

Date:

Section 106 Unilateral Planning Obligation

Relating to:

1 Rooks Acre Cottages, West Street, Sompting, Lancing West Sussex BN15 0AX

Parties:

1. Myles Michael Smith-Thompson
2. HSBC UK Bank PLC

To: WORTHING BOROUGH COUNCIL

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THIS DEED is dated

2026

PARTIES:

- (1) **Myles Michael Smith-Thompson** of 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX (“the **Owner**”)
- (0) **HSBC UK Bank PLC** (Company Registration No. 9928412) whose registered office is at 1 Centenary Square, Birmingham B1 1HQ (“the **Mortgagee**”)

to **WORTHING BOROUGH COUNCIL** of the Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA (“the **Council**”).

RECITALS

- A The Owner is the registered proprietor under title number WSX233703 of the land at 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX shown for identification purposes only edged blue on the Plan (“the Land”)
- B The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.
- C An Application has been made to the Council for planning permission to develop the Land by the Development.
- D The Mortgagee has an interest in the Land by virtue of a registered charge dated 1 December 2025 in respect of title number WSX233702
- E The Owner and Mortgagee are willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by covenanting to ensure the Games Room forming part of the Development is used solely for purposes ancillary to the Main House only to avoid or mitigate against any adverse effects of the Development.

1 DEFINITIONS & INTERPRETATION

1.1 In this Unilateral Planning Obligation:

“**the Act**” means the Town and Country Planning Act 1990 as amended;

“**the Application**” means the planning application numbered AWDM/1516/25 made by Mr Myles Smith for planning permission to develop the Land and shall include any amendment or renewal thereof;

“**Commencement of the Development**” means the carrying out as part of the Development of the first material operation (within the meaning ascribed in section 56 of the Act);

“the Development” means the development of the Land by the removal of the existing outbuilding to be replaced by a building to be used as a games room solely for the use ancillary to the Main House only as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

“the Land” means land at 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX shown for identification purposes only edged blue on the Plan

“the Plan” means the plan attached to this Unilateral Planning Obligation;

“Unilateral Planning Obligation” means the planning obligation set out in the clause 4 of this Deed;

- 1.2 Words importing the masculine include the feminine and vice versa;
- 1.3 Words importing the singular include the plural and vice versa;
- 1.4 Words importing persons include companies and corporations and vice versa;
- 1.5 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;
- 1.6 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation
- 1.7 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;
- 1.8 References to any party to this Unilateral Planning Obligation 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 Council the successors to their respective functions as local planning authority; and
- 1.9 The headings are for reference only and shall not affect construction.

2. ENABLING PROVISIONS

- 2.1 This Unilateral Planning Obligation is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers.

3 COMMENCEMENT AND DETERMINATION

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3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation.

3.2 If the planning permission granted pursuant to the Applicant shall expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect.

4. OWNER'S COVENANT WITH THE COUNCIL

4.1 The Owner hereby covenants with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

0. MORTGAGEE'S CONSENT

5.1 The Mortgagee to the Owner entering into this Unilateral Planning Obligation and acknowledges that this Unilateral Planning Obligation binds the Land.

5.2 The Mortgagee consents to the Owner entering into this agreement and acknowledges that this agreement binds the Land. The Mortgagee shall only be liable for any breach of this agreement if it has itself caused the breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach.

5.3 The Mortgagee consents to the Council registering the planning obligation at clause 4.1 as a restriction against the title of WSX233703 in terms set out in paragraph 2.3 of the Schedule.

5. GENERAL

The Owner acknowledges and declares that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of section 106 of the Act;

6.2 this Unilateral Planning Obligation constitutes a Deed;

6.3 this Unilateral Planning Obligation is enforceable by the Council;

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999;

6.5 this Deed is a Local Land Charge and is registerable as such by the Council;

6.6 this Unilateral Planning Obligation shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English courts;

6.7 no person shall be liable for any breach of the covenants; restrictions or obligations contained in this Unilateral Planning Obligation after that person has

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parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest;

6.8 the Owner agrees to pay the Council's proper disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owner's title valid and registering a restriction on title SX5237 with the Land Registry; and

6.9 the Owner and the Mortgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation.

6.10 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed

7. DETERMINATION OF DEED

7.1 The obligations in this deed shall cease to have effect if, before the Commencement of the Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge

8. DISPUTES

8.1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination of the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal will consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement on the arbitrator, the arbitrator shall be appointed on either party's request by the president for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

9. NOTICES

9.1 Any notice to be given under this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next working day delivery service.

9.2 Any notice to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at the Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA;
- (b) to the Owner or successor in title at the address; or
- (c) as otherwise specified by the relevant party by notice in writing to each other party.

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- 9.3 Any notice given in accordance with Clause 21.1 and Clause 21.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and
 - (ii) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 9.4 A notice given under this deed is not validly given if sent by email or fax.
- 9.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This Deed has been entered into on the date stated at the beginning of it.

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SCHEDULE

1. DEFINITIONS

- 1.1 **"the Main House"** means the building shown edged blue on the Plan and known as 1 Rooks Acre Cottages, West Street, Sompting, Lancing West Sussex BN15 0AX
- 1.2 **"the Games Room"** means the Development edged green on the Plan;

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of section 106 of the Act:

- 2.1 Not to dispose of the Games Room by way of a sale of the freehold, or by way of lease, or by any other means, separately from the Main House.
- 2.2 The Games Room shall not be occupied at any time other than for purposes ancillary to the residential use of the Main House and shall not be used as a separate or independent dwelling unit.
- 2.3 To consent to the Council's application which will be made within 28 days of this Deed to HM Land Registry for a restriction to be placed in the Charges Register of the Owner's title to the Land substantially in the following terms:

"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 Worthing Borough Council of the Town Hall Chapel Road Worthing BN11 1HA or its conveyancer that the provisions of paragraph 2.1, and 22 of the Schedule to the section 106 Unilateral Planning Obligation datedhave been complied with or that they do not apply to the disposition".

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IN WITNESS of which the Owner and the Mortgagee have executed this Unilateral Planning Obligation on the above date

Signed as a Deed by **Myles Michael Smith-Thompson**

S i g n a t u r e :__

in the presence of

S i g n a t u r e :__

Name of witness:

Address of witness:

Executed as a deed by

***As attorney for HSBC UK Bank plc
In the presence of***

***Grosvenor House, 1 Wellington Street
Sheffield, S1 4NB***

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