



# Public Document Pack

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Committee Manager - Jane Fulton (Ext 37611)

5 May 2021

## CABINET

A virtual meeting of the Cabinet will be held on **Monday 17 May 2021 at 5.00 pm** and you are requested to attend.

Members: Councillors Walsh (Chair), Oppler (Vice-Chair), Coster, Mrs Gregory, Lury, Stanley, Mrs Staniforth and Mrs Yeates.

**PLEASE NOTE:** *This meeting will be a 'virtual meeting' and any member of the press and public may listen-in and view the proceedings via a weblink which will be publicised on the Council website at least 24 hours before the meeting.*

*This Council's revised Rules of Procedures for 'virtual meetings' can be found by clicking on this link: <https://www.arun.gov.uk/constitution>*

*Any members of the public wishing to address the Cabinet meeting during Public Question Time, will need to email [Committees@arun.gov.uk](mailto:Committees@arun.gov.uk) by 5.15 pm on **Friday, 7 May 2021** in line with current Procedure Rules. It will be at the Chief Executive's/Chairman's discretion if any questions received after this deadline are considered.*

*For further information on the items to be discussed, please contact: [committees@arun.gov.uk](mailto:committees@arun.gov.uk)*

## AGENDA

1. APOLOGIES FOR ABSENCE

2. DECLARATIONS OF INTEREST

Members and officers are invited to make any declarations of pecuniary, personal and/or prejudicial interests that they may have in relation to items on the agenda, and are reminded that they should re-declare their interest before consideration of the item or as soon as the interest becomes apparent.

Members and officers should make their declaration by stating:

- a) the item they have the interest in
- b) whether it is a pecuniary, personal and/or prejudicial interest
- c) the nature of the interest
- d) if it is a pecuniary or prejudicial interest, whether they will be exercising their right to speak under Question Time

3. QUESTION TIME

- a) Questions from the public (for a period of up to 15 minutes).
- b) Questions from Members with prejudicial interests (for a period of up to 15 minutes).

4. URGENT BUSINESS

The Cabinet may consider items of an urgent nature on functions falling within their responsibilities where special circumstances apply. Where the item relates to a key decision, the agreement of the Chairman of the Overview Select Committee must have been sought on both the subject of the decision and the reasons for the urgency. Such decisions shall not be subject to the call-in procedure as set out in the Scrutiny Procedure Rules at Part 6 of the Council's Constitution.

5. MINUTES

(Pages 1 - 12)

To approve as a correct record the Minutes of the Cabinet meeting held on 22 March 2021 (as attached).

6. BUDGET VARIATION REPORTS

To consider any reports from the Head of Corporate Support.

7. LOCAL COUNCIL TAX SUPPORT SCHEME - DECISION TAKEN UNDER OFFICER SCHEME OF DELEGATION

(Pages 13 - 18)

In accordance with the provisions of the Officer Scheme of Delegation in the Council's Constitution, this report provides an update to Cabinet on the decision taken by the Chief Executive to incur expenditure or take urgent action to continue the Covid-19 Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2021/22

8. CONTAINED OUTBREAK MANAGEMENT FUND (COMF) GRANT (Pages 19 - 26)

The report provides an update on the Contained Outbreak Management Fund (COMF) grant allocations. The grants are ring fenced and must be spent on public health outcomes.

9. PROCUREMENT OF A THREE-YEAR MICROSOFT LICENCE AGREEMENT USING THE KENT COMMERCIAL SERVICES FRAMEWORK (Pages 27 - 30)

The Council uses Microsoft products to provide services to the desktop and also for its back-office databases/servers. The products are licenced on a three-year agreement and the current agreement expires at the end of June 2021.

We are looking to procure the next three-year licence through an EU compliant framework. The value of the contract is above the EU threshold and requires Cabinet approval at the pre-award stage.

10. SUPPLEMENTARY ESTIMATE TO COVER COSTS AWARDED AGAINST THE COUNCIL IN APPEAL - P/58/19/PL (Pages 31 - 34)

Planning permission was refused for application P/58/19/PL. The decision was taken by the Development Control Committee (DCC) and was contrary to the advice of Officers from Arun District Council, West Sussex County Council (as Highway Authority) and the Council's appointed Highways Consultant. In deciding the subsequent appeal, the Inspector has concluded that the Council acted unreasonably in refusing planning permission and has awarded costs against the Council.

This award follows an award of costs for BE/69/19/OUT, Y/103/18/PL & EP/148/20/PL; all of which were refused planning permission contrary to the advice of Officers. Costs of £11,400 were paid from the Department budget for BE/69/19/OUT and a Supplementary Estimate of £33,000 was agreed at Cabinet on 11 January 2021 for Y/103/18/PL & EP/148/20/PL.

A further Supplementary Estimate is now sought to pay these further costs as the Department budget is unable to accommodate these significant additional payments.

11. FUNDING TO REVIEW/UPDATE 'MADE' NEIGHBOURHOOD DEVELOPMENT PLANS (Pages 35 - 38)

The Council continues to support Parish Councils preparing Neighbourhood Development Plans (NDP) and NDP reviews following adoption of the Arun Local Plan 2018 in order to help deliver the housing requirement for the Local Plan period 2011-2031.

On 19 June 2017, Cabinet resolved granting funding of up to £5,000 per Neighbourhood Plan Group (NPG) (up to £105k in total for all Parishes within ADC LPA) for any Parish that is updating its Plan or creating a new Plan and will have reached a stage within 3 years (post Local Plan adoption) where a Plan is proposing an appropriate scale of housing development.

This report proposes to continue the provision of this grant. In order to assist Parish Council's and those groups who intend to produce new or modified Plans as a result of the Council's decision to update the Local Plan and consequent abandonment of the Non-Strategic Sites Development Plan Document, Arun District Council will provide grant funding of up to £5,000 per parish for any town/parish that is updating their Plan and which will commence within 3 years (of this meeting date i.e. 17 May 2021) where a Plan is proposing an appropriate scale of housing development.

Arun District Council receives funding from central government to support the preparation of Neighbourhood Plans and there is sufficient funding within this budget to be able to provide additional funding (over and above further government grants that are available) to support new or updated Neighbourhood Development Plans.

12. DELIVERY OF WEST BANK STRATEGIC ALLOCATION (Pages 39 - 44)

The successful delivery of the West Bank strategic allocation in the Local Plan requires a complex set of interactions in order to deliver the required homes, other uses and infrastructure. The ability to achieve this is also governed by viability considerations. The landowners have sought to take this project forward as a single entity through the use of development promoters. However, this has not been possible, largely on viability grounds. Therefore, this report seeks to promote an alternative approach where the Council will take the lead for preparing a Supplementary Planning Document to agree a comprehensive masterplan for a development to be delivered in phases where each phased works both in its own right but also contributes to the delivery of the overall masterplan.

To improve the chances of a successful delivery of this development, this work will also consider whether further development along the western bank of the river to the south of the allocation should be supported along with works between the allocation site and Clymping Beach to aid coastal defence.

13. COVID DISCRETIONARY BUSINESS GRANT FUNDING (Pages 45 - 50)  
The report provides a background to Discretionary Grant Funding and proposes spending on projects to provide wider business support.
14. PLACE ST MAUR PROJECT, BOGNOR REGIS (Pages 51 - 54)  
This report seeks approval of the Heads of Terms for the Place St Maur construction contract procurement process.
15. THE COUNCIL'S RESPONSE TO THE COVID-19 PANDEMIC SITUATION (Pages 55 - 66)  
This report updates Cabinet on the Council's response to the pandemic situation.
16. LEVELLING UP FUND WORKING PARTY - 1 AND 21 APRIL 2021 (Pages 67 - 78)  
To receive and note the minutes from the meetings of the Levelling-Up Fund Working Party held on 1 and 21 April 2021, which are attached.
17. GRANT FUNDED HOMELESSNESS EXPENDITURE (Pages 79 - 82)  
This report details expenditure in relation to Government Grants and Funding received in respect of tackling and preventing homelessness and rough sleeping.
18. PAYMENT TO ANGMERING COMMUNITY LAND TRUST FROM COMMUTED SUMS FOR AFFORDABLE HOUSING SCHEMES (Pages 83 - 154)  
This report seeks approval to assign a commuted sum payment to Angmering Community Land Trust to enable the development of 12 x affordable homes in Angmering.
19. INTERIM APPOINTMENT TO THE POST OF GROUP HEAD OF CORPORATE SUPPORT (SECTION 151 OFFICER)  
This report, which will be circulated separately to the agenda, seeks approval from Cabinet for the internal appointment of Carolin Martlew to the interim post of Group Head of Corporate Support and Section 151 Officer following the resignation of Alan Peach.

## ITEMS PUT FORWARD BY THE OVERVIEW SELECT COMMITTEE AND WORKING GROUPS

20. HOUSING & CUSTOMER SERVICES WORKING GROUP - 16 MARCH 2021 (Pages 155 - 158)

To receive the minutes from the Housing & Customer Services Working Group meeting held on 16 March 2021, which are attached.

There are recommendations for Cabinet to consider at:

- Minute 26 [Repairs Handbook] – to view the Officer's report, please click on this link [Report](#) and [Appendix](#)
- Minute 27 [Income Recovery Policy] - to view the Officer's report and the Policy – please click on these links - [Report](#) and [Appendix](#)
- Minute 28 [Anti-Social Behaviour Policy] – to view the Officer's report and the Policy – please click on these links - [Report](#) and [Policy](#)
- Minute 29 [Decant Policy] – to view the Officer's report and the Policy – please click on these links - [Report](#) and [Policy](#)

21. OVERVIEW SELECT COMMITTEE - 23 MARCH 2021 (Pages 159 - 168)

To receive the Minutes from the meeting of the Overview Select Committee held on 23 March 2021, which are attached.

There is a recommendation for Cabinet to consider at Minute 448 [Equalities and Diversity] – to view the Officer's report – please click on this link - [Report](#)

Note : Members are reminded that if they have any detailed questions would they please inform the Chairman and/or relevant Director in advance of the meeting.

Note : Filming, Photography and Recording at Council Meetings - The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. This meeting may therefore be recorded, filmed or broadcast by video or audio, by third parties. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and as available via the following link – Filming Policy - [The Policy](#)

# Public Document Pack Agenda Item 5

Subject to approval at the next Cabinet meeting

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## CABINET

22 March 2021 at 5.00 pm

Present: Councillors Dr Walsh (Chairman), Coster, Mrs Gregory, Lury, Stanley, Mrs Staniforth and Mrs Yeates

Councillors Bennett, Bicknell, Bower, Clayden, Cooper, Mrs Cooper, Edwards, English, Gunner, Huntley, Mrs Pendleton and Roberts were also in attendance for all or part of the meeting.

[Note: The following Councillors were absent from the meeting during consideration of the matters detailed in the Minutes indicated – Councillor Mrs Yeates – Minute 501 to Minute 503 (Part)].

Apologies: Councillors Oppler

### 486. WELCOME

The Chairman welcomed Members, Officers, non-Cabinet Members, representatives from Land Use and those watching this from the public and press for the eleventh virtual meeting of Cabinet. He provided a brief summary of how the meeting would be conducted and the protocol that would be followed and how any break in the proceedings due to technical difficulties would be managed.

### 487. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

### 488. QUESTION TIME

The Chairman confirmed that no questions had been submitted for this meeting.

### 489. URGENT BUSINESS

The Chairman confirmed that there was one urgent item for this meeting regarding the sound barriers on the Fitzalan Road extension in Littlehampton.

The Chairman invited the Chief Executive to update the Cabinet. He explained that he had only very recently been made aware of a problem with the height of the barriers which were originally understood to be 2.5m high but had now been raised to a height of 3.5m. In view of the concerns expressed by Councillors, he had approached Officers at West Sussex County Council to see if the concerns raised over the height of the barrier could be addressed and reduced to a more satisfactory level. The Executive Director of Place and Services at West Sussex County Council had confirmed that the County Council had raised the issue of the fence height with the developer who was exploring the options available. A further update was expected soon and the Chief Executive confirmed that he would report this back to Members.

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The Cabinet Member for Planning, Councillor Lury, asked whether by reducing the speed limit from 40mph to 30mph the barrier height could be returned to 2.5m, but reiterated that the issue was a County Council Highway matter. He did note that he was pleased that the Council had at least tried through different channels to talk to West Sussex County Council and the developer, and thought that it would be useful if Cabinet could draft a letter to the County Council to add further pressure. The Chairman agreed that a letter would be sent urging WSCC to reconsider the proposed speed limit on the new road which was located in an urban setting and very near to a school.

The Cabinet

**RESOLVED**

That a letter be sent to West Sussex County Council urging reconsideration of the proposed speed limit on the new road.

**490. MINUTES**

The minutes from the meeting of Cabinet held on 8 February 2021 were approved as a correct by Cabinet. The Chairman confirmed that these would be signed at the earliest opportunity to him.

**491. BUDGET VARIATION REPORTS**

There were no matters discussed.

**492. CHANGE TO THE ORDER OF THE AGENDA**

The Chairman requested and Cabinet agreed to a change in the order of the Agenda allowing Agenda Item 9 [Place St Maur and Esplanade Project, Bognor Regis] to be considered next as there were external representatives in attendance.

**493. PLACE ST MAUR AND ESPLANADE PROJECT, BOGNOR REGIS**

The Chairman welcomed Ed Manning, Principal Landscape Architect and Alex Massey, Associate Landscape Architect, from Land Use Consultants (LUC) to the meeting. He then invited the Cabinet Member for Neighbourhood Services, Councillor Mrs Staniforth, to introduce this item. She highlighted that the Place St Maur project had reached an important stage with the conclusion of the public consultation process. As part of the report, an update would be provided on the results of the consultation and how the project team had used the feedback to produce the preferred design for the site. Councillor Mrs Staniforth confirmed that she was delighted that consultants from LUC were in attendance to present the key findings from the consultation undertaken.

The Principal Landscape & Project Officer emphasised that if approved, the design would become frozen to ensure the landscape architects were working to a fixed scope that would avoid any impact on the cost and programme of the project which she noted was already very tight. Ed Manning and Alex Massey from LUC then gave their



presentation including the results of the consultation and an explanation of their designs.

The Chairman thanked them and then invited questions from Cabinet Members. Councillors Stanley, Staniforth, Yeates and Lury spoke in favour of the design proposal. Questions were asked around how the consultation compared with other projects LUC had been involved with, how the design may positively impact issues around anti-social behaviour and the colour of paving during the winter months when the water jets would be switched off. LUC responded that the level of engagement with the consultation was significantly higher than with some other projects they had been involved with, that design could reinvigorate civic pride in areas that could positively impact behaviour and that paving design was likely to develop throughout the project.

Questions were asked by Non-Cabinet Councillors about whether this was the extent of regeneration in Bognor Regis, why the preferred option was neither of the two designs in the consultation, the return on investment, the maintenance of the water jets and lights and the costs involved, the impact of bad weather on performance, the budget for the project, the speed of delivery, the use of green energy and the storage and movement of the moveable items involved. The Chairman, LUC, Principal Landscape & Project Officer and Group Head of Technical Services provided Councillors with answers to all points raised.

The Cabinet

RESOLVED

That the designs presented at the meeting for the Place St Maur and the Esplanade be approved, and that the delivery of Place St Maur is progressed in line with the project programme.

The Cabinet confirmed its decision as per Decision Notice C/056/22032021, a copy of which is attached to the signed copy of the Minutes.

#### 494. ARUN IMPROVEMENT PROGRAMME - UPDATE

The Chairman invited the Cabinet Member for Technical Services, Councillor Stanley, to introduce this item. He noted that this year had been busier than previous years due to the impacts of the pandemic and he thanked the team for all their work whilst still making progress on other significant projects such as the digital agenda. The Head of Technology & Digital then highlighted key aspects of the report including it having been a very busy year, the change of priorities with a shift to a mostly homeworking Council still delivering services but remotely and the building of new applications and channels to make it easier for customers to deal with the Council over the internet whilst still managing to deliver planned major projects.

The Chairman thanked the Head of Technology & Digital and his team for all their work that had allowed the Council to continue delivering its services during the lockdown. Questions were asked by Non-Cabinet Councillors about website

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development and search engine functionality. The Head of Technology & Digital provided Members with answers to all points raised.

The Cabinet

RESOLVED

To note the activities of the Arun Improvement Programme.

The Cabinet confirmed its decision as per Decision Notice C/057/22032021, a copy of which is attached to the signed copy of the Minutes.

495. OPTIONS TO PROGRESS WEBCAST IMPROVEMENT PROJECT

The Chairman invited the Cabinet Member for Technical Services, Councillor Stanley, to introduce this item. He explained that after discussion at Full Council in September 2020, where webcasting upgrade options were put forward, it was agreed that the matter be referred back to Cabinet for an update. The Director of Place then presented the detail of the report.

The Chairman thanked the Director of Place and then invited questions and comments from Cabinet Members. Councillor Stanley, stated that having reflected on the discussion and concerns raised at Full Council, he proposed making some small amendments to Recommendation 1 in the report, which was that the upgrades to the webcasting system set out in the table within the report be approved apart from:

- The projector and screen upgrades – new laser projector and screen = £18,000
- Replacement screens at outlying desks - £7,000

The remaining items listed were then proposed to be agreed as the upgrades needed to the webcasting system and that a supplementary estimate in the sum of £40k for these one-off projects costs for the webcasting hardware installation be approved. The amount that this equates for a Band D property in terms of equivalent Council Tax to be reported at the Full Council meeting.

Councillors Lury and Mrs Gregory also spoke in support of this. Questions were asked by Non-Cabinet Councillors about the essentiality of the proposed upgrades and how the Council was working to futureproof these upgrades. The Director of Place provided Members with answers to all points raised.

The Cabinet

RECOMMEND TO FULL COUNCIL – That

- (1) Approval be given to those items listed in Table A, with the exception of the projector and screen upgrades (£18,000) and replacement screens at outlying desks (£7,000), and that a supplementary estimate in the sum of £40,000 be approved for the one-off project cost for the webcasting hardware installation. The amount that this equates to for a Band D property in terms of equivalent Council Tax will be reported to Full Council verbally.
- (2) The proposed action to purchase the hardware required to facilitate hybrid meetings is noted; and
- (3) Subject to the approval of recommendation (1), to approve the additional on-going revenue costs for annual maintenance and broadband subscription of £21k per annum to be included in the Budget for 2021/22.

The Cabinet also

RESOLVED

That approval be given to extending the contract with the current provider of webcasting facilities for a further 12 months until June 2022.

The Cabinet confirmed its decision as per Decision Notice C/058/22022021, a copy of which is attached to the signed copy of the Minutes.

#### 496. CUSTOMER SERVICES STRATEGY

The Chairman invited the Cabinet Member for Neighbourhood Services, Councillor Mrs Staniforth, to introduce this item. She explained that this report set out the Customer Services Strategy 2021 – 2026 and included the process for implementation to embed it into the organisation. This new Strategy was the culmination of work within the organisation and promoted a vision which aimed to put the customer at the heart of everything that the Council did. The Strategy included a Customer Charter which set out what the Council's customers should expect and the Council was committed to do.

The Group Head of Neighbourhood Services then presented the detail of the report. He emphasised the aim of strategy to be a customer focussed organisation working to understand our customers better and put them at the heart of everything the Council does and support customers to do more for themselves, and further noted the customer charter.

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The Chairman thanked the Group Head of Neighbourhood Services and then invited questions and comments from Cabinet Members. Following a Cabinet Member question, it was confirmed that the strategy applied to all aspects of the Council's business and all interactions with customers. A Non-Cabinet Member asked about the 10 day response rule. The Group Head of Neighbourhood Services provided Members with answers to all points raised.

The Cabinet

RESOLVED

To formally adopt the Customer Services Strategy 2021- 2026 and approve the process of implementation to embed it into the organisation.

The Cabinet confirmed its decision as per Decision Notice C/059/22032021, a copy of which is attached to the signed copy of the Minutes.

497. ANTI-GRAFFITI SYSTEMS LTD - TRADING AS AGS ONE - ADMISSIONS AGREEMENT TO LOCAL GOVERNMENT PENSION SCHEME

*(Councillor Dr Walsh declared a personal interest in this item in his capacity as a Trustee of the West Sussex Pensions Scheme administered by West Sussex County Council.)*

The Chairman invited the Cabinet Member for Technical Services, Councillor Stanley, to introduce this item. He reminded Cabinet Members that in January of last year, Cabinet had resolved to outsource the Council's Pest Control service and that following a competitive procurement process, the contract for delivery of the Council's Pest Control service had been awarded to AGS One who began operating the service on 1 March in a seamless transfer of the function. As expected, this had led to savings for the taxpayer and overall lower prices for customers using the service, whilst securing quality service provision.

The Group Head of Technical Services provided further background explaining that at the time of transfer of the function to our new contractor, there was a member of staff engaged in the delivery of the pest control service. The member of staff was TUPE transferred to the contractor and in accordance with TUPE regulations, the new employer was obliged to ensure that the staff member received a pension no less favourable than the Local Government Pension Scheme. The solution to resolving this situation was for the contractor to become an admitted body to the Local Government Pension Scheme. To do this, West Sussex County Council required Arun to be a guarantor in the event that AGS One failed to make their employer contributions. The report set out the proposal that Cabinet should recommend that Full Council should agree to act as guarantor.

The Cabinet

RECOMMEND TO FULL COUNCIL

That the Council acts as a guarantor in respect of any and all pension liabilities which may arise through the term of the Pest Control Contract and delegated authority is given to Legal Services to enter into the Admission Agreement and Guarantee.

The Cabinet confirmed its decision as per Decision Notice C/060/220321, a copy of which is attached to the signed copy of the Minutes.

498. CONTRACT AWARD FOR PASSIVE FIRE WORKS FOR COUNCIL OWNED HOUSING STOCK

The Chairman invited the Cabinet Member for Residential Services, Councillor Mrs Gregory, to introduce this item. The Group Head of Residential Services then presented the detail of the report. She explained that the proposed passive fire works to council housing had been identified as part of the regular programme of fire risk assessments done in accordance with the Council's legal and regulatory responsibilities. It was acknowledged by Cabinet that this report superseded ICM/182/18022021 which was withdrawn.

Questions were asked by Non-Cabinet Councillors regarding the budget predictions and how these had been calculated. The Group Head of Residential Services provided Members with answers to all points raised. The Chairman confirmed that the funding was coming from the Housing Revenue Account.

The Cabinet

RESOLVED

To approve the Calling off the CHIC framework to award Keystone Fire Safety Limited a 3-year contract up to £5m in value to undertake passive fire works.

The Cabinet confirmed its decision as per Decision Notice C/061/220321, a copy of which is attached to the signed copy of the Minutes.

499. THE COUNCIL'S FUTURE FINANCIAL ISSUES

The Chairman introduced this item in the absence of the Deputy Leader of the Council and Cabinet Member for Corporate Support, Councillor Oppler. He thanked the Council's financial team for their ongoing support and regular updates on the financial position and explained that the Corporate Management Team had been continually monitoring the Council's budget and that this report provided an update on some of these proposed approaches.

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The Chief Executive was then invited to present the detail of the report. He highlighted the achieved, ongoing and new projects listed in Appendix A, and explained that Officers now needed guidance from Cabinet on the way forward to ensure that financial security would be delivered for the Council and that valuable Officer time would not be wasted on areas that did not have Cabinet support.

The Chairman then invited questions and comments from Cabinet Members. Councillors Stanley and Coster spoke in favour and particularly noted the proposals for additional beach huts and solar panels in car parks. Non-Cabinet Members raised points about there being too many beach huts, the return on investment from beach huts and the absence of future savings. The Chairman, Cabinet Member for Commercial and Business Development and Director of Place provided Members with answers to all points raised.

The Cabinet

RESOLVED

To note the financial actions achieved and it instructed Officers to proceed with all of the proposals listed in the report and the Appendix.

The Cabinet confirmed its decision as per Decision Notice C/062/220321, a copy of which is attached to the signed copy of the Minutes.

500. COMMERCIAL MANAGER POST

The Chairman invited the Cabinet Member for Commercial and Business Development, Councillor Coster, to introduce this item. He reminded Councillors that through the Council's strategic targets, it had agreed funding for a new Commercial Manager post which had been planned for 2020/21. Unfortunately, the Coronavirus pandemic had impacted on the recruitment process. The Chief Executive explained the need for the Council to be more commercial in its approach and its need for expertise to support this aspect. He also shared his disappointment around the issues with recruitment.

The Cabinet

RESOLVED

To support the principle of delaying the appointment process of the Commercial Manager post, until after the Covid pandemic has reduced demands on the resources of the Council.

The Cabinet confirmed its decision as per Decision Notice C/063/220321, a copy of which is attached to the signed copy of the Minutes.

501. THE COUNCIL'S RESPONSE TO THE COVID-19 PANDEMIC SITUATION

The Chairman introduced this item which was the latest update report on the Coronavirus pandemic for the period 11 February - 8 March 2021. He praised the Officer team for their continued hard work during difficult working environments, many with home schooling issues as well, until recently when schools re-opened. He explained that he and the Chief Executive had continued to provide weekly communications and noted that now was the anniversary of week 52 of these communications. He confirmed that the Council was still administering the various Government grants shown in Appendix A to the report, and, a year on, the Council continued to work hard to help residents and businesses recover from the pandemic.

The Chief Executive was then invited to present the detail of the report. He confirmed that as the weather improved, the Council's primary concern was to ensure that the public could enjoy a safe return to the District's beaches, parks, open spaces and Town Centres. The Council was using the services of Covid Marshals, funded by the Government's Covid Outbreak Management Fund, to deliver key safety messages to the public and was anticipating further funding from this through the County Council. He also provided an update on the forthcoming May Elections which remained particularly difficult to organise whilst awaiting Government guidance on some issues. The Council's main priority was to ensure the provision of sufficient staff to deliver the Election and how the Council planned to react to a substantial increase in Postal Votes. He reassured Councillors that despite these challenges, he was confident that the Council would deliver a safe and transparent Election, albeit, under Covid conditions.

The Chairman also mentioned the Hardship Fund set up to provide financial resource to those hard hit during the pandemic. The Chief Executive provided more details on this fund and the support from County Council. The Chairman then invited questions and comments from Cabinet Members. Councillor Lury spoke in favour of Arun and West Sussex Councils working together. Councillor Stanley, in noting the range of impacts of the pandemic, welcomed the fund that could support the people hardest hit.

The Cabinet

RESOLVED

To note the actions taken to date.

The Cabinet confirmed its decision as per Decision Notice C/064/220321, a copy of which is attached to the signed copy of the Minutes.

502. PLANNING REVIEW WORKING PARTY - FEEDBACK FROM MEETING HELD ON 11 FEBRUARY 2021

The Chairman invited the Cabinet Member for Technical Services, Councillor Stanley, as Chairman of the Planning Review Working Party, to introduce this item which contained recommendations for Cabinet to consider at Minute 9 [Consideration of

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Residents' Needs and Concerns in respect of Planning Matters]. The Chief Executive provided further detail about the planning review. He explained that there were multiple parts to the review – one part focused on recommendations concerning the role and performance of Councillors; another section related to recommendations that affected Officers and there was one other section affecting both Councillors and Officers together – and that this referred to the Members part of the review. He confirmed that the Officer review was an ongoing matter that he was dealing with as the Head of Paid Service, but that all parts of the review would eventually be brought together and brought before the relevant Committee for discussion.

The Chairman then invited questions and comments. A Non-Cabinet Member raised whether within the first recommendation there would be possible conflict should a position be declared when utilising Arun District Councillors. The Interim Monitoring Officer confirmed that as long as Members followed the Planning Protocol then the recommendation was acceptable. Another Non-Cabinet Member asked when and whether the findings of the Hanneby report would be published. The Chief Executive confirmed that a schedule would shortly be brought to Members, but confirmed that Members had seen the full report but that there might need to be some redaction to safeguard Officers before the document is made public.

Another Non-Cabinet Member raised concerns on the vagueness of recommendations 1 and 2. The Chairman amended the wording of recommendation (2) to 'the Council should improve its communication with, involvement of and training of Parish Councillors'. Councillor Bower proposed that 'in line with planning protocol' was inserted after 'Arun District Councillors' in recommendation (1). This was seconded by the Cabinet Member for Planning, Councillor Lury, and the Chairman.

The Cabinet

RESOLVED - That

- (1) The Council should influence developers to engage more constructively with Parish Councils and the public, utilising Arun District Councillors in line with planning protocol to help do this;
- (2) The Council should improve its communication with, involvement of and training of Parish Councillors;
- (3) Officers investigate the use of digital tools to improve public engagement;
- (4) Officers consider an online community guide to the planning system (possibly through short videos); and
- (5) Cabinet to confirm that it understands that the previous four recommendations may result in resource implications (both people and financial).



The Cabinet confirmed its decision as per Decision Notice C/065/220321, a copy of which is attached to the signed copy of the Minutes.

503. HOUSING & CUSTOMER SERVICES WORKING GROUP - 4 FEBRUARY 2021

The Chairman invited the Cabinet Member for Residential Services, Councillor Mrs Gregory, to present the Minutes from the meeting of the Housing & Customer Services Working Group held on 4 February 2021. Councillor Mrs Gregory alerted Cabinet to recommendations at Minute 21 [Gaining Access to Residents' Homes Policy].

The Cabinet

RESOLVED - That

- (1) The Access Policy be adopted; and
- (2) Delegated authority be given to the Group Head of Residential Services in consultation with the Cabinet Member for Residential Services to make changes to the Policy.

The Cabinet confirmed its decision as per Decision Notice C/066/220321, a copy of which is attached to the signed copy of the Minutes.

(The meeting concluded at 8.20 pm)

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## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET on 17 MAY 2021

**SUBJECT:** Urgent Officer Decision in relation to the Local Council Tax Support Scheme

**REPORT AUTHOR:** Nigel Lynn – Chief Executive

**DATE:** March 2021

**EXTN:** 37568

**PORTFOLIO AREA:** Corporate Support

**EXECUTIVE SUMMARY:**

In accordance with the provisions of the Officer Scheme of Delegation in the Council's Constitution, this report provides an update to Cabinet on the decisions taken by the Chief Executive to incur expenditure or take urgent action to continue the Covid-19 Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2021/22

**RECOMMENDATIONS:**

Cabinet is asked to:

1. note the urgent decision to continue the Covid-19 Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2020/21, which constitutes an additional discretionary discount of up to £150 per household for working age claimants; and
2. note the funding of the proposal from the balance of the funding allocated in 2020/21 (approximately £210k).

**1. BACKGROUND:**

- 1.1. Transparency in making this decision making has been maintained through consultation with the Leader of the Council and other Group Leaders.
- 1.2. The Council received £945,239 for Council Tax Hardship Funding in 2020/21 to support local residents during the pandemic. The grant was intended to give each working age household claiming Local Council Tax Support (LCTS) up to an additional £150 discount on their Council Tax bill.
- 1.3. The grant was paid to billing authorities in 2020/21, as the Council has to meet the full cost of the discounts awarded, including the County Council and the Police and Crime Commissioner shares. It is anticipated approximately £100k of this funding will remain unallocated in 2020/21.

1.4. The Government announced a Local Council Tax Support (LCTS) grant as part of the Local Government Finance Settlement. The provisional allocation methodology was announced after the provisional settlement and the amount has been confirmed at £209k. The grant is non-ringfenced and has been included in the budget for 2021/22. The amount was clearly insufficient to fund the scheme for 2021/22

**2. PROPOSAL(S):**

2.1.1 West Sussex County Council has recently committed to the funding of their share of the relief. The County Council share is approximately 76%, which made the continuation of the scheme feasible. The cost of the scheme is anticipated to be around £875k assuming the same level of take up and taking account of the overall increase in Council tax for 2021/22. This leaves Arun with approximately £210k (24%) to fund the remaining discount.

2.1.1 It is proposed to fund the scheme from the balance of the grant allocated for 2021/22 plus funding set aside from other covid-19 related funding in 2020/21.

2.1.2 The scheme is targeted towards those residents in most need.

2.1.3 A copy of the decision has been appended to this report.

**3. OPTIONS:**

None, as the officer made the decision in line with the delegated authority given to him by the Council.

**4. CONSULTATION:**

| Has consultation been undertaken with:   | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council   |     | ✓  |
| Relevant District Ward Councillors   |     | ✓  |
| Other groups/persons (please specify) <ul style="list-style-type: none"> <li>• Leader of the Council</li> <li>• Group Leaders</li> </ul> | ✓   |    |

| <b>5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br/>(Explain in more detail at 6 below)</b> | YES | NO |
|---|-----|----|
| Financial   | ✓   |    |
| Legal   | ✓   |    |
| Human Rights/Equality Impact Assessment   |     | ✓  |
| Community Safety including Section 17 of Crime & Disorder Act   |     | ✓  |

|  |   |   |
|--|---|---|
| Sustainability   | ✓ |   |
| Asset Management/Property/Land   | ✓ |   |
| Technology   |   | ✓ |
| Other (please explain)   |   | ✓ |
| <p><b>6. IMPLICATIONS:</b></p> <p><b>Financial Implications</b><br/> The Section 151 has been consulted on the decision. The decision by West Sussex County Council to fund the county council share of the relief makes the proposal affordable, whilst ensuring that targeted support is provided for those local residents in most need.</p> <p><b>Legal Implications</b><br/> The Interim Monitoring Officer has been consulted on the decision. The decision taken by the officer has followed the provisions of the Council's Constitution and any direction or law issued by Central Government</p> |   |   |
| <p><b>7.0 REASON FOR THE DECISION:</b></p> <p>To meet the requirements of the Council's Constitution.</p>  |   |   |
| <p><b>8. EFFECTIVE DATE OF THE DECISION: 17 May 2021 – as this is a noting report</b></p>  |   |   |
| <p><b>9. BACKGROUND PAPERS:</b><br/> Council's Constitution - <a href="#">Constitution</a></p>   |   |   |


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**ARUN DISTRICT COUNCIL**  
**DECISION TAKEN UNDER OFFICER SCHEME OF DELEGATION**

*Decision taken in accordance with Part 4, Officer Scheme of Delegation, Section 2, paragraph 2.11*

|                                |   |
|--------------------------------|---|
| <b>DATE DECISION TAKEN</b>     | 7 April 2021  |
| <b>SUBJECT</b>                 | Local Council Tax Support Scheme  |
| <b>DECISION TAKEN</b>          | In consultation with the five Political Group Leaders I have exercised my delegated authority at Part 4, Section 2, Paragraph 2.11 to authorise a Settlement Agreement in respect of the above matter.  |
| <b>REASON FOR THE DECISION</b> | <p>The Local Council Tax Support Scheme is a scheme being promoted by WSCC which has great benefit to our residents most in financial need at this difficult time. This scheme will also assist ADC as it negates to the need to spend money and officer time chasing people who have not paid their bills to us.</p> <p>A report has been drafted for Cabinet on 17 May 2021, but there is now a need for the Chief Executive to take this forward urgently under his Constitutional powers. The Constitution requests that the Chief Executive consult with Group Leaders and this was done via email on 31 March 2021 and verbally in a meeting between the five political Group Leaders and Chief Executive on 1 April 2021. The Group Leaders have confirmed that they are happy with this and gives their support.</p> <p>The reasons for this urgency are:</p> <ul style="list-style-type: none"> <li>• The bills have been sent out and instalments will be due before the Cabinet meets – this will cause concern for the people concerned</li> <li>• We need to send out the revised bills ASAP before people start paying, otherwise billing becomes very complicated for individuals</li> <li>• We should act as quickly as possible to apply this targeted relief to the residents in most need</li> <li>• The contribution to the scheme has now been approved by the County so we are in a position to move forward on this</li> <li>• WSCC will fund the majority share of the cost, making it possible – ADC cost is estimated £210k</li> <li>• The funding can be met from 2020/21 unspent Covid funding</li> </ul> |

**ARUN DISTRICT COUNCIL**  
**DECISION TAKEN UNDER OFFICER SCHEME OF DELEGATION**

|   |   |
|---|---|
|   | <ul style="list-style-type: none"> <li>This will significantly help with the workload of staff that are already severely stretched.</li> </ul>                                  |
| <b>ALTERNATIVE OPTIONS CONSIDERED OR REJECTED</b>   | To consider at Cabinet on 17 May 2021, however this would result in a delay, which would mean that the above listed reasons for expediting this decision would not be overcome. |
| <b>ANY CONFLICT OF INTEREST DECLARED BY ANY MEMBER OF THE COUNCIL</b><br><i>Only needed if the decision is under an express authorisation</i> |   |
| <b>NAME OF THE DECISION TAKER</b>   | Nigel Lynn  |
| <b>SIGNATURE</b>  |    |



## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT:** Contain Outbreak Management Fund (COMF) Grant

**REPORT AUTHOR:** Carolin Martlew, Financial Services Manager

**DATE:** March 2021

**EXTN:** 37568

**PORTFOLIO AREA:** Corporate Support

**EXECUTIVE SUMMARY:**

The report provides an update on the Contain Outbreak Management Fund (COMF) grant allocations. The grants are ring fenced and must be spent on public health outcomes.

**RECOMMENDATIONS:**

Cabinet is requested to:

1. To note the Contain Outbreak Management Fund (COMF) grant allocations.

**1. BACKGROUND:**

- 1.1. Local Authorities have been, and remain at the forefront of managing COVID-19. The Contain Outbreak Management Fund funding was allocated to County Council's in March 2021. Arun has been allocated £604,961 of funding (based on the relative needs formula) by West Sussex County Council (WSCC).
- 1.2. Additional £214,386.50 COMF funding of was announced on 8 April 2021 by the Department for Health and Social Care, which will be directly allocated to district councils. The release of the grant is dependant on the County Council providing a monitoring return to account for how the COMF allocation for 2020/21 has been used. The two tranches of the grant total £819k.
- 1.3. The County Council allocation could be subject to change due to the earmarking of funding to the County wide Housing Group. Part of this allocation is for a digital financial inclusion assistance tool which is likely to be managed by the individual districts. Members will be updated verbally of any change in the WSCC allocation to Arun.

## 2. PROPOSAL(S):

2.1 The purpose of this report is to inform members on the projects that will be funded from the grant. The projects to be funded from both tranches of the COMF grant are detailed in appendix 1 and are summarised below:

| <b>Arun COMF funded Projects</b>                            |                          |
|---|--------------------------|
| <b>Description</b>  | <b>Project<br/>£'000</b> |
| Settled Status Support Adviser                              | 10                       |
| Arun & Chichester Food Partnership Coordinator              | 10                       |
| Community Transport Initiatives                             | 10                       |
| Community Resilience  | 120                      |
| Covid Information Officers                                  | 100                      |
| Environmental Health Officers (Agency)                      | 225                      |
| Licensing Officers  | 25                       |
| Lifeguard Presence  | 5                        |
| Temporary Toilet Provision                                  | 28                       |
| Public Realm Cleaning Regimes                               | 90                       |
| Summer Standby Service                                      | 8                        |
| External Hand Sanitisers                                    | 10                       |
| Signage   | 40                       |
| Hard to Reach Groups  | 51                       |
| Young People Activities                                     | 20                       |
| Pier Road Closure   | 10                       |
| Access to Beaches   | 8                        |
| Temporary outdoor seating                                   | 5                        |
| Balance to be updated                                       | 44                       |
| Digital financial inclusion assistance tool (Housing Group) | tbc                      |
| <b>Total</b>  | <b>819</b>               |
| Funded from:  |                          |
| WSCC COMF allocation  | 605                      |
| COMF grant DHSC   | 214                      |
| <b>Total</b>  | <b>819</b>               |

2.2 The grant continues to be ring-fenced for public health purposes to tackle Covid-19, “working to break the chain of transmission and to protect the most vulnerable”.

2.3 The expenditure on individual projects, which must comply with the public health grant conditions, will be adjusted to ensure maximum utilisation of the grant available and to remain within the overall funding available.

2.4 In addition to the £605k in Paragraph 2.1 above, approximately £950k of the funding allocated to WSCC has been earmarked for the County wide housing group to fund:

- 6 Money Advice/debt management officers
- 4 Court Desk Service Officers
- 4 Intensive Family Support Officers
- 1 Employment Advisor
- Digital financial inclusion assistance tool 6 licenses

The staff will be employed by WSCC. The decision in relation to the procurement of the digital app is yet to be finalised. TellJo is a screening tool which is used to identify and engage with people who may be vulnerable. The app identifies safeguarding, financial health, health and wellbeing issues which may mean someone needs additional support. The app has previously been used by social housing providers to engage their residents with tenancy sustainment support.

**3. OPTIONS:**  
None - the grant must be spent on the activities listed in the grant conditions .

**4. CONSULTATION:**

| Has consultation been undertaken with:   | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council   |     | ✓  |
| Relevant District Ward Councillors   |     | ✓  |
| Other groups/persons (please specify) <ul style="list-style-type: none"> <li>• Leader of the Council</li> <li>• Group Leaders</li> </ul> |     | ✓  |

| 5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br>(Explain in more detail at 6 below) | YES | NO |
|---|-----|----|
| Financial   | ✓   |    |
| Legal   |     | ✓  |
| Human Rights/Equality Impact Assessment   |     | ✓  |
| Community Safety including Section 17 of Crime & Disorder Act   |     | ✓  |
| Sustainability  | ✓   |    |
| Asset Management/Property/Land  | ✓   |    |
| Technology  |     | ✓  |
| Other (please explain)  |     | ✓  |

**6. IMPLICATIONS:**

The COMF funding allows a significant number of vital projects to be carried out across the District which will require Council resources (mainly officer time) to be delivered.

**7. REASON FOR THE DECISION:**

To ensure that Members are fully informed about the COMF grant allocations and proposed expenditure funded from the grant.

**8. EFFECTIVE DATE OF THE DECISION: 17 May 2021 – as this is a noting report**

**9. BACKGROUND PAPERS:**

Correspondence from the Department of Health and Social Care

**ARUN DISTRICT COUNCIL**

**Contained Outbreak Management Fund Projects**

| PURPOSE   | RATIONALE   | £    | Group/Service Area |
|---|---|------|--------------------|
| Settled Status Support Adviser                  | To work with the Covid Community Champions to identify eligible individuals/families. Adviser will provide Covid-19 information to and assist those EU nationals (and others) who are living in Arun and Chichester without settled status to apply to stay in the UK. From mid-summer those without Settled Status will be unable to work in the UK or have access services including the NHS, schools, benefits and housing. Services likely to be impacted include NHS, Social Care and agriculture. Propose passport funding to Voluntary and Community Sector.   | 10K  | RW                 |
| Arun & Chichester Food Partnership Co-ordinator | Food poverty will continue to be a persistent and significant demand for Arun Communities as we come out of the pandemic and local residents feel the effects of the associated economic recession and a potential third wave of coronavirus. Having a proactive and sustainable approach to addressing food poverty and food inequality will be a vital function to support and a dedicated resource is required to achieve this (there is insufficient capacity within partners to absorb this work). Key deliverables will be to: build a network of food providers, listen and co-design with those who have lived experience to embed dignity and advocacy into our work, signpost people to advice organisations and write funding applications for the continuation of the work. Role will be hosted by CAB on behalf of the Food Partnership. | 10K  | RW                 |
| Community Transport Initiatives                 | Support for Community Transport Initiatives to improve the reach and capacity locally to help overcome social isolation and improve health and wellbeing initiatives (e.g. transport to Laburnum Centre of ages 50+, alternative transport on lost bus routes).   | 10k  | RW                 |
| Community Resilience                            | To improve Community Resilience in areas of deprivation with multiple, complex needs by establishing an officer resource to improve engagement with these local communities to tackle health inequalities and the wider determinants of health. The importance of community resilience and support will be substantial as we come out of the pandemic; the proposed role will work closely with Arun's marginalised communities and bring solutions,  | 120K | RW                 |

|  |   |      |        |
|--|---|------|--------|
|  | working closely with key partners (Council, WSCC, Health, Housing, Community and Voluntary sector) to meet the needs identified during the COVID recovery (e.g. health inequalities, employment, skills, digital inclusion, etc.).  |      |        |
| Covid Information Officers             | To continue to provide Covid Information Officers to monitor compliance in businesses and Council-owned public realm such as parks, playgrounds, skate parks and promenades beyond the expiry of the Covid Marshalls funding at end of March 2021. Additional patrols during the peak summer months as travel restrictions ease especially in busy tourist destinations such as beach-front promenades.   | 100K | NS M11 |
| Environmental Health Officers (Agency) | To provide 3 x agency Environmental Health Officers (EHOs) or equivalent. Over the past 12 months 5 FTE of EHOs have been working to enforce the covid restrictions and manage outbreaks. 2 of these have been funded by through the Health Protection Board. A backlog of environmental health work of public health significance have developed (inc. food hygiene inspections, private water supply sampling and risk assessment etc) which cannot be further delayed. This 225K would enable 3 x EHOs to be used for 12 months to allow the team to continue to deliver the covid interventions. The EHO covid interventions involve enforcing covid restrictions in a manner which has been supportive of businesses, but robust where non-compliance persists in order to maintain a level playing field for compliant businesses. This work helps businesses understand the frequently changing government rules, to assess risk and establish practical measures specific to their business and premises to prevent outbreaks. EHOs work with businesses to help them prepare their own outbreak management plans to ensure they are effective in containing workplace-based outbreaks and reduce impact on business continuity. When workplace setting-based outbreaks do arise, EHOs work with businesses to gather data, identify sources, contain the outbreak and signpost to support for employees. | 225K | NS M11 |
| Licensing Officers                     | Specific to support for licensed taxi and hospitality businesses which have been some of the most hard-hit by the restrictions to re-open safely. This money to provide additional hours for existing Licensing Officers to undertake evening compliance monitoring visits and supporting communication materials.  | 25K  | NS M16 |

|                               |   |     |           |
|-------------------------------|---|-----|-----------|
| Lifeguard presence            | To extend the length of the lifeguard presence at Bognor Regis for water safety. May is likely to be much busier than usual and the lifeguard service will assist with beach management under Covid restrictions.   | 5K  | RW        |
| Temporary toilet provision    | Additional temporary (portacabin) toilet provision at the two main tourist beaches during the summer season.  | 28K | NS N41    |
| Public Realm Cleaning Regimes | Enhanced cleaning regimes for toilet and other facilities in the public realm in high-use seasonal tourist destinations.  | 90K | JRW       |
| Summer Stand-By Service       | For an out-of-hours stand-by service during summer months to ensure public toilets defects are rectified and brought back in to use to avoid public health risk associated with lack of service provision.  | 8K  | NS N41    |
| External hand sanitisers      | For installation and refill of ten external hand sanitiser at high-use destinations.  | 10K | NS N41    |
| Signage etc                   | Signage & banners to promote covid-secure use as outdoor recreation facilities resume.  | 40K | JRW/NS/RW |
| Hard to Reach Groups          | To support Comms in reaching hard to reach groups: <ul style="list-style-type: none"> <li>• Resource of 2 day a week for a year to create a coms strategy specifically identifying groups and to start making in-roads with these groups and also to work on increase of digital newsletter sign-ups - £30k</li> <li>• Paid social media - £1.5k</li> <li>• Newspaper ad campaign - £1.5k</li> <li>• Radio Campaign - £3k</li> <li>• Event support - £3k</li> <li>• Videos - £3k</li> <li>• Podcasts with local community champions - £3.5k</li> <li>• External advertising/vehicle livery - £5k</li> <li>• Print mailers/posters - £500</li> </ul> | 51K | JF        |

|                           |   |             |          |
|---------------------------|---|-------------|----------|
| Young People Activities   | To deliver programmes of children/youth activities in targeted areas (i.e. community setting to improve health, fitness and wellbeing in areas of deprivation). Provision of activities will enhance mental health and create opportunities for young people to socialise a positive way. Community provision will improve pathways to involvement in other activities in the District e.g. creative arts, physical activity. | 20K         | RW       |
| Pier Road Closure         | Management costs  | 10K         | KR – R11 |
| Access to Beaches         | To increase the points at which the public can access beaches from promenades. Social distancing has been an issue at pinch-points. Temporary works to allow the public to leave the promenade and access beaches will facilitate improved conditions for social distancing.  | 8K          | RW       |
| Temporary Outdoor Seating | Greenspace areas  | 5K          | JRW      |
| Unallocated               |   | 44K         | tbc      |
|                           |   | <b>819K</b> |          |



## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT:**

Procurement of a three-year Microsoft Licence Agreement using the Kent Commercial Services Framework.

**REPORT AUTHOR:** Paul Symes, Head of Technology & Digital

**DATE:** 22 March 2021

**EXTN:** 01903 737585

**PORTFOLIO AREA:** Corporate Support

**EXECUTIVE SUMMARY:**

The Council uses Microsoft products to provide services to the desktop and also for its back-office databases/servers. The products are licenced on a three-year agreement and the current agreement expires at the end of June 2021.

We are looking to procure the next three-year licence through an EU compliant framework. The value of the contract is above the EU threshold and requires Cabinet approval at the pre-award stage.

**RECOMMENDATIONS:**

The Cabinet is asked to:

- i. approve the purchase of a three-year Microsoft Licence Agreement with Trustmarque through the Kent Commercial Services Framework; and
- ii. Delegate authority to the Section 151 Officer to execute the contract under hand.

**1. BACKGROUND:**

The Council uses Microsoft products to provide services to the desktop and also for its back-office servers and databases.

Consideration was given to using alternative products for some of the licenced components however this is not felt to be practical, costs effective and cause considerable disruption of service.

The products are licenced on a three-year agreement and the current agreement expires at the end of June 2021.

As part of our five-year ICT Strategy we are transitioning services to the Cloud, Trustmarque (our existing licence supplier) are providing expertise and support to help us with this work and as a Microsoft Gold Partner have secured additional Microsoft migration investment for us.

A three-year licence will allow us to continue with the transition work already started and after that we plan to do a review of the market and products to meet our future needs.

It is not possible to buy these licences directly from Microsoft and we wish to let the contract as a direct award with Trustmarque using the EU (OJEU) complaint Kent Commercial Services Framework.

Microsoft update their prices monthly and when the renewal is taken out the price is locked in for the whole licence period, we estimate the annual licence cost to be approximately £157,000 this will be funded by the existing IT budget and any increase will be covered from existing resources.

The Council will enter into the contract by signing the framework call-off agreement. To comply with Contract Standing Orders, a contract of this value should be executed as a deed under seal. Authority is sought to allow the call-off contract to be executed under hand by the Section 151 Officer.

**2. PROPOSAL(S):**

Purchase a three-year Microsoft Licence Agreement with Trustmarque using the Kent Commercial Services Framework and gives the Section 151 Officer authority to execute the contract under hand.

**3. OPTIONS:**

- i. Procure a three-year Microsoft Licence Agreement via the Kent Commercial Services Framework.
- ii. Look at replacing some Microsoft products with alternative products.
- iii. Not procure a new Microsoft Licence Agreement and stop using Microsoft products.

**4. CONSULTATION:**

| Has consultation been undertaken with: | YES                                    | NO |
|--|--|----|
| Relevant Town/Parish Council           |  | X  |
| Relevant District Ward Councillors     |  | X  |
| Other groups/persons (please specify)  | ICT<br>Finance<br>Legal<br>Procurement |    |

**5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)**

|           | YES | NO |
|-----------|-----|----|
| Financial |     | X  |
| Legal     |     | X  |

|   |  |   |
|---|--|---|
| Human Rights/Equality Impact Assessment                       |  | X |
| Community Safety including Section 17 of Crime & Disorder Act |  | X |
| Sustainability  |  | X |
| Asset Management/Property/Land                                |  | X |
| Technology  |  | X |
| Other (please explain)  |  | X |

**6. IMPLICATIONS:**

Usage of Microsoft products is conditional on having a licence agreement in place; if we do not renew the licences by end of June 2021 then we will not be able to use any council desktop computers or back-office systems.

**7. REASON FOR THE DECISION:**

To allow the purchase of a three-year Microsoft Licencing Agreement from Trustmarque via the Kent Commercial Services Framework and provide continuity of service.

**8. EFFECTIVE DATE OF THE DECISION: 26 May 2021**

**9. BACKGROUND PAPERS:**

None

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## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT: Supplementary Estimate to Cover Costs Awarded Against the Council in Appeal P/58/19/PL**

**REPORT AUTHOR:** Neil Crowther, Group Head of Planning  
**DATE:** April 2021  
**EXTN:** x 37839  
**PORTFOLIO AREA:** Planning

#### **EXECUTIVE SUMMARY:**

Planning permission was refused for application P/58/19/PL. The decision was taken by the Development Control Committee (DCC) and was contrary to the advice of Officers from Arun District Council, West Sussex County Council (as Highway Authority) and the Council's appointed Highways Consultant. In deciding the subsequent appeal, the Inspector has concluded that the Council acted unreasonably in refusing planning permission and has awarded costs against the Council.

This award follows an award of costs for BE/69/19/OUT, Y/103/18/PL & EP/148/20/PL; all of which were refused planning permission contrary to the advice of Officers. Costs of £11,400 were paid from the Department budget for BE/69/19/OUT and a Supplementary Estimate of £33,000 was agreed at Cabinet on 11 January 2021 for Y/103/18/PL & EP/148/20/PL.

A further Supplementary Estimate is now sought to pay these further costs as the Department budget is unable to accommodate these significant additional payments.

#### **RECOMMENDATIONS:**

Cabinet is asked to make the following recommendation to Full Council:

To approve a supplementary estimate of a maximum of £26,000 to settle the awards of costs in respect of applications P/58/19/PL. Council tax band equivalent is £0.42 for £26k supp est.

## **1. BACKGROUND:**

- 1.1 This report follows previous reports to Cabinet in July 2020 and January 2021. The July 2020 report sought agreement for a supplementary Estimate of £40,000 so that the Council could employ consultants to defend three appeals against decisions made contrary to the advice of officers (including P/58/19/PL). The January 2021 report sought a further Supplementary Estimate of £33,000 to cover the costs awarded against the Council in two appeals where decisions were made at Development Control Committee contrary to the advice of officers. The award of costs was as a result of unreasonable behaviour in refusing planning permission. This report seeks another Supplementary Estimate of up to £26,000 to cover the costs awarded against the Council in another appeal where decisions were made at Development Control Committee contrary to the advice of officers. The award of costs was as a result of unreasonable behaviour in refusing planning permission.
- 1.2 Officers are still in discussion with the appellant around agreement on what the reasonable costs associated with the reasons for refusal were.
- 1.3 The report in July 2020 sought costs required to defend the appeals and made it clear that any award of costs for unreasonable behaviour in these appeals would be subject to further Supplementary Estimates.
- 1.4 In the case of this appeal, it was going to be difficult to defend a decision reached contrary to the advice of the technical expert in the way of the County Council as Highway Authority. This was made harder due to the fact that the Committee had sought an independent review of the proposals by an instructed consultant. This consultant supported the views of the County Council but the Committee did not accept this second view and refused the application.
- 1.5 The Inspector concluded that
- the access currently operates without any safety concerns,
  - cars parked in a nearby layby does not create significant problems,
  - volume of traffic using the access would be low,
  - conflict between pedestrians and cars would be infrequent, and
  - there would be no unacceptable impact on highway safety.
- 1.6 In awarding costs against the Council for unreasonable behaviour, the Inspector concluded;
- Extensive professional evidence did not support a refusal of planning permission.
  - No evidence was presented to convince the Inspector to disagree with these professionals.
  - Refusing to grant planning permission was unreasonable.

## **2. PROPOSAL(S):**

To agree a supplementary estimate of a maximum of £26,000 for the costs awarded against the Council in respect of these two appeals. The actual cost may be less as the Council seeks to interrogate the cost submissions.

**3. OPTIONS:**  
 1. To accept the officer recommendation; or  
 2. To consider that there are robust reasons not to accept the officer recommendation and refuse the application.

**4. CONSULTATION:**

| Has consultation been undertaken with: | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council           |     | x  |
| Relevant District Ward Councillors     |     | x  |
| Other groups/persons (please specify)  |     |    |

| <b>5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br/>(Explain in more detail at 6 below)</b> | YES | NO |
|---|-----|----|
| Financial   | x   |    |
| Legal   |     | x  |
| Human Rights/Equality Impact Assessment   |     | x  |
| Community Safety including Section 17 of Crime & Disorder Act   |     | x  |
| Sustainability  |     | x  |
| Asset Management/Property/Land  |     | x  |
| Technology  |     | x  |
| Other (please explain)  |     |    |

**6. IMPLICATIONS:**  
 Financial cost to the Council

**7. REASON FOR THE DECISION:**  
 The Council is required to settle the award of costs.

**8. EFFECTIVE DATE OF THE DECISION: 12 May 2021**

**9. BACKGROUND PAPERS:**  
 Details of the application, appeal and costs award are available under P/58/19/PL at [www.arun.gov.uk/weekly-lists](http://www.arun.gov.uk/weekly-lists)

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## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT:** Funding to Review/Update made Neighbourhood Development Plans

**REPORT AUTHOR:** Donna Moles – Senior Planning Officer

**DATE:** 9 April 2021

**EXTN:** 37697

**PORTFOLIO AREA:** Planning

#### **EXECUTIVE SUMMARY:**

The Council continues to support Parish Councils preparing Neighbourhood Development Plans (NDP) and NDP reviews following adoption of the Arun Local Plan 2018 in order to help deliver the housing requirement for the Local Plan period 2011-2031.

On 19 June 2017, Cabinet resolved to granting funding of up to £5,000 per Neighbourhood Plan Group (NPG) (up to £105k in total for all Parishes within ADC LPA) for any parish that is updating their Plan or creating a new Plan and will have reached a stage within 3 years (post Local Plan adoption) where a Plan is proposing an appropriate scale of housing development and this report proposes to continue the provision of this grant. In order to assist Parish Council's and those groups who intend to produce new or modified Plans, as a result of the Council's decision to update the Local Plan and consequent abandonment of the Non-Strategic Sites Development Plan Document, Arun District Council will provide grant funding of up to £5,000 per Parish for any Town/Parish that is updating their Plan and which will commence within 3 years (of this meeting date i.e. 17 May 2021).

Arun District Council receives funding from Central Government to support the preparation of Neighbourhood Plans and there is sufficient funding within this budget to be able to provide additional funding (over and above further government grants that are available) to support new or updated Neighbourhood Development Plans.

#### **RECOMMENDATIONS**

Cabinet is asked to:

1. Approve grant funding of up to £5,000 per Parish for any Town/Parish that is updating their Plan and will commence within 3 years (of the date of this meeting i.e. 17 May 2021);

2. Approval if given to delegate decisions on individual Parish grant distribution to the Group Head of Planning or his nominated representative; and
3. In order to aid the transition over to the Committee system, this report is also referred to the Planning Policy Committee for its information.

## **1. BACKGROUND:**

- 1.1 Arun District Council has an adopted Local Plan which seeks contribution of housing allocations towards the non-strategic (i.e. sites of typically below 300 dwellings) housing requirement of 1,250 dwellings, both from Neighbourhood Development Plans (NDP) and a Non-Strategic Sites Development Plan Document (DPD). On 15 January 2020 the Council decided to update the adopted Arun Local Plan 2018 (ALP2018) and consequently abandoned the NSSDD. The Council currently is unable to demonstrate a 5-year housing land supply (HLS) and has also been subject to penalties under the Government's Housing Delivery Test.
- 1.2 The Council updated its Local Development Scheme in July 2020. This set the overall plan making timetable for the local plan update for plan adoption in 2023 and reflects the Council's priorities for urgently updating the Development Management policies in the ALP2018. In the interim, Parishes that would have been subject to housing allocations through the NSS DPD may now need to rely on preparing or updating their own NDP to help address the council's shortfall in housing land supply and the 5-year HLS in particular. For this reason, the Neighbourhood grant regime needs to be updated and the deadline period extended to assist any Parishes wishing to progress NDP reviews within the next 2 years to help address the current plan housing shortfall.
- 1.3 On 19th June 2017, Cabinet resolved to granting funding of up to £5,000 per Neighbourhood Plan Group (up to £105k in total for all parishes within ADC LPA) for any town/parish that is updating their Plan or creating a new Plan and will have reached a stage within 3 years (post Local Plan adoption) where a Plan is proposing an appropriate scale of housing development and this report proposes to continue the provision of this grant. To date, 3 Parish and Town Councils have claimed this grant for updating their NDP.
- 1.4 Arun District Council is at the forefront in promoting Neighbourhood Planning. To further assist our Parish and Town Councils who intend to produce new or modified Plans we are proposing to provide grant funding of up to £5,000 per town/parish for any town/parish that is updating their Plan and will commence within 3 years (from the date of this meeting i.e. 17 May 2021).

## **2. PROPOSAL(S):**

- 2.1 At the moment, there is no legal obligation for Arun District Council to distribute the burden funding received by MHCLG, to Parish and Town Councils. Other authorities have decided to retain the monies received and put it towards any additional costs incurred as a result of Neighbourhood Plan production. However, it is recommended that in the spirit of our working relationships with Town and Parish Councils that we

allocate some of this funding. To date, 3 Parish and Town Councils have claimed grant for updating NDP which means that a remaining 18 Parishes can still apply and therefore, a total to be claimed could amount to £90,000.

3.2 There are no conditions attached to the burden funding received from Government, although Arun District Council needs to ensure complete transparency for clear accountability in order to provide an audit trail of where the money went and how it was spent. To this end we are seeking approval for allocating this funding of up to £5,000 per parish for any parish that is updating their Plan and will commence within 2 years (from the date of this meeting i.e. 17 May 2021).

3.3 In addition to this Arun NDP grant funding, the parishes can also claim grant funding from Ministry of Communities and Local Government (MHCLG). All groups writing a neighbourhood plan or neighbourhood development order will be eligible to apply for up to £10,000 in grant. Groups facing more complex issues can apply for specific packages of technical support where needed and may also be eligible for further £8,000 in grant.

### 3. OPTIONS:

The options considered are:

- A) Not provide the parish/town councils with any grant funding.
- B) Provide grant funding of up to £5000 per parish for any parish that is updating their Plan and will commence within 3 years (from the date of this meeting i.e. 17 May 2021).

Option A does not show any commitment to working with the groups in updating the plans. Option B reflects the spirit of Localism and our continued support for the parish/town councils to guide and assist them in bringing NDPs forward.

### 4. CONSULTATION:

| Has consultation been undertaken with:   | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council   |     | x  |
| Relevant District Ward Councillors   |     | x  |
| Other groups/persons (please specify)<br>Neil Crowther - Group Head of Planning<br>Karl Roberts - Director of Place<br>Claire Rowlands - Finance | x   |    |

| 5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br>(Explain in more detail at 6 below) | YES | NO |
|---|-----|----|
| Financial   | x   |    |
| Legal   |     | x  |
| Human Rights/Equality Impact Assessment   |     | x  |
| Safeguarding Adults/Children  |     | x  |

|   |  |   |
|---|--|---|
| Community Safety including Section 17 of Crime & Disorder Act |  | x |
| Sustainability  |  | x |
| Asset Management/Property/Land                                |  | x |
| Technology  |  | x |
| Other (please explain)  |  | x |

**6. IMPLICATIONS:**

The decision to approve the grant support has financial implications.

There are no time constraints imposed by Government within the regulations or legislation which is intended to promote flexibility, this Council can therefore set their own time frames with spending the money.

**7. RISK:**

The money being allocated is being funded through MHCLG Burden Funding for Local Planning Authorities for NDP work so the potential risks could be if this funding was no longer available.

**8. REASON FOR THE DECISION:**

To get authorisation for funding to support new or updated Neighbourhood Development Plans and provide greater certainty on the Council's commitment to this agreed approach.

**9. EFFECTIVE DATE OF THE DECISION: 26 May 2021**

**10. BACKGROUND PAPERS:**

**Planning practice guidance:**

*Updating a Neighbourhood Plan*

[Neighbourhood planning - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT: DELIVERY OF WEST BANK STRATEGIC ALLOCATION**

**REPORT AUTHOR:** Karl Roberts – Director of Place

**DATE:** 27 April 2021

**EXTN:** 37760

**PORTFOLIO AREA:** Planning & Technical Services

#### **EXECUTIVE SUMMARY:**

The successful delivery of the West Bank strategic allocation in the Local Plan requires a complex set of interactions in order to deliver the required homes, other uses and infrastructure. The ability to achieve this is also governed by viability considerations. The landowners have sought to take this project forward as a single entity through the use of development promoters. However, this has not been possible, largely on viability grounds. Therefore, this report seeks to promote an alternative approach where the Council will take the lead for preparing a Supplementary Planning Document to agree a comprehensive masterplan for a development to be delivered in phases where each phase works both in its own right but also contributes to the delivery of the overall masterplan. To improve the chances of a successful delivery of this development this work will also consider whether further development along the western bank of the river to the south of the allocation should be supported along with works between the allocation site and Clymping Beach to aid coastal defence.

#### **RECOMMENDATIONS:**

That Cabinet recommends to Full Council the following:

- 1) The Council commissions a detailed masterplan for the West Bank strategic allocation including indicative phasing and a comprehensive viability appraisal;
- 2) The Council commissions as complementary guidance a detailed policy statement for areas adjoining the allocation to the south including along the riverside and towards Clymping Beach;
- 3) Should any application for funding for this project submitted to the UK Community Renewal Fund be unsuccessful, then a supplementary budget of up to £100,000 to fund the cost of (1) & (2) above be agreed as the Council's contribution to the cost of the project;

This equates to a Council tax equivalent of £1.60 for a typical Band D property.

- 4) The Council accept financial contributions from third parties to support the delivery of (1) and (2) above; and

5) The Council establishes an Officer Working Group with representatives of key landowners and the relevant parish councils to take forward the project and hold wider consultative discussions with the wider community and stakeholders.

Cabinet is also asked to resolve:

That in order to aid transition to the new Committee system, this report is referred to the Economic Committee for inclusion in the Economic Committee's Work Programme.

## **1. BACKGROUND:**

- 1.1 The progression of delivering the West Bank Strategic Allocation as a single development opportunity has currently stalled. Two major site promoters were invited by the landowners to bid for the opportunity to promote the site for development. These site promoters undertook detailed due diligence, but this established that ground conditions were poor which consequently increased the likely construction costs. This coupled with the extent of the infrastructure required to deliver a satisfactory scheme impacted on the overall financial viability of the proposal. The site promoters decided not to enter into any formal agreement and withdrew because the financial risks were considered substantial. It is also worth noting at this juncture that external funding has also been sought in the past to assist with the delivery of the infrastructure, but these bids were unsuccessful.
- 1.2 As a consequence, a new approach is required if this Strategic Allocation is to be delivered. If it continues to be shown that the allocation is not deliverable then serious consideration should be given to de-allocating the site from the Local Plan, although this would also mean seeking an alternative location for the current proposal to deliver 1000 homes here. However, every opportunity should be taken to facilitate the delivery of the allocation before such an action is considered further.
- 1.3 It is also important to remember that the allocation is intended to be for a mixed use development with other uses associated with a riverside location also proposed including business and hospitality as well as an attractive riverside public realm including linkages with the proposed River Arun cycleway.

## **2. PROPOSAL(S):**

- 2.1 The previous approach sought the delivery of the allocation as a single development constructed in essence, in one go. The new approach being advocated is to seek to deliver the development as a series of discrete phases which can work both independently but also contribute to the delivery of a detailed masterplan.
- 2.2 To achieve this, a very detailed piece of work would need to be undertaken to update the current masterplan and set out the proposals in much greater detail. This would include showing how each individual phase would contribute to the required infrastructure either directly through on-site provision or through financial contributions, and how the issue of 'equalisation' is addressed so that each phase is subject to a similar financial burden. It would also need to be established whether there was a requirement for there to be an order in terms of the delivery of individual phases. For example, those phases which were intended to address flood defence measures first.
- 2.3 The image below shows the current extent of the West Bank Development.



Source: *Littlehampton Economic Growth Area - Development Delivery Study - Arun District Council -Final Report - June 2016*

- 2.4 In order for the Council to be able to be able to rigorously pursue the guidance produced as part of any decision making through the planning system the guidance will need to enjoy the status of a Supplementary Planning Document.
- 2.5 Whilst, the intention is not to expand the physical extent of the strategic allocation as set out in the Local Plan there are good reasons why it would be appropriate to consider other development opportunities both along the western side of the river and between the strategic allocation and the sea at Clymping Beach.
- 2.6 Firstly, the potential extent of the required flood defences along the river extends further south than the allocated area and therefore the opportunity should be taken to look to extend the extent of the potential development area further south.
- 2.7 Secondly, the recent breach of sea defences at Clymping Beach (2020) requires a strategic solution. The landowners and others have promoted some interesting solutions which warrant further considerations alongside the West Bank work as the allocation will need to be protected from any threat from the sea.
- 2.8 Since this would be outside the Local Plan allocation the Council would need to create and consult upon a positive policy narrative for these additional areas to sit alongside the supplementary planning guidance proposed for the strategic allocation.
- 2.9 The cost of producing the required SPD and parallel policy work and narrative will be significant because it requires the development of a comprehensive masterplan and detailed viability work for the allocation as a whole and the individual phases.

|   |            |           |
|---|------------|-----------|
| <p>2.10 Some soft market testing that has been undertaken suggests that a minimum budget provision should be made for at least £100,000. This is a significant sum of money and therefore the principal landowners have been contacted about the possibility of them making financial contributions to the cost of the required SPD work. Homes England have also been contacted to determine whether they would financially support the development of the SPD. Finally, West Sussex County Council has been invited on behalf of this Council to include the cost of this work in any bid to the UK Community Renewal Fund which was launched alongside The UK Levelling Up Fund by the Government in the budget. The outcome of these approached is awaited. Equally, third party contributions will be particularly helpful if the work reveals the need to address issues which could not have been reasonably foreseen and therefore increases the cost of the project.</p> <p>2.11 Progress on the project and future reports will be presented to the Planning Policy Committee at regular intervals.</p> <p>2.12 If Cabinet or Full Council decide to reject the principle of this project then the outcome in the short term will be even further pressure to allow development on unallocated sites to deliver the proposed 1000 homes. In the medium to long term the outcome is likely to require the de-allocation of the strategic allocation in either this plan or any updated Local Plan.</p> |            |           |
| <p><b>3. OPTIONS:</b></p> <p>1) To proceed as suggested.</p> <p>2) Vary the terms of the project.</p> <p>3) To reject the project.</p>  |            |           |
| <p><b>4. CONSULTATION:</b></p>  |            |           |
| Has consultation been undertaken with:  | <b>YES</b> | <b>NO</b> |
| Relevant Town/Parish Council  |            | x         |
| Relevant District Ward Councillors  |            | x         |
| Other groups/persons (please specify) – Key Landowners  | x          |           |
| <b>5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)</b>   | <b>YES</b> | <b>NO</b> |
| Financial   | x          |           |
| Legal   | x          |           |
| Human Rights/Equality Impact Assessment   |            | x         |
| Community Safety including Section 17 of Crime & Disorder Act   |            | x         |
| Sustainability  | x          |           |
| Asset Management/Property/Land  | x          |           |
| Technology  |            | x         |



|                        |  |  |
|------------------------|--|--|
| Other (please explain) |  |  |
|------------------------|--|--|

**6. IMPLICATIONS:**

To undertake this project will require a significant investment which is not currently budgeted for. The guidance produced will be a material consideration in future planning decisions.

**7. REASON FOR THE DECISION:**

To facilitate the delivery of the West Bank strategic allocation in the Local Plan.

**8. EFFECTIVE DATE OF THE DECISION: 14 July 2021**

**9. BACKGROUND PAPERS:**

None

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## ARUN DISTRICT COUNCIL

### REPORT TO AND DECISION OF CABINET ON 17 MAY 2021

**SUBJECT: Covid Discretionary Business Grant Funding**

**REPORT AUTHOR: Miriam Nicholls, Business Development Manager**

**DATE: 22nd April 2021**

**EXTN: 37845**

**PORTFOLIO AREA: Economy Group**

**EXECUTIVE SUMMARY:** The report provides a background to Discretionary Grant Funding and proposes spending on projects to provide wider business support.

#### **RECOMMENDATIONS:**

That Cabinet:

Agrees the spending from the Discretionary Business Grant fund as set out in the report.

#### **1. BACKGROUND:**

Shortly after the first Lockdown in March 2020 Government provided funding for Discretionary Grants for businesses. This funding has continued with sums being allocated at various points during 2020 and now into 2021.

Arun's funding has been distributed to businesses in line with the West Sussex Additional Restrictions Discretionary Grant scheme which has been adopted by all West Sussex Districts and Boroughs and has previously been agreed by this Council.

Government guidance states that funding should be used to provide direct grants to businesses but may also be used for wider business support. This Council agreed that up to 49% might be used for this purpose, but direct grants should be a priority.

Arun has gone to great lengths to encourage applications for Discretionary Grants and, based on the last 'League Table' published by BEIS, was second in West Sussex for the number of grants provided. At the time of writing this report £1,837,934 had been paid. This represents 39.93% of our total allocation of £4,643,182 received to date. These figures will be updated at the meeting. BEIS advised, in early March, that further 'top ups' of up to 25% will not be made available until existing allocations of funding has been used. That advice changed on 14 April and no further Top Ups will be made available unless all allocated funds are spent by 30 June 2021. This has considerably shortened the timetable and means it is unlikely that Arun will receive additional funding since, without being able to ringfence the funding referred to in this report, and that is no longer possible, our full allocation will not be spent by 30 June. Officers have made representations to

BEIS regarding this short timescale.

However, we are still able to offer a range of wider business support but on a slightly smaller scale.

### Wider Business Support

Now that a Roadmap is in place for the lifting of restrictions it follows that calls on Discretionary Grant funding will slowly decline, although grants can be paid until 31 March 2022. It would seem a suitable time to consider how funding might be spent on wider Business Support projects.

## **2. PROPOSALS**

A range of possible projects to provide wider business support has been considered. These are below and the table provides the suggested allocation for each specific project. When considering these ideas, it is important that we do not duplicate other provision, such as The Business Hot House but rather fill gaps where support is lacking. With that in mind discussions have been held with Coast to Capital for their thoughts on gaps that might be filled, and the Hot House programme has been considered to avoid duplication.

### High Street Support

Several 'Apps' have been developed to allow shoppers to order online from retailers in a town and collect from one point. This option has been extensively researched with the aim of offering it to Arun's 3 towns. However, now that restrictions are being lifted it is considered that the take up is likely to be low. For this reason, this option has been put to one side and retailers can be supported in other ways.

### Get Online and Upgrade

There can be little doubt that businesses who have been able to continue to trade online have suffered less than others. Many businesses have been slow to establish an online presence and those that are online do not always make the most of their presence or know how to do so.

A 'get online and upgrade' project could be undertaken very quickly. This would assist not only High Street businesses but any business wishing to purchase or upgrade a web site to showcase their product or service to potential customers. Some may wish to upgrade to allow a purchasing capability, but that need not be a condition of a grant. A match funded grant could be offered.

This project would link well with the West Sussex Gigabit Project and with a soon to be launched online training package for retailers which has been contracted by all seven West Sussex District and Borough Councils and is aimed at retailers, but will be equally useful to other businesses.

Additionally, a further series of webinars could be produced to assist non-retail businesses with their online capability.

The online webinar approach has been used by Horsham District Council as a training delivery method for their local business community during the pandemic and has received

a greater uptake than previous face to face training.

Links with:

Arun Economic Development Strategy 2020-2025

- Support Business Improvement Districts and town centre management.

West Sussex County Council

- West Sussex Gigabit Project

Coast to Capital LEP – Gatwick 360

- To enable our bold new approach, investment in physical, digital and intellectual infrastructure is essential if we are to adapt and thrive in a post COVID-19 world.

### New Business Start Up Support

It is predicted that business start-up numbers will increase across the UK during 2021. The Business Hot House provides a wide range of support for start-up businesses but their grant support starts at £4,000 and must be match funded which is often beyond the reach of many very small start-ups.

A start up fund akin to our very successful LEAP grants, aimed at businesses less than one year old, would help to encourage those that do not wish to access the slightly larger sums at this present time. This is an approach that other District & Boroughs in West Sussex are also considering.

A light touch business plan would be required, with a standard template, and successful candidates could also be referred to The Business Hot House for support. Except for retail businesses which are excluded from the Hot House programme and funding, but could be found support in other ways that are referred to later in this report.

Links with:

Arun Economic Development Strategy 2020-2025

- Priorities; a growing business population, new business creation

Coast to Capital LEP Business Hot House support.

### Greener Business Grants

A green grant is a generic term used to describe any type of energy saving or pollutant reducing type of business grant. Grants may be used for energy efficiency measures, such as LED lighting, insulation or heating controls, or for larger projects such as converting to different energy methods or Electric Vehicles. This grant stream will encourage businesses to consider making small changes which will benefit their business and the environment. Maximum £10k grant, match funding will be required.

Links with

Arun Economic Development Strategy 2020-2025

- Priorities; a growing business population, new business creation, growing micro businesses into SMEs

## LEAP Grants

The West Sussex LEAP grants, started by Arun, have proved very useful and are often oversubscribed. This project is usually funded by a bid to the West Sussex Strategic Infrastructure Fund (SIF). It has been suggested that because all West Sussex District & Boroughs have access to Discretionary Grant funding it is preferable to fund the 2021/22 round from that Discretionary Grants Fund. Our usual budget is £72,00. It is recommended this is increased slightly to avoid oversubscription issues. The addition of a business plan would also be made – potentially utilising the template from the smaller Start Up Fund. This fund would be aimed at businesses 1-5 years old. The focus would be on equipment purchase rather than less quantifiable items.

All of the Grants proposed could be run through Grant Approval which is the system being used to award the Discretionary Grants. This allows an easy audit process for ourselves and monitoring for the returns required by BEIS.

Links with:

Arun Economic Development Strategy 2020-2025

- Priorities; a growing business population, new business creation, growing micro businesses into SMEs

Coast to Capital LEP Business Hot House support

## Retail Support

As mentioned elsewhere in this report a package of retail support has been commissioned for use across West Sussex. This will be online and available to all businesses. However, it is likely that many new start businesses may be some sort of retailing and, as the report also mentions, these businesses are currently excluded from accessing start up support via the Business Hot House. It is proposed to purchase a package of support either online, one to one or a mixture of both.

Links with:

Arun Economic Development Strategy 2020-2025

- Priorities; a growing business population, new business creation, growing micro businesses into SMEs

## Networking

The Arun Business Awards are an annual opportunity for businesses to network on a large scale. This event has been running for many years and is extremely popular. It was not possible to run the event in 2020 and will not be possible again in 2021. It is proposed that a large networking Restart Event should take its place in November 2021. A keynote speaker would be used to provide a motivational event for Arun's businesses with the addition of a large networking opportunity. This would provide a quality event for Arun's businesses at a time when it is likely to be needed and welcomed.

Links with:

Arun Economic Development Strategy 2020-2025

- Priorities; a growing business population, new business creation, growing micro

businesses into SMEs

Other Opportunities

Cabinet will be aware that opportunities present themselves at very short notice and often cannot be taken up due to funding constraints. It is proposed that an additional sum be included within this budget for such occasions that may occur between now and March 2022. If that does not happen or the funding is required for direct grants it will be used for that purpose. If it remains unspent it will eventually be returned to Government. Any opportunities will be required to link with existing strategies and plans prior to consideration.

Summary and Funding

The table below shows each project with costs and potential outputs.

| Project                 | Budget   | Notes   |
|-------------------------|----------|---|
| Get Online & Upgrade    | £100,000 | Maximum £2.5k grant – at least 40 businesses supported                  |
| Start Up Grants         | £100,000 | Maximum £2k grant – at least 50 businesses supported                    |
| Greener Business Grants | £200,000 | Maximum £10k grant – at least 20 businesses supported                   |
| LEAP Grants             | £100,000 | Maximum £2.5k grant – at least 40 businesses supported.                 |
| Retail Support Package  | £20,000  | One off purchase. Online resources will remain available for future use |
| Networking Event        | £15,000  |   |
| Future Opportunities    | £65,000  |   |
|                         | £600,000 |   |

**3. OPTIONS:**

The option to only provide support to businesses via direct Discretionary Grants has been considered and rejected.

**4. CONSULTATION:**

| Has consultation been undertaken with: | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council           |     | x  |
| Relevant District Ward Cllrs           |     | x  |
| Other groups/persons (please specify)  |     | x  |

| 5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: | YES | NO |
|--|-----|----|
|  |     |    |

|   |  |   |
|---|--|---|
| <b>(Explain in more detail at 6 below)</b>                    |  |   |
| Financial   |  | X |
| Legal   |  | X |
| Human Rights/Equality Impact Assessment                       |  | X |
| Community Safety including Section 17 of Crime & Disorder Act |  | X |
| Sustainability  |  | X |
| Asset Management/Property/Land                                |  | X |
| Technology  |  | X |
| Other (please explain)  |  | X |
| <b>6. IMPLICATIONS:</b>                                       |  |   |
| None.   |  |   |

**7. REASON FOR THE DECISION:**  
 To allow funds to be used to support Arun's business community in a variety of ways.

**8. EFFECTIVE DATE OF THE DECISION: 26 May 2021**

**9. BACKGROUND PAPERS:**  
 None



## ARUN DISTRICT COUNCIL

### REPORT TO CABINET ON 17 MAY 2021

**SUBJECT: Place St Maur Project, Bognor Regis**

**REPORT AUTHOR: Rachel Alderson – Principal Landscape & Project Officer**

**DATE:** April 2021

**EXTN:** 37946

#### **EXECUTIVE SUMMARY:**

This report seeks approval of the Heads of Terms for the Place St Maur construction contract procurement process and the Esplanade traffic studies.

#### **RECOMMENDATIONS:**

Cabinet is requested to:

1. Approve the Heads of Terms, as set out in the report, for the Place St Maur construction contract procurement process; and
2. The budget of £70K approved by Full Council for the Esplanade traffic studies be noted and the Heads of Terms, as set out in the report, for the procurement process be approved.

#### **1. BACKGROUND:**

##### **1.1 Project summary**

Public realm design improvements for the Place St Maur and the Esplanade were displayed during a public consultation between 11 February and 8 March 2021. Results of the consultation identified the most popular features from the consultation and were used to develop the preferred option.

Cabinet Decision (C/032/16112020) approved the preferred design for the scheme and the design team have been progressing the technical designs for Place St Maur to enable the tender information to be collated.

The purpose of this report is to ensure that the project team follow the correct approvals process in line with changes to the Constitution. The new Constitution requires the project budget and Heads of Terms to be approved prior to commencing a procurement process.

## 1.2 Place St Maur construction contract procurement

A capital budget of £1.5m has been identified to deliver the Place St Maur construction works. Cabinet Decision C/032/16112020 recommended to Full Council the approval of a supplementary estimate of £370K as partnership funding, and that the drawdown and expenditure of £1.2m external funding from Coast to Capital be approved. These recommendations were ratified by Full Council at their meeting on 13 January 2021 (minute 414).

The procurement process will need to be undertaken during Summer 2021 in order that works may begin on site in Autumn 2021. A tender will be published on the Council's portal and will invite submissions which respond to both quality and price.

## 1.3 Esplanade traffic studies procurement

While there is no funding allocated for delivering the Esplanade proposals at the current time a budget sum of £70K is included, within the approved funding in 1.2 above, to undertake traffic studies, which will assess the impact of temporarily closing a section of the Esplanade for the purpose of holding events.

Officers from WSCC have prepared a brief for the traffic studies which will enable ADC to publish a tender for this work. It is anticipated that the studies will take place during Summer 2021.

## **2. PROPOSAL(S):**

### 2.1 Place St Maur Heads of Terms

It is proposed to procure a construction works contract for Place St Maur on the basis of the following heads of terms:

- a. Scope: Delivery of the public realm improvements to Place St Maur in accordance with the preferred option approved by Cabinet, contained within a total budget of £1.5m.
- b. Duration of contract: 6 months construction period with 12 months defect period.
- c. Form of contract: JCT Intermediate with Contractor Design, with any amendments to the standard terms to be agreed by Legal Services.

### 2.2 Esplanade Traffic Studies Budget

The approved project budget includes an allocation of £70K for the Esplanade traffic studies as part of the total project costs. It is proposed that Cabinet note the expenditure of the sum for this purpose.

### 2.3 Esplanade Heads of Terms

It is proposed to procure traffic study services for the Esplanade on the basis of the following heads of terms:

- a. Scope: To undertake traffic investigation studies in Bognor Regis which assess the impact of a temporary road closure of a section of the Esplanade (between Clarence Road and Lennox Street), contained within a budget of £70K. The services will include a desktop assessment, data collection, traffic analysis, transport modelling, stakeholder engagement and a report with recommendations.
- b. Duration: 8 months
- c. Form of contract: Council standard terms and conditions, to be prepared by Legal Services.

### 3. **OPTIONS:**

- a. To approve the recommendations as set out in this report.
- b. To not approve the recommendations.

### 4. **CONSULTATION:**

The heads of terms are not subject to consultation. Stakeholder engagement was undertaken early in the design phase and a public consultation on the concept designs took place between 11 February and 8 March 2021.

| Has consultation been undertaken with:  | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| Relevant Town/Parish Council  |            | ✓         |
| Relevant District Ward Councillors  |            | ✓         |
| Other groups/persons (please specify)   |            | ✓         |
| 5. <b>ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br/>(Explain in more detail at 6 below)</b> | <b>YES</b> | <b>NO</b> |
| Financial   | ✓          |           |
| Legal   | ✓          |           |
| Human Rights/Equality Impact Assessment   |            | ✓         |
| Community Safety including Section 17 of Crime & Disorder Act   |            | ✓         |
| Sustainability  | ✓          |           |
| Asset Management/Property/Land  | ✓          |           |
| Technology  |            | ✓         |
| Safeguarding  |            | ✓         |
| Other (please explain)  |            | ✓         |

### 6. **IMPLICATIONS:**

- Financial – The Council has committed to drawing down funding for the project.
- Legal – A contract will be awarded to the successful tenderers.
- Sustainability – Sustainability is a factor when sourcing materials for the scheme and consideration of maintenance of the completed project.
- Asset Management/Property/Land – ADC will retain responsibility for Place St Maur on completion and therefore its maintenance.

**7. REASON FOR THE DECISION:**

To progress enhancement plans for the Place St Maur site in accordance with the project programme and to determine the impact of a temporary closure on the Esplanade.

**8. EFFECTIVE DATE OF THE DECISION: 26 May 2021**

**9. BACKGROUND PAPERS:**

[Cabinet 9 March 2020 – Minute 499](#)

[Full Council 22 July 2020, Minute 114](#)

[Environment & Leisure Working Group – 3 September 2020, Minute 14](#)

[Cabinet 16 November 2020, Minute 285](#)

[Environment & Leisure Working Group 10 December 2020, Minute 22](#)

[Full Council 13 January 2021, Minute 414](#)

[Cabinet 22 March 2021, Minute 9](#)

[Environment & Leisure Working Group 25 March 2021, Minute 32](#)

## ARUN DISTRICT COUNCIL

### REPORT TO CABINET ON 17 MAY 2021

**SUBJECT: THE COUNCIL'S RESPONSE TO THE COVID-19 PANDEMIC SITUATION**

**REPORT AUTHOR:** Nigel Lynn, Chief Executive  
**DATE:** 22 April 2021  
**EXTN:** 37600  
**PORTFOLIO AREA:** Corporate Support

**EXECUTIVE SUMMARY:** This report updates Cabinet on the Council's response to the pandemic situation.

#### **RECOMMENDATIONS:**

Cabinet is requested to resolve to:

- (1) note the actions taken to date.

#### **1. BACKGROUND:**

- This report provides an update on progress since the last Cabinet report of 22 March 2021 in relation to the Covid-19 response by the Council. Members are asked to note that due to the report being written in advance of the Cabinet meeting, the actual date range that this update is for, is from 8 March 2021 (the date of writing the report to Cabinet on 22 March 2021) to 22 April 2021 (the date of writing this report).
- Members are asked to note that the detailed work that all officers are doing across all departments in relation to responding to the Covid pandemic is causing significant strain and pressure on resources and many other projects and workstreams cannot be implemented to full capacity until after the Covid pandemic.
- On 5 April 2021, the Prime Minister confirmed that the 'COVID-19 Response – Spring 2021' roadmap is on track and planned easements can go ahead. Significant parts of the indoor economy and further outdoor settings will reopen from 12 April, after data confirmed the government's "four tests" for easing Covid restrictions had been met. However, the Prime Minister continued to urge caution, with no changes to social contact rules and many restrictions still in place. Outdoor gatherings must still be limited to 6 people or 2 households, and you must not socialise indoors with anyone you do not live with or have not formed a support bubble with. From Monday 12 April

additional premises will be able to reopen – with the rules on social contact applying. Indoor settings must only be visited alone or with household groups, with outdoor settings limited to either six people or two households.

- The impact on the Council is (at the time of writing this report):
  - **Easing of restrictions** - The Council will be reviewing the latest guidance from Government in relation to the easing of restrictions and will implement the necessary actions to comply with each stage as directed by Government.
  - **Future preparations** – Officers have been working to ensure there are extra cleansing regimes and additional litter emptying as we are expecting towns, seafronts and play areas to be busy over the coming weeks as we move through the stages of the roadmap out of lockdown.
  - **Emergency Management Team (EMT)** – they are meeting weekly (each Monday) to consider all current issues in relation to the Covid response. The EMT and Corporate Management Team (CMT) regularly review the capacity in each service area due to work pressures and staff absences. It should be noted that staff are under increased pressure to perform existing workloads as well as responding to the Covid pandemic.
  - **Staff attendance at Council offices** - Staff attendance remain low in Corporate offices and no areas of concern are noted. Staff attending reported through to CMT for Group Heads to review to ensure essential staff only are in attendance. Staff will continue to work from home and the Council offices closed to the public (apart from reception for homelessness presentations) until further guidance is given by Government. Government advice is to continue to work from home, expectation currently is that this will not change before 21 June, which is the date the Government are hoping that most restrictions on social interactions are lifted. Phased return to the offices will be planned through the EMT group and pandemic control measures will be needed on a long-term basis. Staff working in civic buildings will be encouraged to take the lateral flow tests to improve safety of themselves and colleagues. No Councillors or staff are permitted to enter the building unless this has been agreed with Management/Group Heads.
  - **Covid Marshalls** – Arun has been working with East Hants to assist with this role including officers patrolling the District including hotspot areas. Arun's Environmental Health team have continued to patrol the smaller supermarkets, garden centres, click and collect premises, where they receive complaints from the public and where there are positive cases confirmed. East Hants have provided regular feedback reports to Arun so that appropriate action can be taken where necessary.
  - **Environmental Health & Enforcement** - Work by Environmental Health continues advising and enforcing the business restrictions which have changed regularly, as well as managing workplace-based outbreaks.
  - **Implementing Guidance** - The Council is working to ensure that all Government Guidance is adhered to and that all procedures for dealing with Covid related matters including grants, enforcement etc are followed.
  - **Vulnerable assistance** - We continue to provide the necessary support to the most vulnerable in conjunction with WSCC, via the community hub.
  - **Rough Sleepers** - We continue to work with partners such as Stonepillow and Turning tides to protect these individuals.

- **May 2021 elections** – officers are working to Government guidance to ensure that the elections are conducted in a safe and Covid secure manner. Information will be given to Councillors, the public and staff involved in the Elections as more clarification is received for all of the different aspects of administering and delivering the elections.
- **Virtual Meetings** - On 7 May 2020 Government Regulations came into force to enable Councils to hold virtual meetings for one year, providing certain conditions were met in relation to ensuring openness and public access. There are no current plans by the Government to renew the Regulations from 7 May 2021 and venues to hold Council meetings in a COVID secure environment are very limited. Staff are instructed, by the Government, to work from home until at least 21 June 2021. The Chief Executive may be looking to use his emergency powers to continue with Virtual meetings until after 21 June 2021 when it is planned that all social distancing stipulations may no longer be in place. Alternatively, a Special Full Council meeting may be called to determine the Council's position on virtual meetings. Should virtual meetings continue, the public will be able to participate for Public Question Time and public speaking, as they have done over the past year.
- It should be noted that the Council has continued to offer its services throughout the pandemic with the following notable achievements during this difficult time:
  - 391 households offered accommodation and services maintained throughout
  - Hardship fund has paid out £823k to 12,912 households
  - Small Business Grant Fund has paid out £39.7m to 3,702 businesses
  - The Discretionary Grant Fund has awarded £3,073,295 to 479 businesses (and rising)
  - 70 virtual Council meetings and briefings have been held
  - We have posted on social media 2,255 times. 1,000 on Facebook, 750 on Twitter and 505 on Instagram.
  - We have collected 28,499 tonnes of refuse
  - We have collected 344.98 tonnes of litter
  - We have collected 13,177 tonnes of recycling
  - We have handled 149,554 calls and 2,349 webchat interactions

### Communications

- Contact via social media continues to be a popular means of gathering information. Weekly reminders of our news bulletins and social media posts are issued including regular reminders about social distancing, avoiding busy places and considerate use of our beaches and town centres. The public are being kept well informed of all key messages.
- Councillors, Partners of Arun and the Town and Parish Councils have been updated with new information from partners, other authorities and Government bodies via emailed briefing notes from the Leader of the Council and the Chief Executive since the start of the pandemic in March 2020. These have been issued every week since 24 March 2020.

### Welfare of Staff, Members and the Public

- Staff are working from home unless they have made specific arrangements. Staff attending an office location must take all Covid precautions set out by the CEO.
- The Council has not opened its reception areas (apart from providing a service to homeless presentations), meeting rooms or communal areas in line with Government guidance and officers are working hard to ensure that the public can access all services either online or via our contact centre.
- After 21 June 2021, the government will complete a review of social distancing and other measures that have been put in place to cut transmission, in order to inform decisions on the timing and circumstances under which rules on 1 metre plus, the wearing of face coverings, etc, may be lifted. This will also inform guidance on working from home (which should continue wherever possible until this review is complete) and the reopening of Council offices to more staff and customers. The Council will not be allowing all staff back into the office or opening the Council offices (apart from the reception area for homelessness presentations) until guidance is received from Government.
- Arun is continuing to liaise with the County Council so that assistance is coordinated via the West Sussex Community Hub. Directing enquiries to the Community Hub as a single point of contact will ensure that residents are properly identified, and their issues logged so that their enquiry can be directed to the most appropriate service.

### Covid-19 Prevalence

- Councillors, Partners of Arun and the Town and Parish Councils have been updated on the prevalence of Covid in West Sussex by way of the regular briefing notes since the middle of March 2020 on a weekly basis.
- The West Sussex Covid Health Protection Board continues to monitor prevalence of Covid-19 cases. The Corporate Management Team, relevant Group Heads and our Communications Team are being informed of the numbers of Covid cases in both Arun and the whole of West Sussex and this is being communicated to officers and Councillors on a regular basis. Covid prevalence in the District is finally starting to reduce, although still high. Data is being collated and analysed every day to identify outbreaks. Interventions to support and manage the outbreak are delivered by WSCC Public Health or our Environmental Health team.
- The Council is ensuring that social media and our website communications are regularly updated with information relating to the roll out of the vaccination programme so that the public are aware that their GP surgeries will contact them directly to arrange for a vaccination to take place. Councillors are also forwarded the regular West Sussex Vaccination Updates as they are received.
- The Council has been giving information to local businesses via social media, our website and targeted Arun Business Partnership publications regarding the Community Testing Programme (Lateral Flow Tests) for which can be provided for the



delivery of asymptomatic testing to businesses. Further publicity has been given to the latest announcement by Government (5.421) that everyone in England will be able to access free, regular, rapid coronavirus testing from 9 April 2021.

### Financial Impact of Covid-19

- The financial effects of Covid-19 have been severe for the Council, in common with other local authorities across the country. The pandemic will continue to have financial implications for the Council.
- Arun has received the following Covid funding from Government to address wider cost pressures. Arun's allocation to date is £498,760.00.
- Details of all funding received by the Council as a result of the Covid Pandemic are listed in Appendix A which is **attached** to this report (as of 19.4.21).
- WSCC have a £10m "Contained Outbreak Management" (COMF) grant and receive more each month on a per capita basis. WSCC and District and Borough Councils are currently working through the detail of how to distribute this fund and how it could be best spent.
- The Communities Secretary has announced a new £56 million Welcome Back Fund to boost tourism, improve green spaces and provide more outdoor seating areas, markets and food stall pop-ups. Part of this funding will be allocated specifically to support coastal areas, with funding going to all coastal resorts across England to safely welcome holiday makers in the coming months. Arun District Council has been allocated £208,718 from this fund. Officers will be working to prioritise how this money is allocated to various projects and will liaise with Town and Parish Councils as well to seek their potential requirements.
- The Government has announced the [allocation of £100 million to 266 local authorities to support the recovery of publicly-owned leisure centres and gyms](#). The National Leisure Recovery Fund, which opened in December 2020 and is managed by Sport England, was established to provide funding for the leisure sector to successfully reopen. Arun District Council has been allocated £331,690 from this fund and officers are working with Freedom Leisure to address the ongoing financial implications of the pandemic. With the leisure centres reopening from 12 April 2021 (in a limited capacity), it is hoped that the financial situation will start to improve in the coming months.
- The Council has been giving information to local businesses via social media, our website and targeted Arun Business Partnership publications regarding the various grants available to them.
- Business premises forced to close in England can receive grants under the Local Restrictions Support Grant (LRSG) and Discretionary Grants via the Additional Restrictions Support Grant (ARG). The Local Restrictions Support Grants (LRSG - rateable value based mandatory grants) is being dealt with by the Council's Revenues Team. The Additional Restrictions Support Grant (ARG - Discretionary Grants) are

being dealt with by the Economic Development Team. In addition, people who have to self-isolate can receive a payment of £500 (for those on lower incomes who cannot work from home and have lost income as a result) and the Council continues to make payments receipt of a valid application. As of 19.4.21, the following payments have been made.

**The Additional Restrictions Support Grant (ARG - Discretionary Grants):**

| <b>Scheme Name</b>  | <b>Submitted Claims</b> | <b>Claims Approved</b> | <b>Claims Approved Value</b> |
|---|-------------------------|------------------------|------------------------------|
| Additional Restrictions Discretionary Grant - Businesses with RV or property costs up to £15K pa    | 277                     | 162                    | 200,835.00                   |
| Additional Restrictions Discretionary Grant - Businesses with RV or property costs up to £15K pa R3 | 453                     | 237                    | 807,620.00                   |
| Additional Restrictions Discretionary Grant - Business-RV or property costs over £15k to £51k pa    | 52                      | 29                     | 50,340.00                    |
| Additional Restrictions Discretionary Grant - Business-RV or property costs over £15k to £51k pa R3 | 66                      | 17                     | 100,000.00                   |
| Additional Restrictions Discretionary Grant - Eligible market trader                                | 12                      | 7                      | 3,500.00                     |
| Additional Restrictions Discretionary Grant - market trader / taxi driver R3                        | 25                      | 23                     | 22,550.00                    |
| Additional Restrictions Discretionary Grant - RV or Property costs of over £51K pa                  | 17                      | 7                      | 19,334.00                    |
| Additional Restrictions Discretionary Grant - RV or Property costs of over £51K pa R3               | 13                      | 2                      | 18,000.00                    |
| Discretionary Grant - Businesses with RV or property costs up to £15K pa R4                         | 330                     | 249                    | 894,325.00                   |
| Discretionary Grant - Business-RV or property costs over £15k to £51k pa R4                         | 46                      | 22                     | 130,000.00                   |
| Discretionary Grant - market trader / taxi driver R4  | 24                      | 21                     | 20,700.00                    |
| Discretionary Grant - RV or Property costs of over £51K pa R4                                       | 5                       | 1                      | 9,000.00                     |
| Discretionary Grant R5- market trader / taxi driver   | 25                      | 21                     | 40,850.00                    |
| Discretionary R5 & Discretionary Restart Grant - Businesses with RV or property costs up to £15K pa | 314                     | 204                    | 1,002,167.00                 |
| Discretionary R5 & Discretionary Restart Grant - RV or property costs over £15k to £51k pa          | 27                      | 9                      | 74,000.00                    |
| Discretionary R5 & Discretionary Restart Grant - RV or Property costs over £51K pa                  | 7                       | 2                      | 24,000.00                    |

|   |     |    |           |
|---|-----|----|-----------|
| Local Restriction Support Grant (Open) Tier 2/3/4 Discretionary RV over £51K -2.12 - 25.12.20     | 32  | 19 | 30,201.60 |
| Local Restriction Support Grant Open T4 Discretionary RV / property costs up to £15K 2 - 25.12.20 | 152 | 64 | 47,470.75 |
| Local Restriction Support Grant Open Tier 2/3/4 Discretionary RV £15-£51K 2.12- 25.12.20          | 72  | 35 | 37,118.27 |

**The Local Restrictions Support Grant (LRSG - rateable value based Mandatory Grants) and Christmas Support payment to Wet-Led Pubs:**

| Grant Type  | No. of Applications received | No. of Applications paid | Value         | No. of Applications awaiting assessments |
|---|------------------------------|--------------------------|---------------|--|
| Tier 2 Restrictions Grant for Closed Businesses                             | 45                           | 33                       | £19,763.50    | 0  |
| Tier 4 Restrictions Grant for Closed Businesses                             | 794                          | 743                      | £419,622.50   | 2  |
| Business Support Package for Lockdown from 05/01/21                         | 969                          | 890                      | £8,484,478.00 | 2  |
| Christmas Support Payment for wet-led pubs (AAA) Fixed Value: £1,000        | 57                           | 51                       | £51,000.00    | 0  |
| Grant for Closed Businesses – 02/12/20 to 25/12/20                          | 56                           | 42                       | £34,508.00    | 0  |
| National Restrictions Grant - November 2020                                 | 924                          | 819                      | £1,291,394.00 | 0  |
| LRSG (second Cycle) 16/02/21 – 31/03/21                                     | 13                           | 5                        | £16,239.00    | 6  |
| Restart Grant 1 – Non Essential Retail                                      | 170                          | 141                      | £422,704.00   | 22                                       |
| Restart Grant 2 – Hospitality, accommodation, Leisure, Personal Care & Gyms | 403                          | 331                      | £3,156,000.00 | 75                                       |

**2. PROPOSAL(S):**

Cabinet is requested to note the actions taken to date.

|  |            |           |
|--|------------|-----------|
| <b>3. OPTIONS:</b>   |            |           |
| To note this update report or;<br>To request further information   |            |           |
| <b>4. CONSULTATION:</b>  |            |           |
| Has consultation been undertaken with:   | <b>YES</b> | <b>NO</b> |
| Relevant Town/Parish Council   |            | X         |
| Relevant District Ward Councillors   |            | X         |
| Other groups/persons (please specify) - Cabinet  | ✓          |           |
| <b>5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:</b>  | <b>YES</b> | <b>NO</b> |
| Financial  | ✓          |           |
| Legal  |            | X         |
| Human Rights/Equality Impact Assessment  |            |           |
| Community Safety including Section 17 of Crime & Disorder Act  |            | X         |
| Sustainability   |            | X         |
| Asset Management/Property/Land   |            | X         |
| Technology   |            | X         |
| Other (please explain)   |            |           |
| <b>6. IMPLICATIONS:</b>  |            |           |
| <p>6.1 The Council also has limited funds to be able to make direct interventions to assist the public and businesses but continues to focus on good communication utilising the Government's Covid Outbreak Management Fund. Additionally, the Council continues to promote and manage Government grants to businesses and the public. In addition, through regular briefings, social media and videos, the Council also provide community leadership and guidance.</p> <p>6.2 The Government has continued to support the Council with grants, which covers a proportion (about 70%) of our losses, but there remains a shortfall of our income, particularly in relation to rents, leisure and car park shortfalls, which is concerning as we look to 2022/23. Although the 2021/21 budget was balanced, this has been partly due to grants and partly due to reduced spend.</p> <p>6.3 The second Lockdown has increased implications on staff workload, capacity and mental health as we strive to continue to provide day to day services, whilst working from home, many with childcare issues (when the schools are closed) until at least 21 June 2021. Members are asked to note that the detailed work that all officers are doing across all departments in relation to responding to the Covid pandemic is causing significant strain and pressure on resources and many other projects and workstreams cannot be implemented to full capacity until after the Covid pandemic has eased</p> |            |           |

fully. Despite the negative effect that the pandemic is having on normal officer duties, in the main, front line services remain fully operational.

6.4 It should be noted that the easing of restrictions will be of benefit to all, however it will entail the continued hard work and dedication of staff to ensure that services are reopened and reintroduced over the coming months.

**7. REASON FOR THE DECISION:** For Cabinet to note the Council's response to the Covid-19 Pandemic.

**8 EFFECTIVE DATE OF THE DECISION:** 17 May 2021

**9. BACKGROUND PAPERS:** None

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**Appendix A – Covid Grants received by Arun District Council to 19.4.21**

| <b>Description</b>                            | <b>Amount received (£'000)</b> | <b>Comments</b>   |
|---|--------------------------------|---|
| Restart Grant                                 | 8,448                          | Payments to be made by 30th June 2021   |
| Additional Restrictions Support Grant (ARSG)  | 4,643                          | Runs to 31 March 2022 (subject to reconciliation / payback); £1m spend agreed by CMT for wider a community support; report to Cabinet in May 2021 |
| Closed Business Lockdown payment              | 4,060                          | Applications by 31/05/2021; payments by 30/06/2021  |
| Additional Restrictions Grant                 | 978                            | Indicative top up allocations for the Additional Restrictions Grant, provided that the condition in the ARG guidance have been met                |
| Contained Outbreak Management Fund            | 697                            | Expenditure planned; funds awaited from WSCC  |
| Covid-19 related Non-ringfenced grants        | 1,717                          | Included in 2021/22 budget  |
| Additional C-19 secure elections funding      | 29                             | Funds and guidance awaited  |
| Welcome Back Fund                             | 209                            | Maximum allocation; but will be claimed based on actual expenditure   |
| Council Tax - Hardship fund                   | 945                            | Un-spent funds from 2020/21 to be used in 2021/22   |
| Covid-19 Support grant (2020/21)              | 2,373                          | 5th Trench in April 2021  |
| Test and Trace support grant (self-isolation) | 200                            | Mandatory part  |
| Test and Trace support grant (self-isolation) | 240                            | Discretionary parts including funding for administration costs  |
| Surge enforcement funding                     | 75                             | Mandatory; spend includes commitments; Marshals fund  |
| Sales, fees and services support grant        | 903                            | Claim Up to 31/12/2020  |
| Re-opening the High Street Safely Fund        | 144                            | Expenditure claimed based on actual spend   |
| Lottery funding for Consultancy advice        | 5                              |   |
| Covid prevention planning (WSCC)              | 75                             | Spend includes commitments;   |
| Covid prevention outbreak work (WSCC)         | 75                             | Spend includes commitments;   |
| Community Champions Fund                      | 131                            | Covid community engagement officers, Coordinated by EH  |
| Tax Income Compensation - Ctax & NDR          | 41                             | £41k estimated loss on Ctax; Business rates to be estimated   |
| Next Step Accommodation programme             | 312                            |   |
| Protect Plus                                  | 105                            | Funds awaited   |
|   |                                |   |
| National restrictions grant (Closed)          | 2,584                          | Applications by 31/3/2021; payments by 30/04/2021   |
| Local Restrictions Support Grants (Closed)    | 956                            | Applications by 31/3/2021; payments by 30/04/2021   |
| Closed Business Lock down payments            | 7,749                          | Applications by 31/3/2021; payments by 30/04/2021   |
| Closed Business Lockdown payments             | 3,876                          | Applications by 31/3/2021; payments by 30/04/2021   |

|   |               |   |
|---|---------------|---|
| Local Restrictions Support Grants (Open)  | 507           | Applications by 31/3/2021; payments by 30/04/2021                           |
| Leisure Funding (NLRF)                    | 333           | Full amount passported to Freedom Leisure; to be accounted for when applied |
| Christmas Support Package (Wet-led pubs)  | 51            | 31/03/2021  |
| SBGf and RHLBG funding                    | 30,025        | Finished  |
| Local Authority Discretionary Grants Fund | 1,529         | Finished  |
| BID Covid-19 support grant                | 7             | Paid to Bognor Regis BID  |
| Rough sleeping Initiative                 | 21            | Applied   |
| Covid-19 Support grant (2019/20)          | 65            | Applied   |
| New burdens payment associated to C-19    | 270           | Additional New Burdens grant associated to C19 will be provided in 21/22    |
| DWP Northgate Covid-19 charges            | 0             |   |
|   |               |   |
|   | <b>74,378</b> |   |



# Public Document Pack Agenda Item 16

Subject to approval at the next Levelling Up Fund Working Party meeting

1

## LEVELLING UP FUND WORKING PARTY

1 April 2021 at 6.00 pm

Present: Councillors Cooper, Coster, Edwards, Mrs Pendleton (Substitute for Gunner), Stanley, Tilbrook and Dr Walsh.

Councillors English and Miss Seex were also in attendance for all or part of the meeting.

[Note: The following Councillors were absent during from the meeting during consideration of the matters referred to in the minutes outlined: Councillor Tilbrook – Minute 1 to 6 (Part) and Councillor Walsh – Minute 6 (Part) to 7].

### 1. APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN

The Working Party

RESOLVED

That Councillor Walsh be appointed Chairman of the Levelling Up Fund Working Party.

The Working Party

RESOLVED

That Councillor Edwards be appointed Vice-Chairman of the Levelling Up Working Party.

### 2. APOLOGIES FOR ABSENCE

Apologies for Absence had been received from Councillors Gunner and Thurston.

### 3. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

### 4. START TIMES

The Working Party

RESOLVED

That its start times for meetings be 6.00 pm.

## 5. OFFICER PROJECT PREFERENCES

The Director of Place provided Members with a presentation on the Levelling Up Fund, explaining its main principles, the bidding process and timetable in place emphasising that any bid had to be submitted by 18 June 2021, having gone through appropriate Council approvals.

It was explained that there was a maximum of £20m available from this fund for Arun as it had been put into the priority 2 category. Three projects were then described that could form the basis of the Council's bid. These three projects were:

- The Arcade in Bognor Regis
- The Alexander Theatre and the Esplanade in Bognor Regis
- Littlehampton Public Realm (extension works) and Littlehampton Seafront developments.

These projects were being suggested as the Council had already undertaken a substantial amount of work which could assist in terms of the very tight deadlines that needed to be met. It was highlighted that any bid had to include a narrative around the combined challenges that coastal communities had in relation to deprivation and reliance on tourism and culture. There was also a possibility of a further bid through the Arundel and South Downs Parliamentary Constituency, as each Parliamentary Constituency could have a separate bid, although Arun would also have to work with two other Councils to agree projects and work up shared bids. In view of the timescales in place, it was proposed, at this time, that the Council's bid would be aimed at the Bognor Regis and Littlehampton Parliamentary Constituency, however, if a bid was unsuccessful, the Council could re-bid in the next bidding round.

Areas excluded from this bid would be Rustington Eastwards and Arundel, and Ford, as they fell within the South Downs constituency. Work for any successful bid had to start in this financial year [2021/22] and had to be completed in 2024/25. A key part of the Council's consideration moving forward was that the three projects had to have a symbiotic relationship – a common objective, which could present further challenges. It was emphasised that the Council would need to provide 10% of the funding [up to £2m], as well having support from the appropriate Member of Parliament.

The key points for Members to consider from the presentation provided were:

- How straightforward would delivery be – taking into consideration other parties; permissions [planning and building regulations etc]; timescales and how easy it would be to undertake the required negotiations etc
- What support can be found – securing letters of support for the projects to form part of the bid from partner organisations

- Strategic fit – how do the projects fit within the context of Arun in terms of our own strategies and the strategies of others such as the LEP and GBEB; and
- What supporting documentation could be used

The Chief Executive provided further clarity following his attendance at a recent Webinar on the Levelling-Up Fund. Although the Council would be focusing on the Bognor Regis and Littlehampton Parliamentary Constituency, in terms of other potential Constituency bids, it had been confirmed that there would be no ‘double dip’ funding available and that the Member of Parliament would decide which authority would become the lead in that area. In relation to our MP, they could only support one bid and that would include anything submitted from WSCC as well, which could become an issue. In terms of the deliverability, Stage 1 was a pass/fail gateway based very strongly on whether Arun could clearly confirm that it could start work by the end of March 2022. Looking at the themes, there were four being Transport (aimed at WSCC); Regeneration; Town Centre and Cultural Investment, though theatres were not mentioned in the initial documentation, it had been made clear, at the Webinar, that theatres would form part of the cultural community projects. Other key points were that bids had to prove that they would have a visible impact on local areas with investment complementing not competing with other local amenities provided.

A question and answer session then followed with the issues raised by Members being summarised below:

- The need for office space in Bognor Regis to not compete with the private sector elsewhere
- The need to pull together a quality bid in a very short timescale and the practicalities of delivering a sound bid
- To consider existing Leases and any necessary consultation
- Concern over kiosks possibly moving (Littlehampton) and consideration of e-gaming attractions in both sides of the District
- The need for fully accessible toilet and changing facilities
- Festoon lighting should be provided along the River Arun instead of the Oyster Pond
- How the 10% Council contribution would be funded
- The need to complete the public realm works to Littlehampton station as the main arrival point to the Town and joining up this work along Beach Road and Surrey Street.
- Discussing proposals for Littlehampton further, the drop-off point for coaches and relocation
- There were elements of concern about pushing the positioning of the kiosks back due to the location of underground containers used by Southern Water [based on the plans shown as part of the Director of Place’s presentation] – this would need to be investigated.

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Members discussed the need to be able to provide a strong narrative containing cast iron evidence highlighting the benefit of the bid to the community and its link to other visitor attractions. There was some concern raised over the tenuous link for The Arcade and how this could positively associate with the other two possible projects and could be seen to vitally benefit the District as a whole. The need to sell these ideas and consult with the public was highlighted, especially with The Arcade. This was because although it was a clear benefit to the Council and the Town, it was not necessarily a key factor in terms of the overall bid.

Returning to the point that the Council would need to find 10% of the funding, although this money was not readily available, it was supported that for a successful bid with a value of £20m, the Council should do all it could with its finances to support the bid with its 10% contribution. It was also highlighted that the Council's contribution may not be needed until 2024/25 allowing more time to plan for this commitment.

The Chair then had to leave the meeting and so the Vice-Chair took the Chair.

To move these projects further forward, the next stage would be for Officers to provide a 'pick and mix' of ideas which would be individually costed to allow Members to make a further view on their appropriateness to develop further.

Following further discussion, the three Officer projects identified were supported and Officers were asked to develop the ideas further, seeking written support from other parties, so that more detailed information could be provided to the next meeting of the Working Party.

The Working Party having debated where recommendations would be reported to, this being either Cabinet or Full Council, noted that if needed, a Special Meeting of the Council could be convened to debate and agree on the detail of the bid to be submitted.

## 6. MEMBER PROJECT PROPOSALS

The Chairman then invited Members to outline their project proposals. The ideas put forward were:

- Whilst accepting that no work had been undertaken on the Windmill in Littlehampton, that Officers start work on replacing the Windmill [moving it into the Town Centre] after the bid had been submitted so that in the event that the Council was unsuccessful, a degree of work would have been undertaken so that this project could be considered at a further round of bidding.
- An alternative idea was put forward for a "Climatorium" on the Hothampton Car Park, Bognor Regis, based on a presentation that the Council had previously received, as it was felt to tick many boxes in terms of regeneration and also as it could be classed as a unique visitor attraction, which would be exclusive to Arun. It was agreed that Councillor Coster

would arrange for these proposals to be circulated to all Members of the Working Party now that membership had been confirmed, to allow further discussion to take place at the next meeting.

- Members were reminded that if it was decided to include this as part of the Council's bid, they had to consider the fact that no significant background research had been undertaken and that this had to be taken into consideration in terms of the deadlines being worked to.
- It was felt that the Littlehampton Public Realm project should include, as part of the overall package, outside screens for public entertainment at Clifton Road and to make this a significant public space and to provide a facility that would be vandal and weather proof as this would be a facility that would attract people to the Town. It was agreed that Councillor Seex would circulate these proposals to the Working Party.
- It was outlined by Officers that if the Working Party agreed to pursue these proposals, Officers would need to upgrade and update the previous work undertaken by Consultants which had a total estimated expenditure of £60-£70k. This would include a refresh of the theatre report; a refresh of the seafront report for Littlehampton, looking at the economic benefits as these were key requirements of the fund, and then writing the bid. On the Esplanade, work would have to be undertaken in pulling together costs for this work. The Chief Executive stated that he would seek support for this expenditure probably through the Council's anticipated underspend for 202/21 and would liaise with the Council's Section 151 Officer.
- It was agreed that the Littlehampton railway station could also be looked at for inclusion as part of the Littlehampton Realm work as the overall costs of these elements were small and could be accommodated.

Following further discussion, the Working Party agreed that Officers develop these projects ideas further and seek the written support from other external parties to form overall support and evidence to be supplied as part of the narrative of the bid to be submitted and once agreed.

#### 7. DATE OF NEXT MEETING

The Working Party

RESOLVED

That its next meeting take place on 21 April 2021 at 6.00 pm.

(The meeting concluded at 8.19 pm)

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# Public Document Pack

Subject to approval at the next Levelling Up Fund Working Party meeting

1

## LEVELLING UP FUND WORKING PARTY

21 April 2021 at 6.00 pm

Present: Councillors Walsh (Chair), Edwards (Vice-Chair), Cooper, Coster, Gunner, Stanley and Tilbrook.

Councillor Thurston was also in attendance at the meeting.

Note: The following Councillors were absent during from the meeting during consideration of the matters referred to in the minutes outlined: Councillor Tilbrook – Minute 9 to 11 (Part); and Councillors Gunner and Thurston – Minute 9 to 12 (Part)].

### 8. APOLOGIES FOR ABSENCE

An Apology for Absence had been received from Councillor Seex.

### 9. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

### 10. MINUTES

The minutes of the Working Party meeting held on 1 April 2021 were approved as a correct record with the Chair confirming that he would sign the minutes when business resumed back in the Council offices.

### 11. UPDATE FROM OFFICERS ON PROJECT WORK

The Working Party received a presentation from the Director of Place which updated Members on how work was progressing with the three outline projects discussed at the last meeting. It would be for the Working Party to confirm, having received this update, how it wished to proceed in confirming project progression.

The detail of the presentation has been summarised below:

- External consultants had been contacted and asked to progress the projects discussed.
- LDA consulting, who had undertaken the original Littlehampton seafront project work, would be undertaking a refresh of this work. The positive was that a lot of public engagement around the different ideas had already been undertaken. The proposal was to keep the concessions where they were and to look at a new facility at the Banjo Road area. Thought was also being put into whether new changing and toilet facilities linked to that should be considered and how the Council should deal with the existing toilet block at the seafront to either improve its appearance or to relocate it. Disabled access to the beach was also an option that could be

Levelling Up Fund Working Party - 21.04.21

included in line with the exploratory work being undertaken at Bognor Regis. The final part of this project was looking at the opportunities for the Oyster Pond. The next phase was to write up costings against the different elements so that Members could make a final decision on which out of the list of seafront projects being considered should be included in its bid.

- The architect behind the 2012 report looking at the Alexandra Theatre, Burrell Foley Fischer, would be progressing this project.
- The Director of Place shared with the meeting project plans for the Alexandra Theatre.
- The proposed project formed two phases having the overall intention at Phase II to link the theatre to the pub part of the site [discussions had commenced with Whitbread]
- Phase I was ultimately about linking the High Street, via The Arcade, to the theatre and then to the seafront with links to the project for the Place St Maur [details for the project on that site had been provided to the architect].
- The plans proposed the construction of a glass atrium which would wrap around the Alexandra Theatre providing public access directly into building from the Place. The idea was to provide a featured walk through from the High Street into a 2 storey type glazed front of house atrium opening out onto the Place St Maur as well.
- Phase II would provide front of house facilities such as conference rooms and exhibition space.
- The glass wrap around to the theatre would provide a more attractive facility. The way in which the theatre worked would also be examined by moving its control facilities to another location allowing the theatre to provide more seating and a better overall environment.
- Consultants Bruce Nairne and Scott Marshall would be looking at the economic benefits derived from the proposals; how to develop the overall narrative; and would be considering how best the Council could put forward its bid in time for 18 June 2021 deadline. They had extensive experience in co-ordinating bids of this kind.
- There was a desire to include the Terminus Road project in the bid for Littlehampton
- Further concerns were raised over the inclusion of The Arcade at Bognor Regis as part of the bid. Although there was a benefit that could be highlighted in the narrative around bringing this building back into use, reinforcing its linkage to the seafront and Town Centre, there was also the argument to consider in excluding the arcade and to focus on a simpler narrative instead for Littlehampton and Bognor Regis making them more inclusive places. Members' views were sought on this issue.

In response, the views of the Working Party were:

- It was important to show an even handed approach to both Towns and to work towards parity in the bid submitted.



- There were views expressed that Terminus Road should be included in the bid for Littlehampton making the linkage from the arrival point in the Town [for visitors arriving by train] down to the seafront.
- On the Arcade, it was felt that this project would be seen as a benefit more for the Council rather than for residents and visitors to Bognor Regis. It was agreed that this project did not represent regeneration more income regeneration for the Council. For it to be successful it would require other floors to be added to it making it a too larger project. The inclination was to dismiss the Arcade and focus on the other elements of the bid, especially if they would improve the likelihood of success.
- Why was the proposal from Councillor Dixon on the Climatorium not being proposed at this time? Details had been sent to Members of the Working Party following the last meeting held on 1 April 2021. It was felt that this should be seriously looked at as it was a project that fitted comfortably with the prospectus criteria.
- Concern was expressed over the size of the two phased project for the Alexandra Theatre in terms of whether such a scheme, in its entirety, could be delivered within budget. The understanding was that the schemes to form part of the Council's bid needed to be 'shovel ready', this wasn't.
- Agreement was given to progressing the Terminus Road project as part of the Littlehampton bid recognising that this would become the gateway to Littlehampton and was 'shovel ready'.
- Further concerns were expressed over project delivery and the need to progress projects that were 'shovel ready', not new ideas. Could these projects be delivered on time and within budget and if not what additional resource would be needed to achieve this.
- Looking at the theatre proposals, concerns were raised over the provision of the ice rink. Would this project prevent the ice rink from being erected on the Place St Maur, a vital attraction to the Town.

In response to the questions raised by Members, the Director of Place reassured the Working Party, by sharing the presentation for the theatre project and showing the footprint of the project, that this should not prevent the ice rink from being held on the Place St Maur.

All of the projects were half 'shovel ready', subject to the usual planning permissions. Looking at project delivery, if the Council chose to delay submitting its bid beyond 18 June 2021 to another bidding round, then this would delay the window of delivery and shorten the time in place to deliver projects by the deadline of 2024. It was acknowledged that if the Council was going to attempt these two projects then it would be vital to bring in significant additional resource to project manage the projects in addition to existing resources, as the Economic Regeneration team were already committed to other projects. Any bid submitted would need to include as part of its funding, what would be needed to project manage the agreed projects. It was anticipated that the cost of bringing in consultants could be in the region of £70k.

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Following much further discussion, the views of the Working Party were that:

- The Arcade is not pursued as part of the Council's bid.
- Support was given to focusing on two main bids that would benefit Bognor Regis and Littlehampton equally.
- The latest version of the Alexandra Theatre revamp was felt to be the best presented to Members to date. The glass covered atrium was seen to provide a different way of connecting the Town to the seafront, though there were still concerns over the size of the project and deliverability.
- Projects for Littlehampton should not be linked to Littlehampton Public Realm in view of the Government's attitude towards public realm projects and could jeopardise the bid's success.
- The Working Party was again asked by Councillor Coster to consider the climatorium project which was seen to be an easy project to deliver and was recognised as a powerful regeneration aspect, producing an iconic building adding value and interest to residents and visitors.

The Director of Place re-emphasised some of the key points already covered:

- The Littlehampton project – including Terminus Road as part of the project. The intention was to improve this area to show a greater sense of arrival and then providing an enhanced visitor journey through to the seafront. Tying this in with key aspects of this part of the bid. Improving attractions around Banjo Road would fit neatly in with the broader narrative. This was what LDA would be progressing as the next stage of work by pulling together high level costings.
- It would be vital to build into any bid a substantial contingency fund to cover the increasing cost of raw materials and to oversee any potential issues. Also, as the Council needed to fund 10% of whatever it may be awarded.
- On the Alexandra Theatre, the proposed project's outcome was to improve the theatre – this was part and parcel of the bid as the theatre formed part of the cultural side of the town. The project would improve the look of the theatre and would broaden its range of uses. There would be opportunity, through additional floorspace created, to explore the provision of exhibition space or even as part of Phase II the provision of some sort of climatorium related project.
- The theatre project would provide the quality social space needed to generate income and would provide a massively enhanced ambiance for those arriving at the theatre for shows. Its seating capacity would also be increased; viability for regeneration on this site would be enhanced; there was opportunity to provide a better building overall.
- There was overall agreement not to include the arcade as part of this bid.
- On the climatorium, there was opportunity to consider this as part of the Phase II works for the theatre.

- The Council should submit a bid containing two broad approaches for Bognor Regis and Littlehampton as one whole submission, as debated earlier.
- The Consultants be asked to draft a narrative to accompany these two projects and to provide detailed costings for the next meeting of the Working Party to include contingency costs.

This was agreed as the way forward by the Working Party.

12. TO AGREE PROPOSALS BID PROJECTS GOING FORWARD

The Chair confirmed that this item had been considered as part of the previous item on the agenda.

13. PRIORITY FOR PROJECT GOING FORWARD

It was the Working Party's view that each project for Littlehampton and Bognor Regis should have equal priority and submitted as one overall bid.

It was agreed that the Working Party would wait until its next meeting and would consider first the information supplied by Consultants before attempting to prioritise anything.

The Director of Place asked the Working Party if it could provide a steer in terms of whether the Council wished to become engaged with other bids from other parliamentary constituencies such as the South Downs and Arundel area and Worthing West Constituency. Having received details, it was agreed that the Council should focus solely on its own projects.

Finally, the Working Party agreed a date for its next meeting which was 11 May 2021 at 6.00 pm.

(The meeting concluded at 7.35 pm)

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**ARUN DISTRICT COUNCIL  
REPORT TO AND DECISION OF CABINET  
ON 17 MAY 2021**

**SUBJECT: Grant Funded Homelessness Expenditure**

**REPORT AUTHOR:** Satnam Kaur, Group Head of Residential Services  
**DATE:** 20 April 2021  
**EXTN:** 37717  
**PORTFOLIO AREA:** Residential Services

**EXECUTIVE SUMMARY:**

This report details expenditure in relation to Government Grants and Funding received in respect of tackling and preventing homelessness and rough sleeping.

**RECOMMENDATIONS:**

Cabinet is asked to:

1. Note expenditure for the Homelessness Prevention Grant 2020/2021;
2. Note and approve expenditure for the rough sleeping initiative funding rounds three (2020/21) and four (2021/22); and
3. Note the balance in earmarked reserve for homelessness and rough sleeping initiatives.

**1.0 BACKGROUND:**

- 1.1 From 2017/18 to 2020/21, Government funding, ring fenced to activities that prevent or relieve homelessness was provided via the Flexible Homelessness Support Grant/Homelessness Reduction Grant/New Burdens funding. We have circa £500,000 of this funding in reserves and it proposed to use this for software requirements and in year opportunities that arise to extend or maintain service provision in respect of homelessness prevention, including match funding initiatives with our partners.
- 1.2 For 2021/22 the Flexible Homelessness Support Grant and Homelessness Reduction Grant have been combined and replaced with the Homelessness Prevention Grant. This grant is ringfenced to ensure that the Council is resourced to take action to prevent homelessness from occurring and provides the funding to continue to implement the new burdens and duties contained with the Homelessness Reduction Act 2017.

1.3 Our Homelessness Prevention Grant allocation for 2021/22 is £811k and is proposed to be used as follows:

|  |          |
|--|----------|
| Contributions to Housing Options Team salaries | £260,000 |
| Funding towards nightly paid accommodation     | £251,000 |
| Payments to secure alternative accommodation   | £200,00  |
| Payments to sustain existing accommodation     | £50,000  |
| Other specialist/software development fees     | £50,000  |

1.4 In addition to the above the Council has been successful for funding bids in relation to tackling and ending rough sleeping via the Rough Sleeper Initiative Funding (RSI). In 2020/21 we were awarded RSI3 of £319,000 to cover the following activities in partnership with Turning Tides and Stonepillow:

- **Street-based response** - Assertive outreach that performs a function intercepting and engaging with those who are sleeping rough in order to direct them into services away from the street. This is the crucial first stage in getting people into a pathway of services
- **First stage accommodation** - The first line of accommodation providing a safe space away from the street, mitigating the risks individuals face when sleeping rough.
- **Housing support and housing-led solutions** - Options for the supply of longer-term accommodation options.
- **Specialist Support workers and Rough Sleeper Co-ordinator** - specialist workers are skilled at getting the necessary support to those who are most vulnerable and have the most complex needs. This may be through having expertise in a specific work area such as substance misuse or that they play a role in co-ordinating the resources available locally

1.5 Approximately £50k of the funding £319k awarded for 2020/21 has been earmarked to continue funding a post (Rough Sleeper Co-Ordinator) in 2021/22.

1.6 A further bid of circa £700k has been submitted for round four of the RSI. The bid contains all the activities funded through our RSI3 award plus additional specialist support workers, winter provision, Housing First provision and funding to offset the additional placements that we continue to fund as a result of the “Everyone in” initiative triggered as a result of the pandemic. Although the we are still awaiting the outcome we have been advised by the Ministry of Housing, Communities and Local Government that there will be no overall reduction in our RSI 2021/22 allocation, meaning that we will receive at least the equivalent of the 2020/21 award of £319,000.

1.7 The Council also claimed £50k from the Cold Weather Fund in 2020/21 due to C-19 placements. The Council claimed £262k from the Next Steps Accommodation Programme (NSAP) in 2020/21 which was used to fund C-19 placements. A successful bid was submitted to the Uplift Fund which will be used to mitigate C-19 related accommodation costs in 2021/22.

1.8 There is currently c.£1m in earmarked reserves of which £339k has been committed to fund projects leaving a balance of £741k to support future projects. It should be noted that this funding has to be spent in line with the original conditions from the grant giver. The Earmarked reserve balance is summarised in the table below:

**Earmarked Reserve Funded Expenditure**

|                            | Balance<br>31/3/2020<br>£'000 | Added<br>(applied)<br>2020/21<br>£'000 | Balance<br>31/3/2021<br>£'000 | Committed<br>£'000 | Balance<br>£'000 |
|----------------------------|-------------------------------|--|-------------------------------|--------------------|------------------|
| Flexible Homeless Grant    | 352                           | 0                                      | 352                           | (100)              | 252              |
| New Burdens                | 131                           | 0                                      | 131                           | (24)               | 107              |
| Private Rented Access Fund | 25                            | (25)                                   | 0                             | 0                  | 0                |
| Community Housing Fund     | 552                           | (5)                                    | 547                           | (165)              | 382              |
| Rough Sleeping Initiative  | 0                             | 50                                     | 50                            | (50)               | 0                |
| <b>Total</b>               | <b>1,060</b>                  | <b>20</b>                              | <b>1,080</b>                  | <b>(339)</b>       | <b>741</b>       |

**2.0 PROPOSAL(S):**

2.1 There are multiple funding streams supporting the work of the Housing Options Team, which would otherwise impact on the Council's general fund. Some of these funding streams are subject to bids and some are allocations. Often in year opportunities arise at short notice and require officers to put together funding bids and expenditure programmes at short notice. The purpose of this report is to note and approve grant related expenditure in respect of homelessness prevention and rough sleeping.

**3.0 OPTIONS:**

3.1 Not applicable as the funding is ringfenced and not to use the funding would adversely impact on our ability to prevent and relief homelessness and tackle rough sleeping.

**4.0 CONSULTATION:**

| Has consultation been undertaken with: | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council           |     | ✓  |
| Relevant District Ward Councillors     |     | ✓  |
| Other groups/persons (please specify)  |     | ✓  |

**5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:**  
(Explain in more detail at 6 below)

|           | YES | NO |
|-----------|-----|----|
| Financial | ✓   |    |
| Legal     |     | ✓  |

|   |  |   |
|---|--|---|
| Human Rights/Equality Impact Assessment                       |  | ✓ |
| Community Safety including Section 17 of Crime & Disorder Act |  | ✓ |
| Sustainability  |  | ✓ |
| Asset Management/Property/Land                                |  | ✓ |
| Technology  |  | ✓ |
| Other (please explain)  |  | ✓ |

**6.0 IMPLICATIONS:**

6.1 The prevention of homelessness and rough sleeping has been under significant financial pressure and it is important that members are aware of the level of grant funding that is applied to the service during the year as this funding is not part of the Local Government financial settlement and the expenditure could fall on the Council in future years.

**7.0 REASON FOR THE DECISION:**

7.1 To keep Members informed about additional funding and to regularise the position in respect of grant funded homelessness expenditure in respect of tackling and preventing homelessness and rough sleeping.

**8.0 EFFECTIVE DATE OF THE DECISION: 26 May 2021**

**9.0 BACKGROUND PAPERS:**

To view the correspondence from the Ministry of Housing, Communities and Local Government on Homelessness and Rough Sleeping Fund for 2021/22 – please click on this link

[Homelessness and Rough Sleepers Fund – 2021-22](#)



**ARUN DISTRICT COUNCIL  
REPORT TO AND DECISION OF CABINET  
ON 17 MAY 2021**

**SUBJECT: Payment to Angmering Community Land Trust from Section 106 planning contributions (Commutated Sum)**

**REPORT AUTHOR:** Arjan De Jong, Interim Housing Strategy & Enabling Manager  
**DATE:** 8 April 2021  
**EXTN:** 37718  
**PORTFOLIO AREA:** Residential Services

**EXECUTIVE SUMMARY:**

This report seeks approval to assign a commuted sum payment to Angmering Community Land Trust to enable the development of 12 x affordable homes in Angmering.

**RECOMMENDATIONS:**

Cabinet is asked to:

Approve a commuted sum payment of £582,531.96 received from the development at Mayflower Way north (A/46/19/PL) to Angmering Community Land Trust to enable the Trust to develop 12 x affordable homes at Mayflower Way (A/219/17/PL) in accordance with the terms of the Collaboration Agreement.

**BACKGROUND:**

Community-led housing (CLH) involves local people playing a leading and lasting role in solving housing problems, creating genuinely affordable homes and strong communities. It can involve building new homes, returning empty homes to use and managing existing homes. These homes are usually either owned by the community or by the residents themselves. Community groups can develop Community Led Housing in partnership with a developer, or a housing association, or on their own.

The Arun Local Plan 2018 is supportive of Community Led Housing. Paragraph 12.3.10 states that '*planning obligations may include prescriptive restrictions to deliver affordable housing that requires the developer to endow a CLT with a proportion of land for affordable housing, and / or other community uses*'. Community Led Housing is also referenced in several Neighbourhood Plans across the District.

Angmering Community Land Trust (ACLT) was formed in 2015. The main project of ACLT is the construction of 12 houses at Mayflower Way, Angmering. The land for these houses (Title Number WSX390931) was purchased by ACLT from Angmering Parish Council for the sum of £1. This figure was a demonstration of the Parishes commitment to help ensure affordable accommodation was available for local people.

Planning Permission was granted in October 2018 for the construction of 12 x affordable homes (6 x 2bed, 3 x 3bed and 3 x 1bed) on the ACLT owned site at Mayflower Way. ACLT, with the assistance of professional advisors, has designed and costed the Mayflower Way Scheme and intends to provide 8 x affordable rented homes at a maximum of rent set at the Local Housing Allowance (LHA) level (including service charge) plus 4 x shared ownership homes.

To enable ACLT to progress the Mayflower Way Scheme it was agreed by Officers that the 30% affordable homes commitment on a separate development site to the north of Mayflower Way (A46/19/PL), would offset the 30% affordable homes commitment from its site to the ACLT in the form of a commuted sum. So, as the developer of the site to the north of Mayflower Way, Crayfern Homes, is required to commute to ACLT the sum of £576,000 plus indexation, which represents £80,000 per home x 7.2 homes. Due to state aid rules the commuted sum cannot be paid directly to ACLT but will instead be paid to Arun District Council which will then transfer the sum of £576,000 plus indexation to ACLT.

The terms of this cooperation are contained in a legally binding Collaboration Agreement which was negotiated by Crayfern Homes, Arun District Council and Angmering Community Land Trust and signed in April 2019.

**2.0 PROPOSAL(S):**

2.1 To confirm the assignment of the commuted sum payment of £582,531.96 received from the development at Mayflower Way north (A/46/19/PL) to Angmering Community Land Trust to enable the Trust to develop 12 x affordable homes at Mayflower Way (A/219/17/PL) according to the terms of the Collaboration Agreement.

**3.0 OPTIONS:**

3.1 To approve the recommendation as set out

3.2 Not to approve the recommendation. However, this will not enable Angmering CLT to complete the development of affordable housing at Mayflower Way and thus potentially restrict the number of affordable homes developed in the District.

**4.0 CONSULTATION:**

| Has consultation been undertaken with: | YES | NO |
|--|-----|----|
| Relevant Town/Parish Council           |     | ✓  |
| Relevant District Ward Councillors     |     | ✓  |
| Other groups/persons (please specify)  |     | ✓  |

| <b>5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:<br/><br/>(Explain in more detail at 6 below)</b> | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| Financial   | ✓          |           |
| Legal   | ✓          |           |
| Human Rights/Equality Impact Assessment   |            | ✓         |
| Community Safety including Section 17 of Crime & Disorder Act   |            | ✓         |
| Sustainability  |            | ✓         |
| Asset Management/Property/Land  |            | ✓         |
| Technology  |            | ✓         |
| Other (please explain)  |            | ✓         |
| <p><b>6.0 IMPLICATIONS:</b></p> <p>6.1 There are no implications arriving from this report.</p>                                   |            |           |

|   |
|---|
| <p><b>7.0 REASON FOR THE DECISION:</b></p> <p>7.1 To ensure the delivery of much needed affordable housing across the District.</p> |
| <p><b>8.0 EFFECTIVE DATE OF THE DECISION: 26 May 2021</b></p>   |

|   |
|---|
| <p><b>9.0 BACKGROUND PAPERS:</b></p> <p>Collaboration Agreement</p> |
|---|

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Barr/Purcell/  
Dawson/Vince  
Formula 3  
4.50pm

DATED 16 April 2019

(1) TAYLOR, TAYLOR, TAYLOR AND  
TAYLOR

AND

(2) CRAYFERN HOMES LIMITED

AND

(3) ANGMERING COMMUNITY LAND  
TRUST

AND

(4) ANGMERING PARISH COUNCIL

---

Collaboration Agreement - Land at  
Mayflower Way, Angmering,  
Littlehampton

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Annexes:  
Foul Sewer Easement  
Parish Easement Option

WE HEREBY CERTIFY THIS IS A TRUE COPY  
OF THE ORIGINAL  
SIGNED [REDACTED] DATED 17/4/2019  
MOORE BLATCH  
GATEWAY HOUSE, TOLLGATE  
CHANDLERS FORD, EASTLEIGH, SO53 3TG

 **irwinmitchell**  
solicitors

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THIS AGREEMENT is made on

16 April

2019

**BETWEEN:**

- (1) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**Landowners**");
- (2) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB ("**Crayfern**")
- (3) **ANGMERING COMMUNITY LAND TRUST** of c/o Angmering Community Centre Foxwood Avenue Angmering West Sussex BN16 4FU ("**ACLT**")
- (4) **ANGMERING PARISH COUNCIL** of The Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Parish**")

**BACKGROUND**

- A) The Landowners own the Development Land and ACLT owns the ACLT Land.
- B) The Landowners intend to sell the Development Land to Crayfern with the benefit of Planning Permission for the Crayfern Development.
- C) It is anticipated that the Planning Authority will require the provision of Affordable Housing pursuant to a Section 106 Agreement in relation to the Crayfern Development. The ACLT has agreed in principle that the Crayfern Affordable Housing may be displaced from the Development Land to the ACLT Land by way of payment to it of a Commuted Sum which it will use to partly finance the ACLT Development.
- D) The ACLT may wish to work with Crayfern to requisition a connection to the Crayfern Foul Sewers from the Relevant Authority.
- E) The Parish has agreed to grant the Parish Easement pursuant to the Parish Easement Option to the Developer upon payment of the Commuted Sum in accordance with the terms of this Agreement.

**IT IS AGREED:**

**1 DEFINITIONS**

- 1.1 In this Agreement the following expressions shall unless the context otherwise requires have the meanings hereafter respectively assigned to them that is to say:

**"Affordable Housing"** means housing subject to any restriction in respect of occupiers or tenure or which carries any subsidy for land or building cost or which is required to be transferred to or managed by a local authority, registered provider, society association charity or similar body within the Housing and Regeneration Act 2008 or which is otherwise intended to be made available to people who cannot afford to occupy housing generally available on the open market including low cost housing and key worker housing;

**"Affordable Housing Deed of Covenant"** means a deed of covenant to comply with the obligations on the part of the ACLT in clause 5.2 of this agreement in the form attached at Schedule 1

**"Affordable Housing Condition"** means a Section 106 Agreement in place or Crayfern Planning Permission which provides and/or permits there to be no

Affordable Housing on the Development Land and which provides for the Affordable Housing required for the Crayfern Development to be satisfied by:

- (a) a payment of the Commuted Sum to the ACLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or
- (b) a payment of the Commuted Sum to Arun District Council to be used for the purposes of providing Affordable Housing on the ACLT Land or within the parish of Angmering

**"ACLT Land"** means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931;

**"ACLT Development"** means the development of the whole or part only of the ACLT Land either alone or in conjunction with other land as the ACLT may require primarily for residential use but including all associated and ancillary uses;

**"Commuted Sum"** means a payment of the greater of (a) 30% of no. of dwellings permitted by the Planning Permission x £80,000 and (b) such other sum as the Planning Authority may specify in lieu of the onsite or offsite provision of Affordable Housing for the Crayfern Development;

**"Completion Date"** means the date upon which Crayfern completes the purchase of the Development Land from the Landowners

**"Crayfern Development"** means the development of the whole or part only of the Development Land either alone or in conjunction with other land as Crayfern and/or the Landowners may require primarily for residential use but including all associated and ancillary uses;

**"Crayfern Deed of Covenant"** a deed of covenant to comply with the obligations on the part of the Landowners and/or Crayfern as contained in this agreement in the form attached at Schedule 1.

**"Crayfern Foul Sewers"** the foul sewers and foul sewer connection point to be constructed within the Foul Sewer Land provided always that Crayfern may vary the routes of the foul sewers as it shall decide within the boundaries of the Foul Sewer Land;

**"Crayfern Planning Application"** means an application to the Planning Authority under the 1990 Act for Planning Permission for the Crayfern Development made by Crayfern or their agent or for any variation to a Crayfern Planning Permission;

**"Crayfern Planning Permission"** means Planning Permission granted pursuant to a Crayfern Planning Application which Crayfern considers to be a satisfactory Planning Permission (acting reasonably);

**"Development Land"** means the land known as Land Lying to the West of Roundstone Lane, Angmering, Littlehampton shown edged red on the Plan and registered at HM Land Registry with title numbers WSX375116 (part), WSX125334 (part) and WSX133756;

**"Disposition"** means one or more of the following in respect of the Property or any part of it and whether by the registered proprietor of the Property or by the registered proprietor of any security:

- (a) the transfer or assent of the whole or any part of the Property, whether or not for valuable consideration;



- (b) the grant of a lease over the whole or any part of the Property whether or not for valuable consideration;

but excluding an Excluded Disposition

**“Excluded Disposition”** means

- (a) the granting of a tenancy in respect of the Property or any part thereof without a premium at an affordable rent for a term of less than 7 years
- (b) the transfer of any part of the Property required for an electricity sub-station pumping station or other site service installations to a local or other authority or undertaking;
- (c) the transfer of any part of the Property for general open space or internal roads that may be imposed by or agreed with the local planning authority in connection with the Planning Permission;
- (d) the transfer of any part of the Property to a local authority or other statutory body pursuant to a planning obligation under any Planning Agreement;
- (e) the grant of security over the whole or any part of the Property subject to the provisions of this Agreement to a bona fide funder

**“Foul Sewer Easement”** means the foul sewer easement to bind the Foul Sewer Land which the ACLT may require Crayfern or the Landowners (as the case may be) to grant them as contained in the foul sewer deed of easement attached hereto.;

**“Foul Sewer End Date”** means the later of the (1) the date upon which the ACLT determines that it does not require the Foul Sewer Easement (such date will be deemed to have occurred notwithstanding the ACLT's failure to notify Crayfern of such determination in the event it constructs an alternative foul sewer solution for the ACLT Development) or (2) the date falling five years after the date of this Agreement.

**“Foul Sewer Land”** means the part of the Development Land shown coloured purple on the Plan

**“Implementation”** means the commencement on the Development Land of any material operation (as defined by Section 56(4) of the Town and Country Planning Act 1990)

**“Long Stop Date”** means the date falling two years after the date of this Agreement.

**“Parish Easement”** means the easement to be granted pursuant to the Parish Easement Option.

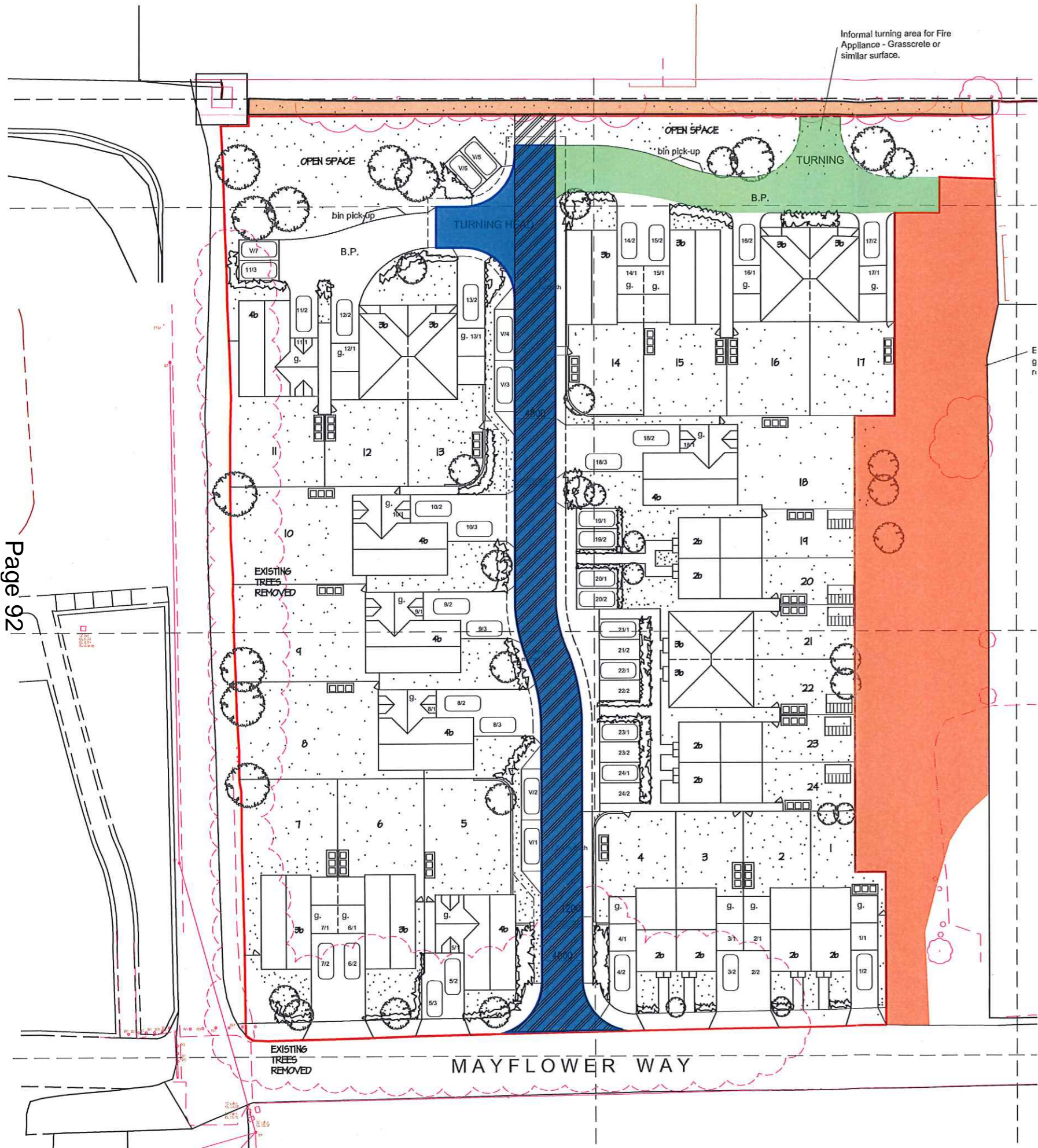
**“Parish Easement Option”** the option to be granted by the Parish to the Landowner and assignable to Crayfern to have easements granted to it for the Parish Easement Price in the form attached.

**“Parish Easement Price”** the sum of £250,000.

**“Plan”** means the plan attached to this agreement;

**“Planning Authority”** means Arun District Council or such other relevant planning authority for the area in which the Development Land and the ACLT Land is situated;

**“Planning Permission”** means a detailed planning permission pursuant to a CLT Planning Application or a Crayfern Planning Application or any appeal;



-  Ransom strip held by Mr P Taylor
-  Estate Road
-  Option to Purchase for Mr P Taylor
-  Rights over to retained land
-  Crayfern Homes residential development site
-  Retained Land by Mr P Taylor



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB  
Tel 01489 773577 \* Fax 01489 797111 \* E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

**OWNERSHIP PLAN (PARISH CLT)**  
**DEVELOPMENT AT:**  
**MAYFLOWER WAY**  
**ANGMERING**

**FOR**  
**CRAYFERN HOMES LIMITED**

Scale : 1:500 @ A3      Date : JULY 2018  
Drawing No : 56\_14\_150.7

**“Property”** means the CLT Land or the Development Land (as the case may be)

**“Relevant Authority”** means any authority or body responsible for foul and surface water drainage;

**“Section 106 Agreement”** means an agreement entered into with the Planning Authority pursuant to Section 106 of the Town and Country Planning Act 1990 as part of the Crayfern Planning Application;

**“Third Party”** means any person to whom the Landowners and/or Crayfern is proposing to make a Disposition;

**“Working Day”** means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales or any day between 24 December and the immediately following 1 January inclusive and **“Working Days”** will be construed accordingly; and

Where the context so admits the expressions **“Landowners”** **“Crayfern”** and **“ACLT”** shall include their respective successors in title.

Words importing one gender shall be construed as importing any other gender.

Words importing the singular shall be construed as importing the plural and vice versa.

Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

Any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered.

## **2 SECTION 106 AGREEMENT**

- 2.1 The ACLT, Landowners and Crayfern shall use reasonable endeavours to see that the Section 106 Agreement meets the Affordable Housing Condition and in particular the parties shall use reasonable endeavours to ensure that the Commuted Sum shall be payable to the ACLT and shall collaborate and respond to the Planning Authority appropriately in an effort to meet this objective.
- 2.2 The ACLT shall provide such reasonable assistance as the Landowners and Crayfern shall reasonably require in relation to the promotion of the Affordable Housing Condition with the Planning Authority.
- 2.3 The ACLT shall enter into the Section 106 if reasonably requested by the Landowners to do so and at their cost provided that any liability of the ACLT is expressed to be dependent on the Implementation of a Planning Permission which satisfies the Affordable Housing Condition and only to the extent that the ACLT is entering into the Section 106 to acknowledge it will carry out the ACLT Development and in the event that it does not commence works within a reasonable timescale suggested by Arun District Council and agreed by the ACLT (acting reasonably) from the date of the Section 106 Agreement, it will duly return the funds to Arun District Council for use elsewhere in the community.

- 2.4 In the event that, despite Crayfern and the ACLT having used all reasonable endeavours to satisfy the Affordable Housing Condition, the Planning Authority will not permit the payment in lieu of the Crayfern Affordable Housing to be made pursuant to the Affordable Housing Condition then the Landowners and Crayfern shall be free to negotiate such alternative terms of the Section 106 Agreement without further involvement of the ACLT and in such event the provisions of clause 3 6.1 and 6.3 below shall not apply and the Parish the Owners and Crayfern shall be free but not obliged to enter into the Parish Easement as they consider appropriate.
- 2.5 Crayfern shall lead all negotiations on the Section 106 Agreement with the Planning Authority.

### **3 PARISH EASEMENT**

The grant of the Parish Easement is conditional on payment of the Commuted Sum pursuant to the Affordable Housing Condition within 10 Working Days of the Completion Date time being of the essence but in the circumstances contemplated by clause 2.4 the Parish, Crayfern and/or the Landowners shall be free to negotiate the grant of the Parish Easement Option.

### **4 FOUL SEWER**

- 4.1 At any time on or after the Completion Date until the Foul Sewer End Date, Crayfern will at the written request of the ACLT within 28 days of such written request grant and the ACLT will accept the Foul Sewer Easement.
- 4.2 The Landowners, Crayfern and the ACLT shall work together to see that any further necessary rights (not contained in the Foul Sewer Easement) are granted by the Landowners/Crayfern (as applicable depending on which party is the landowner of the Development Property at the time the request is made) the case may be) to the ACLT so that the ACLT Development can connect into the Crayfern Foul Sewers at the Foul Sewer Connection Point and use the Crayfern Foul Sewers for the transmission of sewerage and that Crayfern or the Landowners depending on which party is the landowner of the Development Land at the time the request is made covenants to thereafter maintain the same subject to payment by the ACLT of a fair and reasonable proportion of the costs of such maintenance based on the principles of apportionment set out in the Foul Sewer Easement.
- 4.3 The ACLT acknowledges that it will also need rights in relation to Mayflower Way in order to bring the foul sewer from the ACLT Land to the Foul Sewers and that it will liaise with the Parish independently in relation to this.

### **5 ACLT'S OBLIGATIONS**

The ACLT covenants with the Landowners and Crayfern:

- 5.1 not to do anything which would contravene the intentions of this agreement and which would as a consequence be prejudicial to the agreement of the Section 106 Agreement or the compliance by the parties to the terms of the Section 106 Agreement;
- 5.2 not to make any Disposition of the ACLT Land prior to the date which is the sooner of the grant of the Planning Permission and the Long Stop Date without procuring that the Third Party executes an Affordable Housing Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the Landowners and Crayfern.

- 5.3 The ACLT consents to the Landowners and/or Crayfern applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the ACLT Land in the following terms (or as near thereto as the Land Registry shall permit):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.2 of the Collaboration Agreement dated ~~[insert date]~~ 2019 and made between (1) Taylor, Taylor, Taylor and Taylor (2) Crayfern Homes Limited and (3) Angmering Community Land Trust have been complied with or does not apply."

②  
16  
April

- 5.4 The ACLT covenants with the Landowner and Crayfern that

5.4.1 it shall apply for the withdrawal of the restriction entered against the title to the Development Land (but not the Foul Sewer Land) either (a) promptly upon payment by Crayfern of the Commuted Sum pursuant to the Affordable Housing Condition or (b) if, despite Crayfern having used all reasonable endeavours to satisfy the Affordable Housing Condition, the Planning Authority confirms that they will not permit the payment in lieu of the Crayfern Affordable Housing to be made pursuant to the Affordable Housing Condition, as soon as reasonably practicable thereafter;

5.4.2 and shall apply for the withdrawal of the restriction against the title to the Foul Sewer Land promptly upon completion of the Foul Sewer Easement (and payment of the Commuted Sum (subject to the terms of this Agreement)) or if earlier (assuming that the ACLT has not requested the grant of the Foul Sewer Easement pursuant to clause 4.1 above) following the Foul Sewer End Date

- 5.5 For the avoidance of doubt any land that has been the subject of an Excluded Disposition shall cease to be bound by the obligations in this Agreement such that the restriction at clause 6.26-A below shall not be registered on the title of any Excluded Disposition and the solicitor acting on behalf of the Landowner and/or Crayfern (as appropriate) shall be entitled to complete any required form RX3 or RX4 or such other form as may from time to time be required by the Land Registry to remove the restriction from the title to the part of the Development Land the subject of the Excluded Disposition.

## 6 CRAYFERN AND LANDOWNER'S OBLIGATIONS

Crayfern covenants with the ACLT:

- 6.1 not to make any Disposition of the Development Land prior to the circumstances in clause 5.4.1. having arisen or to make any Disposition of the Foul Sewer Land prior to the circumstances at clause 5.4.2 having arisen without procuring that the Third Party (save where the Third Party is in fact Crayfern) executes a Crayfern Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the ACLT.

- 6.2 Crayfern and the Landowners consent to the ACLT applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the Development Land in the following terms (or as near thereto as the Land Registry shall permit):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1 of the Collaboration

16 April

Agreement dated [date] 2019 and made between (1) Taylor, Taylor, Taylor and Taylor (2) Crayfern Homes Limited and (3) Angmering Community Land Trust have been complied with or does not apply."

- 6.3 Subject to clause 2.4 to pay the Commuted Sum pursuant to the Affordable Housing Condition on the Completion Date and in the event the Commuted Sum is not paid on such date without prejudice to any to any other remedies the ACLT may seek for Crayfern's breach to pay interest at 4% per annum above the Bank of England base rate, from the date such payment is due until the date payment is made.
- 6.4 Crayfern and or the Landowner (as appropriate) covenants with the ACLT that it shall apply for the withdrawal of the restriction entered against the title to the ACLT Land promptly upon the ACT having fully complied with all of its obligations within this Agreement.
- 6.5 For the avoidance of doubt any land that has been the subject of an Excluded Disposition shall cease to be bound by the obligations in this Agreement such that the restriction at clause 5.3 above shall not be registered on the title of any Excluded Disposition and the solicitor acting on behalf of the ACLT shall be entitled to complete any required form RX3 or RX4 or such other form as may from time to time be required by the Land Registry to remove the restriction from the title to the part of the ACLT Land the subject of the Excluded Disposition.

## **7 TERMINATION**

- 7.1 If the Affordable Housing Condition has not been satisfied by the Longstop Date then the ACLT shall be entitled to terminate this agreement by notice on the other parties to this Agreement whereupon this agreement shall come to an end.
- 7.2 In the event of termination of this agreement both parties will remove all entries registered against the other's title and in the event of a failure to do so within 28 days of a request from the other, consent to remove it will be deemed and the party in whose favour the entry is registered irrevocably appoints the party against whom the entry is as their attorney for the purpose of removing it.

## **8 GOOD FAITH/CO-OPERATION**

Each party acknowledges that it is their intention to act in good faith towards the other parties to this agreement in connection with this agreement and to co-operate with each other in connection with the Crayfern Development and ACLT Development and not to do or omit to do anything which would ransom the other or hinder or prevent a party from gaining access to and developing their land (being the Development Land or the ACLT Land as the context requires). To the extent necessary to achieve this intention the parties will fully co-operate with each other and will execute such deeds and documents as shall be reasonably necessary to resolve any conflict but this clause 8 shall not prevent or prejudice or affect the proper exercise of the Parish's statutory functions.

## **9 EXCLUSION OF PARTNERSHIP**

The relationship of the parties set out in this agreement is not, nor is it intended to be, a partnership.

## **10 THIRD PARTY RIGHTS**

- 10.1 Save as expressly provided, this agreement does not confer any rights on any person or party other than the Parties to this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.2 The parties may rescind or vary this agreement without the consent of a third party to whom a right of enforcement has been expressly provided.

## **11 ENTIRE AGREEMENT**

11.1 This agreement forms the entire agreement between the parties relating to its subject matter.

11.2 This agreement may only be varied by the parties or their solicitors (with their authority) in writing by specific reference to this clause and stating that this agreement is varied in the manner specified.

11.3 This agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement.

## **12 GOVERNING LAW AND JURISDICTION**

This agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

## **13 DEED**

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

**IN WITNESS** whereof the Landowners, Crayfern and ACLT the Parish have executed this deed the day and year first before written.

**SCHEDULE 1**

**Deed of Covenant**

**THIS DEED OF COVENANT** is made on

20[•]

**BETWEEN:**

- (1) [NAME] whose registered office is at [location] [{"Transferree"}] [{"Tenant"}]; and
- (2) [NAME] (company number [•][ ] ) whose registered office is at [location] [{"Transferor"}].

**RECITALS**

- A This deed is entered into pursuant to the obligations contained in the collaboration agreement [{"Collaboration Agreement"}] dated [date][•][ ] and made between [ ][•][ ] (1) and [ ][•][ ] (2) relating to land at [location] [{"Property"}].
- B [The Transferree has become the owner of the freehold interest in the Property] [The Tenant has acquired a leasehold interest in the Property].

**NOW THIS DEED WITNESSES** as follows:

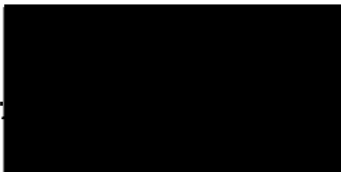
**1 COVENANT**

The [Transferree] [Tenant] [jointly and severally] covenants with the [Landowner/Crayfern/ACLT] that the [Transferree] [Tenant] will at all times after the date of this deed observe and perform all of the covenants conditions and obligations on the part of the Transferor contained in the Collaboration Agreement whether running with the land or of a personal or collateral nature and will do and perform all acts and things as shall be necessary or appropriate to enable the provision of the Collaboration Agreement to be performed in accordance with the terms and conditions of the Collaboration Agreement.

**IN WITNESS** whereof the [Transferree] [Tenant] and the [Landowner/Crayfern/ACLT] have executed this deed the day and year first before written.

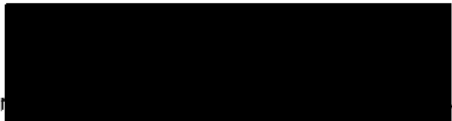


SIGNED as a DEED by .....)  
PETER TAYLOR.....)  
in the presence of:.....)



Peter

Witness Sign

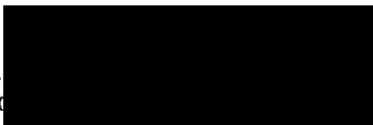


Witness Name *THOMAS RICHARD PAREIRA*

Witness Address *Thomas Egea House  
Ferry Lane Chislehurst  
POL 9 UF*

Witness Occupation *SOLICITOR*

SIGNED as a DEED by .....)  
ANNE TAYLOR.....)  
in the presence of:.....)



Anne Taylor

Witness Signature

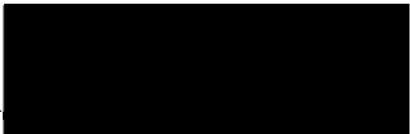
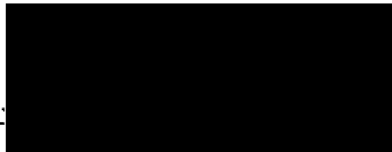


Witness Name *THOMAS RICHARD PAREIRA*

Witness Address *as above*

Witness Occupation.....)

SIGNED as a DEED by ..... )  
PETER TAYLOR as Attorney for ..... )  
SEAN TAYLOR ..... )  
Under a power of ..... )  
Attorney dated 13.9.2018 ..... )  
in the presence of: ..... )



Peter T

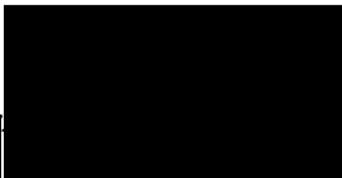
Witness Signature

Witness Name THOMAS RICHARD PURCELL

Witness Address as above

Witness Occupation

SIGNED as a DEED by ..... )  
PETER TAYLOR as attorney for ..... )  
ANDREW TAYLOR ..... )  
Under a power of attorney dated 12.2.2019 ..... )  
in the presence of: ..... )



Witness Signature

Witness Name THOMAS RICHARD PURCELL

Witness Address as above

Witness Occupation

**EXECUTED** as a **DEED** by  
**CRAYFERN HOMES LIMITED**  
acting by [REDACTED], a  
director, in the presence of:



Signature of witness:



Name:

STATION B2U

Address:

GATEWAY HOUSE, TOLLGATE, CHANDLER FOLD,  
WISLEIGH.

**EXECUTED** as a **DEED** by **Angmering  
Community Land Trust** acting by

**EXECUTED** as a **DEED** on behalf of  
**ANGMERING PARISH COUNCIL**

Councillor

Councillor

**EXECUTED** as a **DEED** by )  
**CRAYFERN HOMES LIMITED** )  
acting by [ ], a )  
director, in the presence of: )  
)

Signature of witness:

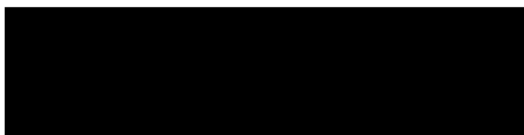
Name:

Address:

**EXECUTED** as a **DEED** by **Angmering  
Community Land Trust** acting by

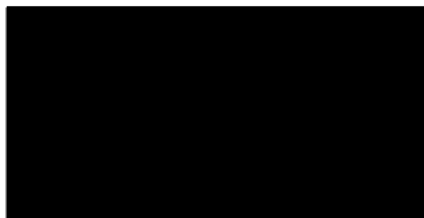
**EXECUTED** as a **DEED** on behalf of  
**ANGMERING PARISH COUNCIL**

Councillor



S.C. MOUNTAIN

Councillor



V.E. OLDFIELD

DATED

201[]

- (1) CRAYFERN HOMES LIMITED
- (2) ANGMERING COMMUNITY LAND TRUST

---

**DEED OF EASEMENT**

**relating to property known as Mayflower  
Way, Angmering, Littlehampton**

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**BETWEEN:**

- (1) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB] ("**Grantor**");
- (2) **ANGMERING COMMUNITY LAND TRUST** of c/o Angmering Community Centre Foxwood Avenue Angmering West Sussex BN16 4FU ("**Grantee**")

**1 DEFINITIONS**

1.1 In this Deed, unless the context otherwise requires, the following terms and expressions have the following meanings:

**"Approved"** approval not to be unreasonably withheld or delayed

**"Foul Sewers"** the foul sewers and foul sewer connection point to be constructed within the Grantors Property by the Grantor for the benefit of the Grantor's Property and the Grantees' Property in the approximate position shown by a broken red line on Plan 2 within the Purple Land subject to the proviso in paragraph 1 of Schedule.

**"Grantor's Property"** means the land known as Land Lying to the West of Roundstone Land, Angmering, Littlehampton shown edged red on Plan 1 and registered at HM Land Registry with title numbers WSX375116 (part), WSX125334 (part) and WSX133756.

**"Grantees' Property"** means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931.

**"Necessary Consents"** means all planning permissions, approvals, consents, licences and certificates required by any Relevant Authority for the construction of the Foul Sewer

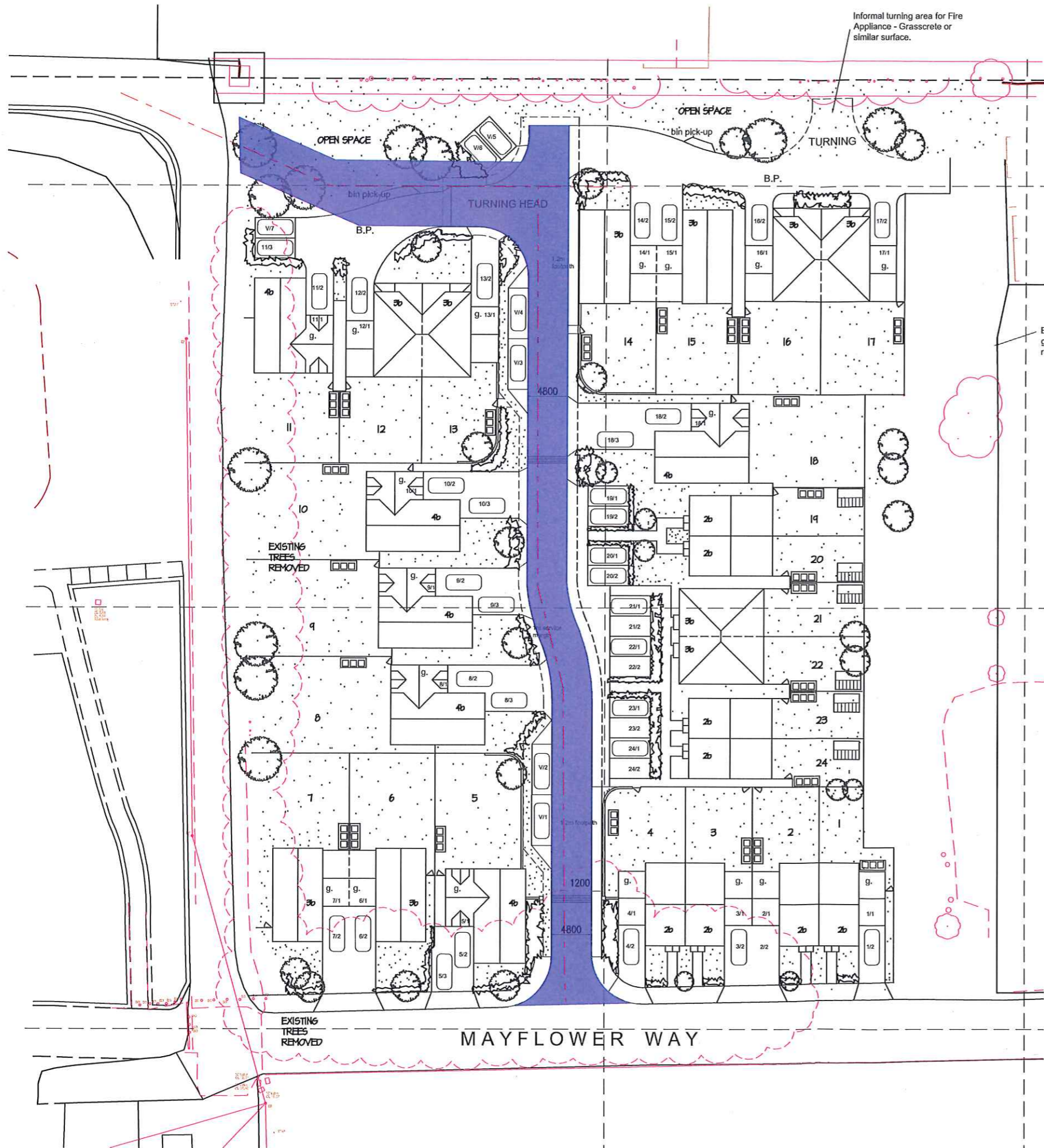
**"Plan"** means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered and attached at Annexure 1.

**"Purple Land"** means the part of the Grantor's Property shown coloured purple on Plan 2

**"Relevant Authority"** means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

**"Rights"** means the easements, rights or privileges set out in Schedule 1.

**"Services"** means foul drainage.



 EASEMENT TO SHOW POINTS OF CONNECTION FOR CLT ONTO THE ESTATE ROAD FOR FOUL SEWER



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB  
 Tel 01489 773577 \* Fax 01489 797111 \* E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

**EASEMENT FOR POINTS OF CONNECTION FOR CLT INTO THE FOUL SEWER DEVELOPMENT AT:**

**MAYFLOWER WAY  
 ANGMERING**

**FOR  
 CRAYFERN HOMES LIMITED**

Scale : 1:500 @ A3      Date : NOV 2018  
 Drawing No : 56\_14\_150.5



**“VAT”** means value added tax and any other tax or duty of a similar nature substituted for it or in addition to it;

## 2 INTERPRETATION

### 2.1 In this Deed:

- 2.1.1 the expression **“the Grantor”** includes the owner or owners for the time being of the Grantor’s Property, and the Grantor’s successors in title;
- 2.1.2 the expression **“the Grantees”** includes the owner or owners for the time being of the Grantees’ Property, and the Grantees’ successors in title;
- 2.1.3 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 2.1.4 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 2.1.5 words importing the singular number include the plural and vice versa;
- 2.1.6 clause, paragraph and schedule headings are not to affect interpretation;
- 2.1.7 any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party’s behalf, or under that party’s control;
- 2.1.8 unless the context otherwise requires, a reference to a clause or to a Schedule is a reference to the relevant clause in, or Schedule to this Deed, and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.

2.2 Any references in this Deed to **“liability”** include, where the context allows, claims, demands, proceedings, damages, loss, costs and expenses.

2.3 Any references in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

## 3 GRANT OF EASEMENTS

In consideration of the covenants contained in this deed the Grantor with full title guarantee grants the Rights to the Grantee for the benefit of Grantee’s Property to hold the Rights to the Grantees in fee simple.

## 4 COVENANTS BY THE GRANTOR

The Grantor on behalf of itself and its successors in title to the Grantor’s Property covenants with the Grantee, for the benefit of the Grantee’s Property, and with the intention that that the covenants will bind the Grantor’s Property but not so as to impose

any personal liability on the Grantor or any successor in title of the Grantor after it has parted with all of its interest in the Grantor's Property to observe and perform the covenants in Part 2 of Schedule 2.

## **5 COVENANTS BY THE GRANTEES**

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, and with the intention that the covenants will bind the Grantee's Property but not so as to impose any personal liability on the Grantee or any successor in title of the Grantee after it has parted with all of its interest in the Grantee's Property that the Grantee, their successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the covenants in Schedule 3.

## **6 LAND REGISTRY RESTRICTION**

The Grantee and the Grantor request the Land Registry to enter in the proprietorship register of the Purple Land a restriction referring to this Deed in the following form:

*“No transfer or lease of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 4 of part 1 of Schedule 2 to the Deed of Grant dated [•] and made between (1) Crayfern Homes Limited and Angmering Community Land Trust have been complied with or that they do not apply to the disposition.”*

## **7 DECLARATIONS**

- 7.1 The Grantee and the Grantor declare that this Deed does not operate to create or convey any easements, rights or privileges over the Grantor's Property other than those expressly granted by this Deed.
- 7.2 Except as expressly granted in this Deed, the Grantee is not to become entitled to any right to light or air, or to any other easement, right or privilege over the Grantor's Property which would or might restrict or prejudicially affect the future rebuilding, alteration or development of the Grantor's Property.
- 7.3 Unless otherwise stated, the Rights are not granted exclusively and are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights.

## **8 REGISTRATION AND MEMORANDUM**

- 8.1 The Grantee agrees forthwith to apply to the Land Registry on Form AP1 to register the benefit and burden of the easements and restrictive covenants granted by this Deed on the registers of the titles to the Purple Land and the Grantee's Property, and to deliver to the Grantor, within ten days of registration, official copies of the registers of those titles (and of the title plans) evidencing that the necessary entries have been made.
- 8.2 The Grantor agrees to place a certified copy of this Deed with the title deeds to the Grantor's Property, to endorse a memorandum of this Deed on the conveyance or other instrument or instruments by virtue of which the Grantor's

Property is vested in the Grantor, and to supply to the Grantee a certified copy of the memorandum within ten days of the date of this Deed.

**9 VAT**

9.1 All sums made payable by this Deed are exclusive of any VAT.

9.2 Any obligation to pay money includes an obligation to pay VAT chargeable in respect of that payment.

**10 JURISDICTION**

This Deed is governed by and construed in all respects in accordance with the law of England.

**11 THIRD PARTY RIGHTS**

Save as expressly provided, none of the provisions of this Deed are intended to or will 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 Deed.

**DULY DELIVERED AS A DEED** on the date inserted at the beginning of this document.

## SCHEDULE 1

### The Rights

- 1 The right to connect into the Foul Sewers and thereafter the right to the free and uninterrupted passage of Services through the Foul Sewers PROVIDED THAT the Grantor shall be entitled to alter the position of the Foul Sewer subject to the Approval of the Grantee (and the Rights shall then apply to the altered position in substitution) subject to the Grantor obtaining all the necessary consents and approvals and complying with the requirements of the Relevant Authority and provided that the exercise of the Rights shall not be materially and unreasonably prejudiced.
  
- 2 The right until such time as the Foul Sewers are adopted by a Relevant Authority, in the event of default by the Grantor of its covenant as contained in clause 3 of Schedule 2 only, to enter upon such parts of the Purple Land as is reasonably necessary with workmen, tools, materials after giving not less than 15 Working Days prior notice to the Grantor of its intention to do so to enter on and dig up and excavate so much of the Purple Land as may be necessary from time to time with or without workmen plant and equipment for the purposes of maintaining, repairing, renewing inspecting the Sewers subject always to minimising the disruption that may be caused to the Grantor's Property and making good all damage caused to the Grantor's Property to the reasonable satisfaction of the Grantor as soon as reasonably practicable .

## SCHEDULE 2

### Part 1

#### **Grantor's Positive Covenants**

- 1 To construct the Foul Sewers in a good and workmanlike manner and in accordance with all Necessary Consents, all relevant statutes and current codes of building practice.
- 2 To ensure that there is a suitably-sized capped pipe foul sewer connection point with sufficient capacity for the Grantee's use available for use by the Grantee at the southern boundary of the Purple Land which is accessible from Mayflower Way for connection by the Grantee for the benefit of the Grantee's Property.
- 3 To keep the Foul Sewers in good repair and condition until adopted by a Relevant Authority subject always to the payment by the Grantee of all sums due in accordance with paragraph 1 of Schedule 3 Part 1..
- 4 Not to transfer or grant a lease with a term of more than 7 years of the whole or any part of the Purple Land without first procuring that the disponee covenants (and if more than one, jointly and severally) with the Grantees and for the benefit of the owner or owners from time to time of the Grantees' Property to observe and perform the covenants set out in this Schedule 2 (including this covenant) in the form set out in SCHEDULE 4.

### Part 2

#### **Grantor's Restrictive Covenants**

- 1 Not to obstruct, prevent or interrupt the exercise of the Rights by the Grantees but this is subject to the rights of others entitled to exercise rights over the Purple Land and the powers of any Relevant Authority.
- 2 Not to carry out any works or erect any building or structure or plant within 1 metre of the Foul Sewers serving or capable of serving the Grantees' Property, and not to materially interfere with, impede or obstruct the Grantees' access to or use of them. This paragraph 2 does not apply in so far as is necessary for the Grantor to carry out temporary works in order to comply with Schedule 2, Part 1 above, but this is subject to the rights of others entitled to exercise rights over the Purple Land and the powers of any Relevant Authority.
- 3 Not to discharge into the Foul Sewers any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
- 4 Not to do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Foul Sewers or interfere with, impede or obstruct the Grantees' access to or use of them but this is subject to the rights of others entitled to exercise rights over the Grantor's Property and the powers of any Relevant Authority.

## SCHEDULE 3

### Part 1

#### Grantees' Positive Covenants

- 1 Subject to the free and uninterrupted use of the rights granted in SCHEDULE 1 the Grantee covenants to pay to the Grantor the Fair Proportion on an annual basis the first such payment being on the date upon which the Grantee exercises the rights set out at paragraph 1 of Schedule 1.

Fair Proportion =  $(TC \div TU) \times ACLTU$

Where:

TC = the total cost incurred by the Grantor in maintaining the Foul Sewers which serves both the Grantor's Property and the Grantee's Property until such time as the Local Authority adopts it.

TU = the total number of bedrooms comprised within both (a) the Grantor's Property pursuant to planning permission reference [*Insert Crayfern Planning Permission reference*] and/or any further dwellings constructed on the Grantor's Property pursuant to any subsequent planning permissions granted and implemented in respect of such dwellings and (b) the Grantee's Property pursuant to the [*insert the relevant planning permission for the ACLT*] and/or any further dwellings constructed on the Grantee's Property pursuant to any subsequent planning permission granted and implemented in respect of such dwellings and which use the Foul Sewers which serve the Grantee's Property.

ACLTU = the total number of bedrooms within dwellings to be constructed on the Grantee's Property pursuant to the [*insert the relevant planning permission for ACLT*] or or any subsequent planning permission granted and which has been fully implemented on the Grantee's Property using the Foul Sewers which serve the Grantee's Property.

#### EXAMPLE

SO, for example if the Crayfern Planning Permission permits the construction of 25 dwellings on the Grantor's Property with 75 bedrooms and the ACLT Planning Permission permits the construction of 12 dwellings on the Grantee's Land with 36 bedrooms and the costs incurred during the relevant year by the Grantor in maintaining the Foul Sewers which serve both the Grantor's Property and the Grantee's Property until such time as the Local Authority adopts it are £2,000.

Then:

The Fair Proportion will be:  $(£2,000 \div 111) \times 36 = £648.64$

### Part 2

#### Grantees' Restrictive Covenants

1. Not to dispose of the whole or any part of the Grantee's Property without first procuring that the disponent covenants (and if more than one, jointly and severally) with the Grantor and for the benefit of the owner or owners from time to time of the Grantee's Property to observe and perform the covenants set out in this SCHEDULE 3 (including this covenant) in the form set out in SCHEDULE 4.
2. Not to discharge into the Foul Sewers any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
3. Not to do anything or allow anything to be done on the Grantee's Property that may obstruct or damage the Foul Sewers

## SCHEDULE 4

### Deed of Covenant

**THIS AGREEMENT** is made on [*insert day and month*] 20[*insert year*]

#### PARTIES

- 1 [*Insert name[s] of owner[s] of the Grantees' Land*][ of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*] (the Grantee[s]);  
[and]
- 2 [*Insert name of entity[/entities] acquiring interest in the Grantor's Land*] of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*]] (the Transferee[s]);

#### 3 DEFINITIONS

**“Deed of Easement”** means a Deed of Easement dated [*insert date*] made between [Peter Taylor, Anne Taylor, Sean Taylor And Andrew Taylor/Crayfern Homes Limited and the Angmering ACLT affecting the Grantor's Property;

**“Grantor's Property”** means the freehold land known as [*insert details*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged blue] on the Plan];

**“Plan”** means the plan annexed to this Deed; and

**“Property”** means the [freehold land known as [*insert details of land acquired by Transferee*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged red] on the Plan].

#### 4 INTERPRETATION

In this deed any obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.

#### 5 TRANSFEREE'S COVENANTS

The Transferee covenants with the Grantee[s]/Grantor that it will:

- 5.1 observe and perform the covenants contained in [Schedule 2/3] to the Deed of Easement as if:
  - 5.1.1 those covenants were set out in full in this Deed; and
  - 5.1.2 references to the Grantor's/Grantee's Property in the Deed of Easement were references to the Property in this Deed.



5.2 make an application to the Land Registrar on form RX1 to register a restriction on the proprietorship register of the title to the Property in the form set out in clause 6 of the Deed of Easement.

**6 JOINT AND SEVERAL LIABILITY**

Where the Transferee is more than one person the Grantee[s] may release or compromise the liability of any of those persons under this deed or grant time or other indulgence without affecting the liability of any other of them.

**7 GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**8 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**9 THIRD PARTY RIGHTS**

Save as expressly provided, none of the provisions of this Deed are intended to or will 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 Deed.

**10 EXECUTION**

The Grantee[s] and the Transferee[s] have executed this Deed of Covenant as a deed and it is delivered on the date set out above.

**EXECUTED** as a **DEED** by )  
**CRAYFERN HOMES LIMITED** )  
acting by [ ], a )  
director, in the presence of: )  
)

Signature of witness:

Name:

Address:

**EXECUTED** as a **DEED** by **Angmering  
Community Land Trust** acting by

DATED

2019

(1) ANGMERING PARISH COUNCIL

AND

(2) PETER TAYLOR, ANNE TAYLOR,  
SEAN TAYLOR AND ANDREW  
TAYLOR

---

OPTION FOR EASEMENT

relating to  
Mayflower Way, Angmering,  
Littlehampton

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### APPENDIX

Form of Deed of Easement

**BETWEEN:**

- (1) **ANGMERING PARISH COUNCIL** of Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Grantor**");and
- (2) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR C/O PETER TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**Grantee**").

**IT IS AGREED:**

**1 DEFINITIONS**

- 1.1 In this agreement the following expressions shall unless the context otherwise requires have the meanings hereafter respectively assigned to them that is to say:

**"1990 Act"** means the Town and Country Planning Act 1990;

**"Affordable Housing"** means housing subject to any restriction in respect of occupiers or tenure or which carries any subsidy for land or building cost or which is required to be transferred to or managed by a local authority, registered provider, society association charity or similar body within the Housing and Regeneration Act 2008 or which is otherwise intended to be made available to people who cannot afford to occupy housing generally available on the open market including low cost housing and key worker housing;

**"Affordable Housing Condition Precedent"** means the grant of Planning Permission for the Development without any planning condition or Planning Obligations requiring the provision of Affordable Housing on the Grantee's Property as part of the Planning Permission which shall be achieved in one or more of the following ways:

- (a) a Commuted Sum payable to the CLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or
- (b) a Commuted Sum payable to the Planning Authority to be used for the purposes of providing Affordable Housing on the CLT Land or within the parish of Angmering

**"Appeal"** means any of the following as the case may be:

- (a) an appeal against all or any of the following:
  - (i) a refusal of a Planning Application;
  - (ii) the grant of a Planning Permission subject to an unacceptable condition;
  - (iii) the non-determination of a Planning Application; or
  - (iv) a decision in respect of an application under section 73 of the 1990 Act or other similar application or remove a condition to a Planning Permission;
- (b) any other appeal under section 78 of the 1990 Act or other comparable provision; or

(c) a call-in under section 77 of the 1990 Act;

**“CLT”** means the Angmering Community Land Trust of Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA;

**“CLT Land”** means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931;

**“Collaboration Agreement”** mean a collaboration agreement of even date made between Peter Taylor, Anne Taylor, Sean Taylor and Andrew Taylor (1) Crayfern (2) the CLT (3) and the Grantor (4)

**“Community Infrastructure Levy”** means the community infrastructure levy referred to in Part II of the Planning Act 2008 and the regulations made or to be made under that Act (including the Community Infrastructure Levy Regulations 2010) and includes any similar or analogous tax or levy;

**“Commuted Sum”** means a payment of £572,000 (or such other sum as the Planning Authority may specify) in lieu of the onsite or offsite provision of Affordable Housing for the Permitted Development;

**“Completion Date”** means 10 Working Days after the service of the Option Notice in accordance with clause 7.1 of this agreement or (if later) the date upon which the Grantee pays the Commuted Sum either (as applicable) to:

(a) the CLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or

(b) a Commuted Sum payable to the Planning Authority to be used for the purposes of providing Affordable Housing on the CLT Land or within the parish of Angmering

**“Deed of Covenant”** means a deed of covenant substantially in the form set out in Schedule 2 with such amendments thereto as the Grantor and the Grantee (both acting reasonably) shall approve in writing (such approval not to be unreasonably withheld or delayed);

**“Deed of Easement”** means a deed of easement in the form of the draft deed of easement annexed to this agreement at Appendix for the benefit of the whole of the Grantee’s Property;

**“Development”** means the development of the whole or part only of the Grantee’s Property either alone or in conjunction with other land as the Grantee may require primarily for residential use but including all associated and ancillary uses;

**“Disposition”** means one or more of the following in respect of the Property or any part of it and whether by the registered proprietor of the Grantor’s Property:

(a) the transfer of the whole or any part of the Grantor’s Property, whether or not for valuable consideration;

(b) the grant of a lease over the whole or any part of the Grantor’s Property, whether or not for valuable consideration;

**“Expert”** means an independent person appointed and acting in accordance with clause 13 to resolve a matter under this agreement;

**"Grantee's Property"** means the land known as land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX375116, WSX125334 and WSX133756;

**"Grantee's Solicitors"** means Irwin Mitchell LLP of Thomas Eggar House, Friary Lane, Chichester, West Sussex PO19 1UF or such other firm as may be appointed from time to time by the Grantee and who have given notice of their appointment to the Grantor's Solicitors;

**"Grantor's Property"** means that part of the land known as Land at Mayflower Way, Angmering, Littlehampton registered at HM Land Registry with title number WSX318767 and WSX318768 shown coloured blue on Plan 3 and cross hatched green and cross-hatched yellow on Plan 2 and coloured purple on Plan 4;

**"Grantor's Solicitors"** means Surrey Hills Solicitors LLP of 296 High Street, Dorking, Surrey RH4 1QT or such other firm as may be appointed by the Grantor from time to time and who have given notice of their appointment to the Grantee's Solicitors;

**"Longstop Date"** means <sup>2021</sup> 16 October [Drafting Note - insert date 30 months from the date of this Agreement];

**"Option"** means the option granted to the Grantee by clause 2;

**"Option Notice"** means the notice substantially in the form set out in Schedule 1 served by the Grantee pursuant to clause 7;

**"Option Period"** means the period from the date of this agreement until the Longstop Date;

**"Option Satisfaction Date"** means the later of:

- (a) The Affordable Housing Condition Precedent being satisfied or the Planning Authority not agreeing to payment of the Commuted Sum pursuant to the Affordable Housing Condition Precedent;
- (b) The Section 127(3) Condition being satisfied; and
- (c) Satisfactory Planning Permission being obtained;

**"Permitted Development"** means the development permitted by a Planning Permission;

**"Plan"** means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered

**"Planning Application"** means an application to the Planning Authority under the 1990 Act for Planning Permission for the Development made by or on behalf of the Grantee or in respect of which the Grantee is acting as agent or otherwise has control or for any variation to a Planning Permission;

**"Planning Authority"** means Arun District Council or such other relevant planning authority for the area in which the Grantee's Property is situated;

**"Planning Obligation"** means any statutory obligation or agreement that in the Grantee's opinion is necessary for or will assist in obtaining Planning Permission or carrying out the Development including an agreement or undertaking in made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982



- Ransom strip held by Mr P Taylor
- Estate Road
- Option to Purchase for Mr P Taylor
- Rights over to retained land
- Crayfern Homes residential development site
- Retained Land by Mr P Taylor



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB  
 Tel 01489 773577 \* Fax 01489 797111 \* E mail sales@crayfernhomes.co.uk

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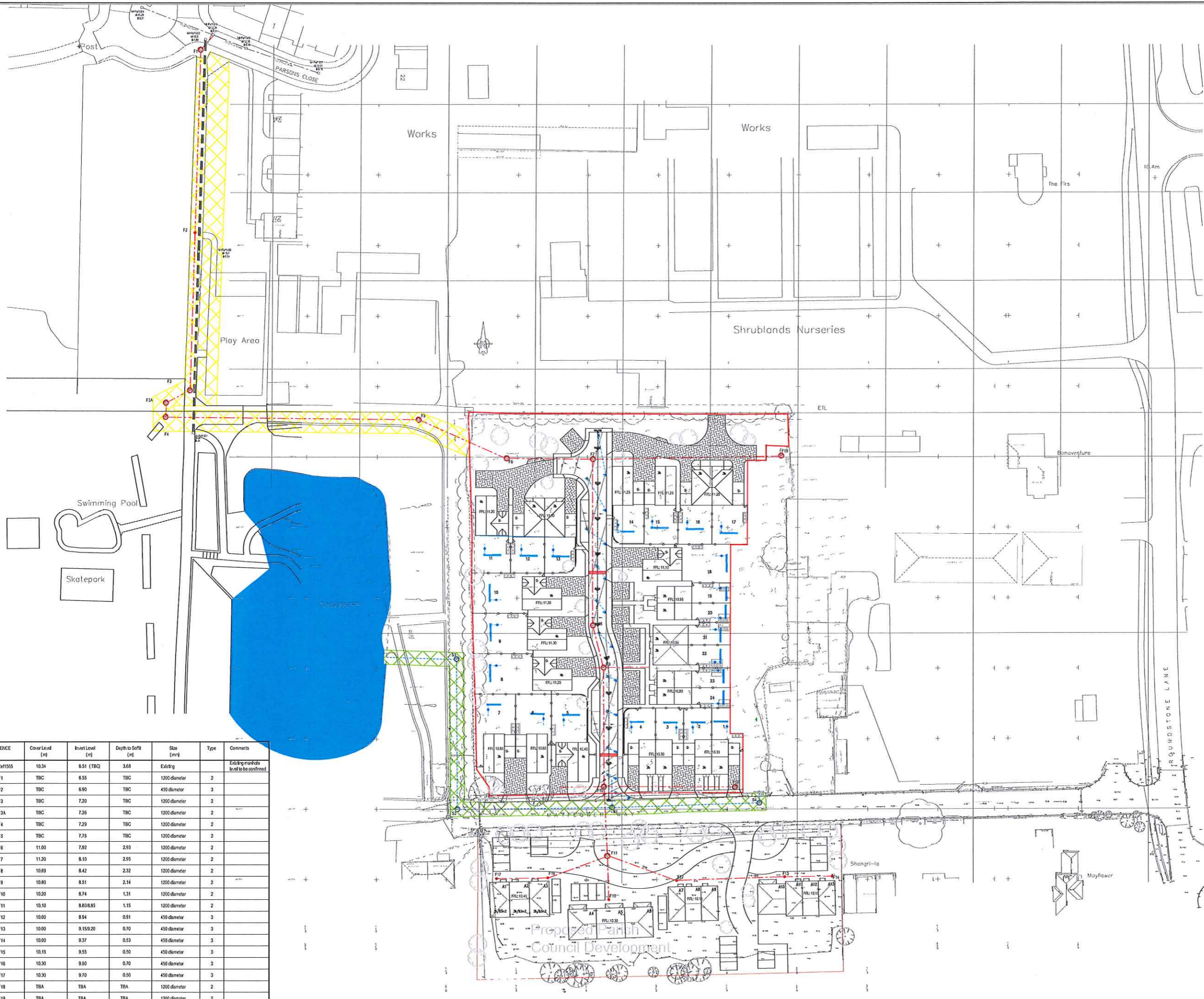
**OWNERSHIP PLAN (PARISH CLT)**  
 DEVELOPMENT AT:  
 MAYFLOWER WAY  
 ANGMERING

FOR  
 CRAYFERN HOMES LIMITED

Scale : 1:500 @ A3      Date : JULY 2018  
 Drawing No : 56\_14\_150.7

*PLAN 1*





**SURFACE WATER DRAINAGE:**  
 Surface water drainage embraces the SUDS (Sustainable Urban Drainage) philosophy. This means utilising soakaways as the means of surface water discharge so water from the development will go directly to ground. On site infiltration tests at various locations to establish suitability have been undertaken. These tests results have been utilised to produce a drainage strategy that will introduce domestic soakaways to cater for the roof discharge for each property. Prior to discharging to the soakaway roof water will pass through a silt trap which will reduce the sediment deposit in the soakaway. All domestic drives and shared parking areas will be constructed from porous block paving which will discharge into the open graded sub base construction. This will provide attenuation storage prior to discharging into the underlying ground. The main access road into the site will be constructed from impermeable macadam with a gully drainage system. Gullies will drain into the open graded sub base construction through a diffuser. The open graded sub base will provide the required attenuation prior to discharging through the sub strata through infiltration. All surface water drainage has been designed in accordance with current Environment Agency requirements for the 1 in 100 year storm event plus 40% increase for climate change.

**FOUL WATER DRAINAGE:**  
 The nearest public foul sewer is situated approximately 200 metres away in Parsons Close. Recent changes to Southern Water criteria regarding connecting to public sewers mean there will be no objection to the proposed discharge from the site connecting into this sewer. Levels have been calculated and it appears a gravity discharge from the site to the outfall is possible. The route of the sewer from the site to the outfall will and objections are not anticipated as the new sewer will serve the proposed.

- Legend:**
- Existing foul water sewer
  - Existing surface water sewer
  - Type 2 manhole
  - Type 3 manhole
  - Silt Trap Manhole
  - Domestic foul water drainage
  - Domestic surface water drain
  - Domestic rubble soakaway designed in accordance with Environment Agency criteria. In-situ testing has been undertaken to confirm infiltration rates.
  - Unadopted highway gully with Polypipe Permeable Diffuser dropped in 2mm mesh to diffuse surface water into the sub grade
  - Permeable block paved driveway and parking area
  - FFL 11.20 Proposed Finished Floor Level
  - Carriageway crossfall
  - Proposed easement for foul drainage
  - Proposed easement for surface water drainage
  - Area of attenuation basin

|            |  |       |
|------------|--|-------|
| M 28.02.19 | Eastern boundary amended                                     | KN    |
| L 09.10.18 | Layout amended to architects 2_10_Final layout               | KN    |
| K 24.09.18 | Attenuation basin added                                      | KN    |
| J 18.09.18 | Soakways adjusted  | KN    |
| H 24.08.18 | Easement adjusted alongside play area                        | KN    |
| G 20.08.18 | Foul drainage repositioned alongside play area               | KN    |
| F 04.05.18 | Surface water and foul drainage connections to adjacent site | KN    |
| E 27.03.18 | Surface water manholes S1-S3 and easement added              | KN    |
| D 12.03.18 | F1-F2 repositioned, easement added                           | KN    |
| C 14.03.18 | Surface water drainage and notes added                       | KN    |
| B 09.01.18 | Additional survey information added                          | KN    |
| A 03.01.18 | Final issue  | KN    |
| Rev        | Date   | Issue |

| REFERENCE  | Cover Level (m) | Invert Level (m) | Depth to Soft (m) | Size (mm)     | Type                                   | Comments |
|------------|-----------------|------------------|-------------------|---------------|--|----------|
| EXMRef1505 | 10.34           | 8.51 (TBC)       | 3.68              | Existing      | Existing manhole level to be confirmed |          |
| F1         | TBC             | 8.55             | TBC               | 1200 diameter | 2                                      |          |
| F2         | TBC             | 6.90             | TBC               | 450 diameter  | 3                                      |          |
| F3         | TBC             | 7.20             | TBC               | 1200 diameter | 2                                      |          |
| F3A        | TBC             | 7.28             | TBC               | 1200 diameter | 2                                      |          |
| F4         | TBC             | 7.29             | TBC               | 1200 diameter | 2                                      |          |
| F5         | TBC             | 7.75             | TBC               | 1200 diameter | 2                                      |          |
| F6         | 11.00           | 7.92             | 2.53              | 1200 diameter | 2                                      |          |
| F7         | 11.20           | 8.10             | 2.95              | 1200 diameter | 2                                      |          |
| F8         | 10.89           | 8.42             | 2.32              | 1200 diameter | 2                                      |          |
| F9         | 10.80           | 8.51             | 2.14              | 1200 diameter | 2                                      |          |
| F10        | 10.20           | 8.74             | 1.31              | 1200 diameter | 2                                      |          |
| F11        | 10.10           | 8.69/8.85        | 1.15              | 1200 diameter | 2                                      |          |
| F12        | 10.00           | 8.94             | 0.91              | 450 diameter  | 3                                      |          |
| F13        | 10.00           | 9.15/9.20        | 0.70              | 450 diameter  | 3                                      |          |
| F14        | 10.00           | 9.37             | 0.53              | 450 diameter  | 3                                      |          |
| F15        | 10.15           | 9.55             | 0.50              | 450 diameter  | 3                                      |          |
| F16        | 10.30           | 9.50             | 0.70              | 450 diameter  | 3                                      |          |
| F17        | 10.30           | 9.70             | 0.50              | 450 diameter  | 3                                      |          |
| F18        | TBA             | TBA              | TBA               | 1200 diameter | 2                                      |          |
| F19        | TBA             | TBA              | TBA               | 1200 diameter | 2                                      |          |

Drawing Date: PRELIMINARY-FOR PLANNING

Project: MAYFLOWER LANE ANGMERING

Client: Crayfern HOMES

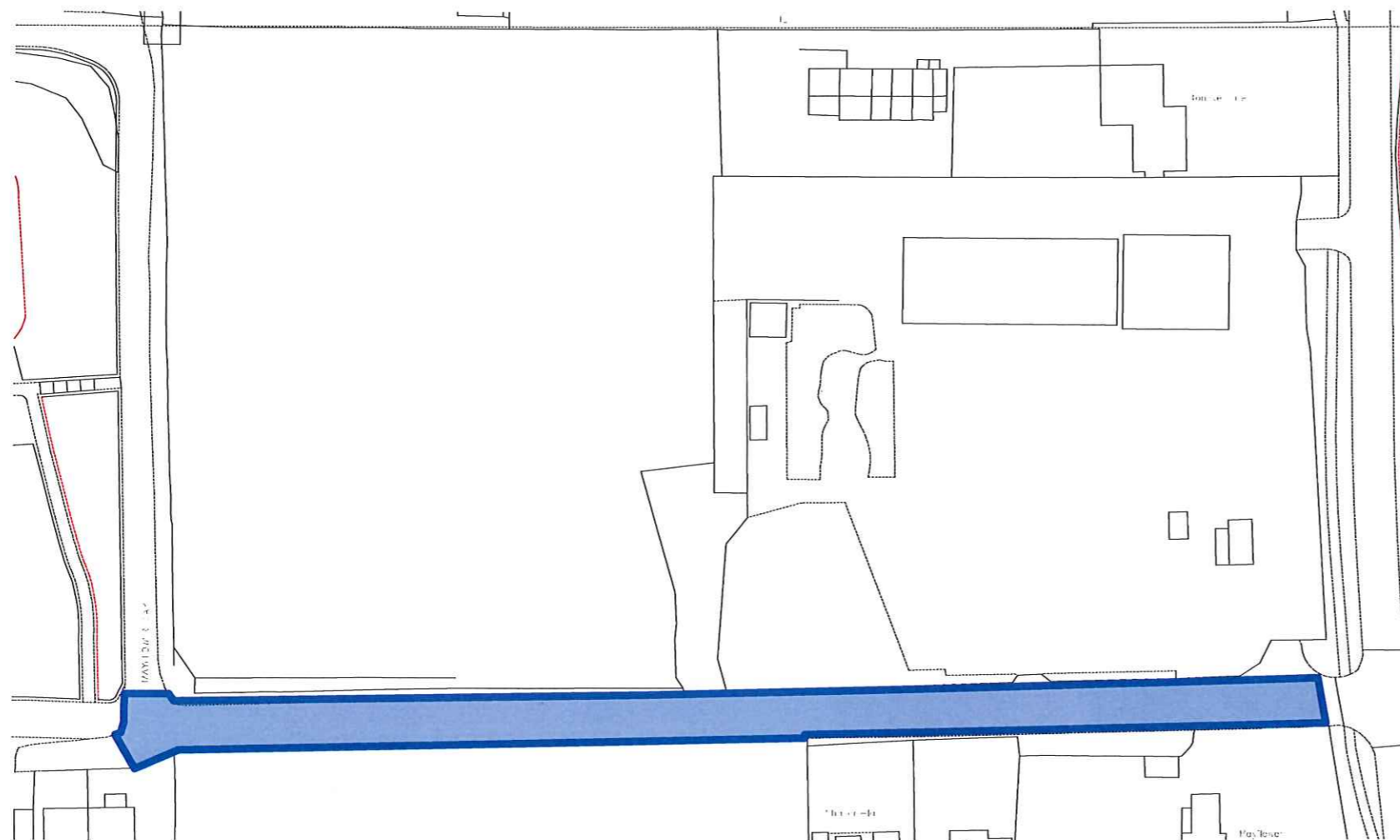
ESCHER SILVERMAN  
 Civil & Structural Consulting Engineers  
 Roughton, A2 Ormeau Park, Elmton Way, Chester Road, Hemphel, SO9 4AE  
 Tel: 01703 647849 Email: info@eschersilverman.com www.eschersilverman.com


Drawing Title: Engineering Details  
 Drainage Strategy Layout

| Drawn   | Checked  | Scale    | Paper Size | Date  |
|---------|----------|----------|------------|-------|
| KN      |          | 1:500    | A1         | 03.18 |
| Job No. | Drawn By | Revision |            |       |
| ES1539  | 602-01   | M        |            |       |

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PLAN 2



 PARISH COUNCIL LAND SUBJECT TO A RIGHT OF WAY IN FAVOUR OF CRAYFERN HOMES LIMITED



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB  
Tel 01489 773577 \* Fax 01489 797111 \* E mail sales@crayfernhomes.co.uk

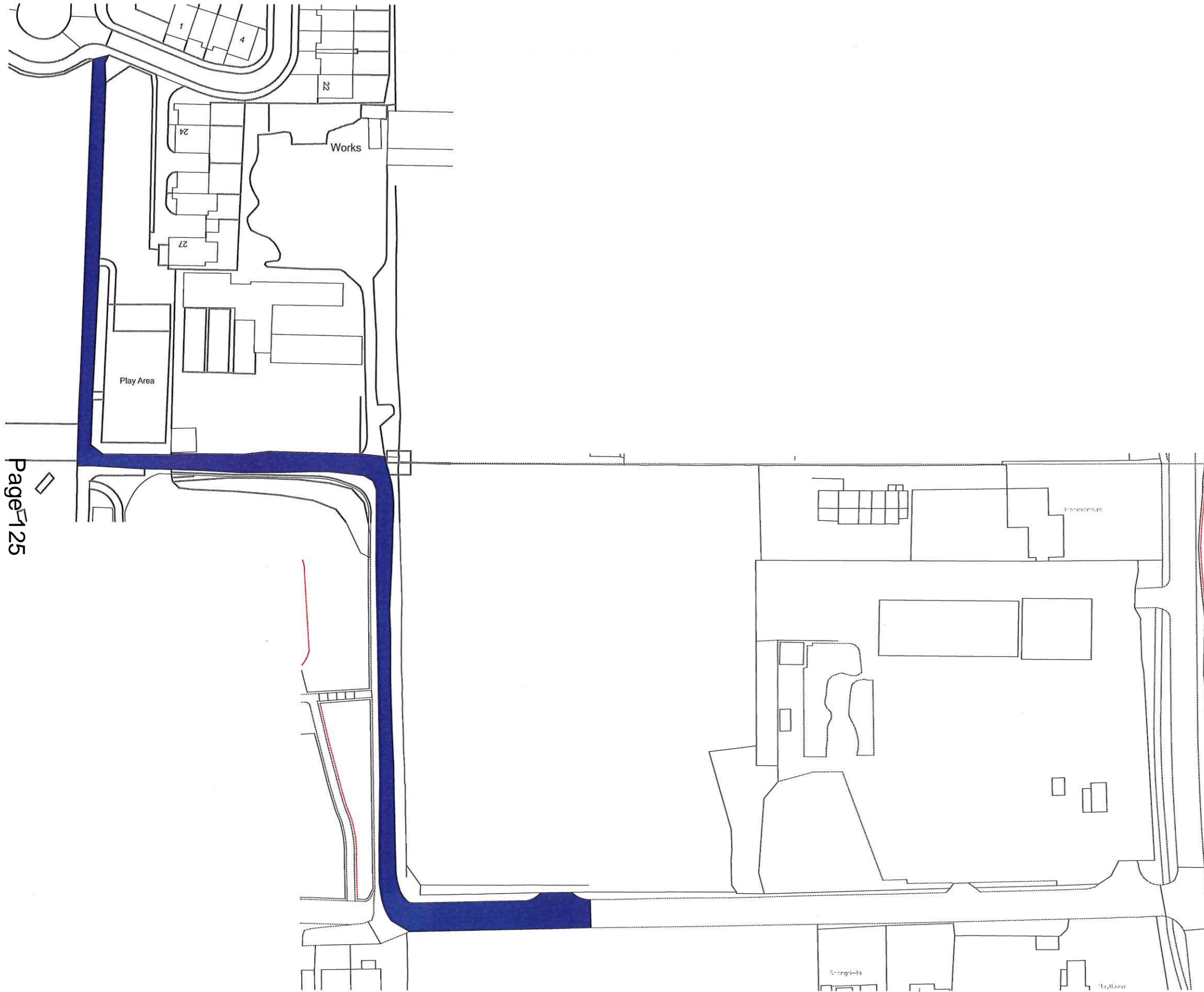
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**RIGHT OF WAY OVER PARISH COUNCIL LAND  
DEVELOPMENT AT:  
MAYFLOWER WAY  
ANGMERING**

**FOR  
CRAYFERN HOMES LIMITED**

Scale : 1:1000 @ A3      Date : MAY 2018  
Drawing No : 56\_14\_150

PLAN 3



Page 125

Ordnance Survey (c) Crown Copyright 2014. All rights reserved. Licence number 100022432



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB  
 Tel 01489 773577 \* Fax 01489 797111 \* E mail sales@crayfernhomes.co.uk

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**RIGHT OF ACCESS**  
 DEVELOPMENT AT:  
 MAYFLOWER WAY  
 ANGMERING

FOR  
 CRAYFERN HOMES LIMITED

Scale : 1:500 @ A3      Date : JULY 2018  
 Drawing No : 56\_14\_150.3

PLAN  
 4

or any agreement under Section 38 or Section 278 of the Highways Act 1980 or under the Water Industry Act 1991;

**“Planning Permission”** means a planning permission for the Development granted pursuant to a Planning Application or any Appeal and includes:

- (a) a full planning permission;
- (b) an outline planning permission;
- (c) a hybrid permission;

**“Price”** means £250,000;

**“Relevant Authority”** means the Planning Authority and any authority or body responsible for highways, foul and surface water drainage, flood defence and management or the protection of wildlife or the environment and any company or body responsible for Services or Service Media or any other authority, company, body, corporation or organisation exercising statutory functions or concerned with or responsible for other infrastructure or having jurisdiction in relation to the Grantee's Property or the Development or any matter relating to them;

**“Reserved Matters”** means any matters reserved for the subsequent approval of the Planning Authority by a Planning Permission whether within the definition in Article 2(1) of the Town and County Planning (Development Management Procedure)(England) Order 2015 (S.I.2015/595) or otherwise;

**“Satisfactory Planning Permission”** means a Planning Permission which is in a form acceptable to the Grantee;

**“Section 106 Agreement”** means an agreement entered into with the Planning Authority pursuant to Section 106 of the 1990 Act;

**“Section 127(3) Condition”** means satisfying the requirements of section 127(3) Local Government Act 1972 in connection with the grant of rights pursuant to the Deed of Easement;

**“Service Media”** means sewers, drains, ducts, pipes, wires, cables, fibres, channels, conduits, pumping systems, balancing ponds, surface water drainage systems, electricity substations, gas governors, soakaways, manholes and any other service media, equipment, apparatus, structures or installations for the supply, transmission or discharge of the Services;

**“Services”** means the supply of water, electricity, gas, telecommunication or data communication services or the disposal of foul or surface water and any other supply, service or system;

**“Third Party”** means any person to whom the Grantor is proposing to make a Disposition during the Option Period;

**“Working Day”** means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory bank holiday in England or any day between 24 December and the immediately following 1 January inclusive and **“Working Days”** will be construed accordingly; and

**“Works Agreement”** means an agreement under Section 38 and/or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 and/or the Gas Act 1986 and/or the Water Act 1989 and/or the Electricity Act 1989 and/or the Flood and Water Management Act 2010 or any provision of similar intent or an agreement with a Relevant Authority relating to the Services or Service Media which

the Grantee reasonably considers necessary for or which will assist in obtaining Planning Permission or the carrying out of the Development.

- 1.2 Where the context so admits the expressions “Grantor” and “Grantee” shall include their respective successors in title.
- 1.3 Words importing one gender shall be construed as importing any other gender.
- 1.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.5 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 1.6 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.
- 1.7 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 1.8 Any reference to a clause or a paragraph or a schedule is to one in this agreement so numbered.

## **2 GRANT OF THE OPTION**

- 2.1 In consideration of the obligations set out in this agreement the Grantor pursuant to sections 127 and 111 of the Local Government Act 1972 with full title guarantee grants to the Grantee the Option to be granted the Deed of Easement during the Option Period.
- 2.2 The Option is intended to be binding on the Grantor and the Grantor's successors in title to the Grantor's Property and is not intended to be personal to the Grantee.

## **3 CONDITIONS PRECEDENT**

- 3.1 The Grantee shall use reasonable endeavours to satisfy the Affordable Housing Condition Precedent.
- 3.2 The Grantor shall use reasonable endeavours to satisfy the Section 127(3) Condition as soon as reasonably practicable following the date of this Agreement and shall notify the Grantee in writing on the date the Section 127(3) Condition is satisfied.

## **4 PLANNING OBLIGATION**

- 4.1 The Grantor will at the cost of the Grantee (such costs to be reasonable and properly incurred) enter into any Planning Obligation immediately upon being requested to do so by the Grantee and execute it as a deed provided that:
  - 4.1.1 the obligations in the Planning Obligation are expressed not to come into effect until the Planning Permission to which it relates is granted except for an obligation in respect of the payment of the fees of the Planning Authority and any other Relevant Authority;
  - 4.1.2 the obligations on the part of the Grantor in the Planning Obligation are expressed not to take effect and be enforceable unless and until the commencement of the Permitted Development apart from an obligation to obtain pre commencement approvals and to give notice of commencement of

development and any restrictions preventing the commencement of the Permitted Development prior to compliance with specified obligations;

- 4.1.3 apart from obligations on the part of the Grantor in the Planning Obligation which are subject to the provisions of clauses 4.1.1 and 4.1.2 the provisions of the Planning Obligation do not require the Grantor to make any payment or carry out any work;
- 4.1.4 the Planning Obligations do not impose any restrictions or obligations on any land owned or occupied by the Grantor other than the Grantor's Property.
- 4.2 The Grantor will procure that any chargee or mortgagee of the Grantor's Property (if any) enters into the Planning Obligation promptly on being requested to do so.
- 4.3 At the Grantee's request, the Grantor must at the cost of the Grantee (such costs to be reasonable and properly incurred) immediately deduce title to the Grantor's Property to the Planning Authority or other Relevant Authority in connection with any proposed Planning Obligation.
- 4.4 The Grantor if requested by the Grantee must at the cost of the Grantee (such costs to be reasonable and properly incurred) promptly enter into a Works Agreement if the Grantee reasonably considers that it would facilitate the grant of a Satisfactory Planning Permission or that it would assist the Grantee in ensuring it can implement the Satisfactory Planning Permission provided that the Grantor shall not be required to enter into a Works Agreement unless the Grantee can satisfy the Grantor (acting reasonably) that the Grantor will not incur any liability under the Works Agreement or that a suitable indemnity is provided which will indemnify the Grantor against all liability under the Works Agreement.

## **5 SATISFACTORY PLANNING PERMISSION**

- 5.1 The Grantee shall within 10 Working Days of the issue of any notice or decision letter granting Planning Permission pursuant to any Planning Application or Appeal send a copy of that notice or letter to the Grantor.
- 5.2 If a Planning Permission is granted then the Grantee shall give written notice to the Grantor within 20 Working Days of the date of receipt of the Planning Permission by the Grantee stating whether the Grantee considers that the Planning Permission is granted subject to a condition which the Grantee considers unacceptable and is not therefore a Satisfactory Planning Permission or would not be a Satisfactory Planning Permission on the approval of Reserved Matters.
- 5.3 If the Planning Permission is an outline permission or is in part outline with Reserved Matters the Grantee shall give notice to the Grantor within 20 Working Days of the date of receipt of the Planning Permission by the Grantee stating whether the outline Planning Permission is a Satisfactory Planning Permission or if the outline Planning Permission can only become a Satisfactory Planning Permission on the approval of Reserved Matters.

## **6 OPTION SATISFACTION DATE**

- 6.1 When the Grantee considers that the Option Satisfaction Date has occurred it shall give notice to the Grantor.
- 6.2 The Option Satisfaction Date shall be the date the Grantee confirms in writing to the Grantor that the Option Satisfaction Date has occurred pursuant to clause 6.1.
- 6.3 On the Option Satisfaction Date the obligations of the Parties in respect of the Property under clauses 7 and 9 (inclusive) shall (insofar as they have not already come into force) come into effect.

## **7 EXERCISE OF THE OPTION**

- 7.1 At any time after the Option Satisfaction Date and up to and including the Longstop Date the Option shall be exercisable by the Grantee serving the Option Notice on the Grantor.
- 7.2 No deposit is payable upon service of the Option Notice.
- 7.3 As between the Grantor and the Grantee the service of the Option Notice shall constitute a binding agreement for the grant of the Deed of Easement upon the terms and conditions contained or referred to in this agreement.
- 7.4 The Grantor shall sign and return a copy of the Option Notice to the Grantee within ten Working Days of its receipt but the Option Notice will not be invalidated if the Grantor fails to sign and return the Option Notice in accordance with this clause.
- 7.5 If the service of an Option Notice is not sufficient to create a legally binding and enforceable agreement for the grant of the Deed of Easement the Grantor and the Grantee shall execute such further documents as either of them may reasonably require to create a legally binding and enforceable contract for the grant of the Deed of Easement on the terms of this agreement.
- 7.6 On the exercise of the Option the Grantor shall execute and complete the Deed of Easement over the Property in accordance with the terms of this agreement.

## **8 GRANTOR'S OBLIGATIONS**

The Grantor covenants with the Grantee during the Option Period:

- 8.1 not to do anything which will be prejudicial to the grant of the Deed of Easement or the exercise of the rights to be granted by the Deed of Easement but this clause shall not affect or prejudice the exercise of rights granted to or acquired by another person before the date of this agreement or exercisable by a Relevant Authority;
- 8.2 not to make any Disposition without procuring that the Third Party executes a Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the Grantee.

## **9 STANDARD COMMERCIAL PROPERTY CONDITIONS**

The Standard Commercial Property Conditions (Third Edition) shall be incorporated into this agreement insofar as they are relevant to the grant of an easement and inconsistent with the terms of this agreement. The Standard Commercial Property Conditions shall be read so that the Seller shall mean the Grantor and the Buyer shall mean the Grantee.

## **10 COMPLETION**

- 10.1 Completion of the Deed of Easement shall take place on the Completion Date at the offices of the Grantor's Solicitors.
- 10.2 On the Completion Date the Grantee shall pay to the Grantor the Price.

## **11 ASSIGNMENT**

The Grantee may assign the benefit of this agreement and the assignee may exercise the Option as though he were the Grantee named in this agreement but the Grantee shall not make and disposition assigning the benefit of this agreement without procuring that the assignee executes a Deed of Covenant on or before the completion of the deed or document effecting such assignment and delivers it to the Grantor.

## 12 REGISTRATION

- 12.1 The Grantor consents to registration of a notice of this agreement in the charges register of the Grantor's title to the Grantor's Property.
- 12.2 If the Option expires the Grantee shall forthwith cancel any registrations made by it in any registers to protect this agreement.

## 13 DISPUTE RESOLUTION

- 13.1 Wherever in this agreement it states that a dispute between the parties shall be referred to an Expert for determination then the provisions of this clause 13.
- 13.2 The Expert shall be:
  - 13.2.1 in the case of a dispute on planning issues, a barrister or independent town planner who has practiced in the area of planning law for at least 10 years;
  - 13.2.2 in the case of a matter which does not fall within clause 13.2.1 a barrister with at least 10 years' experience in the subject matter of the dispute.
- 13.3 The parties shall agree on the appointment of the Expert and shall agree with the Expert the terms of the appointment.
- 13.4 If the parties are unable to agree on the Expert to be appointed under clause 13.2 or the terms of the appointment within one month of the dispute arising, then the matter shall be referred to the Chairman of the Bar Council.
- 13.5 The Expert shall be instructed to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of two months of the matter being referred to the Expert.
- 13.6 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
  - 13.6.1 either may apply to the Chairman of the Bar Council (as appropriate) to discharge the Expert and to appoint a replacement Expert; and
  - 13.6.2 this clause shall apply to the new Expert as if they were the first Expert appointed.
- 13.7 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 13.8 To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a determination.
- 13.9 The parties shall with reasonable promptness supply each other with all information and give each other access to all documentation as the other party may reasonably require to make a submission under this clause.
- 13.10 The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error or fraud.



- 13.11 The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in such other proportions as the Expert shall direct.
- 13.12 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert with the exception that the parties may disclose the result of the determination by the Expert to their professional advisers who are fully instructed and required to comply with these restrictions on disclosure.
- 13.13 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching a determination.

#### **14 RESTRICTION**

14.1 The Grantor consents to the Grantee applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the Grantor's Property in the following terms (or as near thereto as the Land Registry shall permit):

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by Peter Taylor or his conveyancer that the provisions of clause 8.2 of the Option for Easement Agreement dated [ ] and made between Angmering Parish Council and Taylor, Taylor, Taylor and Taylor have been complied with or does not apply."*

#### **15 EXCLUSION OF PARTNERSHIP**

The relationship of the parties set out in this agreement is not, nor is it intended to be, a partnership.

#### **16 VAT**

The Grantor warrants to the Grantee that there has been no exercise of the option to tax which has effect under Schedule 10 of the Value Added Tax Act 1994 in respect of Grantor's Property and undertakes with the Grantee that no such option to tax will be exercised before the Completion Date.

#### **17 THIRD PARTY RIGHTS**

- 17.1 Save as expressly provided, this agreement does not confer any rights on any person or party other than the parties to this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.2 The parties may rescind or vary this agreement without the consent of a third party to whom a right of enforcement has been expressly provided.

#### **18 ENTIRE AGREEMENT**

- 18.1 This agreement forms the entire agreement between the parties relating to its subject matter.
- 18.2 This agreement may only be varied by the parties or their solicitors (with their authority) in writing by specific reference to this clause and stating that this agreement is varied in the manner specified.

18.3 This agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement.

**19 GOVERNING LAW AND JURISDICTION**

This agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

**20 DEED**

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

**IN WITNESS** whereof the Grantor and the Grantee have executed this deed the day and year first before written.

SCHEDULE 1

Form of Option Notice

To: The Grantor

Re: Option for Easement dated [ ][ ] day of [ ][ ] 20[ ][ ] made between [ ][ ] (1) and [ ][ ] (2) relating to land at [ ][ ] ("**Option Agreement**")

- 1 We refer to the Option Agreement.
- 2 We give to you notice that we exercise our option to be granted the Deed of Easement (as defined in the Option Agreement) for the benefit of the Grantee's Property (as defined in the Option Agreement).

SIGNED by or on behalf of the Grantee

Date:

**SCHEDULE 2**

**Deed of Covenant**

**THIS DEED OF COVENANT** is made on 20[•]

**BETWEEN:**

- (1) [NAME] whose registered office is at [location] [{"Transferee"}] [{"Tenant"}]; and
- (2) [NAME] (company number [•][ ] ) whose registered office is at [location] [{"Grantee"}].

**RECITALS**

- A This deed is entered into pursuant to the obligations contained in the agreement ("**Option Agreement**") dated [date][•][ ] and made between [ ][•][ ] (1) and [ ][•][ ] (2) relating to land at [location] ("**Property**").
- B [The Transferee has become the owner of the freehold interest in the Property] [The Tenant has acquired a leasehold interest in the Property].

**NOW THIS DEED WITNESSES** as follows:

**1 COVENANT**

The [Transferee] [Tenant] [jointly and severally] covenants with the Grantee that the [Transferee] [Tenant] will at all times after the date of this deed observe and perform all of the covenants conditions and obligations on the part of the Grantor contained in the Option Agreement whether running with the land or of a personal or collateral nature and will do and perform all acts and things as shall be necessary or appropriate to enable the Grantee to exercise its right to be granted the Deed of Easement (as defined in the Option Agreement) in accordance with the terms and conditions of the Option Agreement.

**IN WITNESS** whereof the [Transferee] [Tenant] and the Grantee have executed this deed the day and year first before written.

**SIGNED as a DEED by .....**)  
**PETER TAYLOR.....**)  
in the presence of: .....

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**SIGNED as a DEED by .....**)  
**ANNE TAYLOR.....**)  
in the presence of: .....

.....  
Anne Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**SIGNED as a DEED by** .....)  
**PETER TAYLOR** as attorney for.....)  
**SEAN TAYLOR**.....)  
Under a power of attorney dated [            2018])  
in the presence of:.....)

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**SIGNED as a DEED by** .....)  
**PETER TAYLOR** as attorney for.....)  
**ANDREW TAYLOR**.....)  
Under a power of attorney dated [            2018])  
in the presence of:.....)

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**EXECUTED** as a **DEED** on behalf of  
**ANGMERING PARISH COUNCIL**

Councillor

Councillor

**APPENDIX**  
**Form of Deed of Easement**



DATED

2018

(1) ANGMERING PARISH COUNCIL

AND

(2) PETER TAYLOR, ANNE TAYLOR,  
SEAN TAYLOR AND ANDREW  
TAYLOR

AND

(3) CRAYFERN HOMES LIMITED

---

DEED OF EASEMENT

relating to property known as Mayflower  
Way, Angmering, Littlehampton

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**BETWEEN:**

- (1) **ANGMERING PARISH COUNCIL** of The Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Grantor**");
- (2) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**First Grantee**"); and
- (3) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB ("**Second Grantee**")

the First Grantee and the Second Grantee together "**the Grantees**".

**1 DEFINITIONS**

1.1 In this Deed, unless the context otherwise requires, the following terms and expressions have the following meanings:

"**Fee**" means £250,000 exclusive of VAT.

"**First Grantee's Property**" means the land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX125334 and WSX375116 and which is not shown edged in red and shown as shaded orange and pink on Plan 1.

"**Grantees' Property**" means the First Grantee's Property and the Second Grantee's Property.

"**Grantor's Property**" means the Green Land, the Yellow Land, the Purple Land and Mayflower Way which form part of the land registered at the Land Registry under title numbers WSX318767 and WSX318768 .

"**Green Land**" means the land cross hatched green on Plan 2.

"**Mayflower Way**" means the road shown coloured blue on Plan 3.

"**Plan**" means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered and attached at Annexure 1.

"**Purple Land**" means the access land shown coloured purple of Plan 4.

"**Relevant Authority**" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

"**Rights**" means the easements, rights or privileges set out in Schedule 1.

"**Second Grantee's Property**" means the land known as land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX375116, WSX125334 and WSX133756 shown edged in red on Plan 1.

**“Services”** means water, foul and surface water drainage, gas, electricity, telecommunications and any other services and supplies.

**“Service Media”** means all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**“Service Media Provider”** any organisation whose business includes the installation of Service Media;

**“SUDS Drainage Area”** means the area shown coloured blue on Plan 2;

**“VAT”** means value added tax and any other tax or duty of a similar nature substituted for it or in addition to it;

**“Yellow Land”** means the land cross hatched yellow on Plan 2.

## 2 INTERPRETATION

2.1 In this Deed:

2.1.1 the expression **“the Grantor”** includes the owner or owners for the time being of the Grantor’s Property, and the Grantor’s successors in title;

2.1.2 the expression **“the Grantees”** includes the owner or owners for the time being of the Grantees’ Property, and the Grantees’ successors in title;

2.1.3 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;

2.1.4 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;

2.1.5 words importing the singular number include the plural and vice versa;

2.1.6 clause, paragraph and schedule headings are not to affect interpretation;

2.1.7 any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party’s behalf, or under that party’s control;

2.1.8 unless the context otherwise requires, a reference to a clause or to a Schedule is a reference to the relevant clause in, or Schedule to this Deed, and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.

2.2 Any references in this Deed to **“liability”** include, where the context allows, claims, demands, proceedings, damages, loss, costs and expenses.

2.3 Any references in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

### **3 GRANT OF EASEMENTS**

In consideration of the Fee (receipt of which is acknowledged by the Grantor), the Grantor pursuant to section 127 of the Local Government Act 1972 with full title guarantee grants the Rights to the Grantees for the benefit of Grantees' Property to hold the Rights to the Grantees in fee simple.

### **4 COVENANTS BY THE GRANTOR**

4.1 The Grantor on behalf of itself and its successors in title to the Grantor's Property covenants with the Grantees, for the benefit of the Grantees' Property, to observe and perform the covenants in Part 1 of Schedule 2.

4.2 The Grantor on behalf of itself and its successors in title to the Grantor's Property covenants with the Grantees, for the benefit of the Grantees' Property, and with the intention that that the covenants will bind the Grantor's Property but not so as to impose any personal liability on the Grantor or any successor in title of the Grantor after it has parted with all of its interest in the Grantor's Property to observe and perform the covenants in Part 2 of Schedule 2.

### **5 COVENANTS BY THE GRANTEES**

The Grantees covenant with the Grantor for the benefit of the Grantor's Property, that the Grantees, their successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the covenants in Schedule 3.

### **6 LAND REGISTRY RESTRICTION**

The Grantees and the Grantor request the Land Registry to enter in the proprietorship register of the Grantor's Property a restriction referring to this Deed in the following form:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5 of part 1 of Schedule 2 to the Deed of Grant dated [\*] and made between (1) Angmering Parish Council (2) Peter Taylor, Anne Taylor, Sean Taylor and Andrew Taylor and (3) Crayfern Homes Limited have been complied with or that they do not apply to the disposition."*

### **7 DECLARATIONS**

7.1 The Grantees and the Grantor declare that this Deed does not operate to create or convey any easements, rights or privileges over the Grantor's Property other than those expressly granted by this Deed.

7.2 Except as expressly granted in this Deed, the Grantees are not to become entitled to any right to light or air, or to any other easement, right or privilege over the Grantor's Property which would or might restrict or prejudicially affect the future rebuilding, alteration or development of the Grantor's Property.

7.3 Unless otherwise stated, the Rights are not granted exclusively and are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights.

### **8 REGISTRATION AND MEMORANDUM**

8.1 The Grantees agree forthwith to apply to the Land Registry on Form AP1 to register the benefit and burden of the easements and restrictive covenants granted by this Deed on the registers of the titles to the Grantor's Property and the Grantees' Property, and to deliver to the Grantor, within ten days of registration, official copies

of the registers of those titles (and of the title plans) evidencing that the necessary entries have been made.

- 8.2 The Grantor agrees to place a certified copy of this Deed with the title deeds to the Grantor's Property, to endorse a memorandum of this Deed on the conveyance or other instrument or instruments by virtue of which the Grantor's Property is vested in the Grantor, and to supply to the Grantees a certified copy of the memorandum within ten days of the date of this Deed.

**9 VAT**

- 9.1 All sums made payable by this Deed are exclusive of any VAT.
- 9.2 Any obligation to pay money includes an obligation to pay VAT chargeable in respect of that payment.

**10 JURISDICTION**

This Deed is governed by and construed in all respects in accordance with the law of England.

**11 THIRD PARTY RIGHTS**

Save as expressly provided, none of the provisions of this Deed are intended to or will 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 Deed.

**DULY DELIVERED AS A DEED** on the date inserted at the beginning of this document.

## SCHEDULE 1

### The Rights

- 1 The right in common with all others so entitled to pass and repass with or without vehicles over Mayflower Way at all times and for all purposes in connection with the use of the Grantees' Property.
- 2 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of Mayflower Way in order to improve, maintain, reinforce, repair, renew, clear or inspect the same subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others.
- 3 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Grantor's Property not yet built upon to fell, trim or lop any trees, bushes and other vegetation on Mayflower Way, the Green Land, the Yellow Land any other part of the Grantor's Property not yet built upon which obstruct or interferes with the exercise of the Rights granted to the Grantees by this deed provided that the person exercising such rights removes from the Grantor's Property all timber, wood and vegetation cut and leave the Grantor's Property neat and tidy.
- 4 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of Mayflower Way or the Grantor's Property not built upon and to the extent reasonably required by the Grantees to:

4.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under Mayflower Way; and

4.2 lay install alter and/or construct new Service Media in, on or under Mayflower Way and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor and subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others.

- 5 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Green Land or the Grantor's Property not built upon and to the extent reasonably required by the Grantees to:

5.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under the Green Land in order to discharge surface water from the Grantees' Property to the SUDS Drainage Area on the Grantor's Property; and

5.2 lay install alter and/or construct new Service Media in on or under the Green Land in order to discharge surface water from the Grantees' Property and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others and taking all reasonable precautions to safeguard the users of the Grantor's adjoining property as public open space.

6 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Yellow Land or the Grantor's Property not built upon and to the extent reasonably required by the Grantees in order to:

6.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under the Yellow Land necessary to discharge foul water from the Grantees' Property; and

6.2 lay install alter and/or construct new Service Media to discharge surface water in on or under the Yellow Land in order to discharge foul water from the Grantees' Property and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor and subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others and taking all reasonable precautions to safeguard the users of the Grantor's adjoining property as public open space.

7 The right to the free and uninterrupted passage of Services to and from the Grantees' Property through, over and along any Service Media now or at any time found in, on or under Mayflower Way, the Green Land or the Yellow Land including, for the avoidance of doubt, the free and uninterrupted passage of surface water via the Green Land to the SUDS Drainage Area.

8 The right of support for any Service Media now or at any time found in, on or under Mayflower Way, the Green Land or the Yellow Land from the Grantor's Property.

9 The right of support to the Grantees' Property and any building now or at any time found on the Grantees' Property from the Grantor's Property.



## SCHEDULE 2

### Part 1

#### Grantor's Positive Covenants

- 1 To maintain Mayflower Way in good repair and condition unless and until it is adopted by a Relevant Authority and subject to payment of a fair proportion by the Grantees, as determined from time to time by the Grantor acting reasonably, of the costs and expenses properly incurred by the Grantor in so doing.
- 2 Where reasonably requested by the First Grantee or the Second Grantee, at the cost of the Grantees (such costs to be reasonable and properly incurred) to enter without delay into any wayleave agreement, deed of easement or any other agreement specified by a Service Media Provider in order for Service Media to be made or laid in, under or over Mayflower Way, the Green Land and/or the Yellow Land in exercise of the Rights granted to the Grantees or to enable such Service Media to be adopted.
- 3 Not to dispose of the whole or any part of the Grantor's Property without first procuring that the dispositive covenants (and if more than one, jointly and severally) with the Grantees and for the benefit of the owner or owners from time to time of the Grantees' Property to observe and perform the covenants set out in this Schedule 2 (including this covenant) in the form set out in SCHEDULE 4.

### Part 2

#### Grantor's Restrictive Covenants

- 1 Not to obstruct, prevent or interrupt the exercise of the Rights by the Grantees but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.
- 2 Not to carry out any works or erect any building or structure or plant within 1 metre of any Service Media serving or capable of serving the Grantees' Property, and not to materially interfere with, impede or obstruct the Grantees' access to or use of them. This paragraph 2 does not apply in so far as is necessary for the Grantor to carry out temporary works in order to comply with Schedule 2, Part 1 above, but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.
- 3 Not to discharge into the Service Media any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
- 4 Not to do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Service Media or interfere with, impede or obstruct the Grantees' access to or use of them but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.

### **SCHEDULE 3**

#### **Part 1**

##### **Grantees' Positive Covenants**

- 1 When exercising the Rights, to comply with all laws governing the installation, works to and use of the Service Media.

#### **Part 2**

##### **Grantees' Restrictive Covenants**

- 1 Not cause any damage to the Grantor's Property or to any property of the owners or occupiers of the Grantor's Property except so far as is reasonably necessary for the Grantees to exercise the Rights, and shall as soon as possible make good any damage to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.
- 2 Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

## SCHEDULE 4

### Deed of Covenant

**THIS AGREEMENT** is made on [*insert day and month*] 20[*insert year*]

#### PARTIES

- 1 [*Insert name[s] of owner[s] of the Grantees' Land*][ of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*] (the Grantee[s]); [and]
- 2 [*Insert name of entity/entities acquiring interest in the Grantor's Land*] of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*]] (the Transferee[s]);

#### 3 DEFINITIONS

**"Deed of Easement"** means a Deed of Easement dated [*insert date*] made between (1) Angmering Parish Council (2) Peter Taylor, Anne Taylor, Sean Taylor And Andrew Taylor and (3) Crayfern Homes Limited affecting the Grantor's Property;

**"Grantor's Property"** means the freehold land known as [*insert details*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged blue] on the Plan];

**"Plan"** means the plan annexed to this Deed; and

**"Property"** means the [freehold land known as [*insert details of land acquired by Transferee*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged red] on the Plan].

#### 4 INTERPRETATION

In this deed any obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.

#### 5 TRANSFEREE'S COVENANTS

The Transferee[s] covenants with the Grantee[s] that it will:

- 5.1 observe and perform the covenants contained in Schedule 2 to the Deed of Easement as if:
  - 5.1.1 those covenants were set out in full in this Deed; and
  - 5.1.2 references to the Grantor's Property in the Deed of Easement were references to the Property in this Deed.
- 5.2 make an application to the Land Registrar on form RX1 to register a restriction on the proprietorship register of the title to the Property in the form set out in clause 6 of the Deed of Easement.

**6 RELEASE**

6.1 In consideration of the covenants in clause 4, the Grantee[s] release[s] [*insert name of seller of property being transferred*] from all of the obligations on the part of the Grantor under the Deed of Easement [and the deed of covenant dated [*insert date*] made between [*insert details of parties*]].

6.2 The ending of liability under the covenants under clause 5.1 is without prejudice to the rights of any party in respect of any subsisting breach of the covenants.

**7 JOINT AND SEVERAL LIABILITY**

Where the Transferee is more than one person the Grantee[s] may release or compromise the liability of any of those persons under this deed or grant time or other indulgence without affecting the liability of any other of them.

**8 GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**9 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**10 THIRD PARTY RIGHTS**

Save as expressly provided, none of the provisions of this Deed are intended to or will 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 Deed.

**11 EXECUTION**

The Grantee[s] and the Transferee[s] have executed this Deed of Covenant as a deed and it is delivered on the date set out above.

Signed as a deed by *[insert full name of Grantees or their successors in title]* [acting by a director] .....

In the presence of

Witness signature: .....

Name (in BLOCK CAPITALS): *[insert name]*

Address: *[insert address]*

Occupation: *[insert occupation]*

[OR]

Signed as a deed by *[insert full name of Grantees or their successors in title]* acting by [a director and its secretary OR two directors] *[Director]* .....

.....  
*[[Director OR Secretary]]*

Signed as a deed by *[insert full name of Transferee]* [acting by a director] .....

In the presence of

Witness signature: .....

Name (in BLOCK CAPITALS): *[insert name]*

Address: *[insert address]*

Occupation: *[insert occupation]*

[OR]

Signed as a deed by *[insert full name of Transferee]* acting by [a director and its secretary OR two directors] *[Director]* .....

.....  
*[[Director OR Secretary]]*

**SIGNED as a DEED by** .....)  
**PETER TAYLOR**.....)  
in the presence of:.....)

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**SIGNED as a DEED by** .....)  
**ANNE TAYLOR**.....)  
in the presence of:.....)

.....  
Anne Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

**SIGNED** as a **DEED** by .....)  
**PETER TAYLOR** as attorney for.....)  
**SEAN TAYLOR**.....)  
Under a power of attorney dated [ 2018])  
in the presence of: .....

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....  
.....  
.....

Witness Occupation.....

**SIGNED** as a **DEED** by .....)  
**PETER TAYLOR** as attorney for.....)  
**ANDREW TAYLOR**.....)  
Under a power of attorney dated [ 2018])  
in the presence of: .....

.....  
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....  
.....  
.....

Witness Occupation.....

**EXECUTED** as a **DEED** by ..... )  
**CRAYFERN HOMES LIMITED** ..... )  
acting by [ ], a ..... )  
director, in the presence of: ..... )  
..... )

Signature of witness:

Name:

Address:

**EXECUTED** as a **DEED** on behalf  
**ANGMERING PARISH COUNCIL**

Councillor

Councillor



# Public Document Pack Agenda Item 20

Subject to approval at the next Housing & Customer Services Working Group meeting

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## HOUSING & CUSTOMER SERVICES WORKING GROUP

16 March 2021 at 6.00 pm

Present: Councillors Bennett (Chairman), Mrs Pendleton (Vice-Chair), Bicknell, Mrs Cooper, Mrs Haywood, Hughes and Ms Thurston (Substitute for Mrs Catterson)

Councillor Mrs Gregory was also in attendance for all or part of the meeting.

Apologies: Councillors Mrs Catterson and Goodheart

### 24. DECLARATIONS OF INTEREST

No declarations of interest were made.

### 25. MINUTES

The minutes of the Housing and Customer Services Working Group meeting held on 4 February 2021 were approved.

### 26. REPAIRS HANDBOOK

The Business Improvement Manager provided members with an overview of her report. She then drew members attention to the Repairs Handbook being a guide to tenants outlining common repair issues and clarifying at a glance where repair responsibilities lay, that it was also an opportunity to provide home safety advice and detail around the Council's compliance responsibilities as a landlord and, as a tool for communicating with residents, was an addition to the Council's commitment to improving the service delivery details shared with each tenant.

Members then took part in a full debate and points raised included commendation to the people involved in drafting it, praise for the idea of checking ID of people before letting them in, the communication between contractors and householders when making arrangements for repair, whether guidelines are issued for how long to expect to wait before a repair is done and the possibility of making more explicit the fact that the illustrative lists of repairs in the handbook were indicative and not exhaustive so that tenants would be clear about theirs' and the Council's responsibilities.

The Business Improvement Manager and Group Head of Residential Services provided full answers to the points raised. It was confirmed that the timing of repairs was agreed between the contractor and householder at the time of arranging the appointment and that the illustrative list not being exhaustive was to be emphasised in the final version of the handbook in multiple locations including a clearly marked paragraph at the beginning of the guide.

Based on members approving a revised version without having seen it and the Chairman and Vice-Chairman approving the final version before it went onto on the website,

The Working Group

RECOMMEND to Cabinet that:

- 1) the Tenants Repair Handbook be adopted; and
- 2) delegated authority be given to the Group Head of Residential Services to approve changes to the handbook

27. INCOME RECOVERY POLICY

The Neighbourhood Services Manager provided members with an overview of her report. She then drew members attention to recognising that rental income was the main source of income to the Housing Revenue Account and that maximising the collection of rent ensured that the Council was able to deliver essential services to tenants in terms of managing their tenancies and investing in the Council's properties. She explained the policy set out a robust approach to collecting rent but also recognised many residents required support and advice in making payments so that they could sustain their tenancies.

The Working Group

RECOMMEND to Cabinet that;

- 1) the Income Policy 2021 be adopted;
- 2) delegated authority be given to the Group Head of Residential Services to make changes to the Policy.

28. ANTI-SOCIAL BEHAVIOUR POLICY

The Neighbourhood Services Manager provided members with an overview of her report. She drew members attention to section 218 of the Housing Act 2004 which required social landlords to publish a policy and procedure for dealing with reports of anti-social behaviour. She explained that the Council currently dealt with a very high level of anti-social behaviour, approximately 30 reports a month, the majority of which was drug related. She noted that it was important for staff and residents to have clear guidelines on how the Council will deal with any reports, and in particular how this policy would support victims in terms of making sure that the Council was very clear on the support it provided as well as how it investigated and dealt with anti-social behaviour.

The Working Group

RECOMMEND to Cabinet that;

- 1) the Anti-Social Behaviour Policy 2021 be adopted; and
- 2) delegated authority be given to the Group Head of Residential Services to make changes to the Policy

29. DECANT POLICY

The Neighbourhood Services Manager provided members with an overview of her report. She explained that a decant was when the Council needed to do work to a property but could not carry out the work with the tenant in situ, whether that be a tenant, a licence or a leaseholder in shared ownership, due to the work being extensive or because it would take a very long time so there would be significant disruption to the resident. She noted that the policy set out clearly for both staff and residents the stages of which a decant was considered permanent or temporary, and the support and advice offered in addition to any statutory payments to recompense the residents for having to move when ordinarily they would not have chosen to.

The Working Group

RECOMMEND to Cabinet;

- 1) the Decant Policy 2021 be adopted; and
- 2) delegated authority be given to the Group Head of Residential Services to make changes to the Policy.

30. ANNUAL TENANTS REPORT 2019/20

The Group Head of Residential Services provided members with an overview of her report. She drew members attention to Appendix 1, the Annual Report to Tenants and Leaseholders 2019/20, which detailed the range of activity across the housing service for that year.

The Working Group then noted the report.

31. REPORT BACK FROM CABINET/FULL COUNCIL

The Chairman confirmed to the Working Group that the recommendations made to Cabinet from the last meeting held on 4 February 2021 were yet to be reported to Cabinet. They were scheduled to be reported to Cabinet next week on 22 March 2021.

Housing & Customer Services Working Group - 16.03.21

32. WORK PROGRAMME

The Chairman confirmed to the Working Group that there was no Work Programme to review or approve, due to the change in Governance structure that would be implemented by the Council in May 2021. The Work Programme for the New Residential & Wellbeing Services Committee would be agreed at its first meeting on 3 June 2021, under the new Governance Structure.

The Chairman took the opportunity to thank everyone involved in the Working Group over the past 2 years he had been Chairman. He commented that the team had achieved a lot and that there was a lot to be very proud of. The Vice-Chairman added her thanks to the whole team and noted how well they had performed and how appreciated the amount of work they had put in was.

(The meeting concluded at 6.23 pm)

# Public Document Pack Agenda Item 21

Subject to approval at the next Overview Select Committee meeting

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## OVERVIEW SELECT COMMITTEE

23 March 2021 at 6.00 pm

Present: Councillors Northeast (Chairman), English (Vice-Chair), Bennett, Bicknell, Mrs Cooper, Cooper (Substitute for Dendle), Dixon, Edwards (Substitute for Elkins), Gunner, Huntley, Miss Needs, Miss Seex, Tilbrook and Ms Thurston (Substitute for Mrs Catterson)

Councillors Coster, Mrs Gregory, Roberts and Dr Walsh were also in attendance for all or part of the meeting.

Apologies: Councillors Catterson, Dendle, Elkins, Lury, Staniforth and Oppler

### 504. DECLARATIONS OF INTEREST

A request to change the order of the agenda was made to bring item 10 forward to item 5 before the Cabinet members in attendance had to leave the meeting. The Chairman agreed that item's 5 and 6 would continue as planned as there were guests in attendance for these items after this then item 10 would be brought forward to item 7.

The Chairman declared a personal interest in item 8 [Equalities and Diversity] as his wife was an employee of the Council.

Councillor Bennett made an open-minded declaration in item 9 [Feedback from the Police and Crime Panel meetings held on 15 January and 29 February 2021] as he was a candidate for the Police and Crime Commissioner election.

### 505. MINUTES

The Committee approved as a correct record the minutes of the meeting held on the 26 January 2021 and agreed that the Chairman would sign these as soon as practicably possible.

### 506. GREENSPACE MANAGEMENT CONTRACT

The Environmental Services and Strategy Manager provided members with an overview of his report, where he drew members attention to the following key points;

- That there had been a consistent and constant flow of communication in terms of the planning and execution of the contract during the last 12 months and that this had strengthened the working relationship between Tivoli and the Council, enabling any day to day issues to be resolved swiftly.
- Page 5 (page 13 of the agenda) of the report before members highlighted the contract performance scores which showed that high level of standards had been maintained throughout the pandemic.

Overview Select Committee - 23.03.21

- He expressed that the hard work that had been completed behind the scenes had allowed for a consistent, largely uninterrupted service, all while keeping Tivoli staff and the Council officers safe and protected from unnecessary risk
- Finally, he drew members attention to part 6 of the report that highted the Council's 6<sup>th</sup> Green Flag award had been achieved in 2020 for Brookfield Park in Littlehampton.

He then introduced Ian Mcilroy, Danny Willmott and Dave O'Hare from Tivoli Group Ltd who provided members with a presentation on their performance over the last 12 months.

Members then took part in a full debate where the following points were raised;

- A question was raised regarding the flowering shrubs in Littlehampton that had been replaced by dwarf hebe, which was felt to have depleted the insect population in that area. It was advised by the Parks & Cemeteries Manager that the Council always tries to balance the appropriateness and species selected for planting schemes to the particular challenges of the space It was also commented that the Council were always happy to hear from members of the public with their feedback.
- Discussion was had on the challenge of litter being left in public spaces and the increased collections needed to keep up with the level of visitors. Comments on education for the public on what to do with their litter if the bins were full, along with signage on the bins with clear contact details and a designated number for the bin, to ensure that it can be easily identified for the public to report. Concerns were also discussed at the increase in visitors that would also be seen at the beaches within the district over Bank Holidays and school breaks. It was confirmed that bin numbering was already in place for bins on the cleansing contract (Biffa) and that the Parks team would look to implement similar for some of the key parks Tivoli were expecting a much busier Easter and summer period and plans were already being drawn up to be in place in time for the seasonal peaks.
- Clarification was sough on who would lead on the biodiversity plan for the Council, it was confirmed that a formal Biodiversity Action Plan is led by Planning, but that the Greenspace Service would continue working in partnership with Tivoli to deliver projects within parks and public open spaces that support biodiversity.
- Concern raised in relation to vandalism within the district and the ongoing cost of putting this right was raised. It was confirmed that this was closely monitored, and a list of hot spots did exist. Furthermore, the teams were working on plans to address and minimise the risk of vandalism happening within the district, from locking Hotham Park gates earlier, and working with the local Police. It was also confirmed that unfortunately there were a few persistent individuals who keep causing problems and unfortunately there was a cost to rectifying these issues.

Having fully debated the item the Chairman then drew the item to a close, thanked those in attendance from Tivoli Group Ltd, the Environmental Services &

Strategy Manager and the Park & Cemeteries Manager for their presentation and report update.

The Committee then noted the report.

507. COMBINED CLEANSING SERVICES CONTRACT - BIFFA

*[Councillor Roberts and Dr Walsh left the meeting at 18:58pm. Councillor Gregory arrived at the meeting at 19:39pm]*

The Environmental Services and Strategy Manager provided members with an overview of his report, where he drew members attention to the following key points;

- Section 1 and 2 of the report that detailed the scope of the contract that Biffa was responsible for.
- Section 3 of the report that detailed the challenges of the last 12 months, operating in a pandemic and in line with restrictions. He commented that Biffa had done a brilliant job in maintaining their excellent service levels.
- Section 4 outlined the Council's approach to managing the contract
- Section 5 covered detail of the areas of performance that were monitored in line with the Councils' Corporate Plan and Service delivery Plan.
- Section 6 summarised health and safety compliance and that this area was priority for both Biffa and the Council.

He then introduced Fabrice Bouchon and Damien O'Neill from Biffa Municipal Ltd who provided members with a presentation on their performance over the last 12 months.

Members then took part in a full debate where the following points were raised;

- The Chairman commented that he had nothing but praise for the way Biffa had seamlessly operated over the last year and that it was also really good to hear that they had kept themselves safe throughout the pandemic.
- A query regarding street washing, specifically, related to the public realm work expected to take place in Littlehampton that was inclusive of new paving through part of the town centre and would street washing of this area be something that Biffa could incorporate. It was confirmed that this would be taking place.
- In answer to a question relating to Biffa recruitment and the salary for staff, it was explained that from a contract management point this would be something that would be addressed at contract renewal stage. The representative from Biffa also confirmed that they had a companywide goal to become a real living wage company.
- Clarification was sought on Waste Electrical and Electronic Equipment (WEEE) recycling collections and what exactly can residents put out for this. It was explained that all the collection vehicles were fitted with cages to allow the crew to pick up the waste of electrical equipment. However, the cages

were limited on their size, and because of this it would be electrical appliance that would fit in a carrier bag.

- Discussion took place regarding the missed bin collections in Rustington and East Preston and that for a short period Green Waste collection were also suspended. It was also raised that there had been a significant issue in reporting and resolving the issue of the bins overflowing in the summer months throughout Rustington and, East Preston. Several members were in agreement with this concern and it was asked by the Leader of the Opposition how were the daily priorities adjusted and how were these decided at this time? It was clarified that there was no impact to the refuse collections, but there were 8 days of impact to the Green Waste collections. It was also explained that litter was a massive challenge, a combination of the lovely weather and increased visitors to the area. There were several lessons learned from this and there were elements of shared responsibility. It was a balancing act and it was difficult at times due to staffing issues. However, the Council and Biffa were now in a much stronger position; contingency planning has gone well, and there will be extra measures brought in to mitigate a busy Easter and the busy summer months. It was also clarified that there were daily communications between the Council and Biffa, where any resident complaints and or Member complaints were dealt with quickly and escalated when needed. The Environmental Services and Strategy Manager stated that he believed the approach taken last year was reasonable, and he was comfortable with the decisions and actions taken at that time.
- Comments were made regarding combatting the issue with Seagulls ripping open rubbish bags. It was explained that in Bognor Regis there was currently a trial ongoing with the use of Seagull proof bags (hessian sacks).
- A query was raised specifically as to what happens with the rubbish collected from the curb side and was any of that material able to be recycled. It was confirmed that residual waste goes through the Mechanical and Biological Treatment (MBT) Plant in Horsham and recycling collections are processed through the Materials Recycling Facility (MRF) in Ford. Both of these sites are operated by West Sussex County Council (WSSCC) as the waste disposal authority.
- It was raised by the Chairman that it was almost time for grass verges to be cut, he asked if there was any partnership working between Arun and West Sussex County Council (WSSCC) specifically to ensure that a litter pick was completed before the verges are cut, to stop the litter that had accumulated being left to blow around the district. It was confirmed that a Working Group has been started between Arun and WSSCC, not only would litter picking of the grass verges take place, but that this would also improve the communication between the two Councils to ensure that resources are in the right place at the right time.
- A concern was raised regarding the height and style of the bins along Bognor Seafront, which made it difficult for those in wheelchairs to use. It was confirmed that some larger bins had been placed to allow for a greater capacity during peak times and that more recycling bins would be installed in May 2021. The Cleansing Operations Manager was more than happy to look at options for additional bins would be easily accessible to all.



The Chief Executive then confirmed to members that the Government had been consulting on waste, he confirmed that they announced on Monday (22 March 2021) that they were entering their second round of this waste consultation. One of the options that had been put forward was food waste collections. He explained that the Council would be responding to that consultation and that Arun were working with WSCC and the District Councils' Network (DCN) on what waste collections may look like in the future.

Having fully debated the item the Chairman then drew the item to a close, thanked those in attendance from Biffa Municipal Ltd, the Environmental Services & Strategy Manager and the Cleansing Manager for their presentation and report update.

The Committee then noted the report.

The Chairman then confirmed to members that were in attendance that, as there was only one Cabinet Member in attendance at this point in the meeting he would commence with the original order of the agenda and the next item would be the Covid-19 update.

#### 508. COVID-19 UPDATE

The Chairman stated that on this day of reflection, he was sure that we all knew someone who had lost someone to Coronavirus, including one of our own Arun colleagues. Our thoughts go out to all those that had been affected over the last year.

The Chief Executive provided members with an overview of his report, he drew members attention to the following points;

- The Government had announced today more grant money that would be made available to Councils. In particular that all Council's would be in receipt of a Covid Outbreak Management Fund (COMF) grant. This funding would be distributed via West Sussex County Council (WSCC) and could be used for a number of activities.
- Further funding for Housing bids and funding to aid homelessness, from money advice right through to digital inclusion tools

Members were then invited to ask questions on the report update which are summarised below;

- Questions in relation to Government grant monies, how much had been retained by the Council versus how much had been given out were asked. It was advised that a written answer would be given to answer these questions.
- Staff returning to the office, it was asked if staff had yet returned to working one day from the Council buildings it was confirmed that there had been approximately 15/20 people who had and were still working out of the Council buildings. It was also confirmed that the Election Team were now also working from the office preparing for the upcoming election in May 2021. It

was also stated that there was some cross-communication in terms of Government guidelines as these, still state that office workers should continue to work from home where possible until 21 June 2021. It was also confirmed that Local Government Association (LGA) and the District Council Network (DCN) had been pushing the Government for a decision to be made regarding virtual meetings at a local level to be continued beyond 7 May 2021 or for the legislation to be extended beyond this date also. Discussion was also had on the availability of lateral flow tests. A letter of support from the Chairman was agreed to be sent to ask the Prime Minister to extend the legislation.

- A briefing for members was requested on how Freedom Leisure would be opening to the public ahead of the reopening date. It was also confirmed that an update regarding grant monies received for the Leisure industry would also be given.
- Covid Marshalls, clarification was sought as to the process that had been rolled out to be followed by Covid Marshalls. Concerns were raised by two members that in Rustington the marshalls had not been engaging with business owners, but simply observing from outside and then sending letters. An answer in writing was promised.

The Committee then noted the report and the actions taken to date.

#### 509. EQUALITIES & DIVERSITY

*(Councillor Roberts returned to the meeting at 20:45pm, during discussion on this item.)*

The Group Head of Policy provided members with an overview of her report, drawing their attention to the following points;

- There are two key pieces of legislation the Equality Act 2010 which sets out the 9 legally protected characteristics and the Public Sector Equality Duty.
- There are a number of key principals set out in the public sector equality duty, but fundamentally decisions makers have to make decisions with due regard to equality and diversity.
- Mandatory training for members and staff had been completed in early 2020. Further training would be made available for all Members and all staff
- Digital strategy that was approved at Cabinet on 22 March 2021, we need to ensure that the Council considers full digital inclusion, there will be a number of people who do not have access to online resources.
- All of the Council's Contractors are obligated to meet our standard practices
- Recruitment and employment flexibility, there is a need to balance our needs as a business with the needs of our staff, a lot of staff can work from anywhere in terms of a geographical location and we need to ensure that we remain an attractive employment opportunity.

Members then took part in a full debate, where the following points/concerns were raised;

- Clarification was sought about whether a Consultant should be recruited to complete an action plan, what was the budget that had been set aside for this and how would the members be kept up to date on the progress of this. It was confirmed that a budget of £10,000 had been set aside for equalities, but this was not all for consultancy support. It was also confirmed that all future updates on this item, would report into the Policy and Resources Committee from May 2021.
- Concerns were discussed in relation to why the work for this was not being completed 'in house', with an approach of reaching out to other Council's for advice and guidance if needed. As well as concerns voiced in reference to spending a large amount of money at the current time.
- It was confirmed that this work linked back to the strategic targets approved by members, and it had been budgeted for at the time the targets were approved. It was also confirmed that this work falls into a specialised and essential area, that it required a person with the right skills to complete the essential work.
- It was requested by the Leader of the Opposition that at the time the recommendation was put to the vote, that the recommendation was to be split into two parts, recommendation A and B to be taken together and C separately.

The Group Head of Policy thanked Members for their debate and reminded members that at this current time it was a balancing act in terms of workload. The Budget had already been agreed and that the £10,000 documented in her report was a maximum figure. Recruitment of an individual to complete the action plan would be carried out effectively and diligently to ensure best value for money.

On turning to the vote, the Leader of the Independent Group requested a recorded vote was requested for recommendation 1, part a) and b).

Those voting for were, Bennett, Bicknell, Mrs Cooper, Dixon, Edwards, English, Huntley, Miss Needs, Northeast, Tilbrook and Ms Thurston (11). Those voting against were, Cooper and Gunner (2). Councillors how abstained from voting were Miss Seex (1).

The recommendation was therefore carried,

The Committee

RECOMMEND to Cabinet that;

- a) a consultant is appointed to carry out an in-depth Equality and Diversity Survey and advise on a best practice action plan for the Council

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- b) the Group Head of Policy be given delegated powers to appoint this resource within the available budget
- c) the Council takes full account of Equalities and Diversity in the development of the new Corporate Plan 2022- 2027

510. FEEDBACK FROM MEETINGS OF THE SUSSEX POLICE AND CRIME PANEL HELD ON 29 JANUARY & 15 FEBRUARY 2021

The Committee took the report that had been attached to the agenda as read.

511. CABINET MEMBER QUESTIONS AND UPDATES

The Chairman expressed his disappointment at the lack of Cabinet Members in attendance tonight. The Chief Executive stated he would follow this up the following morning. The Chairman then invited members to share their updates and ask questions from Cabinet Members who were in attendance.

There were several comments made and opinions expressed by various members regarding the lack of attendance of Cabinet Members at the meeting. Support for a motion to suspend standing orders at Full Council meeting to be held on 24 March 2021 to allow for questions to be put to those Cabinet Members who were not in attendance tonight (23 March 2021). The Chairman agreed he would put this motion forward at the meeting of Full Council tomorrow night (24 March 2021).

In turning to the questions that were asked of the Cabinet Members in attendance a summary is detailed below;

The Leader of the Opposition asked the Cabinet Member for Commercial and Business Development, how had he fought excessive spending and kept costs down for the Council? The reply from the Cabinet Member stated that he did have concerns about the Council's future finances, and that there needed to be a focus on finding other ways to increase income to the Council, other than increasing Council Tax.

The Leader of the Opposition then asked his supplementary question which was, one of your election pledges was that you would keep Council Tax down, are you disappointed in what you have not been able to achieve in this last year as part of this administration? The reply from the Cabinet Member stated, yes, he was disappointed. The Pandemic immediately rendered what he wanted to do, almost impossible. He explained that the complications regarding the recruitment of a Commercial Manager had been discussed and explained at the Cabinet meeting on 22 March 2021 and that the welfare and wellbeing of Council staff and our residents had taken priority and that he was remaining patient.

Councillor Roberts asked the Cabinet Member for Residential Services was she surprised when the Leader of the Council announced at the Special Council meeting that housing supplied would be well over 90 houses and that this was a very different figure that those in your update reports, did you supply this information to the Leader of

the Council? The reply from the Cabinet Member stated that this was a difficult one to explain, in terms of the properties that had, had a deposit paid on them should have been able to be delivered within the timeframe we are referring to. However, we had a Pandemic and Brexit to work through and furthermore she was disappointed that we had not been able to take more people off, of the housing register during this time.

Councillor Roberts then asked a supplementary question which was, was the Leader deliberately misleading the public when he gave his answer? The Cabinet Member stated that she did not believe that the Leader deliberately misled anyone, he took the information provided by herself. She went on to explain that there were many factors that had slowed down the building process on some of these properties. She agreed that the word 'delivery' was misleading as that insinuates that it was here and ready. However, this was standard wording that was used when purchasing property.

The Cabinet Member for Residential Services was then invited by the Chairman to present her portfolio update for March to those in attendance at the meeting.

Councillor Bennett asked the Cabinet Member for Residential Services a question on housing numbers and stated that he thought it was great that this administration was providing more social housing. The Cabinet Member advised that the HRA Business plan had indicated that the Council could purchase additional properties to take the number up to 230 houses. She also explained that the Council were buying back any ex social housing, should the owner be wanting to sell within the first 5 years of their ownership and confirmed that 2 of these properties had already be bought back.

The Leader of the Opposition asked the Cabinet Member for Commercial and Business Development if he would elaborate on part of the answer he gave to his earlier supplementary question and he also mentioned that the Council lacked capacity to make progress with a Commercial Strategy. The Cabinet Member advised that he was not prepared to comment further on his last answer in reference to a 'test' that he completed. He then went on to state that his ideal in terms of recruiting a Commercial Manager and that he would be able to work with that Manager to draw up a Commercial Strategy for the Council. Not that the manager would do that work on their own. He stated that he felt the work needed to be done energetically and enthusiastically and not be a pickup and put down piece. It was evident to him that this would not have been possible at this current time. When the Council does appoint, it would need to have the right amount of man or woman power behind it to be successful.

The Leader of the Opposition then asked for clarification from the Cabinet Member, which was, what you are saying is that the Council, need more officers and that these would be financed through the commercial endeavours that you hoped to be able to complete. Discussion then was had on comments made at the Cabinet meeting that was held on 22 March 2021 in reference to the Cabinet Members previous comments on his ideas on how the Council could develop a great Commercial Strategy.

Councillor Cooper asked the Cabinet Member for Commercial and Business Development, what have you delivered for this council and do you feel that, that

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represents value for money for the Council, can anything be carried forward when your Cabinet role ends and would it have been better and better value for money for you to have stood down when you realised that you could not deliver what you wanted to and save the Council money by not paying your Special Responsibility Allowance (SRA)? The Cabinet Member stated that, he was hugely disappointed that he had not been able to do all, that he wanted. However, he had been able to provide advice and experience in terms of commercial treatment of property and that he believed had been of added value to the Council. He also reminded members that his SRA did not cost the Council any additional money, as his SRA was created by reducing the other Cabinet Member's SRA's.

The Leader of the Arun Independent Group asked the Cabinet Member for Residential Services if she believed it was possible for the Council to build enough houses to meet the current demand? And was there anything the Town Council could do to support this? The Cabinet Member provided a detailed response and in summing up she stated that we would always need social housing and in terms of the Town Council getting involved it was not something she had, had experience of.

Councillor Roberts asked the Cabinet Member for Commercial and Business Development in terms of value for money, given your failure to deliver anything in your Cabinet Role, do you think you have a right to Chair one of the new committees. The Cabinet Member responded. No.

Councillor English asked the Cabinet Member for Commercial and Business Development, how have you managed to get away with taking an SRA from public money and deliver nothing? The Cabinet Member stated that the Leader of the Council at the Cabinet meeting yesterday voiced that he believed he (I) had added value for money through my advice and expertise.

The Chairman advised the Committee that there was no Work Programme as this was the last meeting of this Committee due to the upcoming change in Governance Structure. He went on to add his thanks to the supporting Officer team and for the help and support in enabling the Council to move so quickly to virtual meetings. He gave thanks to his Vice-Chair, Cllr English. He then stated that he had concerns in reference to the new Governance Structure being one that 'self-scrutinises', he said that meaningful scrutiny came from independence and unbiased. In summing up he thanked the Committee for their performance over the last 12 months, he stated that their questions had been challenging and effective in holding those to account, Chief Inspector Carter would attest to that.

(The meeting concluded at 10.11 pm)