reference number AWDM/1024/23.
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 underground services, excavation and levelling works, 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 Site pursuant to the Planning Permission;

Council Monitoring Contribution	means the total sum of £900 payable to the Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development.
County Council Contributions	means the Education Contribution, the Fire and Rescue Service Contribution, the Library Contribution and the Total Access Demand Contribution
County Council Monitoring Contribution	means the total sum of £1200 (twelve hundred pounds) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development
Development	means the erection of 159 residential units comprising a mix of 1-bed, 2-bed, and 3-bed units (including a minimum of 30% affordable housing), commercial (Class E) floorspace, and associated parking and landscaping as set out in the Application;
Dwelling	means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;
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 attached at Appendix 2;
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;
Qualifying Trigger	means any trigger contained within this Deed which in this case is a financial contribution trigger that attracts either the Council Monitoring Contribution or the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council;
Section 111 Agreement	means an agreement entered into between the parties hereto pursuant to section 11 of the Local Government Act 1972 and dated
Site	means the Land as indicatively shown on the Plan and currently registered at HM Land Registry under title number WSX316292;
Specified Date	means the date on which any payment under this Agreement becomes due;
Schedules	means Schedules 1 to 6 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 them) 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

3.1 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 Owners covenants:

4.1.1 with the Council in respect of the Owner's covenants as set out in Schedules 1,2, 4, and 5; and

4.1.2 with the County Council in respect of the Owner's covenants as set out in Schedule 2, 3, 4 and 5.

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

4.2.1 by the First Owner only, then that obligation shall not bind the Second Owner 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 interest in the Site or any part thereof);

4.2.2 by the Second Owner only, then that obligation shall not bind the First Owner 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 interest in the Site or any part thereof).

5. The Council's covenants

5.1 The Council covenants with the Owners as set out in Schedule 6.

6. The County Council's covenants

6.1 The County Council covenants with the Owners as set out in Schedule 6.

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 The Owners shall pay to the Council and County Council on completion of this Deed the Council Monitoring Contribution and the County Council Monitoring Contribution.

7.3 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.

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

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

7.11 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.

7.12 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.

7.13 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

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of its charge over the Site 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 Site (or part thereof) in which case it too will be bound by the obligations in this Agreement that bind the Site as if it were a person deriving title from the Owners.

9. Future Mortgagees

It is acknowledged and declared 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 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 or the Commercial Floorspace.

12. Index linked

12.1The Owners agree with the 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.

12.2 The Owners agree with 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 Specified Date;

D is the All-In Tender Price Index for the 1 March 2022

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 Owners 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 Owners 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 Owners 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 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 consultation with the County 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

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

THE COMMON SEAL ofthe)
DISTRICT COUNCIL of ADUR)
was affixed to this **DEED** by Order)

Authorised Officer



THE COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL)
was affixed to this **DEED** by Order)

Authorised Officer



24063

Executed as a deed by affixing the Common Seal of **HYDE HOUSING ASSOCIATION LIMITED** in the presence of)

Authorised Signatory .....

Authorised Signatory .....

Executed as a deed by **HYDE DEVCO 2 LIMITED** acting by a director)

in the presence of:

Witness Signature : .....

Witness Name : Luisa Haulikova

Witness Address : 30 Park Street, London SE1 9EQ

Witness Occupation : Senior Assistant Company Secretary

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	shall have the same meaning as in Annex 2 of the NPPF - that is to say Social Rented Housing, Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by 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 Owners pursuant to this Schedule;
Affordable Housing Units	means a minimum of 30% or 48 (forty eight) 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 prior to Commencement of the Development 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 Owners 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;
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 (July 2021);
Nominations Agreement	means an agreement substantially in the form appended to this Agreement at Appendix 4 to be entered into between the Council and the Owners 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 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 10% 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 the Regulators 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 Owners 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 twelve (12) Intermediate Housing Units (5 x 1 bed, 6 x 2 bed and 1 x 3 bed);
2.3.2 thirty six (36) Social Rent Housing Units (11 x 1 bed, 23 x 2 bed, 2 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 Owners are 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 50% 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 provision 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 including but not limited to the "Right to Shared Ownership" as set out in the Homes England Capital Funding Guide;

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

ADC Tenure Report	means a report to be submitted by the Owners 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 at (a) above;
Air Quality Contribution	means the sum of £ 23,060 to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the operational phase of the Development of the Dwellings within the Council's administrative area to be approved as part of the Air Quality Mitigation Plan with any unused balance of this sum used to reduce any unmitigated impact and calculated as follows: X = Y — Z X — the amount (£) of the Air Quality Contribution required to reduce any unmitigated impact Y — £ 23,060 Z- the cost (£) of on-site air quality mitigation measures proposed as part of the operational phase of the Development relating to the Dwellings;
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 £23,060 shall not be achieved;
Discretionary Social Rent Units	Market Dwellings which the Owners may elect as its own absolute discretion to let as housing where such rents do not exceed Target Rent
Employment and Skills Plan	means a plan submitted by the Owners to the Council for its written approval setting out the Owners proposals to ensure the local procurement of

employment and skills in the completion of the Development to be submitted and implemented in liaison with the Councils Economy & Skills Officer.

First Health (Primary Care Facilities) Contribution means the maximum sum of £114,127 to be paid to the Council towards either a refurbishment, improvement, replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre) or at another location within Adur District, as may be first agreed between the Council and the Owners

;

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

Noise Attenuation Plan means a plan submitted by the Owners to the Council for its written approval setting out the Owners proposals for the maintenance of all acoustic glazing/ systems and mechanical ventilation for the Development in accordance with the Planning Permission and for the lifetime of the Development.

Open Space Contribution means the sum of £85,000 to be used by the Council towards improvements and recreation works within The Ham Adur Recreation Ground and Buckingham Park or St Mary's Ward or adjoining wards, including but not limited to ecosystem and natural capital improvements;

Public Art Plan means a plan submitted by the Owners to the Council for its written approval setting out proposals for the delivery of public art within the Site or in St Mary's Ward SAVE THAT the cost of any such proposal shall be a minimum of £30,000

Site Management Plan means a plan to be submitted by Owners to the Council for its written approval detailing maintenance provisions in respect of the following, but not limited to, matters to be provided in accordance with the Planning Permission and this Agreement insofar as they relate to the 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 (Car Park Management and Servicing Plan);

(c) Maintenance of all secure cycle

stores.

(d) Implementation of the Travel Plan

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

(f) surface water drainage management & maintenance strategy including but not limited to arrangements for maintenance and end-of-life replacement;

(g) maintenance of bins and bin stores

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

(i) any noise attenuation measures

(j) maintenance of all common areas, including watering and pruning and informal play areas; and

(k) maintenance of parking pergolas and external lighting.

2. **Air Quality Contribution**

2.1 The Owners covenant as follows:

2.1.1 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;

2.1.2 to pay 50% of the 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 2.1.2

2.1.4 to pay 50% of the 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

3. **Open Space Contribution**

3.1 The Owners covenant as follows:

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

3.1.2 not to Occupy the Dwellings until the payment has been made pursuant to paragraph 3.1.1.

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

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

4. **Public Art**

4.1 The Owners covenant to:

4.1.1 discuss the draft Public Art Plan with the Council following Commencement of the Development

4.1.2 Submit the Public Art Plan to the Council for approval prior to Commencement of the Development above podium level; and

4.1.3 fully carry out the Public Art Plan prior to Occupation of the final Dwelling, or such other period as may be agreed by the Council.

5. **Health (Primary Care Facilities) Contribution**

5.1 The Owners covenants as follows

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

5.1.2 not to Occupy the Dwellings until the payment has been made pursuant to paragraph 5.1.1;

5.1.3 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;

6. **Site Management Plan**

6.1 The Owner covenants as follows:

6.1.1 To submit the Site Management Plan to the Council for approval prior to Occupation of the Dwellings

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

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

7. **Noise Attenuation**

7.1 The Owners covenant as follows:

7.1.1 To submit the Noise Attenuation Plan to the Council for approval prior to the Commencement of the Development above podium level.

7.1.2 Not to Occupy the Dwellings until such time as measures contained within the Noise Attenuation Plan have been approved by the Council in writing.

7.1.3 To comply with the approved Noise Attenuation Plan for the lifetime of the Development (as may be amended from time to time with Councils written approval.

7.2 The Owners covenant to provide details of the tenure of all Dwellings contained within the part of the Property known as Block A (as shown on the Plan) following any request by the Council

7.3 - The Owners covenant to:

7.3.1 Notify residents of the building of the existence of the Duke of Wellington as a live music venue and its licence conditions;

7.3.2 Refer any complaints made to the Owners by residents of the building relating to the activities of Duke of Wellington to the Council's Environmental Health department;

7.4 If the outcome of the investigation carried out by the Council's Environmental Heath department is that the Duke of Wellington is undertaking lawful activities and operating within their current existing licence conditions the Owners covenant:

7.4.1 not to bring or support a private nuisance claim in relation to that complaint; and

7.4.2 not to bring or support a statutory nuisance claim in relation to that complaint.

7.5 If the outcome of that investigation is that the Duke of Wellington is not undertaking lawful activities and/or are operating outside their existing licence conditions, then for the avoidance of doubt there is no prohibition on the Owner and/or residents of the Property bringing or supporting a statutory nuisance claim but in these circumstances, the residents of the building can commence or support a statutory nuisance claim if they so wish.

8. **Employment and Skills**

8.1 The Owners covenant as follows:

8.1.1 To submit the Employment and Skills Plan to the Councils Economy and Skills Officer for approval prior to the Commencement of the Development above podium level.

8.1.2 Not to Commence Development until such time as the Employment and Skills Plan has been approved by the Council in writing.

8.1.3 To use reasonable endeavors to ensure the Employment and Skills Plan is implemented in liaison with the Councils Economy and Skills Officer during the construction phase of the Development.

Schedule 3

Covenants with the County Council

1. Definitions

In this Schedule 3, the following terms have the following meanings unless inconsistent with the text.

Highway Contribution	means the sum of £ 223,127 to be used towards one or more of the following schemes A259 Cycle Route, A259 Bus Priority, new or improved pedestrian and cycle crossing points, Shoreham by Sea station interchange, Shoreham Town Centre Public Realm;
Discretionary Social Rent Units	means Market Dwellings which the Owners may elect at their own absolute discretion to let as Affordable Housing where such rents do not exceed Target Rent;
Education (Primary) Contribution	means the sum of £91,513 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed PROVIDED THAT should there be an amendment to the housing mix as agreed under the Application the contribution shall be recalculated using the following formula: (DfE figure (Primary) x TPR = Education (Primary) Contribution) where: Note: x = "multiplied by ..." DfE Figure = Department for Education (DfE) Primary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2022/2023 is £20,229 for Primary), updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index. Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) , as approved by a subsequent reserved matters planning application. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6)

to be used by the County Council towards expansion of existing primary schools within the district of Adur or innovative solutions to address the need within the District of Adur;

Education (Secondary)

Contribution

means the sum of £98,493 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed PROVIDED THAT should there be an amendment to the housing mix as agreed under the Application the contribution shall be recalculated using the following formula:

DfE figure (Secondary) x TPR = Education (Secondary) Contribution where:

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2022/2023 is, £30,480 for Secondary), updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

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

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent reserved matters planning application. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

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

to be used by the County Council towards additional facilities at Shoreham Academy;

Education (Sixth Form) Contribution means the sum of £23,072 which is calculated

using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed PROVIDED THAT should there be an amendment to the housing mix as agreed under the Application the contribution shall be recalculated using the following formula:

DfE figure (Further Secondary) x TPR = Education (Sixth Form) Contribution

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2022/2023 £33,056 for Further Secondary), updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

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

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent reserved matters planning application. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex.

to be used by the County Council towards additional facilities at Shoreham Academy Sixth Form;

Footway means the land shown on the plan at Appendix 3 and adjoining Brighton Road to be laid out as a footpath and used by residents or employees and including a verge containing newly planted trees at the Development and the public in accordance with the Footpath Plan approved pursuant to this Agreement;

Footway Plan means a plan agreed between the County Council and the Owners prior to First Occupation in relation to the adoption of the Footway pursuant to s38 Highways Act 1980 and payment of Footway Maintenance Contribution by the Owner to the County Council;

Libraries Contribution means the sum of £40,455 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed PROVIDED THAT should there be an amendment to the housing mix as agreed under the Application the contribution shall be recalculated using the following formula:

L/1000 x AP = Library Contribution where:

Note: x = multiplied by.

L/1000 = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2022/2023 is 35 sq.m and £5,928 per sq.m respectively).

AP (AdjustedPopulation) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of tenure no discount is applied), as approved by a subsequent reserve matters planning application.

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

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

to be used by the County Council towards additional facilities at Shoreham Library;

Residential Fire and Rescue Service Contribution

means the sum of £3,125 which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed and such contribution being a financial contribution to be used by the County Council towards the supply and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern area serving Shoreham/Southwick PROVIDED THAT should there be an amendment to the housing mix as agreed under the Application the contribution shall be recalculated using the following formula;
Y x Z = Fire and Rescue Service Contribution where:

Note: x = 'multiplied by'

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Housing Units, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) as approved by a subsequent reserved matters approval. WSCC use the latest published occupancy rated from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

Z = The estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which for information, for 2022/2023 is £15 for Southern Service Division).

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

Traffic Regulation Order means a 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, including the provision of on-road park (car club parking bay) to facilitate those matters referred at paragraph 2.1.6 of Schedule 4;

Traffic Regulation Order Contribution means the sum of £7,500 payable towards the County Council's cost of promotion and advertisement of making all Traffic Regulation Orders

Travel Plan means a plan submitted to the County Council in respect of the Development subject to any amendments agreed in writing by the County Council from time to time.

Travel Plan Auditing Fee means the sum of £3,500 payable to the County Council for monitoring the Travel Plan and/or wider travel plan promotion within Shoreham Harbour.

Travel Plan Coordinator means a Travel Plan Coordinator appointed by the Owner for a period of five years following Occupation of the first Dwelling.

2. Education, Libraries and Fire and Rescue

2.1 The Owners covenant

2.1.1 To pay

a) the Education (Primary) Contribution;
b) the Education (Secondary) Contribution;
c) the Education (Sixth Form) Contribution;
d) the Residential Fire and Rescue Contribution; and
e) the Libraries Contribution;

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

2.1.2 Not to Occupy the Dwellings until the contributions referred to in paragraph 2.1.1 have been paid.

3. Highway Mitigation Contribution

3.1 The Owners covenant:

3.1.1 to pay 50% of the Highway Contribution Index Linked to the County Council prior to the Commencement of the Development.

3.1.2 not to Commence the Development until the contributions referred to in paragraph 3.1.1 have been paid

3.1.3 to pay 50% of the Highway Contribution Index Linked to the County Council prior to Occupation of the Dwellings or 2 years after the date of Commencement of the Development, whichever is the sooner;

3.1.4 not to Occupy the Dwellings in the Development until the contributions referred to in paragraph 3.1.3 have been paid in full to the County Council.

4. Travel Plan

4.1 The Owners covenant:

4.1.1 to submit the Travel Plan to the County Council for approval prior to Occupation of the Dwellings;

4.1.2 not to Occupy the Dwellings until the Travel Plan has been approved by the County Council in writing.

4.1.3 not to Commence Development unless the Travel Plan Auditing Fee has been paid to the County Council in respect of the costs to the County Council in monitoring the Travel Plan.

4.1.4 not to Occupy or permit the Occupation of any Dwelling unless the requirements and timetable of the Travel Plan have been implemented and complied with in full;

4.1.5 Not to occupy the Dwellings until the Travel Plan Coordinator has been appointed.

5. Footway

5.1 The Owner covenants

5.1.1 to submit the Footway Plan to the County Council for approval prior to Commencement of the Development

5.1.2 Not to Occupy the Dwellings until the Footway Plan has been approved by the County Council in writing.

5.1.3 To enter into an agreement with the County Council pursuant to s38 Highways Act 1980 in relation to the adoption of the Footway, prior to Occupation of 50% of the Dwellings

6. Traffic Regulation Order

6.1 The Owner covenants;

6.1.1 to pay the Traffic Regulation Order Contribution, Index Linked, to the County Council prior to Commencement of the Development.

Schedule 4

Car Club and Car Park Management

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 free membership to a Car Club for a period of not less than 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
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
Car Park Management Strategy	means a plan submitted to the Council by the Owners to ensure the most effective practical uptake of parking and to minimize the risk of locking up car parking spaces within the Development.
CoMoUK	means the national charity promoting responsible car use.

2. Car Club

2.1 The Owner covenants to:

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

a) two Car Club vehicles on the Site prior to 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.

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

2.1.4 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

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

2.1.6 if so required by the Council or County Council to pay to the County Council the relevant Traffic Regulation Order Contribution (as set out in Schedule 3) in relation to the making of the appropriate Traffic Regulation Order.

3. Car Park Management

3.1 The Owner Covenants:

3.1.1 to submit the Car Park Management Strategy to the Council prior to Occupation of the First Dwelling:

3.1.2 Not to permit Occupation of the First Dwelling until such time as the Car Park Management Strategy has been agreed in writing.

3.1.3 To use reasonable endeavors to ensure compliance with the Car Park Management Strategy during the lifetime of the Development (as may be amended from time to time with the Councils written agreement)

Schedule 5

Notices

1. Notices

1.1 The Owner covenants with the Council and the County Council:

1.1.1 To serve notice of the following on the Council and County Council:

a) twenty Working Days prior notice of the anticipated Commencement Date of the Development
b) Notice of the actual Commencement Date of the Development within ten Working Days of such occurring;
c) twenty Working Days prior notice of the anticipated first Occupation Date of each residential building to be constructed pursuant to the Planning Permission; and
d) twenty Working Days prior notice of the anticipated date when 50% of the Dwellings will be Occupied; and
e) Notice of the actual date on which 51% of the Dwellings were Occupied within ten Working Days of such occurring.
f) twenty Working Days prior notice of the anticipated date when the last of the Dwellings will be Occupied; and
g) Notice of the actual date on which the last of the Dwellings were Occupied within ten Working Days of such occurring.

1.1.2 When serving notices pursuant to paragraph 1.1.1 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.

1.1.3 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.

Schedule 6

The Council and County Council Covenants

1. Definitions

1.1 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

2.1 The Council covenants with the Owner as follows

2.1.1 at the written request of the Owner 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

3.1 The Council covenants with the Owner;

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

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

3.1.3 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:

a) in respect of the Air Quality Contribution and/or the Open Space Contribution, ten years of the date of receipt together with interest for the period from the date of payment to the date of refund; and

b) 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;

3.1.4 .

4. Repayment of Contributions by the County Council

4.1 The County Council covenants with the Owner;

4.1.1 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;

4.1.2 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;

4.1.3 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;

4.1.4 if at the end of the period referred to in paragraph 5.2 of this Schedule 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.

4.1.5 At the written request of the Owner 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



ECE Architecture

Hyde

Former Adm Gov Centre

Block Plan

FOR APPROVAL

Appendix 2

Planning Permission

ADUR DISTRICT COUNCIL

Mr Sam Sykes
ECE Planning Limited
Brooklyn Chambers
11 Goring Road
Worthing
BN12 4AP

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

APPLICATION NUMBER: AWDM/1450/21

Details of Development
ERECTION OF TWO BLOCKS OF DEVELOPMENT RANGING IN HEIGHT BETWEEN 3 - 9 STOREYS COMPRISING 159 RESIDENTIAL UNITS COMPRISING A MIX OF 1-BED, 2- BED AND 3-BED UNITS (INCLUDING A MINIMUM OF 30% OF AFFORDABLE HOUSING), COMMERCIAL (CLASS E) FLOORSPACE AT GROUND FLOOR, AND ASSOCIATED PARKING AND LANDSCAPING.

Location of Development
LAND EAST OF 1 TO 11 MERCURY HOUSE HAM ROAD SHOREHAM-BY-SEA WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they DRAFT the above development, in accordance with the application and relevant correspondence registered on 9th August 2021.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

DRAFT

Planning Services Manager

SCHEDULE

Conditions

01. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified otherwise in a subsequent condition imposed on this decision notice.

Reference/Drawing Number	Version	Date Rec
[to be inserted]		

Reason: *For the avoidance of doubt and in the interests of proper planning.*

02. Application for approval of the reserved matters shall be made to the Local Planning Authority not later than 3 years from the date of this permission.

Reason: *To enable the Local Planning Authority to control the development in detail and to comply with section 92 of the Town and Country Planning Act 1990.*

03. Prior to commencement of any works above slab level details and samples of all materials to be used on all external faces of the buildings hereby approved, including windows and doors and roofs, colours and finishes, shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out only in accordance with the details thereby approved.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2021.*

04. Prior to commencement of any works above slab level detailed, large scale drawings (typically at 1:20 scale and with cross sections) of the following external details shall be submitted to and approved in writing by the Local Planning Authority:

i. Windows, doors and frames,
ii. Roof intersections, eaves, soffits and parapets,
iii. Rainwater goods,
iv. Balconies, rails, balustrades and any screens
v. Grilles, including ventilation grilles
vi. Typical intersection between brickwork and other materials
vii Walls, ceilings and other external surfaces of the undercroft pedestrian path at Block B

Development shall be carried out only in accordance with the details thereby approved.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2021.*

05. Prior to commencement of any works above slab level a detailed code for the detailed design of commercial frontages and entrances, including materials, signage, fascias and advertisements, shall be submitted to and approved in writing by the Local Planning Authority. All commercial frontages, including any future changes, shall be in accordance with the approved design code unless the Local Planning Authority gives prior written approval for any variation.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in this highly prominent and important location, in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2021.*

06. No part of the development shall be first occupied until such time as the vehicular and pedestrian accesses serving it, (including visibility splays of 2.4 x 43m at the vehicular access), has been completed in accordance with the details shown on the Site Access drawing numbered 10292_200, at Appendix B of the Transport Assessment by GTA Civils, March 2021. The visibility splays shall be kept permanently free of obstructions to visibility above 0.6m height.

Reason: *In the interests of road safety and amenity and to ensure the provision of associated infrastructure and in accordance with policy 28 and paras 92 & 110 of the NPPF, 2021.*

07. With the exception of any site clearance works, initial ground drainage and piling construction, no development shall take place until construction details of the vehicular access and manoeuvring, parking areas and footpaths within the site and their surface water drainage, including engineering cross-sections and specifications, and details of the design and surfacing of the public footpath, vehicular crossovers and kerb alignments at the site frontages, have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the details thereby approved and permanently maintained and retained.

Reason: *To ensure provision of robust and drained paths, access, parking and manoeuvring areas, including suitability for servicing, refuse and emergency vehicles, in accordance with policies 28 & 29 of the Adur Local Plan 2017 and the NPPF 2021.*

08. Any gate or barrier to the car parking area on the site shall be sited at least 6m back from the edge of the public highway. Details of any gate and of any entry control system (if used), shall first be submitted to and approved in writing by the Local Planning Authority, and this condition shall apply notwithstanding the provisions of Schedule 2, Part 2, Class A of the Town And County Planning (General Permitted Development) Order 2015 as amended, or any Order revoking or re-enacting that Order.

Reason: *To provide vehicle waiting space clear of the public highway in the interests of the safety and free flow of vehicular traffic and pedestrians and in the interests of visual amenity, in accordance with policies 15 & 28 of the Adur Local Plan 2017.*

09. No part of the development shall be first occupied until the car parking and associated turning space serving it has been provided in accordance with the approved plans, including identified spaces for wheelchair users, car club vehicles, which shall be marked out and identified on site in accordance with details of marking out which shall be first submitted to and approved by the Local Planning Authority. The approved spaces shall thereafter be permanently retained for their identified purposes.

Reason: *In the interests of road safety and amenity and to ensure the provision of associated infrastructure and adequate parking, including provisions for wheelchair users and for sustainable transport in accordance with policies 15 & 28 of the Adur Local Plan 2017 and paras 110 -113 of the NPPF, 2021.*

10. No part of the development shall be first occupied until live Electric Vehicle Charging spaces have been provided in accordance with plans and details, including number, location, power rating and charge rate, which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason: *In the interests of sustainable transport and air quality, in accordance with paras 110 -113 of the NPPF, 2021 and policy 28 of the Adur Local Plan 2017.*

11. No part of the development shall be first occupied until covered and secure cycle parking stores and cycle stands have been provided in accordance with details, including which shall first be submitted to and approved in writing by the Local Planning Authority. Thereafter these cycle stores and stands shall be retained at all times for their designated purpose.

Reason: *In the interests of sustainable transport and air quality, in accordance with paras 110 -113 of the NPPF, 2021 and policy 28 of the Adur Local Plan 2017.*

12. Accesses to common external areas shall allow for access by wheelchair users, unless any variation to allow for any alternative is first approved in writing by the Local Planning Authority.

Reason: *To ensure accessibility for wheelchair users in accordance with policies 15, 28 & 32 of the Adur Local Plan 2017, and the NPPF 2021.*

13. No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: *In the interests of sustainable transport and air quality, in accordance with paras 112 -113 of the NPPF, 2021 and policy 28 of the Adur Local Plan 2017.*

14. No commercial unit shall be first occupied until such time as until a Servicing Management Plan for has been submitted and approved in writing by the Local

Planning Authority. This shall set out the arrangements for the loading and unloading of deliveries, in terms of location and frequency, and set out arrangements for the collection of refuse. Once occupied the use shall be carried out only in accordance with the approved Servicing Management Plan.

Reason: *To safeguard the operation of the public highway and in accordance with paras 110 -113 and policy 28 of the Adur Local Plan 2017.*

15. No part of the development shall be first occupied until secure bin stores have been provided in accordance with the approved plans. The bin stores shall thereafter be provided in accordance with the details thereby approved and retained at all times for their designated purpose.

Reason: *To safeguard the operation of the public highway and in accordance with paras 110 -113 and policy 28 of the Adur Local Plan 2017.*

16. Development shall not commence, other than works of site survey and investigation and installation of initial drainage infrastructure connections (excluding foundation works), until full details of the proposed surface water drainage scheme and measures to include the control of pollution (such as use of trapped gullies and/or oil interceptors) have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter infiltration testing to BRE DG365, or similar approved, will be required to support the design of any Infiltration drainage.

No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: *To ensure adequate surface water drainage, including sustainable drainage and to ensure that drainage is adequate for the design lifetime and does not increase flood risk elsewhere in accordance with policy 36 of the Adur Local Plan 2017 and paras 167, 169 & 174 of the NPPF 2021.*

17. No development above slab level shall commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: *To ensure adequate surface water drainage, including sustainable drainage and its maintenance is adequate for the design lifetime and does not*

increase flood risk elsewhere in accordance with policy 36 of the Adur Local Plan 2017 and paras 167 & 169 of the NPPF 2021.

18. Immediately following implementation of the approved surface water drainage system and prior to occupation of any part of the development, the developer/applicant shall provide the Local Planning Authority with as-built drawings of the implemented scheme together with a completion report prepared by an appropriately qualified engineer that confirms that the scheme was built in accordance with the approved drawings and is fit for purpose. The scheme shall thereafter be maintained in perpetuity.

Reason: *To ensure an accurate record of drainage in accordance with policy 36 of the Adur Local Plan 2017and paras 167 &169 of the NPPF 2021.*

19. With the exception of site clearance works and instillation of initial infrastructure connections (excluding foundation works), no development shall take place until details of the foul drainage have been submitted to and approved in writing by the Local Planning Authority in liaison with Southern Water. Details shall including timing of first occupation of the development which shall align with the delivery by Southern Water of any sewerage network reinforcement required to ensure that adequate waste water network capacity is available to adequately drain the development. No part of the development shall be occupied until the drainage works have been carried out in accordance with the approved details.

Reason: *To ensure appropriate foul drainage, in accordance with policies 29 & 36 of the Adur Local Plan 2017.*

20. Investigation and Scheme

A. Prior to commencement of the development hereby approved (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

(i) A remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

(ii) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (i) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any subsequent changes to these components require the express consent of the Local Planning Authority.

The scheme shall be implemented as approved above and, prior to commencement of any construction work (or such other date or stage in development as may be agreed in writing with the Local Planning Authority).

B. A Verification Report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

Reason: *To prevent harm to human health in accordance with paras 183 - 185 of the National Planning Policy Framework 2021 and Policy 34 of the Adur Local Plan 2017.*

21. If during development, any visible contaminated or odorous material, (for example, asbestos containing material, stained soil, petrol/diesel/solvent odour, underground tanks or associated pipework) not previously identified, is found to be present at the site, no further development associated with the area of contaminated land shall be carried out until it has been investigated by the developer (unless otherwise agreed in writing with the Local Planning Authority). The Local Planning Authority must be informed immediately of the nature and degree of the contamination present and a method statement detailing how the unsuspected contamination shall be dealt with must be prepared and submitted to the Local Planning Authority for approval in writing before being implemented. If no such contaminated material is identified during the development, a statement to this effect must be submitted in writing to the Local Planning Authority.

Reason: *To prevent harm to human health in accordance with paras 183 - 185 of the National Planning Policy Framework 2021 and Policy 34 of the Adur Local Plan 2017.*

22. Piling or deep foundation using penetrative methods shall not be carried out other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: *To prevent development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels water pollution in accordance with the paras 183 - 185 of the National Planning Policy Framework 2021 and Policy 34 of the Adur Local Plan 2017.*

23. The development shall be carried out in accordance with the submitted Flood Risk Assessment (FRA) (ref: 'Flood Risk Assessment Former Adur Civic Centre, Ham Road, Shoreham By Sea', prepared by GTA Civils, dated: October 2020) and the following mitigation measures it details:

i. Finished floor levels of the Residential Flats shall be set no lower than 6.50m above Ordnance Datum (AOD) (section 3.7 of the FRA), and

ii. Finished floor levels for the commercial spaces are set no lower than 3.85m above Ordnance Datum (AOD) at Block A and 3.70m above Ordnance Datum (AOD) at Block B.

This mitigation measure shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measure detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: *To reduce and manage the risk of flooding to the proposed development and future occupants, in accordance with policy 36 of the Adur Local Plan 2017 and para 167 of the NPPF 2021.*

24. No part of the development shall be first occupied until a Flood Risk Management Plan has been submitted to and approved in writing by the Local Planning Authority. It shall include the ongoing arrangements for the provision, dissemination and updating of flood risk information and means of safe access and escape for occupiers of the site. The Plan thereby approved shall be implemented upon the first occupation of the development and permanently adhered to unless the Local Planning Authority gives prior written approval for any variation.

Reason: *To manage residual risks of flooding to the proposed development and future occupants, in accordance with policy 36 of the Adur Local Plan 2017 and para 167 of the NPPF 2021.*

25.

A. With the exception of any site clearance works and excavations, no development shall take place until an amended strategy for energy, heating and water has been submitted to and approved in writing by the Local Planning Authority, to include:

i) Energy efficient building fabric and any mechanical ventilation with heat recovery,
ii) Details of heating
iii) LED internal & external lighting,
iv) Efficient water goods and fixtures to achieve a usage of <105L/Person usage/day.
v) Operational waste management.
vi) Inclusion of renewable energy prediction on site
vii) Calculations of carbon dioxide reductions achieved by i - vi

B. The development hereby approved shall be implemented in full accordance with the details contained at A (i-vii) above. Written confirmation, including professional verification by a suitably qualified person, shall be submitted to and approved in writing by the Local Planning Authority, within 3 months of the first occupation of the development, (or such other time as shall first be agreed in writing by the Local Planning Authority), to confirm that these measures have been fully implemented and achieved the calculated carbon reductions and efficient water usage. The verification document shall include any proposed and timetabled remedial measures if these carbon reductions and water usage rates have not been

met, in which event the remedial measures thereby approved shall then be implemented in accordance with that timetable

Reason: *To ensure efficient and renewable energy provision and sustainable construction in accordance with policies 18 & 19 of the Adur Local Plan 2017 and paras 152-158 of the NPPF, 2021.*

26. Acoustic Insulation & Ventilation

A. No development above slab level shall take place until detail measures or systems:

i) of noise mitigation, including specifications of acoustic insulation and glazing, and

ii) to reduce and minimise risk of overheating of the building (including the air-change rates and acoustic performance specification of any mechanical ventilation system),

iii) and arrangements for the on-going maintenance of noise mitigation and overheating reduction measures

have been submitted to and approved in writing by the Local Planning Authority.

B. Neither of the blocks of flats hereby approved shall be respectively occupied until written professional verification by a suitably qualified person, has been submitted to and approved in writing by the Local Planning Authority, to confirm that these detailed measures in A above have been fully and effectively implemented, including a sound-test and air-change test for each respective block of flats to demonstrate that the approved acoustic specifications and air change rates have been met. The verification document shall include any proposed and timetabled remedial measures if these sound reduction and air change rates have not been met, in which event the remedial measures thereby approved shall then be implemented in accordance with that timetable.

The measures and systems approved under A i) & ii) above shall be permanently maintained to ensure that they continue to meet their approved specifications and remain fit for their purpose, and in accordance with the on-going maintenance arrangements approved under A iii) above.

Reason: *To protect residents from noise, vibration and overheating in accordance with Policies 15 & 34 of the Adur Local Plan 2017 and the NPPF 2021.*

27. Landscaping & Biodiversity

With the exception of any site clearance works or works up to slab level, no development shall take place until a detailed timetabled scheme of hard and soft landscaping in accordance with the submitted Indicative Landscape 2890-LA-21 01 P3, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include the following details:

i) landscape planting, including species, size and number or planting densities,
ii) details of any tree pits, planters or other planting structures,
iii) details of protection measures to minimise risk of damage to planting or other landscaping elements
iv) detailed measures for the enhancement of biodiversity,
v) ground surfacing materials: type, colour, texture and finish,
vi) a maintenance plan to ensure establishment and ongoing management of this detailed scheme of landscaping and biodiversity enhancement measures.

These details and timetable shall be adhered to throughout the course of development works. All planting, seeding, turfing, biodiversity enhancement measures and ground surfacing comprised in the approved details of landscaping, shall be carried out in accordance with the timetable thereby approved and any vegetation or biodiversity measures or surfacing 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 type, size & species.

Reason: *To enhance the character and appearance and biodiversity value of the site in accordance with Policies 15, 30 & 31 of the Adur Local Plan 2017 and paras 126-135 &174 of the NPPF, 2021.*

28. No development shall be occupied until all boundaries, external enclosures and gates have been completed in full accordance with details which shall first be submitted to and approved in writing by the Local Planning Authority. Details of gates shall include provision of access for people with disabilities and details of the southern boundary shall include provisions to manage surface water flow.

Reason: *To ensure appropriate means of enclosure and accessible gateways, in the interests of safety and the amenities of the area and for residual management of surface water in accordance with Policies 15 & 28 of the Adur Local Plan 2017 and paras 126-135 & 92 of the NPPF, 2021.*

29. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 2015 (or any Order revoking or re-enacting that order. No additional means of enclosure shall be erected forward of any part of any façade of the buildings hereby approved facing a public highway, other than those which are shown on the plans hereby approved.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2021.*

30. A detailed lighting scheme shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development, including measures to:

i) avoid any negative impact on railway safety (in consultation with Network Rail), in cases where lighting may be seen from seen from operational railway land, and

ii) to provide for the safe use of communal areas within the development, and

Iii to minimise light pollution in all cases

Thereafter the lighting shall be provided and maintained in accordance with the approved scheme. No additional external lighting shall be installed in areas which are visible from outside the site without the prior approval in writing of the Local Planning Authority.

Reason: *In the interests of railway safety, safety of residents and to safeguard the residential amenities of the area and minimise light pollution in accordance with Policy 19 of the Adur Local Plan 2017 and para 185 of the NPPF 2021.*

31. No development above slab level shall take place until details of secure entrances to buildings, lighting within the site and security for cycle and bin stores have first been submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be implemented and fully adhered to.

Reason: *To ensure a well-designed, good quality and safe environment in accordance with Policy 19 of the Adur Local Plan, para 167 of the NPPF 2021and section 17 of the Crime & Disorder Act 1998 and paragraph 92 of the NPPF, 2021.*

32. With the exception of any site clearance works development shall not commence until a survey and plan of existing and proposed site and slab levels, including provision of access for people with disabilities has been submitted to and approved in writing by the Local Planning Authority. Development shall accord with the details thereby approved and thereafter no other raising of levels shall be carried without the prior written approval of the Local Planning Authority.

Reason: *In the interests of clarity and accessibility and because changes in levels may materially affect the impact of the development.*

33. Prior to the occupation of each individual building, details of any external aerial/antenna and / or satellite dish (if any) for that building, shall first be submitted to and approved by the Local Planning Authority. Thereafter no other external aerial/antenna or satellite dish shall be installed on any building in areas which are visible from outside the site, unless details have first been submitted to and approved by the Local Planning Authority.

Reason: *To avoid multiple aerial/antenna and / or satellite dishes, in order to safeguard the appearance of the development.*

34. No external fixed plant, or mechanical vent or duct shall be installed until a scheme has first been submitted to and approved in writing by the Local Planning Authority. All plant shall be maintained in accordance with manufacturer's guidance to ensure the levels contained in the aforementioned Acoustic Assessment are not exceeded

and any future plant shall also meet the specified levels within the approved scheme.

Reason: *To safeguard the residential amenities of the area in accordance with policies 15 & 34 of the Adur Local Plan 2017.*

35. In the event that the need for additional fire hydrants or other water supply are required as part of the Building Regulations Approval process, the following details shall be submitted:

1. No works above slab level shall proceed until details showing the proposed location and timetable for installation of fire hydrants or other water supply and their connections to a water feed supply (which is appropriate in terms of both pressure and volume for the purposes of firefighting), shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service.

2. No part of the development shall be first occupied until the fire hydrants / water storage and supply approved under a) above in the approved location (s) to BS 750 standards.

Reason: *In the interests of amenity and in accordance with policy 29 of the Adur Local Plan 2017 and in accordance with The Fire & Rescue Service Act 2004.*

36. The use hereby permitted shall not be carried on unless and until details of all operational phase air quality mitigation measures have been submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, the mitigation shall be at least equal to a value of £23,060 as identified in the addendum of January 2022 to the emissions mitigation assessment contained within Section 7 of the Air Quality Impact Assessment produced by Phlorum dated March 2021.

Reason: *To minimise emissions and impact on air quality in accordance with Policy 34 of the Adur Local Plan 2017 and paras 174 and 186 of the National Planning Policy Framework, 2021.*

37. Prior to any development above slab level,(or at such other time as shall be first agreed in writing by the Local Planning Authority, details of a scheme for public art shall be submitted to and approved in writing by the Local Planning Authority. This shall include a description of the type and location of art and arrangements for its procurement and implementation, including timing of this. The approved details shall thereafter be adhered to in the development hereby approved.

Reason: *To ensure the provision of public art in the development hereby approved, in accordance with Policy 15 of the Adur Local Plan 2017, the Council's Developer Contribution Guidance document 2013 and the National Planning Policy Framework, 2021.*

38. No development shall take place, including any works of demolition, site remediation or preparatory works associated with the development until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:-

a) the anticipated number, frequency and types of vehicles used during construction,
b) method of access and routing of vehicles construction traffic during construction,
c) parking of vehicles by site operatives and visitors,
d) the loading and unloading of plant, materials and waste, including use of a banksman as appropriate,
e) the location of any site compound, office, welfare facilities,
f) the location of storage of plant and materials used in construction of the development,
g the erection and maintenance of security hoarding and gates, which shall include out-of-hours contact information for site management and images of the approved development,
h) site lighting, including measures to minimise light nuisance,
i) a commitment to no burning on site,
j) the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
k) arrangements for regular and responsive traffic management liaison with other imminent or active development sites in the Western Harbour Arm and A259 Brighton Road,
l) details of public engagement, including neighbours both prior to and during construction works,
m) a register of complaints received and response/action taken should be maintained and the Construction Management Plan reviewed and updated if necessary,
n) methods to control dust and fumes from the site,
o) methods to manage the impact or noisy activities,
p) construction waste management strategy,
q) best practical means in accordance with British Standard Code of Practice BS5228:2009+A1:2014 to be employed at all times to minimise the emission of noise and dust from the site,
r) measures for mitigating construction impacts on air quality, as contained within Section 5 and Appendix D of the Air Quality Impact Assessment produced by Phlorum dated March 2021.

Reason: *To minimise and manage risks of nuisance and pollution in the interests of the amenities of the area and highway safety during the construction phase in accordance with policies 28, 34 & 35 of the Adur Local Plan 2017 and paras 185 - 186 of the NPPF, 2021.*

39. No construction work relating to the development, or operational or construction vehicles, shall be undertaken or operated on the site except between the hours of: 07:30 and 18.00 on Mondays to Friday and between the hours of 08:00 and 13.00 on Saturday and not at any time on Sundays or Public Holidays.

Reason: *In the interests of highway safety and the amenities of the area and a balance between the protection of local and residential amenities and times of development work in accordance with Policies 15 & 34 of the Adur Local Plan 2017.*

INFORMATIVES

[*to be added*]

ADUR DISTRICT COUNCIL

Mr Chris Barker
ECE Planning Limited
64-68 Brighton Road
Worthing
BN11 2EN

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

APPLICATION NUMBER: AWDM/1024/23

Details of Development
ERECTION OF TWO BLOCKS OF DEVELOPMENT RANGING IN HEIGHT BETWEEN 3 - 9 STOREYS COMPRISING 159 RESIDENTIAL UNITS COMPRISING A MIX OF 1-BED, 2- BED AND 3-BED UNITS (INCLUDING A MINIMUM OF 30% OF AFFORDABLE HOUSING), COMMERCIAL (CLASS E) FLOORSPACE AT GROUND FLOOR, AND ASSOCIATED PARKING AND LANDSCAPING. APPLICATION TO VARY CONDITIONS 1 OF PREVIOULSY APPROVED AWDM/1450/21 (APPROVED DRAWINGS).

Location of Development
LAND EAST OF 1 TO 11 MERCURY HOUSE HAM ROAD SHOREHAM-BY-SEA WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 20th July 2023.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

G Peck

Gary Peck
Planning Services Manager
08/12/2023

SCHEDULE

Conditions

01. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified otherwise in a subsequent condition imposed on this decision notice.

Reference/Drawing Number	Version	Date Rec
LOCATION PLAN	PL-01 A	20.07.2023
ENGINEERS RESPONSE TO CONDITION 22		25.09.2023
MOBILISATION OF PLANT & EQPT	TB01	25.09.2023
SETTING UP A CFA PILING RIG	TB02	25.09.2023
CFA RIG GUARDING EXCLUSION ZONES	TB03	25.09.2023
CFA SETTING UP A PILE POSITION	TB04	25.09.2023
CFA BORING TO DEPTH & CONSTRUCTING A PILE	TB05	25.09.2023
CFA USE OF CONCRETE PUMP	TB06	25.09.2023
DYWIDAG COUPLER ASSEMBLY	TB07	25.09.2023
STEEL FIXING	TB08	25.09.2023
METHOD STATEMENT FOR CFA PILING		25.09.2023
SRE BLDG PERFORMANCE SPEC & SAP SUMMARY		25.09.2023
SRE ENERGY WATER WASTE STATEMENT		25.09.2023
BLOCK PLAN	PL-02 P7	20.07.2023
PROPOSED GROUND FLOOR PLAN	PL-10 P6	20.07.2023
PROPOSED FIRST FLOOR PLAN	PL-11 P6	20.07.2023
PROPOSED SECOND FLOOR PLAN	PL-12 P5	20.07.2023
PROPOSED THIRD FLOOR PLAN	PL-13 P6	20.07.2023
PROPOSED FOURTH FLOOR PLAN	PL-14 P6	20.07.2023
PROPOSED FIFTH FLOOR PLAN	PL-15 P6	20.07.2023
PROPOSED SIXTH FLOOR PLAN	PL-16 P7	20.07.2023

Reference/Drawing Number	Version	Date Rec
PROPOSED SEVENTH FLOOR PLAN	PL-17 P6	20.07.2023
PROPOSED EIGHTH FLOOR PLAN	PL-18 P6	20.07.2023
PROPOSED ROOF PLAN	PL-30 P4	20.07.2023
PROPOSED BLOCK A E & W ELEVATIONS	PL-42 P4	20.07.2023
PROPOSED BLOCK A N & S ELEVATIONS	PL-43 P4	20.07.2023
PROPOSED BLOCK B E & W ELEVATIONS	PL-44 P4	20.07.2023
PROPOSED BLOCK B N & S ELEVATIONS	PL-45 P4	20.07.2023
PROPOSED N & E STREET SCENES	PL-50 P5	20.07.2023
PROPOSED S & W STREET SCENES	PL-51 P4	20.07.2023
PROPOSED BAY ELEVATIONS EAST BLOCK SHEET 1	PL-60 P4	20.07.2023
PROPOSED BAY ELEVATIONS EAST BLOCK SHEET 2	PL-61 P4	20.07.2023
PROPOSED BAY ELEVATIONS WEST BLOCK	PL-62 P4	20.07.2023
TREE RETENTION & PROTECTION PLAN	DWG-002-01-TRRP	20.07.2023
ARBORICULTURAL IMPACT ASSESSMENT & METHOD STATEMENT	LLD2969-ARB-REP-001 01	20.07.2023
S73 COMPARISON DOCUMENT PART 1	D.02 REV B	20.07.2023
S73 COMPARISON DOCUMENT PART 2	D.02 REV B	20.07.2023

Reason: *For the avoidance of doubt and in the interests of proper planning.*

02. The development hereby permitted shall be begun before 24th April 2026.

Reason: *To adhere to the time limit of the original notice of planning permission AWDM/1450/21 and to comply with Section 91 of the Town and Country Planning Act 1990.*

03. Materials

Prior to commencement of any works above slab level details and samples of all materials to be used on all external faces of the buildings hereby approved, including windows and doors and roofs, colours, and finishes, shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out only in accordance with the details thereby approved.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2023.*

04. Design Detailing

Prior to commencement of any works above slab level detailed, large-scale drawings (typically at 1:20 scale and with cross sections) of the following external details shall be submitted to and approved in writing by the Local Planning Authority:
i. Windows, doors, and frames;
ii. Roof intersections, eaves, soffits, and parapets;
iii. Rainwater goods;
iv. Balconies, rails, balustrades, and any screens;
v. Grilles, including ventilation grilles;
vi. Typical intersection between brickwork and other materials;
vii. Walls, ceilings, and other external surfaces of the undercroft pedestrian path at Block B.

Development shall be carried out only in accordance with the details thereby approved.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2023.*

05. Design Code

Prior to commencement of any works above slab level a detailed code for the detailed design of commercial frontages and entrances, including materials, signage, fascias and advertisements, shall be submitted to and approved in writing by the Local Planning Authority. All commercial frontages, including any future changes, shall be in accordance with the approved design code unless the Local Planning Authority gives prior written approval for any variation.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in this highly prominent and important location, in accordance with policy 15 of the Adur Local Plan 2017 and paras 126 - 135 of the NPPF, 2023.*

06. Vehicular Access - Conformity and Visibility

No part of the development shall be first occupied until such time as the vehicular and pedestrian accesses serving it, (including visibility splays of 2.4 x 43m at the vehicular access), has been completed in accordance with the details shown on the Site Access drawing numbered 10292_200, at Appendix B of the Transport Assessment by GTA Civils, March 2021. The visibility splays shall be kept permanently free of obstructions to visibility above 0.6m height.

Reason: *In the interests of road safety and amenity and to ensure the provision of associated infrastructure and in accordance with policy 28 and paras 92 & 110 of the NPPF, 2023.*

07. Vehicular Access - Details

With the exception of any site clearance works, initial ground drainage and piling construction, no development shall take place until construction details of the vehicular access and manoeuvring, parking areas and footpaths within the site and their surface water drainage, including engineering cross-sections and specifications, and details of the design and surfacing of the public footpath, vehicular crossovers and kerb alignments at the site frontages, have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the details thereby approved and permanently maintained and retained.

Reason: *To ensure provision of robust and drained paths, access, parking and manoeuvring areas, including suitability for servicing, refuse and emergency vehicles, in accordance with policies 28 & 29 of the Adur Local Plan 2017 and the NPPF 2023.*

08. Gates or Barriers

Any gate or barrier to the car parking area on the site shall be sited at least 6m back from the edge of the public highway. Details of any gate and of any entry control system (if used), shall first be submitted to and approved in writing by the Local Planning Authority, and this condition shall apply notwithstanding the provisions of Schedule 2, Part 2, Class A of the Town And County Planning (General Permitted Development) Order 2015 as amended, or any Order revoking or re-enacting that Order.

Reason: *To provide vehicle waiting space clear of the public highway in the interests of the safety and free flow of vehicular traffic and pedestrians and in the interests of visual amenity, in accordance with policies 15 & 28 of the Adur Local Plan 2017.*

09. Parking and Manoeuvring

No part of the development shall be first occupied until the car parking and associated turning space serving it has been provided in accordance with the approved plans, including identified spaces for wheelchair users, car club vehicles, which shall be marked out and identified on site in accordance with details of marking out which shall be first submitted to and approved by the Local Planning Authority. The approved spaces shall thereafter be permanently retained for their identified purposes.

Reason: *In the interests of road safety and amenity and to ensure the provision of associated infrastructure and adequate parking, including provisions for wheelchair users and for sustainable transport in accordance with policies 15 & 28 of the Adur Local Plan 2017 and paras 110 -113 of the NPPF, 2023.*

10. Electric Vehicle Charging

No part of the development shall be first occupied until live Electric Vehicle Charging spaces have been provided in accordance with plans and details, including number, location, power rating and charge rate, which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason: *Reason: In the interests of sustainable transport and air quality, in accordance with paras 110 -113 of the NPPF, 2023 and policy 28 of the Adur Local Plan 2017.*

11. Cycle Parking and Storage

No part of the development shall be first occupied until covered and secure cycle parking stores and cycle stands have been provided in accordance with details, including which shall first be submitted to and approved in writing by the Local Planning Authority. Thereafter these cycle stores and stands shall be retained at all times for their designated purpose.

Reason: *In the interests of sustainable transport and air quality, in accordance with paras 110 -113 of the NPPF, 2023 and policy 28 of the Adur Local Plan 2017.*

12. Accessibility

Accesses to common external areas shall allow for access by wheelchair users, unless any variation to allow for any alternative is first approved in writing by the Local Planning Authority.

Reason: *To ensure accessibility for wheelchair users in accordance with policies 15, 28 & 32 of the Adur Local Plan 2017, and the NPPF 2023.*

13. Travel Plan

No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: *In the interests of sustainable transport and air quality, in accordance with paras 112 -113 of the NPPF, 2023 and policy 28 of the Adur Local Plan 2017.*

14. Servicing Management Plan

No commercial unit shall be first occupied until such time as until a Servicing Management Plan for has been submitted and approved in writing by the Local

Planning Authority. This shall set out the arrangements for the loading and unloading of deliveries, in terms of location and frequency, and set out arrangements for the collection of refuse. Once occupied the use shall be carried out only in accordance with the approved Servicing Management Plan.

Reason: *To safeguard the operation of the public highway and in accordance with paras 110 -113 and policy 28 of the Adur Local Plan 2017.*

15. Recycling and Refuse Storage

No part of the development shall be first occupied until secure bin stores have been provided in accordance with the approved plans. The bin stores shall thereafter be provided in accordance with the details thereby approved and retained at all times for their designated purpose.

Reason: *To safeguard the operation of the public highway and in accordance with paras 110 -113 and policy 28 of the Adur Local Plan 2017.*

16. Sustainable Surface Water Drainage

Development shall not commence, other than works of site survey and investigation and installation of initial drainage infrastructure connections (excluding foundation works), until full details of the proposed surface water drainage scheme and measures to include the control of pollution (such as use of trapped gullies and/or oil interceptors) have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter infiltration testing to BRE DG365, or similar approved, will be required to support the design of any Infiltration drainage.

No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: *To ensure adequate surface water drainage, including sustainable drainage and to ensure that drainage is adequate for the design lifetime and does not increase flood risk elsewhere in accordance with policy 36 of the Adur Local Plan 2017 and paras 167, 169 & 174 of the NPPF 2023.*

17. Drainage Maintenance

No development above slab level shall commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction

of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: *To ensure adequate surface water drainage, including sustainable drainage and its maintenance is adequate for the design lifetime and does not increase flood risk elsewhere in accordance with policy 36 of the Adur Local Plan 2017 and paras 167 & 169 of the NPPF 2023.*

18. Drainage Verification

Immediately following implementation of the approved surface water drainage system and prior to occupation of any part of the development, the developer/applicant shall provide the Local Planning Authority with as-built drawings of the implemented scheme together with a completion report prepared by an appropriately qualified engineer that confirms that the scheme was built in accordance with the approved drawings and is fit for purpose. The scheme shall thereafter be maintained in perpetuity.

Reason: *To ensure an accurate record of drainage in accordance with policy 36 of the Adur Local Plan 2017 and paras 167 & 169 of the NPPF 2023.*

19. Foul Drainage

With the exception of site clearance works and instillation of initial infrastructure connections (excluding foundation works), no development shall take place until details of the foul drainage have been submitted to and approved in writing by the Local Planning Authority in liaison with Southern Water. Details shall including timing of first occupation of the development which shall align with the delivery by Southern Water of any sewerage network reinforcement required to ensure that adequate waste water network capacity is available to adequately drain the development. No part of the development shall be occupied until the drainage works have been carried out in accordance with the approved details.

Reason: *To ensure appropriate foul drainage, in accordance with policies 29 & 36 of the Adur Local Plan 2017.*

20. Remediation: Investigation and Scheme

A. (i) The development shall only take place in accordance with the remediation method statement, including provisions for verification reference A12064/1.0 dated 27 April 2023 unless otherwise approved in writing by the Local Planning Authority.

B. At the completion of remediation works a Verification Report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include

any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

Reason: *To prevent harm to human health in accordance with paras 183 - 185 of the National Planning Policy Framework 2023 and Policy 34 of the Adur Local Plan 2017.*

21. Remediation: Precaution

If during development, any visible contaminated or odorous material, (for example, asbestos containing material, stained soil, petrol/diesel/solvent odour, underground tanks or associated pipework) not previously identified, is found to be present at the site, no further development associated with the area of contaminated land shall be carried out until it has been investigated by the developer (unless otherwise agreed in writing with the Local Planning Authority). The Local Planning Authority must be informed immediately of the nature and degree of the contamination present and a method statement detailing how the unsuspected contamination shall be dealt with must be prepared and submitted to the Local Planning Authority for approval in writing before being implemented. If no such contaminated material is identified during the development, a statement to this effect must be submitted in writing to the Local Planning Authority.

Reason: *To prevent harm to human health in accordance with paras 183 - 185 of the National Planning Policy Framework 2023 and Policy 34 of the Adur Local Plan 2017.*

22. Piling and Groundwater

Pilling or deep foundation using penetrative methods shall be carried out only in accordance with the details approved under application reference AWDM/1226/23, and also referred to in Condition 1 above, unless otherwise approved in writing by the Local Planning Authority.

Reason: *To prevent development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels water pollution in accordance with the paras 183 - 185 of the National Planning Policy Framework 2023 and Policy 34 of the Adur Local Plan 2017.*

23. Flood Risk Mitigation and Levels

The development shall be carried out in accordance with the submitted Flood Risk Assessment (FRA) (ref: 'Flood Risk Assessment Former Adur Civic Centre, Ham Road, Shoreham By Sea', prepared by GTA Civils, dated: October 2020) and the following mitigation measures it details:

i. Finished floor levels of the Residential Flats shall be set no lower than 6.50m above Ordnance Datum (AOD) (section 3.7 of the FRA), and

ii. Finished floor levels for the commercial spaces are set no lower than 3.85m above Ordnance Datum (AOD) at Block A and 3.70m above Ordnance Datum (AOD) at Block B.

This mitigation measure shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measure detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: *To reduce and manage the risk of flooding to the proposed development and future occupants, in accordance with policy 36 of the Adur Local Plan 2017 and para 167 of the NPPF 2023.*

24. Flood Risk Management Plan

No part of the development shall be first occupied until a Flood Risk Management Plan has been submitted to and approved in writing by the Local Planning Authority. It shall include the ongoing arrangements for the provision, dissemination and updating of flood risk information and means of safe access and escape for occupiers of the site. The Plan thereby approved shall be implemented upon the first occupation of the development and permanently adhered to unless the Local Planning Authority gives prior written approval for any variation.

Reason: *To manage residual risks of flooding to the proposed development and future occupants, in accordance with policy 36 of the Adur Local Plan 2017 and para 167 of the NPPF 2023.*

25. Sustainable Construction and Energy

A. The development shall only take place in accordance with reports:
- SRE Building Performance Spec and SAP Summary, and
- SRE Energy Water Waste Statement,

which were received by the Local Planning Authority on 25th September 2023 and approved under planning reference AWDM/1226/23, unless otherwise approved in writing by the Local Planning Authority.

B. The development hereby approved shall be implemented in full accordance with the details contained at in point A above. Written confirmation, including professional verification by a suitably qualified person, shall be submitted to and approved in writing by the Local Planning Authority, within 3 months of the first occupation of the development, (or such other time as shall first be agreed in writing by the Local Planning Authority), to confirm that these measures have been fully implemented and achieved the calculated carbon reductions and efficient water usage. The verification document shall include any proposed and timetabled remedial measures if these carbon reductions and water usage rates have not been met, in which event the remedial measures thereby approved shall then be implemented in accordance with that timetable.

Reason: *To ensure efficient and renewable energy provision and sustainable construction in accordance with policies 18 & 19 of the Adur Local Plan 2017 and paras 152-158 of the NPPF, 2023.*

26. Acoustic Insulation & Ventilation

A. No development above slab level shall take place until detail measures or systems:

i) of noise mitigation, including specifications of acoustic insulation and glazing;,

ii) to reduce and minimise risk of overheating of the building (including the air-change rates and acoustic performance specification of any mechanical ventilation system); and

iii) arrangements for the on-going maintenance of noise mitigation and overheating reduction measures,

have been submitted to and approved in writing by the Local Planning Authority.

B. Neither of the blocks of flats hereby approved shall be respectively occupied until written professional verification by a suitably qualified person, has been submitted to and approved in writing by the Local Planning Authority, to confirm that these detailed measures in A above have been fully and effectively implemented, including a sound-test and air-change test for each respective block of flats to demonstrate that the approved acoustic specifications and air change rates have been met. The verification document shall include any proposed and timetabled remedial measures if these sound reduction and air change rates have not been met, in which event the remedial measures thereby approved shall then be implemented in accordance with that timetable.

The measures and systems approved under A i) & ii) above shall be permanently maintained to ensure that they continue to meet their approved specifications and remain fit for their purpose, and in accordance with the on-going maintenance arrangements approved under A iii) above.

Reason: *To protect residents from noise, vibration and overheating in accordance with Policies 15 & 34 of the Adur Local Plan 2017 and the NPPF 2023.*

27. Landscaping & Biodiversity

With the exception of any site clearance works or works up to slab level, no development shall take place until a detailed timetabled scheme of hard and soft landscaping in accordance with the submitted Illustrative Landscape Masterplan 2890-LA-01 P5 has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include the following details:

i) landscape planting, including species, size and number or planting densities;
ii) details of any tree pits, planters or other planting structures;

iii) details of protection measures to minimise risk of damage to planting or other landscaping elements;
iv) detailed measures for the enhancement of biodiversity;
v) ground surfacing materials: type, colour, texture, and finish;
vi) a maintenance plan to ensure establishment and ongoing management of this detailed scheme of landscaping and biodiversity enhancement measures.

These details and timetable shall be adhered to throughout the course of development works. All planting, seeding, turfing, biodiversity enhancement measures and ground surfacing comprised in the approved details of landscaping, shall be carried out in accordance with the timetable thereby approved and any vegetation or biodiversity measures or surfacing 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 type, size & species.

Reason: *To enhance the character and appearance and biodiversity value of the site in accordance with Policies 15, 30 & 31 of the Adur Local Plan 2017 and paras 126-135 &174 of the NPPF, 2023.*

28. Boundaries and Accessible Gates

No development shall be occupied until all boundaries, external enclosures and gates have been completed in full accordance with details which shall first be submitted to and approved in writing by the Local Planning Authority. Details of gates shall include provision of access for people with disabilities and details of the southern boundary shall include provisions to manage surface water flow.

Reason: *To ensure appropriate means of enclosure and accessible gateways, in the interests of safety and the amenities of the area and for residual management of surface water in accordance with Policies 15 & 28 of the Adur Local Plan 2017 and paras 126-135 & 92 of the NPPF, 2023.*

29. Boundaries - Permitted Development Limitation

Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 2015 (or any Order revoking or re-enacting that order. No additional means of enclosure shall be erected forward of any part of any façade of the buildings hereby approved facing a public highway, other than those which are shown on the plans hereby approved.

Reason: *To ensure appropriate means of enclosure and accessible gateways, in the interests of safety and the amenities of the area and for residual management of surface water in accordance with Policies 15 & 28 of the Adur Local Plan 2017 and paras 126-135 & 92 of the NPPF, 2023.*

30. Lighting

A detailed lighting scheme shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development, including measures to:

i. avoid any negative impact on railway safety (in consultation with Network Rail), in cases where lighting may be seen from operational railway land; and
ii. to provide for the safe use of communal areas within the development, and to minimise light pollution in all cases.

Thereafter the lighting shall be provided and maintained in accordance with the approved scheme. No additional external lighting shall be installed in areas which are visible from outside the site without the prior approval in writing of the Local Planning Authority.

Reason: *In the interests of railway safety, safety of residents and to safeguard the residential amenities of the area and minimise light pollution in accordance with Policy 19 of the Adur Local Plan 2017 and para 185 of the NPPF 2023.*

31. Security

No development above slab level shall take place until details of secure entrances to buildings, lighting within the site and security for cycle and bin stores have first been submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be implemented and fully adhered to.

Reason: *To ensure a well-designed, good quality and safe environment in accordance with Policy 19 of the Adur Local Plan, para 167 of the NPPF 2021and section 17 of the Crime & Disorder Act 1998 and paragraph 92 of the NPPF, 2023.*

32. Levels

With the exception of any site clearance works development shall not commence until a survey and plan of existing and proposed site and slab levels, including provision of access for people with disabilities has been submitted to and approved in writing by the Local Planning Authority. Development shall accord with the details thereby approved and thereafter no other raising of levels shall be carried without the prior written approval of the Local Planning Authority.

Reason: *In the interests of clarity and accessibility and because changes in levels may materially affect the impact of the development.*

33. Aerials and Antennas

Prior to the occupation of each individual building, details of any external aerial/antenna and / or satellite dish (if any) for that building, shall first be submitted to and approved by the Local Planning Authority. Thereafter no other external aerial/antenna or satellite dish shall be installed on any building in areas which are visible from outside the site, unless details have first been submitted to and approved by the Local Planning Authority.

Reason: *To avoid multiple aerial/antenna and / or satellite dishes, in order to safeguard the appearance of the development.*

34. External Plant

No external fixed plant, or mechanical vent or duct shall be installed until a scheme has first been submitted to and approved in writing by the Local Planning Authority. All plant shall be maintained in accordance with manufacturer's guidance to ensure the levels contained in the aforementioned Acoustic Assessment are not exceeded and any future plant shall also meet the specified levels within the approved scheme.

Reason: *To safeguard the residential amenities of the area in accordance with policies 15 & 34 of the Adur Local Plan 2017.*

35. Fire Hydrants

In the event that the need for additional fire hydrants or other water supply are required as part of the Building Regulations Approval process, the following details shall be submitted:

No works above slab level shall proceed until details showing the proposed location and timetable for installation of fire hydrants or other water supply and their connections to a water feed supply (which is appropriate in terms of both pressure and volume for the purposes of firefighting), shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service.

No part of the development shall be first occupied until the fire hydrants / water storage and supply approved under a) above in the approved location (s) to BS 750 standards.

Reason: *In the interests of amenity and in accordance with policy 29 of the Adur Local Plan 2017 and in accordance with The Fire & Rescue Service Act 2004.*

36. Air Quality

The use hereby permitted shall not be carried on unless and until details of all operational phase air quality mitigation measures have been submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, the mitigation shall be at least equal to a value of £17,163 as identified in the Phlorum update report (letter) of 13th July 2023, which updates the original addendum of January 2022 to the emissions mitigation assessment contained within Section 7 of the Air Quality Impact Assessment produced by Phlorum dated March 2021.

Reason: *To minimise emissions and impact on air quality in accordance with Policy 34 of the Adur Local Plan 2017 and paras 174 and 186 of the National Planning Policy Framework, 2023.*

37. Public Art

Prior to any development above slab level,(or at such other time as shall be first agreed in writing by the Local Planning Authority, details of a scheme for public art shall be submitted to and approved in writing by the Local Planning Authority. This shall include a description of the type and location of art and arrangements for its procurement and implementation, including timing of this. The approved details shall thereafter be adhered to in the development hereby approved.

Reason: *To ensure the provision of public art in the development hereby approved, in accordance with Policy 15 of the Adur Local Plan 2017, the Council's Developer Contribution Guidance document 2013 and the National Planning Policy Framework, 2023.*

38. Construction Management Plan

Development shall only take place in accordance with the Construction Management Plan ADUR Civic Centre Shoreham - Revision 3 dated 28 June 2023 which was received by the Local Planning Authority on the 28 June 2023 unless the Local Planning Authority gives prior written approval for any variation.

Reason: *To minimise and manage risks of nuisance and pollution in the interests of the amenities of the area and highway safety during the construction phase in accordance with policies 28, 34 & 35 of the Adur Local Plan 2017 and paras 185 - 186 of the NPPF, 2023.*

39. Hours of Development Work

No construction work relating to the development, or operational or construction vehicles, shall be undertaken or operated on the site except between the hours of: 07:30 and 18.00 on Mondays to Friday and between the hours of 08:00 and 13.00 on Saturday and not at any time on Sundays or Public Holidays.

Reason: *In the interests of highway safety and the amenities of the area and a balance between the protection of local and residential amenities and times of development work in accordance with Policies 15 & 34 of the Adur Local Plan 2017.*

40. Tree Protection

All tree protection works shall be fully implemented in accordance with the Tree Retention and Protection Plan dated 9 June 2023 and Arboricultural Impact Assessment and Method Statement LLD2969-ARB-REP-001 01 dated 19 July 2023 produced by Lizard Landscape Design and Ecology. Protection and retention of trees shall, only be undertaken in accordance with Section 3.0 of the Report, unless otherwise approved in writing by the Local Planning Authority.

Reason: *To safeguard the existing tree in accordance with the application in accordance with Policies 15 and 30 of the Adur Local Plan 2017 and the NPPF, 2023.*

Informatives / Notes to Applicant

01. Legal Agreement

This planning permission is subject to the s.106 legal agreement dated 21st April 2023 concerning provisions and contributions in relation to matters including affordable housing, highway and transportation measures; car club; health, education, libraries, fire & rescue; open space; site management and car park management; neighbouring premises and noise; noise mitigation measures; air quality and public art.

02. West Sussex County Council Highway Authority

i) Works within the Highway - Implementation Team

The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place. https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/

ii) Section 59 of the 1980 Highways Act - Extra-ordinary Traffic

The applicant is advised to enter into a Section 59 Agreement under the 1980 Highways Act, to cover the increase in extraordinary traffic that would result from construction vehicles and to enable the recovery of costs of any potential damage that may result to the public highway as a direct consequence of the construction traffic. The Applicant is advised to contact the Highway Officer (01243 642105) in order to commence this process.

iii) Temporary Works Required During Construction

The applicant is advised of the requirement to enter into early discussions with and obtain the necessary licenses from the Highway Authority to cover any temporary construction related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include, the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.

iv) Temporary directional signs to major housing developments

The applicant is advised that they must apply and obtain approval from West Sussex County Council as Highway Authority for all temporary directional signs to housing developments that are to be located on the highway. Further details of the process and how to apply are available here: https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/temporary-development-signs/#overview

v) Provision of Adoptable Highway

If it is the intention of the applicant to offer any of the roads and associated highways infrastructure for adoption under S38 of the Highways Act 1980, the applicant should apply to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the proposed adoptable on-site highway works. The applicant should contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

03. Southern Water

Southern Water has advised the following:

Public Sewer: A sewer now deemed to be public crosses the site and the applicant is advised to contact Southern Water Developer Services, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX (Tel 0330 303 0119) or www.southernwater.co.uk or email developerservices@southernwater.co.uk to discuss the matter prior to commencing the development.

Drainage Connection: In accordance with conditions of this Planning Permission details of foul sewerage and surface water disposal have been submitted to, and approved in writing by, the Local Planning Authority. The previous initial assessment by Southern Water does not prejudice any future assessment or commit to any adoption agreements under Section 104 of the Water Industry Act 1991. Please note that non-compliance with Sewers for Adoption standards will preclude future adoption of the foul and surface water sewerage network on site. The design of drainage should ensure that no groundwater or land drainage is to enter public sewers.

Water Supply: Southern Water investigations indicate that it can facilitate water supply to service the proposed development. Southern Water requires a formal application for a connection to the water supply to be made by the applicant or developer. To make an application visit Southern Water's Get Connected service: developerservices.southernwater.co.uk and please read our New Connections Charging Arrangements documents which are available on our website via the following link: southernwater.co.uk/developing-building/connection-charging-arrangements.

For further advice, please contact: Southern Water, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX (Tel: 0330 303 0119).

Website: southernwater.co.uk or by email at: SouthernWaterPlanning@southernwater.co.uk

04. South East Power Networks

All works should be undertaken with due regard to Health & Safety Guidance notes HS(G)47 Avoiding Danger from Underground services. This document is available from local HSE offices. Should any diversion works be necessary as a result of the development then enquiries should be made to our Customer Connections department. The address is UK Power Networks, Metropolitan house, Darkes Lane, Potters Bar, Herts, EN6 1AG.

05. SGN Gas

Gas pipe locations are now available online at www.linesearchbeforeudig.co.uk. Not only can you access information about the location of our gas pipes in your proposed work area, but you can also search for information on other utility companies' assets at the same time.
All requests for maps and plant location information must now be submitted through this online service, please visit www.sgn.co.uk/Safety/Dig-safely/ for safety information and links to www.linesearchbeforeudig.co.uk, where you can register for our online service and view our gas pipe locations. If you have any questions about our new plant location online service, please contact us on 0800 912 1722 or if you have any system queries contact Linesearch on 0845 437 7365

06. Fire Safety and Design

A Fire Safety Assessment is required under the Regulatory Reform (Fire Safety) Order 2005 and Housing Act 2004 and under Building Regulations for each building including materials, layout and safe escape routes. The applicant should contact a Building Regulations and Fire Safety advisor for guidance. Any amendments resulting from a requisite detailed fire safety qualitative design review which affect the Design, layout or appearance of the development subject of this Planning Permission, may require further planning approval. In that event that applicant should also contact the Local Planning Authority at Adur District Council for planning advice.

Advice, including water supply / hydrants can also be obtained from the Water and Access Manager, West Sussex Fire and Rescue Service, Bognor Fire Station, West Meads Drive, Bognor, PO21 5TB
Phone: 0330 222 3117 | E-mail: frs.waterandaccess@westsussex.gov.uk

07. Network Rail

Due to proximity to operational railway land the applicant / developer may be required to enter into an Asset Protection Agreement to get the required resource and expertise on-board to enable approval of detailed works. More information can also be obtained from our website https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/.

Network Rail also strongly recommends that the applicant / developer engages with Network Rail's Asset Protection and Optimisation (ASPRO) team via AssetProtectionLondonSouthEast@networkrail.co.uk prior to works commencing and prior to the submission of lighting details under condition 30 of this planning permission. This will allow the Network Rail ASPRO team to review the details of the proposal to ensure that development operations and light does not pose a risk to the operational railway and to obtain any separate consent if required from Network Rail.

Network Rail Property (Southern), 1 Puddle Dock, London, EC4V 3DS
Email: AssetProtectionLondonSouthEast@networkrail.co.uk
Website: www.networkrail.co.uk

08. Sussex Police

Sussex Police has advised that secure entrances, windows, cycle and bin stores should have regard to www.securedbydesign.com for both the residential and commercial parts of the development. Detailed guidance is contained in the Sussex Police letter 4th January 2022 (Reference: LM/ADU/21/07A) and it is recommended that this is taken into account in the submission of details required under condition 31 of this Planning Permission.

09. The applicants attention is drawn to the provisions of both the Wildlife and Countryside Act 1981 and the Countryside and Rights of Way Act 2000. Under the 2000 Act, it is an offence both to intentionally or recklessly destroy a bat roost, regardless of whether the bat is in roost at the time of inspection. All trees should therefore be thoroughly checked for the existence of bat roosts prior to any works taking place. If in doubt, the applicant is advised to contact the Bat Conservation Trust at 15 Cloisters House, 8 Battersea Park Road, London, SW8 4BG. Their telephone number is 020 7627 2629.

10. Under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (EIA), consideration has been given to whether the development would lead to likely significant impacts. Consideration has been given to matters including ecology and nature conservation; landscape and visual effects; transport; heritage; resources; drainage, flooding and ground conditions; noise and vibration; community effects and air quality. Mitigations have been identified by the use of planning conditions including a construction management plan (including traffic management), a landscape and biodiversity scheme; flood-risk management and drainage, including Sustainable Drainage and site management; landscaping and built design, including control of materials, design details and lighting, in order to minimise impacts. Following detailed consideration of the application and submitted information on these matters, it is concluded that the development is unlikely to have significant effects beyond those of the outline permission and no further assessment under the EIA Regulations is considered to be necessary.

11. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as

originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

12. Party Wall Act

You are advised to ensure that the development works accord with the Party Wall Act 1996, which set out responsibilities for the undertaking of works at or close to the party wall of any neighbouring owner. Further information can be found at:

https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance

Cycle Rack

The applicant is asked to consider retention or re-provision, if possible, of the existing cycle rack at the western boundary of the site, and may wish to liaise with the neighbouring property (Duke OF Wellington PH), in connection with this.

13. Conditions 22 and 25

Please notes that the approved documents referred to in Conditions 22 and 25 have also been approved under a recent Discharge of Condition application AWDM/1226/23, where these documents are held by The Local Planning Authority..

Ref: AWDM/1024/23

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

YOUR ATTENTION IS DIRECTED TO THE FOLLOWING NOTES FROM THE ABOVE ORDER. THEY ARE FOR INFORMATION ONLY AND DO NOT PRETEND TO SET OUT THE WHOLE OF THE LAW ON THE SUBJECT. IT WOULD BE WELL FOR YOU TO CONSULT YOUR SOLICITOR IF YOU ARE IN ANY DOUBT

Appeals to the Secretary of State

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

2. If the decision relates to a householder application or minor commercial application, and you want to appeal, then you must do so within 12 weeks of the date of this notice. If the decision relates to express consent for the display of an advertisement, then you must do so within 8 weeks of the date of this notice. If the decision relates to a non-householder application, an appeal must be lodged within 6 months of the date of the decision notice. Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at https://acp.planninginspectorate.gov.uk.

3. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

4. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements to the provisions of any development order and to any directions given under a development order.

5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

6. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Planning Act 1990.

7. Where this notice conveys approval or permission, conditional or unconditional, please note that the decision given does not purport to convey any consent or approval which may be required under the Building Act and Building Regulations, or any other legislation.

Reduced time for making a planning appeal where enforcement action is being taken

Where an enforcement notice has been served on the same, or substantially the same, development as in the householder application within 2 years of the date the application was made, the period for receiving an appeal is within 28 days of the date on the decision notice or of the date by which the LPA should have decided the application. Where an enforcement notice was served after the decision notice was issued or after the end of the period the LPA had to determine the application, the period for receiving an appeal is within 28 days of the date the enforcement notice was served (unless this extends the normal 12 weeks deadline).

Appendix 3

Footway



Illustrative Landscape Masterplan

Appendix 4

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. <u>The Registered Provider's Covenants</u>

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. <u>Fitness for Occupation</u>

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. <u>Assignments of Obligations</u>

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