

DATED 8th February 2022

THE BOROUGH COUNCIL OF WORTHING

- and -

PERSIMMON HOMES (THAMES VALLEY) LTD

- and -

E E REED & CO. (BUILDERS) LIMITED

-and-

WEST SUSSEX COUNTY COUNCIL

PLANNING OBLIGATION UNDER SECTION 106 AGREEMENT
relating to land NORTH WEST OF GORING RAILWAY STATION
GORING STREET, WORTHING, WEST SUSSEX

We Hereby Certify That This Is A
True And Complete Copy Of The
Original

Shoosmiths LLP
SHOOSMITHS LLP

Date 09/02/2022

This deed is dated the 8th February

2022

PARTIES

- (1) THE BOROUGH COUNCIL OF WORTHING of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("the Council")
- (2) PERSIMMON HOMES (THAMES VALLEY) Ltd of Persimmon House, Fulford, York, YO19 4FE (company number – 02142835) ("the Developer")
- (3) WEST SUSSEX COUNTY COUNCIL of County Hall, Chichester, West Sussex PO19 1RQ ("the County Council");
- (4) E E REED & CO. (BUILDERS) LIMITED of Persimmon House, Fulford, York, YO19 4FE (company number – 00638763) ("the Owner")

BACKGROUND

- 1 The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 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 and 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 the Site free from encumbrances under title number WSX359197.
- 4 The Developer has submitted the Application to the Council and is proposing to carry out the Development on behalf of the Owner and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Application was refused by the Council on 11th March 2021 and is now the subject of a section 78 Appeal to be determined by way of planning inquiry.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"1980 Act"	the Highways Act 1980
"Act"	the Town and Country Planning Act 1990

"All Requisite Highway Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement the Highway Works Scheme
"Ancillary Highways Works"	works and measures reasonably required to be carried out by the Owner to mitigate the effects of implementing the Highway Works, and which shall include: <ul style="list-style-type: none"> a) a new Toucan crossing facility along the A259 Goring Street and A2032 Littlehampton Road; b) a new pedestrian / cycle link in the Site's north-western corner to provide a safe and direct walking route for future households and end-users accessing the PRoW network (i.e. Bridleway 2135 and Footpath 2139) located off the northern side of the A259 <p>as shown on drawings 18122/001 Rev C, 18122/006 and 18122/SK11 Rev A</p>
"Adoptable SUDS"	those parts of the Sustainable Drainage System as shown in principle on the illustrative master plan (drawing CMP-02 Rev P6) and marked 'SUDS' at Annex 4 or such other area(s) as may be agreed with the Council in writing that is broadly in conformity with those areas
"Appeal"	the planning appeal to the Secretary of State submitted by the Owner in respect of the Council's refusal of planning permission for the Development which has been given the appeal reference: APP/M3835/W/21/3281813
"Application"	the application for outline planning permission submitted to the Council for the Development of the Site and allocated reference number AWDM/1264/20
"Associated Infrastructure"	Items of infrastructure within the Site that are not comprised within the plots of the individual Dwellings and are outside of any road that is adopted as public highway (but not within a Public Open Space Area or Play Area including private estate roads, street lighting, street furniture (including associated signage), waste bins, fencing, gates, any drainage (including Private SUDS) that will not be publicly adopted

"Building Regulations"	the Building Regulations 2010 (as amended and in force at the date of this Deed)
"Certificate of Practical Completion"	a certificate to be issued by the Owners' or Developers' landscape architect (or in the event that any part of the Development is constructed by a party other than the Owners or the Developers then a certificate to be issued by the other party's landscape architect) evidencing Practical Completion
"CIL Charging Schedule"	Community Infrastructure Levy payable in respect of the Development in accordance with the Revised Charging Schedule for CIL adopted by the Council and implemented on 21 August 2021 under the provisions of the Planning Act 2008 and the CIL Regulations 2010 (as amended)
"Commencement of Development"	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 and Commences" shall be construed accordingly
"Council Contributions"	means the Maintenance Contribution, the Replacement Allowance the Off-Site Nesting Bird Mitigation Commuted Sum and the Play Area Contribution
"Council Monitoring Contribution"	means the total sum of £1,800 payable to the Council for monitoring the delivery and performance of a Qualifying Trigger in respect of the Council Contributions contained in this Deed over the lifetime of the Development
"County Council Contributions"	means the Highways Contribution and the Travel Plan Auditing Fee
"County Council Monitoring Contribution"	means the total sum of £2,400 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger in respect of the County Council Contributions contained in this Deed over the lifetime of the Development

“Development”	the Development of the Site by the Developer which is to be delivered in Phases as set out in the Application and being a mixed use development comprising up to 475 dwellings along with associated access, internal roads and footpaths, car parking, public open space, landscaping, local centre (uses including A1, A2, A3, A4, A5, D1, D2, as proposed to be amended to use classes E, F and Suī Generis) with associated car parking, car parking for the adjacent railway station, undergrounding of overhead HV cables and other supporting infrastructure and utilities (Outline with all matters reserved)
“Dwelling”	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
“Ecological Management Plan”	A plan setting out measures to ensure a net biodiversity net gain can be achieved in respect of each Phase of the Development and detailing enhancement measures and a future management regime for the Public Open Space Area within each Phase
“Financial Contribution Trigger”	means a trigger contained within this Deed applicable to the Council Contribution or the County Council Contributions
“HA 1980”	means the Highways Act 1980
“Highways Agreement”	an agreement made under section 38 and/or section 278 of the HA 1980 as otherwise agreed between the Owner and the County Council
“Highways Contribution”	means the sum of £30,000 (Thirty Thousand Pounds) (Index Linked) to accommodate further highways improvements within the Borough of Worthing required as a consequence of the Development and to include the provision of real time passenger information at Goring Street and Ferring, War Memorial, bus stops or other equivalent scheme
“Highways Drawing”	the Drawing(s) numbered 18122-001 Rev C Proposed Access Strategy showing the site access including the Station car park, 18122-002 Rev D Proposed Northern roundabout mitigation measures showing improvements to Goring Crossroads, 18122/006 Proposed Pedestrian and Cycle Enhancements showing improvements to Goring Crossroads, 18122-003 Rev B Proposed Southern Roundabout

Mitigation Measures showing improvements to the A259 roundabout with Goring Way and Aldsworth Avenue, 18122/SK11 Rev A showing a pedestrian/cycle link to the north west of the Site, ITB9105-GA-024 Proposed Improvement Scheme to A280/A27/Titnore Lane Roundabout showing improvements to A280/A27/Titnore Lane Roundabout showing improvements to the A280/Long Furlong junction attached to this Deed at Annex 1 and signed by or on behalf of the parties and such other drawings as may be approved from time to time by the County Council acting reasonably either as amendments to the Highways Drawing(s) or as part of the detailed design for the Highway Works

“Highways Practical Completion”

completion of the Highway Works (or part of the Highway Works) that enables the Highway Works to be used for the purpose for which they were designed, save for any minor defects and Practically Complete shall be construed accordingly

“Highways Works”

the works described in Annex 1 and shown in principle on the Highways Drawing(s), which works are required to make good a deficiency in infrastructure provision arising from the Development, and any detailed design subsequently approved by the County Council together with such other Ancillary Works as the County Council may require

“Highway Works Scheme”

a scheme to be submitted to the County Council for approval detailing and for the provision of the Highway Works for approval

“Index Linked”

means index linked in accordance with the provisions of clause 12

“Inspector”

means the inspector appointed by the Secretary of State to determine the Appeal

“Interest”

interest at 4% per cent above the base lending rate of the Bank of England applicable at the actual date of payment

“Landscape Specification Spreadsheet”

means the Landscape Specification spreadsheet CSA/2566/14 Rev F appended to this Deed as Annex 2

“Maintenance Contribution”

in respect of each Public Open Space Area and Play Area shall mean the commuted maintenance sum relating thereto payable to the Council, the amount which is to be agreed

between the parties to this Deed and to be calculated in accordance with the Councils Landscape Specification Spreadsheet at the time such sum is due and which shall include a proportion of the Replacements Allowance, and as may be required as a result of the details approved pursuant to reserved matters applications, planning conditions and the details of the Public Open Space Scheme and Play Park Scheme approved pursuant to Schedules 4 and 5 of this Deed

"Maintenance Period"

the period of 12 months from the date of the Certificate of Practical Completion or such other period as may be approved as part of the Management and Maintenance Proposals

"Maintenance Specification"

a specification to be approved by the Council itemising the type and frequency of maintenance to be carried out to the Public Open Space Area and the Play Area and where applicable the Associated Infrastructure

"Management and Maintenance Proposals"

detailed proposals for the management and maintenance of an area of Public Open Space and the Play Areas and where applicable the Associated Infrastructure, including the proposed Maintenance Period (and including, where applicable, the Maintenance Specification, where applicable the Maintenance Contribution or where applicable the particulars of any Management Company to be involved in the management and maintenance of such area or facility (which shall include a copy of the memorandum and articles of association of the Management Company)) and the financial arrangements proposed to be put in place in order to fund the future management and maintenance thereof which may include one or more of arrangements for the payment of a service charge, a cash deposit, lump sum endowment or other security mechanisms such as bonds for a limited period

"Management Company"

Means

- (i) in the case of the Public Open Space Area, a management company which shall be a not for profit organisation and of which each owner of the Dwellings shall be invited to be a member and that is incorporated for the purpose of collecting an income and/or

maintenance fees or similar from the owners of the Dwellings and which shall be responsible for the management and maintenance of the Associated Infrastructure and where the Owners so elect pursuant to paragraph Schedule 6 shall be responsible for the management and maintenance of the Public Open Space Areas, the Play Area in relation to which such an election is made or such other organisation as may be first agreed by the Council in writing

- (ii) in the case of the SUDS, the relevant water authority for the area or such other organisation as may be first approved by the Council in writing

“Non-Financial Trigger”

means a trigger contained within this Deed applicable to the Highway Works and Travel Plan or provision of Affordable Housing pursuant to Schedule 3

“Nesting Birds Management Plan”

A plan setting out the Owner's plans for ensuring that off-site mitigation measures to be put in place in relation to nesting birds to be secured on the land edged blue as indicated on the plan marked 'Plan 1' at Annex 7, and the land edged red on the plan marked 'Plan 2' at Annex 7 or, in the event that the Developer deems that these parcels of land are unsuitable or cannot be used for any reason, such other area as agreed with the Council

“Occupation” and “Occupied”

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

“Off-Site Nesting Bird Mitigation Commuted Sum”

means a sum to be agreed in writing between the Owner and the Council following submission of the Nesting Birds Management Plan and prior to Commencement of the Development

“Open Space Calculator”

means the Council's adopted open space cost calculator appended at Annex 8

“Open Space Requirements”

The Council's adopted Open Space Study and Open Space Calculator from time to time in force adopted at the point of submission of reserved matters

“Phase”	means any phase of the Development to be delivered as shown indicatively on the Phasing Plan
“Phasing Plan”	means the phasing plan to be submitted to and approved by the Council prior to the Commencement of Development
“Plan”	the plan of the Site attached to this Deed at the First Schedule
“Planning Permission”	the outline planning permission subject to conditions to be granted pursuant to a decision letter made by the Secretary of State pursuant to the Appeal
“Play Area”	the play area that will be provided in accordance with the Play Area Scheme and in the area marked indicatively on plan CMP-02 Rev P6 attached at Annex 4
“Play Area Contribution”	a contribution for the provision of off-site play equipment or allotments calculated in accordance with the Council's adopted Open Space Requirements if appropriate provision is not made on Site
“Play Area Scheme”	a scheme to be submitted by the Owners and/or the Developers and to be approved by the Council in respect of the Play Area setting out: <ul style="list-style-type: none"> (a) the precise boundaries of the Play Area; (b) the detailed plans and specification for the construction, laying out, servicing and planting of the Play Area in accordance with the Play Area Specification; and (c) the Management and Maintenance Proposals;
“Play Area Specification”	the outline specification for the Play Area Specification document appended at Annex 3 to this Agreement, or as otherwise agreed with the Council
“Practical Completion”	the issue of a Certificate of Practical Completion by the Owner's landscape architect or in the event that any part of the Development is constructed by a party other than the Owner the issue of a Certificate of Practical Completion by the other party's landscape architect and

	<p>"Practically Completed" shall be construed accordingly</p>
"Private SUDS"	<p>all those parts of the SUDS within the Development that are not part of the Adoptable SUDS</p>
"Public Car Park for Goring Station"	<p>the provision of a car park for the public using Goring Railway Station</p>
"Public Open Space Area"	<p>those areas of public open space within any Phase of the Development which are to be provided generally in accordance with the agreed Public Open Space Scheme for that Phase, including any noise bunds, fences, gates, benches, litter bins and dog waste bins footways or cycleways (including any bridges or structures over which such footpaths or cycleways may run within those areas but excluding any which are to be offered for adoption by the highway authority pursuant to Section 38 of the Highways Act 1980) and including the Adoptable SUDS within such area or areas</p>
"Public Open Space Phasing Plan"	<p>a plan to identify which Public Open Space Areas will be delivered with or within the Development on each Phase to be agreed with the Council prior to the Commencement of Development on that Phase and shown indicatively on Plan 02 Rev P6 attached to this Deed at Annex 4</p>
"Public Open Space Scheme"	<p>a scheme to be submitted by the Owners and/or Developers and to be approved by the Borough Council in respect of each Public Open Space Area for each Phase prior to the Commencement of the Development on that Phase setting out:</p> <ul style="list-style-type: none"> (a) the Public Open Space Phasing Plan (b) the precise boundaries of each Public Open Space Area for that Phase; (c) the detailed plans and specification for the construction, laying out, servicing and planting of the Public Open Space Area in accordance with the Public Open Space Specification; (d) (where applicable) details of any connections into existing public rights of way and where applicable such structures as may need to be provided to cross any verge or ditches to make those connections; and

	(e) the Management and Maintenance Proposals
“Public Open Space Specification”	the public open space specification to be agreed in writing between the Owner, Developer and the Council prior to Commencement of the Development on each Phase
“Public Open Space Works”	means the works to be undertaken to provide the Public Open Space Areas and Play Area in each Phase as approved pursuant to a Public Open Space Scheme
“Qualifying Trigger”	means any trigger contained within this Deed including a Financial Contribution Trigger and a Non-Financial Trigger that attracts the Council Monitoring Contribution or the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the Council or County Council
“Replacement Allowance”	a cost allowance for the replacement of trees and/or shrubs as applicable calculated in accordance with the formula illustrated in the Landscape Specification Spreadsheet and payable as applicable as part of the Maintenance Contribution for each Public Open Space Area
“Requisite Consents”	all planning permissions, consents, approvals, licences, certificates and permits (whether public or private) as may be necessary to lawfully carry out the Public Open Space Works and the Adoptable SUDS and any agreements as may be required to secure the provision, maintenance and public use of the footpath connections to the Public Open Space Areas (if there are any)
“Secretary of State”	the Secretary of State for Levelling Up, Housing and Communities or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Levelling Up, Housing and Communities by the Act
“Site”	the land against which this Deed may be enforced, and being land north west of Goring Railway Station, Goring Street, Worthing, West Sussex as shown edged red on the Plan and registered at the Land Registry under title number WSX359197
“Sustainable Drainage System (“SUDS”)”	a gravity based surface water drainage system serving the Development including any component parts such as infiltration, conveyance

and attenuation features, pipes and supporting structures, gillies, trapped gullies, oil interceptors, inlets, outlets and access chambers the details of which shall be approved at reserved matters stage

“Travel Plan Auditing Fee”	means the sum of £5,000 (five thousand pounds)
“Travel Plan”	means a travel plan prepared by Milestone Transport Planning and titled Residential Travel Plan in respect of the Development attached as Annex 6 subject to any amendments agreed in writing by the County Council from time to time
“Working Day”	means any day except Saturday, Sunday or any public bank holiday

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 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.
- 2.8 A reference to writing or written includes email.
- 2.9 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

3 LEGAL BASIS

3.1 This Deed constitutes a planning obligation for the purpose of Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and any other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner and Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are entered into by the Owner and the Developer with the intention that they bind the interests held by those persons in the Site and their respective successors and assignees.

3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and County Council in the case of covenants made with them in accordance with section 106 of the Act.

3.4 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.5 If any provision in this Deed shall be held to be invalid illegal or unenforceable, including in the event that the Inspector in their decision letter states that any specific obligation contained in this Deed is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching their decision, then neither the Owner nor the Developer shall be obliged to comply with the terms of the specific obligation notwithstanding that the remaining provisions relating to those obligations that the Inspector agrees are required shall be complied with in full and the validity legality and enforceability of such provisions of this Deed shall not be called into question so far as it relates to those remaining obligations.

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 6, 9.1, 12, 16 and 17 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

5.1 The Owner agrees with the Council to observe and perform the covenants, restrictions and obligations contained in Schedules 3, 4, 5, 6 & 7.

5.2 The Owner agrees to give not less than 14 Working Days written notice to the Council and the County Council of the intended Commencement of the Development.

5.3 The Owner covenants with the County Council so as to bind the Site to observe and perform the covenants, restrictions and obligations contained in the Schedule 8.

6 DEVELOPER'S CONSENT

6.1 The Developer consents to the completion of this Deed and acknowledges that the obligations in this Deed shall bind the Site and declare that they shall be bound by the terms of this Deed in the event that the Developer acquires a legal estate in the Site or any part of the Site.

7 THE COUNCIL'S COVENANTS

7.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations as set out in the Ninth Schedule.

8 THE COUNTY COUNCIL'S COVENANTS

8.1 The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations as set out in the Ninth Schedule.

9 MISCELLANEOUS

9.1 The Owner shall pay to the Council and County Council on completion of this Deed the reasonable and proper legal costs together with all disbursements incurred in the negotiation, preparation, execution and registration of this Deed.

9.2 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

9.3 This Deed shall be registrable as a local land charge by the Council and shall be registered as such.

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or Developer 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.

9.5 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.

9.6 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.

9.7 The obligations in this Deed shall cease to have effect (insofar only as it has not already been complied with) if before the Commencement of the Development the Planning Permission:

- a) expires;
- b) is quashed following a successful legal challenge;
- c) is revoked or otherwise withdrawn; or
- d) is (without the consent of the Owner) modified by any statutory procedure.

9.8 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.9 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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

9.11 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.

9.12 The Owner covenants to pay the Council Monitoring Contribution upon ~~completion of this Deed~~ and for the avoidance of doubt the costs referred to in this Clause do not constitute or purport to constitute planning obligations for the purpose of Section 106 of the Act and are payable pursuant to other statutory provisions referred to in Clause 3.1.

Commencement of Development
MS

9.13 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 3.1.

Commencement of Development
MS

Jda

Jda

10 CIL

10.1 In the event that CIL becomes payable in respect of any part of the Development not already included with the Council's CIL Charging Schedule or in the event that a further CIL Charging Schedule comes in to effect which increases the amount of CIL payable in respect of the Development or any part thereof the Council or the County Council as the case may be and the Owners shall be entitled to renegotiate the level and range of contributions payable by the Owners under this Agreement having regard to the level of CIL payable in respect of the Development.

10.2 The terms of this Agreement shall be adjusted in accordance with the outcome of the negotiations under clause 9.1 and any overpayment of contributions shall be subject to repayment by the Borough Council or the County Council as the case may be.

10.3 Any dispute relating to the negotiations under clause 9.1 or any adjustment or repayment shall be determined in accordance with clause 16.

11 WAIVER

No waiver (whether expressed or implied) by the Council or the County Council or 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 or the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 CHANGE IN OWNERSHIP

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 its 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.

13 INDEX LINKED

13.1 In the case of the Council Contributions the Owner agrees with the Council that any sum payable by the Owner and referred to in Schedules 3, 5 and 7 shall be increased by the application of the following formulae:

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

- Where
- A is the sum actually payable on the Specified Date
 - 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 Specified Date
 - D is the General Index of Retail Prices (All items) for the month two months before the date of this Agreement
- C/D is equal to or greater than 1

13.2 In the case of the County Council Contributions the Owner agrees with the County Council that any sum payable by the Owner and referred to in the Eighth Schedule shall be increased by the application of the following formulae:

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

- Where
- A is the sum actually payable on the Specified Date
 - B is the original sum mentioned in this Agreement
 - C is the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors for the quarter preceding the Specified Date
 - D is the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors for the quarter preceding the date of this Agreement
- C/D is equal to or greater than 1

14 INTEREST

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.

15 VAT

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

16 DISPUTE PROVISIONS

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

16.1 in the case of any difference or dispute arising out of the provisions of paragraphs 2 and 3 of

Schedule 3 ("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;

16.2 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; and

16.3 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.

17 JURISDICTION

17.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

18 DELIVERY

18.1 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 subject to clause 4.

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

The common seal of Worthing Borough Council

was affixed to this document in the presence of:

Authorised signatory



10290

The common seal of West Sussex County Council
was affixed to this document in the presence of:

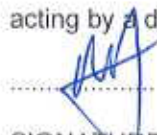
Authorised signatory



Executed as a deed by

E E Reed & Co (Builders) Ltd

acting by a director and secretary



SIGNATURE OF DIRECTOR

Director *Michael Smith*



SIGNATURE OF SECRETARY

SECRETARY *TRACY DAVISON*

EXECUTED as a DEED by)

PERSIMMON HOMES (THAMES VALLEY) LIMITED

Acting by ~~its Attorneys~~ *a director and secretary*

[]

In the presence of:

Witness Signature)

Witness Name)

Witness Address)

Witness Occupation)

And

[]

In the presence of:

Witness Signature)

Witness Name)

Witness Address)

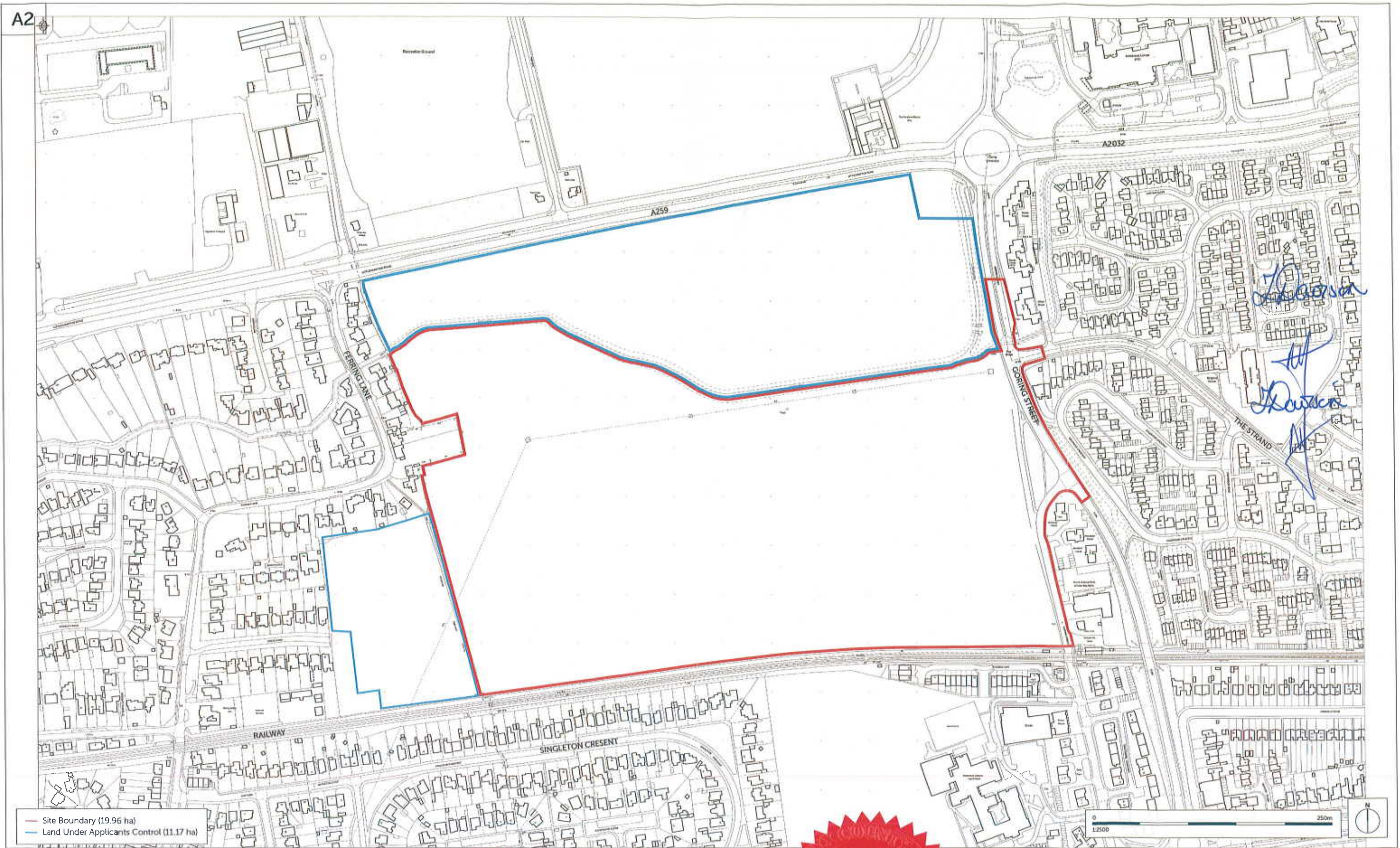
Witness Occupation)


DIRECTOR


SECRETARY

FIRST SCHEDULE

Plan



— Site Boundary (19.96 ha)
— Land Under Applicants Control (11.17 ha)



Romsey Office
 Building 300, The Grange,
 Romsey Road,
 Michelmersh, Romsey,
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Portishead Office
 Unit 5, Middle Bridge Business Park,
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Rev	Description	Date	Au	Ch
P1	Preliminary Issue	03.02.20	PM/dr	---
P2	Revised Redline	32.02.20	PM/dr	---
P3	Revised Redline	29.06.20	MB/aa	MB/---
P4	Revised Redline	14.07.20	MB/aa	MB/---
P5	Adjustment to Area Totals	15.07.20	MB/aa	MB/---



Project	Goring Station		
Drawing	Site Location Plan - 02		
Client	PERSIMMON (THAMES VALLEY)		
Job no.	PERS190227PJ	Date	03.02.20
Dwg no.	SLP-02	Rev.	P5
Author	PM/dr	Checked	-/-
Status	PRELIMINARY	Scale	1:2500@A2
Office	Romsey		
Client ref.	-		

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SECOND SCHEDULE

Not Used

THIRD SCHEDULE

The Owner's Covenants with the Council Affordable Housing

The following additional Definitions are to apply in relation to this Third Schedule of the Deed.

Definitions

- "Affordable Housing" shall have the same meaning as in Annex 2 of the NPPF - that is to say social rented, affordable rented and intermediate housing provided to eligible households whose needs are not met by the open market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision
- "Affordable Housing Contribution" means a sum to be determined in writing between the Owner and the Council (index linked) towards the cost of the provision of the agreed Affordable Housing off-site within the district / borough provided that where the Affordable Housing has been provided in part but no transfer to an RP has been effected for the remainder in accordance with this Deed the sum payable shall be the sum calculated by the Council in accordance with its adopted Affordable Housing Supplementary Planning Document 2015 (SPD) and acting reasonably or determined by a Chartered Surveyor in accordance with clause 16.1 in the event the sum is disputed
- "Affordable Housing Scheme" means a scheme to be agreed in respect of each Phase of the Development including details of the agreed location, dwelling type and tenure mix of the Affordable Housing Units to be provided within that Phase
- "Affordable Housing Standards" the design criteria with which the Affordable Housing Units shall comply namely
- (a) shall be constructed to Homes and Communities Agency Design and Quality Standards ("D&QS") or other at least equivalent standards in operation at the time the Development is Commenced
 - (b) shall be designed to the same external design as the Market Housing Units so as to be indistinguishable from the Market Housing Units
 - (c) shall be distributed throughout the Development in clusters consisting of no more than 15 Affordable Housing Units in any one cluster unless otherwise agreed by the Council; and

(d) 5% of which shall be built to meet M4(3) of Part M Building Regulations SAVE THAT where Affordable Housing Units are flats which are not on the ground floor this requirement shall not apply

"Affordable Housing Units"

the Dwellings on the Site to be provided in a location and of a mix of tenure and dwelling types to be agreed in the Affordable Housing Scheme for each Phase and any dispute or difference between the Owner, Developer, the relevant Registered Provider and the Council regarding the location of such Dwellings on any Phase shall be settled or determined pursuant to clause 16 of this Deed "Affordable Housing"

Affordable Housing Indicative Base Mix"

means a mix of tenure and dwelling types whereby 40% (forty per cent) of the Dwellings within the Development are provided as Affordable Housing of which 75% are provided as Affordable Rent Units and 25% are provided as Intermediate Housing/Affordable Shared Ownership Units or such other percentages as may be agreed in writing between the Owner and the Developer as per the Affordable Housing Scheme

"Affordable Rent Unit"

an Affordable Housing Unit which is to be offered to a Qualifying Occupier for rent at the Affordable Rent Unit Charge

"Affordable Rent Unit Charge"

the rent payable in respect of an Affordable Rent Unit which shall not exceed the published Local Housing Allowance (from time to time or 80% of Market Rent whichever is greater, and which may be increased in line with the Retail Prices Index or Consumer Prices Index plus 1% and which may be re-based upon re-letting of any Affordable Rent Unit

"Chargee"

any mortgagee or chargee of the Registered Provider of any of the Affordable Housing Units or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver

"First Occupation"

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

"Homes England"	means Homes England or anybody undertaking the existing functions of Homes England 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)
"Intermediate Housing/Affordable Shared Ownership unit"	an Affordable Housing Unit which is to be offered to a Qualifying Occupier for shared ownership in accordance with the terms of the Shared Ownership Lease or such other form of intermediate housing that is referenced in the Council's SPD
"Market Housing Units"	that part of the Development which is general market housing for sale at the Open Market Value and which is not Affordable Housing
"NPPF"	means the National Planning Policy Framework 2021 published by the Department for Communities and Local Government
"Open Market Value"	market value as defined in the RICS Valuation Professional Standards (the Red Book) 2014
"Qualifying Occupiers"	means persons who can satisfy the definition of those qualifying for Affordable Housing and including residents of the Worthing Borough who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income in accordance with the Standard Nominations Agreement as set out in Annex 5 to this Deed or as otherwise agreed between the Registered Provider and the Council
"Registered Provider" or "RP"	means a registered social landlord registered as a Registered Provider by Homes England
"Shared Ownership Lease"	a lease of an Intermediate/Affordable Shared Ownership Unit granted on first disposal to a Qualifying Occupier at a premium whereby on first purchase of the equitable interest in the Affordable Shared Ownership Unit, a minimum of 25% (twenty five per cent) or such alternative percentage as may be mandated from time to time by Homes England and a maximum of 75% (seventy five per cent) of Open Market Value is acquired upon completion of such lease; and which allows an annual rent to be charged on the remainder of the equitable interest not exceeding 2.75% of the value of such remainder and which lease shall include arrangements enabling the lessee to purchase further shares in an Affordable Shared Ownership Unit by instalments until 100% ownership is achieved
"Standard Nominations Agreement"	means the Standard Nominations Agreement in force between the Council and its Registered Provider development partners at the time of transfer as shown in

Annex 5 (with such variations as may be agreed between the Council and the Registered Providers)

The Owner COVENANTS with the Council as follows:

1. Affordable Housing

- 1.1 40% (forty percent) of all Dwellings within the Development shall be Affordable Housing Units which shall be provided based on current local and national planning policy standards on Site, SAVE THAT if a Registered Provider cannot be found to deliver the onsite Affordable Housing the Developer shall provide an Affordable Housing Contribution in lieu of any on-site provision.
- 1.2 The Affordable Housing Units shall comprise a mixture of Affordable Rent Units and Intermediate Housing / Affordable Shared Ownership Units in line with the Affordable Housing Indicative Base Mix or such other mix as may be agreed in writing between the Owner and the Council pursuant to the Affordable Housing Scheme.
- 1.3 The Owner shall submit the Affordable Housing Scheme to the Council for approval prior to the Commencement of Development on each Phase and shall not Commence Development on that Phase until the Affordable Housing Scheme has been approved.

2. Obligation to provide Affordable Housing

- 2.1 Where Affordable Housing is provided on the Site, the Affordable Housing Units shall be provided within the Development in accordance with the Planning Permission and the Affordable Housing Units shall be provided in accordance with the terms set out in paragraph 3 of this Schedule and the Owner shall:
 - 2.1.1 procure that the Affordable Housing Units are physically completed in a workmanlike manner with due care and skill and to the standard required by Building Regulations and in accordance with the Affordable Housing Standards;
 - 2.1.2 not permit First Occupation of more than 50% of the Market Housing Units on any Phase until 50% of the Affordable Housing Units to be delivered on that Phase have been constructed and made ready for residential occupation and written notification of such has been received by the Council; and
 - 2.1.3 not permit First Occupation of more than 80% of the Market Housing Units on any Phase until 100% of the Affordable Housing Units to be delivered on that Phase have been constructed and made ready for residential occupation and written notice of such has been received by the Council.
- 2.2 Save where paragraph 3.6.2 and/or 3.7 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 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.

3. Terms of Transfer of Affordable Housing

- 3.1 The Owner shall make an offer to an RP to purchase the Affordable Housing Units in respect of each Phase ("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.

3.2 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 Second Offer being made.

3.3 In the event that either the First Offer or the Second Offer is 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 in the relevant Phase.

3.4 In the event of:

3.4.1 the Second Offer not being accepted within the Second Offer Period; or

3.4.2 either the First Offer or the Second Offer being accepted but the Owner being unable to conclude 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 within the relevant Phase within 3 months of the date of acceptance of such offer

then the Owner will pay to the Council the Affordable Housing Contribution in respect of any unsold Affordable Housing Units within that Phase, such payment to be made within 3 months of expiration of the Second Offer Period and from the date of such payment to the Council the unsold Affordable Housing Units in that Phase shall be released from the obligations set out in this paragraph 3 and may be sold on the open market by the Owner as Market Housing Units.

3.5 In the event that either the First Offer or the Second Offer is accepted by an RP (or the Council's nominee), the Owner will procure that the RP (or the Council's nominee) grants nomination rights to the Council in accordance with the Council's Standard Nominations Agreement prior to the First Occupation of the Affordable Housing Units in the relevant Phase but in the event that this cannot be agreed with the RP then to procure that the RP prior to First Occupation shall in seeking to allocate the Affordable Housing Units for that Phase have regard to the following criteria:

3.5.1 any family association in the said administrative area in accordance with relevant housing allocation policies;

3.5.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;

3.5.3 any employment opportunity in the locality; and

3.5.4 any other connection with the locality

but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time.

3.6 It is agreed and declared that:

3.6.1 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 Developer in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

- 3.6.2 the provisions of paragraph 2.2 above 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;
- 3.6.3 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).
- 3.7 For the avoidance of doubt the provisions of paragraph 2.2 are binding on a Chargee of any of the Affordable Housing Units PROVIDED THAT paragraph 2.2 will not be binding on a bona fide purchaser for value from the Chargee of any of the Affordable Housing Units exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in title of such purchaser provided that the provisions of paragraph 3.8 below have been complied with.
- 3.8 It is hereby agreed and declared that the proviso contained in paragraph 3.7 will only apply where the Chargee of any of the Affordable Housing Units exercising its power of sale:-
- 3.8.1 has first served written notice on the Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and
 - 3.8.2 has made every reasonable effort to the reasonable satisfaction of the Council as certified in writing by the Council's Head of Development Management or such other officer as the Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of 3 months from receipt of notification pursuant to paragraph 3.8.1 above to dispose of the relevant Affordable Housing Unit(s) subject to any leases and tenancies then subsisting and to the terms of this Deed to a Registered Provider or the Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the relevant Affordable Housing Unit(s) at a price which is less than the lesser of the open market value of the relevant Affordable Housing Unit(s) subject to the restrictions contained within this Deed or all sums due under the terms of the Chargee's mortgage or charge together with costs and interest AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the Council of the notice in paragraph 3.8.1 above and provided the steps in this paragraph have been completed and no transfer of the relevant Affordable Housing Unit(s) to either the Council or a Registered Provider has completed within the said period of 3 months then upon expiry of the said 3 months the Chargee shall be able to sell the relevant Affordable Housing Unit(s) from the restrictions in paragraph 2.2 with the effect that they shall cease to bind the relevant Affordable Housing Unit(s).
- 3.9 The provisions of paragraph 2.2 will not be binding on any purchaser (or on any seller to any purchaser) pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire, or any tenant of Shared Ownership Housing who has staircased up to 100% or any successor in title thereto.

FOURTH SCHEDULE

Public Open Spaces and infrastructure

The Owner Covenants with the Council as follows:

- 1 The Owner shall:
 - 1.1 Submit a Public Open Space Scheme and Ecological Management Plan for each Phase for the approval of the Council for all of the Public Open Space Areas within that Phase (which shall where any Public Open Space Area includes a Play Area incorporate a Play Area Scheme) and obtain any Requisite Consents prior to the Commencement of Development on each Phase and shall not Commence Development or cause allow or procure the Commencement of Development on any Phase unless and until the Public Open Space Scheme in respect of that Phase has been approved by the Council in writing and any Requisite Consents have been obtained.
 - 1.2 Unless otherwise agreed by the Council not Occupy more than 50% of the Dwellings within any Phase until the laying out and planting of each Public Open Space Area in that Phase in accordance with the approved Public Open Space Scheme for that Phase has been Practically Completed.
 - 1.3 Unless otherwise agreed in writing with the Council, give the Council not less than one month's prior notice of the intention of the Owners' landscape architect to issue a Certificate of Practical Completion in respect of each Public Open Space Area and to extend to the Council a written invitation to make an inspection of each Public Open Space Area jointly with the Owners' landscape architect and any other party nominated by the Council and to make observations and written representations thereon.
 - 1.4 Maintain thereafter each Public Open Space Area in accordance with the Maintenance Specification approved by the Council for the Maintenance Period to the reasonable satisfaction of the Council and make good any defects and replace all dead species as may reasonably be required by the Council until such time as the Public Open Space Area is transferred to the Council or the Management Company.
 - 1.5 With effect from the issue of the Certificate of Practical Completion for each Public Open Space Area:
 - (a) not use cause or allow that Public Open Space Area to be used other than as for its intended purpose and in accordance with the approved Public Open Space Scheme; and
 - (b) procure that members of the public generally have full and free access to that Public Open Space Area subject to the Owners being entitled to restrict access in order to carry out such maintenance and repair as may be necessary in accordance with the Public Open Space Scheme or with the consent of the Council.
 - 1.6 Observe and perform the obligations in relation to the transfer of each Public Open Space Area contained in Schedule 6 or paragraph 2.1 of this Schedule as relevant.
 - 1.7 Maintain any Associated Infrastructure in accordance with the Maintenance Specification to the reasonable satisfaction of the Council.

2. Where the Owner and the Council have agreed that the Public Open Space Areas and/or Play Area shall be transferred to a Management Company pursuant to Schedule 6 the Owner shall:
 - 2.1 Not Occupy 75% of the Dwellings on the Development unless and until:
 - 2.1.1 the details of the Management and Maintenance Proposals have been approved in writing by the Council; and
 - 2.1.2 the Management Company has been incorporated in accordance with those approved details.
 - 2.2 Not transfer the freehold of (or grant a leasehold interest in) a Dwelling unless and until:
 - 2.2.1 there shall be included in the transfer deed of the freehold or leasehold interest relating to that Dwelling a requirement that the transferee or grantee (as the case may be) shall pay an annual service charge to the Management Company;
 - 2.2.2 the Owner has procured that the annual service charge is set (and thereafter maintained) at a level that allows the Management Company to carry out its duties but does not result in a disproportionate profit for the Management Company; and
 - 2.2.3 the Owner has applied to the Land Registry to enter a restriction on the title of each Dwelling transferred requiring that on any subsequent transfer of the Dwelling a deed of covenant is given to the Management Company by the new owner of the relevant Dwelling to pay the sums due under the service charge and requiring the restriction to be retained on the title of the Dwelling.
 - 2.3 Not allow the Occupation of any of the Dwellings unless and until all of the requirements detailed in paragraph 2.2.1 -2.2.3 if applicable have been fulfilled in respect of that Dwelling.
3. The Management Company shall from the date on which any Open Space Area and or Play Area is transferred to it manage and maintain the same in accordance with the approved Management and Maintenance Proposals.
4. If at any time there is a breach of the duty of the Management Company to fulfil its obligations pursuant to this Deed then the Council may without prejudice to its enforcement powers contained within the Act issue a notice to the Management Company specifying such a breach and requiring such breach to be remedied in a reasonable period of time.
5. In the event that the Management Company fails to remedy a breach in accordance with a notice (such notice to be in accordance with the provisions of clause 9) issued pursuant to paragraph 4 above then the Council shall be entitled to:
 - 5.1 do all such things as are necessary to remedy the breach as set out in such a notice;
 - 5.2 enter onto such parts of the Site as may be necessary to remedy the breach as set out in such notice; and
 - 5.3 recover the reasonable costs it has incurred in remedying such a breach from the Management Company (as the Owner's successor in title), including payment of any Replacement Allowance.
6. The Owner hereby grants to the Developers and the Council, and all those authorised by them in perpetuity all necessary rights to carry out and thereafter maintain any works to provide such public footpath connections (if any) as may be required by the Council to be provided in

connection with the grant of reserved matters approval for the Development and/or as part of the Public Open Space Scheme for each Phase.

7. The Owner hereby grants to the Developers and the Council and all those authorised by them all necessary rights to carry out use and maintain any works on any part of the Site which forms part of a Public Open Space Scheme or any works in respect of the Adoptable SUDs, including the provision of an outfall thereon.
8. The Owner hereby covenants with the Developer and the Council to permit the public to pass and repass over the land upon which public footpath connections (if any) have been constructed pursuant to paragraph 6 above.
9. The Owner covenants with the Developer and the Council to enter into such further agreements or documents as may be required (if any) to ensure the use of the public footpath connections referred to in paragraph 6 of this Schedule by the public and the use and adoption of Adoptable SUDs on the Site.

FIFTH SCHEDULE

Play Areas

The Owner Covenants with the Council as follows:

- 1.1 to submit a Play Area Scheme for the approval of the Council for the Play Area prior to Commencement of Development and shall not Commence or cause allow or procure the Commencement of Development unless and until the Play Area Scheme has been approved by the Council in writing;
- 1.2 unless otherwise agreed by the Council not to Occupy more than 50% of the Dwellings until the Play Area has been provided in accordance with the approved Play Area Scheme and unless otherwise agreed in writing give the Borough Council not less than one month's prior notice of the projected completion date of the Play Area;
- 1.3 with effect from the issue of the ROSPA Certificate
 - (a) not to use cause or allow that Play Area to be used other than as for its intended purpose and in accordance with the approved Play Area Scheme; and
 - (b) procure that members of the public generally have full and free access to that Play Area;
- 1.4 observe and perform the obligations in relation to the Play Area contained in Schedule 6;
- 1.5 ensure that no Dwelling within 50 metres of the Play Area shall be Occupied unless and until a sign has been erected, in accordance with details to be agreed with the Council, to identify the location of the Play Area and inform new residents when it is to be constructed and the sign shall be permanently maintained until the Play Area is Practically Completed; and
- 1.6 ensure that any marketing information containing a plan of the Site shall identify the Play Area stating that it is to be an equipped children's play area.
2. In the event that the Play Area Scheme fails to identify sufficient play space in accordance with the Council's Open Space Requirements, the Owner will pay to the Council prior to Occupation of 75% of the Dwellings the Play Area Contribution.

SIXTH SCHEDULE

Transfer and/or Private Maintenance

1. The Owner agrees that they shall as soon as reasonably practicable and prior to the Public Open Space Area Scheme in respect of each Phase being approved pursuant to Schedule 4 inform the Council whether it intends to transfer the Public Open Space Areas in each Phase and the Play Area to the Council or the Management Company.
2. Transfer of the Public Open Space Areas and the Play Area to the Council will be at the Council's election PROVIDED THAT in the eventuality that the Council determines that transfer should not be to the Council, the Owner will transfer to the Management Company.
3. In the event the Public Open Space Areas in any Phase and/or the Play Area are to be transferred to the Council, the Owner agrees and covenants with the Council as follows:
 - 3.1 Subject to any defects being made good as reasonably required by the Council in accordance with paragraph 1.3 of Schedule 4, upon the expiry of the Maintenance Period for each Public Open Space Area to transfer each such Public Open Space Area to the Council for a consideration of £1 (one pound) and on completion of the transfer of any such Public Open Space Area the Owner shall pay the Maintenance Contribution to the Council;
 - 3.2 Upon the issue of a ROSPA Certificate for the Play Area, to transfer the Play Area to the Council for a consideration of £1 (one pound) and on completion of the transfer of the Play Area the Owners shall pay the Maintenance Contribution for the Play Area and provide for the benefit of the Council reasonable and appropriate warranties to the Council from the contractor and from the designer of the Play Area;
 - 3.3 The agreements to transfer any Public Open Space Area and/or the Play Area to the Council shall be subject to the Law Society's Standard Conditions of Sale (Fifth Edition) so far as they are applicable to a sale by private agreement and are not varied by or inconsistent with the express terms of this Deed and each area of land shall be transferred subject to:
 - 3.3.1 all matters registerable or capable of registration as local land charges (whether before or after the date hereof);
 - 3.3.2 all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof);
 - 3.3.3 all rights easements created easements or privileges in the nature of light air drainage way passage and the light use all enjoyed by or over the land to be transferred; and
 - 3.3.4 rights of access being retained where necessary for the purposes of maintaining and repairing any drainage features that will be maintained by the Management Company PROVIDED THAT such rights of access shall be retained on the basis that any damage caused to the Public Open Space Area during the exercise of those rights shall be made good as soon as reasonably practicable after such maintenance and/or repair have been completed.

4. Each transfer of each Public Open Space Area or the Play Area to the Council shall:
 - 4.1 be in such form as may otherwise be necessary to meet the requirements of the Land Registry from time to time agreed between the Owners and the Council;
 - 4.2 be made with full title guarantee; and
 - 4.3 transfer to the transferee the fee simple estate in the land thereby transferred with vacant possession unencumbered save as disclosed prior to the date of this Deed.
5. Subject to paragraph 7 of this Schedule the transfer of each Public Open Space Area and/or the Play Area to the Council may at the option of the Owners be by separate or by a single transfer as may be agreed between the Owner and the Council and it is hereby agreed that each transfer shall not be dependent on any other transfer PROVIDED THAT where a Public Open Space Area is to be transferred to the Council and that Public Open Space Area is adjacent to any other part of the Development where there are any ongoing works, the Owner shall provide details of proposed security fencing or equivalent measures to the Council for its approval and such fencing or equivalent measures shall be erected in accordance with the approved details to the reasonable satisfaction of the Council prior to the transfer of the relevant Public Open Space Area.
6. A transfer of any of the Public Open Space Areas and/or the Play Area will be subject to the entries on the title in respect of the Site prior to the date thereof save the Council or its nominee shall be permitted to raise requisitions in relation to matters arising after the date of this Deed.
7. The Owner shall insure and keep insured the completed Public Open Space Area and the Play Area against loss or damage by such risks as the Owners may in their absolute discretion determine (the "Insured Risks") to the full reinstatement value thereof (including fees and VAT) until the transfer of the relevant Public Open Space Area or Play Area has completed, and if any part thereof is damaged by any of the Insured Risks the Owner shall subject to obtaining all necessary permissions consents and approvals forthwith apply the insurance monies received (making up any shortfall out of its own monies) in reinstating the Public Open Space Area or Play Area or the parts so damaged or destroyed as soon as is reasonably practicable.
8. The Owner shall be entitled at any time prior to Occupation of 100% of the Dwellings to elect not to dedicate and then transfer all of the Public Open Space Areas and the Play Area to the Council and to transfer all of the Public Open Space Areas and the Play Area to the Management Company instead in which case the provisions of Schedule 4 shall apply. For the avoidance of doubt, the Owner shall not be entitled to make a different election in respect of different Public Open Space Areas, so that all such areas shall be maintained by the same legal person.
9. Following completion of any Associated Infrastructure the Owners shall transfer such Associated Infrastructure to the Management Company.
10. A Public Open Space Area to be transferred to the Council shall not include any Associated Infrastructure unless otherwise agreed in writing by the Council.
11. In the event the Public Open Space Area and/or the Play Area is transferred to the Council, the Council hereby covenants with the Owner for itself and its successors in title and function as follows:
 - 11.1 not to use the Public Open Space Area or the Play Area for any purpose other than public recreation or children's play space;

- 11.2 to be responsible for the maintenance and management of the Play Area and to maintain appropriate insurances in respect thereof with effect from the issue of a ROSPA Certificate in respect of the Play Area;
- 11.3 to be responsible for the maintenance and management of the Play Area and to maintain appropriate insurances in respect thereof (unless the Owners have elected to transfer the Play Area to the Management Company pursuant to paragraph 6 of this Schedule 6); and
- 11.4 to accept the transfer of any Public Open Space Area and/or the Play Area which the Owner is required (subject to the right to elect otherwise in paragraph 6 of this Schedule 6) to transfer to the Council under this Deed on the terms and conditions set out in this Deed and thereafter to be responsible for the maintenance and management thereof including any Adoptable SUDs.

SEVENTH SCHEDULE

Off-site mitigation measure for nesting birds

The Owner covenants with the Council as follows:

1. Off Site Mitigation Provision for Nesting Birds

- 1.1 Prior to the Commencement of the Development the Owner will provide to the Council for agreement and approval a Nesting Birds Management Plan setting out the Owner's proposals in relation to the provision of off-site mitigation measures for nesting birds in order to mitigate the adverse impact of the Development PROVIDED THAT in the absence of the Owner delivering the off-site mitigation measures provided for within the Nesting Birds Management Plan, the Owner will pay to the Council the Off-Site Mitigation Nesting Bird Commuted Sum.
- 1.2 The Nesting Birds Management Plan referred at paragraph 1.1 is to be supported by the Ecological Management Plan.
- 1.3 Prior to Occupation of the first Dwelling the Owner is to provide to the Council evidence that the agreed off-site mitigation measures have been implemented in accordance with the management plan or that the Off-Site Nesting Bird Mitigation Commuted Sum has been paid to the Council.

EIGHTH SCHEDULE

Covenants with the County Council

1. Highways Works

- 1.1 Prior to the Commencement of the Development the Owner shall undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.
- 1.2 The Owner shall not Commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.
- 1.3 Prior to first Occupation of any of the Dwellings the Owner shall:
- a) Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") obtain All Requisite Highway Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council; and
 - b) After All Requisite Highway Consents have been obtained carry out in full the Approved Highway Works Scheme and complete the Off-Site Highway Works to the satisfaction of the County Council

and the Owner shall not without the consent of the County Council allow First Occupation of any of the Dwellings until such Highway Works have been completed to the satisfaction of the County Council in accordance with the Highway Works Scheme.

2. Travel Plan

- 2.1 The Owner covenants:
- 2.1.1 not to Commence Development unless the Travel Plan Auditing Fee has been paid to the County Council in respect of the costs to the County Council in monitoring the Travel Plan;
 - 2.1.2 not to Commence Development unless a Travel Plan Co-ordinator has been appointed, and the Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed; and
 - 2.1.3 not to Occupy or permit the Occupation of any Dwelling unless the requirements and timetable of the Travel Plan have been implemented and complied with.
- 2.2 If within 5 years of Occupation of any Residential Unit, any of the requirements of the Travel Plan are not complied with, in any material respect, the County Council shall notify the Owner of such failure and allow the Owner a reasonable time period in all the circumstances to remedy the failure. If the Owner does not remedy the failure within the reasonable time period, the County Council may:
- (a) carry out such works or take such other steps as the County Council reasonably determines to remedy the failure to comply with the requirements of the Travel Plan; and

- (b) implement such alternative measures which the County Council reasonably determines to achieve the aims of the Travel Plan.

2.3 The reasonable cost of any works carried out or steps taken shall be payable by the Owner to the County Council on demand.

3. Highways Contribution

3.1 The Owner covenants to pay the Highways Contribution to the County Council prior to Occupation of the first Dwelling on the Site.

3.2 The Owner shall not cause or allow Occupation of the first Dwelling on the Site to occur before the Highways Contribution shall have been paid to the County Council.

4. Goring Station Car Park

4.1 The Owner covenants to provide a Public Car Park for Goring Station in accordance with a scheme to be agreed in writing with the Council and which shall contain details for the timing for the delivery of the car park.

4.2 Prior to the first use of the Public Car Park for Goring Station a management plan shall be submitted to and approved in writing setting out details of proposed parking charges and future management including any parking enforcement measures.

NINTH SCHEDULE

The Council and County Council Covenants

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

1 Discharge of obligations

1.1 At the written request of the Owner or the Developer 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

2.1 To use all sums received from the Owner/Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

2.2 To pay to the Owner/Developer such amount of any payment made by the Owner to the Council or County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council or County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council or County Council of such payment together with Interest for the period from the date of payment to the date of refund.

2.3 The Council and County Council shall provide to the Owner/Developer such evidence, as the Owner shall reasonably require, in order to confirm the expenditure of the sums paid by the Owner under this Deed.

2.4 The County Council shall use reasonable endeavours to enter into the Highways Agreement and any Necessary Highway Consents with the Owner/Developer to secure the provision of the Highway Works and their subsequent adoption as publicly maintainable highway within a reasonable time scale.

ANNEX 1

Highways Works

1. Site Access including Station Car park provision as shown on drawing titled Proposed Access Strategy and Numbered 18122-001 Rev C;
2. Improvements to Goring Crossroads as shown drawing titled Proposed Northern Roundabout Mitigation Measures and numbered 18122-002 Rev D;
3. Improvements to Goring Crossroads as shown on drawing titled Proposed Pedestrian and Cycle Enhancements and numbered 18122/006;
4. Improvements to the A259 Roundabout with Goring Way and Aldsworth Avenue as shown on drawing titled Proposed Southern Roundabout Mitigation Measures and numbered 18122-003 Rev B;
5. Improvements to PT infrastructure (Shelter and seating) at Goring Street bus stops;
6. Inclusion of a pedal/cycle link to the north west of the Site as shown on drawing ref 18122/SK11;
7. improvements to A280/A27/Titnore Lane roundabout as shown on i-Transport's drawing number "ITB9105-GA-024 – Proposed Improvement Scheme to A280/A27/Titnore Lane Roundabout;
8. Improvements to the A280/Long Furlong Junction (drawing number to be confirmed in conjunction with National Highways response);
9. Improvements to the surfacing of PROW 2121 and 2121_1



INDICATIVE



Notes

1. Do not scale from this drawing. All dimensions shown are in metres unless noted otherwise.
2. This drawing has been based upon topographical survey information produced by others and Milestone Transport Planning cannot be held responsible for any discrepancies which may arise because of it.

Key

- Footway
- Segregated 2-way Cycleway
- Verge
- Existing vegetation to remain

Ordnance Survey Licence number: 100057360

Drawing Revisions

Rev.	Dwn:	Date:	Details	Chk
-	IP	12/02/2019	First issue	TW
A	ZM	03/07/2020	Revised drawing	TW
B	ZM	16/11/2020	Inclusion of segregated cycleway	TW
C	DC	09/12/2020	Updated Cycleway and Car Park Layout	TW

Client
 Persimmon Homes Ltd
 (Thames Valley)

Project
 Land North West of Goring
 Station, Goring by Sea

Title

Proposed Access Strategy

MILESTONE
 TRANSPORT PLANNING
 7 Wey Court, Mary Road, Guildford, Surrey, GU1 4QU Tel: 01483 397888
 Gateshead IBC, Midgrave Terrace, Gateshead, NE8 1AN Tel: 0191 338 7220
 web: www.milestonetrp.co.uk

Drawing Number:

18122-001

Scale: 1,000 @ A3

Revision:

C



INDICATIVE



Notes
1. Do not scale from this drawing. All dimensions shown are in metres unless noted otherwise.

Ordnance Survey Licence number: 100057360

Drawing Revisions

Rev	Dim	Date	Details	Chk
A	ZM	02/04/2020	First issue	TW
B	ZM	03/07/2020	Revised drawing	TW
C	ZM	10/07/2020	Revised drawing	TW
D	DC	24/06/2021	Revised layout	TW
	BM	29/11/2021	Revised layout	TW

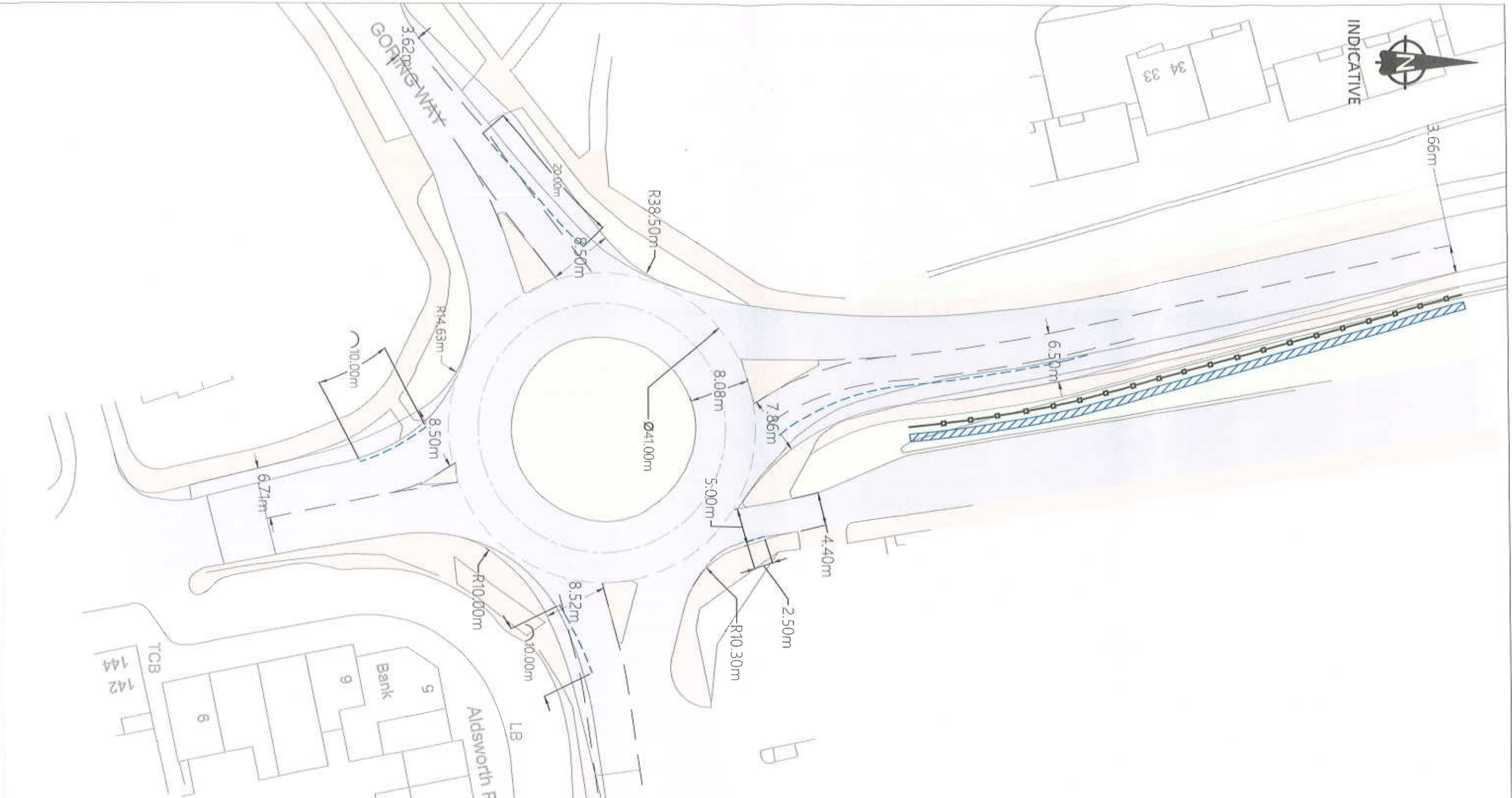
Client
Persimmon Homes Ltd
(Thames Valley)

Project
Land North West of Goring
Station, Goring by Sea

Title
Proposed Northern
Roundabout Mitigation
Measures

MILESTONE
TRANSPORT PLANNING
Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
Tel: 01483 397888
Gateshead IBC, Mulgrave Terrace, Gateshead, NE8 1AN
Tel: 0191 338 7220
web: www.milestonetp.co.uk

Drawing Number:
18122-002
Scale:
1:1000 @ A3
Revision:
D



Notes
 1. Do not scale from this drawing. All dimensions are in metres unless stated otherwise.

- Key
- Proposed Kerb Alignment / Entry radius
 - Effective flare length
 - Length of proposed retaining feature
 - Section of new VRS + Fence

Ordinance Survey Licence number: 100057360

Drawing Revisions

Rev	DN	Date	Details	CHK
-	ZM	02/04/2020	First Issue	TW
A	ZM	03/07/2020	Revised drawing	TW
B	DC	11/12/2020	Revised Layout	TW

Client
 Persimmon Homes Ltd
 (Thames Valley)

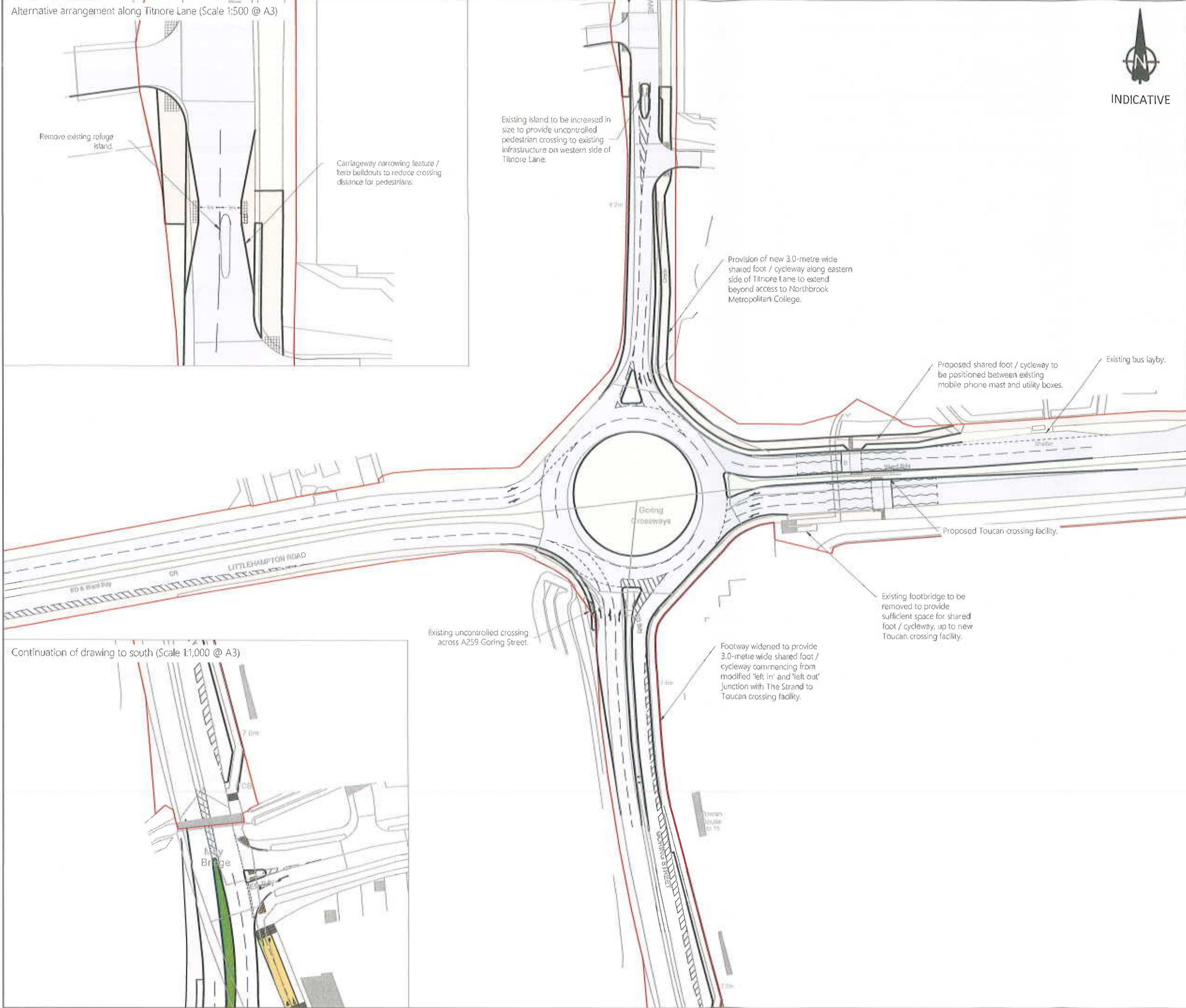
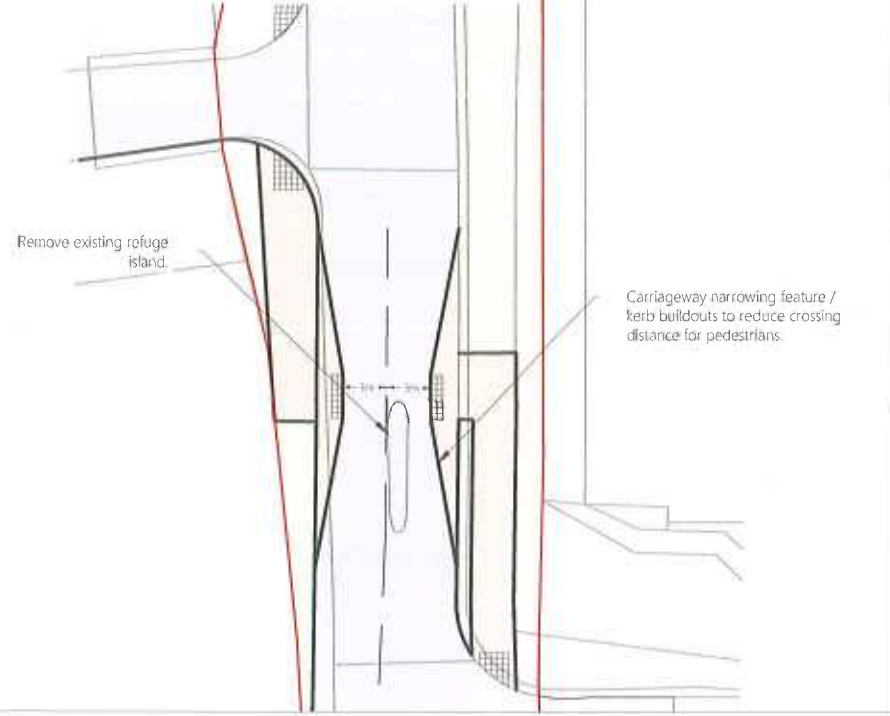
Project
 Land at Chatmore Farm,
 Goring by Sea

Title
 Proposed Southern
 Roundabout Mitigation
 Measures

MILESTONE
 TRANSPORT PLANNING
 7 Wey Court, Mary Road, Guildford, Surrey, GU1 4QU. Tel: 01483 397888
 Gatehead JIC, Mulgrave Terrace, Gateshead, NE8 1AN. Tel: 0191 338 7220
 web: www.milestonetp.co.uk

Drawing Number
 18122-003
 Scale
 1:500 @ A3
 Revisor
 B

Alternative arrangement along Titnore Lane (Scale 1:500 @ A3)



Notes

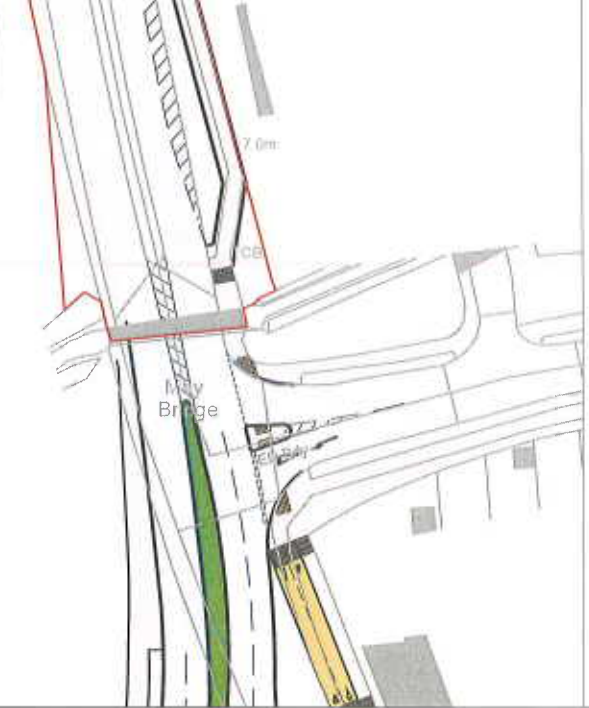
- Do not scale from this drawing. All dimensions shown are in metres unless noted otherwise.

Key

- Carriageway
- Shared Foot / Cycleway
- Verge
- Existing Highway Boundary
- Proposed Pedestrian Guard railing

Ordinance Survey Licence number: 100057360

Continuation of drawing to south (Scale 1:1,000 @ A3)



Drawing Revisions

Rev	Drn	Date	Details	Chk
1	CH	06/04/2021	First issue	TW

Client
Persimmon Homes Ltd
(Thames Valley)

Project
Land North West of Goring
Station, Goring by Sea

Title
Proposed Pedestrian and
Cycle Enhancements

MILESTONE
TRANSPORT PLANNING

Abbey House, 282 Farnborough Rd, Farnborough, Hants GU14 7NA
Tel: 01483 397888
Gateshead IBC, Mulgrave Terrace, Gateshead, NE8 1AN
Tel: 0191 338 7220
web: www.milestonetp.co.uk

Drawing Number 18122/006	Scale 1:1,250 @ A3
------------------------------------	------------------------------



1 Do not scale from this drawing. All dimensions shown are in metres, unless stated otherwise.
 2 This drawing has been based upon topographical survey information produced by others and Milestone Transport Planning cannot be held responsible for any discrepancies which may arise because of it.

- Existing Bridleway (PROW)
- Existing Footpath (PROW)
- Principal Vehicular Route (as per Drawing No. CMP-02 by Thomas Architects)
- Existing Off-Carriageway Shared Pedestrian / Cycle Link
- Existing On-Carriageway Cycle Lane (route recommended for ped/cycles on the main carriageway at a road)
- Proposed Pedestrian / Cycle Link

Drawing Revisions					
No.	Dr.	Date	Description	By	Chk.
1	CM	04/03/2020	Final	AW	TW

Persimmon Homes Ltd
(Thames Valley)

Land North West of Goring
Station, Goring by Sea

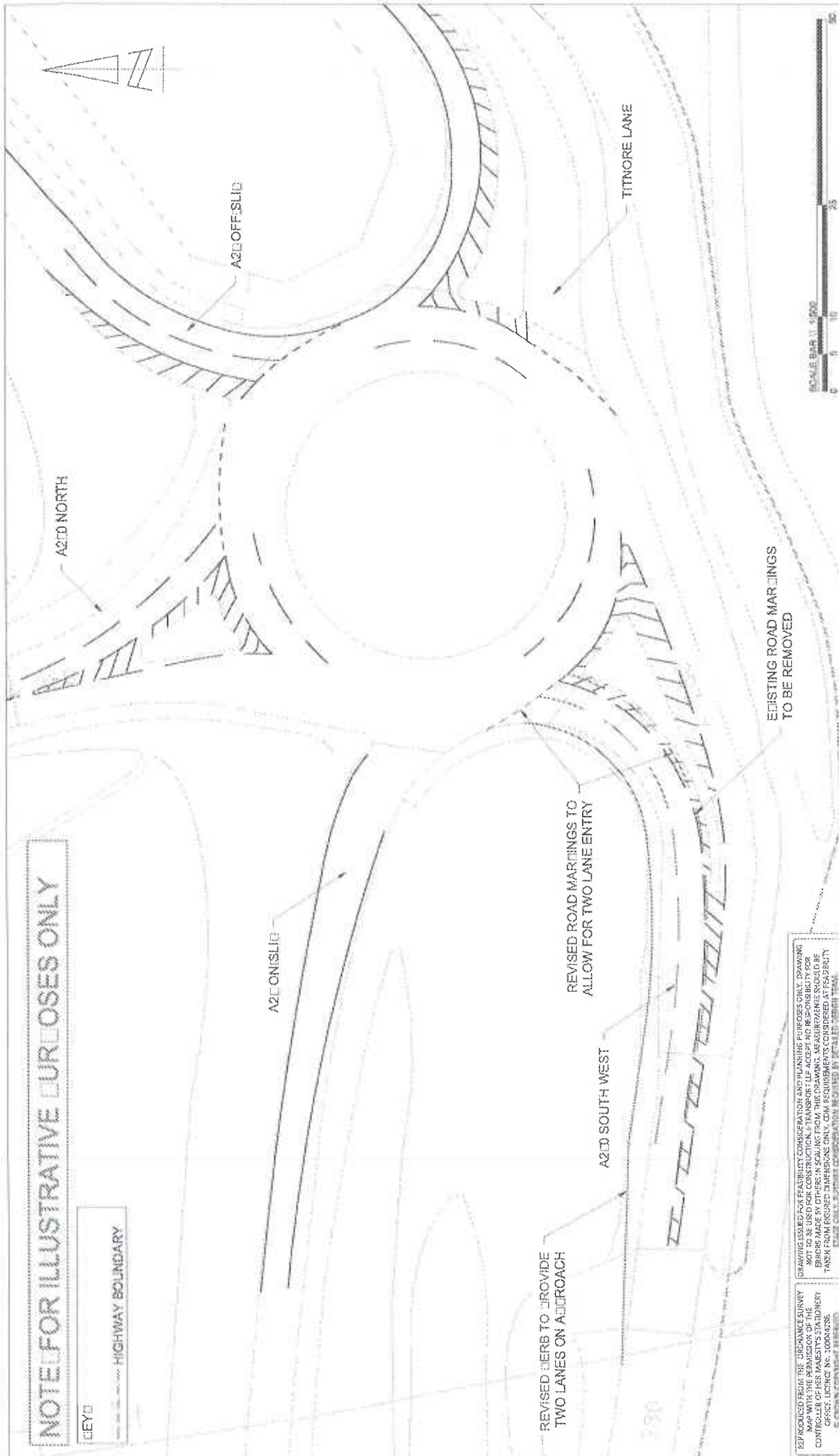
Proposed Pedestrian / Cycle
Link

MILESTONE
TRANSPORT PLANNING
Adey House, 262 Fareborough Rd, Fareborough, Hants GU14 7NA
Tel: 01483 397388
Gateshead 10C, Mulgrave Terrace, Gateshead, NE8 7AN
Tel: 0191 338 2122
www.milestoneplanning.co.uk

18122 / SK11 1:1,250 @ A1
A

NOTE FOR ILLUSTRATIVE PURPOSES ONLY

KEY
 --- HIGHWAY BOUNDARY



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Greve House, Lutvans Close, Chineham
 Basingstoke, Hampshire, RG24 8AG
 Tel: 01256 336620
 Fax: 01256 336644
 www.i-transport.co.uk

PROPOSED IMPROVEMENT SCHEME TO A210 / A27 / TITMORE LANE ROUNDABOUT

REV	DATE	BY	DESCRIPTION	TW	TW
A	04/11/16	MC	MINOR AMENDMENTS	TW	TW

SCALE:	1:500	DATE:	TW	TW
FILE REF:	ITB9105-GA-024	DATE:	MC	14.07.16
PROJECT NO:	ITB9105-GA-024	DATE:	MC	14.07.16
PROJECT NO:	ITB9105	DATE:	MC	14.07.16

LAND SOUTH OF WATER LANE, ANGMERING

RYDON HOMES, GLEESON DEVELOPMENTS LTD

FOR INFORMATION

ANNEX 2

Landscape Specification Spreadsheet

LANDSCAPE SPECIFICATION AND COMMUTED SUMS

Northern Sector Public Open Space
Doc Ref: CSA/2566/14 revF

Drawing Ref: CSA/2566/110 revD - Landscape Strategy
CSA/2566/156 revE - Landscape and Facilities Location Plan

Commuted Sum Period 15 years

AREA A									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Hedgerow	None	320	Hedgerows	Maintain existing hedgerows through seasonal cuts; initial maintenance of any new infill transplants	1/yr	£ 0.56	£ 0.69	£ 220.80	£ 3,311.98
Woodland Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	6,295	Woodland Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants Thin woodland planting by 30% in year 10	2/yr 2/yr One-off	£ 0.54	£ 0.67	£ 4,188.67	£ 62,830.12
Thicket Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	591	Thicket Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants	2/yr 2/yr	£ 0.54	£ 0.67	£ 393.57	£ 5,902.85
Tree Planting - Standard stock	Plant native standard trees, 8-10cm girth or smaller;	7	Standard Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 1.60	£ 1.97	£ 13.80	£ 207.00
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger	2	Advanced Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 2.40	£ 2.96	£ 5.91	£ 88.71
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include; - general amenity seed mix; all	343	Amenity Grassland	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 94.57	£ 1,418.52
		8,673	Wildflower meadow area	2 cuts annually (July and October); remove arisings from site	2/yr	£ 0.20	£ 0.25	£ 2,137.19	£ 32,057.78
Post and Wire Fencing	Erect 1.2m high post and wire fencing; public side only	320	Fencing (3yrs post adoption)	Replacement of damaged posts; assume 20% posts require replacement at £30 per post on a spacing of 1.8m per post	As req.	£ 0.20	£ 30.00	£ 71.11	£ 1,066.67
Recreational Footpaths	Install 2m wide hoggin surfaced footpath	193	Paths & Hardsurfaces	Inspect, maintain & repair	12/yr	£ 1.00	£ 1.23	£ 237.80	£ 3,567.04
Street Furniture	Supply and install proprietary street furniture to key locations adjacent to paths	1	Benches	Inspect annually and repair any damage or replace	1/yr	£ 21.00	£ 25.87	£ 25.87	£ 388.12
		1	Litter Bins	Empty twice weekly; inspect annually and repair any damage	104/yr	£ 70.00	£ 86.25	£ 86.25	£ 1,293.74
		1	Dog Waste Bins	Attend bins and empty twice weekly; inspect for damage and replace as required.	104/yr	£ 139.00	£ 171.27	£ 171.27	£ 2,569.00
Ditch Crossing & Gate/Barrier	Install pedestrian crossing point to existing ditch	1	Ditch crossing	Undertake regular inspection of crossing point and undertake any remedial work as required	4/yr			£ 100.00	£ 1,500.00
TOTAL								£ 7,746.77	£ 116,201.55

AREA B									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Trees	Undertake initial assessment of trees and identify any remedial works on the grounds of health and safety. Retain any deadwood within woodland areas.	5	Existing Trees	Undertake regular inspection on health and safety grounds and undertake remedial works as required	1/yr			£ 50.00	£ 750.00
Existing Woodland	None	945	Existing Woodland (Group of Trees)	Undertake regular inspection on health and safety grounds and undertake remedial works as required	1/yr			£ 50.00	£ 750.00
Existing Hedgerow	None	146	Hedgerows	Maintain existing hedgerows through seasonal cuts; initial maintenance of any new	1/yr	£ 0.56	£ 0.69	£ 100.46	£ 1,506.85
Woodland Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	3,806	Woodland Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants Thin woodland planting by 30% in year 10	2/yr 2/yr One-off	£ 0.54	£ 0.67	£ 2,532.50	£ 37,987.44
Thicket Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	597	Thicket Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants	2/yr 2/yr	£ 0.54	£ 0.67	£ 397.49	£ 5,962.34
Tree Planting - Standard stock	Plant native standard trees, 8-10cm girth or smaller;	29	Standard Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 1.60	£ 1.97	£ 57.17	£ 857.57
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger	11	Advanced Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 2.40	£ 2.96	£ 32.53	£ 487.93
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include general amenity seed mix, wildflower seed mix and wet meadow grass mix	7,018	Amenity Grassland	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 1,936.87	£ 29,053.05
		6,443	Wildflower meadow area	2 cuts annually (July and October); remove arisings from site	2/yr	£ 0.20	£ 0.25	£ 1,587.63	£ 23,814.38
Marginal Aquatics	Plant marginal aquatic plants to shelf around pond perimeter	212	Marginal Aquatics	Cut back marginal plants and maintain pond edge; remove arisings from site	1/yr	£ 1.20	£ 1.48	£ 313.75	£ 4,706.27
Balancing Pond	Allowance for lifebuoys, safety signage and general maintenance to ponds.	1	Lifebuoys	Inspect monthly and repair/replace as required	12/yr	£ 160.00	£ 197.14	£ 197.14	£ 2,957.13
		1	Signage	Inspect annually and repair any damage;	1/yr	£ 15.00	£ 18.48	£ 18.48	£ 277.23
		1	General Drainage	Allowance for general maintenance operations to ponds; annual inspections, dredging, administration	As req.			£ 554.46	£ 8,316.90
		3,045	Wet Meadow	2 cuts annually (July and October); remove arisings from site	2/yr	£ 0.30	£ 0.37	£ 1,125.47	£ 16,882.08
	Headwalls	2	General Drainage	Clearance of rubbish	1/yr		£ 50.00	£ 100.00	£ 1,500.00
Post and Wire Fencing	Erect 1.2m high post and wire fencing; public side only	346	Fencing (3yrs post adoption)	Replacement of damaged posts; assume 20% posts require replacement at £30 per post on a spacing of 1.8m per post	As req.	£ 0.20	£ 30.00	£ 76.95	£ 1,154.30
Recreational Footpaths	Install 2m wide hoggin surfaced footpath	453	Paths & Hardsurfaces	Inspect, maintain & repair	12/yr	£ 1.00	£ 1.23	£ 558.28	£ 8,374.22
Street Furniture	Supply and install proprietary street furniture to key locations adjacent to paths	2	Benches	Inspect annually and repair any damage or replace	1/yr	£ 21.00	£ 25.87	£ 51.75	£ 776.25
		2	Litter Bins	Empty twice weekly; inspect annually and repair any damage	104/yr	£ 70.00	£ 86.25	£ 172.50	£ 2,587.49
		1	Dog Waste Bins	Attend bins and empty twice weekly; inspect for damage and replace as required.	104/yr	£ 139.00	£ 171.27	£ 171.27	£ 2,569.00
Ditch Crossing & Gate/Barrier	Install pedestrian crossing point to existing ditch	1	Ditch crossing	Undertake regular inspection of crossing point and undertake any remedial work as required	4/yr			£ 100.00	£ 1,500.00
TOTAL								£ 10,184.69	£ 152,770.41

AREA C									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger		Advanced Stock Sized Trees	Inspect and maintain stakes and ties	2/yr	£ 2.40	£ 2.96	£ 17.74	£ 266.14
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include general amenity seed mix, wildflower seed mix and wet meadow grass mix	704	Amenity Grassland	Maintain 1m weed-free zone to base of all trees	2/yr				
Bitmac Footpaths	Install 2m wide macadam surfaced footpath	69	Paths & Hardsurfaces	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 194.30	£ 2,914.46
Street Furniture	Supply and install proprietary street furniture to key locations adjacent to paths			Inspect, maintain & repair	12/yr	£ 1.44	£ 1.77	£ 122.51	£ 1,837.71
				Inspect annually and repair any damage or replace	1/yr	£ 21.00	£ 25.87	£ 25.87	£ 388.12
				Empty twice weekly; inspect annually and repair any damage	104/yr	£ 70.00	£ 86.25	£ 86.25	£ 1,293.74
				Attend bins and empty twice weekly; inspect for damage and replace as required.	104/yr	£ 139.00	£ 171.27	£ 171.27	£ 2,569.00
				Inspect annually and repair any damage;	1/yr	£ 15.00	£ 18.48	£ 18.48	£ 277.23
TOTAL								£ 636.43	£ 9,546.41

AREA E									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Trees	Undertake initial assessment of trees and identify any remedial works on the grounds of health and safety. Retain any deadwood within woodland areas.	2	Existing Trees	Undertake regular inspection on health and safety grounds and undertake remedial works as required	1/yr			£ 50.00	£ 750.00
				Additional works to be undertaken: 1x dead wood Maple @ £165 1x dead wood tree group including Oak, Sycamore & Elm @ £420 4x fell Elm @ £400					£ 985.00
Woodland Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² , all transplants protected by proprietary tree/shrub guards.	429	Woodland Planting	Maintain shrub shelters and replace if damaged	2/yr	£ 0.54	£ 0.67	£ 285.44	£ 4,281.55
				Maintain 1m weed-free diameter at base of transplants	2/yr				
				Thin woodland planting by 30% in year 10	One-off				
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger	14	Standard Stock Sized Trees	Inspect and maintain stakes and ties	2/yr	£ 1.60	£ 1.97	£ 27.60	£ 414.00
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include general amenity seed mix, wildflower seed mix and wet meadow grass mix	778	Amenity Grassland	Maintain 1m weed-free zone to base of all trees	2/yr				
				Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 214.62	£ 3,219.29
Post and Wire Fencing	Erect 1.2m high post and wire fencing; public side only	82	Fencing (3yrs post adoption)	Replacement of damaged posts; assume 30% posts require replacement at £30 per post on a spacing of 1.8m per post	As req.	£ 0.20	£ 30.00	£ 27.33	£ 410.00
				Inspect equipment and litter pick site on weekly basis	52/yr	£ 1.95	£ 2.40	£ 961.07	£ 14,416.00
				Maintain play equipment; allow min. 8 pieces.	As required	£ 120.00	£ 147.86	£ 1,182.85	£ 17,742.77
				Maintenance of safety surface	As required	£ 1.50	£ 1.85	£ 443.57	£ 6,653.54
				Path maintenance; sweep-up major debris, repair surface imperfections, inspect edgings	12/yr	£ 1.44	£ 1.77	£ 141.94	£ 2,129.13
				Shrubs; keep areas free from weeds and litter pick.	9/yr	£ 1.60	£ 1.97	£ 128.00	£ 1,920.00
				Shrubs; prune shrubs as required to promote good form and apply single dose of slow release fertiliser.	1/yr				
				One-off replacement costs of play equipment; allow 50% initial cost					£ 47,500.00
				Maintenance of benches; inspect quarterly and repair/replace as req.	4/yr	£ 24.00	£ 29.57	£ 59.14	£ 887.14
				Maintenance of cycle stands; inspect quarterly and repair/replace as req.	4/yr	£ 18.00	£ 19.71	£ 98.57	£ 1,478.56
				Empty litter bins twice weekly; inspect quarterly and repair/replace as req.	104/yr	£ 78.00	£ 86.25	£ 86.25	£ 1,293.74
TOTAL								£ 3,706.38	£ 104,080.72

AREA F									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Trees	Undertake initial assessment of trees and identify any remedial works on the grounds of health and safety. Retain any deadwood within woodland areas.	5	Existing Trees	Undertake regular inspection on health and safety grounds and undertake remedial works as required	1/yr			£ 50.00	£ 750.00
				Additional works to be undertaken: 2x dead wood Sycamore @ £216 1x dead wood group of Sycamore @ £530 1x fell 3 Elm @ £432					£ 1,178.00
Existing Hedgerow	None	57	Hedgerows	Maintain existing hedgerows through seasonal cuts; initial maintenance of any new silt transplants	1/yr	£ 0.56	£ 0.69	£ 39.33	£ 589.95
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include general amenity seed mix, wildflower seed mix and wet meadow grass mix	833	Amenity Grassland	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 229.91	£ 3,448.60
TOTAL								£ 319.24	£ 5,966.55

AREA H									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Hedgerow	None	41	Hedgerows	Maintain existing hedgerows through seasonal cuts; initial maintenance of any new infill transplants	1/yr	£ 0.56	£ 0.69	£ 28.29	£ 424.35
Existing Trees	Undertake initial assessment of trees and identify any remedial works on the grounds of health and safety. Retain any deadwood within woodland areas.	4	Existing Trees	Undertake regular inspection on health and safety grounds and undertake remedial works as required Additional works to be undertaken: 1x fell Ash @ £846 1x fell Ash @ £410 2x dead wood Sycamore @ £161 each 2x dead wood Sycamore @ £108 each	1/yr			£ 50.00	£ 750.00
Woodland Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	540	Woodland Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants Thin woodland planting by 30% in year 10	2/yr 2/yr One-off	£ 0.54	£ 0.67	£ 359.42	£ 5,391.26
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger	2	Advanced Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 2.40	£ 2.96	£ 5.91	£ 88.71
Tree Planting - Standard stock	Plant native standard trees, 8-10cm girth or smaller;	9	Standard Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 1.60	£ 1.97	£ 17.74	£ 266.14
Post and Wire Fencing	Erect 1.2m high post and wire fencing; public side only	106	Fencing (3yrs post adoption)	Replacement of damaged posts; assume 20% posts require replacement at £30 per post on a spacing of 1.8m per post	As req.	£ 0.20	£ 0.25	£ 26.12	£ 78.36
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include general amenity seed mix, wildflower seed mix and wet meadow grass mix	1,168	Amenity Grassland	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 322.31	£ 4,834.63
TOTAL								£ 809.79	£ 13,627.46

AREA I									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Existing Trees	Undertake initial assessment of trees and identify any remedial works on the grounds of health and safety. Retain any deadwood within woodland areas.	6	Existing Trees	Undertake regular inspection on health and safety grounds and undertake remedial works as required Additional works to be undertaken: 2x dead wood Holm Oak @ £161 each 2x dead wood Sycamore @ £161 each 1x dead wood Sycamore @ £108 1x crown reduce Sycamore @ £275	1/yr			£ 50.00	£ 750.00
Woodland Planting	Planting of native woodland/thicket transplants on 1.5m grid / 0.44 plants per m ² ; all transplants protected by proprietary tree/shrub guards.	2,031	Woodland Planting	Maintain shrub shelters and replace if damaged Maintain 1m weed-free diameter at base of transplants Thin woodland planting by 30% in year 10	2/yr 2/yr One-off	£ 0.54	£ 0.67	£ 1,351.51	£ 20,272.60
Tree Planting - Advanced stock	Plant extra-heavy standard trees in pre-prepared pits, 14-16cm girth or larger	11	Advanced Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 2.40	£ 2.96	£ 32.53	£ 487.93
Tree Planting - Standard stock	Plant native standard trees, 8-10cm girth or smaller;	5	Standard Stock Sized Trees	Inspect and maintain stakes and ties Maintain 1m weed-free zone to base of all trees	2/yr 2/yr	£ 1.60	£ 1.97	£ 9.86	£ 147.86
Grassland	Break-up ground and prepare fine tilth seed bed in preparation for sowing of grass seed mix to include: - general amenity seed mix; all	898	Amenity Grassland	Cut fortnightly from April to September and as required during the winter months	16/yr	£ 0.22	£ 0.28	£ 247.72	£ 3,715.76
Post and Wire Fencing	Erect 1.2m high post and wire fencing; public side only	118	Wildflower meadow area Fencing (3yrs post adoption)	2 cuts annually (July and October); remove arisings from site Replacement of damaged posts; assume 30% posts require replacement at £30 per post on a spacing of 1.8m per post	2/yr As req.	£ 0.20	£ 0.25	£ 635.18	£ 9,527.64
TOTAL								£ 2,366.09	£ 36,518.38

ALL AREAS									
Specification:	Actions	Area (m ²) / Quantity	Maintenance:	Operations	No. of Visits	Annual Phase 1 Rate 2011 (m2 or lin m / year)	Annual 2019 Rate (m2 or lin m / year)	Estimated Annual Maintenance Cost	Commuted Sum (15 years)
Replacement Trees	Assumed 20% losses in each area. Purchase and plant replacement Heavy Standard trees; container grown specimens	82	Replacement / aftercare	20% number of specimens @ £150 each; over 15 years	1/yr				£ 2,460.00
Replacement Shrubs	Assumed 10% losses in each area. Purchase and plant replacement 3L container grown specimens	6,219	Replacement / aftercare	10% number of specimens @ £5.50 each; over 15 years	1/yr				£ 3,420.45
TOTAL								£ -	£ 5,880.45
TOTALS								£ 25,769.40	£ 444,591.93

Assumptions

- The measurements for the landscape operations have been taken from the Landscape Strategy drawing and as such are not based on detailed landscape proposals
- The red line boundary and POS areas are based on those defined on CSA/2566/155 Landscape and Facilities Plan
- The rates have been calculated by multiplying those agreed in 2011 by the year on year percentages as supplied by the LPA (see LPA Annual Updates tab)
- Replacement shrubs are assumed to be woodland and thicket planting areas, based on 0.44 plants per m²
- All post and wire fencing rates are based on a 3yr multiplier for the commuted sum total

ANNEX 3

Play Area Specification



WORTHING LOCAL PLAN 2020- 2036

**GUIDANCE NOTE
OPEN SPACE, RECREATION
& LEISURE**

SUBMISSION

May 2021



**WORTHING BOROUGH
COUNCIL**

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Worthing Local Plan

Policy DM7: Open Space, Recreation & Leisure

GUIDANCE NOTE

1 Introduction

- 1.1 The purpose of this paper is to provide background justification to the inclusion of the policy on open space, recreation & leisure within the Worthing Local Plan.
- 1.2 The borough's parks, open spaces, sports / recreation facilities and green infrastructure help local communities to lead lifestyles with greater levels of physical activity, resulting in better physical and mental health, reduced stress levels and increased social interaction as well as reducing exposure to noise and air pollution.
- 1.3 Easy, safe and improved equitable access for all to high quality open and natural space is therefore important especially within the context of climate justice. Research has shown that those people that frequently access nature and open spaces are more likely to develop a connection thus resulting in 'nature appreciation'. This then facilitates 'pro-environmental' behaviours whereby people are more likely to behave in an environmentally friendly way.

2 Policy Context

National Guidance

- 2.1 The National Planning Policy Framework (NPPF) recognises the importance of supporting healthy communities as part of the social dimension of sustainable development (see paragraph 8b). Section 8 of the NPPF gives more detailed consideration to the role of open space, sport and recreation provision.
- 2.2 Paragraph 92 a) sets out the need to plan positively for provision and use of community facilities (including sports venues and open space) and to guard against their unnecessary loss. Paragraph 96 highlights the importance that planning policies should be based on robust and up-to-date assessments of the need for open space, sport and recreation facilities (including quantitative or qualitative deficits or surpluses) and opportunities for new provision. Paragraph 97 of the NPPF gives more specific consideration to access to and retention of open space, recreation and sports facilities as well as setting out the framework for the exceptional circumstances when such provisions may be lost.
- 2.3 Paragraph 98 of the NPPF acknowledges that planning policies and decisions should

protect and enhance public rights of way and access, including taking opportunities to provide better facilities for users, for example by adding links to existing rights of way networks

- 2.4 The National Planning Practice Guidance includes a section on open space, sports and recreation facilities. This recognises the variety of forms of open space, from formal sports pitches to country parks. The multiple benefits of open spaces are recognised, including in terms of health, ecology, landscape character and the setting of built development. It is set out that it is for local planning authorities to assess the need for open space and regard should be had to the duty to cooperate where open spaces serve a wider area. In addition, local planning authorities may refer to Sport England guidance on how to assess the need for sports and recreation facilities.

3 Local Evidence & Strategies

Joint Sport, Leisure and Open Space Study

- 3.1 Adur & Worthing Councils commissioned a Joint Sport, Leisure and Open Space Study which comprise of three components:

- Open Space Study (2019)
- Playing Pitch Strategy (2019)
- Indoor / Built Sports Facility Needs Assessment Report (2019)

drawing upon an evidence base comprised of:

- Consultation and engagement with all relevant key stakeholders, agencies and organisations as well as the wider community and general public;
- A detailed audit of all facilities within the scope of the study; and
- Analysis and assessment of the adequacy of current provision as well as identifying specific needs and quantitative or qualitative deficits or surpluses in provision in order to accommodate the demands arising from future growth. The Open Space Study also provides a quantitative assessment of the quality of publicly accessible open spaces in the borough.

- 3.2 In summary, the studies concluded that the extent of the urban area and pressures for development mean that the protection of valued high quality open spaces and sport and recreation facilities is a key priority in Worthing and they should only be developed for alternative uses in exceptional circumstances. Additional key findings for additional need over the Plan period include:

- Indoor swimming pools - 81.64 sqm extra waterspace by 2036 (68.98 sqm by 2028)
- Sport Halls - 2+ courts by 2036 (1+ courts by 2028);
- Adult football – 4 pitches;
- Youth football 11v11 – 4 pitches;
- Youth football 9v9 – 2 pitches;
- Mini football – 3 pitches;

- Cricket – 2 pitches in Adur & Worthing;
- Rugby – 3 pitches in Adur & Worthing;
- 3G FTPs – 2.5 pitches;

There is a deficiency in at least one type of open space in every ward in the borough.

- 3.3 The Built Facilities Study concluded that the need for indoor bowls is largely being met currently, and this is supported by the view of the sport's national governing body. The three existing venues in the study area appear well-placed to meet current needs. If possible, any required additional provision should be made through enlarging investing in the quality of an existing facility.
- 3.4 The evidence of the assessment is that whilst the local authority area does not need additional provision for indoor tennis however, additional demand may be generated from planned development. The LTA representative states that, overall for indoor tennis facilities, the area is fairly-well covered and thus should be kept under review.
- 3.5 As part of the Sport, Leisure and Open Space Study, a consultation survey (See Community & Stakeholder Consultation Report - 2019) exercise was conducted. The results of this consultation and other analyses have helped (amongst other things) to inform the content of the recommended local standards. It has also helped the study to understand local people's appreciation of open space and outdoor recreation facilities, and the wider green infrastructure and the values attached by the community to the various forms of open spaces and facilities. This appreciation will have clear implications for the way in which open space and outdoor recreation facilities are considered as part of the review of the local plan as well as in dealing with planning applications. The survey highlighted that a high proportion of those surveyed used open spaces, in many cases on a regular basis. The Open Space category highlighted by the largest number of households as a high priority for potential improvement/new provision was better footpaths, bridleway and cyclepath provision (46%) followed by woodlands, wildlife areas and nature reserves (43%).
- 3.6 Further detail on the application of the open space quantity and access standards is enclosed within Appendix 1.

Local Activity Strategy

- 3.7 Adur & Worthing Councils are currently preparing a Physical Activity Strategy which seeks to raise levels of physical activity across all areas of the community. Many of the themes / recommendations therein are also linked to the Sport, Leisure and Open Space Study.

Joint Green Infrastructure Strategy

- 3.8 The Councils are preparing a joint Green Infrastructure Strategy which will identify strategic green infrastructure corridors (i.e. the coast, River Adur), major green infrastructure projects (Brooklands Park, intertidal habitat creation, kelp habitat creation), local green infrastructure projects (pocket parks, estate greening) and a Green Space Factor.

4 Worthing Local Plan - Policy DM7: Open Space, Recreation and Leisure

- 4.1 In considering the approach to open space, sport and recreation within the Worthing Local Plan, the requirements of the NPPF provide a key consideration. The recommendations contained within the Joint Sport, Leisure and Open Space Study informed the policy approach as set out within Policy DM7: Open Space, Recreation and Leisure.
- 4.2 The policy sets out that the starting point for schemes of 10+ dwellings will be to provide open space on site in accordance with the Council's adopted standards. Where it is not possible to provide open space on site, contributions will be sought to provide or improve open space off-site within the ward or nearby ward to which the development is located.
- 4.3 It was considered appropriate to clarify the circumstances when the loss of open space, sport and recreation facilities may be considered acceptable. Regard was given to paragraph 97 of the NPPF in identifying such circumstances.
- 4.4 Taking account of national guidance and the local situation, a single policy is proposed in relation to the provision and retention of open space, sport and recreation facilities. The proposed policy wording is set out below.

Policy DM7: Open Space, Recreation and Leisure

- a) Schemes of 10+ dwellings will be required to provide open space on site in accordance with the Council's adopted standards. Where it is not possible to provide open space on site, contributions will be sought to provide or improve open space off-site within the ward or nearby ward to which the development is located.
- b) Proposals incorporating leisure/recreation facilities should use the findings of the Sport, Leisure and Open Space Study to inform the types required.
- c) The loss of existing open space, or sports and recreation buildings/ facilities will be refused unless:
- i) the development is for alternative sports and recreational provision, the need for which clearly outweighs the loss; or

ii) an assessment has been undertaken which clearly shows the open space, buildings or land to be surplus to requirements and not required to meet any other shortfalls in open space types; or

iii) the loss resulting from the proposed development would be replaced by equivalent or improved provision in terms of quantity and quality in a suitable location. For open space, there should be a net gain in provision.

- d) Proposals for built sports facilities and formal sports provision will be supported where they are in accordance with policies in this plan. e) Sites which have significant nature conservation, historical or cultural value (such as Registered Town and Village Greens) should be afforded protection, even if there is an identified surplus in quality, quantity or accessibility in that local area.

Appendix 1: Briefing Note on the application of open space quantity and access standards.

Open Space

The Open Space Study sets minimum provision standards for different open space typologies in Adur and Worthing. In terms of quantity and access, the local standards are as follows (all quantities are hectares per 1000 population):

Summary of open space quantity and access standards (see table 6.6 - p.64)

Typology	Quantity standards for existing provision and new provision (ha/1000 population)	Access standard
Allotments	0.20	720 metres or 15 minutes' walk-time
Amenity Green Space (sites >0.15 ha)	0.60	480 metres or 10 minutes' walk-time
Park and Recreation Grounds (public and private combined)	0.80	720 metres or 15 minutes' walk-time
Play Space (Children)	0.06	480 metres or 10 minutes' walk-time
Play Space (Youth)	0.06	720 metres or 15 minutes' walk-time
Accessible Natural Green Space	1.0 (for new provision only)	960 metres or 20 minutes' walk-time and ANGst Standards for accessible natural green space above 20ha
Total for new provision	2.72 ha / 1000	

It should be noted that a key issue for the area is limited land available for new development, given the South Downs National Park to the north, and the English Channel to the south. Therefore, it will be a challenge to achieve these standards everywhere, and the enhancement of existing facilities (including improving access to facilities) will be key to meeting unmet demand.

Current supply against the standards

The tables below show the existing supply of open space for each typology at the Study Area, Local Authority, and Ward levels. The supply is calculated using the population figures (ONS mid-year 2017 estimates) for each of the geographies and the quantity of open space compared to what the requirements for open space are against the recommended standards. Positive figures show where the Study Area/Local Authority Area/Wards meet the quantity standard for the open space typology, and negative figures (red text) show where there is a shortfall in supply against the quantity standard.

Although these figures highlight where there are shortfalls in supply against the quantity standards and therefore where new provision should be sought, new provision may not be achievable (unless, for example, through new development). These figures can help inform decisions about the form of new open spaces and improvements to existing open spaces, rather than it being imperative that every Ward must achieve a '+' number.

Table 7.1 Open space supply at the study area level (Adur District and Worthing Borough) against the quantity standards (see page 66)

Typology	Existing (ha)	Existing (ha / 1000)	Required Provision (ha)	Standard / Required Provision (ha / 1000)	Supply (ha)	Supply (ha / 1000)
Allotments	31.21	0.18	34.67	0.2	-3.46	-0.02
Amenity Greenspace (>0.15ha)	88.22	0.51	104.01	0.6	-15.79	-0.09
Parks & Recreation Ground	138.99	0.8	138.68	0.8	0.31	0.00
Play (Child)	5.36	0.03	10.4	0.06	-5.04	-0.03
Play (Youth)	1.13	0.01	10.4	0.06	-9.27	-0.05

Table 7.2 b) Open space supply at the Worthing Borough level against the quantity standards (see page 67)

Typology	Existing (ha)	Existing (ha / 1000)	Required Provision (ha)	Standard / Required Provision (ha / 1000)	Supply (ha)	Supply (ha / 1000)
Allotments	15.89	0.14	21.93	0.2	-6.04	-0.06
Amenity Greenspace (>0.15ha)	43.95	0.4	65.78	0.6	-21.83	-0.20
Parks & Recreation Ground	90.05	0.82	87.71	0.8	2.34	0.02
Play (Child)	2.91	0.03	6.58	0.06	-3.67	-0.03
Play (Youth)	0.51	0	6.58	0.06	-6.07	-0.06

Table 7.3 Open space supply (ha) at Ward level against the quantity standards (see page 68)

Ward	Allotments	Amenity Greenspace	Parks & Recreation Grounds	Play (Child)	Play (Youth)
Worthing	-6.04	-21.83	2.34	-3.67	-6.07
Broadwater	-1.26	-5.34	-6.25	-0.35	-0.54
Castle	-1.57	-2.44	-1.11	-0.29	-0.51
Central	-2.18	-5.33	4.05	-0.25	-0.52
Durrington	-1.16	-3.1	-0.54	-0.16	-0.31
Gaisford	-1.96	-5.88	-3.36	-0.47	-0.59
Goring	-1.62	11.34	1.02	-0.44	-0.49
Heene	-1.67	-4.76	-6.69	-0.5	-0.5
Marine	-1.29	-3.91	-4.3	-0.3	-0.48
Northbrook	1.38	15.26	8.74	0.6	-0.21
Offington	-1.26	-2.73	7.01	-0.44	-0.47
Salvington	-1.79	-5.03	2.18	-0.35	-0.48
Selden	3.49	-4.7	6.99	-0.37	-0.51

Tarring	4.86	-5.22	-5.4	-0.36	-0.47
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Table 7.3 shows that open space provision varies across Wards and typologies, with some meeting the standards and some falling below e.g. for youth play space there are shortfalls in provision in every Ward within the Study Area. This will be an important consideration when determining the need for on-site open space as part of new development.

It is important that the supply figures are not considered in isolation, as the access and quality results are equally important (see example in Table 8.1, Section 8.4). Just because a typology is in sufficient supply, this does not mean it is 'surplus' to requirements, as the access and quantity standards also need to be considered alongside the quantity requirements. There may also be other factors such as a sites nature conservation, historic or cultural value, or its contribution to the Green Infrastructure network which mean it should be protected (see Section 8.2 of this report).

Future need for open space

The figures for open space requirements are for indicative purposes - the calculations are based on all open space being provided on site (which will not be the reality in some cases, as consideration of the individual development size and proximity to existing open spaces needs to be taken into account.

Table 7.4 Open space requirements resulting from housing allocations (see page 69)

	A	B	C	D
	Assumed Household Size	Housing Numbers (2018-2036)	Predicted Population Increase (A*B)	Open space requirements against quantity standards (C* quantity standards –See Table 6.6)
Adur District	2.27	3,130	7,105	Allotments: 1.42 ha Amenity Greenspace: 4.26 ha Parks & Recreation: 5.68 ha Play (Child): 0.43 ha Play (Youth): 0.43 ha Accessible Natural Greenspace: 7.10 ha
Worthing Borough	2.17	3,764	8,168	Allotments: 1.63 ha Amenity Greenspace: 4.90 ha Parks & Recreation: 6.53 ha

				Play (Child): 0.49 ha Play (Youth): 0.49 ha Accessible Natural Greenspace: 8.17 ha
Overall Study Area			15,273	Allotments: 3.05 ha Amenity Greenspace: 9.16 ha Parks & Recreation: 12.22 ha Play (Child): 0.92 ha Play (Youth): 0.92 ha Accessible Natural Greenspace: 15.27 ha

Application of access standards

Section 7.3 (see pages 70-79) provides an overview of access to different types of open space typologies across the Study Area, using the access standards summarised in Table 6.6. The maps are intended to provide an overview and are for illustrative purposes only. More detailed maps by Ward are provided for each typology within Appendix 2 (see example at Figure 7.1).

The maps show the walk-time buffers for each open space typology and are created using QGIS and the OSM Tools plugin which relies on the openstreetmap paths and street network to accurately map realistic potential walking routes. The buffers are based on a walk-time of 5 kilometres/3.1 miles an hour..

Table 2.1 (section 2.4 of the OS report) shows how walk-time relates to straight-line distances and pedestrian route distances. The straight-line walking distances do not take into account roads or barriers to access and so the actual route walked (the pedestrian route) is generally further i.e. straight-line distances are around 60% of actual distances. The more basic straight-line buffer access analysis approach has been used for the ANGSt standards, as this approach is more appropriate for larger sites.

The access maps also show Census 2011 Output Areas (OAs), which are data points (shown in red) on the maps below. Each OA centroid is the lowest level of geography from the census which contains roughly 129 households. Using this point dataset helps to clearly show where the key gaps in access are (i.e. in the populated parts of the study area) when analysing large scale maps.

This section also shows the public rights of way network, which forms an important part of access to open space and the wider countryside.

Table 7.5 Summary of access issues for allotments, amenity green space, parks and recreation grounds, play space (children and youth) (see page 74 & 75)

Typology	Key Access Issues
Allotments	There are significant gaps across several built-up areas of many Wards, including – Goring, Salvington, High Salvington, Offington, Central, East Worthing and Selden.
Amenity Green Space	There are significant gaps in access in a large part of Worthing including: Marine, Heene, Gaisford, Broadwater, Selden, Central, Salvington and Offington.
Parks & Recreation Grounds	There are few gaps across any built-up areas of wards.
Play Space (Children)	There are significant gaps across several built-up areas of wards, including Central, Heene, Goring, Offington (notably Findon Valley area).
Play Space (Youth)	There are significant gaps across several built-up areas of wards, including Goring, Marine, Heene and Selden.

Table 7.6 Summary of access issues for accessible natural green space (see page 79)

Standard	Key Access Issues
Access to accessible natural green space – 960m buffer	There are significant gaps across several built-up areas of wards, including Marine, Heene, Central, Selden, Tarring, Gaisford and Broadwater.
At least one accessible 2 hectare site, no more than 300 metres (5 minutes) walk from home	When applying this access standard, it can be seen that there are significant gaps in access across the vast majority of the Study Area. Therefore it is considered that this standard is not very realistic or achievable within the Study Area, and the locally derived 960m buffer is more appropriate in identifying in where the key access gaps are.
At least one accessible 20 hectare site within two kilometres from home	There are significant gaps across several built-up areas of wards, including Marine, Heene, Central, Selden, Tarring, Gaisford and Broadwater.

One accessible 100 hectare site within five kilometres from home	Good access across Worthing.
One accessible 500 hectare site within ten kilometres from home	There are no 500 hectare sites mapped within the Study Area.
A minimum of one hectare of statutory Local Nature Reserves per thousand population	There are 4 (totalling 77.82 ha in size) Local Nature Reserves within the Study Area, all of which are located in Adur. At the Study Area level, this equates to 0.45ha per 1000 population of nature reserves which falls below the ANGSt standard of 1ha/1000.
Access via the PROW network	The PROW network provides access between open spaces and provides an important element of access to / within the countryside. The coastline and South Downs National Park also provides an important recreational resource (for residents but also attracting tourists from a wide area).

Quality of open space – audit findings

The quality audit was undertaken at 224 open spaces (including 86 children's and youth play spaces) across the Study Area. The details of the quality audits are contained within the GIS database provided to the local authorities. For each of the Wards within the Study Area, a map showing the results of the quality audit has been produced, showing the sites which scored good, average or poor quality (see Appendix 3).

Table 7.8 below provides an overview of the quality audit results across the Study Area. As can be seen, the majority of open spaces were assessed as being of good quality.

Typology	Quality Audit Grade			
	A (Good)	B (Average)	C (Poor)	Total
Accessible Natural Greenspace	12	4	1	17
Amenity Greenspace	59	15	1	75
Green Corridor	1			1
Park & Recreation Grounds	40	5		45
Play (Child)	45	10		55
Play (Youth)	25	5	1	31
Green Corridor	1			
Total	182	39	3	224

Developer Contributions

New residential development will be required to provide on-site open space in accordance with the standards. The exceptions to this approach will be where the site or development is not of sufficient size in itself to make the appropriate provision feasible, or where it is preferable to seek contributions towards a specific facility in the locality. The potential to make off-site provision will be considered on a case by case basis.

Where a development is unable to provide sufficient on-site provision of open space to mitigate the impact of that development, contributions towards the provision or improvement of offsite open space are set out in the Open Space Study and calculated using the capital cost of provision using the assumption of an average household size of 2.2 persons/household.

A **cost calculator** has been provided to the Councils so that the on and off-site requirements for open space can be calculated for different sized developments. It provides an example of how costs might be calculated, but site circumstances will also need to be taken into account e.g. topography.

The cost calculator is based on the following assumptions:

- Average household size (2.2 persons/household)
- The open space quantity standards (see Table 6.6)
- The cost of open space per m2 (see Table 8.2, page 97)
- Thresholds for on-site provision (see Table 8.5, page 101)

The cost calculator factors in the number of bedrooms per dwelling. Where the number of beds are not known, the total number of units can be inputted. The same charges apply to both provision of new facilities and the upgrading/improvement of existing facilities (where related to new development), which will normally include at least some new provision. The Open Space study report provides an example of how to use the cost calculator - see page 98.

Maintenance Contributions

Where new open space is provided, the developer would be expected to provide the open space and either maintain the open space through a management company, or if the site is to be adopted by the Local Authority, then maintenance fees of at least 20 years will be included in the Section 106 legal agreement. If the open space is maintained by a Management Company then the open space should be publicly accessible in perpetuity. It is expected that a management plan for the open space would be submitted and approved by the council as a planning condition or part of the legal agreement.

In the event that the open space would be adopted by the Council/Parish Council, they may be willing to accept a commuted sum and make arrangements for management of the open space. The amount payable for the commuted sum will be calculated using the figures in Table 8.3 below.

Typology	Cost/sq m per annum
Play Space (Children)	£13.34
Play Space (Youth)	£9.21
Parks and Recreation Grounds	£3.47
Amenity Greenspace	£0.77

Eligible Types of Development For On-Site Provision

Table 8.4 (see page 100) outlines the type of housing that will be considered eligible for making contributions towards open space to meet the needs of future occupants.

Category	Open Market Housing / Flats	Affordable Housing	Older People's Accommodation	Permanent mobile homes
Play Space (Children & Youth)	Yes	Yes	X	Yes
Parks & Recreation Grounds	Yes	Yes	On a case by case basis	Yes
Amenity Open Space	Yes	Yes	On a case by case basis	Yes
Accessible Natural Green Space	Yes	Yes	On a case by case basis	Yes
Allotments	Yes	Yes	On a case by case basis	Yes

Thresholds for Provision

The required open space, sport and recreation facilities should in the first instance be provided on-site, with off-site provision/contributions only to be considered where on-site provision is either not needed (considering the analysis of supply, accessibility) or not possible/practicable.

Where facilities are to be provided on-site, Worthing Borough Council will expect the developer to provide the land for the facility and either:

- Design and build the provision to the satisfaction of the Councils; or
- Make a financial contribution to the Councils so that they may arrange for the construction and development of the required facility.

The decision on whether facility provision is to be on-site, off-site or both depends on the following considerations:

- The scale of the proposed development and site area;
- The suitability of a site reflecting, for example, its topography or flood risk;
- The existing provision of facilities within the parish/neighbourhood;

- Other sites in the parish/neighbourhood where additional provision is proposed;
- Existing access to facilities within the parish/neighbourhood.

Table 8.5 (see page 101) provides guidance on how to assess different scales of development sites that could generate a need for facilities in the categories listed to be provided on-site (also see the flow chart at Figure 8.1, which shows how the quantity, access and quality analysis needs to be taken into account). It should also be considered that where a development is of a size that could generate the need for provision of open space on-site, if there is sufficient provision (quantity and access) of an open space typology within the vicinity, then consideration will be given to improving existing facilities as an alternative to new on-site provision.

Where a development would result in less than 0.15ha of amenity green space, it will be provided as a single space. For developments that result in more than 0.15ha of amenity green space, the minimum size considered acceptable is 0.15ha. This will avoid a proliferation of small amenity spaces which have no real recreation function.

It is also considered that the minimum size of equipped children's play provision would be 100 sqm. In addition to this, buffer zones/playable space (which will take a landscape design approach) will be provided between 5m and 30m, depending on the size of the play area.

While Table 8.5 acts as a useful guide to the recommended types of provision in relation to the size of a scheme, each proposal will still be considered on a site by site basis, with on-site provision always to be considered as the first solution. The table below will be most applicable to greenfield sites. For high density brownfield sites, off-site contributions rather than on-site open space provision is considered to be reasonable, due to the limited land available for new development within the study area. The enhancement of existing facilities (including improving access to facilities) will be key to meeting unmet demand.

Type of Provision	10-19 dwellings	20-49 dwellings	50-99 dwellings	100-199 dwellings	200+ dwellings
Allotments	Off-site	Off-site	Off-site	On-site	On-site
Amenity Green Space	Off-site	On-site	On-site	On-site	On-site
Parks & Recreation Grounds	Off-site	Off-site	Off-site	Off-site	On-site
Play Space (Children)	Off-site	Off-site	Off-site	On-site	On-site
Play Space (Youth)	Off-site	Off-site	Off-site	Off-site	On-site
Accessible Natural Green Space	Off-site	Off-site	Off-site	On-site	On-site

Worthing Borough Council
Planning Policy
Portland House
44, Richmond Road
Worthing
West Sussex
BN11 1HS



WORTHING BOROUGH
COUNCIL

ANNEX 4

Illustrative Master Plan

A1



NOTES
 This drawing is the copyright of Thrive Architects Ltd ©. All rights reserved.
 Ordnance Survey Data © Crown Copyright. All rights reserved.
 License No. 100007318. 03 501T used free from this drawing.
 Contractors, Sub-contractors and suppliers are to check all relevant
 dimensions and levels of the site and building before commencing any
 shop drawings or building work. Any discrepancies should be recorded to
 the Architect.
 Where applicable this drawing is to be read in conjunction with the
 Consultant's drawings.

REV	DESCRIPTION	DATE	AUTHOR	CHK'D
P1	Preliminary Issue	12/06/19	PM/SWD	MB
P2	Amendments to Layout	19/06/20	MB/aa	MB
P3	Amendments to Layout	26/06/20	MB/aa	MB
P4	Amendments to Layout	29/06/20	MB/aa	MB
P5	Amendments to Layout	10/07/20	MB/aa	MB
P6	Outline Boundary Amendments Boundary	15/07/20	MB/aa	MB

- KEY**
- Site Boundary (19.96 Ha)
 - Land in Applicant's Control (11.17 Ha)
 - Proposed Development Parcels
 - Indicative Development Units
 - Mixed Use Development Blocks
 - Key Space
 - Shared Surface
 - Courtyard
 - News Lane
 - Parkland
 - Open Space
 - Sustainable Drainage Strategy (SuDS)
 - Existing Vegetation
 - Proposed Vegetation
 - Proposed Planting to Northern Boundary
 - Potential New Pedestrian Route
 - Principal Vehicular Access Point
 - Principal Vehicular Route
 - Potential Location of Play Area
 - 200m Walking Distance from Goring Station
 - Existing High Voltage Cable
 - Pylon Grounded
 - Potential Secondary Access
 - Proposed Car Park Entrance



Romsey Office
 Building 300, The Grange, Romsey Road, Michelmersh, SO51 0AE
 T: 01294 367205 F: 01294 367276 www.thrivearchitects.co.uk

PROJECT
 Goring Station
 Goring-on-Sea
 For: Persimmon Thames Valley

DRAWING
 Concept Masterplan - 02

SCALE	DATE	AUTHOR	CHK'D
1:1250 @ A1	12/06/19	PM/SWD	PM
JOB NO.	DRAWING NO.	REV	
PERS190227	CMP-02	P6	



ANNEX 5

Standard Nominations Agreement

DATED

201[]

and

**NOMINATIONS AGREEMENT
FOR
AFFORDABLE RENTED UNITS**

LAND AT

Legal Services

Ref:

THIS Deed is made the _____ day of _____ 201[]

BETWEEN

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

and

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

BACKGROUND

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

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

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

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

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

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

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Deed:

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

"Choice Based Lettings Procedure" means the procedure agreed between the Council and the Registered Provider to administer lettings

Schemes in the Council's area and set out in Schedule 2;

"the Council" means the Council or any authority which may succeed its functions of enforcing the terms, provisions and obligations created under this Deed

"Development" means the development of the Land in accordance with the Planning Permission;

Chief Executive or Director for Communities means the Council's Deputy Chief Executive and person as the Council designates as undertaking this role;

"Homes England" means the non-departmental government body that funds new affordable housing or such other successor body charged with similar functions

"Initial Lets" means the first letting of each Rented Unit in accordance with the provisions of this Deed

"the Land" means [] which is registered at the Land Registry under title number [] and is shown for identification purposes only outlined in red on the Plan

"Homemove Procedure" means the procedure agreed with the [Council] and the Registered Provider to administer lettings schemes in Adur and Worthing and set out in Schedule 2;

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

security operations and "Occupy" and "Occupied" shall be construed accordingly;

"Plan" means the plan attached to this Deed at Annex 1

"Planning Permission" means the permission granted by the Council to develop the Land on [date] and given reference number []

"Practical Completion" means a certificate or statement by the Surveyor appointed by the Registered Provider for that purpose that all Rented Units comprised within the development are completed and ready for residential Occupation

"Property" means the land edged in red on the plan attached hereto owned by the Registered Provider

"the Registered Provider" means XXXX Housing Limited which is a registered provider of social housing as defined in Section 80 of the Housing & Regeneration Act 2008 and registered under the Industrial and Provident Societies Act 1965 and includes its successors in title and is the owner of the Land;

"Rented Units" means the units which shall be provided by the Registered Provider as Affordable Housing rented to a Nominee at no more than 80% of the local market rent inclusive of service charge or other level as determined by the Local Housing Allowance - whichever is the lowest in accordance with Schedules 1 and 2 and the provisions of this Deed;

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

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

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

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

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

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

1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions

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

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

2. Statutory Provisions

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

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

3. **The Registered Provider Obligations**

- 3.1 The Registered Provider undertakes that it will provide for the Nomination Period the Units in accordance with the scheme details as set out in Schedule 1.
- 3.2 Subject to the terms of this Deed, the Registered Provider shall provide the Units only to Nominees with the intention of providing low cost housing accommodation pursuant to the terms of this Deed.
- 3.3 The Registered Provider shall minimise periods where the Rented Units are Void and advise the Nominated Contact of forthcoming Voids without delay using the Void Notification

4. **Nomination Rights**

- 4.1 The Registered Providers shall for the duration of the Nomination Period in accordance with Schedule 1 grant to the Council the right to nominate:
- 4.1.1. the Tenants of 100% of the Rented Units on Initial Lets; and
 - 4.1.2. the tenants of 75% of all Rented Units on subsequent lets.
- 4.2 The Registered Provider shall on the Initial Lets rent each of the Rented Units under a Tenancy Agreement to a Nominee of the Council.

5. **The Council's Nominations for Rented Units**

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

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

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

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

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

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

6. The Council's Obligations

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

7. Voids

- 7.1 The Registered Provider shall monitor the number of Voids during each financial year (1st April to 31 March) commencing from the date of the last vacant Rented Unit being fully let in order to ensure that it complies with obligations under clause 4 and shall advise the Council in quarterly intervals of such progress
- 8.2 Upon receiving notice of a Void the Registered Provider shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Registered Provider's obligations under clause 4 and the provisions of clause 5 will be followed in respect of such Rented Unit in the event that the Registered Provider so determines

9. Details of Tenancy Agreements

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

10. Assessment of Prospective Tenants

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

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

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

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

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

11. The Registered Provider's Covenants 11.1 The

Registered Provider covenants with the Council:

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

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

12. Fitness for Occupation

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

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

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

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

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

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

13. Assignments of Obligations

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

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

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

14. Service of Notices

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

15. Arbitration

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

16. Disposal of the Units

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

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

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

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

17. Deed Ceasing to Apply

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

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

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

18. Non-Enforceability of Deed

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

18_1 a mortgagee or chargee or receiver appointed by a mortgagee or chargee of a registered provider of social housing or any manager (including an administrative receiver) appointed by such mortgagee or chargee or any person deriving title directly or indirectly therefrom or any successors in title therefrom and such mortgagee or chargee or its receiver or manager shall be entitled to dispose of the Land or relevant part thereof the subject of the mortgage or charge discharged from the provisions of this Deed which shall forever be extinguished.

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

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

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

19. Ceasing to be Liable

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

20. Termination

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

21. Contracts (Rights of Third Parties) Act 1999

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

22. Costs

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

]

23. DATA PROTECTION

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

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

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

EXECUTED AS A DEED BY
affixing the **COMMON SEAL** of

[]
in the presence of:

Member of the Council

Authorised Officer

EXECUTED AS A DEED BY
affixing the **COMMON SEAL** of

[]
in the presence of:

.....
Authorised Signatory

.....
Authorised Signatory

SCHEDULE 1
SCHEME DETAILS

Size and Tenure of Units

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

Nominations Rights Required

Tenure	Rented Units	Rent to Homebuy/Shared Ownership	Other (specify)
Initial Lets eY0			
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

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 +)		<i>If yes please complete the list below</i>	
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 6

Travel Plan



Proposed Residential-Led
Mixed-Use Development,

Land North West of
Goring Station, Goring-
by-Sea, West Sussex

Residential Travel Plan prepared
on behalf of Persimmon Homes
Thames Valley

August 2020

MILESTONE
TRANSPORT PLANNING

Land North West of Goring Station, Goring-by-Sea, West Sussex

Project No: MTP Ref: 18-122

Document Reference No:

Document Title: Residential Travel Plan

Date: August 2020

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-	19/12/2019	Residential Travel Plan (1 st Draft)	O. Hennessy	T. Wares	T. Wares
-	24/06/2020	Residential Travel Plan (2nd Draft)	O. Hennessy	T. Wares	T. Wares
-	07/08/2020	Residential Travel Plan (Final)	O. Hennessy	T. Wares	T. Wares

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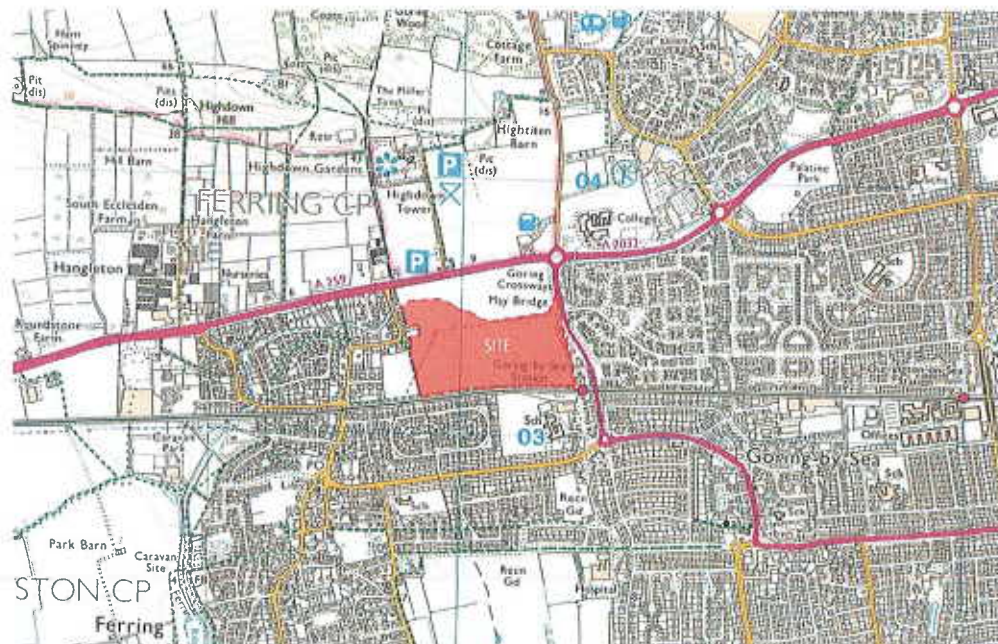
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1. Introduction

Scope of Residential Travel Plan

- 1.1 This Residential Travel Plan (RTP) has been prepared by Milestone Transport Planning (MTP) on behalf of Persimmon Homes Thames Valley (*the applicant*) in support of an outline planning application with all matters of detail reserved for a mixed use development comprising up to 475 dwellings (Use Class C3) along with associated access, internal roads and footpaths, car parking, public open space, landscaping, local centre (uses including A1, A2, A3, A4, A5, D1, D2) with associated car parking, car parking for the adjacent railway station, undergrounding of overhead HV cables and other supporting infrastructure and utilities on land North West of Goring Station, Goring-by-Sea in West Sussex.
- 1.2 The application site is a rectilinear shaped parcel of land circa 19.96 ha in size and comprises of flat arable fields, bordered by semi-improved grasslands, Ferring Rife River (flows east to west) and a line of pylons running just south of the Rife. It lies entirely within the confines of the Local Planning Authority, Worthing Borough Council (WBC).
- 1.3 The site is located to the south and west of the A259 Littlehampton Road and Goring Street, north of the West Coastway rail line, north-west of Goring rail station, and east of Ferring Lane and a public right of way (Footpath No. 2121_1), approximately 1.5-kilometres west of Goring district centre. The site in context with the local area and highway network is shown in Figure 1.

Figure 1 Site Location Plan



- 1.4 As defined in the Department for Transport's (DfT's) 'Good Practice Guidelines: Delivery Travel Plans through the Planning Process' document (April 2009), a Travel Plan is defined as *"a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed. It involves the development of agreed explicit outcomes linked to an appropriate package of measures aimed at encouraging more sustainable travel, with an emphasis on reducing single occupancy car use."*
- 1.5 The purpose of this RTP is to provide a long-term strategy aimed at encouraging future end-users (i.e. households and visitors) to reduce their dependency on travelling by single occupancy vehicles (SOVs) in favour of the more sustainable modes such as car sharing, public transport, walking and cycling. To accomplish this aim, the document sets out measures and initiatives, appropriate to future households, thereby ensuring a targeted approach is applied. The RTP should be read in conjunction with the Transport Assessment (TA) that has been prepared by MTP to accompany the full planning application.
- 1.6 Since details of future households are not yet known, it is not possible to derive site specific targets. In this regard, provisional trip rate targets, based on the multi-modal trip generation of the proposed residential development have been used to provide an indicative baseline. The main target of the RTP would aim to seek a progressive 10% reduction in the number of single occupancy car driver trips during the weekday AM and PM peak hour periods to and from the proposed residential development.
- 1.7 Consequently, this document therefore represents an initial strategy through which sustainable travel patterns and behaviour can be promoted amongst future end-users (i.e. households and visitors) of the proposed development. It is designed to be a flexible document, which will evolve over time, thereby ensuring that it remains relevant to all future households.

Policy Background

- 1.8 In preparing this RTP, reference is made to the National Planning Policy Framework (July 2018), Worthing new Local Plan, Worthing Core Strategy (2011), Adur Local Plan (2017), West Sussex Local Transport Plan 2011 – 2026 and West Sussex Walking and Cycling Strategy 2016 - 2026.

National Planning Policy Framework (NPPF)

- 1.9 The Ministry of Housing Communities & Local Government published the revised National Planning Policy Framework (NPPF) in February 2019. Promoting sustainable transport is a key thread of the NPPF and paragraph 102 highlights the importance of considering transport issues from the earliest stages of development proposals to ensure that:
- Potential impacts on transport networks can be assessed;
 - Opportunities from existing and proposed transport infrastructure, changing transport technology and usage are realised;
 - Opportunities to promote walking, cycling and public transport use are identified and pursued;
 - Environmental impacts of traffic and transport infrastructure are identified, assessed and considered – identifying opportunities for avoiding and mitigating any adverse effects and for net environmental gains; and
 - Patterns of movement, streets, parking and other transport considerations are integral to the design of schemes and contribute to making high quality places.

1.10 Paragraph 103 goes on to state that: *"The planning system should actively manage patterns of growth... Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes..."*

1.11 Paragraph 108 requires specific allocations for development to ensure that:

- Appropriate opportunities to promote sustainable transport modes have been taken up;
- Safe and suitable access to the site can be achieved for all users; and
- Any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree.

1.12 Paragraph 110 requires that application for development should:

- First, give priority to pedestrian and cycle movements, both within the scheme and with neighbouring areas;
- Second, so far as is possible, facilitate access to high quality public transport, maximising catchment areas to services and implementing appropriate facilities to encourage use;
- Address the need of people with disabilities and reduced mobility;
- Create places that are safe, secure and attractive which minimise conflicts between pedestrians, cyclists and vehicles;
- Allow for the efficient delivery of goods and access by service and emergency vehicles; and
- Be designed to enable charging of plug-in and other ultra-low emission vehicles.

Worthing Local Plan Transport Study (2018)

1.13 WSP published the Worthing local plan transport assessment in August 2018, to support the development of the new Worthing Local Plan, highlighting key policies for new development proposals:

- *'Promotion and delivery of sustainable transport measures provides a means to manage the level of vehicular trip generation from new developments'. P.80*
- *'Travel plan measures could be secured as planning obligations in Section 106 agreements and the delivery of such measures would be subject to the relevant local planning enforcement policies and procedures that apply'. P. 85*

The Worthing Core Strategy (2011)

1.14 Worthing District council published the Core Strategy to help guide planning and development in the Borough up until 2026. Policy 19 (Sustainable Travel) highlights the Council's approach to *'ensuring the travelling environment for residents is safe, accessible and sustainable. This will be achieved by:*

- *Supporting continued improvements to public transport services;*
- *Improving walking and cycling networks to create sustainable links between the town centre and the suburbs;*

- *Producing a car parking strategy for the town centre which will provide a balance between parking demand and overall provision, which will maintain the economic viability of the town centre, whilst promoting it as an area which is safe and accessible for pedestrians and cyclists;*

1.15 *The demands that users have for local public transport services and the impacts that car users have on the surrounding road network will be assessed for all new development. Developer contributions will be sought to implement and necessary measures to reduce local road congestion.*

1.16 *Major new development will require the provision of a Transport Assessment, which will specify how it will affect the surrounding transport environment and how it can mitigate against any adverse effects. Where appropriate, new development will require the provision of a Travel Plan and / or Transport Assessment, which will need to demonstrate that infrastructure is needed to promote the priorities set out in the Local Transport Plan and the Statement of Common Ground.*

West Sussex Transport Plan (2011-2026)

1.17 West Sussex Council published its third Transport Plan in February 2011, lasting until 2026. The document focuses on a number of key Long-Term Strategies, including:

- *'To reduce unnecessary trips by motorised vehicles and encourage use of more sustainable modes of transport. This will be achieved by continuing to secure travel plans for new residential and employment developments and encouraging members of the community to work with existing groups to instil positive changes in travel behaviour and nurture a culture which embraces sustainable travel'; P. 11*
- *'To reduce the need to travel at all by encouraging the provision of local services. This will be achieved by requiring that transport assessments assess accessibility to key services and have clear links with travel plans and encouraging home working and the promotion of home delivery services through workplace and residential travel plans'; P. 12*

West Sussex Walking and Cycling Strategy (2016-2026)

1.18 The West Sussex County Council's Walking and Cycling Strategy (2016-2026) outlines the design and safety principles for walking and cycling that the County Council will follow, and developers will be expected to follow, when implementing infrastructure schemes:

- *'All new (development) and improvement / maintenance schemes will consider, and wherever possible prioritise, the needs of cyclists and walkers'. P.17*
- *'In partnership with the Local Planning Authorities we will continue to secure and agree Travel Plans for appropriate new employment and residential development sites'. P.22*
- *'We will make the full list of potential schemes, and those additional schemes that may be added over time, available on the WSCC website with the expectation that, where and when possible schemes, irrespective of their position on the list, are promoted via other agreed works or development'. P.28*

Report Structure

1.19 The remainder of this RTP is structured as follows: -

- Section 2 details the main aims and objectives of the RTP;
- Section 3 assesses the site's accessibility credentials in regards to existing public transport infrastructure / services and the pedestrian and cycling network;
- Section 4 provides an overview of the proposed development including access, parking, delivery and servicing arrangements;
- Section 5 proposes a structure for managing the RTP including a description of the responsibilities of the appointed Travel Plan Co-ordinator;
- Section 6 sets out a range of measures aimed at encouraging future households to adopt sustainable travel patterns and behaviour, primarily for their journeys to and from various workplace destinations; and
- Section 7 sets out provisional mode share targets, which seek to achieve a progressive decrease in private car use and a corresponding increase in those travelling by sustainable means.

2. Aims & Objectives

Aims

- 2.1 The primary aim of the RTP is to achieve a reduction in the reliance upon car borne travel for essential and non-essential journeys made by households to and from the development. This will reduce the impact of such travel on the local environment as a whole by:
- Encouraging safe and viable alternatives to the private car for access to the proposed development to achieve fewer trips from the development than would otherwise have been the case;
 - Achieving a reduction in overall private vehicle mileage resulting in an associated reduction in environmental pollution;
 - Improving safety for vulnerable road users such as pedestrians and cyclists; and
 - Raising awareness of environmental issues, especially those which impact on personal health and involve transport matters.

Objectives

- 2.2 The aims of the Travel Plan are supported by objectives that are in accordance with local and national policies. The key objectives are:
- To minimise trips to and from the site, particularly single occupancy vehicles trips in peak hours to local facilities; and
 - To promote the use of all alternative methods of travel to car-borne travel, including walking, cycling, public transport and car-sharing.

3. Site Description and Accessibility Credentials

- 3.1 In order to gain an understanding of the potential for future households of the proposed residential development to travel by the more sustainable modes of travel, this section of the RTP evaluates the existing provision of transport infrastructure and services within the vicinity of the site.

Site Description and Context

- 3.2 The site encompasses a parcel of land with an area of 19.96 hectares, off the western side of the A259 Goring Street. The land is comprised of arable land and Ferring Rife, running from the west to the east of the site. Access to the site is currently taken from a field gate off the western side of the A259 Goring Street.
- 3.3 The site boundaries are formed by Ferring Rife to the north, the A259 Goring Street to the east, a railway line to the south and residential dwellings to the west. In a wider context, the site is located on the outskirts of Goring-By-Sea town and circa 5-kilometres west of Worthing. A plan showing the location of the site in context with the local area and highway network is shown in Figure 2.

Figure 2 Site Location Plan



Local Highway Network

- 3.4 The A259 Goring Street is a single carriageway two-way road that runs in a north to south alignment and is subject to a 40mph speed limit. It operates as a "Secondary / Residential Distributor Road" and provides access to / from the strategic road network and the centre and residential areas of Goring-by-Sea.

- 3.5 In the vicinity of the existing site access, the A259 junctions with The Strand via an all movement priority T-junction with right turn lane. The Strand is a single carriageway two-way road that runs in a west to east alignment and is subject to a 30mph speed restriction. The Strand has raised tables along its extent acting as traffic calming measures. The Strand provides access to the nearest bus stops to the site.
- 3.6 Approximately 100m south of the existing site access, the A259 Goring Street junctions with Goring Street via an all movement priority T-junction with right turn lane. Goring Street is a single carriageway two-way road that runs in a north to south alignment and is subject to a 30mph speed limit. It operates as a 'Minor Road', providing access to a number of residential dwellings in addition to Goring-by-Sea Railway Station and car park, which currently provides c. 11 spaces. It is noted that Goring Street is not subject to on-street parking restrictions and therefore there is often on-street parking along the east kerb line most likely associated with the station.
- 3.7 To the north the A259 Goring Street junctions with the A2032 / A259 Littlehampton Road / Titnore Lane via a 4-arm roundabout. Titnore Lane continues north to join with the A27 via a single carriageway two-way road. The A2032 is in the form of a separated dual carriageway and heads east towards residential suburbs of Worthing. The A259 continues west in the form of a separated single carriageway for approximately 650m and then increases to a dual carriageway. The A259 Littlehampton Road is subject to a 50mph speed limit and continues towards Littlehampton and Chichester.
- 3.8 The A259 Goring Street continues south over the railway line and junctions with Aldsworth Avenue via a 4-arm roundabout whereby the A259 continues west to Ferring and east to Goring Town Centre and Worthing.

Accessibility by Non-Car Modes

- 3.9 The planning process at national and local level seeks to ensure that development proposals are located in areas where the need to travel will be minimised and opportunities for encouraging sustainable travel behaviour and patterns can be maximised. Consequently, this section of report assesses the existing provision of transport infrastructure and services by mode within the vicinity of the site.

Walk and Cycle Accessibility

- 3.10 Walking and cycling play a vital role in healthy and active lifestyles and if convenient and safe links are available there is significant opportunity to reduce the need for short journeys to be undertaken by private car, thus reducing the level of traffic on the surrounding highway network.
- 3.11 Pedestrian access to the site is via the provision of 2.8-metres wide, lit footways on either side of the A259 Goring Street. A toucan crossing is present south of the site's access, providing a safe crossing on the A259 Goring Street. Additionally, a shared foot / cycleway circa 25-metres south of the site (see figure 3), provides access to Goring Street, where the presence of dropped kerbs and tactile paving allows access to Goring-By-Sea rail station in a safe and convenient manner.
- 3.12 To the north of the site, the footways along the A259 Goring Street connect to the southern footway of the A2032 Littlehampton Road via tactile paving. The dual carriageway is served by a footbridge, which provides access to local bus stops, Northbrook College (eastbound / westbound) and Northbrook Metropolitan College.

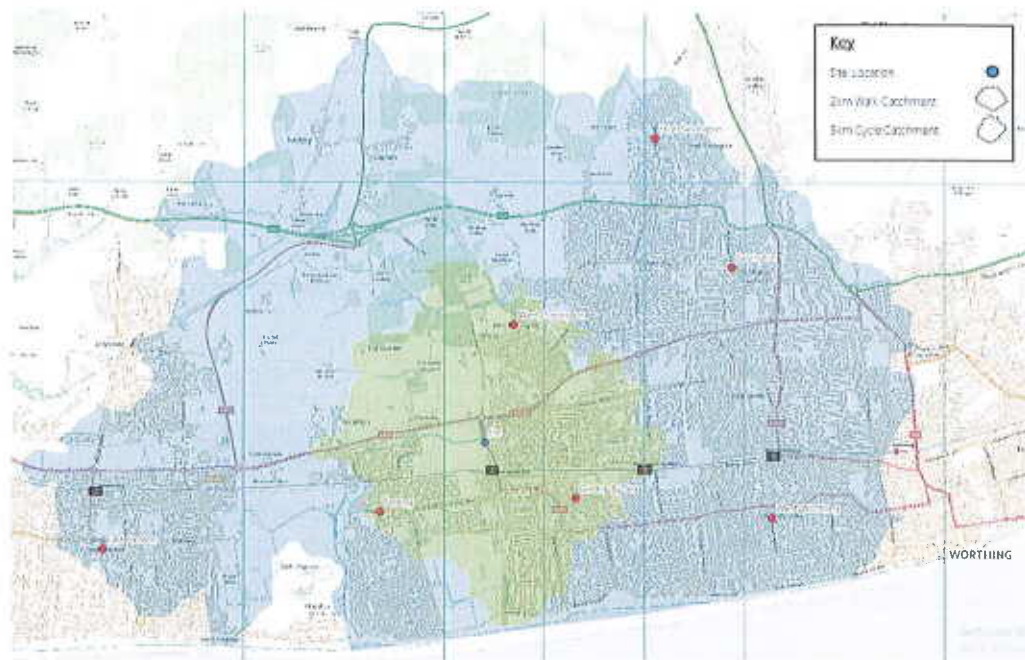
- 3.13 To the south-east, the footways along the A259 Goring Street adjoin to the wider pedestrian network via dropped kerbs, tactile paving and a toucan crossing situated at the 4-arm roundabout junction with Goring Way, Aldsworth Avenue, and the A259 Goring Way.
- 3.14 Footways along the A259 Goring Way / Mulberry Lane / Goring Road provide a direct, safe, and convenient walking route to Goring-By-Sea town centre via dropped kerbs and tactile paving. The town centre is served by a range of local amenities

Figure 3 View of Shared Footway / Cycleway along the A259 Goring Street



- 3.15 As previously mentioned, cycle infrastructure is present along both sides of the A259 Goring Street in the form of a shared footway / cycleway. The dedicated cycleway / footway along the western side of the A259 Goring Street extends to the A259 Littlehampton Road, providing a safe and accessible route to the town of Ferring.
- 3.16 The site is also within close proximity of the South Coast Cycle Route, as recognised by West Sussex County Council. The cycle route can be accessed from the A259 Littlehampton Road, approximately 1.7-kilometres west of the site. The route is situated along shared footways / cycleways and quiet roads, providing a safe route to the towns of Angmering and Littlehampton.
- 3.17 Within various national, regional, and local planning policy and best practice guidance documents, the 'active' modes of walking and cycling are recognised as having the potential to replace short journeys undertaken by private car.
- 3.18 The Chartered Institute of Highways and Transportation's (CIHT's) publication '*Providing for Journeys on Foot*' (2000), states the average length of a walk journey is 1.0 kilometre. It further suggests a preferred maximum walking distance of 2.0 kilometres for commuting / school journeys and 1.2 kilometres for other journey destinations. Other national planning guidance / best practice publications have previously recommended a maximum distance of 5.0 kilometres for reasonably fit individuals to cycle to / from workplace destinations.
- 3.19 As shown in Figure 4, a significant proportion of Goring including the town centre, rail station and the residential areas of Ferring and West Durrington are accessible on-foot, within the preferred maximum distance of 2.0-kilometres. In addition, the neighbouring town / village centres of Salvington, High Salvington, West Worthing and East Preston are accessible by cycle.

Figure 4 Walk and Cycle Catchment Plan



Public Transport Accessibility

Bus Services

- 3.20 The nearest bus stops are located on either side of The Strand (opp. Boxgrove Parade for north-westbound and adj. Boxgrove Parade for south-eastbound), circa 250-metres and 350-metres south-east of the site for the opposite and adjacent stops, respectively. Both stops are served by signage and timetable information, whilst the adjacent stop provides a shelter.
- 3.21 Additional bus stops are located on either side of the A2032 Littlehampton Road (i.e. Stop A for eastbound services and Stop B for westbound services), approximately 300-metres and 400-metres north-east of the site for Stops B and A, respectively. Both Stop A and B provide a flagpole and timetable information, whilst stop B also provides a shelter.
- 3.22 A further two bus stops are located along Langbury Lane to the west of the site, which are served by two additional services. The bus stops are currently located a 1.3-kilometre walk from the site, however with the provision of a pedestrian access to the west of the site this distance would be dramatically reduced for households.
- 3.23 As shown in Table 3.1, these stops are served by 4 bus routes which operate on a frequent basis throughout a typical week and weekend, providing access to a multitude of local and regional destinations including local town centres of Goring, Littlehampton, and Worthing.

Table 3.1 Summary of Bus Services Available from the A2032 Littlehampton Road / The Strand

Nearest Bus Stops	Route No.	Frequency (per hour)				Route
		Monday - Saturday		Sunday		
		Day	Eves	Day	Eves	
Boxgrove Parade (opp. / adj.)	10	3	-	-	-	Worthing – Durrington
Northbrook College (A / B)	9	1	-	-	-	Arundel – Shoreham
Henty Arms	8	2	-	-	-	Worthing – Goring – South Ferring
Henty Arms	700 Coastliner	6	3	3	2	Wick – Littlehampton – Worthing – Shoreham – Brighton

Mainline Rail Services

- 3.24 Goring-by-Sea is situated off the eastern side of Goring Street, approximately 300-metres south of the site. The station is managed by Southern and provides frequent, direct rail services to a host of local and regional destinations including London Victoria, Brighton, Southampton Central and Worthing. Table 3.2 provides a summary of rail services accessible from Goring-by-Sea rail station including typical daytime frequency and journey times to key local and regional destinations.

Table 3.2 Summary of Rail Services Available at Goring-by-Sea Rail Station

Destination	Service Frequency	Journey Time
London Victoria	2 per hour	1 hour 32 minutes – 1 hour 52 minutes
Worthing	4 - 5 per hour	7-9 minutes
Brighton	3 - 4 per hour	33-38 minutes
Southampton Central	1 per hour	1 hour 17 minutes
Littlehampton	3 per hour	14-17 minutes
Gatwick Airport	2 per hour	1 hour 5 minutes
Clapham Junction	2 per hour	1 hour 24 minutes – 1 hour 34 minutes

- 3.25 At present the station comprises a central footbridge, whilst step free access is available to platforms 1 and 2 via the level crossing on Goring Street.
- 3.26 The station contains a coffee kiosk, ticket machines, toilets, and a waiting room on platform 1. In addition, a total of 23 cycle parking spaces are available from platforms 1 and 2, accessible via Goring Street.

Accessibility to Local Amenities

3.27 As identified in Table 3.3, the site benefits from being accessible on-foot and by cycle to a broad range of amenities, which are likely to cater for the convenience, education, healthcare, retail, and leisure needs of future households.

Table 3.3 Summary of Local Amenities Accessible On-Foot and By Cycle

Type of Amenity	Destination	Distance	Walk Journey Time	Cycle Journey Time
Convenience	Tesco Express	600-metres	8-minutes	2-minutes
	Tesco Extra	1.8-kilometres	23-minutes	6-minutes
	Royal Mail	1.1-kilometre	14-minutes	3-minutes
Education	Ferring Funtime Pre-school within Ferring C of E Primary School	1.5-kilometres	18-minutes	5-minutes
	Goring Church of England Primary School	1.3-kilometres	16-minutes	4-minutes
	Chatsmore Catholic High School	450-metres	6-minutes	2-minutes
Faith	Northbrook College	500-metres	7-minutes	3-minutes
	English Martyrs Catholic Church	750-metres	9-minutes	3-minutes
	Goring-by-Sea Methodist Church	900-metres	11-minutes	3-minutes
Healthcare	Rowlands Pharmacy	550-metres	7-minutes	2-minutes
	The Barn Surgery	1.7-kilometres	18-minutes	5-minutes
	Goring Hall Hospital	1.0-kilometres	13-minutes	4-minutes
	Ferring Dental Practice	1.3-kilometres	16-minutes	6-minutes
Leisure and Fitness	David Lloyd Worthing	1.1-kilometres	13-minutes	3-minutes
	Goring Cricket & Football Club	650-metres	8-minutes	2-minutes
	Fernhurst Recreation Ground	1.1-kilometres	13-minutes	3-minutes
Employment	Highdown Gardens	1.3-kilometres	17-minutes	8-minutes
	Brookside Industrial Estate	5.2-kilometres	-	16-minutes
	Woods Way Mulberry Lane Trading Estate	1.3-kilometres	16-minutes	4-minutes
Retail	Rustington Retail Park	4.7-kilometres	-	15-minutes
	Worthing Town Centre	5.0-kilometres	-	15-minutes

Summary

- 3.28 It is evident that the site is well connected to the local highway network with good sustainable access to Goring-by-Sea and the wider areas with a comprehensive range of local and accessible services and local sustainable transport with a good level of service.
- 3.29 The accessibility of the site by alternative mode to the private car is evidenced by the 2011 National Census Travel to Work Data (detailed further in Section 5) which demonstrates up to 25% of the working age population travel to work by sustainable modes.
- 3.30 The location of the site therefore reflects the requirements of the NPPF and local policy in ensuring the patterns of growth make the fullest possible use of public transport, walking and cycling, and focus significant development in locations which are sustainable. The site provides a realistic choice in travel mode to cater for a number of day to day journeys which would act to reduce occupant's reliance on the private car.

4. Proposed Development

Overview

- 4.1 The mixed use development proposals comprise the erection of up to 475 dwellings (Use Class C3) along with associated access, internal roads and footpaths, car parking, public open space, landscaping, local centre (uses including A1, A2, A3, A4, A5, D1, D2) with associated car parking, car parking for the adjacent railway station, undergrounding of overhead HV cables and other supporting infrastructure and utilities.
- 4.2 A proposed Masterplan Layout Plan (Drawing No. CMP-02 Rev P6), prepared by Thrive Architects is attached at Appendix 1 of this report.
- 4.3 Since all matters of detail will be reserved, the schedule of accommodation set out in Table 4.1 below is only indicative. Approximately 143 (30%) of the proposed residential units would be comprised of affordable housing, of which 70% (100 units) would be affordable rent and 30% (43 units) as shared ownership. The remaining 332 (70%) of the proposed units would be private open market. Regarding the mix of development, a total of 91 units (19%) would be comprised of one-bed; 172 units (36%) of two-beds; 152 units (32%) of three-beds and 60 units (13%) of four-beds.

Table 4.1 Schedule of Accommodation

Tenure	Housing Type	No. of Units
Private Open Market (POM)	1 Bedroom Unit	34
	2 Bedroom Unit	132
	3 Bedroom Unit	116
	4 Bedroom Unit	50
Affordable Rent	1 Bedroom Unit	45
	2 Bedroom Unit	25
	3 Bedroom Unit	25
	4 Bedroom Unit	5
Shared Ownership	1 Bedroom Unit	12
	2 Bedroom Unit	15
	3 Bedroom Unit	11
	4 Bedroom Unit	5
TOTAL		475

- 4.4 The commercial aspect of the residential-led development proposals would comprise a convenience foodstore (Use Class A1) with a Gross Floor Area (GFA) of 353 sq.m and a crèche (Use Class D1) with a GFA of 279 sq.m catering for up to 78 children and 39 staff over separate shifts.
- 4.5 It is anticipated that the convenience foodstore would serve the adjoining residential development and surrounding local community with the hours of operation between 06:00 and 23:00, Monday to Sunday. As shown in Table 4.2, the proposed crèche would operate 3 sessions throughout a typical weekday.

Table 4.2 Proposed Operation of Crèche

Session	Time	No. of Children	No. of Staff
AM Session	08:00 – 13:00	26	4
PM Session	13:00 – 18:00	26	4
Full-Day Session	08:00 – 18:00	26	4

Proposed Access Arrangements

- 4.6 Vehicular, pedestrian and cycle access to all parts of the proposed residential-led mixed-use development would be achieved via the creation of a 3-arm roundabout junction located approximately 230-metres south and 430-metres north of the A259 Goring Street / A2032 / Titnore Lane (i.e. Goring Crossways); and A259 Goring Street / Goring Way / Aldsworth Avenue / Ardingly Drive / Goring Way 5-arm roundabout junctions, respectively.
- 4.7 As shown on Drawing No. 18122/001 Rev A (attached), the northern and southern arms of the proposed 3-arm roundabout junction would comprise two-lane approaches with a carriageway width of 3.2-metres.
- 4.8 The A259 Goring Street / The Strand priority give-way junction would be converted to accommodate 'left-in' and 'left-out' manoeuvres-only. Under this arrangement, motorised users intending to undertake right-turn movements into and out of The Strand would be required to divert to the north and south and undertake 'U-turn' manoeuvres via the A259 Littlehampton Road - Goring Street / A2032 / Titnore Lane and A259 Goring Street / Goring Way / Aldsworth Avenue / Ardingly Drive / Goring Way roundabout junctions or choose alternative routes.
- 4.9 In addition, the proposed access arrangement would involve the permanent closure of the A259 Goring Street / Minor Goring Street priority give-way junction and the creation of an internal link road circa 70-metres to the south-west. This internal link would operate as a secondary access and enable future households / end-users as well as other motorised users to gain access to Goring rail station, Station House, Church of Jesus Christ and several residential blocks (Hereford, Salisbury and Winchester) situated at the northern end of Minor Goring Street.
- 4.10 The closed section of carriageway would be reinstated as a shared foot / cycleway, which would connect a relocated toucan crossing to an enhanced link to Goring rail station.

Internal Access

4.11 Details of the internal access and layout will be determined as part of a future Reserved Matters planning application. However, the design will be developed in accordance with the DfT's MfS1 publication and WSCC's 'Local Design Guide – Supplementary Guidance for Residential Development Proposals' (January 2008), most notably:-

- Primary Access – minimum carriageway width of 6.75-metres flanked by 3.0-metre wide shared foot / cycleways along both sides.
- Primary Street – minimum 5.5-metre wide carriageway with 2.0-metre wide footways on the primary routes through the development.
- Secondary Street – minimum of 5.0-metre shared surfaces with service margins designed to enable access for refuse vehicles; and
- Private Driveways – narrower shared surface areas where refuse vehicles do not need to enter.

Pedestrian and Cycle Access

4.12 The existing public rights of way that runs east-west along the south boundary of the site and north-south between the site will be retained.

4.13 An additional pedestrian access point will be provided to the north-west of the development. The existing public right of way (path number 2121_1) connecting to Ferring Lane, will be upgraded to facilitate increased pedestrian movements to access the bus stops located along the A259.

Proposed Parking Arrangements

Car

4.14 Car parking standards applicable to all aspects of the mixed-use development proposals are set out in WSCC's 'Guidance on Parking at New Developments' (August 2019). Parking standards for new residential developments are split into 5 Parking Behaviour Zones. The site is located within Zone 4 and the relevant parking standards have been reproduced below in Table 4.3.

Table 4.3 WSCC Residential Parking Demand - Zone 4

Number of bedrooms	Number of habitable rooms	Spaces per dwelling
1	1 to 3	0.9
2	4	1.1
3	5 to 6	1.7
4+	7 or more	2.2

- 4.15 When applying these standards to the proposed residential development, a total of 663 parking spaces would be required to satisfy potential demand. However, it is noted that details on car parking provision will be determined as part of a RM planning application.

Cycle

- 4.16 Cycle parking standards relevant to the residential aspect of the mixed-use development proposals are set out in Table 1 of WSCC 'Guidance on Parking at New Developments (August 2019)'. Table 4.4 reproduces the minimum cycle parking standards for residential uses.

Table 4.4 Residential Minimum Cycle Parking Provision Standards

Type of Housing	Dwelling Size	Cycle Provision (per unit)
Houses	Up to 4 rooms (1 & 2 bed)	1 space
	5+ rooms (3+ bed)	2 spaces
Flats	Up to 3 rooms (1 & 2 bed)	0.5 space (if communal storage otherwise 1 space)
	4+ rooms (3+ bed)	1 space

- 4.17 Cycle parking standards for commercial retail (Use Class A1) is to be provided at a rate of 1 space per 100 sq.m for staff and 1 space per 100 sq.m for customers. The guidance specifies a site specific assessment for nurseries (Use Class D1), based on travel plan and needs.
- 4.18 When applying these standards to this use, a total of 8 cycle spaces including 4 for staff and 4 for customers would need to be provided to ensure compliance.
- 4.19 As with car parking, details on the number and type of cycle parking for both the residential and commercial uses in context with the adopted standards will be considered in greater detail, as part of a RM planning application.

5. Management

Travel Plan Co-ordinator

5.1 The applicant will be responsible for appointing and funding a Travel Plan Coordinator (TPC), approximately three months prior to first occupation. The applicant will be responsible for ensuring that the role is fulfilled for a period of 5 years before being transferred to the Residents Association. The TPC will be responsible for the implementation, communication, monitoring and management of the overall aims and objectives defined in the Travel Plan, including:

- Overseeing the development and implementation of the Travel Plan;
- Raising awareness of the Travel Plan by designing and implementing effective marketing campaigns to promote the Travel Plan;
- Acting as the point of liaison with external organisations, i.e. Adur and Worthing Councils travel plan officers;
- Coordination of any necessary travel surveys and other data collection exercises required to develop the Travel Plan;
- Coordination of the monitoring programme for the Travel Plan including setting targets and review dates; and
- Promotion of the Travel Plan through the provision of effective communication at all levels.

Residents Association

5.2 The TPC will set up a residents association once the development is fully occupied to continue the promotion of sustainable modes and restraint on car use after the development is complete. The timing of this will provide a one-year transition period between the TPC completing their role and the Residents Association taking over the coordination of the Travel Plan.

Communication

- 5.3 The success of the Travel Plan will rely on the support of all households, and the TPC will need to ensure that the principles and initiatives within the Travel Plan are fully understood. The TPC will act as the first point of contact for any Travel Plan related issues or queries.
- 5.4 All households will be made aware of the Travel Plan when moving into a dwelling. Details of the schemes put in place through the Travel Plan, its objectives in enhancing the environment and the role of individuals in achieving its objectives will be fully explained through a Travel Information Pack.
- 5.5 Promotional material will also be used periodically to highlight the Travel Plan initiatives. The promotional material will include advice on the appropriate channels for raising specific transport-related matters, encouraging households to contact the nominated TPC who in turn will liaise with the appropriate authorities.

- 5.6 If appropriate, the TPC will e-mail households with information about travelling to and from the site to update them on any changes to the infrastructure and services in the vicinity of the site. Furthermore, the TPC will liaise with the Residents Association to maintain a two-way communication flow regarding travel to and from the site.

Monitoring

- 5.7 A programme of monitoring and review will be put in place to generate information by which the success of the Travel Plan can be evaluated. Monitoring and review will be the responsibility of the TPC.
- 5.8 Within three months of 50% occupation of the development, a travel questionnaire will be issued to all households in order to establish existing travel patterns.
- 5.9 Households will be encouraged to complete the travel questionnaire online. The travel survey will seek to establish the following:
- The average number of trips made per day by mode of travel;
 - Particular needs for the use of a private car for work or other purposes;
 - Special needs requirements;
 - Barriers to using sustainable modes of transport; and
 - Attitudes towards other travel arrangements that could be considered and ways in which they could be encouraged to do so.
- 5.10 The results of the initial travel survey will be made available to the Travel Plan Officer at WSCC within three months of completion. The modal split data captured in the initial travel survey will serve as baseline data and the results of subsequent surveys, undertaken annually thereafter until one year after 100% occupation, will be compared to the baseline data as a means of monitoring progress of the Travel Plan. The TPC will also be required to record comments from households.
- 5.11 All information gathered through the monitoring process will be recorded for input to the bi-annual review process.

Administration

- 5.12 Specifically, in relation to the operation of the Travel Plan, the TPC will be required to maintain:
- Details of travel patterns: This information will be derived from the travel questionnaire and will be retained for input to the review process;
 - Monitoring Records: Feedback from the monitoring procedures will be maintained for input to the review process; and
 - Review Reports: Copies of historic review reports will be retained for reference purposes and for analysis of the longer-term effectiveness of the Plan.

Travel Plan Review

- 5.13 The Travel Plan is a strategy that will evolve over time. Although the objectives of the Plan to 'educate' households and to facilitate travel by sustainable modes will not change, it may be possible over time to define or re-define specific targets. The Travel Plan will therefore be the subject of a regular review process in order to measure its success or otherwise and to identify the potential for improvements to the travel initiatives being offered.
- 5.14 The TPC will be responsible for carrying out a regular review of the Travel Plan. The purpose of the review process will be to measure its success or otherwise of the Travel Plan and to identify the potential for improvements to the travel initiatives being offered.
- 5.15 A vital element of the review process will be the re-issuing of the travel questionnaire. The re-issue of the travel questionnaire to all households will offer the opportunity to gather new information about wider attitudes to travel. Analysis of the travel questionnaire results will also yield up to date information for comparison with data derived at the introduction of the Travel Plan. The travel survey will be re-issued on the first, third and fifth anniversary of the initial survey.
- 5.16 The results of the travel surveys will be compiled into a Review Report that will incorporate the following:
- Details of any changes within the development over the time period that could affect travel patterns;
 - An outline of the monitoring processes undertaken, as well as analysis of the results from data collection exercises in terms of performance against targets/milestones set within preceding period; and
 - Details of new Travel Plan related activities for the following 12-month period.
 - The Review Report will be submitted to the Travel Plan Officer at WSCC for review.

Funding

- 5.17 The TPC will be allocated a budget through the overseeing organisation to cover costs associated with the implementation, monitoring and review of the Travel Plan for a minimum period of 5 years. In addition, the TPC will liaise with WSCC to ensure sufficient financial support is available for the on-going promotion and support of the TPC role.

Securing

- 5.18 In terms of planning obligations, it is intended that the Travel Plan will be secured by way of a planning condition.

6. Travel Measures and Initiatives

6.1 This section outlines the type of physical and management measures that are incorporated within the Travel Plan. Implementation of the listed management measures and awareness initiatives are at the core of the Travel Plan process.

6.2 As far as is possible, the travel initiatives outlined are designed to be suitable for review and monitoring. However, this list is not exhaustive and the TPC will be free to investigate other potential initiatives.

6.3 Whilst some of the travel initiatives may be implemented from the commencement of occupation of the development, others will need to be determined once a review of the initial travel survey has been completed.

Sales and Marketing

6.4 The applicant will work closely with the Sales and Marketing team to ensure that they are aware of the aims of the Travel Plan. In this way, property purchasers, will be provided with information about the benefits of the Travel Plan and the site's accessibility by sustainable modes of transport prior to taking up residence at the development. This measure will encourage the use of sustainable transport from initial occupation. The Sales and Marketing team will be trained to be able to advise on sustainable travel and have an information pack to distribute to potential purchasers.

Travel Information Pack (Welcome Pack)

6.5 An introductory Travel Information Pack will be provided to all households upon completion of the purchase of a property. The Pack will be designed specifically for the households to include details of key local facilities within walking and cycling distance of the development.

6.6 The Travel Information Pack will contain up-to-date details of public transport services, the location of bus stops and Goring-by-Sea railway station. The Pack will also provide promotional material highlighting the health benefits of walking and cycling. In addition, it will include details of essential contact addresses, telephone numbers and websites administered by the local authority, transport providers and any other organisations related to sustainable modes of transport.

Personal Sustainable Travel Planning

6.7 All households will be offered the opportunity to discuss their travel needs with the TPC through Personal Travel Planning Sessions. This will help households to consider all options available in terms of mode choice and to understand the role of the Travel Plan.

Walking and Cycling

6.8 The site will be provided with a safe and convenient pedestrian and cycle network facilitating movement around the site both by foot and cycle. The Travel Information Pack will contain details of the health, financial and environmental benefits of using these modes of transport.

- 6.9 The TPC will invite households to volunteer to join a Bicycle User Group (BUG). The group will meet regularly to discuss issues relating to cycling both on the site and in the surrounding area. Households will be encouraged to manage the meetings themselves and to feedback comments to the TPC.
- 6.10 The Travel Information Pack will also provide information about West Sussex County Council's free adult cycle training courses and the online cycle journey planner (<https://cyclejourneyplanner.westsussex.gov.uk/>)
- 6.11 As an additional measure to further encourage cycling amongst households, the TPC will endeavour to secure discounts for households at a local cycle shop both for purchases and servicing. The TPC will promote local and national cycling and/ or walking events such as Walk to Work Week and Bike Week.

Public Transport

- 6.12 Details of local public transport services will be included within the Travel Information Pack and on notice boards. This will include the location of bus stops, operator websites and the ticket types and discounts available.
- 6.13 The availability, location and routes of the local public transport services will be included in the Travel Information Pack in order to promote the use of sustainable alternatives to access key train and bus routes.

Car Sharing

- 6.14 Car sharing will be promoted to the households of the proposed development. Information about West Sussex Carshare scheme (<https://liftshare.com/uk/community/westsussexcarshare>) will be included in the Travel Information Pack. The website address will be provided so that individuals will be able to register their details on the site.

Homeworking

- 6.15 All residential units within the proposed development will be provided with the necessary telecommunication facilities that will enable households to connect to broadband through the various internet providers. This will in turn, provide households with the possibility of working from home in addition to gaining access to online shopping, banking and websites administered by public transport operators, the Local Authority, local taxi companies and local cycle shops etc.

7. Targets

- 7.1 The primary aim of this Travel Plan is to increase awareness of sustainable travel options and to encourage their use, with the objective of reducing demand for private car-based travel. Progress of the Travel Plan will be assessed in the context of specific targets.
- 7.2 In order to achieve the aims and objectives of the Travel Plan, a framework of targets and milestones for implementation is required, against which the success of the Travel Plan can be judged. The targets and milestones defined herein are designed to be transparent, realistic and justified in the context of current Government guidance.
- 7.3 The implementation of the Travel Plan will be structured in the form of an Action Plan that will define targets and milestones for the first 5 years of implementation. The Action Plan will be reviewed by the TPC prior to the annual review to check performance and identify the need for any corrective actions that may need to be put in place for the following period. Details of the Action Plan for the proposed development are outlined in Table 7.1.

Table 7.1 Action Plan

Action	Responsibility	Timescale
Provide infrastructure (i.e. cabling) for 'broadband' connections and secure cycle parking facilities for each dwelling	Applicant	During construction phase of development
Appoint organisation to perform the role of the TPC	Applicant	Prior to the occupation of the development
Implement Travel Plan process	TPC	Prior to 1 st occupation
Produce Travel Information Packs	Applicant and TPC	Prior to occupation of the development
Install notice boards	Applicant	Prior to occupation
Carry out initial resident travel surveys	TPC	Within 3 months of 50% occupation
Set up a BUG	TPC	Within 6 months of 50% occupation
Submit results of the initial surveys to WSCC's Travel Plan Advisor	TPC	Within 3 months of issuing the questionnaire to households
Re-issue the travel questionnaires to households	TPC	1, 3 and 5 years after the initial survey
Submit a Review Report to WSCC's Travel Plan Advisor	TPC	Within 3 months of re-issuing the travel surveys

Targets

- 7.4 The predominant indicator of the success of a Travel Plan is generally considered to be a change in the modal split of trips to and from the site with a greater proportion of trips by non-car modes and a reduction in the number of single occupancy vehicles.
- 7.5 Section 6 of the TA that has been prepared by MTP in support of the planning application sets for the application site contains figures for the predicted modal split of trips to and from the development based on 2011 census data for the Worthing 006 Middle Layer Super Output Area (MSOA). This data has been reproduced in Table 7.2 below.

Table 7.2 2011 Census Data for Worthing 006 MSOA

Mode of Transport	Resident Population
Car Driver	66.9%
Car Passenger	5.8%
Motorcycle, Moped or Scooter	1.4%
Taxi	0.4%
Public Transport	11.1%
On foot	9.5%
Bicycle	4.3%
Other	0.4%
TOTAL	100.0%

- 7.6 Based on the information contained in the Action Plan and on the data in Table 7.2, preliminary SMART targets of the Travel Plan have been set for the first 5 years of occupation. These preliminary targets are show in Table 7.3. Note these travel plan targets are preliminary and targets for the final Travel Plan would be agreed with Officers at WSCC.

Table 7.3 Preliminary Travel Plan Targets

Mode	Baseline % Modal Share	Target – End of Year 1	Target – End of Year 3	Target – End of Year 5
Car Driver	66.9%	61.9%	56.9%	51.9%
Car Passenger	5.5%	6.8%	7.8%	8.8%
Motorcycle	1.5%	1.5%	1.5%	1.5%
Taxi	0.4%	0.4%	0.4%	0.4%
Public Transport	11.1%	13.1%	15.1%	17.1%
On foot	9.6%	10.6%	11.6%	12.6%
Bicycle	4.3%	5.3%	6.3%	7.3%
Other	0.4%	0.4%	0.4%	0.4%
TOTAL	100%	100%	100%	100%

Remedial Measures

- 7.7 In the event that targets are not met, corrective measures will be put in place in consultation with the Travel Plan Officer during each review process. A review meeting with Officers at WSCC will take place to determine what measures can be taken to further reduce travel-related impacts and achieve a greater take up / reinforcement of the measures and incentives included within the Travel Plan.
- 7.8 If targets are not met within the agreed timeframe, the monitoring process will continue beyond 5 years until targets are met. The Management Company will continue to perform the role of TPC until the targets are met.

Appendix 1

A1



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 the Architect.
 Where applicable this drawing is to be read in conjunction with the
 Consultant's drawings.

REV	DESCRIPTION	DATE	AUTHOR	CHKD
P1	Preliminary Issue	12/06/19	PM/SWD	MB
P2	Amendments to Layout	18/06/20	MB/aa	MB
P3	Amendments to Layout	16/07/20	MB/aa	MB
P4	Amendments to Layout	15/04/23	MB/aa	MB
P5	Amendments to Layout and Outline Boundary	10/07/23	MB/aa	MB
P6	Amendments to Outline Boundary	15/07/23	MB/aa	MB

- KEY**
- Site Boundary (19.96 Ha)
 - Land in Applicant's Control (11.17 Ha)
 - Proposed Development Parcels
 - Indicative Development Units
 - Mixed Use Development Blocks
 - Key Space
 - Shared Surface
 - Courtyard
 - Mews Lane
 - Parkland
 - Open Space
 - Sustainable Drainage Strategy (SuDS)
 - Existing Vegetation
 - Proposed Vegetation
 - Proposed Planting to Northern Boundary
 - Potential New Pedestrian Route
 - Principal Vehicular Access Point
 - Principal Vehicular Route
 - ★ Potential Location of Play Area
 - 200m Walking Distance from Goring Station
 - Existing High Voltage Cable
 - Pylon Grounded
 - Potential Secondary Access
 - Proposed Car Park Entrance



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PROJECT
 Goring Station
 Goring-on-Sea
 For: Persimmon Thames Valley

DRAWING
 Concept Masterplan - 02

SCALE	DATE	AUTHOR	CHKD
1:1250 @ A1	12/06/19	PM/SWD	PM
FOR PLS	DRAWING NO.	REV	
PERS190227	CMP-02	P6	

Drawings



INDICATIVE



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Ordnance Survey Licence number: 100057360

Drawing Revisions

No	Rev	Date	Details	Chk
1	1	12/02/2019	First Issue	TW
2	2	03/07/2020	Revised drawing	TW

Client
Persimmon Homes Ltd
 (Thames Valley)

Project
Land North West of Goring Station, Goring by Sea

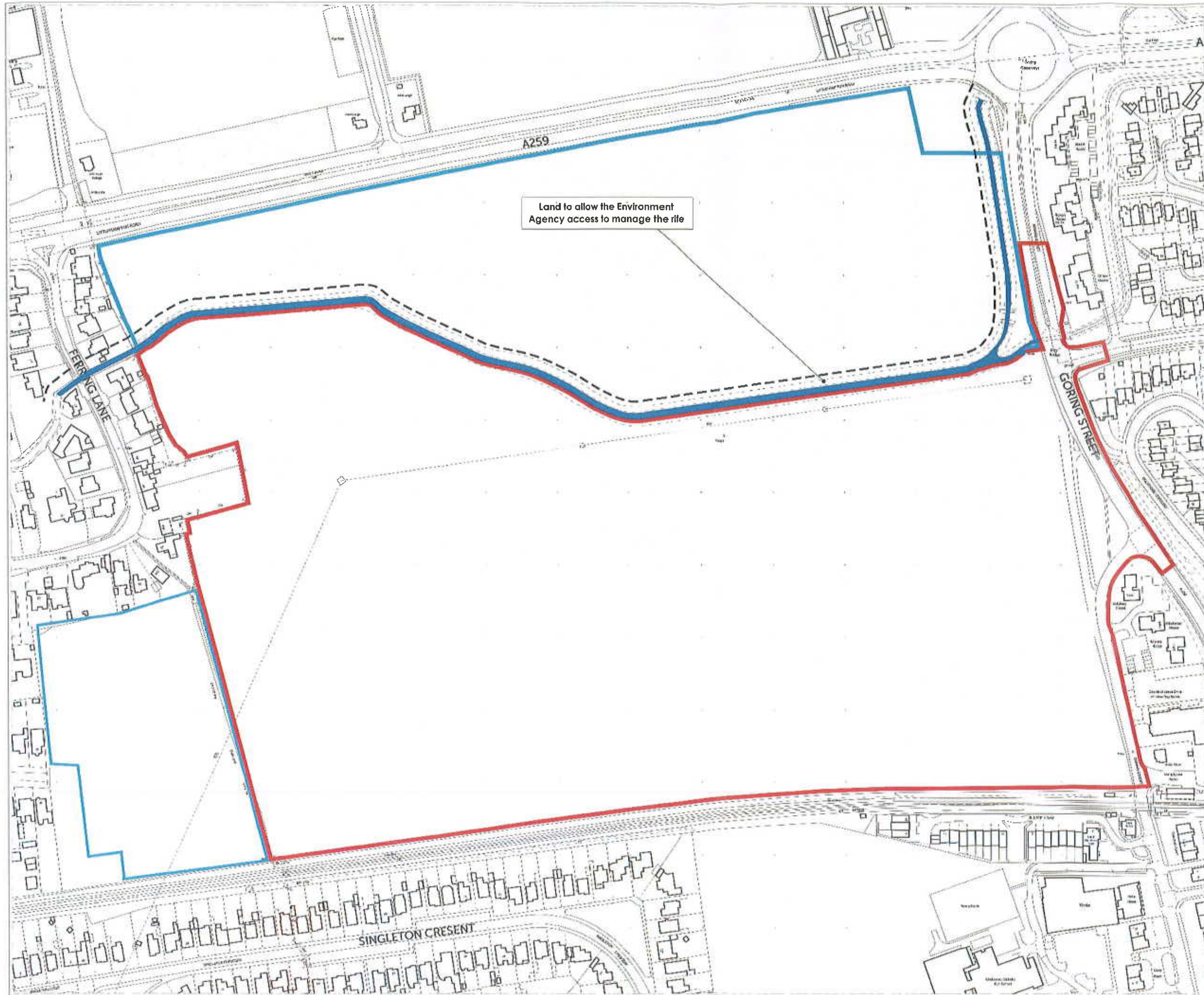
Title
Proposed Access Strategy


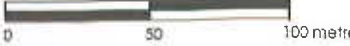
MILESTONE
 TRANSPORT PLANNING
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 Web: www.milestonetp.co.uk





Drawing Number
18122-001
 Scale
1,000 @ A3
 Revisions
A

ANNEX 7

Off Site Mitigation Plan (Plans 1 and 2)

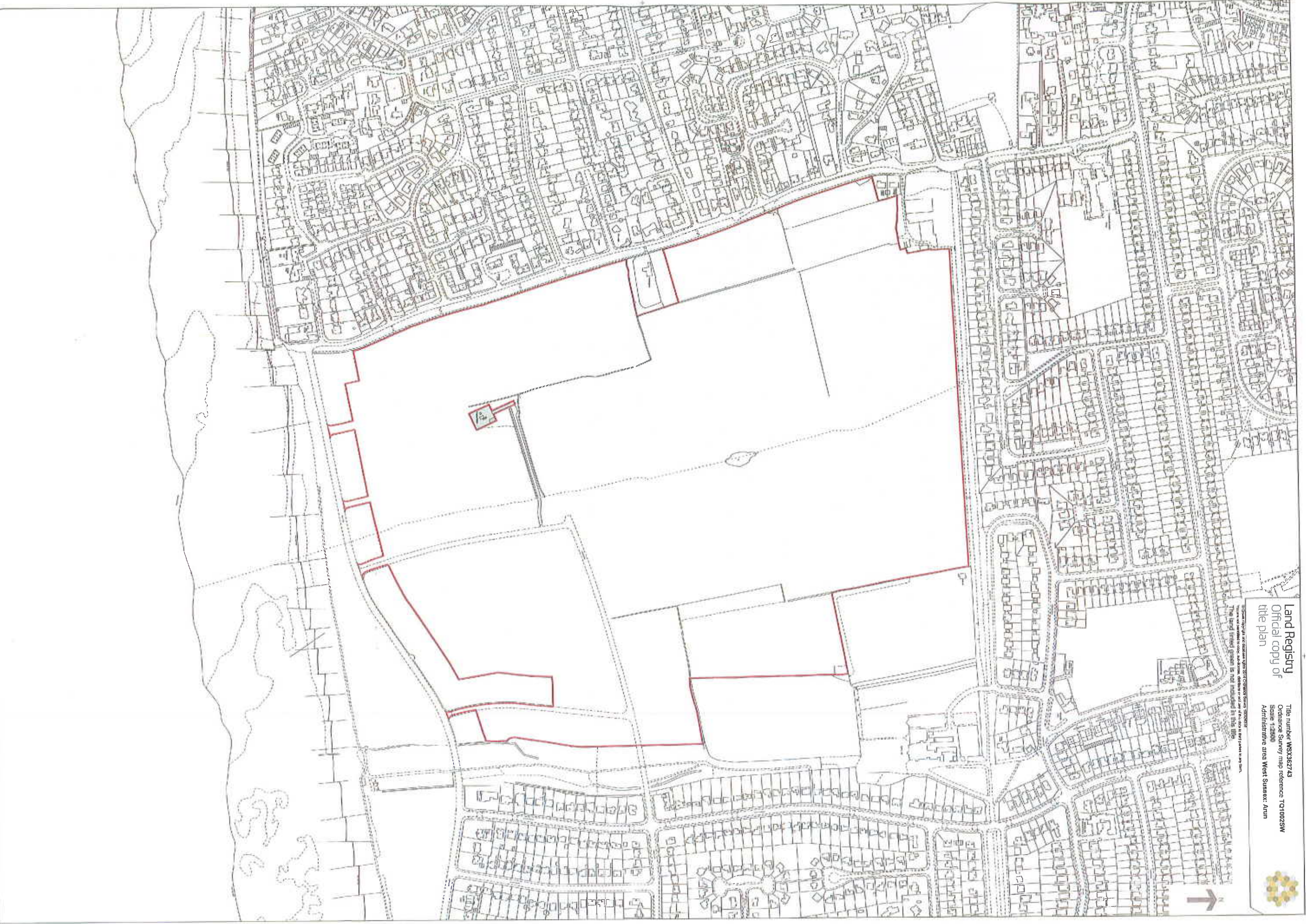


-  Site Boundary: 19.96ha
-  Land under applicants control: 11.17ha
-  Ferring Rife
-  8m buffer from Ferring Rife

Land to allow the Environment Agency access to manage the rife

Rev	Date	By	Description
 Dikes Bams, High Street, Ashwell, Hertfordshire SG7 5NT T 01462 743647 E oshwe@csaenvironmental.co.uk W csaenvironmental.co.uk			
Project		Goring Station, Goring	
Title		Ferring Rife buffer	
Client		Persimmon (Thames Valley)	
Scale	1:2500 @ A3	Drawn	RC
Date	Jan 2022	Checked	RR
Drawing No.	CSA/3256/114	Rev	-



Land Registry
 Official copy of
 title plan

Title number WSX32743
 Ordnance Survey map reference TQ1002SW
 Scale 1:2500
 Administrative area West Sussex; Arun



This is an official copy of the title plan. It is not a map and does not show the ground. The Land Registry does not accept any liability for any loss or damage caused by the use of this plan.

This official copy, issued on 1 December 2015, shows the state of this title plan on 30 November 2016 at 11:06:21. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by Land Registry, Coventry Office.

ANNEX 8

Open Space Calculator

COST CALCULATOR FOR DEVELOPER CONTRIBUTIONS

Step 1

Enter the total number of dwellings in the 'Enter number' column (cell B10)

N.B. At the time of writing A&W opted to use average household size rather than equivalent number of people per dwelling size.

The 'Total equivalent people column' (cell C10) will autocalculate using the average household size (2.2).

Now both the total number of dwellings (cell B10) and the total number of 'equivalent people' columns (cell C10) should be populated.

This will enable the open space requirement to be autocalculated (by typology and total open space) in square metres in the 'Total requirement (msq)' column and the Cost of provision (£), using the open space quantity standards ('Required msq per person') and costs ('Cost per msq') - see Section 8 of open space study report.

It will also indicate whether on site provision of open space is required ('On site required?'), where Y=yes and 0=no, based on the thresholds table (Table 8.5) in Section 8 of the open space study report (this does not consider existing open space provision which needs to be factored in e.g. if there is provision of open space near to the development in an area where there is good provision of open space, then it may be more appropriate to enhance existing provision, rather than require new provision on-site).

Step 2

For each open space typology, enter the area of open space that is planned on site in square metres, in the 'Enter actual provision on site (msq)' column (column M).

If the 'Enter actual provision on site (msq)' figure meets the minimum required open space quantity in the 'Required quantity on site (msq) column', then the 'contribution required' will be zero, as the full open space requirement is being provided.

However if no open space is being provided, or less than the 'Required quantity on site (msq)' is being provided, then the 'Contribution required' column will show the cost of the developer contribution required for off-site open space provision/enhancement, by subtracting the 'Value of provision' from the 'Cost of provision (£)'.
A commuted sum will be required where open space is required on site.

The annual commuted sum is calculated using the figure provided in the 'Enter actual provision provided on site msq' column, multiplied by the m2 maintenance costs for each typology, provided by Ethos as a separate spreadsheet and summarised in Section 8 of the open space study report.

Number of dwellings	Enter number	Equivalent people	Open Space requirement	Required msq per person	Cost per msq	Total requirement (msq)	Cost of provision (£)	On site required?	Required quantity on site (msq)	Enter actual provision on site (msq)	Value of provision	Contribution required	Commuted sum required	Annual commuted sum
1 bed	0	0	Allocments	2	22.34	418.00	£9,338	0	None	0	0	£9,338	0	0
2 bed	0	0	Amerity Green Space	6	20.24	1,254.00	£25,381	Y	1,254	1,254	25,381	£0	Y	965.58
3 bed	0	0	Parks & Recreation Grounds	8	92.94	1,672.00	£155,396	0	None	0	0	£155,396	0	0
4 bed	0	0	Play Space (Children)	0.6	168.76	125.40	£21,163	0	None	0	0	£21,163	0	0
5 bed	0	0	Play Space (Youth)	0.6	114.34	125.40	£14,338	0	None	0	0	£14,338	0	0
Elderley 1 bed	0	0	Natural Green Space	10	20.24	2,090.00	£42,302	0	None	0	0	£42,302	0	0
Elderley 2 bed	0	0												
TOTAL	95	209		27.20		5,665	£267,917		1,254		25,381	£242,536		965.58