PLANNING OBLIGATION BY AGREEMENT

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

relating to the development of land adjacent to and including Honey Farm, Eastbourne Road, Polegate, Wealden, East Sussex

Between

PELHAM HOLDINGS LIMITED (1)
PELHAM (POLEGATE) LIMITED (2)

DAVID JOHN BAKER-BEALL & GRAHAM PHILIP THOMPSON (3)
JOHN EDWARD TOMPKINS (4)

STANLEY JOHN WOOD & JCAN WOOD (5)
MICHAEL KILBEY & JACQUELINE KILBEY (6)

EASTBOURNE COLLEGE (INCORPORATED) (7)
MARY DORIS DARLING (8)

and

EAST SUSSEX COUNTY COUNCIL (9)
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THIS PLANNING OBLIGATION BY AGREEMENT is dated this day of February 2011

BETWEEN:

(1) PELHAM HOLDINGS LIMITED (Company Reg. No. 01514574) whose registered office is at 1st Floor 33 Cork Street London W1S 3NQ ("the First Developer");

(2) PELHAM (POLEGATE) LIMITED (Company Reg. No. 05256411) whose registered office is at 1st Floor 33 Cork Street London W1S 3NQ ("the Second Developer");

(3) DAVID JOHN BAKER-BEALL of Cophall Farm, Hailsham Road, Polegate, East Sussex BN26 6QL and GRAHAM PHILIP THOMPSON of Beaufoys, Firle Road, Seaford, East Sussex BN25 2HU ("the First Owners");

(4) JOHN EDWARD TOMPKINS of The Stud Farm, Gainsborough Lane, Polegate, East Sussex BN26 5HR ("the Second Owner");

(5) STANLEY JOHN WOOD and JOAN WOOD both of 79 Southfield, Polegate, East Sussex BN26 5LY ("the Third Owners");

(6) MICHAEL KILBEY and JACQUELINE KILBEY both of 16 Waters Reach, Reservoir Road, Ruislip, Middlesex. HA4 7TU ("the Fourth Owners");

(7) EASTBOURNE COLLEGE (Incorporated) of Old Wish Road, Eastbourne, East Sussex ("the Fifth Owner");

(8) MARY DORIS DARLING of Collinghamurst, 34 Collington Lane West, Bexhill, East Sussex. TN39 3TA ("the Sixth Owner")

(9) EAST SUSSEX COUNTY COUNCIL of County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1SW ("the County Council")

Whereas:

(A) The Owners own the respective freehold interests in the Land as stated in Schedule 1

(B) The Developers have the benefit of option agreements and a contract to acquire the freehold interests in the Land stated in Schedule 1

(C) For the purposes of the 1990 Act Wealden District Council (as hereinafter defined) is the local planning authority and the local housing authority for the area in which the Land is situated

(D) The County Council is the County planning authority for the purposes of the Highways Act 1980 is the Highway Authority and is responsible for the provision of children’s services, library services, rights of way and household waste and recycling services for the area in which the Land is situated

(E) On 18 August 2008 the First Developer submitted the Application to the Council together with an Environmental Statement

(F) On 10 December 2009 the Council’s Planning Sub-Committee South resolved to refuse the Application and on 17 December 2009 the Council issued a refusal notice in respect of the Application
On 15 June 2010 the First Developer lodged the Appeal in respect of the Council's refusal of the Application and the Appeal has now been recovered by the Secretary of State for his own determination.

The Owners, the Developers, and the County Council agree that evidence presented to the Secretary of State together with the statement comprised in Appendix 7 of this Deed have established that the obligations contained herein are necessary for the Development to be acceptable in planning terms and are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010.

The Owners and the Developers enter into this Deed in order that the obligations contained herein shall be taken into account as a material consideration in the determination of the Appeal by the Secretary of State.

NOW THIS DEED WITNESSES AS FOLLOWS

1. INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

the 1990 Act means the Town & Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force.

Affordable Housing means Dwellings provided within the Development with private and public subsidy for people who are unable to meet their housing needs in the local housing market because of the relationship between housing costs and income.

Affordable Housing Units shall mean those Dwellings which shall be for use as Affordable Housing.

agreed or approved means agreed or approved in writing and given for the purpose of this Deed and Agree Approve and approval shall be construed accordingly.

Appeal means the appeal lodged with the Planning Inspectorate and given the reference number APP/C1435/A/10/2130580/NWF.

Application means the application for outline planning permission bearing the Council reference number WD/2008/2180/ME.

Approved Programme is the programme for the phasing of the Development including the provision and delivery of Affordable Housing and Outdoor Playing Space which has been submitted to and approved by the Head of Planning and Building Control together with any amendments thereto subsequently approved in writing by the Head of Planning and Building Control.

Baker-Beall Land means the part of the Land shown for identification purposes only coloured yellow on the Land Ownership Plan.

Bus Index means the composite index calculated by attributing 60% weighting to the Not Seasonally Adjusted Average Weekly Earnings - Index Figures Excluding Bonuses, Including Arrears - Transport and Storage (K5AL) and 25% weighting to the Producer prices index: Transport Equipment (RBCC) and 15% weighting to the Retail prices index: Petrol and oil (DOCU) all of which indices are published by the Office for National Statistics or by combining and weighting such other indices as the County Council may reasonably nominate in the event that the K5AL or the RBCC or the DOCU indices shall no longer be published or their names or methodologies be materially altered.
Bus Service means a 30 minute weekday and 60 minute evening and weekend bus service between the Development and Eastbourne via Polegate town centre or such other bus service serving the Development to be agreed between the County Council and the Developers

Bus Service Contribution means the total sum of six hundred thousand pounds (£600,000) towards the cost of the Bus Service and payable in accordance with Schedule 2 save to the extent that this is altered by the provisions of clauses 4.2 and 5.2.2 of this Deed

College Land means the part of the Land shown for identification purposes only coloured dark blue on the Land Ownership Plan

Commencement of Development means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site survey works and investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements or ecological mitigation measures and Commence the Development shall be construed accordingly

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

Contribution to Additional Early Years Provision means the total payment calculated with the formula:

the sum of the number of Dwellings provided in the form of houses x £1,149 MULTIPLIED BY 70% PLUS the number of Dwellings provided in the form of flats with 2 or more bedrooms x £172 MULTIPLIED BY 70%

Contribution to Additional Household Waste and Recycling Facilities means the total payment calculated with the formula:

the sum of the number of Dwellings x £22

Contribution to Additional Library Infrastructure means the total payment calculated with the formula:

the sum of the number of Dwellings x £223

Contribution to Additional Primary School Provision means the total payment calculated with the formula:

the sum of the number of Dwellings provided in the form of houses x £2,872 PLUS the number of Dwellings provided in the form of flats with 2 or more bedrooms x £431

Contribution to Rights of Way Improvements means the total payment calculated with the formula:

the sum of the number of Dwellings x £21
Contribution to Additional Secondary School Provision means the total payment calculated with the formula:

the sum of the number of Dwellings provided in the form of houses x £3,029 PLUS the number of Dwellings provided in the form of flats with 2 or more bedrooms x £454 LESS £17,309 MULTIPLIED BY 65 (to take account of available secondary school places) PROVIDED THAT the amount of the Contribution to Additional Secondary School Provision payable shall not be less than £0

the County Contribution means the total of:

(a) the Contribution to Additional Early Years Provision
(b) the Contribution to Additional Household Waste and Recycling Facilities;
(c) the Contribution to Additional Library Infrastructure
(d) the Contribution to Additional Primary School Provision
(e) the Contribution for Rights of Way Improvements
(f) the Contribution to Additional Secondary School Provision

payable in accordance with Schedule 3 save to the extent that this is altered by the provisions of clauses 4 and 5.2.2 of this Deed

Darling Land means the part of the Land shown for identification purposes only coloured dark pink on the Land Ownership Plan

Developers means the First Developer together with the Second Developer

Development means the development of the Land pursuant to the Planning Permission including Reserved Matters Approvals

Due Date means the date specified for payment in the relevant clause or paragraph or if no date is specified then twenty one (21) days after the occurrence of the event triggering the relevant payment

Dwelling(s) means any unit(s) of self contained residential accommodation within the meaning of Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 as amended including any house, flat apartment or maisonette comprised in the Development

Head of Planning and Building Control means the Head of Planning and Building Control for the time being of the Council and shall include his duly authorised agents and representatives and any successor of his

Highway Works means the Phase 1 Highway Works the Phase 2 Highway Works and the Phase 3 Highway Works

Illustrative Masterplan means the plan attached to this deed at Appendix 3 and so labelled

Indexation means that where a sum payable under this Deed is required to reflect changing costs the sum shall be increased or reduced in accordance with the provisions of Clause 4 of this Deed and Index Linked shall be construed accordingly
Inflation Index means the "all items" index figure of the Retail Prices Index published by the Office for National Statistics or such other index as the County Council may reasonably nominate in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered.

Kilbey Land means the part of the Land shown for identification purposes only coloured light blue on the Land Ownership Plan.

Land means the land adjacent to and including Honey Farm, Eastbourne Road, Polegate, Wealden, East Sussex shown for identification purposes only edged in red on the Land Ownership Plan.

Land Ownership Plan means the plan attached to this Deed and so labelled.

Occupation means occupation of any land or buildings within the Development for any use permitted under the Planning Permission other than occupation for the purpose of construction fitting out security marketing or repair and Occupy Occupying Occupied and Occupier shall be construed accordingly.

Open Market Dwelling(s) means any Dwelling which is not an Affordable Housing Unit.

Outdoor Playing Space means that part of the Property that shall be laid out as outdoor playing space to include in accordance with the Council's draft supplementary planning guidance entitled Outdoor Play Space dated February 2003.

Owners means the First Owners the Second Owner the Third Owners the Fourth Owners the Fifth Owner and the Sixth Owner.

Payment Notice means a notice in the form set out in Appendix 1 to this Deed.

Phase means the part of the Development within a particular parcel of the Property approved in writing by the Head of Planning and Building Control in the Approved Programme (and including for the avoidance of doubt approved pursuant to a Reserved Matters Approval or full planning permission in kind) for the provision and delivery of Affordable Housing and Outdoor Playing Space (it being agreed that a particular Phase may not necessarily contain Affordable Housing Units and/or Outdoor Playing Space) together with any amendments thereto subsequently approved in writing by the Head of Planning and Building Control and Phases shall be constructed accordingly.

Phase 1 Highway Works means those works set out in paragraphs 1 and 2 in Part 2 of Schedule 4 of this Deed.

Phase 2 Highway Works means those works set out in paragraph 3 in Part 2 of Schedule 4 of this Deed.

Phase 3 Highway Works means those works set out in paragraph 4 in Part 2 of Schedule 4 of this Deed.

Phase 1 Section 278 Agreement means an agreement to implement the Phase 1 Highway Works substantially in the form of the County Council's standard agreement with such amendments as may be agreed between the parties thereto.

Phase 2 Section 278 Agreement means an agreement to implement the Phase 2 Highway Works substantially in the form of the County Council's standard agreement with such amendments as may be agreed between the parties thereto.
Phase 3 Section 278 Agreement means an agreement to implement the Phase 3 Highway Works substantially in the form of the County Council's standard agreement with such amendments as may be agreed between the parties thereto.

Planning Permission means the outline planning permission subject to conditions granted pursuant to the Appeal

Primary School Site means part of the Land comprising a single parcel of land with an area not less than 1.4 hectares with the benefit of access with or without vehicles to a publicly maintainable highway connections to mains water gas and electricity supplies and connections to public foul and surface water drainage systems which may be required for the construction of a primary school and early years education provision (complete with playing field) including all or part of the area shown for the purposes of identification only edged yellow on the Illustrative Masterplan which is to be the subject of the provisions of the Primary School Site Option Agreement

Primary School Site Option Agreement means the option agreement to be made between (1) the Owners (2) the Developers and (3) the County Council substantially in the form set out in Appendix 2 of this Deed in respect of the sale of the Primary School Site to the County Council

Reserved Matters Approval means any reserved matters approval pursuant to the Planning Permission

Secretary of State means the Secretary of State for Communities and Local Government or other minister or other authorities for the time being having or entitled to exercise the powers conferred on him by the 1990 Act

Tompkins Land means the part of the Land shown for identification purposes only coloured green on the Land Ownership Plan

Travel Plan means a travel plan relating to the use of the Development to be provided by the Owners and agreed by the County Council pursuant to the provisions of Schedule 5 of this Deed

Travel Plan Bond means the single bond to be provided pursuant to the provisions of Part 2 of Schedule 5 of this Deed

Travel Plan Auditing Fee means the sum of six thousand pounds (£6,000) payable in accordance with paragraph 2.2 of Part 1 of Schedule 5 save to the extent that this is altered by the provisions of clauses 4.3 and 5.2.2 of this Deed

Wealden District Council means Wealden District Council of Pine Grove, Crowborough, East Sussex TN6 1DH

Working Day means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday, a statutory bank holiday or a day between Christmas Day and New Year's Day

Wood Land means the part of the Land shown for identification purposes only coloured turquoise on the Land Ownership Plan

1.2 Words importing the masculine include the feminine and vice versa

1.3 Words importing the singular include the plural and vice versa
1.4 Words importing persons include companies and corporations and vice versa

1.5 Any reference to a clause, paragraph, schedule, annex, appendix or plan is to one in or attached to this Deed

1.6 The headings to this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever

1.7 Any reference to a colour or letter is to be on the plans attached to this Deed

1.8 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it

1.9 References to the Owners and the Developers shall include their respective successors in title and any person deriving title through or under the Owners and Developers

1.10 References to the Council and the County Council include the successors to their functions

1.11 This Deed is a planning obligation for the purposes of Section 106 of the 1990 Act

2. MAIN OPERATIVE CLAUSES

2.1 Legal Powers

This Deed is made in pursuance of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other powers so enabling the parties to enter into this Deed and to the extent that this Deed includes planning obligations for the purposes of Section 106 of the 1990 Act then those obligations relate to the Land and are enforceable by the County Council as the local planning authority and Highway Authority for the area within which the Land is situated

2.2 Enforceability

The various covenants restrictions requirements stipulations and other obligations on the part of the Owners and the Developers contained in this Deed are entered into under the provisions and powers referred to in Clause 2.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the County Council to the extent specified in this Deed against the Owners and the Developers and any person deriving title from the Owners and the Developers subject to the provisions of Clauses 2.4, 2.14, 2.15 and 2.16 save that the covenants restrictions and obligations contained in this Deed shall not be enforceable against the owners of individual dwellings comprised in the Development or against any statutory undertaker carrying out any statutory functions

2.3 General Covenants

In order to (inter alia) create planning obligations for the purposes of Section 106 of the 1990 Act the Owners and the Developers COVENANT to the County Council to fully comply with and to perform the obligations contained herein and in Schedules 2 to 5 of this Deed in accordance with the requirements and timescales contained therein

2.4 This Deed shall run with the Land and shall bind the Owners and the Developers and their successors in title and assigns subject to the provisions of this Clause and Clauses 2.14,
2.15, 2.16 and 2.17 and the expression “the Owners” and “the Developers” shall include their respective successors in title and assigns.

2.5 Save in respect of clause 2.3 above, clauses 1-3 and 5.1 of this Deed shall take effect upon execution hereof and the remainder of this Deed (including clause 2.3) shall not take effect until all of the following events have taken place:

2.5.1 the grant of the Planning Permission

2.5.2 Commencement of Development

2.6 The Owners and the Developers hereby AGREE and DECLARE that permission shall be granted to authorised officers of the County Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the County Council (or their nominated representatives) at their own or at the County Council’s risk to gain access to the Land in order to monitor compliance with this Deed.

2.7 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners or by the Developers and/or given by the County Council or its officers in accordance with this Deed shall be in addition to any other approvals consents agreements or confirmations that may be required by the 1990 Act or by any other statute or regulations AND all such approvals certificates consents agreements satisfactions confirmations or calculations requested of and/or given by the County Council shall not be unreasonably withheld or delayed.

2.8 In the event that any part of this Deed may be subject to challenge review deletion or otherwise rendered null/void or voidable the remaining provisions of the said Deed shall remain in full force and effect.

2.9 Notices required to be given or served under this Deed shall be addressed to the parties at their addresses referred to in the commencement of this Deed (and in the case of the County Council shall be marked for the attention of the Assistant Director, Legal and Democratic Services).

2.10 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Deed and their respective successors in title.

2.11 Nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or the Secretary of State after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of Development.

2.12 If the Planning Permission shall expire within the meaning of Sections 91, 92 and 93 of the 1990 Act or be revoked or otherwise withdrawn by the Secretary of State then this Deed shall cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accruing to any party by virtue of anything done by the another party in connection with or arising from the terms of this Deed.

2.13 Where this Deed imposes a requirement for the making of a payment or the carrying out of an act or the cessation of an activity on a Due Date:
(a) notice of the Due Date shall be given to the County Council as applicable in the form of the Payment Notice not more than seven (7) days after such Due Date

(b) if the notice of a Due Date is not given the County Council shall be entitled in its absolute discretion to determine the Due Date and shall give notice to the Owners and the Developers of its determination

(c) to make any and all payments due under this Deed to the County Council as applicable and to attach a fully completed Payment Notice with each payment

2.14 The Owners' obligations under this Deed are several and not joint obligations and the obligations of each of the Owners under this Deed only apply in relation to:

2.14.1 the Baker-Beall Land in respect of the First Owners;
2.14.2 the Tompkins Land in respect of the Second Owner;
2.14.3 the Wood Land in respect of the Third Owners;
2.14.4 the Kilbey Land in respect of the Fourth Owners;
2.14.5 the College Land in respect of the Fifth Owner; and
2.14.6 the Darling Land in respect of the Sixth Owner;

and for the avoidance of doubt the Owners do not accept joint and several liability in respect of any of the obligations set out in this Deed

2.15 The Developers' liabilities under this Deed of Undertaking are joint and several AND where this Deed imposes any obligation or restriction upon the Developers such obligations and restrictions shall not become binding on the Developers until such time as the Developers have acquired the freehold interest in the part of the Land to which such obligation relates

2.16 Without prejudice to any existing liability incurred during any period in which that party held an interest in part of the Land the relevant Owner shall upon parting with all interest in the relevant part of the Land be released and discharged from all obligations rights and duties under the terms of this Deed so far as they are referable to the ownership of or relate to the relevant part of the Land

2.17 Nothing contained within this Deed shall fetter the County Council in the future exercise of its rights and powers under the 1990 Act or any other statutory power

2.18 The Owners confirm and warrant to the County Council that it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed and that Recitals (A) and (B) of this Deed is correct and accurate in every respect.

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

2.20 This Deed is governed by and interpreted in accordance with the law of England and Wales.
2.21 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

2.22 This Deed shall be registered as a local land charge.

3. DISPUTES

3.1 All differences and disputes which may arise between the parties hereto concerning this Deed shall:

(a) where the difference or dispute relates to the construction or interpretation of this Deed be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;

(b) where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the region of East Sussex or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

3.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the region of East Sussex or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 3.1(a) or 3.1(b) hereto is applicable.

3.3 Except as aforesaid any expert appointed pursuant to Clause 3.1 or any other person shall:

(a) on his appointment serve written notice thereof on the parties in dispute;

(b) consider any written representations by or on behalf of those parties which are received by him within twenty Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

(c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within fifteen (15) Working Days of receipt by the other party thereof;

(d) have an unfettered discretion to determine the reference to him;

(e) serve notice of his determination as soon as he has made it;

(f) give full and clear reasons for his decision;
(g) be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

4. INDEXATION

4.1 The County Contribution (or any part thereof) shall be Index Linked so that if the Due Date for payment of any instalment is paid later than 31 March 2011 the sum actually payable shall be recalculated by the application of the following formula:

\[ A = (B \times C) + D \]

Where:

A is the sum actually payable on the relevant Due Date for payment of the County Contribution (or any part thereof)

B is the amount of the County Contribution (or part thereof)

C is the Construction Index for the quarter preceding the relevant Due Date for payment of the relevant instalment

D is the Construction Index for the first quarter of 2011

C divided by D is equal to or greater than 1

4.2 The Bus Service Contribution shall be Index Linked so that the sum actually payable to the Council ("the Indexed Sum") shall be calculated in accordance with the following formula:

\[ \text{Indexed Sum} = (\text{Initial Sum} \times \text{Bus Index at the month three months prior to the Due Date}) \div \text{Bus Index at the month three months prior to the Base Date} \]

Where:

(a) "the Initial Sum" is the original sum specified in this Deed

(b) "the Due Date" is as previously defined

(c) "the Base Date" is July 2010

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

\[ A = \frac{B \times C}{D} \]

where
A is the sum actually payable on the relevant Due Date
B is the original sum specified in Clause 1 hereof
C is the Inflation Index for the month preceding the relevant Due Date
D is the Inflation Index for the month preceding the date of this Deed

5. FINANCIAL PROVISIONS

5.1 Costs

The reasonable and proper professional and administrative costs of the County Council of preparing negotiating and completing this Deed shall be paid by the Developers on the execution hereof

5.2 Payment of Sums Due

5.2.1 All sums payable under this Deed shall (unless otherwise stated in this Deed) become due on the Due Date and shall henceforth be debts due to the County Council recoverable by action as a simple contract debt and may be deducted from any monies due to the Owners or the Developers from the County Council under any contract agreement or arrangement whatsoever

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

6. CONFIRMATION OF COMPLIANCE WITH OBLIGATIONS

At any time after the Owners and the Developers have complied with any of their obligations under this Deed the Owners and the Developers may serve a written notice on the County Council requesting the County Council to confirm that the obligations identified by the notice have been complied with
SCHEDULE 1

Interests in the Land

1. David John Baker-Beall and Graham Philip Thompson own the freehold interest in the Baker-Beall Land shown coloured yellow on the Land Ownership Plan which is registered (with other land) at the Land Registry under Title Number SX41680

2. John Edward Tompkins owns the unregistered freehold interest in the Tompkins Land shown coloured green on the Land Ownership Plan

3. Stanley John Wood and Joan Wood own the freehold interest in the Wood Land shown coloured turquoise on the Land Ownership Plan which is registered at the Land Registry under Title Number ESX250304

4. Michael Kilbey and Jacqueline Kilbey own the freehold interest in the Kilbey Land shown coloured light blue on the Land Ownership Plan which is registered at the Land Registry under Title Number ESX224091

5. Eastbourne College (Incorporated) owns the freehold interest in the College Land shown coloured dark blue on the Land Ownership Plan which is registered at the Land Registry under Title Number SX11775

6. Mary Doris Darling owns the freehold interest in the Darling Land shown coloured dark pink on the Land Ownership Plan which is registered at the Land Registry under Title Number ESX193317
SCHEDULE 2

Bus Service Contribution

The Owners and the Developers hereby covenant with the County Council:-

1. To notify the County Council in writing on the date of exchange of the contracts for the sale of the twenty-ninth (29th) Dwelling to be sold.

2. To pay to the County Council the Bus Service Contribution in the following instalments:
   2.1 £120,000 on or before the date of exchange of contracts for the sale of the thirtieth (30th) Dwelling to be sold;
   2.2 £120,000 to be paid on the first (1st) anniversary of the date identified at sub-paragraph 2.1 of this Schedule 2
   2.3 £120,000 to be paid on the second (2nd) anniversary of the date identified at sub-paragraph 2.1 of this Schedule 2
   2.4 £120,000 to be paid on the third (3rd) anniversary of the date identified at sub-paragraph 2.1 of this Schedule 2
   2.5 £120,000 to be paid on the fourth (4th) anniversary of the date identified at sub-paragraph 2.1 of this Schedule 2

3. Not to Occupy or cause or allow the Occupation of:
   3.1 the first (1st) Dwelling to be Occupied until the first instalment of the Bus Service Contribution as calculated on the Due Date identified at sub-paragraph 2.1 of this Schedule 2 shall have been paid to the County Council
   3.2 any Dwellings that had not been Occupied prior to the Due Date identified at sub-paragraph 2.2 of this Schedule 2 until the second instalment of the Bus Service Contribution as calculated on the Due Date identified at sub-paragraph 1.2 shall have been paid to the County Council
   3.3 any Dwellings that had not been Occupied prior to the Due Date identified at sub-paragraph 2.3 of this Schedule 2 until the third instalment of the Bus Service Contribution as calculated on the Due Date identified at sub-paragraph 1.3 shall have been paid to the County Council
   3.4 any Dwellings that had not been Occupied prior to the Due Date identified at sub-paragraph 2.4 of this Schedule 2 until the fourth instalment of the Bus Service Contribution as calculated on the Due Date identified at sub-paragraph 1.4 shall have been paid to the County Council
   3.5 any Dwellings that had not been Occupied prior to the Due Date identified at sub-paragraph 2.5 of this Schedule 2 until the fifth instalment of the Bus Service Contribution as calculated on the Due Date identified at sub-paragraph 1.5 shall have been paid to the County Council
SCHEDULE 3

Part 1

Covenants Regarding Primary School Site Option

The Owners and the Developers hereby covenant with the County Council:-

1. Prior to entering into the Primary School Site Option Agreement, to agree with the County Council the extent of the Primary School Site to be shown on an agreed plan to be attached to the Primary School Option Agreement, such plan to show the extent of the Primary School Site edged red PROVIDED ALWAYS THAT in determining the extent of the Primary School Site and the application for Reserved Matters Approval to be submitted to Wealden District Council relating to the Primary School Site the following matters shall be taken into account:

1.1 the findings of any feasibility study commissioned by the County Council with the object of establishing that the Primary School Site is capable of accommodating:
   (i) a 1 form entry primary school (with capacity for 210 pupils aged 4 to 11 year – 30 pupil places for each of the 7 primary school year groups); and
   (ii) an early years education provision with capacity for 30 pupils;

1.2 the layout of the Development including the principal elements of its foul, surface water, gas and water infrastructure; and

1.3 accessibility of the Primary School Site for residents of those parts of Polegate to the east of the A27/A22

2. Following the agreement of the Primary School Site and supporting plan in accordance with paragraph 1 of Part 1 of this Schedule 3 and prior to Occupation of any of the Dwellings, to execute the Primary School Site Option Agreement in favour of the County Council to ensure the availability of the Primary School Site

3. Not to Occupy or cause or allow the Occupation of any of the Dwellings until the Primary School Site Option Agreement has been executed in favour of the County Council

4 The provisions of clause 3 of this Agreement will apply in the event of dispute as to the extent of the Primary School Site or the plan to be attached to the Primary School Site Option Agreement.

Part 2

The County Contribution

The Owners and the Developers covenant with the County Council:-

1 to pay to the County Council the proportionate calculation of the County Contribution for each Phase according to the Dwellings provided in each individual Phase on or before the earlier of:-

1.1 either the Occupation of ten per centum (10%) of the Affordable Housing Units within the respective Phase;

1.2 or the Occupation of the first Open Market Dwelling within the respective Phase
2 Not to Occupy or cause or allow the Occupation of:–

2.1 either more than ten per centum (10%) of the Affordable Housing Units within each Phase until the relevant proportion of the County Contribution as calculated on the Due Date identified at paragraph 1 of this Part 2 of Schedule 3 shall have been paid to the County Council;

2.2 or the first Open Market Dwelling within each Phase until the relevant proportion of the County Contribution as calculated on the Due Date identified at paragraph 1 of this Part 2 of Schedule 3 shall have been paid to the County Council
SCHEDULE 4

Part 1

Covenants Regarding Highway Works

The Owners and the Developers hereby covenant with the County Council:-

Phase 1 Highway Works

1. Prior to Commencement of Development to enter into the Phase 1 Section 278 Agreement with the County Council to secure the carrying out of the Phase 1 Highway Works.

2. Not to Commence the Development until:-
   
   2.1 the County Council has approved the detailed design of the Phase 1 Highway Works; and
   
   2.2 the Owners and the Developers have entered into the Phase 1 Section 278 Agreement with the County Council paying all of the County Council's proper and reasonable legal fees relating to the Phase 1 Section 278 Agreement.

Phase 2 Highway Works

3. Prior to Occupation of the 101st Dwelling to enter into the Phase 2 Section 278 Agreement with the County Council to secure the carrying out of the Phase 2 Highway Works.

4. Not to Occupy more than 100 Dwellings until:-
   
   4.1 the County Council has approved the detailed design of the Phase 2 Highway Works; and
   
   4.2 the Owners and the Developers have entered into the Phase 2 Section 278 Agreement with the County Council paying all of the County Council's proper and reasonable legal fees relating to the Phase 2 Section 278 Agreement.

Phase 3 Highway Works

5. Prior to Occupation of the 301st Dwelling to enter into the Phase 3 Section 278 Agreement with the County Council to secure the carrying out of the Phase 3 Highway Works.

6. Not to Occupy more than 300 Dwellings until:-
   
   6.1 the County Council has approved the detailed design of the Phase 3 Highway Works; and
   
   6.2 the Owners and the Developers have entered into the Phase 3 Section 278 Agreement with the County Council paying all of the County Council's proper and reasonable legal fees relating to the Phase 3 Section 278 Agreement.
Part 2

Highway Works

The Highway Works are to include:-

Phase 1 Highway Works

1. Pedestrian/cycle accessibility improvements to deliver the improvements on the pedestrian routes to Polegate Town Centre as shown or similar to those shown on Figure 19B appended at Appendix 4

2. Public transport works to improve the Polegate Town Centre bus stops as shown or similar to those shown on Drawing L371/319 appended at Appendix 4 and described in the note appended at Appendix 4 or similar transport accessibility improvements in Polegate town centre

Phase 2 Highway Works

3. Signal improvements to the A2270 High Street Wannock Road signals in accordance with, or similar to, those set out in the Non Statutory Wealden Local Plan Policy TR3 and shown, for indicative purposes only on drawing L371-210 appended at Appendix 4

Phase 3 Highway Works

4. Junction improvements to the A22 New Route/Dittons Road roundabout in accordance with, or similar to, those set out in the Non Statutory Wealden Local Plan Policy TR3 and shown, for indicative purposes only on drawing L371/209 appended at Appendix 4.

Part 3

Timetable for Implementation of the Highway Works

1. The Owners and Developers hereby covenant to undertake the Highway Works in accordance with the timetable as set out below:-

1.1 The Phase 1 Highway Works shall be completed prior to Occupation of the first (1st) Dwelling.

1.2. The Phase 2 Highway Works shall be completed prior to Occupation of the two hundredth (200th) Dwelling to be Occupied

1.3. The Phase 3 Highway Works shall be completed prior to Occupation of the four hundredth (400th) Dwelling to be Occupied.

2. The Owners and the Developers hereby covenant with the County Council:-

2.1 not to Occupy or cause or allow the Occupation of the first (1st) Dwelling to be Occupied until the Phase 1 Highway Works have been completed in accordance with the provisions of the Phase 1 Section 278 Agreement.

2.2 not to Occupy or cause or allow the Occupation of the two hundred and first (201st) Dwelling to be Occupied until the Phase 2 Highway Works have been completed in accordance with the provisions of the Phase 2 Section 278 Agreement.
2.3 not to Occupy or cause or allow the Occupation of the four hundred and first (401st) Dwelling to be Occupied until the Phase 3 Highway Works have been completed in accordance with the provisions of the Phase 3 Section 278 Agreement
SCHEDULE 5

Part 1

Travel Plan

The Owners and the Developers covenant with the County Council as follows:

1  THE PRELIMINARY DRAFT TRAVEL PLAN

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

1.1.1 be based on and consistent with the analysis contained in the Draft Interim Travel Plan appended to the Highways Statement of Common Ground dated September 2010 and appended hereto at Appendix 5;

1.1.2 be in accordance with the aims and objectives of the County Council’s Guidance on Travel Plans for New Development (September 2008) and;

1.1.3 include full Standard Assessment Methodology (SAM) surveys (as defined in the County Council’s Guidance on Travel Plans for New Development (September 2008) in base year and in years 1, 3 and 5;

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

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

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

2  THE DRAFT TRAVEL PLAN

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

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

2.2 the Travel Plan Auditing Fee has been paid to the County Council in full
3 THE REVISED DRAFT TRAVEL PLAN

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

3.1. be based on the Draft Travel Plan; and

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

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

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

3.5 include:-

(i) Marketing and promotional activity (soft, promotional, measures) to raise awareness of sustainable modes of travel to and from the Land;

(ii) provision of a community travel website and a notice board;

(iii) Travel information pack (welcome pack) for new residents – to be updated on a regular basis, with information available on the community website and where possible supported by community travel forum meetings/events;

(iv) Provision of walking and cycling maps;

(v) Site specific public transport information; and

(vi) Introduction and promotion of a car share scheme

(vii) methodologies for the measurement and monitoring of the Revised Draft Travel Plan Objectives

(viii) provision of the Bus Service

4 THE TRAVEL PLAN

4.1 Not later than the conclusion of the first twelve (12) months following the first Occupation of any part of the Development to submit the Revised Draft Travel Plan including any adjustments ("the Travel Plan") to the County Council for approval.

4.2 To use reasonable endeavours to achieve modal share targets to achieve year-on-year reductions in car use journeys to and from the Development set by the Travel Plan ("the Travel Plan Objectives") from the date of approval in writing by the County Council of the Travel Plan
4.3 To measure in accordance with the methodology(ies) detailed in the Travel Plan the extent to which the Travel Plan Objectives have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the Travel Plan for a period of five (5) years from the date of the first measurement exercise.

4.4 To produce to the County Council a report on the extent to which the Travel Plan Objectives are being achieved ("the Monitoring Report") immediately following each of the measurement exercises described at paragraph 4.3 of this Schedule.

4.5 To implement within a timescale to be agreed with the County Council (such agreed timescale to be not more than 12 months from the date of submission of the final Monitoring Report pursuant to paragraph 4.4 of this Schedule) further suitable measures and initiatives (such measures and initiatives to be subject to the prior written approval of the County Council) to achieve the Travel Plan Objectives if the Monitoring Report reveals the Travel Plan Objectives are not being achieved in full.

4.6 If:-
   a) the Owners and the Developers fail to produce the Revised Travel Plan to the County Council within eight (8) months of first Occupation of the Development; or
   b) upon receipt by the County Council of the next Monitoring Report following the implementation of the measures and initiatives referred to in paragraph 4.5 of this Schedule it transpires that the Travel Plan Objectives are not being achieved in full on each occasion the Owners and the Developers shall implement such measures that the County Council deem necessary to ensure the Travel Plan Objectives are achieved.
   c) the Owners and the Developers fail to implement the measures that the County Council deem necessary to ensure the Travel Plan Objectives are achieved pursuant to paragraph 4.6(b) of this Schedule, on each such occasion within the timescale agreed pursuant to paragraph 4.5 of this Schedule the County Council shall draw down on the Travel Plan Bond (pursuant to Part 2 of this Schedule and Appendix 6 of this Agreement) in order to meet all of the County Council's direct and indirect costs of implementing such measures AND FOR THE AVOIDANCE OF DOUBT such total direct and indirect costs the County Council in implementing such measures referred to in paragraph 4.6(c) above shall:
      (i) include (but shall not be limited to) the reasonable and proper costs and fees of any independent consultant and the administrative expenses of the County Council's officers reasonably and properly incurred and based upon such officers' hourly rates of charge for the additional time incurred in
identifying and implementing the measures deemed reasonably necessary to ensure the Travel Plan Objectives are achieved; and

(ii) be drawn from and shall be capped at the Bond Sum as defined in Part 2 of this Schedule

4.7 Not to Occupy or cause or allow more than four hundred (400) Dwellings to be Occupied until:-

4.7.1 the most recent Monitoring Report which ought to have been produced to the County Council pursuant to sub-paragraphs 4.3 and 4.4 of this Schedule 5 prior to the Occupation of the four hundred and first (401st) Dwelling to be Occupied has actually been produced; and

4.7.2 the County Council has responded in writing to the Monitoring Report referred to in sub-paragraph 4.7.2 above confirming that the Travel Plan Objectives were achieved during the 12 month period to which the Monitoring Report relates.

Part 2
Travel Plan Bond

The Owners and the Developers hereby covenant with the County Council that:-

4.8 prior to Occupation they shall procure with a Bank Insurance Company or Guarantee Corporation ("the Surety") to be approved by the County Council and forthwith deliver to the County Council the Travel Plan Bond the terms of which shall be in the form of the agreed draft set out at Appendix 6 or one of substantially the like effect PROVIDED THAT it has been approved in writing by the County Council in the sum of four hundred and thirty thousand pounds (£430,000) ("the Bond Sum") which sum shall increase as provided by the terms of the Bond AND PROVIDED FURTHER THAT the maximum term of such Travel Plan Bond shall not be more than thirty six (36) months from the date of the final Monitoring Report submitted pursuant to paragraph 4.4 of this Schedule 5

4.9 Not to Occupy or cause or allow the Occupation of the Development until the completed Travel Plan Bond has been delivered to the County Council.
SCHEDULE 6

County Council's Covenants

The County Council hereby covenants with the Owners and the Developers to:-

1. apply the Contribution to Additional Early Years Provision towards the costs of providing a new early years education provision within the Development or increasing the capacity of the early years education provisions serving the Development.

2. apply the Contribution to Additional Household Waste and Recycling Facilities towards the costs of increasing the capacity of household waste and recycling sites serving the Development.

3. apply the Contribution to Additional Library Infrastructure towards the costs of providing and/or improving libraries serving the Development.

4. apply the Contribution to Additional Primary School Provision towards the costs of providing a new school within the Development or increasing the capacity of other primary schools serving the Development.

5. apply the Contribution to Rights of Way Improvements towards the costs of improving rights of way in the area of the Development.

6. apply the Contribution to Additional Secondary School Provision towards the costs of increasing the capacity of the secondary schools serving the Development.

7. apply the Bus Service Contribution towards the costs of the Bus Service.

8. apply the Travel Plan Auditing Fee towards the costs of approving the Travel Plan and checking and responding to the Monitoring Reports referred to in paragraph 4.4 of Part 1 of Schedule 5 of this Deed.

9. repay to the Developers such amount of the County Contribution which has not been allocated within 10 years of the date of receipt by the County Council of the last instalment of the County Contribution together with simple interest on the sum calculated on a daily basis at 2% below the base rate of the National Westminster Bank PLC base rate in force from time to time for the period from the date of payment of the last instalment of the County Contribution to the County Council to the date of refund PROVIDED THAT no interest shall be payable with respect to any period during which the said interest rate is lower than or equal to 2% payable.
# APPENDIX 1

## Payment Notice

**PAYMENT NOTICE**

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<th>Payee’s relationship to the Parties to the agreement</th>
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APPENDIX 2
Primary School Site Option

THIS OPTION AGREEMENT is made the ………………….day of ……………………….20

BETWEEN:

(1) [ ] (company number [ ]) of [ ] (hereinafter called 'the Seller' which expression shall include its successors in title and assigns) and

(2) EAST SUSSEX COUNCIL of County Hall, St. Anne's Crescent, Lewes, East Sussex BN7 1SW (hereinafter called 'the Buyer' which expression shall include successors in title to its statutory functions)

1 Definitions and interpretation
In this option agreement:

1.1 ‘Access’ means access to the Property from a publicly maintainable highway with or without vehicles for all purposes and at all times

1.2 ‘the Buyer’s Solicitors’ means [ ]

1.3 'Commencement of Development' means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site survey works and investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, earthworks, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements or ecological mitigation measures and 'Commence the Development' shall be construed accordingly

1.4 'the Completion Date' means the date six months after the date of service of the Option Notice

1.5 'the Deposit' means ten (10) percent of the Purchase Price

1.6 ‘the Development’ means the development of the Land pursuant to the Planning Permission including Reserved Matters Approvals (all as defined in the Principal Agreement)

1.7 ‘the Dwelling’ has the same meaning as provided in Clause 1.1 of the Principal Agreement

1.8 ‘the Option’ means the option granted to the Buyer by clause 3

1.9 ‘the Option Notice’ means the notice served by the Buyer pursuant to clause 4 in the form set out in the First Schedule to this agreement
1.10 'the Option Period' means the period commencing on the date of this option agreement and expiring on the date seven (7) years from the date hereof.


1.12 'the Property' means all that piece of land delineated for the purpose of identification only on the plan annexed hereto and thereon edged red known as land at [ ] East Sussex

1.13 'the Purchase Price' means the price to be paid for the Property as determined in accordance with the provisions of clause 5 of this option agreement

1.14 'the Seller's Solicitors' means [ ]

1.15 'Services and Services Media' means gas water electricity foul and surface water drainage whether in each case the property of a statutory undertaker public or private utility body service provider or otherwise pipes wires cables and any related supports poles pylons stays or other ancillary or related plant machinery apparatus structures and buildings ducts conduits drains sewers dykes ponds ditches streams watercourses land drains or other conducting media together with any rights easements wayleaves or licences plant and equipment relating thereto or required therefore or any other equipment or any other services and conducting media (or any wayleaves rights easements or licences relating to any of the above)

1.16 'Standard Conditions' means the Standard Conditions of Sale (Fourth Edition) and 'Condition' means any one of them

1.17 expressions defined in the Principal Agreement shall have the same meanings in this option agreement

1.18 words importing one gender shall be construed as importing any other gender

1.19 words importing the singular shall be construed as importing the plural and vice versa

1.20 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

1.21 where any party comprises more than one person the obligations and liabilities of that party under this option agreement shall be joint and several obligations and liabilities of those persons

1.22 the clause headings do not form part of this option agreement and shall not be taken into account in its construction or interpretation

1.23 any reference to a clause or schedule is to one in this option agreement so numbered

2 Statutory Authority

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 the Education Act 1944 and all other enabling powers of the Buyer
3 Grant of the Option

3.1 In consideration of £1 paid by the Buyer to the Seller (receipt of which is acknowledged) the Seller grants to the Buyer the option to buy the freehold interest in the Property on the terms and conditions of the Agreement.

3.2 The consideration is not refundable to the Buyer in any circumstances.

4 Exercise of the Option

4.1 The Option shall be exercisable by the Buyer serving on the Seller at any time during the Option Period notice in writing in the form set out in the first schedule PROVIDED THAT the Buyer shall not serve the Option Notice until the later of Commencement of Development or the determination of the Purchase Price in accordance with clause 5 of this agreement has occurred.

4.2 On the date of service of the Option Notice the Buyer will pay the Deposit to the Seller’s Solicitor as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5 Determination of the Purchase Price

5.1 The Purchase Price shall be calculated in accordance with the following formula:-

\[
\frac{A \times (B - C)}{B}
\]

Where:

A means the open market value of the Property as at the date of the Notice of Purchase Price taking into account the conditions contained within this agreement

B means 210 - the number of primary school pupil places to be accommodated by the Primary School Site (7 year groups of 30 children aged from 4 to 11 years)

C means the number of children of primary school age expected to be generated by the Development calculated using the formula:-

the number of houses x 0.25 children PLUS the number of flats with 2 or more bedrooms x 0.0375 children

5.2 No earlier than six (6) months from the date of completion of this agreement, the Buyer shall request in writing that the Seller notifies the Buyer of the Purchase Price calculated in accordance with clause 5.1 above ("the Notice of Purchase Price"). Such notice shall set out the mix of Dwellings (in terms of numbers and types) upon which C is calculated.

5.3 Not later than six (6) months from the date of service of the Notice of Purchase Price the Buyer shall either:-

5.3.1 serve the Option Notice on the Seller thereby accepting the Purchase Price; or

5.3.2 serve notice terminating this option agreement in accordance with the provisions of clause 11; or
5.3.3 refer the Purchase Price for determination ("the Determination") in accordance with clause 24.1.3 and such Determination shall be binding on the Buyer and the Seller in the event that they serve notice to that effect pursuant to clause 5.4

5.4 Not later than six (6) months following receipt of notice of the Determination the Buyer shall either:

5.4.1 serve the Option Notice on the Seller thereby accepting the Determination; or

5.4.2 serve notice terminating this option agreement in accordance with the provisions of clause 11

6 Boundaries of the Property

6.1 Should any feasibility study confirm that it is necessary to alter the boundaries of the Property in order to ensure that it is capable of accommodating an early years education facility with capacity for 30 pupils together with a 1 form entry primary school (with capacity for 210 pupils aged 4 to 11 years – 30 pupil places for each of the 7 primary school year groups) the Buyer may at any time prior to the service of the Option Notice and subject to prior agreement with the Seller (such agreement not to be unreasonably withheld or delayed) vary the boundaries of the Property PROVIDED THAT such variation to the boundaries of the Property shall not preclude or unreasonably impinge on the Development of the Land

6.2 Upon any variation of the boundaries of the Property in accordance with this option agreement

6.2.1 the Buyer and the Seller shall immediately procure that any notice or charge registered to protect this option agreement is varied as appropriate

6.2.2 a memorandum of such variation shall be endorsed on this option agreement and shall include a copy of a plan showing the boundaries of the Property as varied

7 Access Services and Service Media

The Seller shall construct:

7.1 the Access if the Property is not already abutting a highway maintainable at public expense; and

7.2 the Services and Service Media to the extent that they do not already exist

in a good and workmanlike manner prior to the Completion Date provided that nothing in this clause 7 will oblige the Seller to commence construction of the Access and/or Services and Service Media (as applicable) before the service by the Buyer of a valid Option Notice on the Seller in accordance with clause 4.

8 General Provisions

The Buyer shall be allowed at any time upon giving 5 working days prior notice in writing to enter upon any part of the Property for the purpose only of inspection or feasibility study or survey or to make boreholes or take samples and plant equipment pegs or marks thereon in locations approved by the Seller so far as reasonably necessary in connection with the Buyer's proposed development
of the Property the Buyer thereby causing as little damage and inconvenience as reasonably possible as soon as reasonable practicable making good any damage so caused

9 Disclaimer

9.1 The Buyer admits that:

9.1.1 it has inspected the Property and enters into this option agreement with full knowledge of its actual state and condition and shall take the Property as it stands

9.1.2 it enters into this option agreement solely as a result of its own inspection and on the basis of the terms of this option agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitors to any written preliminary inquiries raised by the Buyer's Solicitors)

9.2 This option agreement together with the transfer referred to in clause 14.2 of this option agreement comprises the entire agreement between the parties

10 Dealings by the Seller
The Seller shall not create or dispose of any legal or equitable interest (including without limitation any easement right or covenant) in on over or under nor create any right or licence to occupy or use the Property or any part of it except in favour of the Buyer

11 Termination
The Buyer shall be entitled to terminate this option agreement by serving written notice to that effect on the Seller. Such termination shall be without prejudice to the rights of either party in connection with any antecedent breach by the other.

12 Registration

12.1 If the Option shall not be protected by the Buyer by registration of a notice under the Land Registration Act 2002 Section 32 within 30 working days of the date of this option agreement then this option agreement and everything contained in it shall cease and determine and neither of the parties to it shall have any right of action whether for damages or otherwise against the other

12.2 The Seller consents to registration of a notice of this option agreement in the charges register of the Seller's title to the Property and shall do all things necessary to enable a notice under the Land Registration Act 2002 Section 32 to be registered

12.3 If the Option expires the Buyer shall forthwith cancel any registrations made by it in any registers to protect the option and by way of security appoints the Seller its attorney for the purpose of effecting such cancellations

13 Existing mortgagees
The Seller warrants that it has obtained the written consent to the grant of the Option of all mortgagees and holders of any security interest in the Property on or before the date of this option agreement.

14 Sale and Purchase

14.1 If the Option is exercised in accordance with the terms of this agreement, the Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this agreement.

14.3 The transfer to the Buyer will be in substantially the same form as the form of transfer initialled by the parties and annexed to this agreement at the Second Schedule.

14.4 Completion will take place on or before (by prior agreement in writing by all the parties) the Completion Date. On completion the Buyer will pay the balance of the Purchase Price to the Seller.

14.5 The provisions of this option agreement shall not merge on completion of the transfer so far as they remain to be performed.

15 Conditions

15.1 Upon exercise of the Option, the Standard Conditions will be incorporated in this agreement so far as they:

(a) apply to a sale by private treaty;

(b) relate to freehold property;

(c) are not inconsistent with the other clauses in this agreement; and

have not been modified or excluded by any of the other clauses in this agreement.

15.2 Where the context so admits terms used or defined in this agreement have the same meaning when used in the Standard Conditions.

15.3 The following Conditions are amended:

CONDITION 1:

Condition 1.1.4 delete the word “contract” and insert the words “option agreement”.

Condition 1.4.1 Delete and substitute the following: "An obligation to pay money or the receipt of a taxable supply includes an obligation to pay any value added tax chargeable in respect of that payment or due in respect of that taxable supply as the case may be”.

CONDITION 3:

Condition 3.1.2(d) Delete the word “those” and insert the words “mortgages and charges protected by such entries in registers”.

Condition 3.4 In the final line delete the words “is to” and insert the word “may”.
CONDITION 4:

Condition 4.1.3(a) Insert before the word "and" the words "commencing with the root of title".

Condition 4.4.2 Delete and substitute the following "The Buyer may, if it is reasonable, by notice in writing given within the time limit for raising written requisitions require the Seller to make or obtain and hand over at the expense of the Buyer, a statutory declaration covering a period of no more than twelve years about facts relevant to the matters mentioned in Condition 4.4.1. The form of the declaration is to be agreed by the Buyer who must not unreasonably withhold or delay his agreement".

Condition 4.6.6 Add as a new condition the following "The Seller may not be required to Transfer the property other than as a whole and by means of a single transfer in favour of the Buyer alone".

CONDITION 6:

Condition 6.8.3 Add at the end the following words "together, in either case, with interest at the contract rate from the date of the contract".

CONDITION 7:

Condition 7.1.1 Insert after the words "leading to it" the words "(made or confirmed in writing by or on behalf of the Seller)".

Condition 7.3.2 Insert after the word "paid" the words "but excluding in either case any value added tax on the purchase price".

Condition 7.5.2(a) Add, at the end, the words "and Section 49(2) of the Law of Property Act 1925 does not apply".

CONDITION 8:

Condition 8.2.5 After the words "a counterpart of it" insert the words "at the expense of the Buyer".

Condition 8.3.1(a) Insert after the word "consent" the words "from a landlord or superior landlord)".

Condition 8.3.2(b) Add at the end of the words "without delay and will on demand enter into any direct covenant required by a landlord or superior landlord and provide a guarantor acceptable to the seller (acting reasonably)".

Condition 8.3.3(c) Add the following words at the end "and the Buyer has notified the Seller of his objection within two working days of being made aware of the condition".

15.4 The following Conditions will not apply:

CONDITION 2:

Condition 2.2.5

CONDITION 3:
Condition 3.1.3

CONDITION 5:

Condition 5.1
Condition 5.2

CONDITION 7:

Condition 7.4

15.5 The Property is sold subject to and with the benefit of (as the case may be) the entries (other than those of a financial nature) referred to in the Property and Charges Register of the Seller's registered title(s) (copies of which have been supplied to the Buyer or the Buyer's Solicitors) and the Buyer shall be deemed to have purchased with full notice thereof and shall raise no requisition objection or enquiry in respect thereof.

15.6 The Property is sold subject to and with the benefit of (as the case may be) any easements covenants stipulations or other matters contained or referred to in the Conveyance (copies of which having been supplied to the Buyer) and the Buyer shall raise no objection or requisition in regard to such matters after exchange of contracts.

15.7 For the purposes of the Misrepresentation Act 1967 the Buyer declares that prior to entering into this option agreement it has inspected the Property and viewed its state and condition and is relying solely on its own judgement and inspection of the Property, enquiries of the appropriate statutory and other authorities and the advice of its own professional advisors and is not influenced by any representation made to it by the Seller PROVIDED ALWAYS that the provision of this clause shall not apply to replies made in writing by the Seller's solicitor.

15.8 The Property is to be sold with vacant possession on completion.

16 Insurance pending exercise of the Option

16.1 Until the Option is exercised the Seller shall be responsible for maintaining the Property and shall insure the Property against the risks listed in clause 16.2 with underwriters or insurers of repute in the full cost of rebuilding and reinstating the Property including VAT professional fees and shoring up site clearance and incidental expenses and shall lay out the proceeds of such insurance in rebuilding or reinstating the Property.

16.2 The risks are fire storm tempest earthquake lightning explosion riot civil commotion malicious damage impact by vehicles and by aircraft and articles dropped from aircraft flood damage and bursting or overflowing of water pipes and tanks and environmental damage.

17 VAT

18.1 All VAT payable by the Buyer shall be paid at the same time as the payment on which it is chargeable.

18.2 The Seller shall provide the Buyer with a receipted VAT invoice for any VAT paid by the Buyer under this option agreement.
19 Jurisdiction and governing law
This option agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

20 Nature of this option agreement
This option agreement is a deed and has been executed by the parties to it as a deed.

21 Notices
21.1 Any notice to be given under or in connection with this option agreement shall be in writing and may be delivered personally or sent by first class post or fax to the party due to receive the notice at its address set out in this option agreement or the address of its solicitor or such other address as previously specified (by written notice) by such party.

21.2 A notice may be given by either party's solicitor to the other party's solicitor provided it conforms to the provisions of clause 21.1.

21.3 In the absence of evidence of earlier receipt a notice is deemed received:
21.3.1 if delivered personally when left at the address referred to in clause 21.1.
21.3.2 if sent by post 2 working days after posting it.
21.3.3 if sent by fax on completion of its transmission.

21.4 In the case of a notice given in pursuant to clauses 21.3.1 or 21.3.4 where this occurs after 5 pm on a working day or on a day which is not a working day the date of service shall be deemed to be the next working day.

22 Dispute resolution
22.1 All differences and disputes which may arise between the parties hereto concerning this option agreement shall:
22.1.1 where the difference or dispute relates to the construction or interpretation of this Agreement be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;
22.1.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or
difference which may arise between the parties in connection with those works shall be determined likewise

22.1.3 where the difference or dispute relates to the Determination be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor being a partner or director practising in a leading firm of surveyors based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors on the application of any of the parties in dispute

22.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 22.1.1) or 22.1.2 hereto is applicable

22.3 Except as aforesaid any expert appointed pursuant to Clauses 22.1.1 or 22.1.2 or any other person shall:

22.3.1 on his appointment serve written notice thereof on the parties in dispute;

22.3.2 consider any written representations by or on behalf of those parties which are received by him within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;

22.3.3 allow both parties to the dispute an opportunity of commenting in writing on the other party’s representations within fifteen working days of receipt by the other party thereof;

22.3.4 have an unfettered discretion to determine the reference to him;

22.3.5 serve notice of his determination as soon as he has made it;

22.3.6 give full and clear reasons for his decision;

22.3.7 be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert

23. Third Party Rights

None of the provisions of this agreement shall operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement except that a person who is the successor in title to or permitted assignee of the rights of a party is deemed to be a party to this agreement. This agreement may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it.
IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written
FIRST SCHEDULE
Form of Option Notice

To: (seller's name and address)

From: (buyer's name and address)

Property: (insert details)

In accordance with the terms of the option agreement dated (date) made between (name and address of first party) (1) and (name and address of second party) (2) relating to the Property described above [ ] GIVES NOTICE to you that it exercises its option to buy the Property on the terms and conditions referred to in the option agreement

Signed [by (buyer) (or) by (name of agent) the duly authorised agent of (buyer) on its behalf]:
Date:

(signatures (or common seals) of the parties

[(signatures of witnesses)]
SECOND SCHEDULE

Form of Transfer
If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

<table>
<thead>
<tr>
<th>1</th>
<th>Title number(s) out of which the property is transferred:</th>
</tr>
</thead>
</table>

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.
For example 'edged red'.
For example 'edged and numbered 1 in blue'.
Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferee is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For overseas companies
(a) Territory of incorporation:
(b) Registered number in the United Kingdom including any prefix:
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- any required or permitted statements
- any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

| 7 | Transferee's intended address(es) for service for entry in the register: |
| 8 | The transferor transfers the property to the transferee |
| 9 | Consideration |
|   | ☑ The transferor has received from the transferee for the property the following sum (in words and figures): |
|   | (£[ ]) |
|   | ☐ The transfer is not for money or anything that has a monetary value |
|   | ☐ Insert other receipt as appropriate: |
| 10 | The transferor transfers with |
|   | ☑ full title guarantee |
|   | ☐ limited title guarantee |
| 11 | Declaration of trust. The transferee is more than one person and |
|   | ☐ they are to hold the property on trust for themselves as joint tenants |
|   | ☐ they are to hold the property on trust for themselves as tenants in common in equal shares |
|   | ☐ they are to hold the property on trust: |
| 12 | Additional provisions |
| 12.1 | Definitions |
|   | 'Access' means the access to the Property from a publicly maintainable highway with or without vehicles for all purposes and at all times |
|   | 'Pelham Holdings Limited' means the company registered in England with company registration number 1514574 |
|   | 'Plan' means the plan attached to this transfer |
|   | 'Retained Land' means the land shown edged blue on the Plan |
|   | 'Services and Services Media' means gas water electricity foul and surface water drainage whether in each case the property of a statutory undertaker public or private utility body service provider or otherwise pipes wires cables and any related supports poles pylons stays or other ancillary or related plant machinery apparatus structures and buildings ducts conduits drains sewers dykes ponds ditches streams watercourses land drains or other conducting media together with any rights
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

12.2 The Property is transferred together with the following rights over the Retained Land:

12.2.1. the grant to the Transferee of the right in common with the Transferor and those authorised by it and all or any successors in title or the owners and occupiers for the time being of the Property:-

12.2.1.1 to use the Access, Services and Service Media pending their adoption or being taken over by the relevant authority utility company or service provider so as to be sufficient and readily available to serve the same for its intended purpose at the Completion Date:-

a) the Access constructed to base course standard providing access to the publicly maintained highway

b) foul and surface water sewers

c) ducts for the conduct of gas water electricity and telecommunication services

12.2.1.2 of support for each and every part of the Property and any buildings currently situated on the Property or constructed after the date of this Transfer

12.2.1.3 of light and air for each of and every part of the Property but only to the extent that such right shall be necessary for the development and use of the Property as a school

12.2.2 The grant to the Transferee of the following rights for the benefit of the Property over the Property and the Retained Land:

(a) all sewers drains pipes cables gutters eaves gullies downspouts chimneys chimney stacks rights of overhang and support and other easements or quasi-easements now used or enjoyed or heretofore used or enjoyed by and between the property hereby transferred and the Retained Land shall continue to be so used and enjoyed and at the joint and proportionate expense according to user of the persons so using or enjoying the same.

(b) this clause shall so far as may be necessary or proper for conferring any rights or interest on the Transferee and their successors in title operate as a grant in favour of the Transferee and shall so far as may be necessary or proper for conferring any rights or interest on the Transferor and their successors in title operate as exceptions and reservations in favour of the Transferor.

12.3 Rights reserved for the benefit of other land

12.3.1 The Property is sold subject to:-
(a) all rights of way (public or private) water light drainage rights or common feeding rights wayleaves and all other rights easements quasi-easements to which any person or persons is or are entitled over in and under the Property.

(b) any Town Planning Scheme or Resolution or Order for such scheme or development plan or to any building line or improvement line prescribed by any competent authority and to any charges or restrictions imposed by or under the Town and Country Planning Acts and to any proposal requirement request order or notice and to any Local Land Charge registered under the Land Charges Act 1925 or otherwise by which the Property may now or at any time be affected and to any liability in respect thereof.

12.3.2 There shall be excepted and reserved unto the Transferor and its successors in title the owners or occupiers (in common with all other persons having the like right) for the time being and from time to time of the whole or part of the Retained Land:-

(a) Such rights easements or quasi-rights and quasi-easements of light air support and other easements in through over under and upon the Property as if the Property and the Retained Land had hitherto belonged to different owners and such rights or quasi-rights and easements had been acquired by prescription

(b) A right of support and protection from the Property

(c) The right to the passage and running of water sewage soil gas electricity telephone and other services through any channels sewers drains pipes wires and cables laid and/or to be laid in under or upon the Property at the joint and proportionate expense according to user of the persons so using or enjoying the same.

(d) At all reasonable times upon giving not less than forty eight hours prior written notice (except in the case of an emergency when no notice is required) to enter upon the Property and each and every part of it with or without vehicles and with such workmen tools and appliances as may be necessary for the purpose of laying channels drains pipes and sewers in on or under the Property as may be necessary or convenient for the enjoyment of the Retained Land and for the purpose of connecting any existing or future channels drains pipes sewers wires and cables which may now be constructed or may hereafter be constructed to serve any part of the Retained Land to any channels drains pipes sewers and cables which are now and/or may be laid under
any part of the Property the Transferor or their successors in title making good all damage caused thereby.

(e) The right at all reasonable times to enter upon the Property with or without workmen for the purpose of inspecting repairing cleansing maintaining renewing or relaying the said channels drains pipes sewers wires and cables and/or of repairing any building now or hereafter erected on the Retained Land and/or any of the fences or outbuildings thereto the Transferor or its successors in title making good all damage caused thereby

PROVIDED THAT the exercise of such rights easements or quasi-rights and quasi-easements shall not interfere with the Transferee’s proposed use of the Property as a primary school and early years education provision.

12.4 Restrictive covenants by the transferee

The Transferee hereby covenants with the Transferor so as to benefit each and every part of the Retained Land and so as to bind the Property and each and every part thereof into whosoever's hands the same may come:

12.4.1 Not without the consent of the Transferor to cause or permit the Property to be developed and then used otherwise than for the purposes of a primary school and early years education provision for a period of twenty five (25) years from the date hereof in accordance with the terms and conditions of the requisite planning permission and all other necessary permissions, consents or approvals;

12.4.2 The Transferee must not do anything on the Property that may be or may become a nuisance or annoyance to the Transferor or the owners or occupiers for the time being of the Retained Land, provided that this covenant shall not prevent the Transferee carrying out the building works necessary for the development of a school on the Property; and

12.4.3 Until such time as the Property is developed and used as a primary school and early years education provision, not to use the land for any purpose whatsoever other than as a well maintained area which is fenced off, kept secure and to which there is no public right of access, such area to be maintained at all times to the reasonable satisfaction of Pelham Holdings Limited.

Positive Covenants by the Transferee

12.5 The Transferee shall:

12.5.1 procure that any transfer or lease of the Property (or any part of it) by it will include a covenant by the then
transferee or lessee with the Transferor to comply with the covenants in paragraphs 12.5.1, 12.5.2 and 12.5.3 of this Transfer in so far as they relate to the land comprised in the relevant transfer or lease and a covenant in the terms of this paragraph; and

12.5.2 grant any easements wayleaves and licences to any statutory undertaker or body or company providing gas electricity water sewerage drainage telecommunication systems or any such similar services in such form as such statutory undertaker or body or company may reasonably require for the benefit of the Retained Land or any part thereof.

12.5.3 The Transferee hereby covenants with the Transferor that the Transferee will at all times hereafter indemnify the Transferor against all proceedings costs claims and demands in respect of any future breach of any covenants and stipulations contained or referred to in [ ] so far as the same are still subsisting and capable of being enforced and relate to the land hereby sold.

12.5.4 The parties agree to apply for the entry on the register of title of the Property of a restriction in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by Pelham Holdings Limited of 1 Cavendish Place, London W1G or their conveyancer that the provisions of clause 12.5 of a Transfer dated [ ] have been complied with or that they do not apply to the disposition."

Other

12.6 The covenant implied into the transfer by S2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (hereinafter called "the Act") shall be modified so that the words, "at his own cost" are replaced by "at the Transferees cost" and the covenant implied by S3 (1) of the Act shall apply only to charges and incumbrances created by the Transferor.

12.7 All sewers drains pipes cables gutters eaves gullies downspouts chimneys chimney stacks rights of overhang and support and other easements or quasi-easements now used or enjoyed or heretofore used or enjoyed by and between the Property and the Retained Land shall continue to be so used and enjoyed and at the joint and proportionate expense according to user of the persons so using or enjoying the same.

12.8 this clause shall so far as may be necessary or proper for conferring any rights or interest on the Transferee and their successors in title operate as a grant in favour of the Transferee and shall so far as may be necessary or proper for conferring any rights or interest on the Transferor and their successors in title operate as exceptions and reservations in favour of
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by (full name of individual) in the presence of:

Signature

Signature of witness
Name (in BLOCK CAPITALS)
Address

Executed as a deed by (name of company) acting by a director and its secretary or two directors

Signature
Director

Signature
Director/Secretary

Executed as a deed by affixing the common seal of EAST SUSSEX COUNTY COUNCIL in the presence of:

Common seal of Council

Authorised Signatory

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 86 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.
APPENDIX 3

Illustrative Masterplan (location of Primary School Site)
ILLUSTRATIVE MASTERPLAN
(520 UNITS)
1:4000 @ A3 JULY 2008
FIGURE 9

PELHAM HOLDINGS LTD
POLEGATE

DAVID JARVIS ASSOCIATES
Planning development landscape environment
(formerly DAVID JARVIS LANDSCAPE ARCHITECTS)

PROMPTLY TO THE CUSTOMER

1/1 PRIMARY SCHOOL
2/10 MAIN ACCESS FROM A27 (T)
3/1 FOOTPATHS
4/.. ROUTE OF INITIAL ACCESS
5/1 LOCAL CENTRE WITH SHOPS & HEALTH CARE
6/1 PUBLIC OPEN SPACE & PLAY FACILITIES
7/1 PRIMARY SCHOOL
8/1 ROAD NETWORK
9/1 LAND UNDER APPLICANTS CONTROL
10/1 APPLICATION BOUNDARY
11/1 EXISTING VEGETATION RETAINED
12/1 RESIDENTIAL UNITS
13/1 KEY SPACES
14/1 KEY SPACES
APPENDIX 4
Highway Works Drawings


2. Drawing L371-210: Signal improvements to the A2270 High Street Wannock Road signals.

3. Figure 19B: Pedestrian/cycle accessibility improvements to deliver the improvements on the pedestrian routes to Polegate Town Centre.

4. Drawing L371/319: Public transport works to improve the Polegate Town Centre bus stops.
ENTRY WIDTH INCREASED
LANE WIDENED TO ACCOMMODATE 2 LANES OF STRAIGHT ON TRAFFIC TOWARDS THE A27

ADDITIONAL LANE INTRODUCED TO ACCOMMODATE STRAIGHT ON TRAFFIC TOWARDS THE A27
KEY:
- Construction Phase 1
- Construction Phase 2
- Existing Signalised A22 Crossing
- Proposed Pedestrian/Cycle Footbridges
- Proposed Pedestrian/Cycle Route A
- Existing Pedestrian/Cycle Route B
- Existing Pedestrian/Cycle Route C
- Proposed Pedestrian/Cycle Route D
- Proposed Pedestrian/Cycle Route E
- Proposed Alternative Route
- Proposed On-Site Routes
- Polegate Rail Station

NOTES:
1. For further details of Northern Footbridge, see CCE Drawing L371/303 Rev D.
2. For further details of Southern Footbridge, see CCE Drawing L371/318.
3. Construction Phase 1 & 2 subject to further detailed submissions, but identified in general in order to clarify the phased delivery of the proposed footbridges.
APPENDIX 5

Draft Interim Travel Plan
Land West of A22 (NSWLP PW1), Polegate, East Sussex

Draft
Interim Travel Plan

on behalf of
Pelham Holdings Ltd

Draft 4
September 2010
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Drawings

L371/216 Rev B PW1 Development Access from Cophall Roundabout
L371/303 Rev B Proposed Foot/Cycle Bridge

Appendices

Appendix A Cannon Consulting Engineers Technical Note PTN04
1.0 INTRODUCTION

1.1 On the 15th October 2008, Wealden District Council (WDC) registered the PW1 planning application (Reference WD/2008/2180/MEA) submitted by Pelham Holdings, for the development of up to 600 residential dwellings and associated facilities in Polegate, East Sussex. Meetings and discussions were held to seek to resolve a number of matters; however, the planning application was refused at WDC Committee on the 10th December 2009.

1.2 An appeal was lodged by Pelham Holdings in June 2010 and the appeal is expected to be heard at a public inquiry in January 2011. It is intended that this draft Interim Travel Plan will accompany the highways and transport statement of common ground.

Site Location

Figure 1.1 Site Location - taken from NSWLP Figure 17.1

1.3 As shown on Figure 1.1 above, the site is located adjacent to the A22 Eastbourne Road, which forms part of the Trunk Road Network. The site is within the administrative area of Wealden District Council, and is included within the non statutory Wealden Local Plan.
(NSWLP) as Site PW1. As part of the process that informed the NSWLP, Site PW1 was identified as having the capacity to accommodate up to 600 residential dwellings.

1.4 The A22(T) Eastbourne Road follows a north-south alignment on the eastern boundary of the site. Other primary roads within the immediate vicinity of the site include:

- The A27(T) Lewes Road, which is located to the south of the site and follows an east-west alignment;
- The A27(T) Polegate Bypass, which follows an east-west route to the north of Polegate;
- The A2270 High Street/Eastbourne Road, which follows a north-south route to the south west of the site; and
- The A22 Hailsham Road, which runs north from Cophall Roundabout.

**Interim Travel Plan**

1.5 Appendix L of the 2008 Transport Assessment, which supports the PW1 planning application and environmental statement, sets out a draft Travel Plan Framework. Following a meeting in April 2009, it was agreed that this Interim Travel Plan would be prepared, building on the Travel Plan Framework.

1.6 The Interim Travel Plan draws upon the East Sussex County Council (ESCC) Guidance on Travel Plans for New Development and has been developed through consultation with ESCC highway officers and the Highways Agency (HA). Interim Travel Plan Draft 2 was published for public consultation in September 2009 and consultation responses were received from ESCC and the HA. Draft 2 was then discussed at a meeting in October 2009.

1.7 An appropriate bus strategy and mode share targets were discussed at a meeting in May 2010.

1.8 As the end user of this scheme (the Developer) is unknown at present, the primary purpose of this Interim Travel Plan is to guide the content of a Final Travel Plan that will form part of the development Section 106 Agreement. It is envisaged that as and when the proposed development is brought forward, completion of the Final Travel Plan will typically follow the approach set out in Figure 1.2 (below).

1.9 As the PW1 development is occupied, the Travel Plan will be informed by travel surveys, (see Section 9) to inform the necessary Travel Plan Measures and to update the Travel Plan as required.
Figure 1.2: Indicative Travel Plan Timescale [TBA]

- Undertake Stage 2 Travel Survey

- Undertake Stage 3 monitoring survey and issue to the HA, ESCC and WDC

- Undertake Stage 4 monitoring survey and issue results to the HA, ESCC and WDC

- Develop and agree strategy in conjunction with the HA, ESCC and WDC to deliver the final 120 dwellings on the PW1 site

- Develop Objectives and Targets using SMART principles based upon the Stage 2 Travel Survey results

- Agree the content of the Final Travel Plan with HA, ESCC and WDC

- Collate & Validate the results of the Stage 2 Travel Survey

- Publish the results of the Stage 2 Travel Survey and adopted Travel Plan to the PW1 residents

- Duration: 1 day

- Duration: 2 months after Stage 2 Travel Survey

- Duration: 3 months after Stage 2 Travel Survey

- Duration: 4 months after Stage 2 Travel Survey

- Duration: 6 months after Stage 2 Travel Survey
2.0 TRAVEL PLAN STATUS and TIMESCALES

Overview

2.1 ESCC's Guidance on Travel Plans for New Development requests at paragraph 4.5 that an Interim Travel Plan should provide details of "when the full details of the plan will be worked up" and "specify when the applicant will pay the County Council its auditing fee". The following text provides an outline of the process and the payment of auditing fees to ESCC.

Monitoring and Auditing Fees

2.2 In accordance with ESCC's Guidance on Travel Plans for New Development the PW1 Travel Plan will be monitored using the TRICS Standard Assessment Methodology (SAM), as explained in more detail at Section 9 of this document. The ESCC Guidance notes at Appendix B that the costs of undertaking a SAM survey, typically £3,000, are to be borne by the Developer. The cost of the SAM will be site specific and should be agreed with [JMP consulting as custodians of the TRICS database] who will be responsible for undertaking the monitoring process on behalf of ESCC. The agreed costs of the SAM survey will be paid on completion of the work.

2.3 In addition to the above, ESCC's Guidance on Travel Plans for New Development also states that "the County Council will also impose an auditing fee to cover the cost of administering the whole Travel Plan process" (paragraph 3.30). At Appendix B, ESCC Guidance indicates that the auditing fee for the PW1 development would typically be £6,000.

2.4 The trigger level for the payment of the auditing fee will be agreed through the Section 106 process; this might sensibly be on submission of the results of the Stage 2 SAM Travel Survey, on the occupation of 200 dwellings.
3.0 BACKGROUND

Overview

3.1 Paragraph 4.6 of ESCC's Guidance on Travel Plans for New Development requests that details of the development site location should be provided within the Interim Travel Plan, along with a summary of the type of development that the Final Travel Plan will serve and its key characteristics. The location of the PW1 development is given in Section 1 (Figure 1.1) and the details of the proposed development are set out below.

3.2 This section of the Interim Travel Plan also reviews existing travel behaviour local to Polegate.

Development Type and Scale

3.3 The 2008 planning application submitted by Pelham Holdings is for the development of up to 520 residential dwellings, a single form entry primary school together with community uses, a convenience store and doctor's surgery. The 2008 TA makes use of the ESCC 2003/4 SATURN Model, which has a built-in development trip rate of 9 two-way vehicle trips per dwelling per day and 0.72 two-way vehicle trips per dwelling during the normal AM and PM peak hours.

3.4 Following the results of detailed modelling analyses, the 2008 TA established that the TR3 Junction Improvements could deliver a 400 dwelling first phase of development on the PW1 Site, in advance of the A27 West Polegate Trunk Road Improvements. Based upon the above 2003/4 trip rate, 400 dwellings generate the following levels of vehicular trips:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Arrive</th>
<th>Depart</th>
<th>Two-way</th>
<th>Arrive</th>
<th>Depart</th>
<th>Two-way</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak (0800-0900)</td>
<td>0.27</td>
<td>0.45</td>
<td>0.72</td>
<td>108</td>
<td>180</td>
<td>288</td>
</tr>
<tr>
<td>PM Peak (1700-1800)</td>
<td>0.45</td>
<td>0.27</td>
<td>0.72</td>
<td>180</td>
<td>108</td>
<td>288</td>
</tr>
</tbody>
</table>

(Based On: 2008 TA Table 5.1 & Section 4 of the Atkins Traffic Modelling & Forecasting Report)

3.5 With an interim access strategy for the first phase of 400 dwellings, the 2008 TA proposes that the final 120 dwellings would follow the completion of the A27 West Polegate Trunk Road (referred to in the TA as the A27 Link Road). However, given the continuing uncertainty over the timing of the A27 West Polegate Trunk Road Improvements, this 'Link Road Grampian' proposal has evolved towards a 'Travel Plan Grampian'. It is considered that the Travel Plan Grampian approach would be consistent with Government policy to influence travel behaviour in favour of more sustainable travel modes and would make best use of existing infrastructure.
PW1 Travel Characteristics

3.6 Whilst ESCC’s Guidance on Travel Plans for New Development recommends that a Travel Plan should ideally be based on a comprehensive Travel Survey of the development area (paragraph 3.28), this is difficult for a development sector such as the PW1 site, which has not yet been constructed. Census data for existing residential areas peripheral to Polegate town centre has therefore been analysed to arrive at Baseline and Target mode share characteristics.

3.7 The original mode share set out in the 2008 TA has been refined through discussions and meetings with the highway authorities. The analysis of census data in November 2009 technical note PTN05 was reviewed and updated in March 2010 technical note PTN08 and subsequently revised slightly following a meeting in May 2010. The resulting baseline mode share characteristics are set out in Table 3.2 below.

<table>
<thead>
<tr>
<th>Main Mode of Transport</th>
<th>Two-Way Person Trip Rate (per unit)</th>
<th>Equivalent Modal Split</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Transport</td>
<td>0.10</td>
<td>10.2%</td>
</tr>
<tr>
<td>(Incl. Buses and Trains)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Driver &amp; Passenger</td>
<td>0.79</td>
<td>78.5%</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>0.01</td>
<td>1.0%</td>
</tr>
<tr>
<td>Bicycle</td>
<td>0.03</td>
<td>3.1%</td>
</tr>
<tr>
<td>On foot</td>
<td>0.06</td>
<td>6.2%</td>
</tr>
<tr>
<td>Other</td>
<td>0.01</td>
<td>1.0%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1.00</td>
<td>100%</td>
</tr>
</tbody>
</table>

NB: The 0.79 trip rate for car + passenger is equivalent the car trip rate of 0.72 used in Table 3.1 above.

3.8 Given that any future monitoring undertaken at the PW1 Site will need to be SAM compliant (see Section 9), the PW1 travel characteristics have been considered on a multi modal person trip rate basis.
4.0 SITE TRAVEL OPPORTUNITIES

Overview

4.1 ESCC’s Guidance on Travel Plans for New Development requests at paragraph 4.7 that a summary of the available travel opportunities that future occupiers of a development have access to, should be provided. The following text explains the sustainable transport networks that the PW1 Site has access to, and describes the ‘hard’ transport measures that will be brought forward as part of a comprehensive sustainable highways and transportation package for the site.

Existing Sustainable Transport Facilities

4.2 Section 4.0 of the 2008 TA, details connectivity and linkage with Polegate town centre and local public transport networks. The TA shows that the town centre and railway station are within 15 minutes walk time of the development site (see Figure 4.1), and that future residents will have access to 6 rail services, and 6 bus routes that provide regular services, in the peak travel periods [services updated to 2010 below].

Figure 4.1: Development Site Connectivity

Source: 2008 Transport Assessment Figure 4-A

4.3 The Polegate town centre public transport facilities, which provide good connectivity to the local and regional area, are supplemented by local pedestrian and cycle networks. At present these are limited to a footpath on the eastern side of A22, that follows a
north/south alignment from Cophall Roundabout towards Eastbourne; connecting with footpaths to the town centre from the Roundabout or from the High Street/Wannock cross roads; and the Cuckoo Trail Cycle Route which can be accessed from Polegate High Street approximately 0.5km to the east of the PW1 Site.

4.4 Whilst it is acknowledged that this represents a relatively limited pedestrian/cycle provision at the present time, it is important to note that Policy PW1 requires improved pedestrian and cyclist permeability across the A22 Eastbourne Road, which would be achieved as a result of Pelham Holdings proposals (see below for more details).

**Vehicular Access Proposals**

4.5 The vehicular access to the proposed PW1 development would be via a spur off the Cophall Roundabout. This access will remain in place until the A27 West Polegate Trunk Road Improvements are constructed. The proposed access from the Cophall Roundabout (see Drawing L371/216B), is likely to be on the line of the proposed Trunk Road Improvements but will be designed in such a way that the future delivery of the Trunk Road Improvements are not jeopardised.

4.6 The planning application also includes a northern and a southern access from the PW1 site to the A22, consistent with NSWLP Policy PW1 and Figure 17.1. The A22 accesses would be constructed to a point some distance back from the PW1 site boundary, with appropriate turning facilities, and would not be extended to the A22 and brought into use until the A22 has been reclassified as a local road following the completion of the A27 West Polegate Trunk Road Improvements. At which point the development access from Cophall Roundabout would be removed.

**Proposed PW1 Bus Strategy**

4.7 The proposed PW1 bus strategy set out in the 2008 TA, was developed in discussions with Eastbourne Buses and ESCC. However, in late 2008/early 2009 the Stagecoach Group purchased both Eastbourne Buses and Cavendish Motor Services, the main bus service providers in this area. All bus services now run through Polegate town centre and no bus services now run on the A22 past the PW1 Site. Whilst there remains an aspiration to develop a Quality Bus Corridor along the A22 from Hailsham to Eastbourne, this is currently not funded and might well also run through Polegate town centre. There is thus a need to revise the PW1 bus strategy to deliver a reliable and appropriate bus service from early in the development programme.

4.8 A revised PW1 bus strategy and revised mode share targets were issued in November 2009. The revised bus strategy proposed either diverting the Eastbourne/ Hailsham Route 54 away from Polegate town centre and through the development or the provision of a new PW1 shuttle bus on a circular route though the town centre and through the development.
4.9 In ESCC’s response to the revised November bus strategy, they were concerned that Stagecoach might not agree to divert Route 54 and they were also concerned about the long term viability of a shuttle bus, passenger demand forecasts and transport benefits to the local community. The HA raised concerns regarding the acceptability of a suggested bus gate on the A22 to facilitate bus penetration into the development.

4.10 Stagecoach responded to the November bus strategy on the 7th December 2009. They cannot support diverting Route 54 (since it is to be withdrawn) and they do not consider the shuttle bus to be sustainable. Stagecoach propose a new bus service from the centre of the PW1 development, through Polegate town centre, to Eastbourne via the District General Hospital and Sussex College, which Stagecoach consider “provides a long term self-funding solution that achieves a much better result for the community”. There would be no need for a bus gate with this proposal.

4.11 The outstanding highways and transport matters were drawn together in a comprehensive technical note (PTN08) issued by Cannon CE on the 22nd March 2010, which was discussed at a meeting on the 11th May 2010. Following the meeting, the ESCC Public Transport Manager accepted in principle the December 2009 Stagecoach bus strategy for the PW1 Site. This effectively unlocks ESCC’s long standing concern regarding the ability to achieve bus penetration into the site and thus deliver an appropriate bus service for the PW1 development.

4.12 A meeting was arranged with Stagecoach and ESCC on the 13th July 2010. It was agreed that the PW1 bus service would run from a terminus within the Site, via Cophall Roundabout and Hailsham Road to Polegate town centre, and then on to Eastbourne. A weekday and Saturday 30 minute service for the PW1 Site is agreed, which would improve the weekday service at Polegate town centre to 10 minutes headway. The PW1 bus service would be hourly on Sundays. At the meeting on the 13th July 2010, Stagecoach confirmed that the PW1 service would be sustainable and viable.

4.13 Equally important is the provision of bus stops at regular intervals within the PW1 Site that are well lit and overlooked. The majority of dwellings will be within 300m of a bus stop, with a desirable maximum walk distance of 400m to a bus stop. Safe crossing points will be provided near all bus stops, along with raised kerbs, to ensure all future residents benefit from safe and easy access to buses serving the site.

4.14 By locating bus stops adjacent to the education/community land uses, and at other areas where footpaths converge, accessibility to bus stops will be maximised. The first bus stop to be provided will be central to the 400 dwelling first phase, in close proximity to the proposed school.
4.15 Bus routes through the site will be a minimum of 6.25m wide and the bus stops will be located in the carriageway, to give buses priority and in part to act as traffic calming for the main site distributor roads.

4.16 Bus shelters will be provided at the bus stops to protect passengers from the weather. The shelters would be capable of being linked to real time passenger information systems which could come forward via the Eastbourne Area Local Transport Plan. The shelters will also have rail timetables displayed to advertise and encourage use of sustainable travel for longer distance journeys. There may also be the potential to link the real time passenger information provided within the bus shelters to ‘smart screens’ within the kitchens of all dwellings on the site. This has been proposed in relation to a mixed use scheme in Leighton Buzzard (South Leighton Buzzard Urban Extension) and has been supported by DfT as an exemplar Transport Scheme.

Proposed Pedestrian & Cycling Access Strategy

Internal Proposals

4.17 The site layout will be developed with the needs of pedestrians, cyclists and public transport users as a priority. The onsite roads will have a design speed of 20mph achieved through traffic calming and traffic management measures. The overall strategy for the site will be to create safe, secure, well lit and convenient pedestrian and cycle links throughout the site. These links will be direct and will focus on guiding/concentrating movement corridors towards the A22 pedestrian/cycle bridges. These will give safe and direct connections towards Polegate town centre, via Brookside Avenue, to encourage sustainable travel to destinations both within and outside the PW1 development.

4.18 Cycle parking will be in accordance with Appendix 2 of the Local Transport Plan. This will provide one cycle parking space per dwelling where a garden shed has not been built by the developer.

External Proposals

4.19 The NSWLP recognises that the PW1 Site is within walking distance of the town centre but currently there are no direct pedestrian or cycle links and the A22 would act as a barrier to movement, particularly whilst it remains a trunk road. NSWLP Policy PW1 describes, and Figure 17.1 shows (see Figure 1.1 above), two opportunities for improving direct pedestrian linkages to the town centre.

4.20 The 2008 TA explains how these links can be delivered by the PW1 development, once the A22 has been de-trunked. The highway authorities are not, however, prepared to accept at-grade crossings of the A22 whilst it remains a trunk road. Pelham Holdings
have therefore proposed the provision of normal pedestrian/cycle bridges to cross the A22.

4.21 Improvements will be necessary to the pedestrian/cycle route from Brookside Avenue to the town centre. ESCC have inspected the route and they are satisfied that the necessary improvements can be addressed by normal planning condition. Appropriate lighting will be provided on the footbridges and approach ramps and the street lighting provision along Brook Street/Victoria Road/Albert Road will be reviewed.

Opportunities to Maximise Sustainability

4.22 Information presented in the 2008 TA shows that 37% of Polegate residents work within Wealden District, and a further 38% commute to Eastbourne. When this is compared with the results of a detailed review of the 2001 Census Data, it is evident that there is a fairly high level of reliance placed upon car use amongst Polegate residents, as shown in Table 4.1 below.

Table 4.1: Distance Travelled to Work

<table>
<thead>
<tr>
<th>Main Mode of Travel</th>
<th>Percentage Mode Share by Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under 2km</td>
</tr>
<tr>
<td>Public Transport</td>
<td>2.0%</td>
</tr>
<tr>
<td>Motorcycle</td>
<td>0.2%</td>
</tr>
<tr>
<td>Car Driver</td>
<td>9.1%</td>
</tr>
<tr>
<td>Car Passenger</td>
<td>0.9%</td>
</tr>
<tr>
<td>Taxi</td>
<td>0.0%</td>
</tr>
<tr>
<td>Pedal Cycle</td>
<td>0.2%</td>
</tr>
<tr>
<td>Walk</td>
<td>1.1%</td>
</tr>
</tbody>
</table>

Source: Census 2001 Journey to Work Data

4.23 Table 4.1 shows that approximately 42% of people who live within Polegate, and travel to work by car, complete journeys under 10 km in length. The provision of good public transport and direct pedestrian cycle routes to the town centre and the railway station will be able to have a positive influence on PW1 travel behaviour, particularly with a 20 minute journey to Eastbourne, which is identified in the NSWLP as being a key destination for out-commuters from the District.

4.24 As this journey time is at least as good as the peak hour drive time, it provides a real alternative to the use of single occupancy car journeys. Also, as shown by Table 4.1, approximately 20% of people within Polegate drive less than 5 km to their place of work. Thus the proposed pedestrian and cycle measures outlined above, which will enable the town centre to be reached within 10 to 15 minutes walk time (less of course by cycle), will provide convenient access to local employment opportunities.
4.25 Details of potential measures that could be considered for inclusion within the Final PW1 Travel Plan, to encourage the use of public transport and walking/cycling, are explained in Section 6.
5.0 TRAVEL PLAN OBJECTIVES and TARGETS

Overview

5.1 ESCC’s Guidance on Travel Plans for New Development recommends at paragraph 4.8 that a Full Travel Plan should state aims and objectives. The following section outlines the primary objective of the PW1 Travel Plan and introduces a series of targets that have been developed to ensure that this is achieved.

5.2 In developing these targets, it is important to note that the SMART (Specific, Measurable, Achievable, Realistic and Timed) principle has been adopted as explained in ESCC’s Guidance on Travel Plans for New Development. In setting the mode shift targets, consideration has been given to Government’s views on Travel Plans, given in ESCC’s Guidance at paragraph 4.9

“Modal shifts of 30% or more are a possibility; 10% to 20% is now clearly evident in the UK”

Examples of Future Objectives and Associated Targets

5.3 As well as seeking to influence the travel behaviour of the PW1 residents, the mode share targets will also be used to support the Travel Plan Grampian approach to determine whether the PW1 development can proceed beyond the first phase of 400 to completion of the final 120 dwellings.

5.4 Using the 2003/4 SATURN traffic model, it has been established that the TR3 Junction Improvements can deliver a first phase of 400 dwellings on the PW1 Site. The same 2003/4 traffic model data has also been used in the transport assessments for development planning permissions at Polegate PW2 - Land East of Shepham Lane and Polegate PW3 - Land North of Dittons Road.

5.5 The high level transport assessment work in the 2003/4 Joint Transport Studies estimated that at least 60% of the total NSWLP housing and business growth could be delivered with the TR3 Junction Improvements and other sustainable transport measures identified by the County Council, in advance of the A27 West Polegate Trunk Road Improvements. Subsequent developer’s detailed transport assessments have shown that these improvements can accommodate the majority of the NSWLP development.

5.6 From Table 3.1 above, 400 dwellings at the 2003/4 trip rate generates 288 two-way vehicle trips in the AM and PM peak periods. Having established that the Highway Network can accommodate these 288 two-way vehicular trips, the primary outcome and target of the PW1 Travel Plan is to influence travel behaviour such that this level of peak hour vehicular activity is not exceeded for the full development of 520 dwellings.
5.7 This would reduce the peak hour trip rate from 0.72 two-way vehicle trips per dwelling, in the 2003/4 modelling and the 2008 TA, to 0.58 two-way vehicle trips per dwelling, under full Travel Plan measures.

5.8 The following table is based on ESCC’s preferred structure for setting targets, and for providing examples of future objectives that the Final Travel Plan could adopt.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Target</th>
<th>Mode Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PW1 Baseline</td>
</tr>
<tr>
<td>The overall objective of the Travel Plan is:</td>
<td>To reduce the two-way peak hour single occupancy vehicle trip rates used in the 2003 TA.</td>
<td>73.4%</td>
</tr>
<tr>
<td>To ensure that the levels of two-way vehicular traffic levels associated with the site do not exceed 0.58 trips per residential dwelling in the AM and PM peak travel periods.</td>
<td>To increase the proportion of car sharers, as well as the use of powered two wheelers and taxis amongst residents</td>
<td>6.1%</td>
</tr>
<tr>
<td></td>
<td>Increase the proportion of public transport users.</td>
<td>10.2%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td>5.1%</td>
<td>5.1%</td>
</tr>
<tr>
<td></td>
<td>Increase the incidence of walking to work (and school) amongst residents.</td>
<td>6.2%</td>
</tr>
<tr>
<td></td>
<td>Increase the proportion of cycling amongst residents for employment and school related trips.</td>
<td>3.1%</td>
</tr>
</tbody>
</table>

5.9 As identified in Table 5.1, the aim of the PW1 Travel Plan and associated package of the sustainable transport initiatives (reviewed above and set out in Section 6) is to encourage greater use of sustainable modes of transport such that single occupancy car use reduces from 73% to 58%. This mode shift will deliver the required 0.58 two-way vehicular trip rate in the peak hour periods.

5.10 Whilst it is acknowledged that this might be considered an innovative approach to implementing a Travel Plan, it should be noted that it is comparable to the Travel Plan in operation at the Pitwines Housing Development in Poole, Dorset. The Pitwines Travel Plan has been identified by the Department for Transport in their ‘Making Residential Travel Plans Work’ publication to be of ‘exemplar’ quality. As with the PW1 site in Polegate, the primary objective of the Pitwines Travel Plan is to ensure that an agreed maximum level of vehicular activity is not exceeded.

5.11 The PW1 Travel Plan primary focus, of influencing travel behaviour towards more sustainable forms of transport, will also deliver demand management measures preceding the introduction of new infrastructure, consistent with Government sustainable transport policy.
6.0 TRAVEL PLAN MEASURES

Overview

6.1 Paragraph 4.12 of ESCC’s Guidance on Travel Plans for New Development requires a package of measures to be identified in the Travel Plan that will be implemented to meet the objectives and targets of the Travel Plan. The measures that will be adopted for the PW1 Site will be formulated by the Travel Plan Co-ordinator (see Section 7) in conjunction with the Travel Plan Steering Group (see Section 8) and incorporated within the Final Travel Plan.

Measures to Achieve Objectives

6.2 As a guide, a series of measures that could be implemented to deliver the Travel Plan objectives, have been set out in Table 6.1 for consideration by the Travel Plan Steering Group.

Table 6.1: Potential Travel Plan Measures (Ranked by Order of Importance)

<table>
<thead>
<tr>
<th>Objective</th>
<th>Hard (Infrastructure) Measures</th>
<th>By Whom (By When)</th>
<th>Expected Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction of a pedestrian/cycle bridges over the A22 to encourage walking and cycling to Polegate town centre + bus + rail interchange.</td>
<td>Developer (Phased from Day 1)</td>
<td>£TBC</td>
<td></td>
</tr>
<tr>
<td>Construction of internal footways and cycle lanes that direct pedestrians and cyclists towards the A22 bridges.</td>
<td>Developer (Phased from Day 1)</td>
<td>£TBC</td>
<td></td>
</tr>
<tr>
<td>Development of a PW1 site specific bus route,</td>
<td>Developer (From Day 1)</td>
<td>£TBC</td>
<td></td>
</tr>
</tbody>
</table>

Main objective of the PW1 Travel Plan is:

To ensure that the levels of two-way vehicular traffic levels associated with the site do not exceed 0.58 two-way trips per dwelling in the AM and PM Peak travel periods.

Soft (Promotional) Measures

<table>
<thead>
<tr>
<th>Objective</th>
<th>By Whom (By When)</th>
<th>Expected Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a PW1 Community Travel website/notice board, which contains information on all modes of sustainable travel, public transport timetables, contact numbers and advice</td>
<td>Travel Plan Co-ordinator (From Day 1)</td>
<td>£TBC</td>
</tr>
<tr>
<td>A welcome pack of travel Information to be provided to each household (see Section 8)</td>
<td>Travel Plan Co-ordinator (From Day 1)</td>
<td>£TBC</td>
</tr>
<tr>
<td>Provision of walking and cycling maps showing local walking and cycling routes in relation to local facilities and connections with bus stops and Polegate railway station</td>
<td>Travel Plan Co-ordinator (From Day 1)</td>
<td>£TBC</td>
</tr>
<tr>
<td>Encourage residents to register with WalkBudi and CycleBudi</td>
<td>Travel Plan Co-ordinator</td>
<td>£TBC</td>
</tr>
</tbody>
</table>
6.3 As a minimum it is proposed that the following key measures will be implemented:

1) Marketing & promotional activity (soft, promotional, measures) to raise awareness of sustainable modes of travel to and from the site;
2) Provision of a Community Travel Website AND a Notice Board;
3) Travel information pack (welcome pack) for new residents – to be updated on a regular basis, with information available on the community website and where possible supported by community travel forum meetings/events;
4) Provision of walking & cycling maps;
5) Site specific public transport information; and
6) Introduction & promotion of a car share scheme

Other Potential Measures

6.4 In addition to formulating measures from Table 6.1 that relate to the overarching objectives of the Final Travel Plan, there is the potential for the Travel Plan Co-ordinator, in conjunction with the Travel Plan Steering Group, to develop and include the following measures:

- A Bicycle Users Group to provide feedback and insight to the travel plan coordinator to ensure the cycling targets are met;
- Personalised Travel Planning sessions for new residents or by appointment for existing residents – advertised in the Welcome Packs and on the website/notice board and in any other site communications;
- Broadband provision – this fits well with the current suggested measure to promote home working;
- A car club;
Travel Plan Awareness Target

6.5 The Final Travel Plan will consider introducing a travel plan awareness target, which would aim to achieve a minimum percentage of residents stating awareness of the travel plan, its aims and the provision of alternatives to car travel to and from the site. Inclusion of this target would assist with the promotion and awareness of the sustainable modes of travel.
7.0 TRAVEL PLAN CO-ORDINATOR DETAILS

Overview

7.1 ESCC’s Guidance on Travel Plans for New Development (paragraph 4.14) states that the Travel Plan should contain the full contact details of the Travel Plan Co-ordinator who will be appointed to manage the implementation, promoting and monitoring of the Travel Plan. Sensibly it is not possible to provide this information until the Travel Plan Co-ordinator has been appointed. However, for completeness, this Section has been produced to help in shaping the content of the Final PW1 Travel Plan.

Travel Plan Co-ordinator

7.2 The Travel Plan Co-ordinator will be appointed to develop, finalise and implement the PW1 Travel Plan. They can be contacted as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>[Pelham Holdings In-House Travel Plan Co-ordinator]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation</td>
<td>Pelham Holdings Limited</td>
</tr>
<tr>
<td>Address</td>
<td>1 Cavendish Place, London, W1G 0QF</td>
</tr>
<tr>
<td>Telephone</td>
<td>020 7291 7970</td>
</tr>
<tr>
<td>Fax</td>
<td>020 7291 7971</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:info@alliedlondon.com">info@alliedlondon.com</a></td>
</tr>
</tbody>
</table>

7.3 It is anticipated that the Travel Plan Co-ordinator will have the following responsibilities:

- Promotion and coordination of alternative transport options i.e. car sharing, public transport, cycling, and walking;
- Ensuring full details of the PW1 Travel Plan are issued to all future residents;
- Providing a ‘Residents Handbook’ and a Travel Information Pack to all future residents (see Section 9);
- Liaising with the local bus company to obtain discounts on the provision of season tickets;
- Providing and regularly updating a ‘Website/Community Notice Board’; and,
- Set up a Travel Plan Steering Group.
8.0 MARKETING and PROMOTION

Overview

8.1 ESCC’s Guidance on Travel Plans for New Development requests at section 4.16 that all of the Travel Plan measures should be communicated to residents in an engaging way.

8.2 As the custodian of the Final Travel Plan, Pelham Holdings will be responsible for its development and implementation in the first instance. However, to ensure that the Travel Plan continues to be relevant into the future, it is intended that a Travel Plan Steering Group will be set-up. The following text provides an overview of the main functions this group will perform, and some of the marketing and promotional activities that could be included within the Final Travel Plan.

Travel Plan Steering Group

8.3 It is envisaged that the PW1 Travel Plan Steering Group will consist of the Travel Plan Co-ordinator and an appropriate person from any housing association that manages the affordable dwellings provided at the PW1 Site. The main responsibilities of the Travel Plan Steering Group will be:

- To agree which of the Travel Plan measures explained in Section 6 should be adopted in the Final Travel Plan;
- Formulate a marketing strategy which takes into account the marketing materials outlined below; and
- Co-ordination of the Travel Plan Monitoring Strategy explained in Section 9.

Travel Information Pack

8.4 To encourage future residents of the PW1 Site to use sustainable modes of transport, a Travel Information Pack will be produced. It is envisaged that the Travel Information Pack will be placed on the PW1 development website and will distributed in two forms:

- Firstly, as part of the sales and marketing literature produced when the dwellings are put up for sale; and
- Secondly, within Home Welcome Packs produced when residents complete their property purchase and move in.

8.5 It is envisaged that the Travel Information Pack could include, but will not be limited to, the following key elements of information:
Table 8.1: Travel Information Pack Contents

<table>
<thead>
<tr>
<th>Advice on</th>
<th>Information to be provided</th>
</tr>
</thead>
</table>
| Public Transport | • Maps detailing the location of bus stops and rail stations;  
| | • Bus and train network maps; and,  
| | • Bus and rail timetable information |
| Cycling | • Cycle maps detailing safe routes and cycle parking facilities;  
| | • List of cycle shops and information on bicycle maintenance;  
| | • Information on local cycle training schemes operated in the area; and,  
| | • A 'Cycle Safety' information pack. This will include advice on personal safety equipment, hazards, cycling in poor weather and avoiding bike theft. |
| Walking | • Maps of 'Safe Routes' to Polegate Town Centre, Polegate Railway Station, local schools and other local amenities;  
| | • Information on health benefits associated with walking;  
| | • Information on road safety education and training schemes; and,  
| | • Advice on Personal Safety |
| Local Amenities | • Details of Local Health Facilities, including GP surgeries, dentists, clinics, and leisure/fitness centres;  
| | • A summary of retail outlets within walking and cycling distance, and details of those further away which offer home delivery services; and,  
| | • A summary of entertainment facilities within walking and cycling distance |
| Further points | • Details of Car Share schemes that operate within the local area;  
| | • Contact details of local taxi/mini-cab firms;  
| | • Contact details of the Travel Plan Co-coordinator; and,  
| | • Details of when and where quarterly 'Travel Plan coffee mornings' will be held. |

Website/Community Notice Board

8.6 In addition to the Travel Information Pack, a ‘Community Notice Board’ will be located outside the sales office of the PW1 site from the first day it is open. The Community Notice Board will summarise the key transport links identified within the Travel Information Pack so that prospective buyers are both aware of the Travel Plan from the outset, and also demonstrate the accessibility of the site to the surrounding areas. All the above information will also be contained on the PW1 Website.

8.7 Initially the maintenance of the Website/Community Notice Board will rest with the Sales Team, but as the development progresses this responsibility will pass to the Travel Plan Co-ordinator/Travel Plan Steering Group. In addition to the maintenance of the Community Notice Board adjacent to the Sales office, the Travel Plan Steering Group will responsible for establishing and monitoring other boards in key locations around the site. This is likely to include the pedestrian/cycle crossings of the A22 and the school.

1 The purpose of the quarterly coffee mornings is to maintain awareness of the Travel Plan and also help introduce suitable car sharers, walk/cycle buddies to one another.
8.8 It is considered that the use of the PW1 Website and Community Notice Boards will not only provide a continuing visual reminder of the Travel Plan to first time occupiers, but also influence those residents living in buy-to-let properties and those who may move in at a later date.
9.0 MONITORING STRATEGY

Overview

9.1 ESCC's Guidance on Travel Plans for New Development requests at section 4.19 that the Travel Plan be monitored by a SAM survey in years 1, 3 and 5 of operation/occupation. As referred to in Section 2 above, and as explained in the ESCC Guidance, the SAM survey is to be funded by the Developer and undertaken by [JMP Consulting in their role as custodians of the TRICS database].

9.2 Whilst this approach would be consistent with best practice in a buoyant housing market, it is difficult to say at the present time, how long the PW1 development will take to build out. It is therefore proposed that monitoring will be carried out in accordance with SAM guidelines in years 1, 3 and 5 unless otherwise agreed in writing with the Council and the Highway Authority.

9.3 Given the economic downturn, it is possible that the Final Travel Plan will operate for longer than the current best practice threshold of 5 years. Taking these points into consideration, the following text summarises the proposed SAM process and introduces an initial framework for a monitoring strategy that the Final Travel Plan could adopt.

Standard Assessment Methodology (SAM) Monitoring Process

9.4 The SAM process, which is managed by [the TRICS development team], incorporates a comprehensive individual multi-modal survey that generally covers the 12 hour period 07:00 to 19:00\(^2\), and takes into consideration the following:

- All modes travelling to and from the site;
- Site parking provision, both on-site and off-site;
- Local public transport accessibility;
- Total number of access points (vehicular and multi-modal);
- Several enumerator locations to cover all access points; and
- Potential for ‘through-trips’, parking by non-site users, and any other special conditions

9.5 In addition to an Initial Travel Survey, the SAM process also includes three further surveys that are generally undertaken 1, 3 and 5 years after the Final Travel Plan is adopted\(^3\).

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\(^2\) Whilst the SAM survey is typically conducted on an individual weekday, the monitoring process that will be adopted at the PW1 site could cover more than one day so that a more representative sample of travel patterns can be established.

\(^3\) To ensure consistency with the Initial Travel Survey the monitoring surveys are undertaken during similar times of the year as the original survey.
9.6 At 100 occupations a Stage 1 traffic count would be undertaken on the site access road, probably by Automatic Traffic Count (ATC) for one week. This would give a first indication of car travel patterns from the new development. The more comprehensive Stage 2 SAM Survey would be undertaken at the end of year 1. This will be followed by a Stage 3 monitoring survey at year 3 (or possibly at 400 occupations) and a Stage 4 monitoring survey at year 5.

9.7 Following consideration and review of the results of the above monitoring surveys, an Addendum Travel Plan will be prepared. The purpose of this document will be to extend the Travel Plan to 520 dwellings and to set out the need for any additional measures that may be required to ensure that two-way traffic flows associated with an enlarged development on the PW1 site do not exceed 0.58 vehicular trips per dwelling in the AM and PM peak periods.

9.8 It is intended that the Addendum Travel Plan, which will include a revised monitoring strategy, will be formalised through consultation with the HA, ESCC and WDC.

9.9 By undertaking several surveys, as explained above, the TRICS development team] will be able to assess the effectiveness of the proposed Travel Plan measures over time. This is typically assessed by way of identifying transfers between modes, or significant reductions in vehicular trip rates. The several periods of survey identified above, will establish reductions in vehicular trip rates, and should the results of the monitoring surveys indicate that the levels of vehicular traffic associated with 400 dwellings will be significantly lower than used in the 2008 TA, it would provide the potential to deliver the further/final phase of the PW1 development.

9.10 As shown on Figure 1.2, the mechanism for delivering a further phase of development, which would include additional monitoring milestones, would be agreed through consultation with ESCC, the HA and WDC.

**Travel Plan Co-ordinator Monitoring Process**

9.11 In addition to the SAM monitoring, it is proposed that the Travel Plan Co-ordinator and Travel Plan Steering Group will also be responsible for organising the ATC Surveys as necessary on the development access road. This will give a more detailed appreciation of the vehicular trip generation of the site.

9.12 Given that the use of ATC surveys is adopted by the Travel Plan operated at the Piltwines Development in Poole, it is considered that this approach is consistent with the monitoring requirements of Government policy.
9.13 Overall, the Travel Plan Monitoring Strategy is consistent with best practice guidelines and will therefore provide the various government agencies with a comprehensive overview of future changes in travel behaviour associated with the PW1 Site.
10.0 ON-GOING MANAGEMENT and REVIEW

Overview

10.1 ESCC’s Guidance on Travel Plans for New Development, proposes the inclusion of sanctions to be set out in the Final Travel Plan to mitigate against those instances when targets are not being achieved. As any remedial measures, over and above the planned transport infrastructure provision, necessary to achieve the detailed mode share targets cannot be formulated until the results of the Stage 2 Travel Survey are obtained, it is not considered prudent to finalise sanctions at this time.

10.2 ESCC’s Guidance on Travel Plans for New Development states at paragraph 3.34 that “the level of any sanction will be negotiated on a case-by-case basis and will be proportionate to the scale of development”. In this regard it is proposed that the strategy for including sanctions within the Final Travel Plan will be clarified in the S106 Agreement [and a appropriate bond identified in the S106 Agreement to be called on if required].

10.3 An example of the types of sanctions that could be adopted and a mechanism that secures payment of funds to cover the costs of any sanctions/mitigation measures, is considered in the following text.

Potential Sanctions

10.4 The potential sanctions associated with not meeting the percentage targets of mode share for walking, cycling and use of public transport set out in the Final Travel Plan will be established during the preparation of the Final Travel Plan document. In advance of the Final Travel Plan being formulated it is envisaged that both monetary and non-monetary sanctions will be required from the Developer.

10.5 The monetary sanctions could be used to fund:

- Improved information systems;
- Improved pedestrian/cycle facilities;
- Additional public transport measures;
- Promotional and Marketing activity; and
- Personalised travel planning.

Payment Mechanism

10.6 The ESCC’s Guidance on Travel Plans for New Development recommends that the Local Highway Authority will normally require that a bond or similar which is equivalent of up to 50% of the Local Sustainable Accessibility Improvement Contribution for the development, be committed to cover the costs of any sanctions. ESCC will also take into
consideration the likely internal costs that might be incurred by Local Authorities in implementing measures to address failed targets.

10.7 Exact details of the payment mechanism and other non-monetary sanctions, such as not being able to build more than 400 dwellings, will be developed through liaison with the HA, ESCC and WDC, and incorporated within the Final Travel Plan.
1.0 INTRODUCTION

1.1 On the 15th October 2008, Wealden District Council (WDC) registered the Pelham Holdings Ltd planning application (Reference WD/2008/2180/MEA) for the development of up to 520 residential dwellings on Site PW1 at Polegate, East Sussex. The planning application was supported by a Transport Assessment (TA) prepared by Cannon Consulting Engineers (CCE), which considered a development of 600 dwellings in accordance with Policy PW1 of the Non Statutory Wealden Local Plan (NSWLP) (see Figure 1.1).

Figure 1.1: PW1 Location Plan

![PW1 Location Plan](image-url)
1.2 Following the submission of the planning application there have been discussions with the Highways Agency (HA), East Sussex County Council (ESCC) and WDC regarding phasing and access. The TA considers a first phase of the PW1 development linked to a temporary access from the Cophall Roundabout, with the remainder of the development following the completion of the A27 Link Road. This approach would be acceptable in principle to the highway authorities (HA and ESCC).

1.3 More recently the HA have expressed concerns regarding the timing and delivery of the A27 Link Road and it has been suggested that the proposed Grampian style planning condition linking the remainder of the development to the A27 Link Road (the A27 Link Road Grampian condition) be replaced by a Travel Plan Grampian condition, consistent with government guidance on the best use of existing infrastructure.

1.4 The reasoning behind the suggested Travel Plan Grampian relates to the use of relatively high development trip rates in the original ESCC Traffic Model for the Polegate/Eastbourne Area. These trip rates were discussed at a meeting in May 2009 to review traffic modelling for the Local Development Framework (LDF) and it is expected that the traffic model will be updated for the LDF using lower development trip rates consistent with current standards.

1.5 To consider the reasonable prospects of satisfying a Travel Plan Grampian condition, Pelham Holdings have agreed to carry out a sensitivity test of the development traffic impact on the Cophall Roundabout, as set out in the letter from Jennifer Owen and Associates letter to WDC on the 17th July 2009 (copy attached).

1.6 This Technical Note has been produced to explain the sensitivity test that has been carried out and to summarise the results of 400 dwellings at the ‘old’ trip rate compared with 520 dwellings at a ‘new’ trip rate.

2.0 TRAFFIC MODELLING PRESENTED IN THE CCE TRANSPORT ASSESSMENT

2.1 The results of the original traffic modelling undertaken by CCE are set out in Appendix M of the 2008 TA, based on the following vehicular trip rates for 400 dwellings:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Arrive</th>
<th>Depart</th>
<th>Two-way</th>
<th>Arrive</th>
<th>Depart</th>
<th>Two-way</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak (0800-0900)</td>
<td>0.27</td>
<td>0.45</td>
<td>0.72</td>
<td>108</td>
<td>180</td>
<td>288</td>
</tr>
<tr>
<td>PM Peak (1700-1800)</td>
<td>0.45</td>
<td>0.27</td>
<td>0.72</td>
<td>180</td>
<td>108</td>
<td>288</td>
</tr>
</tbody>
</table>

2.2 These trip rates (dating back to 2002) are considered high in relation to current standards. A review of current trip rates used on other Polegate NSWLP sites has therefore been carried out, as follows:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Shepham Lane</th>
<th>Dittons Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Arrive</td>
<td>Depart</td>
</tr>
<tr>
<td>AM Peak (0800-0900)</td>
<td>0.14</td>
<td>0.46</td>
</tr>
<tr>
<td>PM Peak (1700-1800)</td>
<td>0.37</td>
<td>0.28</td>
</tr>
</tbody>
</table>

2.3 Based on the above, the Cophall Roundabout junction modelling results in the 2008 TA Appendix M have been re-run for 520 dwellings using the Dittons Road two-way trip rate of
0.58. This trip rate has been used as the Dittons Road planning application has been tested at a Public Inquiry and the trip rates are consistent with those targeted by the proposed Pelham Holdings PWL Travel Plan.

3.0 COPHALL ROUNDAABOUT SENSITIVITY TEST

3.1 Using the Dittons Road trip rates, the development traffic from 520 dwellings on the PW1 site has been calculated as follows:

Table 3.1: 520 Dwellings Trip Rates & Trip Generations

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Trip Rates</th>
<th>Trip Generations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Arrive</td>
<td>Depart</td>
</tr>
<tr>
<td>AM Peak (0800-0900)</td>
<td>0.12</td>
<td>0.46</td>
</tr>
<tr>
<td>PM Peak (1700-1800)</td>
<td>0.40</td>
<td>0.18</td>
</tr>
</tbody>
</table>

3.2 Table 3.1 shows that when the Dittons Road trip rates are applied to the proposed development of 520 dwellings, the two-way increases in vehicular activity are 13 and 14 in the AM and PM peak periods respectively, compared with 400 dwellings at the ‘old’ trip rate (Table 2.1). These increases represent one additional two-way movement being generated every 5 minutes.

3.3 These additional development traffic generations have been added to the traffic flows in the 2008 TA TRANSYT1 model for the Cophall Roundabout, so that the impact of the additional development traffic can be seen. For completeness of presentation, the TRANSYT output results are summarised below in Table 3.2.

Table 3.2: Cophall Roundabout Sensitivity Test

<table>
<thead>
<tr>
<th>Arm</th>
<th>2018 + 400 Units (2008 TA)</th>
<th>2018 + 520 Units ('New' Trip Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM Peak Hour</td>
<td>PM Peak Hour</td>
</tr>
<tr>
<td></td>
<td>Deg of Sat (%)</td>
<td>MMQ/L</td>
</tr>
<tr>
<td>A22(N) P'gate Rd</td>
<td>63</td>
<td>7</td>
</tr>
<tr>
<td>Circulating</td>
<td>42</td>
<td>4</td>
</tr>
<tr>
<td>A27 P'gate Bypass</td>
<td>83</td>
<td>10</td>
</tr>
<tr>
<td>Circulating</td>
<td>75</td>
<td>11</td>
</tr>
<tr>
<td>Hailsham Road</td>
<td>32</td>
<td>1</td>
</tr>
<tr>
<td>Circulating</td>
<td>54</td>
<td>6</td>
</tr>
<tr>
<td>P'gate Bypass</td>
<td>76</td>
<td>11</td>
</tr>
<tr>
<td>Circulating</td>
<td>76</td>
<td>4</td>
</tr>
<tr>
<td>Exit at Ped C'ing</td>
<td>54</td>
<td>2</td>
</tr>
<tr>
<td>Spur Road</td>
<td>32</td>
<td>2</td>
</tr>
<tr>
<td>Circulating</td>
<td>66</td>
<td>8</td>
</tr>
<tr>
<td>Service Area</td>
<td>67</td>
<td>5</td>
</tr>
<tr>
<td>Circulating</td>
<td>65</td>
<td>3</td>
</tr>
</tbody>
</table>

3.4 The results set out in Table 3.2 show that 400 dwellings at the ‘old’ trip rate compared with 520 dwellings at a ‘new’ trip rate, does not have a significant impact on the operational capacity of the Cophall Roundabout.

3.5 The safety record of Cophall Roundabout is also unlikely to be affected by this very small overall increase in development traffic flow.

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1 TRANSYT is an industry standard computer modelling package that assesses the operation of signalised roundabouts.
4.0 SUMMARY AND CONCLUSIONS

4.1 This Technical Note considers the change in development traffic impact at the Cophall Roundabout of 400 dwellings at the 'old' trip rate compared with 520 dwellings at a 'new' trip rate.

4.2 An appropriate 'new' trip rate of 0.58 trips per dwelling in the peak hour has been taken from the Dittons Road planning application, which compares with the modelled trip rate of 0.72 trips per dwelling in the Pelham Holdings PW1 TA.

4.3 The Pelham Holdings Travel Plan for the PW1 development is intended to deliver the reduced trip rate of 0.58, thus as a sensitivity test the Cophall Roundabout junction modelling has been re-run to compare 520 dwellings at a trip rate of 0.58, with 400 dwellings at a trip rate of 0.72.

4.4 The results of the sensitivity test show that the additional development traffic from 520 dwellings does not have a significant impact on the operation of the Cophall Roundabout.

4.5 There is thus a reasonable prospect that a Travel Plan Grampian style planning condition could be satisfied. Such an approach would be consistent with Government guidance on the best use of existing infrastructure.
APPENDIX 6

Form of Travel Plan Bond

KNOW ALL MEN by these presents that [ ] (Company number ) whose registered office is situate at/or [ ] (who and whose successors and permitted assigns are here called "the Developer") [ ] of [ ] (who and whose successors and permitted assigns are here called "the Owners") and [ ] (who and whose successors and permitted assigns are here called "the Surety") are bound to EAST SUSSEX COUNTY COUNCIL (who and whose successors are here called "the County Council") in the sum of Four Hundred and Thirty Thousand pounds (£430,000) (here called "the Bond Sum") which shall be increased from time to time as hereinafter provided to be paid to the County Council or their successors for which payment to be duly made we bind ourselves jointly and severally by these presents sealed with our seals

DATED this day of Two Thousand and

WHEREAS by an Agreement made on the day of Two Thousand and Eleven between the Pelham Holdings Limited (1) Pelham (Polegate) Limited (2) (together "the Developers") David John Baker-Beall and Graham Philip Thompson (3) John Edward Tompkins (4) Stanley John Wood and Joan Wood (5) Michael Kilbey and Jacqueline Kilbey (6) Eastbourne College (7) Mary Doris Darling (8) and the County Council (9) (here called "the Agreement") the Owners and the Developers have agreed to ensure that the Travel Plan Objectives (as defined in the Agreement) are achieved in accordance with the terms covenants and conditions contained in the Agreement

1. NOW THEREFORE the conditions of the above-written Bond are such that:-

(1) If the Owners and the Developer do and shall well and truly perform fulfill and keep all the obligations of the Owners and the Developer under Schedule 5 of the Agreement according to the true intent thereof or

(2) If on default by the Owners and the Developer the Surety shall satisfy and discharge the losses damages costs and expenses incurred by the County Council in carrying out or completing or having carried out or completed as the case may be the obligations of the Owners and the Developer under Schedule 5 of the Agreement up to the total of the Bond Sum and all increases therein as hereinafter provided then the above-written Bond shall be void but if the Owners and the Developer shall fail to observe and perform the terms and conditions of Schedule 5 of the Agreement the above-written Bond shall remain in full force and effect until the date which is thirty six (36) months from the date of the final Monitoring Report submitted pursuant to paragraph 4.4 of Schedule 5 of the Agreement

2. IT IS HEREBY AGREED and declared that the Bond Sum shall be adjusted in line with the annual movement in the Retail Price Index (All Items) for the month of the date of the Bond on each anniversary date of the Bond

3. PROVIDED ALWAYS and it is hereby declared that the liability of the Owners the Developer and the Surety shall not be affected or discharged by any alteration agreed
to by the County Council with the Owners and the Developer in the terms of the Agreement it being the true intent and meaning of the above-written Bond that the same shall be in full force and effect to secure the fulfilment of all the obligations of the Owners and the Developer contemplated by Schedule 5 of the Agreement whether such alterations be or be not made as aforesaid
APPENDIX 7
County Council Statement on Planning Obligations
APPENDIX 7

Statement in support of planning obligations
securing contributions towards providing
county services infrastructure
1. **Summary**

1.1 Planning application reference WD/2008/2180 for the development of the land at Honey Farm, Polegate [the Development] is supported by planning obligations [the Planning Obligations] to secure the contributions of land and finance towards providing the new and improved county services infrastructure required to support the Development.

1.2 With regard to East Sussex County Council [the County Council] services other than highways and transport, the contributions to be secured by the Planning Obligations are towards:

1.2.1 Providing additional early years education capacity.
1.2.2 Providing additional primary school capacity.
1.2.3 Providing additional secondary school capacity.
1.2.4 Providing additional library capacity.
1.2.5 Providing additional household waste and recycling capacity.
1.2.6 Improving rights of way in the Polegate area.

1.3 With regard to the County Council’s highway and transport responsibilities, the Planning Obligations will:

1.3.1 Secure highway improvements [the Highway Works].
1.3.2 Provide funding for a bus service [the Bus Service] between the Development and Eastbourne via Polegate town centre.
1.3.3 Secure measures and initiatives [the Travel Plan] together with funding to reduce car use journeys to and from the Development.

1.4 Subject to planning permission being granted for the Development [the Planning Permission] and the implementation of the Planning Permission, the Planning Obligations will secure in-kind contributions in the form of an option to acquire 1.4 ha of land, the Highway Works and the Travel Plan as well as financial contributions amounting to, say, £2,461,000 (subject to indexation).

1.5 The Planning Obligations meet the criteria set out in Community Infrastructure Regulation 122 [Regulation 122] and may, therefore, constitute reasons for
granting planning permission for the Proposed Development.

2. **Introduction**

2.1 With reference to paragraph 10 of the Planning Inspectorate’s Good Practice Advice Note 16/2010, evidence presented to the Inquiry into the application for the Planning Permission has established the needs for the Planning Obligations relating to the County Council’s highway and transport responsibilities and that they would meet the criteria set out in Regulation 122.

2.2 The purpose of this statement is to establish that planning obligations securing financial contributions towards the costs of providing additional primary school and additional household waste and recycling capacity may constitute a reason for granting planning permission for the Proposed Development because they would meet the criteria set out in Regulation 122.

2.3 Regulation 122 provides that planning obligations may only constitute reasons for granting planning permission for development if they are; a) necessary to make the development acceptable in planning terms; b) directly related to the development; and, c) fairly and reasonably related in scale and kind to the development.

3. **Criterion a) of Regulation 122**

3.1 Policy CC7 of the South East Plan and ‘Saved’ Policy CS1 of the adopted Wealden Local Plan 1998 [the Development Plan Policies] provide for contributions to be secured from development towards the costs of providing the infrastructure required to serve the additional needs it will generate.

3.2 Policy CS1 of the Non-Statutory Wealden Local Plan 2005, which was adopted by Wealden District Council [WDC] in December 2005 for the development control purposes, also provides for contributions to be secured from development towards the costs of providing the infrastructure required to serve the additional needs it will generate.

3.3 Detailed guidance on justifying and calculating financial contributions from development towards County Council services is provided by the County Council’s supplementary planning guidance “A New Approach to Development Contributions – as amended” [the SPG] which was drafted and adopted in

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1 [http://www.eastsussex.gov.uk/environment/planning/development/newapproach/default.htm](http://www.eastsussex.gov.uk/environment/planning/development/newapproach/default.htm)

3.4 Although the Structure Plan is no longer part of the Development Plan, Policy S3 was largely consistent with the Development Plan Policies. The substance of the SPG, therefore, remains valid in relation to the Development Plan Policies because it is the only local detailed guidance available with regard to satisfying;

a) criterion b) of Regulation 122 – per paragraph 4; and,

b) criterion c) of Regulation 122 – per paragraph 5.

3.5 In relation to drafting the Core Strategy of the Wealden Local Development Framework [the Wealden Core Strategy], WDC is working with infrastructure providers including the County Council to develop an Infrastructure Delivery Plan [the Wealden IDP] which will identify the key pieces of infrastructure that are essential to the delivery of the Wealden Core Strategy over its first 5 years. An initial draft of the Wealden IDP is expected to be published early in 2011.

4. **Criterion b) of Regulation 122**

4.1 **Background**

4.1.1 Justifications for the Planning Obligations were set out by the County Council in its November 2008 and November 2010 officer responses to WDC’s consultations on the planning application. Those letter responses are attached to this statement as Annex 1.

4.2 **Justification for contributions towards increasing early years education capacity**

4.2.1 While the Childcare Act 2006 [the Act] provides for the market to lead on delivering the early years education entitlement [EYEE], the justification for this contribution stems from Section 7 of the Act which provides that English local authorities must secure that early years provision is available for all 3 & 4 year old children in their area.

4.2.2 The Polegate Pre-School Playgroup [the Playgroup], a voluntary managed preschool provision, is the only early years education provision in the town of Polegate.

4.2.3 The Playgroup occupies four rooms in Polegate Community Centre, Windsor Road, Polegate, and provides 40 early years education places
on weekday mornings (Monday to Friday inclusive), from 09.30 to 12.45.

4.2.4 For the time being, there are no significant unmet demands for EYEE places in the Polegate area. On the other hand, the Playgroup has no vacancies and the community centre has no space for it to expand.

4.2.5 The Playgroup would not, therefore, be capable of accommodating the 30 3 & 4 year olds the Development would generate.

4.2.6 On the bases; i) no other public sector capital funding would be available for expanding early years education provision to accommodate needs generated by the Development; and, ii) it would be unreasonable to expect the residents of new housing to fund those costs within, say, the 10 years following the completion of the Development; proportionate contributions would be justified from the Development towards;

    a) a site for a new 30 place early years education provision; and,
    
    b) early years education building costs.

4.2.7 With reference to the Development: Plan Policies and Policy CS1 of the Non-Statutory Wealden Local Plan and having regard to Regulation 122, the Planning Obligations secure:

    - An option agreement for the transfer of a site for a new 30 places early years education provision.
    - A contribution towards early years education building costs which is fairly and reasonably related to the Development by means of the formula set out in sub-paragraph 5.2.1 of this statement.

4.2.8 To maximise convenience for families with children aged 4 to 11 year old children as well as 3 & 4 year olds, to fit with the wider “Extended Schools” agenda and with a view to reducing car use, the Planning Obligations also provide for the new early years education provision to be located alongside the new primary school planned by the Non-Statutory Wealden Local Plan.

4.3 Justification for contributions towards increasing primary school capacity

4.3.1 The primary schools (for children aged 4 to 11) serving the Polegate area, Polegate School at Oakleaf Drive, Polegate and Willingdon Primary
School at Rapsons Road, Eastbourne [the Primary Schools], are currently operating at or close to their full capacities, i.e. with only 1% of places available.

4.3.2 Disregarding the other housing developments recently permitted in Polegate [the Other Developments], i.e. the developments north of Dittons Road - permitted by WD/2007/2353 and east of Shepham Lane - permitted by WD/2007/1054, the Primary Schools would be expected to continue operating at or close to their full capacities for the foreseeable future.

4.3.3 Taking account of the Other Developments, the number of children of primary school age living in the Polegate area is forecast to increase to 924. On that basis, the demand for primary school places will exceed the combined permanent built capacity of the Primary Schools, i.e. 420 pupil places at Polegate School plus 420 pupil places at Willingdon Primary School by 84 pupil places.

4.3.4 The Development would generate a further 106 4 to 11 year olds, increasing the forecast number of children of primary school age living in the Polegate area to 1,030 children. On that basis, the demand for primary school places would exceed the 840 pupil places provided in permanent buildings at the Primary Schools by 190 pupil places.

4.3.5 In the interests of efficiency, both educational and financial, most mainstream primary schools are organised in units of 30 pupils per year of age, often referred to as “forms of entry”, for each of the 7 primary school year groups (4 - 5 year olds to 10 - 11 year olds). For that reason, providing exactly 190 additional primary school places would be problematic. It would, therefore, be preferable to provide the additional primary school places required to accommodate the demands generated by the Development as well those generated by the other housing developments recently permitted in Polegate by providing 1 additional form of entry, i.e. 210 pupil places made up of 30 pupil places for each of the 7 primary school year groups.

4.3.6 In keeping with the Development Plan Policies and Policies CS1 & PW1 of the Non-Statutory Wealden Local Plan, therefore, proportionate
contributions would be justified from the Development towards;

a) a site for a new 1 form entry primary school (with capacity for 210 pupils aged 4 to 11 years – 30 pupils places for each of the 7 primary school year groups); and,

b) primary school building costs.

4.3.7 Since approximately half of the needs for a new primary school arise from the Other Developments and with regard to Regulation 122, the Planning Obligations secure:

- an option agreement [the Primary School Site Option Agreement] for the transfer of a site for a new primary school [the Primary School Site] which provides for the transfer consideration to reflect; a) the value of the land for its intended use; and, b) the proportion of needs for a new primary school arising otherwise than from the Development by means of the formula set out in sub-paragraph 5.3.1 of this statement.

- Planning Obligations to provide funding to build a new primary school which are fairly and reasonably related to the Development by means of the formula set out in sub-paragraph 5.3.2 of this statement.

4.4 Justification for a contribution towards increasing secondary school capacity

4.4.1 The secondary schools (for young people aged 11 to 16) serving the Polegate area, Willingdon Community School at Broad Road, Eastbourne and Eastbourne Academy at Brodrick Road, Eastbourne, formerly Eastbourne Technology College [the Secondary Schools], have 1,660 pupil places in permanent buildings. While 1,702 pupils were enrolled at the two schools for the 2009/10 academic year, 240 additional teaching spaces are provided in temporary buildings at the schools.

4.4.2 Disregarding recent planning permissions for housing development, the number of young people of secondary school age living in the area served by the Secondary Schools is forecast to decline to 1,520 by the 2014/15 academic year, which would then allow the removal of all of the teaching spaces provided in temporary buildings at the schools.
4.4.3 Taking account of the other housing developments recently permitted, the number of young people of secondary school age living in the area served by the Secondary Schools is forecast to increase to 1,595 by the 2014/15 academic year. On that basis, the demand for secondary school places will be within the permanent built capacity of the Secondary

4.4.4 However, the Development would increase the number of young people of secondary school age living in the area served by the Secondary Schools to more than the permanent built capacity of the Secondary Schools by 9 pupils.

4.4.5 In keeping with the Development Plan Policies and Policies CS1 & PW1 of the Non-Statutory Wealden local Plan, therefore, a proportionate contribution from the Development towards the costs of providing 9 additional secondary school places in permanent buildings would be justified.

4.4.6 With regard to Regulation 122, therefore, the Planning Obligations secure a contribution towards secondary school building costs which is fairly and reasonably related to the Development by means of the formula set out in sub-paragraph 5.4.1 of this statement.

4.5 Justification for a contribution towards increasing library capacity

4.5.1 Context:

i) Polegate Library, at Windsor Way, Polegate (the Library), serves the residents of Berwick and Chalvington with Ripe as well as Polegate itself.

ii) Although Windsor Way is a residential area:

   a) the public footpath adjoining the Library provides easy access from the town centre, off Hailsham Road at its junction with High Street;

   b) the Library is separated from Polegate Community Hall, which accommodates the Playgroup, by the above footpath; and,

   Polegate School, at Oakleaf Drive, is very close to the Library.

iii) The Library provides a full range of services and activities which are well used by local people.
iv) The floor area of the Library is 300 sq metres, comprising 258 sq metres public area and a staff area of 42 sq metres.

v) As at 2010, the estimated population of the area served by the Library was 10,074, including Berwick (259), Chalvington with Ripe (1,096) and Polegate (8,719)².

vi) Comparing the estimated population of the area with the County Council's standard for library provision, i.e. 32 sq metres of floorspace per 1,000 of population served with the estimated population, it is clear that:

   a) 322 sq metres of library floorspace (10,074 population x 32 sq metres per 1,000 population) would be required to meet the standard; and,

   b) the Library falls is only marginally below the standard, i.e. by 7% or so.

vii) It is not unreasonable to conclude that, to a large extent, the Library is able to provide a range of services and activities which are well used by local people because its floor area is close to the Council's standard.

4.5.2 The effect of the Development:

i) The Development would generate significant additional demands for the range of services and activities currently delivered through the Library.

ii) However, those demands could not be met through the Library, as it exists, without noticeably worsening service standards. Shortage of space might, for example, lead to events and activities currently accommodated at the Library, such as reading schemes or group visits from Polegate School, being limited or discontinued.

4.5.3 Mitigating the effect of the Development:

i) The Library is set in its own grounds and is owned by the County Council.

ii) Subject to the grant of planning permission, therefore, the Library could be enlarged to provide the additional floorspace required to meet the County Council's standard for library provision in relation to the population of the area, including the residents of the other housing developments.

² Source - East Sussex in Figures (ESiF)
http://www.eastsussexinfigures.org.uk/webview/welcome.html
recently permitted in Polegate and the residents of the Development.

iii) Enlarging the Library would enable the County Council to meet the additional demands for library services and activities arising from the Development without adversely affecting service standards.

4.5.4 A proportionate contribution from the Development towards the costs of providing additional library floorspace would, therefore, be:

a) justified; and,

b) in keeping with the Development Plan Policies and Policies CS1 & PW1 of the Non-Statutory Wealden local Plan.

4.5.5 With regard to Regulation 122, therefore, the Planning Obligations secure a contribution towards library building costs which is fairly and reasonably related to the Development by means of the formula set out in sub-paragraph 5.5.1 of this statement.

4.6 Justification for a contribution towards increasing household waste and recycling capacity

4.6.1 The County Council's household waste and recycling facilities for the Polegate area are provided at Roselands in St Philips Avenue, Eastbourne

4.6.2 Since Roselands is situated in a predominantly residential area, the County Council is working with the Borough Council to relocate its waste and recycling facilities to a more suitable site. However, as yet, it has not been able to identify an appropriate replacement.

4.6.3 In the meantime, although Roselands' throughput was recently increased by improving the internal layout and providing additional containers for recycling and residual waste, the site is currently operating at its full capacity. For the time being, the main obstacle to further increasing Roselands' capacity is the high numbers of vehicles / lengths of time expended queuing to enter the site at busy times.

4.6.4 On-site options to reduce queues are currently being appraised and, subject to the availability of funding, and the grant of appropriate consent(s) the preferred option will be implemented.
4.6.5 With reference to the Development Plan Policies and Policies CS1 & PW1 of the Non-Statutory Wealden Local Plan, therefore, a proportionate contribution would be justified from the Development towards the costs of providing additional household waste and recycling services capacity by reducing queues at the entrance to Roselands.

4.6.6 With regard to the criteria identified by Regulation 122 the Planning Obligations secure a contribution towards on-site improvements providing additional household waste and recycling services capacity which is fairly and reasonably related to the Development by means of the formula set out in sub-paragraph 5.6.1 of this statement.

4.7 Justification for a contribution towards improving rights of way in the Polegate area

4.7.1 The Development would generate significant demands for recreational activities.

4.7.2 Since the Development would provide easy access for its residents to the extensive network rights of way in the Polegate area, without an appropriate programme of capital works, significant additional use of those rights of way would be likely to result in their more vulnerable structural components, such as stiles, gateways and bridges, being damaged.

4.7.2 Public Bridleway Polegate 1 / Longman 18 / Arlington 40 [ Polegate 1 ] (Highlighted green on Map No. ROW-001 at Annex 2 of this statement), which is part of Route 2 of the National Cycle Network, would be particularly accessible from the Development via the northern arm off Proposed Pedestrian / Cycle Route E, see Annex 3 - Figure 19B. The Development would result in Polegate 1 being damaged if its more vulnerable structural components are not improved.

4.7.4 Furthermore, since Polegate 1 links the local rights of way marked on Map No. ROW-001, they would also be likely to be damaged by increased use arising from the Development if their more vulnerable structural components are not improved. 3

3 The easterly arm of Polegate 1 also links to the Cuckoo Trail which is part of Route 21 of the National Cycle Network and provides access to the wider network of rights of way to the north of Polegate. However, because the Cuckoo Trail was formerly part of the Polegate to Eridge
4.7.5 With reference to the Development Plan Policies, and bearing in mind an increase in the public sector funding stream for structural improvements to rights of way would, in all probability, lag well behind the Development, a proportionate contribution would be justified from the Proposed Development towards the costs of structural improvements to rights of way in the Polegate area.

4.7.6 With regard to the criteria identified by Regulation 122 the Planning Obligations secure a contribution towards rights of way improvements which is fairly and reasonably related to the Development by means of the formula set out in paragraph 5.7.1 of this statement.

5. **Criterion c) of Regulation 122**

5.1 **Generally**

5.1.1 Since the mix of housing the Development will provide is a reserved matter, rather than attempting to identify fixed contributions towards the County Council services other than highways and transport based on assumptions, the Planning Obligations:

a) Ensure contributions are proportionate to the mix of housing actually comprised in the Development by means of the formulae set out in sub-paragraphs 5.2 to 5.7 of this statement.

b) Provide that the financial contributions shall be increased by reference to appropriate indices.

5.2 **The contributions towards increasing early years education capacity**

5.2.1 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution towards early years education capacity building costs to be calculated as follows:

\[
\text{Number of houses } \times 0.1 \text{ child per house } \times \£11,487 \text{ per pupil place, i.e. } \£1,149 \text{ per house } @ = \£X
\]

plus

\[
\text{Number of flats with 2 or more bedrooms } \times 0.015 \text{ child per flat } \times \£11,487 \text{ per pupil}
\]

Railway line and is owned by the County Council and Wealden District Council, its status is cycleway/pathway rather than public right of way.

http://esccwebsite/leisureandtourism/countryside/walks/cuckootrail
place, i.e. £172 per flat with 2 or more bedrooms \( \varnothing = \)
\[ \text{£Y} \]
plus
Number of 1 bed flats \( \times \) Nil children per 1 bedroom flat \( \varnothing = \)
\[ \text{Nil} \]
Sub-total = \( \text{£X} + \text{£Y} \)
less
30\% to negate the rounding up of the child products in the SPG - from 0.07 to 0.1 child per house and from 0.0105 to 0.015 per flat with 2 or more bedrooms
Total = \( (\text{£X} + \text{£Y}) \times 0.7 \)

1. The development contribution costs for houses and flats towards early years education provision w.e.f. April 2010, as approved by the County Council’s Lead Member for Transport and Environment on 22 March 2010
http://esccwebsite/yourcouncil/about/committees/meetingpapers/cabinettransport/default.htm

5.3 The contributions towards increasing primary school capacity

5.3.1 As set out in sub-paragraph 4.3.8, the Option provided by the Development should provide for the primary school site [the Primary Site] to be transferred in consideration of the proportion of its value equivalent to the proportion of needs for a new primary school arising otherwise than from the Development by reference to the following formula:

\[
A \times (B - C) \]
\[
B
\]

Where:
A = the value of the Primary Site as agreed or determined in accordance with the Option
B = the number of pupil places to be accommodated by the Primary Site, i.e. 210
C = the number of children of primary school age expected to be generated by the Proposed Development calculated, i.e.
the number of houses \( \times \) 0.25 child per house\( \varnothing = \)
\[ \text{Ch} \]
plus
the number of flats with 2 or more bedrooms \( \times \) 0.0375 child per flat with 2 or more bedrooms \( \varnothing = \)
\[ \text{Cr} \]
plus
the number of flats with 1 bedroom \( \times \) Nil children per 1 bedroom flat \( \varnothing = \)
\[ \text{Nil} \]
5.3.2 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution towards primary school building costs to be calculated as follows:

Number of houses × 0.25 child per house × £11,487 per pupil place, i.e. £2,872 per house = £X

plus

Number of flats with 2 or more bedrooms × 0.0375 child per flat × £11,487 per pupil place, i.e. £431 per flat with 2 or more bedrooms = £Y

plus

Number of 1 bed flats × Nil children per 1 bedroom flat = Nil

Total = £(X + Y)

These development contribution costs towards primary school provision w.e.f April 2010, as approved by the County Council's Lead Member for Transport and Environment on 22 March 2010

http://esccwebsite/yourcouncil/about/committees/meetingpapers/cabinettransport/default.htm

5.4 The contribution towards increasing secondary school capacity

5.4.1 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution from the Development towards secondary school building costs to be calculated as follows:

Number of houses × 0.175 child per house × £17,309 per pupil place, i.e. £3,029 per house = £X

plus

Number of flats with 2 or more bedrooms × 0.02625 child per flat × £17,309 per pupil place, i.e. £454 per flat with 2 or more bedrooms = £Y

plus

Number of 1 bed flats × 0 children per 1 bedroom flat, i.e. Nil per flat = Nil

Sub-total = £X + £Y

less (to take account of available secondary school places)
65 pupil places @ £17,309 per pupil places
\[ \text{Total} = \mathbf{\£1,125,085} \]

5.5 The contribution towards increasing library capacity

5.5.1 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution towards library building costs to be calculated as follows:

Number of dwellings x £223 per dwelling \( \odot \) = \( \mathbf{\£X} \)

5.6 The contribution towards increasing household waste and recycling capacity

5.6.1 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution towards the cost of on-site improvements to increase household waste and recycling capacity to be calculated as follows:

Number of dwellings x £22 per dwelling \( \odot \) = \( \mathbf{\£X} \)

5.7 The contribution towards improving rights of way

5.7.1 Based on the methodology set out in the SPG, the Planning Obligations provide for the financial contribution from the Development towards the cost of improving rights of way to be calculated as follows:

Number of dwellings x £21 per dwelling \( \odot \) = \( \mathbf{\£X} \)
6. Conclusions

6.1 All of the contributions described in paragraph 4 of this statement would be; a) necessary to make the Development acceptable in planning terms; b) directly related to the Development and, c) fairly and reasonably related in scale and kind to the Development.

6.2 With reference to Regulation 122 and paragraph 5 of this statement, therefore, the Planning Obligations may constitute reasons for granting the Planning Permission.
ANNEX 1

The County Council's officer responses to the consultations on the Proposed Development
Dear Mr Williams,

Development contributions towards County Council service infrastructure
Land Honey Farm, Eastbourne Road, Polegate
Planning Application WD/08/2180 – for development including 520 dwellings

With regard to the appeal against refusal of planning application WD/2008/2180, I am writing to update and clarify the requirements for contributions from the Proposed Development towards providing additional County Council service infrastructure other than highways and transport set out in my 19 November 2008 letter (copy enclosed).

Having regard to; a) the relevant planning policies in the adopted Wealden Local Plan 1998 (the Local Plan); b) the Non-Statutory Wealden Local Plan 2005 (the Non-Statutory Plan) approved by Wealden District Council as an interim guide for development control; c) the County Council's adopted Supplementary Planning Guidance, "A New Approach to Development Contributions", (the SPG); and, d) the Community Infrastructure Levy Regulations 2010, my advice is as follows:

SUMMARY

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>CONTRIBUTIONS (ESTIMATED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>A. Early years education</td>
</tr>
<tr>
<td></td>
<td>building costs</td>
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<tr>
<td></td>
<td>land for a new facility</td>
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</tbody>
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SUMMARY continues overleaf

Cont/...
**Summary continued**

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>CONTRIBUTIONS (ESTIMATED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Primary school</td>
<td>£1,217,200</td>
</tr>
<tr>
<td>· building costs</td>
<td></td>
</tr>
<tr>
<td>· land for a new school</td>
<td>An option agreement for the transfer of a suitable site within the Proposed Development</td>
</tr>
<tr>
<td>C. Secondary school</td>
<td>£158,600</td>
</tr>
<tr>
<td>· building costs</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>£116,000</td>
</tr>
<tr>
<td>Waste &amp; recycling</td>
<td>£11,400</td>
</tr>
<tr>
<td>Rights of way</td>
<td>£10,900</td>
</tr>
</tbody>
</table>

The Proposed Development should therefore provide financial contributions amounting to £1,854,900 and option agreements for the transfer of sites for a new early years education facility and a new primary school.

**DETAILS**

1. **Education Infrastructure**

1.1 Early education provision

The Director of Children’s Services advises that the existing early years education facilities and primary schools serving the Polegate and Willingdon area are not capable of accommodating the demands the Proposed Development would generate in addition to demands currently arising from existing housing in the area and those set to arise from the housing developments recently permitted:

- To the north of Dittons Road, Polegate [planning permission WD/2007/2353 – July 2008]; and,
- To the east of Shepham Lane [planning permission WD/2007/1054 – May 2009].

1.2 Early years education provision

Additional early years education capacity would be needed to accommodate the additional 3 and 4 year old children that would arise from the proposed homes.

The Non-Statutory Plan allocation (Policy PW1), does not mention the need to provide a new early years education facility. Nonetheless, the Director of Children’s Services considers it would be appropriate and practicable to accommodate the additional demands for early years education entitlement that would be generated by the Proposed Development and other new housing in the area by providing a new facility alongside a new primary school within the proposed development.

Contributions towards early years education provision:

With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should bear the full cost of education facilities needed to support it by making a proportionate contribution towards the all of the costs of providing a new facility, i.e. the site as well as building costs, the latter to be guided by up-to-date local examples and DCSF standards at the time the details of the contribution are agreed.

Cont/...
a) The site

A planning obligation to enter into an option agreement will be necessary to ensure a site that is capable of accommodating the new early years facility is provided within the Proposed Development.

The option agreement must be registered against a suitable site, preferably adjoining the site for the new primary school, and assure it will be made available for transfer to the County Council at an early stage of the Proposed Development complete with unrestricted access, service connections and any other necessary easements at a nominal consideration.

As a broad guide, at least 0.2 ha of land will be required to accommodate a new facility. However, the area of land required to accommodate the necessary early years education facility will depend on the shape of the site, its topography and other relevant factors.

Notes:
- To assure a suitable site will be made available for the new early years facility, the planning obligation must set arrangements to identify a suitable site and assure the Proposed Development cannot commence until the option agreement has been completed and registered.

b) Financial contribution towards building costs:

While the financial contribution will be guided by up-to-date building costs and DCSF standards at the time it is agreed, for the time being, the amount of the contribution required may be estimated as follows:

\[
\begin{align*}
&416 \text{ No. houses} \times £1,149 \text{ per house} = £477,984 \\
&\text{plus} \\
&52 \text{ No. 2 bed flats} \times £172 \text{ per flat} = £8,944 \\
&\text{plus} \\
&52 \text{ No. 1 bed flats} \times \text{nil} = \text{nil} \\
&\text{Sub-total} = \text{say,} \quad £486,928 \\
&\text{After adjustment to negate the 30% rounding up in the SPG, i.e.} \quad £486,928 \times 0.7, \text{this amounts to } \text{say,} \quad £340,800
\end{align*}
\]

Note:
- The County Council’s development contributions multipliers for houses and 2 bed flats towards nursery school provision other than in the form of new facilities as at 2010-11 (updated wef April 2010).

1.3 Primary School Provision

Taking account of recent planning permissions for housing development, the Director of Children’s Services advises that the primary schools serving the Polegate area, Polegate School and Willingdon Primary School, would not have sufficient permanent built capacity available to accommodate the additional children that would arise from the Proposed Development.

In accordance with allocation the Non-Statutory Plan allocation (Policy PW1), the Director of Children’s Services considers it would be appropriate and practicable to provide a new primary school within the Proposed Development.

Cont/.....
Contributions towards providing a new primary school:
With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should bear the full cost of education facilities needed to support it by making a proportionate contribution towards the all of the costs of providing a new primary school including land provision and building costs; the latter to be guided by up-to-date local examples and DCSF standards at the time the details of the contribution are agreed.

a) The site
A planning obligation to enter into an option agreement will be necessary to ensure a site that is capable of accommodating the new primary is provided within the Proposed Development.

The option agreement must be registered against a suitable site @, preferably adjoining the site for the new primary school, and assure it will be made available for transfer to the County Council at an early stage of the Proposed Development complete with unrestricted access, service connections and any other necessary easements at a nominal consideration.

As a broad guide, at least 1.2 ha of land will be required to accommodate a 1 Form Entry primary school for pupils aged 4 to 11 years old, i.e. 210 places [30 pupils per year of age x 7 years of age (Year Groups R to 6 inclusive)]. However, the area of land required to accommodate the new primary school will depend on the shape of the site, its topography and other relevant factors.

Note:
@ To assure a suitable site will be made available for the new primary school, the planning obligation must set arrangements to identify a suitable site and assure the Proposed Development cannot commence until the option agreement has been completed and registered.

b) Financial contribution towards building costs:
While the financial contribution will be guided by up-to-date building costs and DCSF standards at the time it is agreed, for the time being, the amount of the contribution required may be estimated as follows:

416 No. houses x £2,872 per house = £1,194,752
plus
52 No. 2 bed flats x £431 per flat = £22,412
plus
52 No. 1 bed flats x nil = nil

Therefore, total = say, £1,217,200

Note:
@ The County Council's development contributions multipliers for houses and 2 bed flats towards primary school provision as at April 2010.

1.4 Secondary School Provision
Taking account of recent planning permissions for housing development, the Director of Children's Services advises that the primary schools serving the Polegate area, Willingdon Community School and Eastbourne Technology College (The Eastbourne Academy), would have sufficient permanent built capacity available to accommodate some, but not all, of the additional children that would arise from the Proposed Development.

Cont/…

2 10 August 2010 Primary and secondary education development contributions assessment form (amended 10 November 2010) – enclosed
Contribution towards providing additional secondary school capacity:
With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should bear the full cost of education facilities needed to support it by making a proportionate contribution towards the all of the costs of building additional secondary school capacity.

While the financial contribution will be guided by up-to-date building costs and DCSF standards at the time it is agreed, for the time being, the amount of the contribution required may be estimated as follows:

- 416 No. houses x £3,029 per house = £1,260,064
- 52 No. 2 bed flats x £454 per unit = £23,608
- 52 No. 1 bed flats x nil = nil

Therefore, total = say, £1,283,672

Less allowance for the available secondary school places, i.e. £17,309 per pupil place x 65 places = £1,125,085 = say, £158,600

Note:
- CD The County Council’s development contributions multipliers for houses towards the costs of additional secondary school provision as at 2010/11 (updated wef April 2010).
- @ To take account of the school places already provided.

2. Library Infrastructure

The Assistant Director of Libraries and Culture advises that Polegate Library, as it exists, would not be able to accommodate the additional demands for library and information services that would arise from the Proposed Development.

Contribution towards providing additional library capacity:
With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should contribute towards the costs of providing the additional library capacity required to meet the extra demands it would generate.

For the time being, the contribution that would be required from the Proposed Development towards providing additional library capacity may be estimated as follows:

- 520 dwellings x £223 per dwelling = say, £116,000

Note:
- CD The County Council’s library infrastructure development contributions multiplier per dwelling as at 2010-11 (updated wef April 2010).

3. Household Waste Infrastructure

Waste Services colleagues advise that the Proposed Development would be within the area served by the Eastbourne Household Waste Recycling Site at Roselands, St Philips Avenue, Eastbourne (the Site) and that the Site would not be able to accommodate the additional waste that would be generated by the Proposed Development because it is operating at its full capacity.

Cont/.....
Contribution towards providing additional waste and recycling capacity:

With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should contribute towards the costs of providing the additional waste and recycling capacity required to meet the extra demands it would generate.

For the time being, the contribution that would be required from the Proposed Development towards providing additional waste and recycling capacity may be estimated as follows:

Financial Contribution

The financial contribution that would be required from the proposed development may be estimated as follows:

\[
520 \text{ No. dwellings} \times £22 \text{ per dwelling}\@ = \text{say, } £11,400
\]

Note:
\@ The County Council's development contributions cost multiplier per dwelling for on-site measures to increase the capacity of existing household waste and recycling sites as at 2010/11 (updated wef April 2010)

4. Rights of Way

Rights of Way Team colleagues advise the Proposed Development would give rise to additional pressure of use on the local rights of way and that it should contribute finance towards the costs of improving the rights of network in the Polegate area to accommodate increased use.

Contribution towards rights of way provision:

With reference to the relevant planning policies including the SPG, I am able to confirm that the Proposed Development should contribute towards the costs of improving rights of way in the Polegate area.

For the time being, the contribution that would be required from the Proposed Development towards rights of way improvements may be estimated as follows:

\[
520 \text{ dwellings} \times £21 \text{ per dwelling}\@ = £10,900
\]

Note:
\@ The County Council's development contributions multiplier per dwelling for rights of way improvement 2010/11 (updated wef April 2010)

5. Other County Council Infrastructure

I am also able to confirm that contributions would not be sought from the Proposed Development towards the provision of youth services, social services, environment and economic development infrastructure.

6. The Community Infrastructure Levy Regulations 2010

With reference to the statutory tests introduced by Regulation 122, the information set out above is intended to establish that planning obligations for all

(a) necessary in terms of published planning policies, particularly the relevant Development Plan policies;

Cont/.....
(b) directly related to the proposed development in functional and/or geographical terms; and,

(c) fairly and reasonably related to the proposed development in terms of the guidance set out in Circular 05/05 and the SPG.

Should you require further supporting information for or clarification of the contributions sought towards the provision of County services infrastructure, other than highways and transport, please telephone me.

7. Deed of Planning Obligations

Since a deed of planning obligations must be executed before the grant of planning permission for the Proposed Development to secure the necessary financial contributions, the Proposed Development should reimburse the County Council's reasonable costs incurred in preparing the deed.

The deed should ensure for the agreed financial contributions are provided either upon commencement of implementation of the planning permission and/or at one or more other appropriate stages of the Proposed Development.

In addition, the deed should include formulae relating the amounts of the contributions to the number(s) and type(s) of dwellings approved by reserved matters approval(s) granted pursuant to the outline planning permission sought.

To reflect changing costs, the deed should include arrangements for review of the financial contributions by reference to the date the payment becomes due and, to cover the possibility payments might be delayed, the deed should also provide for payment of interest on the amounts payable from the date payments become due to the dates payments are actually made. These provisions are essential to maintain the link between the value of the agreed contributions and the costs of providing the infrastructure.

Yours sincerely,

Alan Cowling
Development Contributions Co-Ordinator
### PRIMARY AND SECONDARY EDUCATION DEVELOPMENT CONTRIBUTIONS ASSESSMENT FORM

**Date of assessment**: 10th Aug 2010 (Amended 09.11.10)  
**Assessors**: Robert Frew  
**Development Name/Address**: Honey Farm (Land West of A22), Polegate  
**District**: Wealden  
**Application Number**: WD/2008/2180

#### Development details

<table>
<thead>
<tr>
<th>New:</th>
<th>Houses</th>
<th>2+bed flats</th>
<th>1 bed flats</th>
<th>Unknown</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houses</td>
<td>416</td>
<td></td>
<td></td>
<td></td>
<td>416</td>
</tr>
<tr>
<td>2+bed flats</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td>52</td>
</tr>
<tr>
<td>1 bed flats</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td>52</td>
</tr>
<tr>
<td>Unknown</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>520</td>
<td></td>
<td></td>
<td></td>
<td>520</td>
</tr>
</tbody>
</table>

#### Dwelling loss:

<table>
<thead>
<tr>
<th>Houses</th>
<th>2+bed flats</th>
<th>1 bed flats</th>
<th>Unknown</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2+bed flats</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 bed flats</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unknown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Net gain:

<table>
<thead>
<tr>
<th>Houses</th>
<th>2+bed flats</th>
<th>1 bed flats</th>
<th>Unknown</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2+bed flats</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 bed flats</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unknown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Pupil product:

<table>
<thead>
<tr>
<th>Primary</th>
<th>Sec Yr7-11</th>
<th>6th form</th>
</tr>
</thead>
<tbody>
<tr>
<td>105.95</td>
<td>74.17</td>
<td>12.71</td>
</tr>
</tbody>
</table>

#### Pupil product rounded:

<table>
<thead>
<tr>
<th>Primary</th>
<th>Sec Yr7-11</th>
<th>6th form</th>
</tr>
</thead>
<tbody>
<tr>
<td>106</td>
<td>74</td>
<td>13</td>
</tr>
</tbody>
</table>

#### Decision

**Seek primary contributions?**
- Yes [✓]  
- No [ ]  

**Basis of decision**
The development would exacerbate a shortage of permanent places in the relevant primary schools.

**Seek secondary contributions?**
- Yr7-11 [✓]  
- No [ ]  

**Basis of decision**
The development would create a shortage of permanent places (Yrs 7-11) in the relevant secondary school. However, there are forecast to be 65 existing places available for the 74 (Yr 7-11) pupils arising from this development. The relevant secondary schools do not have a sixth form.

**Forecast used for assessment**: 10.08.10 Pupil Forecasts January 2010

**Other comments**
This updates the earlier assessment undertaken on 7th November 2008. The original Aug 2010 update has been amended to remove WD/96/1311 (Pevensey/Lynholm Rd) from the list of previous applications as WDC confirm this has lapsed and WDC do not regard WD/09/0759 as a continuation. The Eastbourne Academy is now included as a relevant secondary school, following a change in Admissions Community Areas. An option agreement for the transfer of a suitable site within the proposed development for a new primary school is also required.
### Assessment of contributions towards primary school provision

#### Relevant primary schools for assessment

<table>
<thead>
<tr>
<th>School</th>
<th>Capacity</th>
<th>NOR 2009/10</th>
<th>NOR 2014/15</th>
<th>Surplus/Deficit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polegate School</td>
<td>420</td>
<td>362</td>
<td>406</td>
<td>12</td>
</tr>
<tr>
<td>Willingdon Primary School</td>
<td>420</td>
<td>446</td>
<td>421</td>
<td>-1</td>
</tr>
<tr>
<td>Total</td>
<td>840</td>
<td>830</td>
<td>829</td>
<td>11</td>
</tr>
</tbody>
</table>

Note: NOR for 2014/15 is natural change forecast without pupil product from housing added. Surplus/deficit is raw figure.

#### Other developments in relevant area

<table>
<thead>
<tr>
<th>Site name &amp; Application Number</th>
<th>District</th>
<th>Parish/Ward</th>
<th>New Housing</th>
<th>Relevant portion %</th>
<th>Adjusted new hsg.</th>
<th>Houses</th>
<th>2 bed flats</th>
<th>1 bed flats</th>
<th>Pupil product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitments on small sites &lt;15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small sites</td>
<td>Wealden</td>
<td>Long Man</td>
<td>0</td>
<td>50</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Small sites</td>
<td>Wealden</td>
<td>Polegate</td>
<td>4</td>
<td>100</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Small sites</td>
<td>Wealden</td>
<td>Willingdon &amp; Jevington</td>
<td>2</td>
<td>100</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Previous applications on large sites 15+</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WD/07/1054 East of Shepham Lane</td>
<td>Wealden</td>
<td>Polegate</td>
<td>260</td>
<td>100</td>
<td>260</td>
<td>193</td>
<td>58</td>
<td>9</td>
<td>50</td>
</tr>
<tr>
<td>WD/07/2353 North of Dittons Road</td>
<td>Wealden</td>
<td>Polegate</td>
<td>198</td>
<td>100</td>
<td>198</td>
<td>168</td>
<td>30</td>
<td>0</td>
<td>43</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>464</td>
<td>464</td>
<td>366</td>
<td>89</td>
<td>9</td>
<td>9</td>
<td>95</td>
</tr>
</tbody>
</table>
Primary development contributions calculation

Primary schools included in the assessment: Polegate School, Willingdon Primary School

Is there a projected deficit of permanent places within the relevant primary schools?

<table>
<thead>
<tr>
<th></th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Capacity for relevant primary schools</td>
<td>840</td>
</tr>
<tr>
<td>Less Teaching Spaces in Temporary Accommodation</td>
<td>0</td>
</tr>
<tr>
<td>Revised Capacity (permanent places only)</td>
<td>840</td>
</tr>
</tbody>
</table>

NOR 2014/15 - natural change forecast

<table>
<thead>
<tr>
<th></th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pupil product from new housing - other developments (small sites + existing applications on large sites)</td>
<td>829</td>
</tr>
<tr>
<td>NOR 2014/15 - Forecast including pupil product from other developments</td>
<td>924</td>
</tr>
</tbody>
</table>

Predicted surplus/deficit before this development taken into account: -84

Pupil product from this development: 108

Revised NOR 2014/15 - including pupil product from other developments and this development: 1030

Predicted surplus/deficit of permanent places 2014/15 (= Revised Capacity - Revised NOR 2014/15): -190
Assessment of contributions towards secondary school provision

<table>
<thead>
<tr>
<th>Relevant secondary schools for assessment</th>
<th>Net Capacity</th>
<th>NOR 2009/10</th>
<th>NOR 2014/15</th>
<th>Surplus/Deficit</th>
<th>If 6th form? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willingdon Community School</td>
<td>1000</td>
<td>970</td>
<td>981</td>
<td>19</td>
<td>N</td>
</tr>
<tr>
<td>The Eastbourne Academy</td>
<td>900</td>
<td>732</td>
<td>539</td>
<td>361</td>
<td>N</td>
</tr>
<tr>
<td>Total</td>
<td>1900</td>
<td>1702</td>
<td>1520</td>
<td>380</td>
<td></td>
</tr>
</tbody>
</table>

Note: NOR for 2014/15 is natural change forecast without pupil product from housing added. Surplus/deficit is raw figure.

Other developments in relevant area

<table>
<thead>
<tr>
<th>Site name &amp; Application Number</th>
<th>District</th>
<th>Parish/Ward</th>
<th>New Housing</th>
<th>Relevant portion %</th>
<th>Adjusted new hsg.</th>
<th>Houses</th>
<th>2 bed flats</th>
<th>1 bed flats</th>
<th>Pupil product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitments on small sites &lt;15:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small sites Wealden Long Man</td>
<td>Wealden</td>
<td>Long Man</td>
<td>0</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Wealden Pevensey</td>
<td>Wealden</td>
<td>Pevensey</td>
<td>2</td>
<td>25</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Wealden Polegate</td>
<td>Wealden</td>
<td>Polegate</td>
<td>4</td>
<td>100</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Small sites Wealden Westham</td>
<td>Wealden</td>
<td>Westham</td>
<td>3</td>
<td>100</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Wealden Willingdon &amp; Jevington</td>
<td>Wealden</td>
<td>Willingdon &amp; Jevington</td>
<td>2</td>
<td>100</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Eastbourne Hampden Park</td>
<td>Eastbourne</td>
<td>Hampden Park</td>
<td>15</td>
<td>95</td>
<td>14</td>
<td>7</td>
<td>7</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Eastbourne Langney</td>
<td>Eastbourne</td>
<td>Langney</td>
<td>4</td>
<td>24</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Eastbourne Ratton</td>
<td>Eastbourne</td>
<td>Ratton</td>
<td>12</td>
<td>47</td>
<td>6</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Small sites Eastbourne Upperton</td>
<td>Eastbourne</td>
<td>Upperton</td>
<td>80</td>
<td>24</td>
<td>19</td>
<td>9</td>
<td>10</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Previous applications on large sites 15+</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EB/06/0104 Park College, Kings Drive</td>
<td>Eastbourne</td>
<td>Ratton</td>
<td>84</td>
<td>47</td>
<td>39</td>
<td>0</td>
<td>39</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>EB/07/0051 Pembroke Hse</td>
<td>Eastbourne</td>
<td>Upperton</td>
<td>18</td>
<td>24</td>
<td>4</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>WD/07/1054 East of Shepham Lane</td>
<td>Wealden</td>
<td>Polegate</td>
<td>260</td>
<td>100</td>
<td>260</td>
<td>193</td>
<td>58</td>
<td>9</td>
<td>35</td>
</tr>
<tr>
<td>WD/07/2353 North of Dittons Road</td>
<td>Wealden</td>
<td>Polegate</td>
<td>198</td>
<td>100</td>
<td>198</td>
<td>168</td>
<td>30</td>
<td>0</td>
<td>30</td>
</tr>
<tr>
<td>EB/08/0009 Bedfordwell Depot</td>
<td>Eastbourne</td>
<td>Upperton</td>
<td>154</td>
<td>24</td>
<td>37</td>
<td>12</td>
<td>15</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>836</td>
<td>586</td>
<td>401</td>
<td>168</td>
<td>19</td>
<td>75</td>
<td>13</td>
</tr>
</tbody>
</table>
### Secondary development contributions calculation

#### Secondary schools included in the assessment

<table>
<thead>
<tr>
<th>School Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willingdon Community School</td>
</tr>
<tr>
<td>The Eastbourne Academy</td>
</tr>
</tbody>
</table>

#### Is there a projected deficit of permanent places within the relevant secondary schools?

<table>
<thead>
<tr>
<th></th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Capacity for relevant secondary schools</td>
<td>1900</td>
</tr>
<tr>
<td>Less Teaching Spaces in Temporary Accommodation</td>
<td>240</td>
</tr>
<tr>
<td>Revised Capacity (permanent places only)</td>
<td>1660</td>
</tr>
<tr>
<td><strong>NOR 2014/15 - natural change forecast</strong></td>
<td></td>
</tr>
<tr>
<td>Yr7-11</td>
<td>75</td>
</tr>
<tr>
<td>6th form (enter number. if applicable)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>75</td>
</tr>
<tr>
<td><strong>NOR 2014/15 - Forecast including pupil product from other developments</strong></td>
<td></td>
</tr>
<tr>
<td>Yr7-11</td>
<td>74</td>
</tr>
<tr>
<td>6th form (enter number. if applicable)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>74</td>
</tr>
<tr>
<td><strong>Predicted surplus/deficit before this development taken into account</strong></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>65</td>
</tr>
<tr>
<td><strong>Revised NOR 2014/15 - including pupil product from other developments and this development</strong></td>
<td></td>
</tr>
<tr>
<td>Yr7-11</td>
<td>74</td>
</tr>
<tr>
<td>6th form (enter number. if applicable)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>74</td>
</tr>
<tr>
<td><strong>Predicted surplus/deficit of permanent places 2014/15 ( = Revised Capacity - Revised NOR 2014/15)</strong></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>-9</td>
</tr>
</tbody>
</table>
Dear Mr Williams,

Development contributions towards County Council service infrastructure
Land Honey Farm, Eastbourne Road, Polegate
Planning Application WD/08/2180 -- for development including 520 dwellings

Without prejudice to any strategic planning representations of the County Council, I am writing to advise you as to the requirements for contributions from the proposed development towards the provision of additional County Council infrastructure other than highways and transport.

Having regard to the County Council's adopted Supplementary Planning Guidance, "A New Approach to Development Contributions" (the SPG), the adopted Wealden District Local Plan – December 1998 and the non-statutory Wealden Local Plan (the WLP) approved by Wealden District Council as an interim guide for development control, my advice is as follows:

**SUMMARY**

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>CONTRIBUTIONS (ESTIMATED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td></td>
</tr>
<tr>
<td>A. Early years education</td>
<td>£509,800</td>
</tr>
<tr>
<td>• building costs</td>
<td>An option agreement for the transfer of a suitable site within the proposed development</td>
</tr>
<tr>
<td>• land for a new facility</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY continues overleaf**

Cont/...
## SERVICE

### CONTRIBUTIONS (ESTIMATED)

<table>
<thead>
<tr>
<th>B. Primary school</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>building costs</td>
<td>£1,274,800</td>
</tr>
<tr>
<td>land for a new primary school</td>
<td>An option agreement for the transfer of a suitable site within the proposed development</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Secondary school - building costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>£1,363,400</td>
</tr>
<tr>
<td>Waste &amp; recycling</td>
<td>£140,900</td>
</tr>
<tr>
<td>Rights of way</td>
<td>£13,500</td>
</tr>
<tr>
<td></td>
<td>£13,000</td>
</tr>
</tbody>
</table>

Thus, I estimate the financial contributions required from the proposed development would amount to £3,315,400 plus contributions an option agreement for the transfer of a suitable site to accommodate a new early years education facility and a new primary school within the proposed development.

## DETAILS

### 1. Education Infrastructure

The Director of Children's Services advises that the existing early years education facilities and primary schools serving the locality and Willingdon Community School are not capable of accommodating the additional children that would be generated by the proposed development as well as the additional children set to arise from other new developments in the area:

i) at Pevensey Road / Lynholm Road, Polegate (planning permission WD/1996/1311);

ii) north of Dittons Road, Polegate (planning permission WD/2007/2353); and,

iii) the housing allocation east of Shepham Lane (policy PW2).

#### 1.1 Early years education provision

Additional Early Years Education capacity would be needed to accommodate the extra children that would arise from the proposed homes.

The WLP allocation for housing development and a new primary school west of the A22 at Polegate (policy PW1), does not mention the need to provide a new nursery school facility. Nonetheless, the Director of Children's Services advises it would be appropriate and practicable to meet the needs for Early Years Education that would be generated by the proposed development and other new housing in the area by providing a new facility alongside a new primary school within the proposed development.

Contributions towards early years education provision:

With reference to the SPG, I am able to confirm that the proposed development should bear the full cost of education facilities needed to support it by making a proportionate contribution towards the all of the costs of providing new facility including land provision and building costs; the latter to be guided by up-to-date local examples and DCSF standards at the time the details of the contribution are agreed.

Cont'......
a) Option agreement for the transfer of a suitable site:

The area of the additional land required to enable the primary school site to accommodate the necessary Early Years Education facilities cannot be finally determined at this stage as it would depend on shape, topography and a number of other factors. However, as a broad guide, at least 0.2 ha of land would be required to accommodate a new nursery school facility.

To assure a site will be made available for the new early years facility, the option agreement should detail arrangements for the identification of a suitable site within the proposed development, preferably alongside the site for a new primary school, complete with access, service connections and any other appropriate easements and for its and transfer to the County Council at a nominal consideration.

The nominal transfer consideration should, however, be balanced by undertakings on the part of Wealden District Council to the effect:

i) a proportionate financial contribution will be sought from WLP PW2 allocation for east of Shepham Lane towards the cost of providing the primary school site; and,

ii) the contribution will be passed on the transferee of the primary school site.

Clearly, therefore, the District Council's in principle support would be an essential pre-requisite for this approach. It would also be appropriate to consult landowner(s) and developer(s) interested in the Shepham Lane allocation with regard to the details of the proposed arrangements at their formative stage.

With regard to proportionality, the costs of providing the land required to accommodate a new early years education facility within the policy PW1 allocation, complete with access and service connections, should be apportioned pro rata between the proposed development and housing development planned for the Polegate area to the extent those developments have yet to be granted planning permission, as follows:

<table>
<thead>
<tr>
<th>600 homes at Honey Farm x 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 homes at Honey Farm plus 250 homes planned by the WLP to the east of Shepham Lane, Polegate</td>
</tr>
<tr>
<td>= 600 homes x 100%</td>
</tr>
<tr>
<td>850 homes</td>
</tr>
<tr>
<td>= say, 71%</td>
</tr>
</tbody>
</table>

It follows that the remaining 29% of the land costs for land to accommodate a new facility should be borne by the development of the WLP housing allocation east of Shepham Lane (policy PW2), i.e. (250 homes x 100%) / 850 homes.

b) Financial contribution towards building costs:

While the financial contribution will be guided by up-to-date building costs and DCSF standards at the time it is agreed, for the time being, the amount of the contribution required may be estimated as follows:

416 No. houses x £1,203 per house x 100% = £500,448

plus

52 No. 2 bed flats x £180 per unit x 100% = £9,360

Cont/......
plus
52 No. 1 bed flats x nil =
Therefore, total = say, nil
£509,800

Notes:
(1) The County Council's development contributions multipliers for houses and 2 bed flats towards nursery school provision other than in the form of new facilities as at 2008-09 (updated wef April 2008).

1.2 Primary School Provision
Additional primary school capacity would be needed to accommodate the extra children that would arise from the proposed homes.

With reference to WLP policy PW1, the proposed development should contribute land and finance towards providing a new primary school on site.

Contributions towards a primary school provision:
With reference to the SPG, I am able to confirm that the proposed development should bear the full cost of education facilities needed to support it by making a proportionate contribution towards the all of the costs of providing new facility including land provision and building costs; the latter to be guided by up-to-date local examples and DCSF standards at the time the details of the contribution are agreed.

a) Option agreement for the transfer of a suitable site:
While the area of land required to accommodate a new primary school cannot be finally determined at this stage, because it would depend on shape, topography and a number of other factors. However, with reference to the SPG, at least 1.2 ha of land would be required.

To assure a site will be made available for the new primary school, the option agreement should detail arrangements for the identification of a suitable site within the proposed development, preferably alongside the site for a new early years education facility, complete with access, service connections and any other appropriate easements and for its and transfer to the County Council at a nominal consideration.

The nominal transfer consideration should, however, be balanced by undertakings on the part of Wealden District Council to the effect:

i) a proportionate financial contribution will be sought from WLP PW2 allocation for east of Shepham Lane towards the cost of providing the primary school site; and,

ii) the contribution will be passed on the transferee of the primary school site.

Clearly, therefore; the District Council's in principle support would be an essential pre-requisite for this approach. It would also be appropriate to consult landowner(s) and developer(s) interested in the Shepham Lane allocation with regard to the details of the proposed arrangements at their formative stage.

With regard to proportionality, the costs of providing the land required to accommodate a new primary school within the policy PW1 allocation, complete with access and service connections, should be apportioned pro rata between the proposed development and other housing developments planned for the Cont/.....
Polegate area and yet to be granted planning permission, as follows:

<table>
<thead>
<tr>
<th>Houses at Honey Farm x 100%</th>
<th>600 homes at Honey Farm plus 250 homes planned by the WLP to the east of Shepham Lane, Polegate</th>
</tr>
</thead>
</table>

\[
\begin{align*}
\frac{600 \text{ homes}}{850 \text{ homes}} &= 0.71 \\
&= 71\%
\end{align*}
\]

It follows that the remaining 29% of the land costs for land to accommodate a new school should be borne by the development of the WLP housing allocation east of Shepham Lane (policy PW2), i.e. \((250 \text{ homes} \times 100\%) \div 850 \text{ homes}\).

a) Financial contribution towards building costs:

While the financial contribution will be guided by up-to-date building costs and DCSF standards at the time it is agreed, for the time being, the amount of the contribution required may be estimated as follows:

\[
\begin{align*}
416 \text{ No. houses} \times £3,008 \text{ per house} &= £1,251,328 \\
52 \text{ No. 2 bed flats} \times £451 \text{ per unit} &= £23,452 \\
52 \text{ No. 1 bed flats} \times \text{nil} &= \text{nil}
\end{align*}
\]

Therefore, total = say, £1,274,800

Note:

\(\oplus\) The County Council's development contributions multipliers for houses and 2 bed flats towards primary school provision as at 2008-09 (updated as of April 2008).

1.3 Secondary School Provision

Additional secondary school capacity would be needed to accommodate the extra children that would arise from the proposed homes.

With reference to WLP policy PW1, the proposed development should contribute towards the costs of providing additional secondary school capacity.

Contribution towards secondary school provision:

With reference to the SPG, I am able to confirm that the proposed development should contribute finance towards the costs of providing additional permanent secondary school capacity and the contribution will be guided by up-to-date costs and DCSF standards at the time it is agreed.

For the time being, the contribution that would be required from the proposed development towards the costs of providing the necessary additional secondary school capacity in permanent buildings may be estimated as follows:

\[
\begin{align*}
416 \text{ No. houses} \times £3,217 \text{ per house} &= £1,338,272 \\
52 \text{ No. 2 bed flats} \times £483 \text{ per unit} &= £25,116 \\
52 \text{ No. 1 bed flats} \times \text{nil} &= \text{nil}
\end{align*}
\]

Therefore, total = say, £1,363,400

Cont/…….
2. Library Infrastructure

The Assistant Director of Libraries and Culture advises that Polegate Library, as it exists, would not be able to accommodate the additional demands for library and information services that would arise from the proposed development.

The proposed development should, therefore, contribute towards the costs of providing the additional library capacity required to meet the extra demands it would generate.

Contribution towards additional library provision:
With reference to the SPG, I am able to confirm that the proposed development should contribute finance towards the costs of providing additional library services capacity; either at Polegate or at Hailsham.

For the time being, the contribution that would be required from the proposed development towards provision of the necessary additional library facilities may be estimated as follows:

520 dwellings x £271 per dwelling = say, £140,900

Note: The County Council's library infrastructure development contributions multiplier per dwelling as at 2008-09 (updated wef April 2008).

3. Household Waste Infrastructure

The Proposed Development would be within the area served by the household waste and recycling sites at Eastbourne and Hailsham. However, both of those facilities are operating at their full capacities and would not be able to accommodate the additional waste that would be generated by the proposed development.

In the circumstances, the proposed development should provide a financial contribution towards the costs of increasing household waste and recycling capacity.

Financial Contribution
The financial contribution that would be required from the proposed development may be estimated as follows:

520 No. dwellings x £26 per dwelling = say, £13,500

Note: The County Council's development contributions cost multiplier per dwelling for on site measures to increase the capacity of existing household waste and recycling sites as at 2008/09 (updated wef April 2008).

Cont/......
4. Rights of Way

The proposed development would give rise to additional pressure of use on the local rights of way. It should, therefore, contribute finance towards the costs of improving the rights of network in the Polegate area to accommodate increased use.

Contribution towards rights of way provision:
With reference to the SPG, the contribution that would be required from the proposed development towards rights of way improvements may be estimated as follows:

200 dwellings x £25 per dwelling @ = £13,000

Note:
@@ The County Council's development contributions multiplier per dwelling for rights of way improvement 2008/09 (updated wef April 2008)

5. Other County Council Infrastructure

The consultation response, from the County Council's Transport Development Control team, on the full range of highways and transport infrastructure issues that would arise in relation to the proposed development will arrive with you shortly.

With regard to needs for contributions towards the provision of youth services, social services, environment and economic development infrastructure, I am able to confirm the proposed development falls below the thresholds set by the supplementary planning guidance.

The deed should provide for the payment agreed financial contributions either on commencement or by instalments at appropriate stages of the proposed development. The deed should also programme the provision of agreed infrastructure in relation to implementation of the proposed development.

To reflect changing costs, the deed should include arrangements for review of the financial contributions by reference to the date individual payments become due and, to cover the possibility payments might be delayed, the deed should also provide for payment of interest on the amounts payable from the date payments become due to the dates payments are actually made.

Experience suggests that where the need for indexation of and interest on financial contributions from development towards the costs of providing public service infrastructure is not specifically reported to planning committees, applicants may decline to agree to such provisions being included in the deed itself.

Cont'......
6. **Validity**

This consultation response is valid for the period of eighty four (84) days commencing on the date of this letter.

If the subject planning application has not been determined within eighty four (84) days of the date of this letter, I will be happy to review the position and to provide you with updated advice on the requirements for contributions from the proposed development towards the provision of additional County Council service infrastructure, other than highways and transport.

Should you require any further information or assistance regarding the needs for contributions towards the provision of County services infrastructure, other than highways and transport, please telephone me.

Yours sincerely,

\[Signature\]

Alan Cowling
Development Contributions Co-Ordinator
ANNEX 2

Map No. ROW-001
IN WITNESS whereof this deed has been duly executed by the parties hereto as a deed the day and year first before written.

EXECUTED as a DEED by
PELHAM HOLDINGS LIMITED
Acting by:

[Signature]

Director/Secretary

EXECUTED as a DEED by
PELHAM (POLEGATE) LIMITED
Acting by:

[Signature]

Director/Secretary
SIGNED as a DEED by
DAVID JOHN BAKER-BEALL
in the presence of:

Witness: 
Signature: 
Name: 
Address: Reynolds Porter Chamberlain LLP
Tower Bridge House
St. Katharine's Way
London E1W 1AA
DX600 London City

Occupation: 

---

SIGNED as a DEED by
GRAHAM PHILIP THOMPSON
in the presence of:

Witness: 
Signature: 
Name: 
Address: Reynolds Porter Chamberlain LLP
Tower Bridge House
St. Katharine's Way
London E1W 1AA
DX600 London City

Occupation: 

---
SIGNED as a DEED by
JOHN EDWARD TOMPKINS
in the presence of:

Witness: 

Signature: 

Name: C. Cox

Address: Reynolds Porter Chamberlain LLP
Tower Bridge House
St. Katharine’s Way
London E1W 1AA
DX600 London City

Occupation: Trainee Solicitor

SIGNED as a DEED by
STANLEY JOHN WOOD
in the presence of:

Witness: 

Signature: 

Name: C. Cox

Address: Reynolds Porter Chamberlain LLP
Tower Bridge House
St. Katharine’s Way
London E1W 1AA
DX600 London City

Occupation: Trainee Solicitor
SIGNED as a DEED by
JOAN WOOD
in the presence of:

Witness:
Signature: 
Name: Nicola Sanders
Address: Reynolds Porter Chamberlain LLP
Tower Bridge House
St. Katharine's Way
London E1W 1AA

Occupation: Solicitor

SIGNED as a DEED by
MICHAEL KILBEY
in the presence of:

Witness:
Signature: 
Name: R. W. W. Willmington
Address: Crow Nest Farm
Brampton Manor
Harefield Road

Occupation: Farmer
SIGNED as a DEED by
JACQUELINE KILBEY
in the presence of:

Witness:
Signature: R.S. Littleton
Name: R.S. Littleton
Address: Cross Not Farm
Remuera Road
Harefield, RG 6H
Occupation: Farmer

THE COMMON SEAL of
EASTBOURNE COLLEGE
INCORPORATED was hereunto affixed
in the presence of:

Director
Secretary
Authentication signature
SIGNED as a DEED by
MARY DORIS DARLING acting by her
attorney 

LETA KERIN 

in the presence of:

Witness: 
Signature: 

Name: G. Cox
Reynolds Porter Chamberlain LLP
Tower Bridge House
St Katharine's Way
London E1W 1AA
DX600 London City

Address: 

Occupation: Trainee Solicitor

Executed as a Deed by affixing
THE COMMON SEAL of EAST
SUSSEX COUNTY COUNCIL
hereunto in the
presence of:-

Authorised Signatory

302537