WB/07/1041/FUL

DATED 6TH AUGUST 2008

NORTHBROOK COLLEGE SUSSEX (1)

- and -

WORTHING BOROUGH COUNCIL (2)

- and -

WEST SUSSEX COUNTY COUNCIL (3)

SECTION 106 AGREEMENT

under Section 106 of the Town & Country Planning Act 1990 relating to the development of land at Northbrook College of Further Education Campus Broadwater Road Worthing

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DMH Stallard

Gainsborough House Pegler Way

Crawley West Sussex

RH11 7FZ

Ref 356/N39.531

This **AGREEMENT** is made by **DEED** this 6TH day of AUGUST 2008

BETWEEN

(1) **NORTHBROOK COLLEGE SUSSEX** of Littlehampton Road Goring-by-Sea Worthing West Sussex BN12 6NU ("the Owner")

and

(2) **WORTHING BOROUGH COUNCIL** of Town Hall Chapel Road Worthing West Sussex BN11 1HA ("the Borough Council")

and

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ ("the County Council")

INTRODUCTION

1. The Borough Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and is a local authority by whom the obligations in this Agreement are enforceable
2. The County Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is situated and is a local authority by whom the obligations in this Agreement are enforceable
3. The Owner is a further education corporation established pursuant to section 15 of the Further and Higher Education Act 1992 and is an exempt charity
4. The Owner is the freehold owner of the Site
5. The Owner submitted to the Borough Council the Application (WB/07/1041/FULL) for the Proposed Development in relation to the Site
6. The Council resolved at its Development Control Committee on 17 January 2008 to grant planning permission for the Proposed Development subject to the completion of this Agreement to secure:

   (i) an Infrastructure Contribution

(ii) the reservation of land within the Site for the purposes of a Community Centre

7. The Borough Council the County Council and the Owner have agreed to enter into this Agreement as a planning obligation under section 106 of the 1990 Act

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

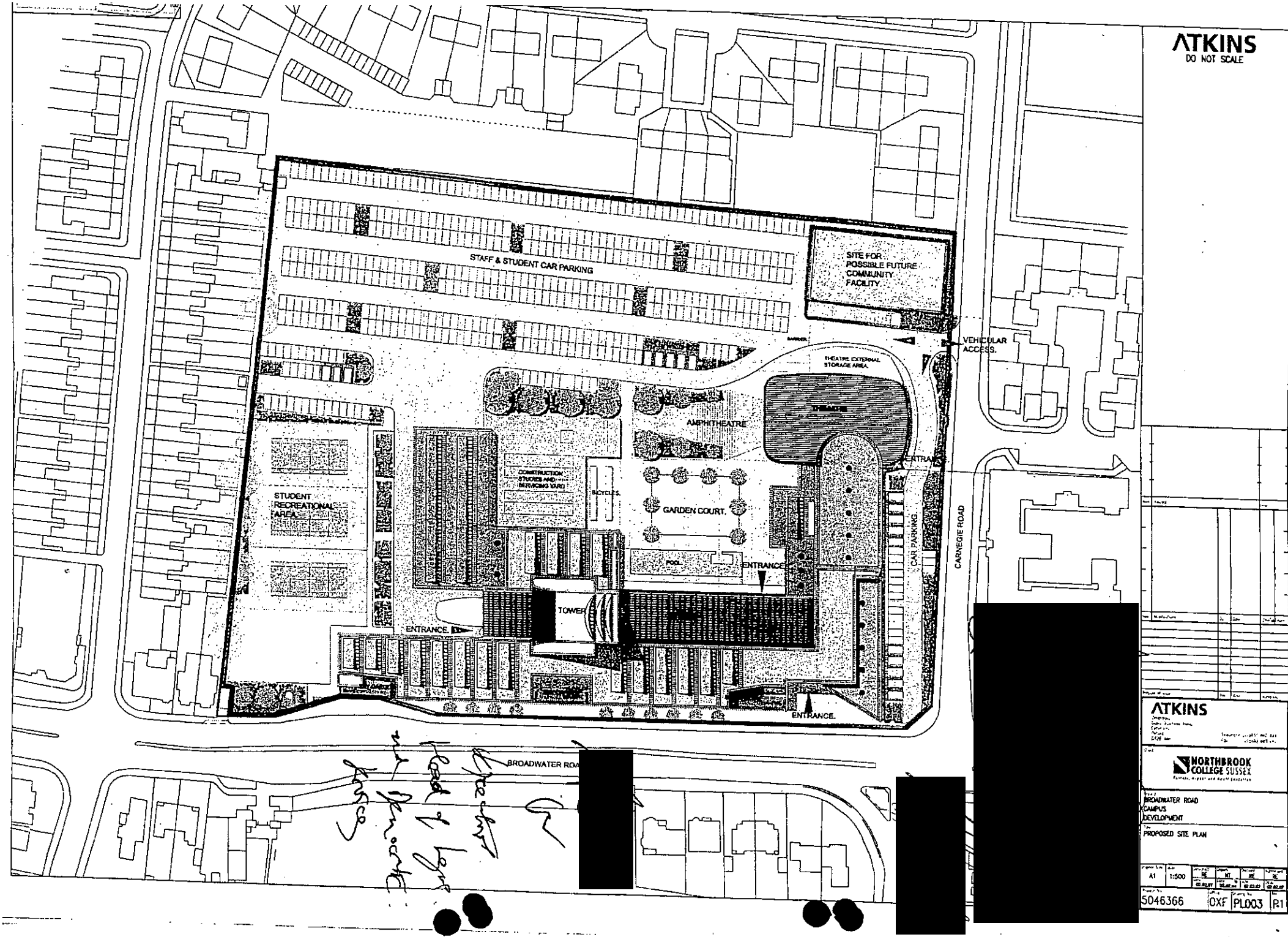
1.1 DEFINITIONS

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

"the 1990 Act"	means the Town & Country Planning Act 1990 (as amended)
"the 1980 Act"	means the Highways Act 1980
"the 1972 Act"	means the Local Government Act 1972
"Application"	means the application for planning permission for the Proposed Development submitted to the Borough Council by the Owner and allocated reference number WB/07/1041/FULL
"the Broadwater Community Centre Site"	means the land edged blue on the Plan
"the Broadwater Community Association ("BCA")"	means the community association established to promote the benefit of the inhabitants of Broadwater and to establish or secure the establishment of a community centre and to maintain

	and manage the same (registered charity number 1086517) of 60 Kingsland Road Worthing West Sussex BN14 9ED
"Commencement of Development"	shall refer to the Proposed Development and shall have the same meaning as ascribed to a "material operation" by Section 56(4) of the 1990 Act excluding demolition works archaeological investigation site clearance works site reclamation works site remediation works and the erection of fencing by way of enclosure and "Commence Development" shall be construed accordingly
"the Infrastructure Contribution"	means the sum of three hundred and thirty eight thousand five hundred and sixty five pounds (£338,565) increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Infrastructure Contribution to be used by the County Council for the purposes specified in the Fourth Schedule and for the avoidance of any doubt the Infrastructure Contribution includes all Statutory Undertaker costs associated with the works set out in the Fourth Schedule
"Occupation"	means occupation for the purposes permitted by the Planning Permission other than occupation for the purpose

	of construction fitting out security marketing or repair and Occupy Occupier and Occupied are construed accordingly
"the Plan"	means the site plan number PL003 Rev.P1 annexed hereto
"Planning Permission"	means the planning permission granted for the Proposed Development by the Council in the form or substantially in the form annexed at the Fifth Schedule
"Proposed Development"	means the demolition of all existing college buildings and erection of new build development consisting of 3 storey building(s) with 6 storey "tower" as new Further Higher and Adult Education College on existing college site inclusive of associated on site car parking and hard and soft landscaping as set out in the Application and built in accordance with or substantially in accordance with the Planning Permission
"Site"	means the land known as the Northbrook College Broadwater Road Campus Broadwater Road Worthing being more particularly described in and conveyed by a Conveyance dated 25 March 1920 made between William Harold Tribe and Edith Eliza Harrison (1) and the County Council and shown edged red on the Plan for the purposes of identification only
"Statutory Undertaker"	shall have the meaning ascribed to it by Section 329 of the 1980 Act and shall include persons authorised under


ATKINS
DO NOT SCALE
5046366 OXF PL 003 P1
STAFF & STUDENT CAR PARKING
SITE FOR POSSIBLE FUTURE COMMUNITY FACILITY
VEHICULAR ACCESS
THEATRE EXTERNAL STORAGE AREA
AMPHITHEATRE
ENTRANCE
CONSTRUCTION STUDIES AND SERVICING YARD
BICYCLES
STUDENT RECREATIONAL AREA
GARDEN COURT
POOL
ENTRANCE
CAR PARKING
CARNEGIE ROAD
TOWER
ENTRANCE
ENTRANCE
BROADWATER ROA
ATKINS
NORTHBROOK COLLEGE SUSSEX
BROADWATER ROAD CAMPUS DEVELOPMENT
PROPOSED SITE PLAN
A1
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PL003
P1

any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Aviation Authority and the holder of a licence to supply cable television

2. CONSTRUCTION OF THIS AGREEMENT

2.1 Where in this Agreement reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it

2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Borough Council and the County Council the successors to statutory functions

3. LEGAL BASIS

3.1 This Agreement is made pursuant to section 106 of the 1990 Act section 278 of the 1980 Act and s 111 of the 1972 Act

3.2 The covenants restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Borough Council and the County Council as local planning authority and highway authority respectively against the Owner and its successors in title

4. CONDITIONALITY

4.1 This Agreement is conditional upon:

(i) the grant of Planning Permission; and

(ii) the Commencement of Development (save for clause 14 which takes effect on the date hereof)

5. THE OWNERS COVENANTS

5.1 The Owner covenants with the Borough Council as set out in the First Schedule

5.2 The Owner covenants with the County Council as set out in the Second Schedule

6. THE BOROUGH COUNCILS COVENANTS

6.1 The Borough Council covenants with the Owner as set out in the Third Schedule

7. THE COUNTY COUNCILS COVENANTS

7.1 The County Council covenants with the Owner as set out in the Fourth Schedule

8. MISCELLANEOUS

8.1 No provision of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

8.2 This Agreement is a local land charge and shall be registered as such by the Borough Council

8.3 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Borough Council or the County Council under the terms of this Agreement such agreement approval or consent

or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

8.4 Upon notification from the Owner and confirmation by the Borough Council (if needed) of the performance of the Owners obligations in this Agreement the Borough Council will mark the entry in its Local Land Charges Register to that effect

8.5 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

8.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

8.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest

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

9. EXCLUSIONS FROM LIABILITY

9.1 The obligations in this Agreement will not be enforceable against a Statutory Undertaker after the transfer of any statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that Statutory Undertaker

10. WAIVER

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

11. JURISDICTION

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

12. INTEREST

12.1 If any sums due to the Borough Council or the County Council under this Agreement are not paid on the due date interest shall be payable on such sums at the rate of 4% above the base rate from time to time of HSBC Bank Plc applicable at the date the payment is made

13. RESOLUTION OF DISPUTES

13.1 In the event of any dispute between the parties hereto either party may invite the other party to resolve the dispute by mediation in such manner as the parties may agree

13.2 In the event of a dispute between the parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Agreement) the parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS) with not less than ten years recent experience in the field of town and country planning and development whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of any party and it is further agreed that

13.3 The determination of the Expert will be final and binding on the parties save in the case of manifest error

13.4 The parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct and

13.5 The Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs

14. BOROUGH COUNCIL AND COUNTY COUNCIL COSTS

14.1 The Owner will pay the Borough Council's and the County Council's reasonable costs for dealing with this Agreement

FIRST SCHEDULE

COMMUNITY CENTRE

The Owner covenants with the Borough Council as follows:

1.1 To serve written notice on the Borough Council stating the date of Commencement of Development within 14 days of the same ("the Commencement Notice")

1.2 To reserve the Broadwater Community Centre Site to the order of the BCA for the purposes of building a new Community Centre with associated car parking for a period of 5 years from the date of Commencement of Development ("the Reservation Period")

1.3 On receipt of a written request from the BCA during the Reservation Period to enter into an agreement for lease ("the Agreement for Lease") with the BCA in respect of the Broadwater Community Centre Site conditional inter alia (i) on planning permission being granted for the Community Centre and (ii) on the Community Centre being completed

1.4 Subject to the conditions of the Agreement for Lease being satisfied within the Reservation Period to grant a lease ("the Lease") for a term not less than 99 years at a peppercorn or nominal rent to the BCA in respect of the Broadwater Community Centre Site or building/s thereon such lease to include without limitation a covenant that the said site shall only be used for community centre or educational purposes and such rights and easements necessary for the purposes of the construction and use thereafter of the said site as a community centre and the parking spaces indicated on the Plan within the Broadwater Community Centre Site subject to any exceptions reservations rights easements and other matters necessary for the use of the remainder of the Site as a college of higher and further education and for the avoidance of doubt the Owner hereby acknowledges the desire by the BCA to share the use of the Owner's car parking spaces which are to be provided as part of the Proposed Development alongside Carnegie Road and the Owner therefore

agrees that it will use reasonable endeavours to enter into a formal agreement (whether under the Lease or otherwise) with the BCA for the use of said car parking spaces after 18.00 hours on weekday evenings and at any time at weekends providing that the Owner does not otherwise need to use them

1.5 To maintain and insure the Broadwater Community Centre Site during the Reservation Period or until such time as the Lease has been granted

1.6 For the avoidance of doubt if the Reservation Period expires before the Agreement for Lease is completed the Owner shall cease to be bound by the obligations in this Schedule

SECOND SCHEDULE

INFRASTRUCTURE CONTRIBUTION

The Owner covenants with the County Council as follows:

1. To serve written notice on the County Council stating the date of Commencement of Development within 14 days of the same ("the Commencement Notice")

2. To pay the Infrastructure Contribution to the County Council on or before Commencement of Development

THIRD SCHEDULE

BOROUGH COUNCIL COVENANTS

The Borough Council covenants with the Owner as follows:

1. To issue the Planning Permission within 5 working days of the date hereof

2. To use reasonable endeavours to assist where necessary in any negotiations between the Owner and the BCA arising from the obligations in the First Schedule of this Agreement

FOURTH SCHEDULE

COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner as follows:

1.1 To apply the Infrastructure Contribution as follows:

(i) Fifteen thousand pounds (£15,000) towards TRICS monitoring in the vicinity of the Site

(ii) Seventy five thousand pounds (£75,000) towards off site cycle improvements in the vicinity of the Site

(iii) Ten thousand pounds (£10,000) towards a new bus shelter near the Manor Sports Ground

(iv) Thirty thousand pounds (£30,000) towards Real Time Bus Information in the vicinity of the Site

(v) Fifty four thousand eight hundred and twenty pounds (£54,820) towards improvements to the junction of Broadwater Road/Carnegie Road/Sompting Avenue

(vi) Eighty eight thousand seven hundred and forty five pounds (£88,745) towards improvements to the junction of Ardsheal Road/Broadwater Street West

(vii) Fifteen thousand pounds (£15,000) towards the implementation of a traffic regulation order in the vicinity of the Site

(viii) Twenty thousand pounds (£20,000) towards the design and consultation of a controlled parking zone in the vicinity of the Site

(ix) Thirty thousand pounds (£30,000) towards the delivery of the controlled parking zone, if deemed necessary after consultation

1.2 That following receipt of the Infrastructure Contribution or any part of the Infrastructure Contribution paid pursuant to paragraph 2 of the Second Schedule it shall hold it in a separately identified interest bearing section of the County Council's combined accounts and thereafter only apply the same together with any interest accruing thereon only for the purposes set out at paragraph 1.1 above

1.3 That upon written request within 10 years of the date of receipt of the Infrastructure Contribution to issue to the party that paid the Infrastructure Contribution an account certified by the County Treasurer for the time being of the County Council detailing how the said Infrastructure Contribution has been spent by the County Council

1.4 That if or to the extent that the Infrastructure Contribution shall not have been spent by the County Council at the end of the period referred to in sub-paragraph 1.3 above the County Council shall on such date refund to the party that paid the Infrastructure Contribution any unexpended sum together with compound interest on the unexpended sum from the date of receipt by the County Council of the Infrastructure Contribution to the date of repayment at the base lending rate of the HSBC Bank Plc applicable at the date of repayment calculated on a day to day basis

1.5 If at the end of the period referred to in sub-paragraph 1.3 above the County Council shall have entered into a contract or other legally binding obligation to expend the Infrastructure Contribution or parts thereof for the purposes specified in sub-paragraph 1.1 above then the County Council shall not be required to refund any part of the said Infrastructure Contribution required for that purpose but shall as soon as possible following completion of the said contract or other legally binding commitment account to the party that paid the said Infrastructure Contribution in the manner set out in sub-paragraph 1.3 above and refund any unexpended part of the said Infrastructure Contribution in the manner set out in sub-paragraph 1.4 above

1.6 To complete the junction improvements to Broadwater Road/Carnegie Road/Sompting Avenue and Ardsheal Road/Broadwater Street West within twenty four (24) months of Commencement of Development

FIFTH SCHEDULE

DRAFT PLANNING PERMISSION

Portland House
Richmond Road
Worthing BN11 1LF

APPLICATION NO. WB/07/1041/FULL

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT PROCEDURE ORDER 1995

Atkins Ltd
Chilbrook
Oasis Business Park
Eynsham
Oxford
Oxon
OX29 4AH

PROPOSAL: Demolition of all existing college buildings and erection of new build development consisting of 3 storey building(s) with 6 storey "tower" as new Further, Higher & Adult Education college on existing college site, inclusive of associated on site car parking and hard & soft landscaping.

LOCATION : Northbrook College of Further Education Broadwater Road

DATE REGISTERED 16th August 2007

APPLICANT : Northbrook College

WORTHING BOROUGH COUNCIL, under the above Act and Order, gives you notice that its decision upon your application described above and in plans which accompanied the application, or as subsequently amended prior to consideration, is to

GRANT PERMISSION subject to the following conditions:-

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

   Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

cont.....

Dated :

Executive Head of Planning,
Regeneration and Wellbeing

Note: Your attention is drawn to the notes and information overleaf.

2. No development shall take place until details of the screen walls and fences have been submitted to and approved in writing by the Local Planning Authority. No building shall be occupied until such screen walls or fences as may be agreed have been erected in accordance with the approved plans.

   Reason: In the interests of amenity.

3. Prior to the commencement of development a Phasing Plan shall be submitted indicating how the development is to proceed and the car parking facilities to be made available for the College at each stage of the development. Thereafter, the development shall be carried out in accordance with the approved Phasing Plan unless otherwise agreed in writing with the Local Planning Authority.

   Reason: To control the development in detail and ensure adequate car parking exists.

4. Prior to the commencement of the development a Stage 2 Safety Audit shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. The recommendations of the Stage 2 Safety Audit shall be incorporated into a revised access plan to be submitted in accordance with the requirements of Condition 5.

   Reason: In the interests of road safety

5. Prior to the commencement of development details of the proposed access into the first phase of the development (incorporating any recommendation of the Stage 2 Safety Audit) shall be submitted in accordance with the approved Phasing Plan and approved by the Local Planning Authority in consultation with the Highway Authority.

   Reason: To provide suitable access to the development.

6. No development, hereby approved, shall be commenced until an appropriate wheel washing facility located adjacent to the construction site access has been provided in accordance with the approval of the Local Planning Authority.

   Reason: To ensure the public highway is kept free from debris and mud being deposited from the site.

7. No development, hereby approved, shall commence until an area for the storage of materials, parking for construction traffic and an appropriate turning area has been provided within the site clear of the public highway in accordance with a detailed construction plan to be submitted to and approved by the planning authority. These areas shall thereafter be retained at all times for their designated use.

   Reason: To ensure that adequate space exists for the storage of materials and the provision of parking and turning for construction related traffic.

cont.....

8. Prior to the commencement of the development a Stage 2 Safety Audit shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. The recommendations of the Stage 2 Safety Audit shall be incorporated into a revised access plan to be submitted in accordance with the requirements of Condition No.5.

   Reason: In the interests of road safety.

9. No part of the development shall be occupied until provision has been made for that phase of the development to prevent surface water discharging onto the public highway in accordance with details first submitted to and approved in writing with the Local Planning Authority.

   Reason: In the interests of highway safety.

10. No work for the implementation of the development hereby permitted shall be undertaken on the site on Sundays or on Bank or Public Holidays. On all other days such work shall only be implemented between the hours of 8.00 a.m. and 6.00 p.m. inclusive.

    Reason: To safeguard the amenities of the occupiers of neighbouring properties.

11. No external lighting/ floodlighting including the floodlighting of the MUGA shall be installed or used without the prior approval of the Local Planning Authority in an application on that behalf.

    Reason: To safeguard the amenities of the occupiers of neighbouring properties.

12. No development shall take place unless and until there has been submitted to and approved in writing by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection during the course of development. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner. Any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. All hard landscaping shall be provided prior to the occupation of the development hereby permitted.

    Reason: In the interests of amenity and of the environment of the development.

cont.....

13. The landscaping details required by Condition 12 shall provide for a minimum planting depth of 2 metres to the boundary of the site around the proposed car parking area.

Reason: In the interests of amenity and the environment of the development.

14. The existing trees, bushes and hedges shall be retained and protected, in a manner to be agreed in writing with the Local Planning Authority before the development commences, for the duration of the development. They shall not be damaged, destroyed, uprooted, felled, lopped or topped during that period without the previous written consent of the Local Planning Authority. Any trees removed without such consent or dying or being severely damaged or becoming seriously diseased during that period, shall be replaced in the following planting season with trees of such size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that vegetation which is important to the visual amenity and for the environment of the area is retained.

15. All retained trees and shrubs to be protected during construction, in accordance with BS 5837: 2005 'Trees in relation to construction'.

Reason: In the interests of the environment of the development

16. No trees shall be felled during the bird nesting season (1st April – 31 July) unless it can be demonstrated through the submission of an ecologist report and approved in writing by the Local Planning Authority which confirms that there are no breeding birds within the tress to be felled.

Reason: In the interests of the environment of the development and in accordance with the Wildlife and Countryside Act 1981.

17. The development hereby permitted shall not commence unless and until a schedule and samples of materials and finishes to be used for the external walls and roof of the proposed building have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be completed fully in accordance with the agreed materials.

Reason: In the interests of visual amenity.

18. The building hereby approved shall not be brought into use or occupied until all external finishes, as shown on the approved plans, have been fully completed to the satisfaction of the Local Planning Authority.

Reason: To ensure that the development is implemented in a manner which accords with the approved plans and which is satisfactory in appearance.

cont.....

19. The use hereby permitted including plant rooms, energy building and Theatre, shall not commence or be carried on unless and until the premises have been sound insulated in accordance with a scheme which shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the occupiers of neighbouring properties.

20. The development hereby permitted shall not commence unless and until details of the proposed foul and surface water drainage and means of disposal have been submitted to and approved in writing by the Local Planning Authority. No building shall be occupied until all drainage works have been carried out and completed in accordance with such details as may be approved by the Local Planning Authority.

Reason: To ensure that the proposed development is satisfactorily drained.

21. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

Reason: The site is of archaeological significance and it should be recorded by excavation before it is destroyed by development.

22. No structure, plant, equipment or machinery other than those indicated on approved plans shall be placed, erected, or installed on or above the roof or on external walls without the prior approval in writing of the Local Planning Authority.

Reason: To safeguard the external appearance and character of the building

23. The development hereby permitted shall not be commenced unless and until details of the sustainable design features of the development and its construction have been submitted to and approved by the Local Planning Authority. Such measures to include achieving energy efficiency in construction and use of building materials; the use of daylight, sunlight and natural air flows to provide heating and ventilation for the building; re-use and recycling of water and rainwater, composting of domestic food and garden waste; use of solar and wind energy and incorporation or utilisation of recycled building materials and excavated material and ecological restoration and enhancement of the site, including provision of bat and bird nesting boxes, as appropriate. The sustainable design measures shall ensure that a minimum of 10% of the energy requirements of the development are from renewable sources. The development shall not be built or constructed other than in full accordance with any such approval.

cont.....

Reason: To maximise the opportunities for sustainable design in accordance with the saved West Sussex Structure Plan policies DEV1 and ERA2 by improving the energy efficiency of the building and reducing demands on natural resources and waste generation and enhancing wildlife habitats in accordance with West Sussex Structure Plan policy ERA2 and Government guidance in PPS9: Bio- Diversity and Geological conservation; PPG22 Renewable Energy; and PPS10 Planning for Sustainable Waste Management.

24. The use of the MUGA shall take place between the hours of 9am - 6pm on Mondays - Saturdays and shall not be used on Sundays or Bank or Public Holidays.

Reason: To safeguard the amenities of the occupiers of nearby properties.

25. The use of the amphitheatre, hereby permitted, shall not be permitted except between the hours of 9.00 am - 9.30 pm. Mondays to Saturdays and on Sundays, Bank or Public Holidays.

Reason: To safeguard the amenities of the occupiers of nearby properties.

26. At all times a barrier shall be retained as indicated on the approved plans preventing vehicular traffic using Carnegie Road east of the application site.

Reason: In the interests of highway safety.

27. The use of the College and associated facilities including the restaurant and Theatre shall not be permitted except between the hours of 7.00 am and 12 midnight.

Reason: To safeguard the amenities of the occupiers of nearby properties.

Informatives

1. Prior to the commencement of works within the public highway, associated with the site access and highway works, the applicant shall obtain the appropriate Agreement from West Sussex County Council, as Highway Authority. This Agreement will be dealt with under the provisions of a Section 278 Agreement of the Highways Act, 1980, details of which can be obtained by contacting the Development Control Section, Highways and Transport Unit of the County Council at Chichester. (tel. no. 01243 777155). The agreement must be completed and the works implemented prior to the commencement of development.

cont.....

2. The consent of the Environment Agency and/or Southern Water Services Limited will be required for any discharges (land drainage/water supply/surface/and foul water disposal drainage) resulting from the development. The applicant is advised to contact Southern Water (the Divisional Planner at Southern House, Lewes Road, Falmer, Brighton, East Sussex BN1 9PY, (Telephone: 01273 606766) and the Environment Agency (Regional Planning Engineer at Guildbourne House, Chatsworth Road, Worthing, West Sussex, BN11 1LD, (Telephone: 01903 820692).

3. The development hereby approved may be subject to the Construction (Design and Management) Regulations 1994 which govern health and safety through all stages of a construction project. The Regulations require clients (i.e. those, including developers, who commission construction projects) to appoint a planning supervisor and principal contractor who are competent and adequately resourced to carry out their health and safety responsibilities. Clients have further obligations. Your designer will tell you about these and your planning supervisor can assist you in fulfilling them. Further information is available from the Health and Safety Executive Infoline (Tel: 0541 545500).

4. The applicant is advised that should previously unidentified protected species be found to be present during construction works, work must stop and Natural England be informed. A licence may be required from Natural England before works can re-commence. Natural England will advise accordingly.

5. This permission does not authorise the display of advertisements shown on the submitted plans, for which separate express consent under the provisions of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 is required. It is an offence to display advertisements without this consent.

6. This planning permission has been granted subject to the conditions listed above. The Council has a formal procedure for checking compliance with planning conditions and you are advised to ensure that all conditions are fully discharged. Any conditions which should be discharged prior to the commencement of development and/or which require specialist or technical data and information to be provided should be dealt with promptly. Failure to comply with a condition can result in enforcement proceedings, including the service of a Breach of Condition Notice. If you have any queries on the requirements of the conditions then please contact Maresa Kingston; on extension 1346; who is the Case Officer for this application.

7. The decision to grant planning permission has been taken having regard to the saved policies and proposals in the Worthing Local Plan 2003 and the West Sussex Structure Plan 2001 – 2016 set out below, and to all relevant material considerations, including Supplementary Planning Guidance:

Saved Worthing Local Plan 2003

RES 7: RES 12: BE1: TR9 and H18

Saved West Sussex Structure Plan 2001 – 2016

DEV1: DEV4: DEV5: CH1 and CH7

This information is only intended as a summary of the reasons for grant of planning permission. For further details on the decision please see the application report which is available from the Planning Reception at Portland House, Richmond Road, Worthing.

IN WITNESS whereof these presents have been duly executed as a deed by the Owner the Borough Council and the County Council the day and year first before written

THE CORPORATE SEAL OF

NORTHBROOK COLLEGE SUSSEX

Was hereto unto affixed in the presence of: -

[redacted]

Chair of the Corporation

Principal and Member of the Corporation

[redacted]

EXECUTED AS A DEED by affixing the Common Seal of

WORTHING BOROUGH COUNCIL

In the presence of:

[redacted]

8789

Authorised Signatory

Executive Head of
Legal and Democratic Services

EXECUTED AS A DEED by affixing the Common Seal of

WEST SUSSEX COUNTY COUNCIL

In the presence of:

[redacted]

Authorised Signatory

5/6/2008