

DATED 14/10 2021

THE DISTRICT COUNCIL OF ADUR

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

SOUTHERN HOUSING GROUP LIMITED

and -

THE HOUSING FINANCE CORPORATION LIMITED

SECTION 106 AGREEMENT

relating to a development at The Mannings, Surry Street, Shoreham, West Sussex

Legal Services  
Worthing Town Hall  
Chapel Road  
Worthing  
West Sussex  
BN11 1HA  
Ref LM/13829

DATE 14<sup>th</sup> October 2021

**PARTIES**

- (1) **THE DISTRICT COUNCIL OF ADUR** of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("the Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RH ("the County Council");
- (3) **SOUTHERN HOUSING GROUP LIMITED** (a society registered under the Co-operative and Community Benefit Societies Act 2014 with Registration No 31055R of Fleet House, 59-61 Clerkenwell Road, London EC1M 5LA ("the Owner")
- (4) **THE HOUSING FINANCE CORPORATION LIMITED** (Registered Society No. 25862R) of 3<sup>rd</sup> Floor, 17 St Swithin's Lane, London EC4N 8AL ("the Mortgagee")

**INTRODUCTION**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the local highway authority, the county planning authority, the education authority, the authority responsible for the provision of the fire service and the library service for the area in which the Site is situated.
- 3 The Owner is the freehold owner of land registered under title number WSX337902 which forms part of the Site.
- 4 The Owner is the freehold owner of land registered under title number WSX421855 which forms the remainder of the Site.
- 5 The Mortgagee is the mortgagee of the Mortgaged Land which is registered under title number WSX337902 under the terms of a legal charge dated 21<sup>st</sup> March 2011.
- 6 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 7 The Council resolved on 11<sup>th</sup> November 2019 to grant the Planning Permission subject to the prior completion of this Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

- |                                      |   |
|--------------------------------------|---|
| <b>"Act"</b>                         | the Town and Country Planning Act 1990.   |
| <b>"Application"</b>                 | the application for full planning permission submitted to the Council for the Development and allocated reference number AWDM/1281/19.  |
| <b>"Commencement of Development"</b> | 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 Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial |

	work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
<b>"County Council Monitoring Contribution"</b>	means the total sum of six hundred pounds (£600) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Agreement over the lifetime of the Development.
<b>"Development"</b>	the development of the Site by demolition of existing building and structures and construction of building ranging in height from three to six storeys providing 74 residential units comprising 28 no. 1 bedroom, 40 no. 2 bedroom and 6 no. 3 bedroom units including 27 car parking spaces 3 of which are wheelchair accessible, 86 cycle parking spaces, soft and hard landscaping and associated ancillary facilities as set out in the Application.
<b>"Dwelling"</b>	any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission.
<b>"Financial Contribution Trigger"</b>	means a trigger contained within this Deed applicable to the financial contributions payable to the County Council.
<b>"Index Linked"</b>	means index linked in accordance with the provisions of clause 11.
<b>"Interest"</b>	interest at 4% per cent above the base lending rate of Lloyds Bank plc applicable at the actual date of payment.
<b>"the Mortgaged Land"</b>	that part of the Site registered under title number WSX337902 which is shown outlined in blue on the Plan.
<b>"Occupation" and "Occupied"</b>	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.
<b>"Plan"</b>	the plan attached to this Deed at the Fifth Schedule.
<b>"Planning Permission"</b>	the planning permission subject to conditions to be granted by the Council pursuant to the Application a draft of which is set out in the First Schedule.
<b>"Shoreham Air Quality Management Area"</b>	is the area within Shoreham defined as a designated area by the Council under the provisions of Environment Act 1995 in relation to air quality.

<b>"Site Services Plan"</b>	means the plan numbered 190004-SS-M-102 Rev T1 attached at the Seventh Schedule.
<b>"Qualifying Trigger"</b>	means any trigger contained within this Deed including a Financial Contribution Trigger and a non-financial trigger that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council.
<b>"Site"</b>	the land against which this Deed may be enforced as shown edged red on the Plan and registered at the Land Registry under title numbers <del>WSX60820</del> and WSX337902. <i>Site WSX 421855</i>

**2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any 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.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

**3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council in the case of covenants made with them as local planning authorities against the Owner.

**4 CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development,

save for the provisions of Clauses 8.1, 10, 14, 15, 16 and 17 which shall come into effect immediately upon completion of this Deed.

**5 THE OWNER'S COVENANTS**

5.1 The Owner covenants with the Council so as to bind the Site to perform the obligations as set out in the Second Schedule.

5.2 The Owner covenants with the County Council so as to bind the Site to perform the obligations as set out in the Third Schedule.

**6 THE COUNCIL'S COVENANTS**

6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

**7 THE COUNTY COUNCIL'S COVENANTS**

7.1 The County Council covenants with the Owner as set out in the Fourth Schedule.

**8 MISCELLANEOUS**

8.1 The Owner shall pay to the Council and County Council on completion of this Deed the reasonable legal costs of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed.

8.2 The Owner covenants to pay the County Council Monitoring Contribution on completion of this Deed and for the avoidance of any doubt the costs referred to in this Clause do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in Clause 3.

8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.4 This Deed shall be registrable as a local land charge by the Council.

8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owner's request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

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

8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the relevant part of it to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.10 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against their mortgagees or those deriving title from them.

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

8.12 Nothing contained or implied in this Deed 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.

## **9 MORTGAGEE'S CONSENT**

9.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Mortgaged Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Mortgaged Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Mortgaged Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **10 WAIVER**

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

## **11 CHANGE IN OWNERSHIP**

11.1 The Owner agrees 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 their interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan **PROVIDED THAT** the Owner shall not be required to give notice to the Council or the County Council of any change of ownership affecting a completed Dwelling.

## **12 INDEX LINKED**

12.1 The Owner agrees with the Council and the County Council that any sum payable by the Owner and referred to in the Second and Third Schedules shall be increased by the application of the following formulae:

12.1.1 In the case of sums payable to the Council:

$$A = (B \times C) \text{ divided by } D,$$

Where:

A is the sum actually payable on the date specified for payment in this Agreement;

B is the original sum mentioned in this Agreement;

C is the General Index of Retail Prices (All items) for the month two months before the date specified for payment in this Agreement;

D is the General Index of Retail Prices (All items) for the month two months before the date of this Agreement; and

C/D is equal to or greater than 1.

12.1.2 And in the case of sums payable to the County Council:

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

Where:

- A is the sum actually payable on the date of payment;
- B is the original sum mentioned in this Deed;
- C is the Building Cost Information Service (BCIS) Index for the quarter preceding the date of payment; and
- D is the BCIS Index for the quarter preceding the date of this Deed,

and Indexation shall be construed accordingly.

**13 INTEREST**

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

**14 VAT**

- 14.1 All consideration given in accordance with the terms of this Deed 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 paragraphs 1 and 2 of the Second Schedule ("**Affordable Housing**") the same shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy on the application of either the Owner or the Council;
- 15.2 in the case of any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the President of the Bar or his deputy on the application of any of the parties; 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 Owner and the Council or the County Council (as the case may be) **PROVIDED THAT** in all cases the expert shall direct the costs be borne by the Owner where the expert considers the Council or the County Council's case (as the case may be) is reasonable.

**16 JURISDICTION**

- 16.1 This Deed 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**

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

**18 COMMENCEMENT**

- 18.1 The Owner shall provide the Council and County Council with written notification of the date of the Commencement of Development not less than 14 (fourteen) days prior to the Commencement of Development.
- 18.2 The Owner shall provide the County Council with written notification of the date of the first Occupation not less than 14 (fourteen) days prior to the first Occupation.

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



**FIRST SCHEDULE**  
**Form of notice of planning permission**



# ADUR DISTRICT COUNCIL

Mr. Jon Murch  
Davies Murch  
86-90 Paul Street  
London  
EC1A 4NE

## DRAFT [ ]

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

**APPLICATION NUMBER: AWDM/1281/19**

### Details of Development

**DEMOLITION OF EXISTING BUILDING AND STRUCTURES AND CONSTRUCTION OF BUILDING RANGING IN HEIGHT FROM THREE TO SIX STOREYS PROVIDING 74 RESIDENTIAL UNITS COMPRISING 28NO. 1 BEDROOM, 40NO. 2 BEDROOM AND 6 NO. THREE BEDROOM UNITS, INCLUDING 27 CAR PARKING SPACES 3 OF WHICH ARE WHEELCHAIR ACCESSIBLE, 86 CYCLE PARKING SPACES, AMENITY SPACE, SOFT AND HARD LANDSCAPING AND ASSOCIATED ANCILLARY FACILITIES.**

### Location of Development

**MANNINGS SURRY STREET 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 19th August 2019.

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

### **DRAFT**

Gary Peck  
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
PROPOSED GROUND FLOOR PLAN	Drg 02-100 Rev B	18.10.2019
PROPOSED FIRST AND SECOND FLOOR PLAN	Drg 02-101 Rev B	18.10.2019
PROPOSED THIRD FLOOR PLAN	Drg 02-103 Rev B	18.10.2019
PROPOSED FOURTH FLOOR PLAN	Drg 02-104 Rev B	18.10.2019
PROPOSED FIFTH FLOOR PLAN	Drg 02-105 Rev B	18.10.2019
BLOCK PLAN EXT AND PROPOSED WITH KEY DISTANCES	Drg 02-011	27.08.2019
SITE LOCATION - EXISTING	Drg 01-010 Rev A	19.08.2019
PROPOSED ROOF PLAN	Drg 02-106 Rev A	19.08.2019
PROPOSED WEST ELEVATION	Drg 03-102 Rev A	19.08.2019
PROPOSED REAR ELEVATIONS (courtyard & sections)	Drg 03-104 Rev A	19.08.2019
PROPOSED EAST ELEVATION SURRY STREET	Drg 03-101 Rev C	18.12.2019
PROPOSED NORTH ELEVATIONS HAM ROAD	Drg 03-102 Rev C	18.12.2019
PROPOSED SOUTH ELEVATIONS	Drg 03-103 Rev C	18.12.2019

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

02. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

**Reason:** *To comply with Section 91 of the Town and Country Planning Act 1990.*

### 03. Materials, Detailing and Obscure Glazing

With the exception of any demolition works or works below ground level, no development shall take place until the following details have been submitted to and approved in writing by the Local Planning Authority and all development pursuant to this permission shall be carried out and permanently maintained in full accordance with details thereby approved:

- a) details and samples of the materials to be used on all external faces of the building including colours and finishes;
- b) details, including 1:20 drawings and profiles of external doors; windows doors and frames; roof intersections, soffits, parapets & cappings; and external hand-rails;
- c) details, including 1:20 drawings and profiles of balustrades and balcony screens, (which shall be at least 1.25m in height above the balcony floors) and balcony soffits; balcony screens on the south elevation shall also be designed of such material and type as to minimise risk of overlooking of neighbours to the south;
- d) details of obscure glazing (equivalent to Pilkington level 4 obscuration) to the three corridor/landing and staircase windows at the fifth floor on the south elevation, which shall also be fixed and unopenable up to at least 1.7m above internal floor level;
- e) external utility cabinets, their location, size, design, materials, colours and finish and any associated ducting.

This condition shall apply notwithstanding any information contained in the current application

**Reason:** *In the interests of visual amenity, the character of the setting of the Shoreham conservation area, the setting of listed buildings and to safeguard neighbouring amenities and privacy in accordance with policies 15 & 17 of the Adur Local Plan 2017.*

### Landscaping, Biodiversity and Enclosures

04. With the exception of any demolition works or works below ground level, no development shall take place until a detailed scheme and timetable of landscaping has been submitted to and approved in writing by the Local Planning Authority. The details shall include:

- a) landscape planting, including species, size and number or planting densities,
- b) measures for the enhancement of biodiversity,
- c) indications of all existing trees at or immediately outside the site boundary and tree protection measures,
- d) ground surfacing materials: type, colour, texture and finish,
- e) any means of enclosure or gates: type, height, material and colour,

- f) a maintenance plan to ensure establishment of this detailed scheme of landscaping.

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 & 31 of the Adur Local Plan 2017.*

05. a) No means of enclosure forward of any part of any elevation of the building hereby approved which fronts onto either Ham Road, Surry Street or the side service road leading westward from Surry Street, shall be erected or increased in height or changed in type, height or material from any which are approved under condition 5.v) of this notice of Permission, unless details have first been 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, or any Order revoking or re-enacting that Order.

b) The balustrade rail on the roof of the third floor (4th storey) of the southern elevation, which is shown on the Proposed Roof Plan drawing 02-106 Rev A shall be inset 1 metre further northwards from the from the southern edge of this roof (2.8 metres overall) and this condition shall apply notwithstanding any other information contained in the current application.

**Reason:** *To avoid inappropriate means of enclosure which may harm the appearance and character of the development and its setting, which includes the Ham Road Conservation Area and the setting of listed buildings and in the interests of neighbouring amenities and privacy in accordance with policies 15 & 17 of the Adur Local Plan 2017.*

#### **Highway and Access Matters**

06. a) No part of the development hereby approved shall be first occupied until vehicle parking spaces have been constructed and provided in accordance with the approved plans, including at least one space to be clearly identified and used for a car club vehicle only. One future reserve car club parking space shall also be made available and clearly identified for use as a car club space in the future upon the future written request of the Local Planning Authority. The locations of the car club space and future reserve car club space shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of the development.

b) The vehicle parking spaces referred to at i) above shall include the provision of cabling to supply for the charging of electric vehicles at all parking spaces, with seven of these provided with active charging apparatus when the development is first occupied. This shall accord with details of the electric vehicle charging cabling and apparatus, including power and charging rating and design, which shall first be submitted to and shall first.

These spaces shall thereafter be retained at all times for their designated use.

**Reason:** *To provide car-parking space for the use of the development including provision for electric vehicles and car club vehicles in accordance with Policy 28 of the Adur Local Plan 2017 and Guidance on Parking at New Developments, May 2019 (Published by West Sussex County Council in August 2019).*

07. With the exception of any demolition works, no development shall take place until construction details of the vehicular access and manoeuvring and parking areas within the site and their surface water drainage, including engineering cross sections and specifications, 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 access, parking and manoeuvring areas, including suitability for servicing, refuse and emergency vehicles, including sustainable drainage where appropriate.*

08. No gate to the rear vehicle parking area from the side service road leading westward from Surry Street shall be positioned closer than 4 metres from edge of the metalled surface of the service road and shall not be opened outwards (towards the service road). Details of any secure entry system shall first be 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 thereafter.

**Reason:** *In the interests of vehicular and pedestrian safety, to ensure sufficient space for vehicles entering or leaving the parking area to be clear of other service road traffic and in the interests of site security.*

09. No part of the development hereby approved shall be first occupied until cycle parking and storage, including a the secure cycle shed, have been provided in full accordance with plans and details, including design and security arrangements for the cycle shed, which shall first be submitted to and approved by the Local Planning Authority.

**Reason:** *To provide alternative travel options to the use of the car in accordance with current sustainable transport policies.*

10. 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 and monitored 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:** *To encourage and promote sustainable transport in accordance with Policy 28 of the Adur Local Plan 2017.*

**11. Refuse and Recycling**

No part of the development shall be first occupied until the internal refuse storage space has been provided in accordance with the approved plans and shall be permanently retained and maintained thereafter.

**Reason:** *To ensure adequate internal storage space for refuse in accordance with policy 15 & 18 of the Adur Local Plan 2017 and the interests of Highway safety and residential and neighbour amenities.*

**12. Fire Hydrant**

No part of the development hereby approved shall be first occupied until fire hydrant provision has been made in full accordance with plans and details shall first be submitted to and approved by the Local Planning Authority.

**Reason:** *In the interests of safety and residential amenities.*

**13. Drainage**

i) With the exception of any demolition works, no development shall take place until:

a) full details of the proposed means of foul and surface water sewerage disposal including a timetable, to ensure the provision of adequate capacity and that sewer works as part of this development align with sewerage network reinforcement, have been submitted to, and approved in writing by, the Local Planning Authority in consultation with Southern Water;

b) full details of a Sustainable Drainage (SuDS) system as part of surface water drainage, have been submitted to, and approved in writing by, the Local Planning Authority this shall include surface water drainage designs and calculations for the site which 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. Details should demonstrate that the surface water runoff generated up to and including the 1:100 year, (plus allowance for climate change), critical storm will not exceed and may reduce the run-off from the current site following the corresponding rainfall event;

c) full details of the maintenance and management of the SuDS system including a site-specific maintenance manual The manual shall 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

All drainage and sewerage details, including the SuDS system shall be implemented in accordance with the details approved under 13.a) & 13.b) of this condition before the first occupation of the development hereby approved, unless otherwise agreed in writing by the Local Planning Authority and shall be permanently retained and maintained thereafter in accordance with the details approved under 13.c) of this condition.

ii) 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 a drainage engineer that confirms that the scheme was built in accordance with the approved drawing/s.

**Reason:** *To ensure that the proposed development is satisfactorily drained and managed in accordance with Policy 36 of the Adur Local Plan 2017 and para 169 of the National Planning Policy Framework, 2021.*

#### 14. Sustainable Energy

With the exception of any demolition works, no development shall take place above ground until the following details have been submitted to and approved in writing by the Local Planning Authority, and all development pursuant to this permission shall be carried out in accordance with the details approved under this condition:

- a) Details which identify the supply of all initial space heating and hot water in the buildings by a centralised, communal wet system;
- b) Details which identify and safeguard plant room space for the future installation of heat interface equipment, and/or other plant, required for future connection to the future Shoreham Heat Network;
- c) Details of a safeguarded pipe run into, through, and out of the site to connect the plant room (s) with the proposed heat network;
- d) A strategy to facilitate the connection of the network to the development, including provisions to enable transition from the initial heating system to a system connected to the Shoreham Heating Network ; and
- e) A strategy to facilitate access to the site and plant rooms for the heat network developer to carry out works required to connect the site to the Shoreham Heat Network, lay underground infrastructure within the roads, footpaths, parking areas, open space and common or public areas of the development, and carry out repair and maintenance work to any heat network infrastructure.

**Reason:** *To enable the delivery and operation of the planned Shoreham Heat Network having regard to Policy 19 of the Adur Local Plan and paragraph 154 and 157 of the National Planning Policy Framework, 2021.*

#### Noise

15. With the exception of any demolition works, no development shall take place until details of a sound insulation scheme for protecting the proposed residential flats



and neighbouring dwellings from noise or vibration from any plant or tank rooms or lift mechanism have been submitted to and approved by the Local Planning Authority. The objective of the sound insulation scheme shall be to ensure that noise from these facilities is inaudible in any of the new flats and in any of the existing neighbouring properties.

**Reason:** *To protect future and existing occupiers from noise disturbance in accordance with Policies 15 & 34 of the Adur Local Plan 2017.*

16. With the exception of any demolition works, no development shall take place until details of a sound insulation scheme for protecting the proposed residential flats and neighbouring dwellings from noise or vibration from any plant or tank rooms or lift mechanism have been submitted to and approved by the Local Planning Authority. The objective of the sound insulation scheme shall be to ensure that noise from these facilities is inaudible in any of the new flats and in any of the existing neighbouring properties.

**Reason:** *To protect future and existing occupiers from noise disturbance in accordance with Policies 15 & 34 of the Adur Local Plan 2017.*

17. **Light**

Details of any external lighting (if required), shall first be submitted to and approved in writing by the Local Planning Authority, and implemented only in accordance with the details thereby approved. It shall comply with Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light, Obtrusive Light Limitations for Exterior Lighting Installations for Zone E2.

**Reason:** *Reason: To safeguard the residential amenities of the area and minimise light pollution in accordance with Policy 19 of the Adur Local Plan.*

18. **Aerials**

Prior to the first occupation of the development hereby approved, details of any external aerial/antenna and / or satellite dish (if any), 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 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 and the setting of the Shoreham Road Conservation Area and Listed Buildings in accordance with Policies 15 & 17 of the Adur Local Plan.*

19. **Levels and Accessibility**

With the exception of any demolition works, no development shall take place 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. This condition shall apply notwithstanding any information contained in the current application.

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

20. **Construction Management**

20. Prior to the commencement of development, (including demolition works) a Construction Environment Management Plan in respect of these works shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire development works 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) the method of access and routing of vehicles during construction and avoiding Air Quality Management Areas
- c) the parking of vehicles by site operatives and visitors,
- d) the loading and unloading of plant, materials and waste,
- e) 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),
- f) the storage of plant and materials used in construction of the development,
- g) measures to minimise nuisance from noise, dust and fumes,
- h) measures to minimise risk of pollution and spillages,
- i) the erection and maintenance of security hoarding including information about and images of the development,
- j) details of public engagement, including neighbours both prior to and during construction works to assist in the mitigation of risks of nuisance.

Furthermore, demolition and construction works shall not take place outside 07.30 hours to 18.00 hours Mondays to Fridays and 09.00 hours to 13.00 hours on Saturday and not at all on Sundays or Bank Holidays.

**Reason:** *In the interests of highway safety and the amenities and air quality management of the area in accordance with Policies 15, 28 & 34 of the Adur Local Plan.*

21. **Air Quality**

With the exception of demolition and clearance works, no development hereby permitted shall take place unless and until an Air Quality Emissions Mitigation Assessment has been submitted to and approved in writing by the Local Planning Authority, including all operational phase air quality mitigation measures. Any mitigation measures shall be at least equal to the value identified in the emissions mitigation assessment. Any on-site mitigation measures shall be implemented in the development hereby approved and maintained thereafter.

**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.*

22. **Archaeology**

No development shall commence within the site until:

- a) A written scheme of investigation (archaeological work) which should include on-site field survey and recording and the analysis reporting publishing and archiving of the results, has been submitted to and approved by the Local Planning Authority;
- b) The approved programme of archaeological work has been carried out in accordance with the approved details.

**Reason:** *To enable the recording of heritage assets of archaeological interest in accordance with policy 17 of the Adur Local Plan 2017 and paragraph 194 of the National Planning Policy Framework, 2021.*

**Remediation and Foundations**

23. With the exception of any demolition works and unless otherwise agreed in writing by the Local Planning Authority, no development shall take place until details of any foundation design using piling or penetrative methods have been submitted and approved in writing by the Local Planning Authority to show that there is no resultant unacceptable risk to groundwater. 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 National Planning Policy Framework. Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution / turbidity, risk of mobilising contamination, drilling through different aquifers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater.*

24. Prior to commencement of the development hereby approved (or such other date or stage of the development as may first be agreed in writing with the Local Planning Authority), the following components (i-iv) of a Remediation Scheme to deal with the risks associated with contamination of the site, as an addition to or amendment of the information contained in the Geo-Environmental Assessment Report by Clancy Consulting dated June 2019 Reference: 10/1380/002, shall each be submitted as to and approved in writing by the Local Planning Authority and shall thereafter be adhered to in the development:

- i A preliminary risk assessment which has identified: all previous uses; potential contaminants associated with those uses; a conceptual model of the site indicating

sources, pathways and receptors; and potentially unacceptable risks arising from contamination at the site;

ii A site investigation scheme, based on (i) above, and including further testing and sampling results (such as carbon banding and gas monitoring) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;

iii The site investigation results and the detailed risk assessment (ii) and, based on these, an options appraisal and Remediation Strategy giving full details of the remediation measures required and how they are to be undertaken;

iv A Verification Plan providing details of the data that shall be collected in order to demonstrate that the works set out in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. This shall include a timetable for the production of a Verification Report

Any changes to these components (i - iv) shall require the express consent of 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.*

25. A Verification Report demonstrating completion of the works contained in the Remediation Strategy and Remediation Scheme, under condition 24 of this Permission and the effectiveness of remediation shall be submitted to and approved in writing by the Local Planning Authority in accordance with the timetable approved as part of that condition. 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.*

### **Informatives / Notes to Applicant**

#### 01. Legal Agreement

This planning permission is subject to the s.106 legal agreement dated [NnNn ], concerning: the provision of affordable housing; open space contribution; District Heating; Car Club Provisions; Site Management; Emissions Mitigation; Access & Transport; Travel Plan; Fire & Library Provisions; monitoring of obligations satisfied.

02. Works within the Highway - Area Office Team

The applicant will be 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 Area Highway Manager (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.

The applicant is advised to enter into a legal agreement with 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.

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.

03. Fire Safety

A fire safety assessment will be needed under Building Regulations including safe escape routes. This may necessitate the provision of a system which allows access between individual stairwells/cores of the building in the event of a fire. The applicant should contact a Building Regulations advisor for guidance. Any resulting variation to the layout of the approved development may need further approval of the Local Planning Authority.

04. Sussex Police - Design

The applicant is advised to refer to the advice of the Sussex Police Design Office in its letter of 18th December 2018, which recommends measures for secure and vandal resistant entrances into and within the development and lighting (which is subject of a condition of this planning permission)

05. Southern Water - Drainage & Water supply

A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or [www.southernwater.co.uk](http://www.southernwater.co.uk). Please read the New Connections Services Charging Arrangements documents which has now been published and is available to read on our website via the following link:  
<https://beta.southernwater.co.uk/infrastructurecharges>.

The initial assessment 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.

It is also possible that a sewer now deemed to be public could be crossing the above property. Therefore, should any sewer be found during construction works, an investigation of the sewer will be required to ascertain its condition, the number of properties served, and potential means of access before any further works commence on site.

A formal application for connection to the water supply is required in order to service this development. Please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or [www.southernwater.co.uk](http://www.southernwater.co.uk)"

06. Condition 13

For the purposes of condition 13 b) it is recommended that winter groundwater monitoring be used to establish highest annual ground water levels and winter infiltration testing to BRE DG365, or similar approved, to support the design of any Infiltration drainage. Please contact the Council's Drainage Engineer to discuss.

07. Condition 14 - Sustainable Energy

Part i) of condition 14 operates in parallel with the obligations of the s.106 Agreement concerning future connection to the Shoreham Heating System for connection to the communal or district heat network, to which the applicant is required to undertake constructive liaison and reasonable endeavours with the Council for up to 3 years from practical completion.

Until such connection is made it is recommended that any 'initial system' should consider renewable sources with no or low reliance upon fossil fuels. The system should be consistent with / not compromise the strategies for access and connection to the Shoreham Heating System.

08. 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>

09. 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.

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## SECOND SCHEDULE

### The Owner's covenants with the Council

#### Definitions

<b>"Affordable Housing"</b>	As defined by Annex 2 of the NPPF means Social Rented Housing and Intermediate Housing which is 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 Director for Communities or the Head of Housing shall have approved in writing beforehand).
<b>"Affordable Housing Units"</b>	30% of the Dwellings on the Site of a type and in a location to be agreed between the relevant Registered Provider and the Council; such Dwellings to comprise 75% housing at Social Rent (to comprise 11 x 2 bedroom units and 6 x 3 bedroom units) and 25% Intermediate Housing (to comprise 2 x 1 bedroom units and 3 x 2 bedroom units and any dispute or difference between the relevant Registered Provider and the Council regarding the location of such Dwellings shall be settled or determined pursuant to clause 14 of this Deed.
<b>"Air Quality Emissions Mitigation Assessment"</b>	means the assessment submitted to and approved in writing by the Council under the conditions of the Planning Permission.
<b>"Air Quality Emissions Mitigation Contribution"</b>	means any off Site financial contribution identified in the Air Quality Emissions Mitigation Assessment.
<b>"Car Club"</b>	means a club operated by a car rental company appointed by the Owner which provides at least one Car Club Vehicle for use at any time by residents of the Dwellings or others on a pay-as-you go basis with booking arrangements provided by online or telephone service.
<b>"Car Club Provider"</b>	means a car rental company that provides Car Club Vehicles and associated services.
<b>"Car Club Space"</b>	means the car club parking space to be provided in accordance with the Planning Permission.
<b>"Car Club Vehicle"</b>	means a four-wheeled passenger vehicle with a minimum of four seats comprising a petrol car or diesel car or alternative fuel car (which may include a car powered by electricity) falling within category M1 as described in the Driver & Vehicle Licensing Agency document 'Notes about tax Classes V355/1 (3/17)' and which is taxed, insured, serviced and roadworthy with a current MOT, provided for use by members of the Car Club.
<b>"Chargee"</b>	any mortgagee or chargee of the Registered Provider or any receiver or manager (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).
<b>"Current Occupiers"</b>	the occupiers of the dwellings on the Site prior to its redevelopment pursuant to the Planning Permission.
<b>"Driving Credit"</b>	a credit of fifty pounds (£50) for each Car Club membership.
<b>"Energy Centre"</b>	means a facility to accommodate heat generation plant, thermal storage and associated ancillaries to supply a Heat Network.
<b>"First Occupation"</b>	means the first beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction or fitting out and reference to "First Occupier" shall be construed accordingly.
<b>"Heat Network"</b>	means an energy network identified by the Council to provide heating and hot water more efficiently to reduce local carbon emissions such as hot water or steam from central sources of production to multiple buildings or sites across a geographical area.
<b>"Homes England"</b>	means Homes England or any body undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement, or re-enactment of such Act).
<b>"Intermediate Housing"</b>	means housing for sale and rent provided at a cost above Social Rent levels but below 80% of open Market Rent levels subject to the criteria set out in the definition of Affordable Housing. For the purposes of this Deed this means housing provided by way of Shared Ownership only.
<b>"Management Company"</b>	means a management company which shall be a not for profit organisation that is incorporated for the purposes of preparing, updating and implementing the Site Management Plan.
<b>"Market Rent"</b>	means an estimate of the dwelling's market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors.
<b>"NPPF"</b>	means the National Planning Policy Framework published by the Ministry of Housing, Communities and Local Government (February 2019 version).

<b>"Open Space Contribution"</b>	the sum of fifteen thousand pounds (£15,000) (Index Linked) towards the improvement of the Ham Road Recreation Ground, Shoreham.
<b>"Practical Completion"</b>	means the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose and free from defects other than minor snagging as confirmed by a certificate of practical completion issued by the Owner's architect or other suitably qualified professional and "Practically Complete" and "Practically Completed" shall be construed accordingly.
<b>"Qualifying Occupiers"</b>	means persons who can satisfy the definition of those qualifying for Affordable Housing and including (a) residents of the Adur District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income and (b) the Current Occupiers.
<b>"Registered Provider" or "RP"</b>	means an organisation registered as a registered provider by the Regulator of Social Housing pursuant to the Housing and Regeneration Act 2008.
<b>"Regulator of Social Housing"</b>	means the Regulator of Social Housing whose objectives are set out in the Housing and Regeneration Act 2008 and being the body regulating registered providers of social housing or any body undertaking the existing functions of the Regulator of Social Housing.
<b>"Reserve Car Club Space"</b>	means a second Car Club Space required to be provided under any condition of the Planning Permission and which is to be used for a Car Club Vehicle.
<b>"Shoreham Heat Network"</b>	means the Heat Network proposed for the Shoreham Heat Network Area, as defined in the Adur Local Plan 2017 and Sustainable Energy Supplementary Document 2019 in which the Site is located.
<b>"Site Management Plan"</b>	means the plan of management and maintenance measures which is to be prepared, updated and implemented by the Management Company (such plan and any updates to be approved by the Council) and which is to include: <ul style="list-style-type: none"> <li>(i) Management of the roof terraces to ensure the safety of users, installation of a privacy screen/balustrade rail and signage to avoid late hours use that may affect occupiers of the Dwellings or the occupiers of any properties in the area of the Site;</li> <li>(ii) A flood escape plan and arrangements for distributing this to residents and keeping the flood escape plan under review and updating as and when necessary;</li> </ul>

- (iii) Maintenance of the sustainable surface water drainage;
- (iv) Maintenance of the bicycle and bins stores and making arrangements for the collection of household refuse from the Site; and
- (v) Maintenance of any noise and vibration attenuation required for any plant located on the Site.

**"Social Rent"**

means housing owned by local authorities and registered providers and let at below market rent by a registered provider at a rent level which is calculated according to a formula based on property values and local earnings (target rent) set by the Regulator of Social Housing's Rent Standard.

**The Owner COVENANTS with the Council as follows:**

**1 Obligation to provide Affordable Housing**

1.1 To construct the Affordable Housing Units within the Development in accordance with the Planning Permission and to provide the Affordable Housing Units in accordance with the terms set out in paragraph 2 of this Schedule and:

1.1.1 to procure that the Affordable Housing Units are physically completed in a workmanlike manner with due care and skill; and

1.1.2 not to permit First Occupation of more than 75% of the Dwellings until:

(a) all of the Affordable Housing Units have been constructed and made ready for residential occupation and written notification of such has been received by the Council; and

(b) if the Owner is not a Registered Provider, long leases (of at least 125 years) have been granted or the freehold interest of all the Affordable Housing Units have been transferred to the Registered Provider and on terms granting the RP all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

1.2 save where paragraph 2.5.2 and/or 2.6 apply, the Owner shall, with effect from the date on which the Affordable Housing Units are physically completed, not allow or permit such units to be occupied other than by Qualifying Occupiers (the Current Occupiers being given priority) and for the avoidance of doubt this restriction shall apply not just to the First Occupier of any of the Affordable Housing Units but to all subsequent occupiers of them and in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by the Council (acting reasonably).

**2 Terms of Transfer of Affordable Housing**

2.1 Unless the Owner is a Registered Provider the Owner shall make an offer to a RP to purchase the Affordable Housing Units (that shall not be used other than for Social Rent, and Intermediate Housing as set out in the definition of Affordable Housing Units) ("the first offer") and such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made.

2.2 In the event that the first offer made in accordance with the above is not accepted within the first offer period then the Owner shall make a second offer to the Council or its nominee to purchase the Affordable Housing Units ("the second offer") not later than one month after the

expiry of the first offer period and such offer shall consist of the same terms and conditions as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made.

- 2.3 In the event that the offer(s) made pursuant to paragraph 2.1 or 2.2 are accepted by an RP (or the Council or its nominee as the case may be), the Owner shall use reasonable endeavours for a period of not less than 3 months from the date of acceptance of such offer to enter into a binding contract with the RP (or the Council or its nominee as the case may be) for the disposal of the Affordable Housing Units (that shall not be used other than for Social Rent and Intermediate Housing as set out in the definition of Affordable Housing Units).
- 2.4 In the event that either (a) the offer(s) made pursuant to paragraph 2.1 or 2.2 are accepted by an RP (or the Council's nominee), the Owner will procure that the RP (or the Council's nominee) grants or (b) where the Owner is a Registered Provider and the provisions of paragraph 2.1 and 2.2 do not therefore apply, the Owner will itself grant nomination rights to the Council in accordance with the Council's standard nominations agreement in the form set out in the Sixth Schedule prior to the First Occupation of the Affordable Housing Units .
- 2.5 It is agreed and declared that:
- 2.5.1 nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the part of the Council to grant or make available any public subsidy or other financial support (or to assist the Owner or the Registered Provider) in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;
- 2.5.2 the provisions of paragraph 1.2 of this Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
- (a) a statutory right to acquire it under the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
  - (b) it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has stair-cased his ownership under the lease to 100 percent;
- 2.5.3 the provisions of paragraphs 2.1 to 2.3 shall only apply in relation to the initial disposal of the Affordable Housing Units;
- 2.5.4 for the purposes of the nomination rights referred to in paragraph 2.4, the Current Occupiers shall have priority over the Council's nominees.
- 2.6 The provisions set out in this Schedule shall not be binding on a Chargee or Receiver of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee or Receiver **PROVIDED THAT:**
- 2.6.1 such 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
- 2.6.2 if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions in Schedule 2 of this Agreement which provisions shall determine absolutely

### **3 Open Space Contribution**

- 3.1 To pay the Open Space Contribution to the Council prior to the First Occupation of the first Dwelling on the Site.

### **4 District Heat Network**

- 4.1 To connect all Dwellings to a centralised, communal wet system for space heating and hot water according to the following specifications:
- (a) heat in the building should operate at an appropriate temperature for future connection to a Heat Network. The targeted difference between flow and return temperatures on the primary Heat Network under peak demand conditions shall be greater than 30°C;
  - (b) plant rooms should be situated to consider potential future-pipe routes and sufficient space must be allowed for building/network interface equipment (such as heat exchangers); and
  - (c) pipe runs from the plant room along the internal road network and verge to the proposed main heat route (as shown coloured dark pink and marked "HTG" on the Site Services Plan) must be protected and remain accessible for future installation.
- 4.2 On written request, to provide information to the Council or its appointed Heat Network contractor(s) with respect to the Owner's anticipated heat requirements and the potential for reliance upon the Energy Centre and proposed Shoreham Heat Network.
- 4.3 To engage constructively with the Council to identify and explore the potential for the Development to be connected to the proposed Shoreham Heat Network and to purchase heat generated at an off-site Energy Centre which the Council proposes to install to serve buildings, occupiers and users, and to meet anticipated space heating and hot water consumption requirements in the vicinity of the Development.
- 4.4 To engage constructively with the Council to identify and explore the potential for heating plant installed during construction of the Development to be retained and adopted by the Council or its appointed Heat Network contractor(s) as an element of the proposed Shoreham Heat Network.
- 4.5 To permit the Council, or its appointed Heat Network contractor(s) on reasonable prior written notice (save in case of emergency) reasonable and necessary access to the Site at reasonable times in the daytime (save in case of emergency) including access roads, footpaths, open spaces, common areas, public areas and plant rooms in order to:
- (a) lay underground infrastructure within the access roads, footpaths, open spaces, common areas and public areas of the Development in positions first approved by the Owner (such approval not to be unreasonably withheld or delayed) provided access and services to the Swellings within the Development are maintained at all times;
  - (b) carry out any reasonable and necessary works which have first been approved by the Owner (such approval not to be unreasonably withheld or delayed) required to connect the Site to the proposed Shoreham Heat Network; and
  - (c) carry out maintenance and repair works to any Heat Network infrastructure.

**PROVIDED THAT** any access to the Site shall be subject to the Council or its appointed Heat Network contractor(s) (i) being responsible for all costs and expenses associated with any such works, (ii) carrying out the works in a reasonable manner, causing as little disturbance and inconvenience to the owners and occupiers of the Development as possible, (iii) making

good any damage caused to the Site or Development and (iv) fully indemnifying the Owner against all costs, expenses, claims and liabilities arising out of these works.

- 4.6 To use reasonable and commercial prudent endeavours to negotiate and enter into a connection and supply agreement with the Council, or its appointed Heat Network contractor(s), on reasonable commercial terms subject to such connection being financially and technically viable and the proposed Shoreham Heat Network being available to connect within one year of the issue of Practical Completion (**PROVIDED THAT** the Energy Centre and Heat Network are completed and fully operational by that date, and if the Energy Centre is not completed and fully operational by that date the connection to and purchase of heat from the Energy Centre should take place within a period of one year following the date when the Energy Centre is completed and fully operational Provided Further That if the Energy centre is not completed and fully operational within three (3) years of Practical Completion then this obligation shall be discharged).

## **5 Car Club**

- 5.1 The Owner covenants with the Council to procure the establishment and promotion of a Car Club for the benefit of the occupiers of the Dwellings and to ensure that at least one Car Club Vehicle is provided and maintained at the Car Club Space to serve the Development for a minimum period of three (3) years from first Occupation of the Dwellings.
- 5.2 If the Owner is required by the Council or Car Club Provider to provide the Reserve Car Club Space the Owner covenants with the Council to use all reasonable endeavours to secure that this is made available to a Car Club Provider for the parking of a further Car Club Vehicle at the Reserve Car Club Space with the second Car Club Vehicle being made available to residents of the Dwellings and other members of the Car Club.
- 5.3 The Owner covenants with the Council that it shall pay for the cost of membership to a Car Club for a minimum period of 3 (three) years from the date of first Occupation for all residential occupiers of each Dwelling in the Development who hold a qualifying valid full drivers licence and to provide a Driving Credit for each Car Club membership provided pursuant to this clause.
- 5.4 The Owner covenants that for a minimum period of one (1) year from Occupation of the Development it shall provide marketing literature to all residential occupiers of the Development publicising the Car Club and, in the case of first residential occupiers of the Development, this marketing literature shall include the incentive as detailed in paragraph 5.3 above.
- 5.5 The Car Club Vehicle is to be made available to occupiers of the Dwellings on a pay as you go basis once the initial credit detailed in paragraph 5.3 above has been expended.
- 5.6 So far as consistent with the Car Club Provider's terms and conditions the Car Club Vehicle is to:
- (a) be remote access entry with a smart card with no need to collect keys;
  - (b) be booked online or by telephone and bookings must be possible at all times;
  - (c) be fully insured at all times by a comprehensive insurance policy;
  - (d) be taxed at all times;
  - (e) have a valid MOT (where necessary);
  - (f) be regularly serviced and, as a minimum, at least as frequently as required by the manufacturer;
  - (g) be covered by a policy of breakdown insurance which provides for roadside, recovery, onward travel and homestart cover;

- (h) be cleaned (inside and outside) and checked regularly to ensure that all fluid levels are at the correct levels and there are no obvious defects or dangers; and
  - (i) be available for members of the Car Club at all times except when the Car Club Vehicle is unavailable for use due to compliance with any of the obligations set out in this paragraph 5.6. In the event that the Car Club Vehicle is unavailable for use for any other reason, the Owner will use all reasonable endeavours to minimise the time that the Car Club Vehicle is unavailable and in the event that the Car Club Vehicle is unavailable for a period in excess of 24 hours for any reason, the Owner will organise and arrange for a replacement Car Club Vehicle to be provided.
- 5.7 The Car Club is to be accessed via a membership scheme which is to be operated in accordance with paragraph 5.3 above.
- 6 The Management Company and the Site Management Plan**
- 6.1 The Owner covenants with the Council to provide details to the Council for its approval prior to the Occupation of the Development of:
- (a) the Site Management Plan; and
  - (b) the proposed Management Company which shall include a copy of the proposed articles of association together with a list setting out the duties of the Management Company which is to include, as a minimum, all those matters to be included within a Site Management Plan.
- 6.2 That the Management Company shall be incorporated only in accordance with the details approved pursuant to paragraph 6.1 above and that any resolution to alter or amend the constitution or articles of association of the Management Company shall be submitted to the Council at least 7 (seven) days before a vote being taken on such a resolution and any such resolution of the Management Company shall not be effective unless and until the written approval of the Council is received.
- 6.3 Not to Occupy the Development unless and until:
- (a) the Site Management Plan has been approved by the Council in writing;
  - (b) the details of the Management Company have been approved in writing by the Council; and
  - (c) the Management Company has been incorporated in accordance with those approved details.
- 6.4 The Owner covenants with the Council that they shall:
- (a) implement the approved Site Management Plan;
  - (b) regularly review the Site Management Plan and, if the Site Management Plan needs to be updated, to submit a revised Site Management Plan to the Council for approval; and
  - (c) to implement any revised Site Management Plan approved by the Council.
- 6.5 The Management Company shall be established so that its members or directors (as the case may be) include representatives of the residents of the Dwellings of the Development and any Registered Provider that becomes an owner of any of the Affordable Housing Units.
- 6.6 If at any time there is a breach of the duty of the Management Company to fulfil its obligations in respect of the Site Management Plan then the Council may, without prejudice to its enforcement powers contained within the Act issue a notice on the Owner and/or Management Company specifying such a breach and requiring such breach to be remedied within a reasonable period.

- 6.7 In the event that the Owner or the Management Company fail to remedy a breach in accordance with paragraph 6.6 above then the Council shall be entitled to:
- (a) do all such things as are necessary to remedy the breach as set out in such a notice;
  - (b) enter onto such parts of the Site as may be necessary to remedy the breach as set out in the notice; and
  - (c) recover the costs it has incurred in remedying such a breach from the Owner and/or Management Company as the case may be.

## **7 Emissions Mitigation**

- 7.1 In the event that the Air Quality Emissions Mitigation Assessment identifies the need to pay an Air Quality Emissions Mitigation Contribution the Owner shall:
- (a) not Occupy or permit to be Occupied any Dwelling until the Air Quality Emissions Mitigation Contribution has been paid to the Council; and
  - (b) pay the Air Quality Emissions Mitigation Contribution to the Council prior to the Occupation of any Dwelling.

## **8 Monitoring**

- 8.1 The Owner is to provide the Council with a written monitoring report such report to be provided at least annually with the first report due on the Commencement of Development and the last report due 2 (two) years after Practical Completion. The monitoring report is to include:
- (a) the number of Dwellings expected to be built in the following 12 (twelve) months;
  - (b) the number of Dwellings constructed in the past 12 (twelve) months;
  - (c) the total number of Dwellings constructed on the Site;
  - (d) the anticipated date that the first Dwelling is to be occupied;
  - (e) the anticipated date that 75% of the Dwellings will be occupied;
  - (f) a statement setting out which Owner's obligations have become due by the date of the monitoring report and how these have been met; and
  - (g) any other information that the Council may reasonably request in order to check that the requirements of this Deed are being complied with.



### THIRD SCHEDULE

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

##### Definitions

- "Fire and Rescue Services Contribution"** means the sum of two hundred and sixty nine pounds (£269) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Third Schedule of this Agreement being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards supply and installation of additional fire safety equipment to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Shoreham/Southwick **PROVIDED THAT** should Commencement of Development take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics.
- "Library Services Contribution"** means the sum of three thousand, three hundred and seventy three pounds (£3,373) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 3 of this Third Schedule of this Agreement being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards the cost of additional stock at Shoreham Library **PROVIDED THAT** should Commencement of Development take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics.
- "Total Access Demand Contribution"** the sum of thirty seven thousand, four hundred pounds (£37,400) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics payable in accordance with paragraph 1 of this Third Schedule of this Agreement which is calculated in accordance with the Total Access Demand Methodology and to be used towards the cost of cycle route improvements to the A259 in accordance with the Shoreham Harbour Transport Strategy (2016-2031) or any plan which amends or replaces this strategy **PROVIDED THAT** should Commencement of Development take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics.

**"Total Access Demand Methodology"** means the methodology developed by the County Council and adopted by the County Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development.

**The Owner COVENANTS with the County Council as follows:**

- 1. Total Access Demand Contribution**
  - 1.1 To pay the Total Access Demand Contribution, Index Linked, to the County Council prior to first Occupation of the Site.
  - 1.2 Not to cause or allow first Occupation to occur before the Total Access Demand Contribution shall have been paid to the County Council.
  - 1.3 If the Total Access Demand Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Total Access Demand Contribution.
- 2. Fire and Rescue Services Contribution**
  - 2.1 To pay the Fire and Rescue Services Contribution, Index Linked, to the County Council prior to first Occupation.
  - 2.2 Not to cause or allow first Occupation to occur before the Fire and Rescue Service Contribution shall have been paid to the County Council.
  - 2.3 If the Fire and Rescue Service Contribution has not been paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the said contribution.
- 3. Library Services Contribution**
  - 3.1 To pay the Library Services Contribution, Index Linked, to the County Council prior to the first Occupation.
  - 3.2 Not to cause or allow first Occupation to occur before the Library Contribution shall have been paid to the County Council.
  - 3.3 If the Library Contribution is not paid to the County Council on or before the relevant payment date to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Library Contribution.

## FOURTH SCHEDULE

### The Council and County Council Covenants

#### The Council and County Council covenant with the Owner as follows:

**1. Discharge of obligations**

- 1.1 At the written request of the Owner the Council or County Council as the case may be shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

**2. Repayment of Contributions**

- 2.2 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 2.3 The Council and County Council shall provide to the Owner such evidence, as the Owner shall reasonably require, in order to confirm the expenditure of the sums paid by the Owner under this Deed.

**3. The Council covenants with the Owner as follows:**

- 3.1 To apply the Emissions Mitigation Contribution on additional measures to improve local infrastructure within the Shoreham Air Quality Management Area or within 500 metres of the Site for the purposes of implementing or subsidising the implementation of a scheme for the monitoring or improving of air quality.

**4. The County Council Covenants as follows:**

- 4.1 The County Council covenants with the Owner that upon receipt of the Total Access Demand Contribution, The Fire and Rescue Service Contribution and The Library Contribution as paid to the County Council under the Third Schedule will hold the sums in a separately identified interest bearing section of the County Council's combined accounts and apply the Contributions as outlined in the Fourth Schedule.
- 4.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Total Access Demand Contribution, The Fire and Rescue Service Contribution and The Library Contribution it will 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 the Scheme on which the Fire and Rescue Service Contribution has been expended by the County Council.
- 4.3 If or to the extent Total Access Demand Contribution, The Fire and Rescue Service Contribution and The Library Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Service Contribution any unexpended sum together with compound interest on such unexpended sum from the date of receipt of the said Contribution by the County Council 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.
- 4.4 If at the end of the period referred to in paragraph 3.2 above the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Service Contribution or part thereof for the purposes specified in paragraph 3.1 above then the County Council shall not be required to refund any part of the Fire and Rescue Service Contribution 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 Fire and Rescue Service Contribution and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in paragraph 4.1 above.

- 4.5 It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Total Access Demand Contribution, Library Contribution and Fire and Rescue Contribution to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement, including without limitation, the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a Scheme and any necessary advertisements.

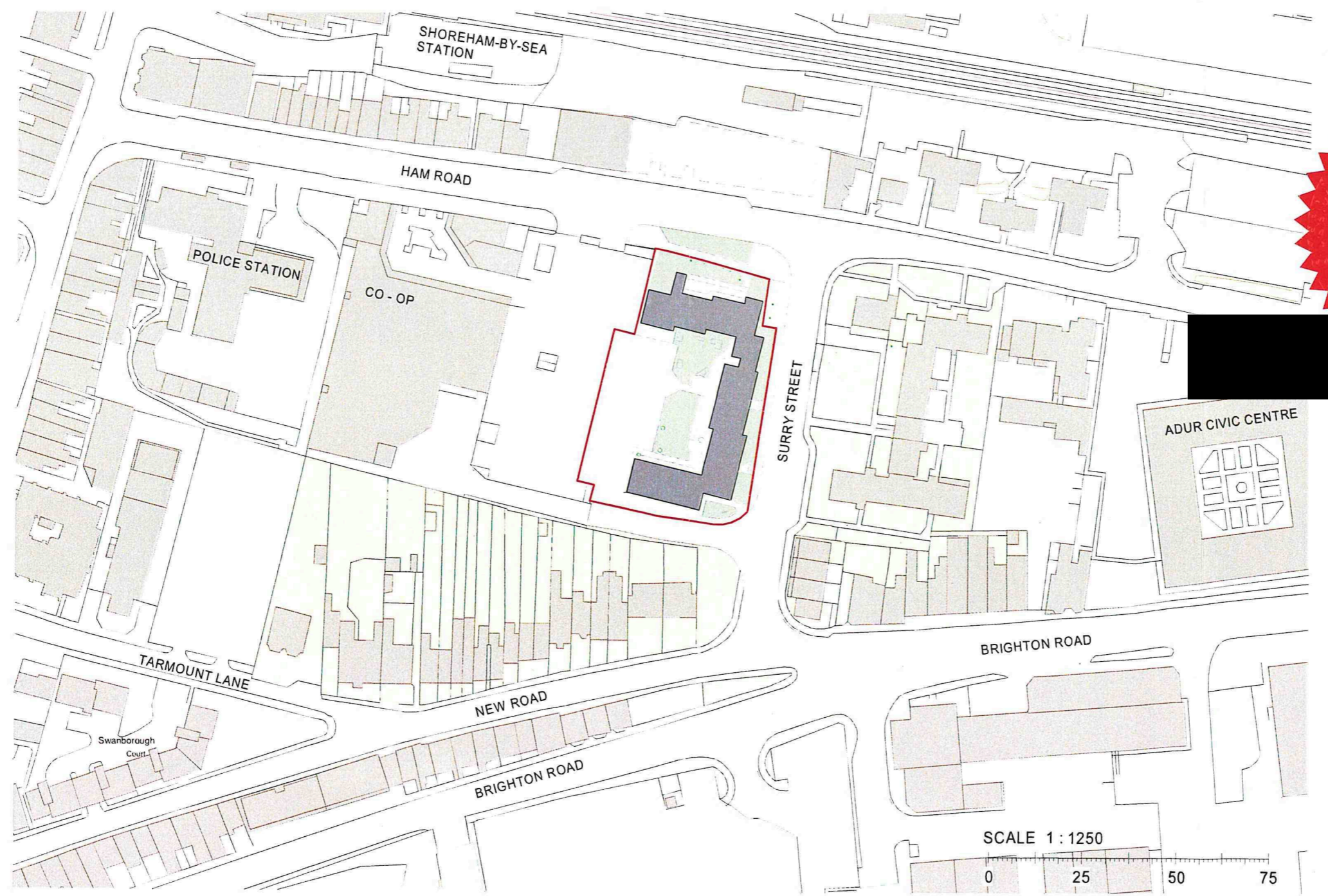
FIFTH SCHEDULE  
The Plan

1021/02

ELLA BOGE

GUO BURKE

1558



Rev	Description	Date	Dr by	App by
original by	date created	approved by		
CB	31-July-2019	WLH		

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client name		
Southern Housing Group		
project		
The Mannings		
drawing		
Site Location Plan - Existing		
project number	plot date	
2016.00729.001		
rev	issue status	scale
A	TP	1 : 1250 @A3
drawing number		
01-010		

SCALE 1 : 1250



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**SIXTH SCHEDULE**  
**Nominations Agreement**

DATED

201[ ]

[ ]

and

[ ]

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**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 ("the Section 106 Agreement") 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 (subject to priority being given to the Current Occupiers as defined in the Section 106 Agreement).

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;

<b>"Choice Based Lettings Procedure"</b>	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;
<b>"the Council"</b>	means the Council or any authority which may succeed its functions of enforcing the terms, provisions and obligations created under this Deed
<b>"Current Occupiers"</b>	shall have the meaning given to it in the Section 106 Agreement
<b>"Development"</b>	means the development of the Land in accordance with the Planning Permission;
<b>Chief Executive or Director for Communities</b>	means the Council's Deputy Chief Executive and person as the Council designates as undertaking this role;
<b>"Homes England"</b>	means the non-departmental government body that funds new affordable housing or such other successor body charged with similar functions
<b>"Initial Lets"</b>	means the first letting of each Rented Unit in accordance with the provisions of this Deed
<b>"the Land"</b>	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 provided they are not required for Current Occupiers; 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 yearly of such progress, no later than 7<sup>th</sup> April of each financial year.
- 8.2 Upon receiving notice of a Void the Registered Provider shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Registered Provider's obligations under clause 4 and the provisions of clause 5 will be followed in respect of such Rented Unit in the event that the Registered Provider so determines

**9. Details of Tenancy Agreements**

- 9.1 The Registered Provider shall supply to the Council in writing within 5 Working Days of an offer of a Rented Unit being accepted or rejected by a Nominee:-
- 9.1.1 full details of the offer of a Tenancy Agreement made by the Registered Provider to a Nominee; and
- 9.1.2 full details of the reason for not making any offer if applicable; and
- 9.1.3 full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection
- 9.1.4 full details of the Registered Provider's response to complaints or inquiries made by a Nominee as to why they have not been made an offer or have been rejected by the Registered Provider

**10. Assessment of Prospective Tenants**

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

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

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

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

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

## **11. The Registered Provider's Covenants**

11.1 The Registered Provider covenants with the Council:

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

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

## **12. Fitness for Occupation**

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

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

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

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

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

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

**13. Assignments of Obligations**

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

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

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

**14. Service of Notices**

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

**15. Arbitration**

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

**16. Disposal of the Units**

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

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

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

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

**17. Deed Ceasing to Apply**

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

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

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

**18. Non-Enforceability of Deed**

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

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

- 18.2 a tenant of a Rented Unit who has exercised a right to buy under Part V of the Housing Act 1985 or a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable.
- 18.3 a tenant of a Rented Unit who has exercised the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation.
- 18.4 the individual owners or occupiers of the Units and in all cases all successors in title and assignees of and persons deriving title from such persons in 18.1, 18.2 or 18.3 above.

**19. Ceasing to be Liable**

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

**20. Termination**

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

**21. Contracts (Rights of Third Parties) Act 1999**

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

**22. Costs**

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

**23. DATA PROTECTION**

**23.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause [23.1] is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, Applicable Laws means (for so long as and to the extent that they apply to the



Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.



**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 +)		<b><i>If yes please complete the list below</i></b>	
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:

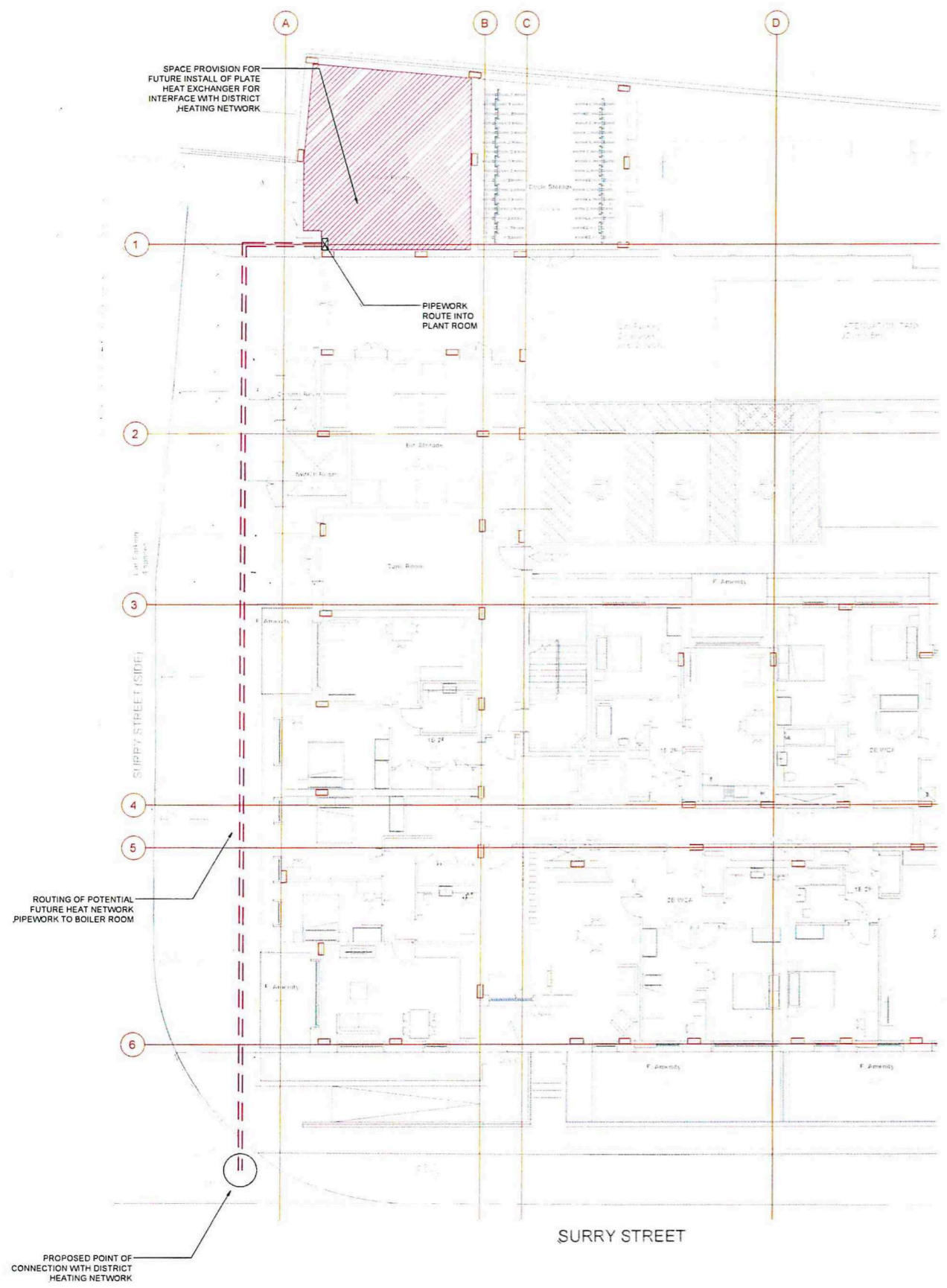
Date:

Name of contact for further information

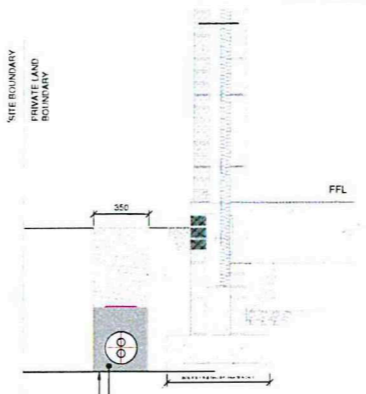
Phone No:



ANNEX 1  
THE PLAN



TYPICAL BURIED HEATING PIPEWORK TRENCH DETAIL - FUTURE INSTALLATION (SCALE 1:20)



Crge:	Rev:	Cast Ref:																																												
Arch:	Rev:	Drawn:																																												
Crge:	Rev:	Drawn:																																												
Arch:	Rev:	Drawn:																																												
Copyright : SILCOCK DAWSON & PARTNERS																																														
Notes:																																														
1. DO NOT SCALE THIS DRAWING. WORK TO DIMENSIONS GIVEN.																																														
2. ALL DIMENSIONS TO BE VERIFIED FROM SITE MEASUREMENT.																																														
3. DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.																																														
<table border="1"> <tr> <td>T1</td> <td>21.08.21</td> <td>ISSUED FOR PLANNING REVIEW</td> <td>NB</td> </tr> <tr> <td>Drawn:</td> <td>Iss:</td> <td>Checked:</td> <td>By (I&amp;A)</td> </tr> <tr> <td colspan="4">TENDER</td> </tr> <tr> <td colspan="4"><b>SILCOCK DAWSON &amp; PARTNERS</b></td> </tr> <tr> <td colspan="4">Project Reference: T +44 (0) 1544 247 474 www.silcockdawson.co.uk</td> </tr> <tr> <td colspan="4">Client: SOUTHERN HOUSING GROUP</td> </tr> <tr> <td colspan="4">Project: THE MANNINGS SHOREHAM ON SEA</td> </tr> <tr> <td colspan="4">Drawing title: SITE SERVICES PROTECTED SERVICES ROUTING FUTURE DISTRICT HEATING INCOMING PIPEWORK</td> </tr> <tr> <td>Project No:</td> <td colspan="2">190004-SS-M-102</td> <td>Rev:</td> </tr> <tr> <td>Scale:</td> <td>1:100@A1</td> <td>Date:</td> <td>Aug 21</td> </tr> <tr> <td>Disc:</td> <td></td> <td>Disc:</td> <td>NB</td> </tr> </table>			T1	21.08.21	ISSUED FOR PLANNING REVIEW	NB	Drawn:	Iss:	Checked:	By (I&A)	TENDER				<b>SILCOCK DAWSON &amp; PARTNERS</b>				Project Reference: T +44 (0) 1544 247 474 www.silcockdawson.co.uk				Client: SOUTHERN HOUSING GROUP				Project: THE MANNINGS SHOREHAM ON SEA				Drawing title: SITE SERVICES PROTECTED SERVICES ROUTING FUTURE DISTRICT HEATING INCOMING PIPEWORK				Project No:	190004-SS-M-102		Rev:	Scale:	1:100@A1	Date:	Aug 21	Disc:		Disc:	NB
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1021/02  
Blu  
1558

Colin Bullock



**SEVENTH SCHEDULE**

**Site Services 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

EXECUTED as a Deed by )  
THE DISTRICT COUNCIL OF ADUR )  
by the affixing of its Common Seal in )  
the presence of:



sign here: [redacted]

Authorise [redacted]  
[redacted]

2021/10/14/2021

EXECUTED as a Deed by )  
WEST SUSSEX COUNTY COUNCIL )  
by the affixing of its Common Seal in )  
the presence of:



(affix)

sign here: [redacted]

Authorised Signatory  
print name: [redacted]

EXECUTED as a Deed by )  
SOUTHERN HOUSING GROUP )  
LIMITED )  
by the affixing of its Common Seal in )  
the presence of:



[redacted]

sign here:

Authorised Signatory  
print name: NOREEN  
ADAMS

sign here:

Authorised Signatory  
print name: [redacted]

EXECUTED as a Deed by )  
THE HOUSING FINANCE )  
CORPORATION LIMITED )  
by the affixing of its Common Seal in )  
the presence of:



(affix seal)

[redacted]

FENELLA EDGE

sign here: 0

Authorised Signatory  
print name: [redacted]

COLIN BURKE

1021 / 02