

DATED 21st June 2018

HASTINGS BOROUGH COUNCIL (1)

- and -

HASTINGS BOROUGH COUNCIL (2)

- and -

EAST SUSSEX COUNTY COUNCIL (3)

- and-

EAST SUSSEX COUNTY COUNCIL (4)

DEED OF AGREEMENT

**pursuant to Section 106 of the Town and Country
Planning Act 1990**

- relating to -

**The Former St Leonards Academy Darwell Campus, Darwell
Close, St Leonards on Sea, East Sussex**

Planning Application HS/OA/15/00168

**Hastings Borough Council,
Muriel Matters House, Breeds Place, Hastings,
East Sussex
TN34 3UY**

AGREEMENT dated

21st June

2018

BETWEEN

- (1) **HASTINGS BOROUGH COUNCIL** of Muriel Matters House, Breeds Place, Hastings, East Sussex, TN34 3UY ('the Council')
- (2) **HASTINGS BOROUGH COUNCIL** of Muriel Matters House, Breeds Place, Hastings, East Sussex, TN34 3UY ('the Tenant')
- (3) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE ('the County Council')
- (4) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE ('the Owner')

RECITALS

- (A) The Council is the local planning authority for the administrative area within which the Site is situated and is the planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Tenant has a leasehold interest in part of the Site registered under ESX301115 for 21 years from 20th November 2006. The lease dated 22nd November 2006 relates to the multi-use games area ("MUGA") (which is to be replaced as part of the Planning Application. The lease is to be surrendered and a new lease entered into for a MUGA on alternative land. The Tenant gives consent under the terms of this Deed.
- (C) The County Council is the county planning authority for the purposes of Section 106 of the Act and the Highway Authority for the purposes of the 1980 Act for the administrative area in which the Site is situated.
- (D) The Owner is registered with absolute title to the Site under title number ESX32593.

- (E) The Owner submitted the Planning Application for the Development and the Council's Planning Committee resolved on 20th June 2018 to grant the Planning Permission subject to the completion of this Deed.
- (F) The Owner, Tenant, County Council and Council agree to enter into this Deed to provide (1) the Affordable Housing (2) the Libraries Contribution (3) the Rights of Way Contribution (4) the Transport Contribution (5) the Travel Plan (6) the Travel Plan Auditing Fee and (7) the Highway Works. The Council consider these necessary to make the development acceptable in planning terms as they are directly related to the development and fairly and reasonably related in scale and kind to the development.
- (G) The Parties agree that the obligations contained in this Deed are in accordance with paragraphs 203 to 206 of the National Planning Policy Framework and satisfy the requirement of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).
- (H) The Council has not adopted the Community Infrastructure Levy tariff.

NOW THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed where the context so admits the following expressions shall have the following meanings:

Act means the Town and Country Planning Act 1990 (as amended).

1980 Act means the Highways Act 1980.

Affordable Housing means subsidised housing that will be made available by the Nominated Registered Provider to persons who cannot afford to rent or buy housing

generally available on the open market.

Affordable Housing Agreement

means an agreement based on the terms of negotiations between the Owner and the Nominated Registered Provider by which those parties (and any necessary third party) agree for the construction and sale of the Affordable Housing Units to the Nominated Registered Provider.

Affordable Housing Contribution

Where the percentage requirement of Affordable Housing Units does not produce a whole number of Dwellings, the number of Dwellings required on-site in respect of the Affordable Housing will be rounded down and a financial payment 'the Affordable Housing Contribution' will be required for the remainder. The Affordable Housing Contribution (if any) is to agreed in accordance with Policy H3 of the Hastings Planning Strategy 2014 and be spent by the Council towards the provision of any one or more types (as decided in the Council's sole discretion) of Affordable Housing.

Affordable Housing Units

means twenty five percent (25%) of Dwellings constructed on the Site pursuant to the Planning Permission which shall be for use as Affordable Housing to be built in accordance with HCA Development Standards, their location within the Development, size and type to be approved (such approval not to be unreasonably withheld or delayed) by the Housing Needs and Policy Manager prior to Commencement of Development. The tenure mix between Affordable Rent and Shared Ownership shall be in accordance with the current policy of the Council or legislation current at

the time such Affordable Housing is to be provided or such other mix as is agreed between the Council and the Owner and in accordance with the Nominations Agreement.

Affordable Rent

means rent which is not determined by the regulator through the national rent regime, but which are rents of up to 80% of open market rental value (including service charges) paid in Hastings Borough for the unit type such rent to be in accordance with guidance issued by the HCA from time to time and the National Planning Policy Framework.

**Assistant Chief Executive,
Governance Services**

means the Assistant Chief Executive, Governance Services for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his.

Chargee

means any mortgagee or chargee of the Nominated Registered Provider or any administrator (including a housing administrator) receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

**Commencement
of Development**

The Commencement of the Development within this Deed shall have the same meaning as ascribed to a 'material operation' by Section 56(4) of the 1990 Act and for the purposes of determining whether or not a material operation has been

carried out there shall be disregarded such operations as site clearance, archaeological investigations, demolition work, 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 and the temporary display of site notices or advertisements and "Commenced" and "Commencement" shall be construed accordingly.

Construction Index

means the All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other index as the County Council may reasonably nominate in the event that the All-in Tender Price Index shall no longer be published or its name or methodology be materially altered.

means the total of:-

County Contribution

- a) Libraries Contribution
- b) Rights of Way Contribution
- c) Transport Contribution

Development

means redevelopment of the Former St Leonards Academy Darwell Campus, Darwell Close, St Leonards on Sea, East Sussex of up to 210 units with associated open space, play areas, landscaping and access as described in the Planning Application.

Director	means the Director of Communities, Economy & Transport for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his.
Dwelling	means any unit(s) of self contained residential accommodation within the meaning of Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 as amended including any flat apartment or maisonette comprised in the Development.
HCA	means the Homes and Communities Agency or successors to its functions in setting affordable housing standards and rents.
HCA Development Standards	means standards of the HCA which apply at the time of the commencement of construction of the Affordable Housing Units.
Highway Works	means the works set out in Part 5 of Schedule 5 of this Deed.
Highway Drawing	means drawing number AD031 which is attached to this Deed and verified by being signed or initialled by or on behalf of each party hereto showing the Highway Works which may be subject to amendments as agreed by the Director.
Housing Needs and Policy Manager	means the Housing Needs and Policy Manager for the time being of the Council and shall include his / her duly authorised agents and representatives and any successor.
Indexation	means that where a sum payable under this Deed

is required to reflect changing costs the sum shall be increased in accordance with the provisions of Clause 7 of this Deed and "Index Linked" shall be construed accordingly.

Inflation Index

means the "all items" index figure of the Retail Prices Index published by the Office for National Statistics and if the name or basis of computation of such index should change any official replacement of the said index by the Office of National Statistics and in the absence of such official replacement such other index as may be agreed between the Owner and County Council.

**Libraries
Contribution**

means a financial contribution towards the costs of additional library facilities at Hastings Library calculated using the following formula:-

the sum total of the number of Dwellings x £263

save to the extent that this is altered by the provisions of Clause 6.2 and 7.1 (interest and Indexation).

Market Housing Units

means that part of the Residential Development which is not Affordable Housing and use of the term Market Housing Unit in the singular shall be taken to refer to a Dwelling in that part of the Development which is not an Affordable Housing Unit.

**Nominated
Registered Provider**

means a housing association or such other body registered under Section 112 of the Housing and Regeneration Act 2008 (as amended by the

Localism Act 2011 and approved by the Council (such approval not to be unreasonably withheld or delayed) or such approved body's wholly owned subsidiary.

Nomination Agreement

means the agreement to be entered into by the Nominated Registered Provider and the Council in respect of the Affordable Housing Units in the terms which are substantially set out in Schedule 2 to this Deed or such other terms as agreed between the Nominated Registered Provider and the Council.

Occupation

means first beneficial occupation for any use permitted by the Planning Permission but not including occupation for the purposes of construction fitting out marketing security or repair and Occupy and Occupied shall be construed accordingly.

Parties

means the Council (1) Tenant (2) Owner (3) and County Council (4) and "Party" shall mean any one of them (as the context requires).

Payment Notice

means a notice in the form set out in Schedule 4.

Plan

means the plan numbered 2515 attached to this Deed.

Planning Application

means the application and amendment with reference number HS/OA/15/00168.

Planning Obligations

means the obligations entered into by the Owner set out in this Deed.

Planning Permission means the outline planning permission subject to conditions to be granted by the Council in pursuance of the Planning Application in the form of the draft attached to Schedule 3 and shall also include any subsequent application submitted pursuant to s73 of the Act.

Protected Tenant means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

means a financial contribution towards the costs of improvements to the Rights of Way network in the

**Rights of Way
Contribution**

St Leonards on Sea area calculated using the following formula:

the sum of the number of Dwellings x £24

save to the extent that this is altered by the provisions of Clause 6.2 and 7.1 (interest and Indexation).

**Section 278
Agreement**

means an agreement substantially in the form of the County Council's standard document made under section 278 of the 1980 Act to secure the carrying out of the Highway Works in a form to be agreed between the Owner and the County Council acting reasonably.

**Shared Ownership
Units**

Means Affordable Housing units part purchased and part rented capable of being fully purchased.

Specified Date

means the date specified in the relevant clause or paragraph upon which an event is to occur which will trigger an obligation arising under this Deed to be performed or a payment made or if no date is specified then 21 days after the occurrence of the event triggering the relevant obligation or payment.

Site

means the area of land described in the Planning Application and shown for identification purposes only edged red on the Plan.

Transport

means a financial contribution of Two Hundred and Fifty Thousand Pounds (£250,000) toward the cost

Contribution	of highways improvements set out in the Hastings Local Plan – Infrastructure Delivery Plan save to the extent that this is altered by the provisions of Clause 6.2 and 7.1 (interest and Indexation)..
Travel Plan	means the travel plan referred to in Part 5 of Schedule 1.
Travel Plan Auditing Fee	means the sum of Six Thousand POUNDS (£6000) towards the cost of reviewing the Travel Plan save to the extent that this is altered by the provisions of Clause 6.2 and 7.1 (interest and Indexation)..

STATUTORY AUTHORITIES

- 1.2 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 the 1980 Act and Section 1 of the Localism Act 2011 and all other enabling powers.
- 1.3 The Planning Obligations contained in this Deed are Planning Obligations for the purposes of Section 106 of the Act whether expressed to be planning obligations or not and are enforceable by the Council against the Owner and any person deriving title from the Owner.
- 1.4 The obligations are undertaken by the Owner with the intention that they shall bind its interests in the Site and shall be enforceable by the Council as the local planning authority for the area of the Site.
- 1.5 Except insofar as legally or equitably permitted nothing in this Deed shall fetter or restrict the discretion of the Council or the County Council in the exercise of its powers under any statutory enactment or other enabling power for the time being in force.

CONDITIONALITY

1.6 It is hereby agreed and declared that, save for the provisions of clause 1.19 and Paragraphs 1.1 and 1.2 of Part 4 of Schedule 1 which shall have effect on the date of this Deed the obligations under this Deed shall not have effect unless and until,

1.6.1 The grant of the Planning Permission by the Council; and

1.6.2 The Commencement of the Development has occurred.

THE OWNER'S COVENANTS

1.7 The Owner undertakes to the Council that they will carry out and comply with the restrictions and requirements set out in Schedule 1 and clause 1.19 of this Deed.

1.8 The County Council covenants with the Council that it will carry out and comply with the requirements set out in Schedule 5.

THE COUNCIL'S COVENANTS

1.9 The Council covenants with the Owner that it will issue the Planning Permission in the form attached within seven (7) days from the date hereof.

RELEASE AND DISCHARGE

1.10 The Owner and any successor or assignee with an interest in the Site shall cease to have any statutory or contractual obligation or liability under the terms of this Deed in relation to the Site or any part of it once it shall have parted with all its respective interest in the Site or the relevant part thereof save in so far as it relates to any relevant prior breach of its obligations under this Deed.

1.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed or prevent any subsequent

Section 106 Agreement being entered into in respect of the Site which might vary or supersede this Deed.

- 1.12 The Council shall within twenty (20) working days of the written request of the Owner provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed or (as relevant) shall provide the Owner with details and information regarding what is outstanding. The Council shall also (on request) provide written confirmation of the discharge of the planning conditions attaching to the Planning Permission when satisfied that such conditions have been performed or (as relevant) shall provide the Owner with details and information regarding what is outstanding.
- 1.13 On performance or discharge of the obligations in Schedule 1 the Council will at the request of the Owner cancel all entries relating to this Deed on the Register of Local Land Charges.
- 1.14 None of the terms obligations and covenants in this Agreement shall be binding upon or enforceable against:
- 1.14.1 the owner-occupier or tenant of any Dwelling which has been completed and purchased from the Owner or its successors in title
- 1.14.2 any statutory undertakers in relation to any part or parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or the provision of other infrastructure as may be required to fulfil their statutory functions.

NOTICES

- 1.15 Any notice or other written communication to be served or given to or upon any Party shall be in writing and shall be sent to the address provided in this Clause 1.15 or such substitute address in England as may from time to time have been notified in writing by that Party.

The Council and the Tenant

Contact: Chief Legal Officer

Address: Muriel Matters House, Breeds Place, Hastings, East Sussex
TN34 3UY

The County Council and the Owner:

Contact: Assistant Chief Executive, Governance Services

Address: East Sussex County Council, County Hall,
St. Anne's Crescent, Lewes, East Sussex BN7 1UE

1.16 A notice may be served by:

1.16.1 hand delivery to the notice address;

1.16.2 registered or recorded delivery post;

1.17 Any notice served shall be deemed to have been validly served or given

1.17.1 If personally delivered at the time of delivery.

1.17.2 If posted at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom.

1.17.3 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority in a pre-paid first class envelope or recorded delivery envelope as the case may be.

THIRD PARTY RIGHTS

1.18 No third party is intended to have a right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

COST OF AGREEMENT

- 1.19 The reasonable legal and administrative cost of the Council in connection with the preparation and execution of this Deed shall be paid by the Owner on execution of this Deed.

MORTGAGEE IN POSSESSION AND OTHER EXCLUSIONS

- 1.20 In the event of:

1.20.1 any affordable housing provider and or Chargee exercising its power of sale of the Affordable Housing Units; or

1.20.2 any person under the right to buy or right to acquire or upon compulsory acquisition so buying or acquiring any of the Affordable Housing Units,

this Deed shall not be binding on the Chargee or such person so buying or acquiring or any person deriving title from or any successor in title to such Chargee.

- 1.21 The provisions of this Deed shall not be binding upon the owners or occupiers of individual Dwellings, their mortgagees or receivers or the successors in title to such mortgagees or receivers or those deriving title from them.

MISCELLANEOUS

- 1.22 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.23 Where reference is made to a Clause, Plan, Recital, Schedule or Paragraph such reference (unless the context requires otherwise) is a reference to a clause, plan, recital, schedule or paragraph contained in (or in the case of plans attached to) this Deed.
- 1.24 For the avoidance of doubt the provisions of this Deed shall not have any effect until this document has been dated.

- 1.25 Reference to the Council and the County Council shall include any successors to their functions as local planning authority, county planning authority or highway authority and references to the Owner include successors in title to that part of the Site in its ownership and references to any other party include the successors in title of that party.
- 1.26 The Planning Obligations restrictions and requirements contained in this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.
- 1.27 References to statutes by-laws regulation order and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same.
- 1.28 The singular includes the plural.
- 1.29 Where a Party includes more than one person any obligations of that Party shall be joint and several.
- 1.30 If any provision or sub-provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

2. DISPUTE RESOLUTION

- 2.1 In the event of there being any dispute between the Parties in respect of any matter to be agreed pursuant to this Deed such dispute shall be determined in accordance with this Clause and any Party may at any time require by notice to the other Parties an independent expert to be appointed to resolve the dispute.
- 2.2 The expert (who shall be a person having not less than 10 (ten) years experience of the type of dispute in question) shall be agreed upon by the Parties within 4 (four) weeks of the notice pursuant to Clause 2.1 and in default of such agreement shall be appointed by the President for the time

being of the Royal Institution of Chartered Surveyors or the Law Society (as appropriate) on the application of the Party or Parties made at any time thereafter.

- 2.3 The expert shall give notice of his appointment to the Parties and invite them to submit written representations to him and if any submissions are received the expert will provide them to the other Party within a specified period (which will not exceed 4 (four) weeks) if they wish with an invitation to respond within a specified period (not exceeding 2 (two) weeks).
- 2.4 The expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said specified period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment.
- 2.5 The expert shall give notice in writing of his decision with reasons therefore to the Parties within 2 (two) months of his appointment or within such extended period as the Parties may together allow.
- 2.6 The decision of the expert shall be final on all matters referred to him and in the absence of manifest error or fraud shall be binding on the Parties.
- 2.7 If for any reason the expert fails to give notice of his decision within the time and in the manner herein before provided the Party or Parties may apply to the President of the Royal Institution of Chartered Surveyors or the Law Society (as appropriate) for a substitute to be appointed in his place and the procedure may be repeated as many times as necessary.
- 2.8 Each Party shall bear its own costs save that the cost of appointing the expert and the fees of the expert and of the Royal Institution of Chartered Surveyors or of the Law Society (as appropriate) and any costs properly incurred by the expert arriving at his determination (including any fees and costs of any advisers of the expert) shall be in the expert's decision.

2.9 It is agreed that nothing in this Clause shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

3. WARRANTY AS TO TITLE

The Owner confirms and warrants to the Council that it has not leased mortgaged charged or otherwise knowingly created any legal interest (as defined by Section 106 of the Act) in the Site at the date of this Deed and that Recital C of this Deed is correct and accurate in every respect.

4. WAIVER

The Owner undertakes that no waiver (whether express or implied) by the Council 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 from enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.

5. SPECIFIED DATE AND PAYMENT NOTICE

The Owner agrees with the Council and the County Council that where this Deed imposes a requirement for the payment of a financial contribution on a Specified Date:-

5.1 notice of the Specified Date shall be given to the Council or the County Council as appropriate in the form of the Payment Notice not more than seven days after such Specified Date

5.2 if the notice of a Specified Date is not given the Council or the County Council as appropriate shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

5.3 to make the payment due under this Deed to the Council or the County Council as appropriate and to attach a fully completed Payment Notice with such payment.

6. PAYMENT OF SUMS DUE

6.1 All sums payable under this Deed shall (unless otherwise stated in this Deed) become due fourteen days after the Specified Date and shall henceforth be debts due to the Council or the County Council (as relevant) recoverable by action as a simple contract debt and may be deducted from any monies due to the Owner from the Council or the County Council under any contract agreement or arrangement whatsoever.

6.2 If any such sums are not paid by the Due Date then the Owner shall thereafter be liable to pay to the Council or the County Council (as relevant) interest on the same calculated on a daily basis at a daily rate of 1/365th of the annual rate of interest of 4% per annum greater than the National Westminster Bank PLC base rate in force from time to time from the Specified Date to the date of payment thereof.

7. INDEX LINKING

7.1 The County Contribution shall be Index Linked so that the sum actually payable shall be recalculated by the application of the following formula:-

$$A = \frac{B \times C}{D}$$

D

where: A is the sum actually payable on the relevant Specified Date

B is the original sum mentioned in this Deed

C is the Construction Index for the quarter immediately preceding the relevant Specified Date

D is the Construction Index for the quarter immediately preceding the date of this Deed

C divided by D is equal to or greater than 1.

7.2 In the event that the Travel Plan Auditing Fee shall become due after the date of this Deed the Travel Plan Auditing Fee shall be the amount arrived at by the following

$$A = \frac{B \times C}{D}$$

D

where

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in Clause 1 hereof

C is the Inflation Index for the month preceding the relevant Specified Date

D is the Inflation Index for the month preceding the date of this Deed

C divided by D is equal to or greater than 1.

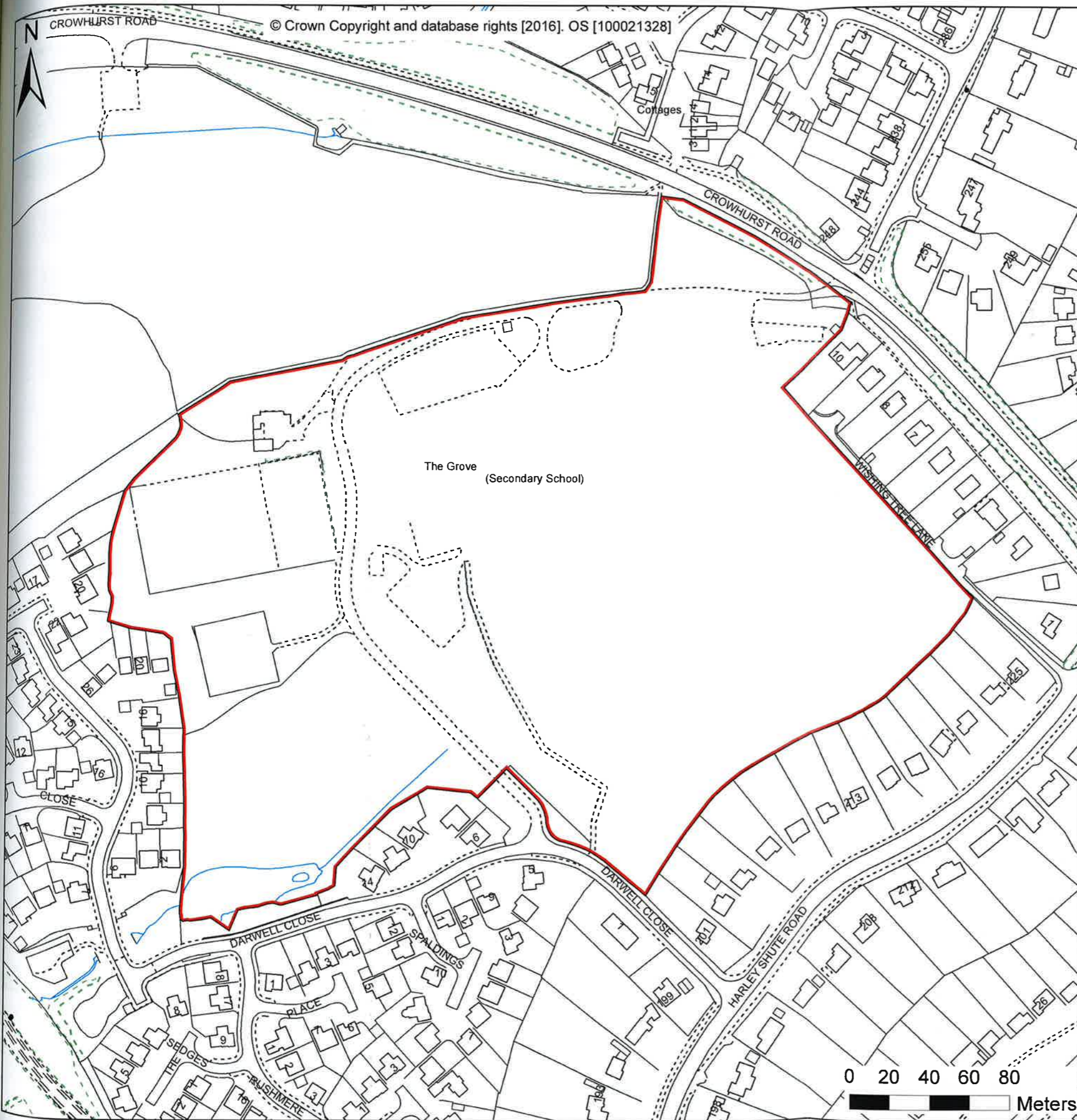
8. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

PLANS

Plan

Freeman



 Development Site



JD

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Hastings Borough Council
Aquila House, Breeds Place,
Hastings, East Sussex TN34 3UY
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S. Dodman

Title: **SECTION 106 AGREEMENT BETWEEN
HASTINGS BOROUGH COUNCIL AND
EAST SUSSEX COUNTY COUNCIL ON
FORMER THE ST LEONARDS ACADEMY
DARWELL CAMPUS, DARWELL CLOSE
ST LEONARDS-ON-SEA TN38 9JP**

Scale: 1:2,000

Date: Dec 2016

Drawing No. 2515

Drawn: ST



Jane Hammett

Accommodation & legend

Accommodation & legend	Parking	Dwellings	Affordable home plots
Flats - shown thus - one three storey block provides 6 no 2 bedroom, 3 person flats & 14 no 1 bedroom, 2 person flats. Plots 56 to 75 provide 2 person and 3 person affordable homes		20	56 to 75 three storey flats. 14no 1 bed, 2p. 6no 2 bed 3p. 20 Flats.
Resident parking spaces.	20+1 dis		
56 no 2 Bedroom 4 person Terraced houses - Type 1 - drawn thus. No garages but detached car ports provided.		56	plots 12 & 13, 17 & 18, 195 - 198. 8 houses
Resident parking spaces.		56	
74no 3 Bedroom 5 person detached, semi detached or terraced houses - Type 2 - drawn thus. Footprint includes 6mx3m garage and drive in all cases.		74	plots 10, 11, 148 to 151, 158 & 159. 8 houses
Resident parking spaces & garages.		148	
42no 4 Bedroom 6 or 7 person detached, semi detached or terraced houses - as type 2 but with additional bedroom over garage drawn thus. Footprint includes 6mx3m garage and drive in all cases.		42	plots 76 to 78, 90 & 91. 5 houses.
Resident parking spaces.		84	
6no 4 or 5 bedroom detached or semi detached houses - Type 4 - drawn thus. Footprint includes double garage and drive in all cases. 5th bedroom requires a bedroom and bathroom above the garage.		6	plots 120 & 121. 2 houses.
Resident parking spaces.		12	
12no 3 Bedroom, 6 person, detached, semi detached or terraced houses Type 5 drawn thus. Footprint includes 6mx3m garage and drive in all cases.		12	plots 74, 75, 87, 88, 128 to 133. 10 houses.
Resident parking spaces.		24	
Sub total Resident Spaces.		344	
Visitor parking area 1.		4	
Visitor parking area 2.		4	
Visitor parking area 3.		8	
Visitor parking area 4.		9	
Visitor parking area 5.		10	
Visitor parking area 6.		7	
Visitor parking area 7.		9	
Visitor parking area 8.		17	
Visitor parking area 9.		3	
Visitor parking area 10.		3	
Visitor parking area 11.		17	
Visitor parking area 12.		3	
Visitor parking area 13.		8	
Visitor parking area 14.		8	
Visitor parking area 15.		2	
Visitor parking area 16.		2	
Visitor parking area 17.		3	
Visitor parking area 18.		3	
Visitor parking area 19.		9	
Visitor parking area 20.		3	
Sub total Visitor Spaces. Excludes disabled bays.		132	
Totals.		476	53 (25%)

- Areas crossed thus are suggested owners car ports as opposed to parking spaces.
- Trees shown in this way are existing trees to remain.
- Trees shown in this way are existing trees to be removed.
- Trees shown in this way are suggested as new trees. The preference is to plant compact columnar birch trees to create a single type avenue effect to replace lost trees using Betula Pendula "Obelisk" & to enhance street scenes.

NB - Houses 134 to 146 are shown elevated above the Old School Drive to permit foul drainage from occupied areas to exit to higher ground at the rear as the buildings are located at the lowest point on the site with the least potential for gravity foul drainage design.

Housing Density is limited by the retention of the existing woodland/pond area. If this were excluded the site area would be 7.506 ha and a revised calculation would give rise to a density of 27.97 DPH which approximates to the norm of 30 DPH for this type of development.

Note:
Do not scale this drawing.
All levels and dimensions are to be checked on site.
This drawing is to be read in conjunction with all relevant consultants' requirements, drawings and specifications.
Any discrepancies between consultants' drawings to be reported to the Contract Administrator before any relevant work commences.

Note:
As drawn 190 houses plus a three storey block of flats (20 flats) giving a total of 210 dwellings on a site area of 9.326 hectares (22.5 DPH). Development density is reduced by the retention of woodland on site and a 15m margin adjacent to ancient woodland along the north boundary.
Both semi detached and terraced houses with three or more bedrooms have integral garages. The Multi Use games area is shown relocated onto a former basket ball court area and edge of woodland. It is suggested that an elevated boardwalk area is provided in the woodland as a fitness trail and wildlife observation path. This is not a scheme. It has been produced as a study to assess the road and infrastructure potential of the site given the limitations of access, topography and the available development area, taking into account natural and utility limitations as they are presently understood. This study assumes that the gas mains are re routed to make best use of the land available. Suggested road names are notions based upon the history of the site and have not been agreed with anyone. The suggestions should aid communication during public consultations.



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1:1250

Freeman



S. Dodman



Miller

Rev	Date	Description	Drawn	Checked	Status
PI	03.02.15	Final issue	pd	PSD	
A	11.07.15	Road width adjusted to suit tracking information from Highways consultant	pd	PEd	

Former Grove School site
St. Leonards, Hastings

Location plan & housing layout study

Scale: 1:1250 @ A1

Plot No: 4360

Drawn: AD031

Rev: A

111, East Sussex
BN1 4QW
T: 01 233 41 139
design@miller-bourne.co.uk

SCHEDULE 1

The Owner's Obligations to the Council

PART 1

Notice of Implementation

The Owner hereby covenants with the Council to provide the Council with no less than 10 (ten) working days prior written notice of Implementation.

PART 2

Affordable Housing

The Owner hereby covenants with the Council:

- 1.1.1 Not to Occupy or allow Occupation of the Development until the Affordable Housing Agreement has been completed.
- 1.1.2 To construct the Affordable Housing Units to meet or exceed any HCA Development Standards which are imposed by the HCA or to meet or exceed those Housing Corporation Standards which are imposed by the HCA (whichever are applicable at Implementation).
- 1.1.3 Not to Occupy or cause or permit the Occupation of the Affordable Housing Units for any purpose other than for Affordable Housing AND that the tenure of all the Affordable Housing Units will be Shared Ownership and Affordable Rent save that this obligation shall not be binding on:
 - 1.1.3.1 any Protected Tenant or any mortgagee or charges of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 1.1.3.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

- 1.1.4 To transfer the Affordable Housing Units to the Nominated Registered Provider by means of and pursuant to the Affordable Housing Agreement.
- 1.1.5 Not to Occupy or cause or allow the Occupation of more than fifty percent (50%) of the Market Housing Units until fifty percent (50%) of the Affordable Housing Units have been transferred to the Nominated Registered Provider.
- 1.1.6 To use reasonable endeavours to market and sell the Shared Ownership Units to people with a Local Connection to Hastings. For the first sale local connection criteria will apply for the first three (3) months. If after the period of three (3) months from practical completion of the Shared Home Ownership Units a contract of sale for the Shared Home Ownership Units has not been entered into the Owner may market and sell the Shared Ownership Units to people with a housing need from outside the Borough of Hastings.
- 1.1.7 For any re-sales local connection criteria will apply for the first three (3) months from notification in writing to the Council by the Nominated Registered Provider that the Shared Ownership Unit is to be re-marketed. If after the period of three (3) months from receipt of such notification a contract of sale for the Shared Home Ownership Unit has not been entered into the Owner may market and re-sell the Shared Home Ownership Unit to people with a housing need from outside the Borough of Hastings.
- 1.2 To pay the Affordable Housing Contribution in full to the Council prior to Occupation of the Development.
- 1.3 Not to Occupy or cause or permit Occupation of the Development until the Affordable Housing Contribution has been paid in full to the Council.
- 1.4 Not to use or Occupy any part of the Site unless and until the covenants restrictions and obligations contained in this Schedule have been complied with in full.

Part 3

Financial Contributions

The Owner hereby covenants with the Council:

1. To pay the Library Contribution and the Rights of Way Contribution to the County Council prior to Occupation of the first (1st) Market Housing Unit to be Occupied.
2. Not to Occupy or cause or allow Occupation of the first (1st) Market Housing Unit to be Occupied until the Library Contribution and the Rights of Way Contribution have been paid to the County Council in full.
3. To pay 50% of the Transport Contribution to the County Council prior to the Occupation of the fortieth (40th) Market Housing Unit to be Occupied.
4. Not to Occupy or cause to allow the Occupation of the fortieth (40th) Market Dwelling Unit to be Occupied until 50% of the Transport Contribution has been paid to the County Council.
5. To pay the remaining 50% of the Transport Contribution to the County Council prior to the Occupation of the One Hundredth (100th) Market Housing Unit to be Occupied.
6. Not to Occupy or cause or allow Occupation of the One Hundredth (100th) Market Housing Unit to be Occupied until the remaining 50% of the Transport Contribution have been paid to the County Council in full.

Part 4

Highway Works

1 HIGHWAY WORKS

The Owner hereby covenants with the Council

- 1.1 that prior to Commencement of Development it will enter into the Section 278 Agreement with the County Council to secure the carrying out of the Highway Works.
- 1.2 not to Commence Development until it has entered into the Section 278 Agreement paying all of the County Council's proper and reasonable legal costs relating to the Section 278 Agreement
- 1.3 that prior to Occupation of any Dwelling it will complete the Highway Works in accordance with the provisions of the Section 278 Agreement
- 1.4 not to Occupy or cause or allow the Occupation of any Dwelling until it has completed the Highway Works in accordance with the provisions of the Section 278 Agreement.

Part 5

Highway Works

The Highway Works are to include:-

- 1) A new vehicular access into the Site including footways and a crossing point with tactile paving
- 2) An extension of the footway on the north side of Darwell Close leading into the Site on either side of the existing school access.
- 3) The provision of a right hand turn lane or alternative alteration of the Harley Shute Lane/Darwell Close junction.

as illustrated on the Highway Drawing together with any other ancillary works reasonably required by the Director.

Part 6

Travel Plan

TRAVEL PLAN

The Owner hereby covenants with the Council as follows:

1 THE PRELIMINARY DRAFT TRAVEL PLAN

1.1 Prior to the first Occupation of any part of the Development to prepare and submit to the County Council a preliminary draft version of the Travel Plan ("the Preliminary Draft Travel Plan") such plan to:

1.1.1 be based on and consistent with the analysis contained in the Transport Assessments submitted in support of the planning application and dated February 2015 ("the Transport Assessment") and in accordance with the aims and objectives of the County Council's Guidance on Travel Plans for New Development (September 2008);

1.1.2 identify modal share targets to achieve year-on-year reductions in car use journeys to and from the Development ("the Preliminary Draft Travel Plan Objectives");

1.1.3 identify measures and initiatives to achieve the Preliminary Draft Travel Plan Objectives; and

1.1.4 include methodologies of the measurement and monitoring of the extent to which the Preliminary Draft Travel Plan Objectives are achieved.

2 THE DRAFT TRAVEL PLAN

2.1 Not to Occupy or cause or allow to be Occupied any part of the Development until:

2.1.1 the Preliminary Draft Travel Plan including any appropriate adjustments ("the Draft Travel Plan") has been approved in writing by the County Council

2.1.2 the Travel Plan Auditing Fee has been paid to the County Council in full

2.2 To use reasonable endeavours to achieve the Preliminary Draft Travel Plan Objectives from the date of approval in writing by the County Council of the Draft Travel Plan.

3 THE REVISED DRAFT TRAVEL PLAN

Following conclusion of the first six (6) months of the first Occupation of any part of the Development to prepare and not later than the conclusion of the first eight (8) months of Occupation of the Development submit to the County Council a draft version of the revised Travel Plan ("the Revised Draft Travel Plan") which will:-

3.1. be based on the Draft Travel Plan; and

3.2. take account of a transport survey undertaken at the time of preparation of the Revised Draft Travel Plan of the transport patterns and demands arising from the use and occupation of the Development; and

3.3 set modal share targets to achieve year-on-year reductions in car use journeys to and from the Development ("the Revised Draft Travel Plan Objectives"); and

3.4 identify measures and initiatives to achieve the Revised Draft Travel Plan Objectives; and

3.5 include methodologies for the measurement and monitoring of the Revised Travel Plan

4 THE TRAVEL PLAN

- 4.1 Not later than the conclusion of the first twelve (12) months following first (1st) Occupation of any part of the Development to submit the Revised Draft Travel Plan including any adjustments ("the Travel Plan") to the County Council for approval in writing by the County Council (such approval not to be unreasonably withheld or delayed).
- 4.2 To use reasonable endeavours to achieve modal share targets to achieve year-on-year reductions in car use journeys to and from the Development set by the Travel Plan ("the Travel Plan Objectives") from the date of approval in writing by the County Council of the Travel Plan
- 4.3 To measure in accordance with the methodology(ies) detailed in the Travel Plan the extent to which the Travel Plan Objectives have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the Travel Plan for a period of five (5) years from the date of the first measurement exercise.
- 4.4 To produce to the County Council a report on the extent to which the Travel Plan Objectives are being achieved ("the Monitoring Report") immediately following each of the measurement exercises described at paragraph 4.3 of this Schedule.
- 4.5 To implement forthwith further reasonable and suitable measures and initiatives (such measures and initiatives to be subject to the prior written approval of the County Council) ("the Approved Measures") to achieve the Travel Plan Objectives if the Monitoring Report reveals the Travel Plan Objectives are not being achieved in full
- 4.6 If:-
- a) the Owners fail to produce the Revised Draft Travel Plan to the County Council within eight (8) months of first Occupation of the Development;
or
 - b) upon receipt by the County Council of the next Monitoring Report following the approval of the Approved Measures it transpires that the Approved Measures have not been implemented in full

on each occasion the Owner shall pay to the County Council all direct and indirect costs on a full indemnity basis of implementation of the Approved Measures by the County Council and for avoidance of doubt those shall include (but shall not be limited to) the costs and fees of any independent consultant and the administrative expenses of the County Council's Officers based upon such Officers' hourly rates of charge for the additional time incurred in implementing the Approved Measures SUBJECT TO a maximum liability of One Hundred Thousand POUNDS (£100,000)

SCHEDULE 2

The Draft Nomination Agreement

The Nomination Agreement

THIS DEED OF NOMINATION RIGHTS is made the _____ day of _____

BETWEEN:

- (1) **HASTINGS BOROUGH COUNCIL** of Aquila House, Breeds Place, Hastings, East Sussex, TN34 3UY ("the Council")
- (2) _____ of _____ ("the Association")

WHEREAS

- (a) The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of Part I of the Housing Act 1985 and a local planning authority for the purposes of the Town and Country Planning Act 1990.
- (b) The Association is a Registered Provider within the meaning of Section 112 of the Housing and Regeneration Act 2008 or such other body within the meaning of Part 1 of the Housing Act 1996.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement where the context admits the following expressions shall have the following meanings:

1.1.1 'Chargee' means any mortgagee or chargee of the Registered Provider or any administrator (including a housing administrator) receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

1.1.2 'Council's Housing' As defined in Section 167 of the Housing

- Allocations Scheme” Act 1996 as amended by the Homelessness Act 2002 and the Localism Act 2011.
- 1.1.3 Dwelling(s)’ means the rented affordable units (which for the avoidance of doubt may be a flat or maisonette) (when constructed) situate on the Property.
- 1.1.4 ‘Property’ All that parcel of land situate at and to be known as **The Former St Leonards Academy Darwell Campus, Darwell Close, St Leonards on Sea, East Sussex** shown for identification only edged red on the plan annexed hereto.
- 1.1.5 ‘Nominated Tenant’ means a person nominated by the Council pursuant to its rights set out in Clause 3 of this Agreement.
- 1.1.6 ‘Local Connection’ means as defined by the Council’s Housing Allocations Scheme.
- 1.1.6 ‘Nomination Rights’ means the rights granted by the Association to the Council to nominate tenants to Dwellings as set out in this Agreement.
- 1.1.7 ‘Registered Provider’ means a housing association or such other body registered under Section 112 of the Housing and Regeneration Act 2008 and approved by the Council.
- 1.1.8 ‘HCA’ means the Homes and Communities Agency or successors to its functions in setting affordable housing standards and rents.

2. AGREEMENT

- 2.1 The parties hereby agree to comply with the provisions of this Agreement for the period of EIGHTY YEARS (80) from the date hereof.

3. Nomination Terms

- 3.1 The Association grants the Council the right to nominate tenants in respect of each Dwelling in accordance with the terms of this Agreement and pursuant to the Council's Housing Allocation Scheme which shall include any future variations and/or changes as may be agreed between the parties hereto.
- 3.2 The Association agrees to comply with the Council's request to give notice when a vacancy becomes available and when it has been filled and use the Council's standard form of documentation.
- 3.3 No liability shall devolve on the Council to reimburse the Association for any loss of rent or Service Charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way directly or indirectly connected with the exercise of the Nomination Rights.

SUBSEQUENT LETTING

- 4.1 The Association further grants to the Council the rights to nominate from its housing register (or some such list that the Council is required to keep for the discharge of its housing responsibilities) a new tenant or tenants in respect of three of every four Dwellings which become true voids. For the purpose of this Agreement the definition of true and non-true voids shall be as follows:

True voids comprise:

1. Voids within new build/newly refurbished schemes
2. Voids created through tenant moves to landlords where no reciprocal arrangements exist
3. Voids created through tenant transfers to another local authority
4. Voids created by the death of a tenant where there is no statutory right of succession

5. Voids created by tenants buying their own property in a private sector
6. Voids created by eviction or abandonment of property
7. Voids created by decants

Non-true voids comprise:

1. Voids created through tenant transfers where tenants move within the Housing Authority Stock and local authority area in which their original home was situated
2. Voids created through re-housing via H.O.M.E.S. or other mobility schemes where a reciprocal arrangement exists
3. Voids created by decants who are returning
4. Voids created by mutual exchanges

5. ENFORCEMENT

- 5.1 Subject to Clause 4 hereof the Association hereby covenants with the Council that it shall subject to Clause 3 hereof cause any person acquiring the freehold or a lease the Dwellings or any one or more of them (other than (a) a periodic tenancy or (b) an assured shorthold tenancy (c) pursuant to the grant of a Shared Ownership Lease or (d) under a Voluntary Purchase Scheme or (e) under Section 16 of the Housing Act 1996 or any statutory replacement thereof to enter into a direct covenant with the Council to observe and perform the provisions herein contained in respect of the said Dwelling or Dwellings.

6. MORTGAGEE IN POSSESSION AND OTHER EXCLUSIONS

In the event of :-

- 6.1 any Chargee exercising its power of sale of any of the Dwellings deeming it necessary to dispose by sale or by long lease of any of the Dwellings at full value then it may do so after which the said Dwellings disposed of may be used free from the conditions and obligations set out in this Agreement **SUBJECT TO** first offering for sale the said Dwellings to the Council or the

Council's nominee and if such offer is not accepted within one month of the date of offer then the Dwellings shall be offered to an alternative Registered Provider registered with the HCA such offer to be made on the basis of a price which reflects the open market value and giving such Registered Provider one month from the date of offer to accept.

6.2 any dispute regarding 'open market value' shall be dealt with in accordance with clause 9 in this Agreement.

6.3 any person acquiring the freehold interest (or any long leasehold interest) in a Dwelling as a result of the exercise of a mortgagee's power of sale or from a receiver in accordance with the provisions of this clause shall thereafter hold that Dwelling free from the covenants conditions and obligations contained in this Agreement the subject of such possession in the event of such of them being sold on the open market free of the conditions and obligations contained in this Agreement.

6.4 In the event of:-

6.4.1 any mortgagee or chargee or any receiver appointed by such mortgagee or chargee going into possession of the Dwellings or a Dwelling or the Property; or

6.4.2 any person under the right to buy or right to acquire provisions or upon compulsory acquisition so buying or acquiring any of the Dwellings;

6.4.3 this Deed shall not be binding on the said mortgagee or chargee in possession or such person so buying or acquiring or any person deriving title from or any successor in title to such mortgagee chargee receiver or persons so buying or acquiring.

6.5 The provisions of this Deed shall not be binding upon individual occupiers of the Dwellings on the Property their mortgagees or receivers or the successors in title to such mortgagees or receivers or those deriving title from them.

7. **DECLARATION**

Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be fully and effectually exercised in

relation to the dwellings constructed on the Property as if this Agreement had not been executed by it.

8. NOTICES

Any written communications or notice required by this Agreement to be served on either party shall be deemed to be received if addressed to either party at the address given at the beginning of this Agreement (or such address as shall have been notified in writing by either party to the other) and sent by postal recorded delivery.

9. DISPUTE RESOLUTION

Any dispute or difference between the parties as to their respective rights duties or obligations under this Agreement or the construction thereof or as to any other matter or thing arising in anyway out of or connected with this Agreement shall be referred in accordance with the provisions of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator agreed upon by the parties or failing agreement to be appointed by the President for the time being of the Institute of Arbitrators (or any successor body).

IN WITNESS whereof the parties have duly executed this Agreement as a Deed on the date first written above

**THE COMMON SEAL of
HASTINGS BOROUGH COUNCIL**

was hereunto affixed the presence of:-

Authorised Signatory

THE COMMON SEAL of

was hereunto affixed the presence of:-

SCHEDULE 3

The Draft Planning Permission

Outline Permission with Conditions

Town and Country Planning Act 1990
The Town and Country Planning (Development
Management Procedure) (England) Order 2010



Development Management Team
Muriel Matters House, Breeds Place,
Hastings, TN34 3UY

www.hastings.gov.uk

Application Number: HS/OA/15/00168

File Number: DA70010T

Drawing Numbers: AD030 rev A, 021 revA, 031 rev A, 022 rev A, 023 rev A, 024 rev A, 025 rev A, 028 rev A, 029 rev A. RWG-NDJ-14-38B, 38A, AL05 rev C.

Applicant: East Sussex County Council

Address:

Former The St Leonards Academy Darwell Campus, Darwell Close, St Leonards-on-sea, TN38 9JP

Description:

Outline application for the erection of up to 210 dwellings (25% affordable) with associated open space, play areas, landscaping and access.

In pursuance of its powers under the Town and Country Planning Acts, and all other powers, the Council hereby permits the development described in the Plans and Application specified above, subject to the following conditions:

1. The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
2. Approval of the details of the layout, scale and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.
3. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
4. No development shall take place until written details and samples of materials to be used in the construction of the external surfaces of the buildings hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be constructed with the approved materials.
5. No occupation of the development hereby permitted shall take place until

6. details of all fencing, walling (which shall include flint walling at the key entry point) and other boundary treatments have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details and maintained thereafter.

7. No occupation of the development hereby permitted shall take place until details of the satisfactory storage of refuse for any flatted development on site have been submitted to and approved in writing by the Local Planning Authority. The approved facilities shall be provided before the first occupation of the associated flatted development and maintained thereafter.

8. No development shall take place until details of the means of vehicular access to the site, including road widths, kerb radii, visibility splays and details of finishes of materials have been submitted to and approved in writing by the Local Planning Authority.

9. No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme of landscaping, using indigenous species which shall include :

- The retention of the existing trees along the western and southern boundary of the site;
- The use of a range of natural flowering and berry bearing species of trees;
- Areas of grassland to be managed as rough grassland – both adjacent to the tree belts and also the road verges where appropriate; and
- Deadwood habitat piles.

10. Together with the indications of all existing trees and hedgerows on the land, and details of any to be retained, and measures for their protection in the course of the development, and a programme for the approved scheme's implementation and long term management.

11. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

12. A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas, other than small, privately owned domestic gardens, shall be

submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development for its permitted use and the landscape management plan shall be carried out in accordance with the approved plan for the period specified.

All trees to be retained must be protected by barriers and/or ground protection in accordance with BS5837 (2012) 'Trees in Relation to Construction-Recommendations'. No work shall take place on site until full details of protection have been submitted to and approved in writing by the Local Planning Authority. The approved barriers and/or ground protection shall be erected before any equipment, machinery or materials are brought onto the site and shall be maintained until all of the above has been removed from the site. Nothing shall be stored or placed, nor fires lit, within any of the areas protected in accordance with this condition. The siting of barriers/ground protection shall not be altered, nor ground levels changed, nor excavations made within these areas without the written consent of the Local Planning Authority.

No development shall take place until details of any lighting to be placed or erected within the site have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include inter-alia, details of measures to shield and direct light from the light sources so as to prevent light pollution. The development shall thereafter be carried out in accordance with the subsequently approved details.

No development shall take place until details of the proposed materials to be used in the surfacing of all access roads, parking and turning areas and pathways within the site, and the design of kerb stones/crossing points have been submitted to and approved by the Local Planning Authority. The development shall be built in accordance with the approved details.

- (i) Construction of the development shall not commence until details of the proposed means of foul sewerage and surface water disposal/management have been submitted to and approved in writing by the Local Planning Authority.
- (ii) Development shall be carried out in accordance with the details approved under (i) and no occupation of any of the dwellings or flats hereby approved shall occur until those works have been completed.
- (iii) No occupation of any of the dwellings or flats hereby approved shall occur until the Local Planning Authority has confirmed in writing that it is satisfied, that the necessary drainage infrastructure capacity is now available to adequately service the development.

The open areas within the application site, as shown on plan number AD031 Rev A, shall remain open and available for public access and no fences, gates or other means of enclosure shall be placed or erected to preclude access to these areas at any time without the prior approval of the Local Planning Authority.

16. The details of the landscaping of the site required to be submitted by Condition 8 shall include details of a scheme for the preparation, laying out and equipping of a play/amenity area and the land shall be laid out in accordance with the approved details prior to the occupation of any dwellings or flats hereby approved.

17. No occupation of the development shall take place until the developer has agreed with Southern Water the measures to be undertaken to divert/protect the public water main supply. These agreed measures shall be submitted to the Local Planning Authority and development shall be carried out in accordance with the approved plans.

18. No development shall take place until the developer has secured the implementation of a programme of archaeological work, in accordance with a Written Scheme of Archaeological Investigation which has been submitted to and approved in writing by the Local Planning Authority.

19. The development hereby permitted shall not be brought into use until the archaeological site investigation and post investigation assessment (including the provision for analysis, publication and dissemination of results and archive deposition) has been completed in accordance with the programme set out in the Written Scheme of Archaeological Investigation approved under Condition 18 to the satisfaction of the Local Planning Authority, in consultation with the County Planning Authority.

20. The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk Assessment (FRA) dated the 26 January 2015, and Design and Access Statement dated August 2014 and the following mitigation measures therein:

- Finished floor levels are set no lower than 4.8metres above the Ordnance Datum (AOD);
- Landscaped overflow channels (e.g. shown as swales in the submitted details) shall be provided to safely divert any exceedance event flows from the upstream flood storage area around the development and downstream.
- The upstream plateau (at the northern extent of the site) shall be raised in level to a minimum level of 7.0 metres AOD.
- Limiting the surface water run off generated by the 1 in 100 year return event critical storm (plus an allowance for climate change) so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site.
- A minimum 8 metre wide access/buffer corridor shall be provided along the Hollington Stream (Main River) plus access provision through the site to the adjacent Hollington Stream culvert inlet

structure to ensure future access is maintained.

The mitigation measures shall be fully implemented prior to the occupation of the development, and subsequently in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing with the Local Planning Authority.

No development shall take place until a Construction Management Plan has been submitted to and improved in writing by the Local Planning Authority. This shall include a construction routing agreement, hours of working, wheel washing, and secured compounds for materials storage, machinery and contractor parking.

Construction of the development shall not take place until details of the Sustainable Drainage Scheme have been submitted to, and approved in writing by the Local Planning Authority in consultation with Natural England. The details shall include information demonstrating that there will be no increase in surface water flow from the site and no adverse impact on the water quality of the stream from surface water pollution, during either construction or post construction periods. Such information needs to include (although no be limited to) details of how potential water pollution from car parking areas (e.g. by slats or hydrocarbons) is to be prevented.

Prior to the submission of any reserved matters application, additional ecological reports as identified as necessary within the Preliminary Ecological Appraisal and Preliminary Roost Assessment (dated 23 May 2014) shall be undertaken, and any necessary mitigation set out within these reports shall be provided as part of any future submission. The development shall thereafter be undertaken in accordance with the approved plans.

The development shall not be occupied until a minimum of 2% of all of the residential units constructed within the application site are designed in such a way to be fully wheelchair assessable, as required by Policy FB1 of the Development Management Plan 2015.

The development hereby permitted shall be carried out in accordance with the findings and mitigation as set out within the dormouse mitigation strategy, badger survey and reptile survey submitted by 'the ecology consultancy' in support of this application. No development shall take place until all mitigation that is required prior to works being undertaken on site has been fully implemented to ensure that suitable habitat is provided for translocation or retention/enhancement as identified in the submitted reports.

Each individual dwelling hereby approved shall not be occupied until a minimum of one electric vehicle charging point has been installed adjacent to the dedicated off street parking, and shall thereafter be retained for that purpose.

No development shall take place until details of the proposed cycle parking

arrangements have been submitted to and approved by the Local Planning Authority. Such facilities shall be provided in accordance with the approved details prior to the occupation of the building and shall thereafter not be used for any purpose other than the parking of cycles.

28. With the exception of internal works the building works required to carry out the development allowed by this permission must only be carried out within the following times:-

08.00 - 18.00 Monday to Friday

08.00 - 13.00 on Saturdays

No working on Sundays or Public Holidays.

29. Details of appropriate climate changes mitigation and adaption measures shall be submitted to and approved in writing to the Local Planning Authority prior to the commencement of development.

The reasons for the imposition of the said conditions are:

1. The application is in outline only.
2. The application is in outline only.
3. This condition is imposed in accordance with the provisions of Section 92 of the Town & Country Planning Act 1990.
4. In the interests of the visual amenity of the area.
5. In the interests of the visual amenity of the area.
6. In the interests of the visual amenity of the area and to secure a well planned development.
7. In the interests of the visual amenity of the area and to ensure there would be no adverse impact upon highway safety.
8. In the interests of the visual amenity of the area and to enhance biodiversity within the site.
9. In the interests of the visual amenity of the area.
10. In the interests of the visual amenity of the area.
11. In the interests of the visual amenity of the area and to ensure the long term health of the trees which contribute to the character and appearance of the locality.
12. In the interests of the visual amenity of the area, to prevent light spill and to protect residential amenity, and to ensure that the development does not adversely impact upon the biodiversity within and around the site.

13. In the interests of the visual amenity of the area.
14. To ensure that the development does not have an adverse impact upon the existing infrastructure, and to ensure that the site has suitable means of drainage and to prevent flooding.
15. To ensure that the areas are kept available for the long term enjoyment of future residents.
16. In the interests of the visual amenity of the area and to ensure that the development has a suitable level of equipped play to support the future population of the site.
17. In order to ensure that there is suitable infrastructure in place.
18. To ensure that the archaeological and historical interest of the site is safeguarded and recorded to comply with the National Planning Policy Framework.
19. To ensure that the archaeological and historical interest of the site is safeguarded and recorded to comply with the National Planning Policy Framework.
20. To ensure that future residents are protected against flood risk.
21. To protect the amenity of the existing residents and to ensure that there is no adverse impact upon the highway network.
22. In the interests of enhancing and protecting biodiversity and archaeology within the application site.
23. In the interests of biodiversity within the application site.
24. In the interests of a balanced and sustainable community.
25. In the interests of ecology and biodiversity in accordance with the National Planning Policy Framework and policy HN8 of the Hastings Local Plan 2014.
26. To promote the reduction of CO2 emissions through the use of low emissions vehicles in accordance with paragraph 35 of the NPPF.
27. To ensure a satisfactory form of development in the interests of vehicular and pedestrian safety.
28. To safeguard the amenity of adjoining and future residents.
29. In order to comply with the requirements of policy SC3 of the Hastings Planning Strategy Local Plan (2014)

Notes to the Applicant

You are advised:

1. Notwithstanding the details submitted, the central area of open space shall

be formed with the residential properties that surround it, directly overlooking it (front elevations). The existing indicative plan does not demonstrate sufficient natural surveillance and would not be considered acceptable to the Borough Council as part of any reserved matters application.

Notwithstanding the details submitted, the access into the site highlighted as 'Old School Drive' should only be provided with one pathway (on its northern side) with the southern side provided with a soft verge, and where appropriate additional soft landscaping provision.

At both proposed points of access, tactile paving should be provided on either side to aid with pedestrian permeability.

The applicant/developer should enter into a legal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Southern Water at www.southernwater.co.uk

A formal application for the connection of the water supply is required in order to service this development. Please contact Southern Water at the above-mentioned address.

In order to protect the surfaces of the footpaths (Hastings 19 and 21), a suitable barrier should separate the development from the footpath during construction. All public rights of way shall be maintained during construction unless the correct permissions have been received in advance of their closure.

Any damage that occurs to public rights of way during construction shall be made good at the cost of the developer.

No materials should be stored on any public right of way during construction.

Please note that the FRA states that the flooding risk is low in this area due to the presence of flood risk defences, but that a residual risk will remain (e.g. overtopping and/or breach of the tidal/fluvial defences).

The applicant/developer should therefore consider the requirement for an emerging response within the site for future residents to adhere to.

The applicant is reminded that there should not be any loss of the playing fields until the applicant, or developer has secured a Section 77 agreement which would allow for the loss of the Playing Field as per the requirements of the School Standards and Framework Act 1998.

Failure to comply with any condition imposed on this permission may result in enforcement action without further warning.

Statement of positive engagement: In dealing with this application Hastings Borough Council has actively sought to work with the applicant in a positive and proactive manner, in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

3. The applicant is advised that details of how the development would be integrated into green routes and cycle ways should be submitted to the Local Planning Authority as part of a reserved matters application.

4. The applicant is advised that they should liaise with the police to ensure that the layout of the scheme addresses the matter of designing out crime.

Dated: 20 June 2018

To: DMH Stallard
Gainsborough House
Pegler Way
Crawley
West Sussex
RH11 7FZ

for Eleanor Evans
Planning Services Manager

Application No. HS/OA/15/00168

SCHEDULE 4

Form of Payment Notice

Agreement Details	
Application Site address	
Application	
Date of original agreement under S106 of the Town and Country Planning Act 1990	
Date of variation of original agreement [where relevant]	
Parties to agreement	
Details of obligation giving rise to payment (and Clause number)	
Payee Details	
Payee [name, address and reference]	

SCHEDULE 5

The County Council's obligations to the Council

To repay to the party who paid the County Contribution such amount of the County Contribution which has not been allocated within ten (10) years of the date the last instalment of the County Contribution or Indexation or Interest thereon was received by the County Council together with simple interest on the sum calculated on a daily basis at 2% below the base rate of the National Westminster Bank PLC base rate in force from time to time for the period from the date of payment of the County Contribution (or relevant part thereof) to the County Contribution to the date of refund PROVIDED THAT no interest shall be payable with respect to any period during which the said interest rate is lower than or equal to 2%.

IN WITNESS whereof the parties have duly executed this Agreement as a Deed on the date first written above

Executed as a Deed by affixing the Common Seal)
of HASTINGS BOROUGH COUNCIL)
in the presence of)



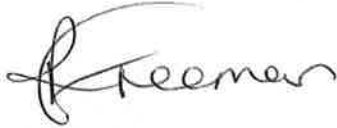
S. Palmer
Authorised Signatory

Executed as a Deed by affixing the Common Seal)
of HASTINGS BOROUGH COUNCIL)
in the presence of)



John Heston
Authorised Signatory

Executed as a Deed by affixing the Common Seal)
of EAST SUSSEX COUNTY COUNCIL)
in the presence of)



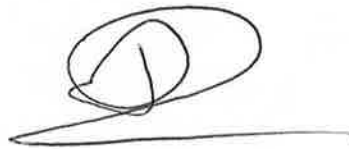
Authorised Signatory
REBEKAH FREEMAN



99326

Executed as a Deed by affixing the Common Seal)
of EAST SUSSEX COUNTY COUNCIL)
in the presence of)

Authorised Signatory
RACHEL DORAN



99326