

Angmering Parish Council

The Corner House The Square Angmering West Sussex, BN16 4EA

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MINUTES OF THE MEETING OF THE ANGMERING PARISH COUNCIL HELD ON MONDAY 12 DECEMBER 2022 AT THE ANGMERING VILLAGE HALL, KING SUITE

Present: Councillors Nikki Hamilton-Street (Chair), Lee Hamilton-Street, Renée Hobson, Paul Bicknell and Alison Reigate

In Attendance: Katie Herr (Clerk)

Acronym: Angmering Parish Council – APC; West Sussex County Council – WSCC; Arun District Council – ADC; Angmering Community Land Trust – ACLT; Planning & infrastructure Committee (formally HTP) – PI; Community, Leisure, Environment & Wellbeing Committee – CLEW; Neighbourhood Plan – NHP; JEAAC - Joint Eastern Arun Area Committee; Sussex & Surrey Association of Local Councils – SSALC; Traffic Regulation Order – TRO. Angmering Flood Alleviation Scheme – AFAS.

AGENDA MINUTE AGENDA POINT

ITEM NO.

1 22/086 APOLOGIES FOR ABSENCE

Apologies were received and approved for Cllr. Norma Harris, Alan Evans, Rhys Evans, Sylvia Verrinder, David Marsh, John Oldfield and Matthew Want. Apologies were also received and approved from Cllr. Deborah Urquhart and Cllr. Andy Cooper.

2 22/087 DECLARATIONS OF PECUNIARY AND NON-PECUNIARY INTERESTS IN ITEMS ON THE AGENDA. No declarations were made.

3 22/088 APPROVAL OF MINUTES Approval of the minutes of the meeting of the committee from Monday 14 November 2022 were agreed by all and signed by the Chair.

- 4 22/089 PUBLIC CONSULTATION No members of the public were present.
- 5 22/090 THE CLERK'S REPORT ON MATTERS OUTSTANDING FROM PREVIOUS MEETINGS, BUT NOT INCLUDED ON THIS AGENDA, WHICH WILL INCLUDE SPECIFIC UPDATES ON:

1

ACTION FOR The Clerk talked through her report and no questions were asked. The report can be found within the supporting papers for this meeting on the APC website.

6 22/091 CHAIRMANS REPORT

Cllr. N Hamilton-Street presented her report for December which can be found in the supporting papers for this meeting on the APC website. No questions were asked.

7 22/092 REPORT FROM THE WEST SUSSEX COUNTY COUNCILLOR None received.

8 22/093 REPORT FROM THE ARUN DISTRICT COUNCILLORS No reports were received.

9 22/094 NEIGHBOURHOOD PLAN

The Chair confirmed that the review of the current plan was still on hold and was hoping for an update on the levelling up bill which was going through parliament.

10 22/095 UPDATE ON COMMUNITY SURVEY 2022

The Clerk talked through the results and stated that she was disappointed with the amount of people who had filled it in and would make sure that in 2023 the information appeared in All About Angmering as uptake was more in previous years because of this. Other ways of improving uptake were also discussed and idea given on increasing participation in future years.

The results of the survey will now be proposed in the Annual Plan and bought to Full Council in 2023 to be approved. The budget will also be updated to reflect the comments made in the Annual Survey.

11 22/096 ASSET OF COMMUNITY VALUE

A discussion took place around the importance of relisting The Spotted Cow, Angmering as an Asset of Community Value.

RESOLUTION: Cllr. Bicknell **PROPOSED** that APC are to apply for the Spotted Cow to be re-listed as an asset of community value. Cllr. Reigate **SECONDED** and **ALL AGREED**.

<u>Action</u>: Renew the listing for The Spotted Cow, Angmering, as an Asset of **TL** Community Value.

<u>Action</u>: Cllr Bicknell would like the list of Community Assets looked at and **TL** others possibly added. This will be looked at in the new year.

12 22/097 COMMUNITY GRANT APPLICATIONS

The 2022/2023 budget for Community Grants is £4,000. 6 grants have been awarded so far this year, leaving an available budget of £1,890.00.

Grant requests have been received from:

Arun Community Transport – After a brief discussion the amount of grant was confirmed.

RESOLUTION: Cllr. L Hamilton-Street **PROPOSED** that £500 be granted to Arun Community Transport Cllr. Hobson **SECONDED** and **ALL AGREED**.

It was also requested that contact is made with Arun Community Transport to see if they would be willing to take an advert out in All About Angmering, if they hadn't already.

The Clerk mentioned the Community Cuppa events and it was agreed that we would also approach ACT to see if they can assist in collecting people for these sessions so more residents can attend.

<u>Action</u>: Make contact with Arun Community Transport regarding advertising **CJ** and assisting with Community Cuppa.

Littlehampton Community Fridge - After a brief discussion the amount of grant was confirmed.

RESOLUTION: Cllr. Reigate **PROPOSED** that £500 be granted to Arun Community Transport Cllr. L Hamilton-Street **SECONDED** and **ALL AGREED**.

13 22/098 2022/2023 FINANCIAL REPORT

The reports were presented. Cllr. Bicknell asked a couple of questions regarding the spend on the Community Centre and Palmer Road Rec. He was satisfied with the Clerks response.

Cllr. L Hamilton-Street signed the reconciliations for November 2022.

14 22/100 QUESTIONS ON THE ALREADY CIRCULATED NOTES OF MEETINGS OF PARISH COUNCIL WORKING PARTIES, REPRESENTATIVES ON OTHER ORGANISATIONS OR NOTES ON OTHER MEETINGS ATTENDED None

15 22/101 QUESTIONS FROM COMMITTEES HELD SINCE THE LAST MEETING

The Planning and Infrastructure Committee – None. A school 20mph sign was discussed along Downs Way where the cut through is to cross the A259 and also speed indicator devices around the village. A meeting has been arranged for March 2023 with our County Councillor and WSCC officers to discuss these issues.

CLEW Committee – None.

Governance & Oversight Committee – None.

16 22/102 TO CONSIDER ANY URGENT MATTERS, <u>FOR INFORMATION ONLY</u>, ARISING SINCE THE PREPARATION OF THIS AGENDA

Cllr Hobson advised councillors that she had received an email from a Rustington resident regarding the tree felling on the North of Water Lane site. This email was also copied in to Cllr. Cooper who has forwarded this onto officers at ADC. Cllr. Hobson will go back to the Rustington resident and confirm how his concerns have been dealt with.

DATE OF NEXT MEETING

The Committee's next meeting will be on **Monday 9 January 2023** at 7:30pm in the King Suite, Angmering Village Hall.

The meeting concluded at 20.17.

	Date
Chairman	

Meeting Date	Agenda No:	Minute No:	Title	Action Required	Action to be taken	Comments & Next steps	Delegate To
08.03.21	4	20/198	Village Gates	Look into the possibility of installing village gates		Clerk would like to put this item on hold until works on Water Lane width have been completed as it may result in moving the signs.	КН
10.01.2022	4	21/142	Public Consultation	Clarify the path use through Mayflower Park and the signage. Report back to Councillors and the member of public		Cost to turn this path into "duel use" has been received - next steps required.	КН
11.04.22	12	•	Climate Change	Look into ideas on supporting climate change and report back at a future meeting.		ADC have information in their recent magazine. Alan to investigate. Information collated and will be bought to a meeting in February 2023.	MW/AE
10.10.22	19	•	Questions from committees	Add the process to follow when a meeting can not take place due to extenuating circumstances		Formalise the process and add to the Terms of Reference. This will be done in time for the first meetings in May 2023.	КН
12.12.22	11		Asset of Community Value	Renew the listing for the Spotted Cow, Angmering, as an asset of community value.			TL
12.12.22	11	-	Asset of Community Value	Cllr Bicknell would like the list of Community Assets looked at and others possibly added			TL

KEY

Task has been started Task to remain on the list Task not yet started Task completed



Clerks Report December 2022

Agenda Item 5

Happy New Year

1) Planning Applications.

South of Water lane – Work continues on the site. Issue with footpath still being tackled and recently highlighted on FB.

North of Water Lane – Ongoing Discharge of condition applications coming through. Site visit conducted by Clerk and Chair – now have a site contact.

Land at Rustington Golf Centre, A/45/22/PL - A/29/21/PL – No further information. Chandlers Site A/110/21/PL – Meeting set for 10 January with agents to discuss plans. A/270/21/OUT – Land off Arundel Road – DOC applications in and a fair few refusals from ADC.

- 2) **Russet Play Area** The tender paperwork has all been completed and sent to the interested parties, as of today.
- 3) **Flat** The new tenant moved in on 6 January 2022.
- 4) **Community Cuppa** The last event in December saw 14 people (and a dog) attend which is great. An advert is in All About Angmering this month with the dates for January 2023.
- 5) **Flood Awareness Event** was organised for 19 December 2022 at St Margaret's Church Hall. West Sussex Fire and Rescue there, WSCC with information about the Angmering Flood Alleviation Scheme, Red Cross and the Environment Agency. The event was not very well attended, which is a real shame, but those giving out information at the event were keen to hold another one in the spring.
- 6) **Local Council Award Scheme** confirmation of APC achieving the Foundation status was received and communicated. Work will now commence on the next level.
- 7) **UK Shared Prosperity Fund** Two bids have been submitted for funding to ADC one for a cycle repair station and racks at Russet Play Area (£7,500) and another for funding for bike racks, benches, a large piece of play equipment and for a toddler bike track at Mayflower Park (£50,000)
- 8) **Fletchers Field Play Area** A copy of the brief was requested from ADC and received. Questions regarding the flooring have been sent back and we are awaiting a reply.
- 9) Fred Rowley and Volunteer of the year awards This months All About Angmering magazine contains information about how to nominate residents for this years awards. Please do promote these awards and share the FB posts that have/will be sent out. Paper copies of the form are available from the office.



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SUPPORTING PAPER ANGMERING PARISH COUNCIL VIRTUAL COMMITTEE MEETING MONDAY 09 JANUARY 2023

Agenda Item 10 & 11, 2023/2024 Precept and Budget Approval

We surveyed the village and took comments and ideas onboard to add to the budget for 202/2024 but also the annual plan. Not everything in the Annual Plan requires a budget line as some are progressing projects which are funded by ourselves or objectives to do with planning/infrastructure.

We held sessions with Councillors in order to get their ideas and made it clear what we were able to influence and affect, and what we could make suggestions about and keep following them up. Survey results were collated and taken to Full Council in December 2022 for all councillors to view and make comment on.

Once the information from both the survey and the visioning sessions was collated, this was analysed and the budget was formulated.

Councillors were then sent an invite to the APC office where they could view the budget and make any comments or suggestions.

The current budget for 2023/2024 was set and makes up part of this document. Please note that changes are possible to the proposed budget up until March 2023 Full Parish Meeting.

As you can see residents, councillors and staff have had their input into the budget for 2023/2024 and the process put in place in 2019 has continued to work well

As a result of all the sessions a decision has been put forward regarding the precept setting for 2022/2023 too.

Precept

Every year the council has to confirm to Arun District Council the precept amount for the coming financial year.

Due to increasing housing numbers, a "natural" increase in precept occurs without having to raise the per household amount. Although the parish contribution only makes up a small percentage

of homeowners total council tax bill, it has been important to try to keep any increase as low as possible, without affecting the services we offer and the areas we maintain.

It will be suggested that for the coming financial year – 2023/2024 there is no increase in precept for Angmering residents.

Please note that your council tax bill may still go up as other councils/services are still able to increase their portion of the final demand.

Year	Precept Amount	Tax Base	Per "D" house	Percentage rise
2023/2024	£410,570.00	3806	£107.87	0.00%
2022/2023	£397,400.00	3684	£107.87	0.00%
2021/2022	£389,850.00	3614	£107.87	0.00%
2020/2021	£385,100.00	3570	£107.87	3.95%
2019/2020	£360,000.00	3469	£103.78	3.78%
2018/2019	£335,500.00	3355	£100.00	2.00%
2017/2018	£316,800.00	3232	£98.02	10.74%

There has been an increase in the number of houses in Angmering paying council tax of 122.

The budget, as well as new projects and larger projects to come – also deals with the year on year responsibilities of the parish council which include grass cutting in certain areas, maintenance of trees on Bramley Green, maintenance of St Nicholas Gardens, maintenance of Angmering Community Centre (building), maintenance of the Skate Bowl and BMX track, hanging baskets and planters in the village centre, maintenance of play areas of Bramley Green, maintenance of ASRA Pavilion and shared costs for grass maintenance with ADC, lighting columns within the conservation area, holding of events such as Angmering@Christmas, Remembrance Day and Angmering Revealed, FOC first aid sessions and summer activities for the children and we will continue to work on the Lloyd Goring Garden (which unfortunately stalled in 2022).

Budget

The budget also shows the below

- Purchase Vehicles £3,000. This will be added to an earmarked reserve to fund the purchase of a new van when the time comes. This amount will be budgeted for in future years also. It is hoped that this will now be an electric vehicle, either the purchase of or to lease. Ear Marked Reserve (EMR), as of April 2023 will be £6,000
- 2) Community Grants the budget for this line will remain at £4,000
- 3) Community Awards This line has been added to the budget in order to purchase the Fred Rowley Board to be displayed at the Community Centre, and for this years trophies.
- 4) Noticeboards £2,000 for a replacement noticeboard to be put up on the outside of the office wall. Taking the total amount of noticeboards that APC are responsible for to 5.

- 5) Mayflower Improvements £16,608. This amount has been budgeted for to add to the amount from last year to allow us to progress with plans for utilities to be put in and a café to be located at the park. EMR, as of April 2023 will be £24,436
- 6) Speed Indicator Devices £4,000 has been added to the budget for the purchase of these devices. It is hoped that they will reduce the speed of vehicles in the village. EMR, as of April 2023 will be £6,000.
- 7) Gas, Electricity and Fuel The budget lines for these items have been raised due to recent increases and uncertainty. In order to counteract these further virements can also be made throughout the year if required.
- Contractors Trees This line has been increased from £2,500 from £12,500 as an earmarked reserve for expensive pollarding will be created from the money left from previous budgets.
- 9) Youth Sessions Summer Activities £3,000 this will enable us to hold sessions at Mayflower Park and Palmer Road Rec this year.
- 10) Christmas Event The budget has been increased as this years event was very popular and we would like to build on it in future years. Sponsorship will still be sought for trees etc. As much will be provide free of charge for the village to enjoy as possible. EMR for Angmering@Christmas will be created to hold the tree funds not spent in 2022/2023 £4648.
- 11) Kings Coronation 2023 £10,000 this budget is for the giving of grants to local organisations/charities/groups etc in order for them to hold events throughout the village and for a commemorative flagpole to be put up at the Community Centre. Ideas put forward by residents who completed the survey will be sent out with the information regarding applying for grants (The way of spending the funds is just a suggestion at the moment, it is yet to be approved by the CLEW Committee).
- 12) Flicks on the Pitch £6,000. APC are working with the Worthing Rugby Club again to provide a free event for those who live in Angmering. This years event proved popular and it had a positive response in the Annual Community Survey.
- 13) Village Entrances £15,000 This budget is for the regeneration of the area on the entrance to Angmering from the Blue Star roundabout (to include benches and planters).
- 14) Community Sessions £1,750. The CPR and Defibrillator sessions are still proving popular so next year we will hold these again. Also funding for the Community Cuppa session at the Community Centre, with an addition of £500 to look into providing community transport to these sessions.
- 15) Lloyd Goring Close Garden £2,100. We still hope to create raised beds, seating areas and encourage wildlife to the area. The lease is now finalised. EMR for the garden, as of April 2023 will be £3,830.

Please note that earmarked reserves are stated as of January 2023 - additions to these reserves will be finalised when spend has been completed for 2022/2023 and amounts may vary.

The annual plan is set to be approved at February 2023 meeting.

Any other questions will be welcomed.

Decisions needed.

Agenda Item 10

1) To approve the 0% raise in precept and keep it at £107.87 per Band D property for 2023/2024.

Agenda Item 11

2) Approve the attached budget for 2023/2024 subject to any changes that will be reported to the council before the start of the 2023/2024 financial year.

10:36

Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	2022			2022/2	2023				2023/2024	
	_	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
<u>100</u>	Income											
1076	Precept	389,850	389,850	0	0	397,400	0	397,400	397,400	410,570	0	0
1080	Investment Income	7,000	7,916	0	0	7,500	0	7,500	6,251	23,000	0	0
1090	Bank Interest	150	55	0	0	100	0	100	255	50	0	0
1095	Other Income	0	3,225	0	0	750	0	750	7,511	750	0	0
1100	Grants Received	0	48,721	0	0	0	0	0	10,350	0	0	0
1115	Community Infrastructure Levy	0	0	0	0	0	0	0	8,639	0	0	0
	- Total Income	397,000	449,767	0	0	405,750	0	405,750	430,406	434,370	0	0
6001	less Transfer to EMR	0	108,494	0	0	0	0	0	7,933	0	0	0
	Movement to/(from) Gen Reserve	397,000	341,273		-	405,750	-	405,750	422,473	434,370		
<u>120</u>	Office											
4000	Salary - Clerk	41,880	42,614	0	0	43,500	0	43,500	32,602	47,000	0	0
4005	Salary - Office Staff	72,130	72,884	0	0	98,000	0	98,000	66,487	103,000	0	0
4025	Employer's NI	12,000	11,204	0	0	13,700	0	13,700	9,234	13,000	0	0
4035	Pension - LGPS	24,000	23,331	0	0	28,800	0	28,800	19,966	26,000	0	0
4055	Travel	300	131	0	0	300	0	300	84	200	0	0
4070	Training	2,000	1,359	0	0	2,000	0	2,000	535	2,000	0	0
4200	Electricity	1,600	57	0	700	2,300	0	3,000	2,338	4,000	0	0
4205	Gas	500	649	0	500	700	0	1,200	601	2,000	0	0
4210	Water/Sewage	1,000	404	0	0	1,000	0	1,000	591	1,000	0	0
4220	Office Cleaning	900	1,008	0	0	900	0	900	622	900	0	0
4225	Office Maintenance	500	790	0	0	1,000	0	1,000	826	1,000	0	0
4230	Office Improvements	0	0	0	0	5,000	0	5,000	670	5,000	0	0

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		2021/2	022			2022/2	2023				2023/2024	
		Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
4235	Office Equipment	1,000	875	0	0	1,000	0	1,000	235	600	0	0
4240	Stationery & Consumables	2,100	2,287	0	0	2,300	0	2,300	1,725	3,000	0	0
4250	Telephones	1,600	1,334	0	0	1,800	0	1,800	1,171	2,000	0	0
4255	Broadband	1,000	319	0	0	1,000	0	1,000	187	700	0	0
4265	Photocopying/Printing	3,500	2,770	0	0	3,500	0	3,500	1,662	3,500	0	0
4275	Newsletter Production	2,900	2,618	0	0	3,000	0	3,000	2,196	3,000	0	0
4285	Books & Publications	250	0	0	0	250	0	250	14	200	0	0
4290	Subscriptions	3,000	2,676	0	0	3,200	0	3,200	2,741	3,500	0	0
4295	Land Registry	200	276	0	0	150	0	150	201	200	0	0
4300	Shop Local Map	0	0	0	0	500	0	500	0	0	0	0
4305	Queens Platinum Jubilee School	0	0	0	-1,200	2,800	0	1,600	1,099	0	0	0
4310	Bank Charges	25	0	0	0	0	0	0	0	0	0	0
4315	Room Hire	1,500	738	0	0	1,200	0	1,200	721	1,200	0	0
4325	Advertising	600	78	0	0	0	0	0	0	0	0	0
4330	IT Support	3,000	2,340	0	0	2,507	0	2,507	2,491	2,600	0	0
4335	IT Software	2,500	1,210	0	0	2,500	0	2,500	1,473	3,000	0	0
4340	IT Equipment	1,000	8	0	0	1,000	0	1,000	29	1,000	0	0
4345	Insurance	8,500	7,476	0	0	8,500	0	8,500	7,822	9,000	0	0
4350	Audit Fees	2,000	1,619	0	0	2,000	0	2,000	1,378	2,000	0	0
4355	Queens Jubilee Grants	0	0	0	0	5,000	0	5,000	5,150	0	0	0
4360	Professional Expenses	3,000	3,383	0	0	3,000	0	3,000	1,293	2,500	0	0
4365	Legal Fees	2,000	325	0	0	2,000	0	2,000	1,611	2,000	0	0
4375	Community Grants	3,800	3,110	0	0	4,000	0	4,000	3,110	4,000	0	0
4390	Opening Highstreets Safely	0	3,837	0	0	0	0	0	0	0	0	0

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		2021/2	2022			2022/2	2023				2023/2024	
		Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
4395	Welcome Pack	1,000	1,095	0	0	0	0	0	0	0	0	0
4585	Rubbish Collection Recycling	250	233	0	0	250	0	250	201	300	0	0
4715	Community Awards	0	0	0	0	2,000	0	2,000	0	0	0	0
4765	Volunteer Checks	200	0	0	0	200	0	200	0	0	0	0
4780	Event/s - TBC	12,230	2,952	0	0	0	0	0	0	0	0	0
4785	Consultation	4,750	0	0	0	0	0	0	0	0	0	0
	- Overhead Expenditure	218,715	195,990	0	0	250,857	0	250,857	171,066	249,400	0	0
6000	plus Transfer from EMR	0	0	0	0	0	0	0	286	0	0	0
	Movement to/(from) Gen Reserve	(218,715)	(195,990)			(250,857)		(250,857)	(170,780)	(249,400)		
<u>140</u>	Councillors/Civic											
4070	Training	2,000	95	0	0	1,000	0	1,000	320	1,000	0	0
4335	IT Software	1,000	2,598	0	0	2,000	0	2,000	0	100	0	0
4400	Councillor's Basic Allowance	3,000	2,925	0	0	3,000	0	3,000	2,632	3,000	0	0
4405	Chairman's Allowance	300	300	0	0	300	0	300	192	300	0	0
4410	Member's Travel Expenses	100	0	0	0	100	0	100	0	100	0	0
4415	Official Hospitality	500	0	0	0	0	0	0	0	0	0	0
	Overhead Expenditure	6,900	5,919	0	0	6,400	0	6,400	3,144	4,500	0	0
	 Movement to/(from) Gen Reserve	(6,900)	(5,919)			(6,400)		(6,400)	(3,144)	(4,500)		
200	Maintenance											
4010	Salary - Groundstaff	23,000	22,520	0	0	0	0	0	0	0	0	0
4025	Employer's NI	1,700	1,740	0	0	0	0	0	0	0	0	0
4035	Pension - LGPS	4,800	4,549	0	0	0	0	0	0	0	0	0

10:36

Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	2022			2022/2	2023				2023/2024	
		Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
4260	Mobile Telephones	400	388	0	0	450	0	450	113	170	0	(
4500	Protective Clothing	300	194	0	0	300	0	300	65	300	0	C
4505	Tools & Equipment	3,700	3,352	0	0	1,500	0	1,500	1,218	1,500	0	(
4570	Dog Fouling Bin Collections	418	461	0	0	500	0	500	0	550	0	C
4580	Green Waste Disposal	2,000	1,914	0	0	2,500	0	2,500	2,189	3,000	0	(
4595	BMX Track Maintenance	0	3,650	0	0	0	0	0	0	0	0	C
4630	Equipment Storage	6,000	6,000	0	0	6,000	0	6,000	4,500	6,000	0	(
4650	Play Area Inspections	500	385	0	0	500	0	500	403	500	0	C
4655	Play Area Maintenance	5,000	4,229	0	0	5,000	0	5,000	1,096	5,000	0	(
4665	Contractor-General	8,500	8,706	0	0	5,000	0	5,000	1,399	5,000	0	C
4670	Contractor-Grass	10,000	10,268	0	0	10,000	0	10,000	6,840	11,000	0	(
4675	Contractor-Trees & Hedges	12,500	0	0	0	2,500	0	2,500	5,675	12,500	0	C
4680	Contractor-Flowers & Beds	10,000	9,385	0	0	10,000	0	10,000	6,288	10,000	0	C
	- Overhead Expenditure	88,818	77,740	0	0	44,250	0	44,250	29,785	55,520	0	
6000	plus Transfer from EMR	0	3,000	0	0	0	0	0	4,347	0	0	C
	Movement to/(from) Gen Reserve	(88,818)	(74,740)		-	(44,250)	-	(44,250)	(25,438)	(55,520)		
<u>210</u>	Village Centre											
4665	Contractor-General	1,500	1,749	0	0	0	0	0	0	0	0	C
4695	Noticeboards	0	0	0	0	0	0	0	0	2,000	0	C
4795	Cleaning Village Monument	0	0	0	0	200	0	200	330	180	0	C
	Overhead Expenditure	1,500	1,749	0	0	200	0	200	330	2,180	0	
	 Movement to/(from) Gen Reserve	(1,500)	(1,749)		-	(200)	-	(200)	(330)	(2,180)		

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	2022			2022/2	2023				2023/2024	
	_	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
220	Mowers/Strimmers											
4605	Fuel	400	47	0	0	400	0	400	28	200	0	0
4610	Maintenance	1,500	964	0	0	1,500	0	1,500	835	1,500	0	0
	Overhead Expenditure	1,900	1,011	0	0	1,900	0	1,900	863	1,700	0	0
	Movement to/(from) Gen Reserve	(1,900)	(1,011)		-	(1,900)	-	(1,900)	(863)	(1,700)		
240	Vehicles											
4345	Insurance	1,200	948	0	0	1,200	0	1,200	901	1,200	0	0
4600	Purchase	3,000	0	0	0	3,000	0	3,000	0	3,000	0	0
4605	Fuel	1,100	1,364	0	0	1,500	0	1,500	1,380	2,000	0	0
4610	Maintenance	1,500	662	0	0	1,500	0	1,500	1,499	2,000	0	0
4620	Road Tax	250	275	0	0	270	0	270	0	270	0	0
	Overhead Expenditure	7,050	3,249	0	0	7,470	0	7,470	3,779	8,470	0	0
	Movement to/(from) Gen Reserve	(7,050)	(3,249)		-	(7,470)	-	(7,470)	(3,779)	(8,470)		
<u>250</u>	Street Lighting											
4200	Electricity	2,300	2,066	0	0	2,300	0	2,300	2,492	2,500	0	0
4610	Maintenance	5,500	5,059	0	0	5,500	0	5,500	5,140	6,000	0	0
	- Overhead Expenditure	7,800	7,125	0	0	7,800	0	7,800	7,632	8,500	0	0
	Movement to/(from) Gen Reserve	(7,800)	(7,125)		-	(7,800)	-	(7,800)	(7,632)	(8,500)		
260	Palmer Road Rec											
4660	Palmer Road Pavilion	5,000	1,197	0	0	5,000	0	5,000	0	2,500	0	0

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	022			2022/2	2023				2023/2024	
		Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
4670	Contractor-Grass	5,000	1,063	0	0	3,000	0	3,000	2,986	3,000	0	0
	Overhead Expenditure	10,000	2,260	0	0	8,000	0	8,000	2,986	5,500	0	0
	Movement to/(from) Gen Reserve	(10,000)	(2,260)		-	(8,000)	-	(8,000)	(2,986)	(5,500)		
280	Community Centre											
4450	CCTV Maintenance	3,000	0	0	0	3,000	0	3,000	400	2,000	0	0
4455	Alarms óó	2,000	2,329	0	0	2,000	0	2,000	780	2,000	0	0
4530	Buildings - Routine Maint.	9,000	1,732	0	0	5,000	0	5,000	6,076	5,000	0	0
4590	Rubbish Collection Gen. Waste	2,500	3,047	0	0	2,600	0	2,600	1,486	2,200	0	0
4680	Contractor-Flowers & Beds	0	0	0	0	0	0	0	780	0	0	0
	- Overhead Expenditure	16,500	7,108	0	0	12,600	0	12,600	9,523	11,200	0	0
	Movement to/(from) Gen Reserve	(16,500)	(7,108)		-	(12,600)	-	(12,600)	(9,523)	(11,200)		
<u>290</u>	Skate Bowl											
4200	Electricity	600	404	0	0	600	0	600	985	600	0	0
4610	Maintenance	2,000	757	0	0	3,000	0	3,000	0	3,000	0	0
4665	Contractor-General	1,500	55	0	0	0	0	0	0	0	0	0
	Overhead Expenditure	4,100	1,216	0	0	3,600	0	3,600	985	3,600	0	0
	Movement to/(from) Gen Reserve	(4,100)	(1,216)		-	(3,600)	-	(3,600)	(985)	(3,600)		
<u>310</u>	Angmering @ Christmas											
4240	Stationery & Consumables	800	1,633	0	0	1,500	0	1,500	558	1,500	0	0
4325	Advertising	100	100	0	0	100	0	100	16	100	0	0
4700	Christmas Tree	2,000	3,040	0	0	3,500	0	3,500	0	3,500	0	0

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	2022			2022/2	2023				2023/2024	
	_	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
4705	Festive Lights	1,000	0	0	0	1,000	0	1,000	0	1,000	0	0
4755	Event Equipment Hire	300	232	0	1,200	3,000	0	4,200	4,610	4,200	0	0
4760	Event Staffing	0	0	0	0	1,000	0	1,000	0	1,000	0	0
	Overhead Expenditure	4,200	5,005	0	1,200	10,100	0	11,300	5,184	11,300	0	0
	Movement to/(from) Gen Reserve	(4,200)	(5,005)		-	(10,100)	-	(11,300)	(5,184)	(11,300)		
320	Community Clean Up Sessions											
4240	Stationery & Consumables	450	0	0	0	0	0	0	0	0	0	0
4315	Room Hire	200	0	0	0	0	0	0	0	0	0	0
4325	Advertising	100	0	0	0	0	0	0	0	0	0	0
4505	Tools & Equipment	400	190	0	0	0	0	0	0	0	0	0
	Overhead Expenditure	1,150	190	0	0	0	0	0	0	0	0	0
	Movement to/(from) Gen Reserve	(1,150)	(190)		-	0	-	0	0	0		
330	Flicks On The Picth											
4505	Tools & Equipment	0	0	0	0	5,000	0	5,000	5,423	6,000	0	0
	Overhead Expenditure	0	0	0	0	5,000	0	5,000	5,423	6,000	0	0
	Movement to/(from) Gen Reserve	0	0		-	(5,000)	-	(5,000)	(5,423)	(6,000)		
<u>350</u>	Community Sessions											
4240	Stationery & Consumables	1,000	14	0	0	1,000	0	1,000	13	1,000	0	0
4315	Room Hire	200	45	0	0	200	0	200	92	200	0	0
4325	Advertising	100	0	0	0	100	0	100	0	50	0	0
4830	Community Transport	0	0	0	0	0	0	0	0	500	0	0

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	022			2022/2	2023				2023/2024	
	_	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
	Overhead Expenditure	1,300	59	0	0	1,300	0	1,300	105	1,750	0	0
	Movement to/(from) Gen Reserve	(1,300)	(59)		-	(1,300)	-	(1,300)	(105)	(1,750)		
<u>360</u>	Mayflower/Mayflower Way											
4365	Legal Fees	3,000	4,242	0	0	3,000	0	3,000	428	3,000	0	0
4665	Contractor-General	5,500	5,500	0	0	3,000	0	3,000	1,460	3,000	0	0
4725	Solar Lighting	0	0	0	0	0	0	0	14,575	0	0	0
4775	Improvements	15,300	1,720	0	-2,500	13,356	0	10,856	4,881	15,608	0	0
	– Overhead Expenditure	23,800	11,462	0	-2,500	19,356	0	16,856	21,344	21,608	0	0
6000	plus Transfer from EMR	0	0	0	0	0	0	0	14,575	0	0	0
	Movement to/(from) Gen Reserve	(23,800)	(11,462)		-	(19,356)	-	(16,856)	(6,769)	(21,608)		
<u>370</u>	Parish Assembly											
4240	Stationery & Consumables	300	0	0	200	500	0	700	611	700	0	0
4315	Room Hire	100	0	0	-100	100	0	0	0	0	0	0
4325	Advertising	0	0	0	-100	200	0	100	82	100	0	0
	_ Overhead Expenditure	400	0	0	0	800	0	800	693	800	0	0
	Movement to/(from) Gen Reserve	(400)	0		-	(800)	-	(800)	(693)	(800)		
380	Volunteers											
4240	Stationery & Consumables	300	13	0	0	400	0	400	50	100	0	0
4325	Advertising	0	0	0	0	50	0	50	0	0	0	0
4505	Tools & Equipment	0	0	0	0	400	0	400	0	200	0	0

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

		2021/2	2022			2022/	2023				2023/2024	
	-	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
	Overhead Expenditure	300	13	0	0	850	0	850	50	300	0	0
	Movement to/(from) Gen Reserve	(300)	(13)			(850)	-	(850)	(50)	(300)		
<u>390</u>	BMX Track											
4610	Maintenance	1,500	0	0	0	2,000	0	2,000	0	2,000	0	0
	Overhead Expenditure	1,500	0	0	0	2,000	0	2,000	0	2,000	0	0
	Movement to/(from) Gen Reserve	(1,500)	0		-	(2,000)	-	(2,000)	0	(2,000)		
<u>410</u>	Angmering Revealed											
4240	Stationery & Consumables	0	0	0	0	200	0	200	36	100	0	0
4315	Room Hire	0	0	0	0	200	0	200	122	150	0	0
4325	Advertising	0	0	0	0	200	0	200	16	100	0	0
4505	Tools & Equipment	0	0	0	0	2,000	0	2,000	1,970	3,000	0	0
	- Overhead Expenditure	0	0	0	0	2,600	0	2,600	2,145	3,350	0	0
	Movement to/(from) Gen Reserve	0	0		•	(2,600)		(2,600)	(2,145)	(3,350)		
<u>420</u>	Remembrance Day											
4240	Stationery & Consumables	0	0	0	0	100	0	100	0	50	0	0
4505	Tools & Equipment	0	0	0	0	200	0	200	0	100	0	0
	- Overhead Expenditure	0	0	0	0	300	0	300	0	150	0	0
	Movement to/(from) Gen Reserve	0	0		-	(300)	-	(300)	0	(150)		
<u>430</u>	Sundowners											

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		2021/2	2022		2022/2023					2023/2024			
		Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward	
4325	Advertising	0	0	0	-200	200	0	0	0	0	0	0	
4755	Event Equipment Hire	0	0	0	-1,000	1,000	0	0	0	0	0	0	
	Overhead Expenditure	0	0	0	-1,200	1,200	0	0	0	0	0	0	
	 Movement to/(from) Gen Reserve	0	0		-	(1,200)	-	0	0	0			
<u>440</u>	Lloyd Goring Garden												
4325	Advertising	0	0	0	0	200	0	200	8	100	0	0	
4505	Tools & Equipment	0	0	0	0	3,000	0	3,000	0	0	0	0	
4665	Contractor-General	0	0	0	0	2,000	0	2,000	1,363	2,000	0	0	
	Overhead Expenditure	0	0	0	0	5,200	0	5,200	1,370	2,100	0	0	
	Movement to/(from) Gen Reserve	0	0		-	(5,200)	-	(5,200)	(1,370)	(2,100)			
<u>500</u>	Allotments												
1000	Rent Received	900	900	0	0	900	0	900	0	900	0	0	
	– Total Income	900	900	0	0	900	0	900	0	900	0	0	
4800	Rent Paid	825	825	0	0	825	0	825	0	825	0	0	
	- Overhead Expenditure	825	825	0	0	825	0	825	0	825	0	0	
	 Movement to/(from) Gen Reserve	75	75		-	75	-	75	0	75			
<u>650</u>	Corner House Flat												
1000	Rent Received	8,000	8,417	0	0	8,000	0	8,000	5,698	8,000	0	0	
	- Total Income	8,000	8,417	0	0	8,000	0	8,000	5,698	8,000	0	0	

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		2021/2	2022		2022/2023						2023/2024			
	_	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward		
4380	Loan Charges	8,142	8,142	0	0	8,142	0	8,142	4,071	8,142	0	0		
4530	Buildings - Routine Maint.	1,000	401	0	0	1,000	0	1,000	0	1,000	0	0		
	Overhead Expenditure	9,142	8,543	0	0	9,142	0	9,142	4,071	9,142	0	0		
	 Movement to/(from) Gen Reserve	(1,142)	(126)		-	(1,142)	-	(1,142)	1,627	(1,142)				
670	Speed Indicator Devices													
4790	Speed Indicator Device Units	0	0	0	0	6,000	0	6,000	0	4,000	0	0		
	Overhead Expenditure	0	0	0	0	6,000	0	6,000	0	4,000	0	0		
	Movement to/(from) Gen Reserve	0	0		-	(6,000)	-	(6,000)	0	(4,000)				
680	Youth Sessions													
4240	Stationery & Consumables	0	0	0	0	250	0	250	0	100	0	0		
4325	Advertising	0	0	0	0	250	0	250	0	100	0	0		
4710	MH Youth Sessions	0	0	0	0	4,000	0	4,000	0	0	0	0		
4720	Summer Activities	0	0	0	0	2,000	0	2,000	0	3,000	0	0		
	Overhead Expenditure	0	0	0	0	6,500	0	6,500	0	3,200	0	0		
	Movement to/(from) Gen Reserve	0	0		-	(6,500)	-	(6,500)	0	(3,200)				
<u>690</u>	Pumpkin/Halloween Event													
4240	Stationery & Consumables	0	0	0	0	200	0	200	219	250	0	0		
4315	Room Hire	0	0	0	0	100	0	100	42	75	0	0		
4325	Advertising	0	0	0	0	100	0	100	16	50	0	0		
	_ Overhead Expenditure	0	0	0	0	400	0	400	277	375	0	0		

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		2021/	2022			2022/2	2023				2023/2024	
	-	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
	Movement to/(from) Gen Reserve	0	0		-	(400)		(400)	(277)	(375)		
700	Skate Jam											
4240	Stationery & Consumables	0	0	0	445	0	0	445	0	100	0	0
4325	Advertising	0	0	0	50	0	0	50	16	50	0	0
4755	Event Equipment Hire	0	0	0	305	0	0	305	305	350	0	0
4805	Leisure Providers	0	0	0	1,700	0	0	1,700	600	300	0	0
	- Overhead Expenditure	0	0	0	2,500	0	0	2,500	921	800	0	0
	Movement to/(from) Gen Reserve	0	0		-	0		(2,500)	(921)	(800)		
<u>710</u>	Kings Corronation 2023											
4375	Community Grants	0	0	0	0	0	0	0	0	8,000	0	0
4820	Flag Pole and Accessories	0	0	0	0	0	0	0	0	2,000	0	0
	- Overhead Expenditure	0	0	0	0	0	0	0	0	10,000	0	0
	Movement to/(from) Gen Reserve	0	0		-	0	-	0	0	(10,000)		
720	Village Entrances											
4665	Contractor-General	0	0	0	0	0	0	0	0	12,500	0	0
4825	Street Furniture	0	0	0	0	0	0	0	0	2,500	0	0
	Overhead Expenditure	0	0	0	0	0	0	0	0	15,000	0	0
	Movement to/(from) Gen Reserve	0	0		-	0	•	0	0	(15,000)		

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Angmering Parish Council Annual Budget - By Centre (Actual YTD Month 9)

	2021/	2022			2022/2	2023				2023/2024	
-	Budget	Actual	Brought Forward	Net Virement	Agreed	EMR	Total	Actual YTD	Agreed	EMR	Carried Forward
Total Budget Income	405,900	459,084	0	0	414,650	0	414,650	436,105	443,270	0	0
Expenditure	405,900	329,464	0	0	414,650	0	414,650	271,676	443,270	0	0
Net Income over Expenditure	0	129,619	0	0	0	0	0	164,428	0	0	0
plus Transfer from EMR	0	3,000	0	0	0	0	0	19,208	0	0	0
less Transfer to EMR	0	108,494	0	0	0	0	0	7,933	0	0	0
Movement to/(from) Gen Reserve	0	24,125			0	-	0	175,704	0		

ARUN DISTRICT COUNCIL	
WEST SUSSEX COUNTY COUNCIL	
CRAYFERN HOMES LIMITED	
PETER JOHN TAYLOR AND ANNE MARY TAYLOR AND SEAN PATRICK TAYLOR AND ANDREW JOSEPH TAYLOR	
Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at North of Mayflower Way Angmering BN16 4AY Planning ref: A/46/19/PL	
Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON	
	WEST SUSSEX COUNTY COUNCIL CRAYFERN HOMES LIMITED PETER JOHN TAYLOR AND ANNE MARY TAYLOR AND SEAN PATRICK TAYLOR AND ANDREW JOSEPH TAYLOR Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at North of Mayflower Way Angmering BN16 4AY Planning ref: A/46/19/PL Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF

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Dat	e: 2020
ΡΑ	TTES:
4 .	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")

- 3. CRAYFERN HOMES LIMITED (Company Number 02703219) whose registered addressed is Victoria House 14 St John's Road Hedge End Southampton SO30 4AB ("the Applicant")
- 4 PETER JOHN TAYLOR AND ANNE MARY TAYLOR of Hamra House Spinney Lane Itchenor Chichester PO20 7DJ and 3 Old Town Court, Market Hill Cowes PO31 7TT and SEAN PATRICK TAYLOR AND ANDREW JOSEPH TAYLOR of 19 Luttrell Avenue London SW15 6PD and Hamra House Spinney Lane Itchenore Chichester PO20 7DJ "the Owner"

WHEREAS

1.	The Council is the local planning authority, and the local authority responsible for housing, public open space and recreation facilities for the area in which the Land is situated
2.	The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire rescue services for the area in which the Land is situated
З.	The Owner is registered as freehold owner of the Land at HM Land Registry comprised in the title numbers WSX125334 WSX113756 and WSX375116
4.	The Applicant has made the Planning Application and is proposing to carry out the Development
5.	This Agreement is made as a Deed

NOW THIS AGREEMENT WITNESSETH as follows:

å,	Interpretation						
1.1	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:						
	"Act"	means the Town and Country Planning Act 1990 as amended					
	"Affordable Housing Contribution"	means the sum of £576,000.00 (five hundred and seventy six thousand pounds) and paid to the Council					

	in accordance with Paragraph 1 of the First Schedule to be transferred to the ACLT for the provision of Affordable Housing on the ACLT Land or to contribute to the provision of Affordable Housing on a site elsewhere in Angmering
"ANGMERING COMMUNITY LAND TRUST (ACLT)"	means the Angmering Community Land Trust of c/o Angmering Community Centre, Foxwood Avenue, Angmering, West Sussex, BN16 4FU
"ACLT Land"	means the land to the south of Mayflower Way as shown edged in red on the ACLT Land Plan
"ACLT Land Plan"	means the plan attached as Appendix 3
"BCIS index"	means the All in Tender Price Index of the Building Costs Information Service of the Royal Institute of Chartered Surveyors
"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works Land clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence ", "Commencement", "Commenced" shall be construed accordingly
	means all parts of the Land to be that are not intended to become adopted and maintainable at the public expense including but not limited to landscaped areas footpaths estate roads and land to be used as public open space from time to time provided or designated by the Management Company for the common or general use by or for the benefit of occupiers tenants or licensees of the Land and where appropriate their respective employees agents and licensees and all others from time to time authorised by the Management Company and to be maintained in accordance with Paragraph 2 of the First Schedule
Scheme"	means a scheme to be submitted and approved by the Council prior to First Occupation of the first Dwelling Unit. The scheme is to include landscaping and green infrastructure on the Common Parts

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"the Development"	means the development of the Land pursuant to the Planning Permission				
"Dwelling Unit"	means a residential dwelling unit to be constructed or the Land pursuant to this Planning Permission and "Dwelling Units" shall be construed accordingly.				
"Fire and Rescue Contribution"	means the sum of £873.00 (eight hundred and seventy three pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable to the County Council in accordance with paragraph of the Second Schedule being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards the provision of additional fire safety equipment for vulnerable persons in West Sussex Fire Rescue Services Southern Area serving Angmering PROVIDED THAT should Commencement of Development take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics				
"First Occupation"	means beneficial Occupation for any use for which the Proposed Development was designed other than Occupation for the purposes of construction, fitting out or marketing				
"Index Linked"	means indexation adjusted in accordance with clause				
"Interest Rate"	means the rate of 4% above the base rate from time to time of Lloyds Bank applicable at the date the relevant contribution under this Agreement is paid				
"Land"	means land known as Land North of Mayflower Way Angmering BN16 4AY shown on the Location Plan for identification purposes attached hereto as Appendix 2 and being registered at the Land Registry under the titles WSX125334 WSX113756 and WSX375116				
"Libraries Contribution"	means the sum £10,898.00 (ten thousand eight hundred and ninety eight pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics payable to the County Council in accordance with Paragraph 3 Second Schedule of this Agreement being a financia contribution towards the costs of providing the				

	additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards the upgrading of digital services at Angmering Library PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
 "Location Plan"	means the plan attached as Appendix 2
 "Management Company"	means a management company incorporated by the Owner to hold the freehold interest in the Common Parts
"Mayflower Park Contribution"	means the sum of £30,000.00 (thirty thousand pounds) and paid to the Council in accordance with Paragraph 5 of the Schedule 1 to contribute to improvements at Mayflower Park
"Monitoring Fees"	means a contribution of the sum of £1200.00 (one thousand two hundred pounds) towards the Council's costs in monitoring compliance with this deed.
"NPPF"	means the National Planning Policy Framework in force at the time that this Agreement is completed or at the time any appeal is determined
 "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 occupations
 "Parish Council"	Angmering Parish Council of Corner House The Square Angmering Littlehampton BN16 4EA
 "Plan"	means the Plan attached as Appendix 2
 "Planning Application"	means the application for Planning Permission under A/46/19/PL.
"Planning Permission"	means a planning permission for the Proposed Development granted pursuant to the Application in the form of the draft attached to this agreement as Appendix 1
 "Primary Education Contribution"	means the sum of £104,125.00 (one hundred and four thousand one hundred and twenty five pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable to the County Council in accordance with paragraph 1 of the Second Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to

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"Proposed Development" "RICS"	accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at St Margaret's CofE Primary School PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census
"RPI Index"	means the Retail Price Index All Items Index Published by the Office for National Statistics or any successor organisation
"Secondary Education Contribution"	means the sum of £112,059.00 (one hundred and twelve thousand and fifty nine pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable to the County Council in accordance with paragraph 2 of the Second Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be spent on fixtures, fittings and equipment at phase 2 of the new secondary school serving Arun PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
"Sixth Form Contribution"	means the sum of £26,252.00 (twenty six thousand two hundred and fifty two pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and paid to the County Council in accordance with paragraph of the Second Schedule being a financia contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for sixth form education services that would be generated by the Development and to be used towards additional equipment at The Angmering School Sixth Form PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be

			re-calculated using the latest published census statistics published by the Office for National Statistics		
	"Specified Date" "VAT" "Working Day"		means the date upon which a financial obligation is required to be paid pursuant to this Agreement		
			value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax		
			any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England		
2.	INTERPRETATION				
	2.1				
	2.2	A " person " includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).			
	2.3	A reference to a " company " shall include any company, corporation or other body corporate, where and however incorporated or established.			
	2.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.			
	2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.			
	2.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.			
	2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.			
	2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.			
:	2.9	A reference to "writing" and "written" does not include fax or email.			
	2.10	References to clauses and Schedules are to the clauses and schedules of this Agreement			
	2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done			

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	2.12	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.				
	2.13	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually				
3. LEGAL BASIS		L BASIS				
	3.1	This Agreement constitutes a planning obligation for the purposes of Section 106 of the Act, Sections 111, Section 1 Localism Act 2011 and any other enabling powers				
	3.2	The covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns. To the extent that they fall outside of the scope of Section 106 of the Act the covenants and obligations herein are entered into by the parties pursuant to Sections 111, Section 1 Localism Act 2011 and all other enabling powers.				
	3.3	The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council and County Council (as appropriate) in accordance with Section 106 of the Act.				
	3.4	The Applicant acknowledges that the Land will be bound by the planning obligations contained in this Deed.				
<i>5</i> 2						
4	CONDITIONALITY					
	4.1	This Agreement is conditional upon:				
		4.1.1 the grant of the Planning Permission				
		4.1.2 the Commencement of the Development				
		save for the provisions of Clauses 3, 4, 8.1, 8.2, 16,17, 18 and 19 which shall come into effect immediately upon completion of this Agreement.				
	4.2	In the event that the Planning Application or any planning condition is subject to an appeal then each planning obligation in this Agreement is also conditional upon:				
		4.2.1 The Secretary of State or the planning inspector deciding the				

*******	6.1	The Council cov	venants with the Owner, and the County Council as set out			
6	THEC	OUNCIL'S COVE	NANTS			
	5.3	least 7 (seven)	enants with the Council, and County Council to give at Working Days written notice to the Council, and the County ate of Commencement and the date of First Occupation.			
	5.2		enants with the County Council so as to bind the Land to gations as set out in Second Schedule.			
	5.1		enants with the Council so as to bind the Land to perform as set out in First Schedule.			
5	THE	DWNERS' COVEN	IANTS			
	4.3	In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owner shall be released any of the obligations in this Agreement that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.				
		decid any i comp imma weigh that p to ha Agree oblige remai that s	event that the Secretary of State or the planning inspector ing the appeal expressly states in his Decision Letter that individual planning obligation within the Agreement is not liant with the CIL Regulations and/or the NPPF or it terial to the grant of the Planning Permission and that ne it has been given to the same in reaching his decision the planning obligation or those planning obligations will cease inverse effect and shall be void for the purposes of this ement and shall have no effect and the Owner shall not be add to comply with the terms of that obligation and the ning clauses will remain in full force and effect provided everance is achievable.			
		4.2.1	.4 Complies, in all other respects with Regulation 12 of the CIL Regulations			
		4.2.1	.3 Fairly and reasonably related in scale and kind t the Development; and			
		4.2.1	.2 Directly related to the Development; and			
		4.2.1	.1 Necessary to make the Development acceptable i planning terms; and			
		appe	al being satisfied that it is:			

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		in the Third Schedule.				
7	THE COUNTY COUNCIL'S COVENANTS					
	7.1	The County Council covenants with the Owner, and the Council as set out in the Fourth Schedule.				
8.	MISCELLANEOUS					
	8.1	The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement				
	8.2	The Owner shall pay to the County Council on completion of this Agreement the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement				
	8.3	No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.				
	8.4	This Agreement shall be registrable as a local land charge by the Council.				
	8.5	Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council, or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.				
	8.6	Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.				
	8.7	Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.				
	8.8	This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.				
*******	8.9	Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of				

		this Agreement.			
	8.10	Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority			
9	EXCLUSIONS OF LIABILITY				
	9.1	No person shall be liable for any breach of any of the obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.			
	9.2	No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.			
	9.3	This Agreement shall not be enforceable against any owner, occupier or tenant of any Dwelling Unit constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them			
	9.4	The obligations in this Agreement shall not bind or be enforceable against any mortgagee, chargee or any successor in title to such mortgagee chargee or receiver.			
	9.5	Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land			
	9.6	The obligations in this Agreement shall not bind or be enforceable against any statutory undertaker who has or takes in the future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development			
10	WAIVER				
	or defa this Ag preven	ver (whether expressed or implied) by the Council or Owner of any breach ult in performing or observing any of the covenants terms or conditions of reement shall constitute a continuing waiver and no such waiver shall t the Council or the Owner from enforcing any of the relevant terms or ons or for acting upon any subsequent breach or default.			

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11	CHANGE IN OWNERSHIP			
	The Owner agrees with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of Occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council of any change of ownership affecting a Dwelling Unit.			
12	FUTUR		ION 73 CONSENTS	
	12.1	Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Agreement:		
		12.1.1	the obligations in this Agreement shall relate to and bind such Section 73 Consent; and	
		12.1.2	the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;	
	12.2	nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;		
	12.3 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;			
	12.4 the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Agreement; and			
	12.5 the Council reserves the right to insist upon the completion of a separate planning obligation by Agreement of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.			
13	INDEX LINKED			

	13.1	the Counc	ere is an express provision to the contrary the Owner agrees with cil that any sum payable by the Owner and referred to in 1 shall be increased by the application of the following formula:	
			$A = (B \times C)$ divided by D	
	Where	A	is the sum actually payable on the Specified Date	
*****		В	is the original sum mentioned in this Agreement	
		C	is the RPI Index for the month two months before the Specified Date	
		D	is the RPI Index for the month two months before the date that Planning Permission is granted	
		C/D	is equal to or greater than 1	
	13.2	Unless there is an express provision to the contrary the Owner agrees with the County Council that any sum payable by the Owner and referred to in Schedule 2 shall be increased by the application of the following formula:		
	18110		$A = (B \times C) \text{ divided by } D$	
	Where	A	is the sum actually payable on the Specified Date	
		В	is the original sum mentioned in this Agreement or such sum as may have been recalculated where Commencement of Development occurs after 2021	
		С	is the BCIS Index for the quarter preceding the Specified Date	
		D	is the BCIS Index for the quarter preceding the date that Planning Permission is granted or where Commencement of Development occurs after 2021 the BCIS Index for the final quarter of 2021	
		C/D	is equal to or greater than 1	
	13.3	Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owner in writing.		
14	INTEREST			
*******	If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment applying the Interest Rate			
15	VAT			
		-1	ven in accordance with the terms of this Agreement shall be	

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16	NOTICES				
	16.1		e or other communication to be given under or in connection with reement must be in writing and must be:		
			delivered by hand; or		
		16.1.2	sent by pre-paid first class post or other next working day delivery service.		
	16.2	, ,	tice or other communication to be given under this Agreement mus to the relevant party as follows:		
		16.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention o the Planning Department and quoting the Planning Application number;		
		16.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number: A/46/19/PL		
		16.2.3	to the Owner at: Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ		
		16.2.4	to the Applicant at Victoria House 14 St John's Road Hedge End Southampton SO30 4AB		
	16.3		tice or other communication given in accordance with clause 16.1 use 16.2 will be deemed to have been received:		
		16.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;		
	<u> </u>	16.3.2	if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting		
	16.4	2	e or other communication given under this Agreement shall not be given if sent by email.		

	16.5	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.		
17	JURIS	DICTION		
	· •	greement is governed by and interpreted in accordance with the law of d and the parties submit to the non exclusive jurisdiction of the courts of d.		
18	DISPU	TES		
	Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any other statutory modification or re-enactment for the time being in force			
19	For 1 19.61			
12	DELIVI			
	2 F	ovisions of this Agreement (other than this clause which shall be of ate effect) shall be of no effect until this Agreement has been dated.		

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		FIRST SCHEDULE
		The Owner Covenants with the Council
Th	e Own	er covenants with the Council as follows:
1	Affor	dable Housing Contribution
	1.1	Prior to the Commencement of Development to pay to the Council 100% of the Affordable Housing Contribution.
	1.2	Not to cause or permit Commencement of Development until 100% of the Affordable Housing Contribution has been paid to the Council.
2	Com	mon Parts
	2.1	To submit to the Council a Common Parts Scheme to be agreed with the Council prior to First Occupation of the First Dwelling Unit.
	2.2	Not to cause or permit First Occupation of the First Dwelling Unit prior to acceptance of the Common Parts Scheme.
	2.3	Prior to First Occupation of the 24 th Dwelling Unit to provide the Common Parts in line with the Common Parts Scheme.
	2.4	Not to cause or permit First Occupation of the 24 th Dwelling Unit prior to provision of the Common Parts in line with the Common Parts Scheme.
	2.5	To ensure all costs associated with the Common Parts will be paid by the Management Company and/or Owner.
	2.6	To ensure the Common Parts are continued to be managed, maintained and safeguarded by the Owner and/or Management Company in perpetuity.
	W. M. B. A.	
3.	3.1	To ensure any lease, licence, transfer deed or any other form of disposal of a Dwelling Unit will contain a restrictive covenant prohibiting the removal of any trees on the Land.
	3.2	To provide to the Council on written request a copy of any transfer deed, licence lease or any other form of disposal for any of the Dwelling Units to evidence the restrictive covenant stated in 3.1.
	3.3	To replace any trees on the Common Parts on the Land which die, are removed or become seriously damaged or diseased unless the Council gives written consent to any variation.
	3.4	To replace trees in the Common Parts as necessary under clause 3.3 during the planting season between November and February of the year

		the trees are deemed to be dead, removed, damaged or seriously diseased unless the Council gives written consent to any variation.		
	3.5	To write to the Council prior to replacing any trees in line with 3.3 to ensure the proposed trees to be planted meet the requirements of the Tree Preservation Officer for the time being of the Council, such requirements to be agreed between the Owner and/or Management Company and the Council.		
	3.6	To comply with the covenants set out in 3.1 – 3.5 in perpetuity.		
4.	Moni	Monitoring Fee		
	4.1	To pay to the Council on Commencement of Development the Monitoring Fee		
5.	Mayf	Aaytlower Park Contribution		
		5.1 Prior to the First Occupation of the 20 th Dwelling Unit to pay to the Council the Mayflower Park Contribution		
		5.2 Not to cause or permit the First Occupation of the 20 th Dwelling Unit before the Mayflower Park Contribution has been paid to the Council.		

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		SECOND SCHEDULE
		The Owner Covenants with the County Council
Th	e Own	er covenants with the County Council as follows:
1	Prim	ary Education Contribution
	1.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Primary Education Contribution.
	1.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Primary Education Contribution has been paid to the County Council.
2	Seco	Indary Education Contribution
0644	2.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Secondary Education Contribution.
	2.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Secondary Education Contribution has been paid to the County Council.
3	Libra	I ary Contribution
	3.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Library Contribution.
	3.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Library Contribution has been paid to the County Council.
4	Fire	and Rescue Contribution
	4.1	Prior to Commencement of the Development to pay to the County Council the Fire and Rescue Contribution.
	4.2	Not to cause or permit the Commencement of the Development to occu before the Fire and Rescue Contribution has been paid to the County Council.
5	Sivth	Form Contribution
-30"	5.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Sixth Form Contribution.
	5.2	Not to cause or permit the First Occupation of the first Dwelling Unit before the Sixth Form Contribution has been paid to the County Council.

		THIRD SCHEDULE
Th,	a Coun	Council Covenants
3 5 53	s ooun	ci coveriants with the Owner as follows.
1.	Aff	ordable Housing Contribution
	1.1	Upon receipt of 100% of the Affordable Housing Contribution under paragraph 1 of the First Schedule it will offer to pay the Affordable Housing Contribution to the ACLT by way of deed of agreement for the provision of Affordable Housing on the ACLT Land PROVIDED THAT in the event that the ACLT does not accept that offer within 1 year then the Council will hold the Affordable Housing contribution in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the provision of Affordable Housing in the parish of Angmering
	1.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Affordable Housing Contribution to issue to the party that paid the Affordable Housing Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the Affordable Housing Contribution has been expended by the Council
	1.3	If or to the extent that any of the Affordable Housing Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Affordable Housing Contribution any unexpended part of any of Affordable Housing Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Affordable Housing Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Affordable Housing Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Affordable Housing Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Affordable Housing Contribution in the manner set out in paragraph 1.3 of this Schedule
2.	Maw	flower Park Contribution
	2.1	
		paragraph 5 of the First Schedule it will offer the Mayflower Park
		Contribution to the Parish Council by way of deed of agreement for the

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	contribution to improvements at Mayflower Park on the Land PROVIDED THAT in the event that the Parish does not accept that offer within 1 year then the Council will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
2.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Mayflower Park Contribution to issue to the party that paid the Mayflower Park Contribution an account certified by the Council detailing how the Mayflower park Contribution has been expended.
2.3	If or to the extent that any of the Mayflower Park Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Mayflower Park Contribution any unexpended part of any of Mayflower Park Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
2.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Mayflower Park Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Mayflower Park Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Mayflower park Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Mayflower Park Contribution in the manner set out in paragraph 1.3 of this Schedule

		FOURTH SCHEDULE	
		County Council Covenants	
The	County	Council covenants with the Owner as follows:	
1	Primary Education Contribution		
	1.1	Upon receipt of the Primary Education Contribution under paragraph 1 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.	
	1.2	Upon written request on or after ten (10) years of the date of receipt of the Primary Education Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.	
	1.3	If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.	
	1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 1.3 of this Schedule	
2	Seco	ndary Education Contribution	
	2.1	Upon receipt of the Secondary Education Contribution under paragraph 2 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.	
	2.2	Upon written request on or after ten (10) years of the date of receipt of the Secondary Education Contribution to issue to the party that	

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		paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
	2.3	If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of the Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.
3	Libra	ry Contribution
	3.1	Upon receipt of the Library Contribution under paragraph 4 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	3.2	Upon written request on or after ten (10) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
	3.3	If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of

		the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	3.4	If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 3.3 of this Schedule.
4	Fire	and Rescue Contribution
: :	4.1	Upon receipt of the Fire and Rescue Contribution under paragraph 5 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	4.2	Upon written request on or after ten (10) years of the date of receipt of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.
	4.3	If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of the Fire and Rescue Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	4.4	If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 4.2 of this

ARUN DISTRICT COUNCIL A/46/19/PL

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		Schedule and refund any unexpended part of the Fire and Rescue
		Contribution in the manner set out in paragraph 4.3 of this Schedule.
5	Sixth	Form Contribution
	5.1	Upon receipt of the Sixth Form Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	5.2	Upon written request on or after ten (10) years of the date of receipt of the Sixth Form Contribution to issue to the party that paid the Sixth Form Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Sixth Form Contribution has been expended by the County Council.
	5.3	If or to the extent that any of the Sixth Form Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the Sixth Form Contribution any unexpended part of any of Sixth Form Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Sixth Form Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Sixth Form Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 5.3 of this Schedule.

APPENDIX 1

DRAFT PLANNING PERMISSION

	RUN TRICT COUNCIL	Town & Country Planning Act 1990 (as amended) Town and Country Planning (Development Management Procedure) (England) Order 2015 Application for Planning Permission DECISION NOTICE
		Application Ref: A/46/19/PL
1	To Addressee	
	MatPlan Limited 7 Siskin Gate Bracknell RG12 8BF	
2	Site Address Land North of N Angmering BN16 4AY	layflower Way U

Description of Development

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Erection of 24 No. dwellings with garaging & open resident & visitor parking with new access from Mayflower Way. Provision of hard & soft landscaping & open space, foul & surface water drainage systems & other associated works.

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

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

2 The development hereby approved shall be carried out in accordance with the following approved plans:

1701:1.01 Location Plan 1701:2.10 Site Plan 1701:2.11 Floor Plans 1701:2.12 Elevations Sheet 1 of 2 1701:2.13 Elevations Sheet 2 of 2 1701:2.14 Street Elevations 1701:2.15 Cycle Store

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy D DM1 of the Arun Local Plan.

3 No development shall commence until the vehicular access serving the development has been constructed in accordance with the approved planning drawing.

Reason: In the interests of road safety and to accord with approved policy in accordance with policy D DM1 of the Arun Local Plan.

Arun District Council A/46/19/PL

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ARUN DISTRICT COUNCIL A/46/19/PL

4 No part of the development shall be first occupied until visibility splays of 2.4 metres by 43 metres have been provided at the proposed site vehicular access onto Mayflower Way in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: In the interests of road safety in accordance with policies D DM1 and TSP1 of the Arun Local Plan.

5 The buildings shall not be occupied until the parking spaces/turning facilities/and garages shown on the submitted plans have been provided and constructed. The areas of land so provided shall not thereafter be used for any purpose other than the parking/turning/and garaging of vehicles.

Reason: To ensure that adequate and satisfactory provision is made for the accommodation of vehicles clear of the highways in accordance with policies D DM1 and TSP1 of Arun Local Plan.

6 The buildings shall not be occupied until the cycle parking stores shown on the submitted plans have been provided and constructed. The stores so provided shall be retained in perpetuity and used for the parking of cycles.

Reason: To ensure that adequate and satisfactory provision is made for the accommodation of vehicles clear of the highways in accordance with policy TSP1 of Arun Local Plan.

7 The development shall proceed in accordance with the mitigation referred to in the Reptile Presence/ Absence Survey Report (Oct 2017) submitted with the application.

Reason: In the interests of biodiversity to accord with policy ENV DM5 of Arun Local Plan.

8 No plant or machinery shall be operated, no process carried out and no deliveries taken or despatched from the site except between the hours of 07:00 and 18:00 hours on Monday to Fridays inclusive; 08:00 and 13:00hours on Saturday; not at any time on Sundays or Public or Bank Holidays.

Reason: In order to safeguard the amenity of nearby residential properties in accordance with policy D DM1 of Arun Local Plan .

9 External lighting in association with this development shall comply with Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light, Obtrusive Light Limitations for Exterior Lighting Installations for Zone E3 - Suburban.

Reason: To control the residential amenities of the local environment in accordance with Arun Local Plan policies QE SP1, QE DM2 and D DM1.

10 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality in accordance with policy DDM1 of the Arun Local Plan.

11 The dwellings shall not be occupied unless and until the applicant has submitted a scheme for approval by the Local Planning Authority to demonstrate that the houses will incorporate decentralised, renewable and low carbon energy supply systems and use sustainable construction methods. The approved scheme shall thereafter be implemented prior to occupation

2 of 8

of the dwelling and any approved renewable energy supply systems shall be permanently retained & maintained in good working order thereafter.

Reason: To ensure that the development is energy efficient, and in accordance with policy ECC SP2 of the Arun Local Plan

12 Before first occupation of any dwelling where unacceptably high levels of noise are likely to be experienced, then post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report and BS 8233. This must be submitted to and agreed in writing with the Local Planning Authority prior to occupation.

Reason: In order to safeguard the amenity of local residents in accordance with Policy QE SP1 of Arun Local Plan .

13 Prior to commencement of development details of how the hedgerows on site, which are used by bats for commuting and foraging, are to be retained and enhanced for bats shall be submitted to and approved by the Local Planning Authority. These shall include a buffer strip around the hedgerows (5m) and fencing during construction to be used to ensure this area is undisturbed. Any gaps should also be filled in using native hedge species to improve connectivity. The development shall proceed in accordance with the details so approved.

Reason: In the interests of biodiversity to accord with policy ENV DM5 of Arun Local Plan.

14 The development shall not proceed until details have been submitted to and approved in writing by the Local Planning Authority for any proposals: to discharge flows to watercourses; or for the culverting, diversion, infilling or obstruction of any watercourse on or adjacent to the site. Any discharge to a watercourse must be at a rate no greater than the pre-development run-off values. No construction is permitted, which will restrict current and future land owners from undertaking their riparian maintenance responsibilities in respect to any watercourse or culvert on or adjacent to the site.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. And to ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion. It is considered necessary for this to be a pre-commencement condition to protect existing watercourses prior to the construction commencing.

15 Development shall not commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with polices W DM1. W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

- 16 Prior to the commencement of development the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:
 - 1. A preliminary risk assessment which has identified:

all previous uses potential contaminants associated with those uses

a conceptual model of the site indicating sources, pathways and receptors

potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented as approved.

Where demolition is required 1, and 2, above should be submitted prior to demolition. Parts 3, and 4, can take place post demolition if necessary.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun Local Plan policies QE SP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

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

Reason: To protect the environment and prevent harm to human health by ensuring that the remediated site has been reclaimed in an appropriate standard in accordance with Arun Local Plan policies QE SP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

- 18 No development shall commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,
 - the anticipated number, frequency and types of vehicles used during construction,
 - the method of access and routing of vehicles during construction,
 - the parking of vehicles by site operatives and visitors,
 - the loading and unloading of plant, materials and waste,
 - the storage of plant and materials used in construction of the development,
 - the erection and maintenance of security hoarding,

- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),

- details of public engagement both prior to and during construction works.
- -. An indicative programme for carrying out the works
- -. The arrangements for public consultation and liaison during the construction works.

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-. Measures to minimise the noise (including vibration) generated by the construction process to include hours of work, proposed method should foundation piling occur, the careful selection of plant and machinery and use of noise mitigation barriers.

-. Detail of any flood lighting, including location, height, type and direction.

Reason: In the interests of highway safety and the amenities of the area in accordance with policies D DM1 and TSP1 of the Arun Local Plan.

19 Prior to commencement of development an Acoustic Report which identifies noise sources in the vicinity of the new homes and appropriate mitigation measures shall be submitted to and approved by the Local Planning Authority. The scope and extent of such a report should be agreed with the Planning Authority before its commission. The works shall proceed in accordance with the details so approved and noise mitigation measures shall be provided prior to occupation and retained in perpetuity. Noise measurement shall be carried out and submitted to the Local Planning Authority for approval before occupation of any residential unit in order to demonstrate the effectiveness of such mitigation works.

Reason: To protect the amenity of local residents in accordance with Policy QE SP1 of Arun Local Plan.

20 Prior to occupation of any of the dwellings, a scheme for the provision of facilities to enable the charging of electric vehicles to serve the approved dwellings shall be submitted to the Local Planning Authority for approval and thereafter implemented in accordance with the 'approved details and the charge points shall thereafter be permanently retained and maintained in good working condition.

Reason: New petrol and diesel cars/vans will not be sold beyond 2040, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with policy QE DM3 (c) of Arun Local Plan, the Arun District Council Electric Vehicle Infrastructure Study (November 2017) and the National Planning Policy Framework.

21 No development above damp proof course shall take place until details of Wildflower meadow planting to be incorporated within the scheme have been submitted to and approved by the Local Planning Authority:

The details so approved shall be provided prior to occupation of the dwelling

Reason: In the interests of biodiversity in accordance with policy ENV DM5 of Arun Local Plan.

22 No development above damp proof course shall take place until details of the following wildlife habitats and enhancements have been submitted to and approved by the Local Planning Authority:

- bat and bird boxes installed onsite

~ log piles provided on site

 Incorporation of gaps at the bottom of the fences to allow movement of small mammals across the site.

The boxes/gaps/log piles so approved shall be provided prior to occupation of the dwellings and retained in perpetuity.

Reason: In the interests of protected species in accordance with policy ENV DM5 of Arun Local Plan.

INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method and cater for the 1 in 10

year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 40% on stored volumes, as an allowance for climate change. Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers.

Supplementary guidance notes regarding surface water drainage are located here

https://www.arun.gov.uk/surfacewater on Arun District Councils website. A surface water drainage checklist is available here https://www.arun.gov.uk/drainagechecklist on Arun District Councils website, this should be submitted with a Discharge of Conditions Application.

INFORMATIVE: Under Section 23 of the Land Drainage Act 1991 Land Drainage Consent must be sought from the Lead Local Flood Authority (West Sussex County Council), or its agent (Arun District Council land.drainage@arun.gov.uk), prior to starting any works (temporary or permanent) that affect the flow of water in an ordinary watercourse. Such works may include culverting, channel diversion, discharge of flows, connections, headwalls and the installation of trash screens.

The development layout must take account of any existing watercourses (open or culverted) to ensure that future access for maintenance is not restricted. No development is permitted within 3m of the bank of an ordinary watercourse, or 3m of a culverted ordinary watercourse.

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

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: The lighting scheme for the site will need to take into consideration the presence of bats in the local area and the scheme should minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding

unnecessary artificial light spill through the use of directional light sources and shielding.

INFORMATIVE: The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.

INFORMATIVE: The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.

INFORMATIVE: You are advised that the submitted Noise Report should:

a) identify all noise sources in the vicinity, also taking into account the planned for road widening scheme along the A259 and adjacent existing business uses, including a permitted new vehicle workshop, yet to be built. Environmental noise monitoring shall take place over a period of not less than 5 days to include a week end and any BS 4142 investigation shall include full onsite logging of weather conditions as required by this

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standard. Night time measurement shall be required together with full audio monitoring which will be made available to the Environmental Health Department alongside all raw data, in this way to allow identification of individual episodes of dog barking. A scheme shall then be provided to demonstrate that the internal ambient noise levels within residential units will conform with the 'indoor ambient noise levels for dwellings' guideline values stated in BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings' and WHO. b) demonstrate that the external noise levels within the curtilage of the residential units will conform to the 'design criteria for external noise' upper guidance level of 55dB LAeq, T, as specified within BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings and WHO.

Should it be the case that any residential unit cannot comply with the required standards as described in BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings' and WHO, then consideration must be given to reorientation of buildings to achieve the desired effect in respect of ProPG: Planning and Noise 2017 and failing this, to The Agent of Change Principle, paragraph 182, National Planning Policy Framework (NPPF2) 2019 with the aim to protect the amenity of pre-existing businesses

Neil Crowther Group Head of Planning

Case Officer:

Mrs A Gardner

Decision Issued:

Arun District Council The Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

APPEALS TO THE SECRETARY OF STATE

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

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against this planning application decision, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at http://acp.planninginepectorate.gov.uk

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

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

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skipe on highway land).

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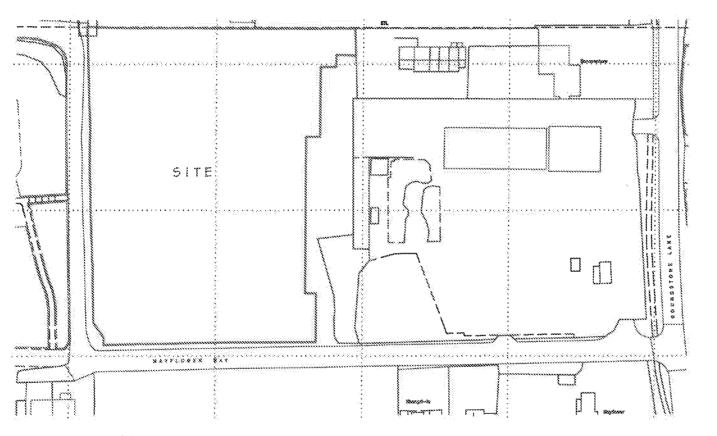
APPENDIX 2

LOCATION PLAN

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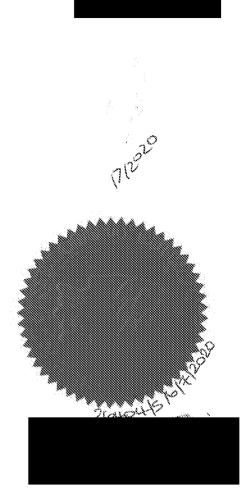
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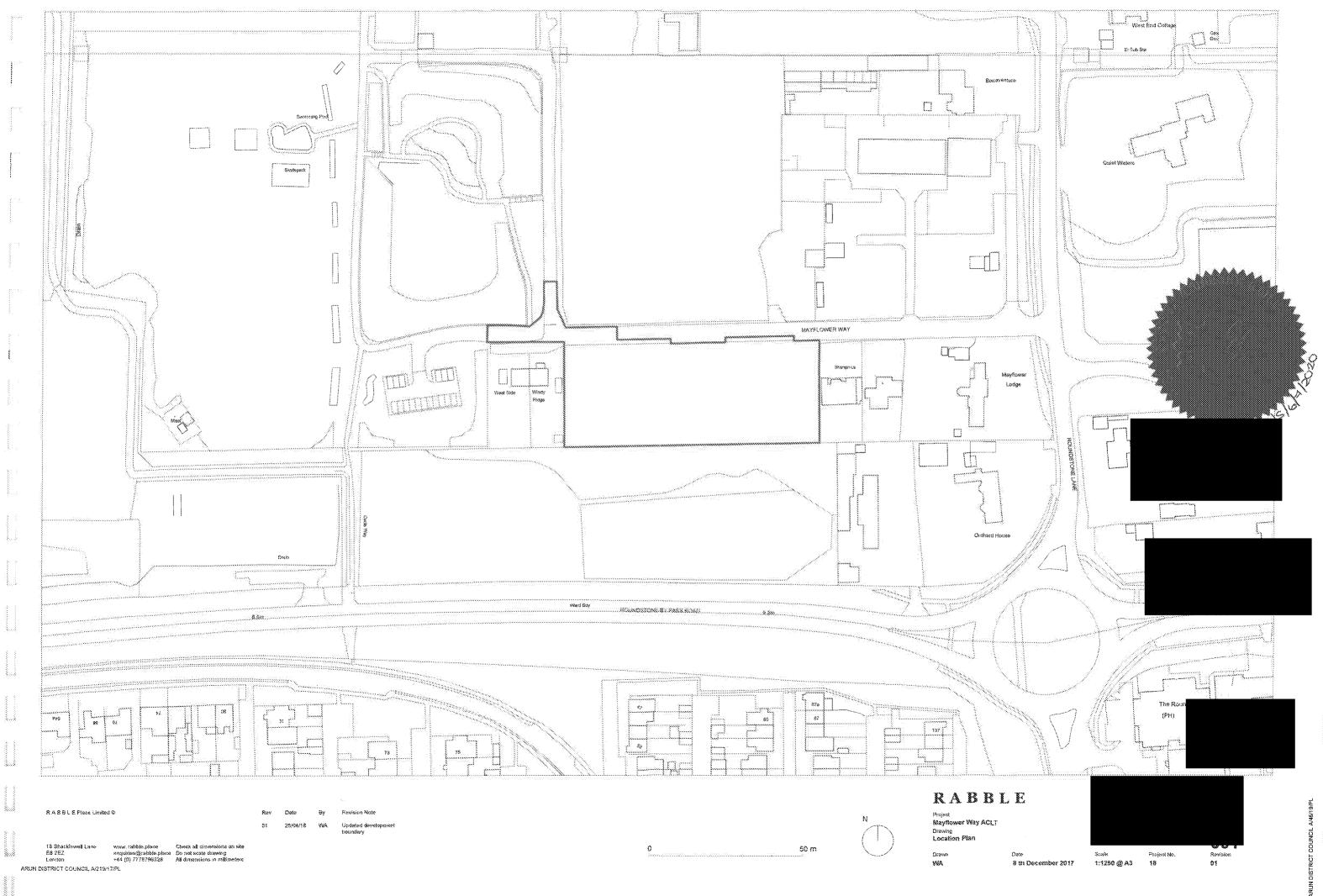
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This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED BY AFFIXING with the COMMON SEAL

of ARUN DISTRICT COUNCIL

in the presence of:

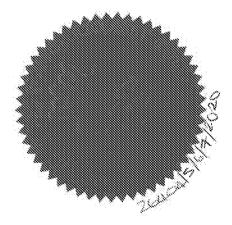


Seal Book No:	1 A 20	
AUTHORISED	SIGNATORY	
PRINT NAME	EOWAND	o-brien
JOB TITLE	phopenty	LAngen



SEALED with the COMMON SEAL of WEST SUSSEX COUNTY COUNCIL





Authorised Signatory

EXECUTED AS A DEED on behalf of of CRAYFERN HOMES LIMITED Acting through

A Director

in the presence of

AMAR DALE Drenewydd, Sandylane, lyndhurst. Residenhal Daveloper.

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SIGNED and DELIVERED by PETER JOHN TAYLOR

as his Deed in the	
presence of:	
Witness Name: RICHARD PU	IRCEL
Witness Address: Thoma) Egger the	use Friany Lare ideale Pola IUF
Witness Occupation: Sourcitor	

SIGNED and DELIVERED

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as h is Deed in the		2000 - 11 - 11 - 11 - 11 - 11 - 11 - 11
presence of:		
Witness Name:	as above	
Witness Address:	as above	
Witness Occupatio	on: Solicitor	
SIGNED and DELI	VERED	
by SEAN PATRICI	< TAYLOR	
presence of:		
Witness Name:	RICHARD PURCELL	

Witness Address: Witness Occupation:

as above

2

SIGNED and DELIVERED

by ANDREW JOSEPH TAYLOR Leg his attorned	
as his Deed in the	
presence of:	
Witness Name: KC CHARLE KUREELL	
Witness Address: as above	
Witness Occupation:	



Deed of Agreement

Between

Arun District Council

and

Angmering Parish Council

relating to a sum of money to be used within terms of a Deed dated 11 February 2020 between Arun District Council (1) West Sussex County Council (2) Crayfern Homes Limited (3) and Peter John Taylor, Anne Mary Taylor, Sean Patrick Taylor and Andrew Joseph Taylor (4) made under Section 106 of the Town and Country Planning Act 1990

Arun District Council The Civic Centre Maltravers Road LITTLEHAMPTON BN17 5LF



THIS DEED OF AGREEMENT is made

BETWEEN:

(1) "the Council"	Arun District Council of The Civic Centre Maltravers Road
	Littlehampton BN17 5LF, and
(2) "Angmering Parish	of The Corner House, The Square, ANGMERING, BN16
Council"	4EA

IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1 In this Deed:
- 1.1.1 "Authorised Purpose" means the uses for which the Agreed Sum can be put as specified in the Agreed Scheme
- 1.1.2 "The Agreed Scheme" means the Scheme of Works approved by Arun District Council, annexed to this Agreement and referred to in Schedule 1 which includes evidence of the position as at the date of this Deed
- 1.2 "The Agreed Sum" means the sum of money set out in Schedule 1

2. Operative powers

The parties enter into this Deed under Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

3. Payment and Use of Agreed Sum

- 3.1 The Council will pay the Agreed Sum to Angmering Parish Council no later than 21 days after the date of this Deed
- 3.2 Angmering Parish Council agrees that it will receive the Agreed Sum and will provide a written receipt for it no later than 21 days from the date of payment and will use it for no purpose other than the Authorised Purpose.
- 3.3 Upon receipt of the Agreed Sum (£33,350.52) will hold it in a separately identified interest-bearing account and apply the Agreed Sum, plus any interest accruing on it, for the Authorised Purpose.
- 3.4 The Council shall have the right to seek information at any time (whether written or oral or by way of attendance on site) from Angmering Parish Council about the manner in which the Agreed Sum shall have been used and Angmering Parish Council shall answer such requests within a reasonable time.



3.5 Angmering Parish Council shall provide the Council with documentary evidence to confirm that the Agreed Sum and any accrued interest has been used for the Authorised Purpose as soon as practicable after it has been spent and in any event no later than the date set out in Clause 4.1 below.

4. Use for Authorised Purpose within 10 years or refund to the Council

- 4.1 In the event that the Agreed Sum or any part of it is not used or committed to be used for the Authorised Purpose by Angmering Parish Council by 17 June 2032, being 10 years from receipt of payment by the Council, the Agreed Sum or any uncommitted part thereof will be repaid to the Council together with compound interest on the Agreed Sum or any uncommitted part thereof within 2 months of that date.
- 4.2 In the event that the Agreed Sum is repaid later than 2 months following the expiry of 10 years from receipt of payment by the Council then Angmering Parish Council shall pay interest on the sum due (including compound interest) to the Council from that date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

5. Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

6. General

- 6.1 This Deed does not restrict or fetter the statutory powers of the Council or Angmering Parish Council.
- 6.2 If any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision so as to achieve the intention of the parties or it may be severed from this Deed and the remaining provisions shall remain in full force and effect.
- 6.3 The failure by either party to enforce any term or condition of this Deed shall not be a waiver of that term or condition or of the right at any time subsequently to enforce all terms and conditions of this Deed.
- 6.4 The parties acknowledge that this Deed contains the whole agreement between the parties and neither has relied on any oral or written representation made to it by the other or its employees or agents.



- 6.5 The parties agree that nothing in this Deed either expressly or purportedly confers any rights upon third parties within the meaning of the Contracts (Rights of Third Parties) Act 1999.
- 6.6 This Deed shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Without affecting the arbitration procedure set out in clause 5, the parties agree to submit to the exclusive jurisdiction of the Courts of England.

IN WITNESS of which the Council and Angmering Parish Council have executed this Agreement as a Deed the day and year first before written.

Executed as a Deed b THE COMMON SEAI ARUN DISTRICT CO in the presence of:	of
Authorised Signatory	
Name (Print):	
Job Title:	
Seal Book No:	
Executed as a Deed o	
Authorised Signatory	
Name:	
Job Title:	
Witnessed by:	
Name:	

Job title:





SCHEDULE 1

Application reference: A/46/19/PL

AUTHORISED PURPOSE

Use towards the cost of improvements at Mayflower Park, Angmering, Littlehampton.

AGREED SCHEME

Mayflower Park Improvements - to the play equipment, skate bowl and BMX track and eventually the creation of a café within the park

AGREED SUM

The Mayflower Park Contribution totalling £33,350.52 (thirty three thousand three hundred and fifty pounds and fifty two pence).



Angmering Parish Council

The Corner House The Square Angmering West Sussex BN16 4EA

Telephone/Answerphone 01903 772124 E-mail: <u>admin@angmering-pc.gov.uk</u> Website: <u>www.angmeringparishcouncil.gov.uk</u>

SUPPORTING PAPER ANGMERING PARISH COUNCIL VIRTUAL COMMITTEE MEETING MONDAY 09 JANUARY 2023

Agenda Item 13 – HONEY LAND CONTRIBUTION

In March 2022 the below paper (in **bold italics**) was bought to Full Council for discussion and for a decision to be made regarding funding.

The history of works with regards to Honey Lane goes back many, many years and the issues around it are well versed. The issues range from S106 funding being spent on traffic calming in Angmering and not on resurfacing the lane, to a petition being given to West Sussex County Council regarding the need to resurface.

Angmering Parish Council, have, in the past given a small amount of money towards interim repairs.

The route is a well used lane to access the Honey Lane Allotments, Bramley Green and is also used to access the village, South Downs National Park and heavily used by local school children and their families.

The lane is private street "A private street is one which is privately maintained but the public has the right to access it."

The current state of the lane means that it is not fully accessible to all users, especially those with pushchairs or using wheel chairs.

This particular report is to advise the council of what is currently happening with regards the lane, funding for its repair and what the next steps are.

Recent Time Line

October 2021 – Petition submitted to WSCC (see attached copy)

October 2021 – APC emailed Cllr. Andy Cooper, Cllr. Mike Clayden and Cllr Paul Bicknell. Sent copy of petition and covering letter and asked for their support and suggestions on how to progress. Response received from Cllr. Cooper saying he will bring it up at ADC and feed back. October 2021 – APC sent copy of petition to the land owner and Andrew Griffith MP.

November 2021 – Meeting held with Honey Lane Residents Association, Andrew Griffith MP, WSCC Cllr. J Dennis. Drawings/costings were handed over to Cllr Dennis. WSCC stated that they would be willing to put forward £10,000.

November 2021 - Info given to Brian regarding South Down National Park (SDNP) CIL funding and the possibility of getting a grant.

Conversations between the Clerk and Brian regarding correspondence with WSCC and the possibility of upping the contribution to £20,000.

February 2022 – Grant form submitted with assistance from Brian (Honey Lane Residents Association) to SDNP. Waiting to hear back.

Project Funding - £90,000-£100,000 Funding has been stated so far as per the below (figures to date) added to grant form. £30,000 – Honey Lane Residents Association £10,000 - (possibly upping to £20,000) WSCC Possible APC funding. Applied for funding from SDNP CIL Funding. To ask for contribution from Honey Lane Allotment Association Email has been sent to seek a contribution from land owner.

A lot of hours have been put in by both the Clerk, Councillors and the residents association in order to get to this point.

Decisions Needed

1) For councillors to agree to take from reserves £10,000 towards the repair and refurbishment of the lane, providing the project receives sufficient funding.

Passage from the Minutes of the meeting – full minutes available on the website.

Concerns were raised that if the landowner was asked to contribute would this mean the rent for the allotments would be put up. Cllr. N Hamilton-Street said we can only look at the situation as it is now. She also suggested that a contribution from the landowner should be insisted on and equal to what APC would be contributing.

RESOLUTION: Cllr. N Hamilton-Street PROPOSED that APC earmark £10,000 to contribute to the repair of the lane and that the landowner be contacted to do the same. Cllr. Harris SECONDED, and ALL AGREED

Since the meeting in March the residents of Honey Lane have applied for plans to be drawn up and quotes sought for the work. They have secured funding and are ready to move forward. WSCC have agreed their funding and also the residents are contributing. The amount needed at this stage does include the £10,000 from APC.

They notified the office of their current position, including details of a small shortfall, and contact was made with the land owner, who has agreed to a contribution of £2,000.

As the minute above states it was hoped that the owner would contribute the same, this is not the case.

This paper is to seek confirmation that councillors are still happy to contribute the £10,000, knowing that the landowner is going to contribute £2,000.

Decisions needed.

To confirm that members are happy to still contribute the £10,000 towards the lane.



Angmering Parish Council

The Corner House The Square Angmering West Sussex BN16 4EA

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APPLICATION FOR A GRANT FROM ANGMERING PARISH COUNCIL 2022 – 2023

GUIDELINES FOR APPLICATIONS

A grant is any payment made by the Parish Council, to be used by an organisation which is not directly controlled or administered by the Parish Council, for a specific purpose in the furtherance of the well-being of the local community.

The contribution made by the numerous organisations to the well-being of the local community is highly valued. In support of such voluntary efforts the Parish Council allocates a modest annual budget to award small grants to voluntary and community groups, subject to available resources. The purpose of the grant is to support voluntary and community initiatives which enhance the quality of life for residents in Angmering.

Funding is available, throughout the year, subject to budgetary constraints, and in line with the Parish Council's specified application deadlines (see page 9). Organisations wishing to apply for a grant from the Parish Council are advised to read the following Grant Criteria to ensure their application is eligible for a grant. It is also encouraged that applicants contact the Parish Council to discuss their project prior to applying for a grant.

GRANT CRITERIA

Applications will be considered from voluntary, community groups and organisations. Applications will not be considered from individuals or private sector organisations. All applicants must be able to submit a copy of the group's constitution / set of rules, which include the aims and objectives for the group.

In order to help ensure a fair distribution of funds, only one application, per financial year, per organisation may be submitted to the Parish Council.

Any grants awarded must be paid into the group's bank account, which must be in the same name as outlined on the group's constitution. The group's bank account must have at least two authorised signatories. Any monies awarded shall be the responsibility of the recipient organisation.

Applicants may apply for start-up funding, running costs, and / or the purchase of one-off pieces of equipment or capital projects. A clear budget breakdown must be provided with each application. Please refer to the following table for the maximum levels of funding that can be awarded for different types of expenditure:

PURPOSE OF GRANT	Up to a maximum of:
Start-up grant (for newly established groups, defined as those in existence for less than 12 calendar months), can include applications for running costs and equipment)	£750
Running costs	£250
One off cost (e.g. purchase of equipment)	£500
Capital costs (e.g. costs associated with building projects or alterations to premises)	£750

CONDITIONS AND EXCLUSIONS

Typically, awards will not be given for administration costs

Awards must be seen to be for the benefit of a significant number of Angmering residents

Awards will not generally be given to individuals

Awards must be used for or towards the specific project or item applied for

Once project completed, evidence must be provided that the award was used appropriately

THINGS TO NOTE

- 1. Organisations must be able to submit a copy of their previous year's accounts. In the case of new organisations, a full budget for the proposal must be submitted.
- 2. Applicants must provide an answer to all the questions on the application form.
- Applicants must be able to demonstrate how a grant would benefit the community of Angmering.
- 4. Account will be taken of the extent to which funding has been sought or secured from other sources, including the group's own fundraising activities.
- 5. On-going commitments to award grants in future years will not be made by the Parish Council.
- 6. The Parish Council may make the award of any grant subject to such additional conditions and requirements as it considers appropriate. In addition, the Parish Council may decide to defer the application to a future meeting whilst further information is sought from the group.
- 7. In the event the grant is not used in part or in full, the group must notify the Parish Council with a full explanation. If the grant is not used for the purpose intended, the Parish Council reserves the right to request its return.
- 8. Please note: The Parish Council will acknowledge receipt of all applications submitted. Applicants can expect to be contacted approximately 4 weeks after each deadline date with the outcome of the Full Parish Councils decision.

APPLICATION FOR AN ANGMERING PARISH COUNCIL GRANT

Please ensure you read the **Guidelines for Applications** before completing this form.

In order to be eligible for a Parish Council Grant you or your organisation must:

- Complete ALL sections.
- Make sure the Declaration is signed correctly in Section D.
- Confirm your understanding of our Data Protection statement in Section E.

SECTION A: ORGANISATION DETIALS

NAME OF ORGANISATION/GROUP

Victim Support (Sussex Area)

DETIALS OF APPLICANT

To whom all correspondence should be sent

Name: Mrs Sue Bartlett

Position within the	organisation:	Volunteer	Fundraiser/Admin	Assistant
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Address: Unit 11, Riverside Business Centre, Brighton Road, Shoreham by Sea

Postcode: BN43 6RE

Telephone Number:

(personal phone as working from home)

Email:

Website: www.victimsupport.org.uk

WHAT TYPE OF ORGANISATION ARE YOU?

Tick relevant box

A Charity providing services available to residents of Angmering	Yes
An existing local group or organisation providing services available to residents of Angmering	Yes
A new group or organisation, wishing to provide services for the residents of Angmering	

BRIEFLY DESCRIBE THE MAIN PURPOSE OF YOUR ORGANISATION/GROUP

Provide emotional and practical support to victims and witnesses of crime. This can be on a short or long term depending on needs

WHEN WAS YOUR ORGANISATION / GROUP FORMED?

Sussex in 1980's

HOW MANY MEMBERS DOES YOUR ORGANISATION HAVE?

This should include people who are involved in the activity

Adult	50-60 volunteers in Sussex
Junior (under 16)	None due to safeguarding

WHAT % OF YOUR MEMEBERS LIVE IN ANGMERING?

Unable to answer but I can confirm there are volunteers allocated to support victims and witnesses of crime in Angmering should they require it

IS YOUR ORGANISATION A REGISTERED CHARITY?

Tick relevant box

Yes	Yes	If yes, please provide the registered charity number below
Νο		Charity Number:298028

PROJECTED INCOME

Tick relevant box

Please provide a summary of your most recent accounts and whether the figures below are: A projection because the organisation has been running for less than 15 months Information from the organisation's latest accounts		
Account Year Ending	Latest accounts See attachment	
Total Income for the year	£	
Total expenditure for the year	£	
Surplus or deficit	£	
Total savings or bank reserves at year end	£	

SECTION B: DESCRIPTION OF ACTIVITY/PROJECT TO BE FUNDED

1. Please give a description of the purpose for which you are seeking a grant

Due to a regular turnover of volunteers we are constantly recruiting and training new volunteers. Parish Council grants are put towards recruitment and training of new volunteers and enhanced training for existing volunteers. All volunteers have to satisfactorily complete their 3 day core train which includes 1 day of Safe guarding training. They can then choose to do enhanced training for Domestic Violence, Hate Crime, Homicide, Fraud etc to enable them to support a wider spectrum of victims

2. How will / does your project or activity benefit the residents of Angmering?

Anyone affected by crime in Angmering would be offered support if they wanted it. We support all ages, genders, ethnic groups and religions with no discrimination

3. Who will benefit from this activity? How many people and how often?

See Section 2. In the last 12 months there have been 121 referrals in your postcode areas and 41 of those have been Domestic Abuse related.

4. How will you know that your activity was successful? How will you record its success?

All referrals are monitored and reports written by the volunteers on the support given and the number of visit. They also record if victims have been referred to another agency for more specific support.

5. If this application is to undertake a new project, how do you know there is a need for this activity? Please include any appropriate evidence.

NA

SECTION C: AMOUNT OF GRANT REQUESTED

1. What is the amount of the Grant you are seeking from Angmering Parish Council?

£250 or what you feel is appropriate. We are very grateful for any Grant amounts that enable us to continue our work supporting victims and witnesses of crime in Sussex

2. Please indicate in which category you feel your request for funding falls into:

Please tick the relevant box		
Start-up grant (for new groups, can include running costs and equipment)	£750*	
Revenue (running costs)	£250*	

One off cost (e.g. purchase of equipment)	£500*	
Capital costs (e.g. costs associated with building projects or alterations to premises	£750*	

(*Figures shown indicate the maximum grant allowance for this category)

3. What is the total cost of the project or activity?

Aapproximately £650/700 per new recruit for the first 12 months

4. If the total cost of the activity for which you require a grant is more than the amount requested, do you have the remaining balance available?

Tick relevant box

Yes	Yes
Νο	

Have you applied for financial assistance elsewhere?

Tick relevant box

Yes	Yes
Νο	

If **YES**: Please indicate details of organisations/individuals approached and amounts requested and whether the contribution is secured or still pending consideration.

Various Parish Councils in Sussex regularly support us (see attached) and we have an annual grant from a trust fund which can vary from year to year.

5. Please give details of your own fund-raising efforts:

During Covid we had to cancel all our fund raising activities but hope to resume these fully in 2023

6. If applying for running costs, please provide information on your endeavours to secure alternative sources of funding.

7. Has your organisation received a grant from Angmering Parish Council before?

Tick relevant box

Yes	X	If yes , please state when and how much awarded?
No		Amount £ £100 2017 increasing over the years to £250 for the past 2 years

How did you hear about this grant scheme?

By initially writing to all Parish Council starting 14 years ago!