Dated 3rd October 2025

THE BOROUGH COUNCIL OF WORTHING (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

CONNAUGHT HOUSE (MARINE PARADE) LIMITED (3)

AND

CROUDACE FINANCE LIMITED (4)

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land at 32-34 Marine Parade,
Worthing, West Sussex, BN11 3QA

PLANNING APPLICATION REFERENCE
AWDM/1174/23

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THIS AGREEMENT is made on 3rd October 2025

BETWEEN:

(1) **THE BOROUGH COUNCIL OF WORTHING** of the Town Hall, Chapel Road, Worthing BN11 1HA ("**Council**");

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ ("**County Council**");

(3) **CONNAUGHT HOUSE (MARINE PARADE) LIMITED** a company incorporated and registered in England and Wales with company number 12649787, whose registered office is at 30-34 North Street, Hailsham, BN27 1DW, **("Owner")**; and

(4) **CROUDACE FINANCE LIMITED,** a company incorporated and registered in England and Wales with company number 09868527, whose registered office is at 36 Frederick Place, Brighton, BN1 4EA (**"Mortgagee"**);

Together the "**Parties**".

BACKGROUND:

(A) For the purposes of the 1990 Act, the Council is a local planning authority for the area within which the Site is located.

(B) The County Council is a local authority for the area within which the Site is located and is the local highway authority for the purposes of the Highways Act for the area within which the Site is located.

(C) The Owner is the freehold owner of the Site, registered at the HM Land Registry under title number WSX389546 and WSX25785, subject to a mortgage in favour of the Mortgagee but otherwise free from financial encumbrances.

(D) The Mortgagee is the registered proprietor of the charge dated 13 November 2020 referred to in the charges register of title number WSX389546 and WSX25785 and has agreed to enter into this Deed to give its consent to the terms of this Deed.

(E) The Owner has submitted the Planning Application to the Council for the Development.

(F) The Council considered the Planning Application at the meeting of its Planning Committee on the 19 June 2024 and approved the grant of the Planning Permission, subject to the prior completion of this Deed.

(G) The obligations contained in this Deed may be enforced by the Council and where specifically stated by the County Council against the Owner.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

In this Deed, unless the context otherwise requires, the following definitions apply:

the 1990 Act	the Town and Country Planning Act 1990 (as amended);
Affordable Housing	shall have the same meaning as in Annex 2 of the National Planning Policy Framework (December 2023) or such other revised or replacement document;
Affordable Housing Commuted Sum	means the sum of £341,325 (three hundred and forty one thousand, three hundred and twenty five pounds) being a financial contribution towards the provision of Affordable Housing in the Borough of Worthing;

Affordable Housing Delivery Plan	means a plan showing the tenure of the Affordable Housing Units and setting out the delivery timescales of the Affordable Housing Units to be agreed in writing between the Council and the Owner pursuant to paragraph 1 of Schedule 1 or such replacement plan as may be approved in writing by the Council from time to time;
Affordable Housing Units	means 20% or 4 (four) Units to be provided as Affordable Housing to be constructed and delivered pursuant to the Planning Permission in accordance with the Affordable Housing Delivery Plan;
Affordable Rented Units	means affordable housing to be made available by a Registered Provider to households with a Local Connection whose needs are not adequately served by the commercial housing market at rents which shall not exceed the Local Housing Allowance (as published from time to time) or up to 80% of the local Market Rent (including service charges where applicable), whichever is lower and **"Affordable Rent"** shall be construed accordingly;
All Requisite Consents	all requisite consents, orders, agreements, authorisations, licences and permissions required to implement a Highway Works Scheme
Chargee	any mortgagee or chargee or any receiver (including an administrative receiver or administrator appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed);
Commencement Date	the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a Material Operation and "Commence Development" and "Commencement of Development" shall be construed accordingly;
Commercial Units	means the units comprising commercial floorspace to be provided as part of the Development;
County Council Monitoring Contribution	means the total sum of One Thousand Six Hundred and Twenty Pounds (£1,620) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Council Monitoring Contribution	means the total sum of £1,800 (one thousand, eight hundred pounds) payable to the Council for monitoring the delivery and performance of a Qualifying Trigger over the lifetime of the Development calculated on the basis of £300 (three hundred pounds) per Qualifying Trigger;
Development	the development of the Site permitted by the Planning Permission;

Disposal	means a disposal of any Affordable Housing Units to a Registered Provider whether by the transfer of the freehold or the grant of a long lease for a term of at least 125 years and the term **"Dispose"** shall be construed accordingly;
Highway Works	means the provision of the following on the existing public highway: extension of the existing loading bay to the west of the Site in Marine Parade by 12m to allow for an HGV sized vehicle to load/unload to be completed in accordance with the Highway Works Scheme and the approved Highway Works Plan;
Highway Works Plan	means the plans appended to this Deed at Annex B;
Highway Works Scheme	means a scheme in respect of the Highway Works delivered in accordance with Paragraph 3 of Schedule 2 of this Deed
Indexation	means in relation to any sum referred to in the Schedules to this Deed as being payable by the Owner to the Council, increased by reference to the percentage increase in the Relevant Index from the Relevant Index last published before the date of this Deed to the Relevant Index last published before the date that each relevant payment is due; and means in relation to any sum referred to in the Schedules to this Deed as being payable by the Owner to the County Council, increased by the application of the following formula: $A = B \times \frac{C}{D}$ is equal to or greater than 1 where A is the sum actually payable on the date of payment B is the original sum mentioned in this Deed C is the BCIS Index at the date payment falls due D is the BCIS Index at the 1st April 2025
Interest	means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis
Local Connection	means persons who meet the definition of having a Local Connection, as set out in the Council's Choice Based Lettings Policy, as amended from time to time;
Local Housing Allowance	means the local housing allowance provided by the Valuation Office Agency and applicable from time to time to the area within which the Development is located;
Location Plan	the plan appended to this Deed at Annex A;
Market Housing Units	means a Unit that is not an Affordable Housing Unit;

Market Rent	means the estimated amount for which the relevant Unit should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;
Marketing Period	means a period of 12 months from the date on which the Registered Provider is provided with the marketing information for the Affordable Housing Units;
Material Operation	the carrying out of development as described in section 56(4) of the 1990 Act PROVIDED THAT for the purposes of the Deed the following operations shall not be taken to constitute a Material Operation: (a) site investigations or surveys; (b) site decontamination and remediation works; (c) ecological preparation works; (d) any other preparatory works as may be agreed in writing with the Council or County Council; (e) the demolition of any existing buildings or structures; (f) the clearance or regrading of the Site; (g) the provision of security fencing; (h) works connected with ground infilling; (i) the provision of any temporary site access for construction traffic; and (j) works for the provision or removal of drainage or mains services to prepare the Site for development; (k) the provision of contractors' offices and compounds; (l) the temporary display of site notices; and (m) any works that do not relate directly to either the construction of Units or Commercial Units on the Site;
Nomination Rights	means that the Council will have the right to nominate the occupier for 100% of the Affordable Rented Units for first lettings and 75% of the Affordable Rented Units for subsequent lettings;
Nominations Agreement	means an agreement to be entered into between the Council and the Owner setting out the Nomination Rights;
Occupation	the beneficial occupation for the purpose for which the Site was granted planning permission, but shall exclude occupation for the purposes of fit out or marketing or for training purposes in relation to the Commercial Units only, and "Occupy" and "Occupied" shall be construed accordingly;
Open Space Contribution	A financial contribution of £59,244 (fifty nine thousand two hundred and forty four pounds) for the provision or

	improvement (including repairs) of open space and/or recreation facilities in the Worthing Central Ward or adjoining wards;
Parties	the parties to this Deed;
Planning Application	a full planning application with planning application reference AWDM/1174/23 for part change of use of ground floor from restaurant and amusement arcade to restaurant and Use Class E (commercial/business) space with new shopfronts to Bath Place and Marine Parade; change of use of upper floors from vacant pool / snooker hall; associated extensions and alterations at ground, first, second and third floor rear and at fourth floor and roof level to create 21no residential dwellings;
Planning Permission	the planning permission to be granted pursuant to the Planning Application substantially in the form at Annex C of this Deed and such other permission granted pursuant to section 73 of the 1990 Act;
Practical Completion	means issue of a certificate of practical completion in respect of the Development;
Qualifying Trigger	means any trigger contained within this Deed that attracts the Council Monitoring Contribution and/or the County Council Monitoring Contribution as applicable because its implementation and/or adherence requires monitoring by the Council and/or the County Council;
Registered Provider	means a registered provider of social housing as defined in the Housing and Regeneration Act 2008 who is registered with the Regulator pursuant to that Act;
Regulator	means Homes England as the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;
Relevant Index	the All Items Consumers Prices Index published by the Office for National Statistics contained in the monthly digest of statistics (or contained in any official publication substituted therefore) or such other index as may be published in substitution thereof;
Shared Ownership Housing	means a form of tenure granted by lease by a Registered Provider to be disposed pursuant to shared ownership arrangements within the meaning of section 70(4) Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit from 25% to a maximum of 75% initially (at the option of the buyer) with no limitation in the aggregate equity that can be subsequently acquired by the lessee and such form of lease shall comply with the Regulator's standard form of lease for shared ownership housing or such other form of lease as maybe agreed in writing by the Council and **"Shared Ownership Lease"** shall be interpreted accordingly;

Shared Ownership Housing Unit(s)	means the Unit(s) within the Development which are to be provided as Shared Ownership Housing;
Staircased	means the purchase by the owner of an individual Unit of additional equity in a Shared Ownership Housing Unit;
Site	the land shown for identification edged red on the Location Plan;
Specialist	for the purposes of dispute resolution under clause 10 of this Deed, a person qualified to act as an expert, having not less than ten years' professional experience in relation to the matter that is in dispute;
TRO Contribution	means the sum of £10,205.00 (ten thousand two hundred and five pounds) payable to the County Council by the Owner for the promotion and advertisement of a potential Traffic Regulation Order pursuant to the Road Traffic Regulation Act 1984 for the Highways Works and payable in accordance with paragraph 2.1 of Schedule 2 of this Agreement PROVIDED THAT should annually revised costs be available, which must be justifiable, then the contribution will be adjusted accordingly and the revised contribution will be payable to the County Council
Traffic Regulation Order	means a traffic regulation order pursuant to the Road Traffic Regulation Act 1984 to provide the Highway Works
Transfer	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and **"Transferred"** shall be construed accordingly;
Travel Plan	means the travel plan to be submitted by the Owner and approved in writing by the County Council which is intended to promote the use of more sustainable modes of transport and shared transport, by occupiers of the Development with particular emphasis on encouraging a modal change away from the use of private motor vehicles;
Unit	means a self-contained unit of residential accommodation constructed after the date hereof pursuant to the Planning Permission and Units shall be construed accordingly;
Working Days	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2 INTERPRETATION

2.1 The clause headings in this Deed are for reference only and do not affect its construction or interpretation.

2.2 References to clauses and schedules are to the clauses and schedules of this Deed, unless stated otherwise.

2.3 A reference to a paragraph is to the paragraph of the schedule in which the reference is made, unless stated otherwise.

2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.6 Unless this Deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.7 References to any party in this Deed include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and references to the County Council include any successor local highway authority exercising powers under the Highways Act 1980.

2.8 If any individual clause or paragraph in this Deed is subsequently held to be unenforceable by a Court, the Parties agree that the offending clause or paragraph shall cease to be binding and will be severed from the Deed PROVIDED THAT the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Deed.

2.9 References to a Class or Classes in this Deed are references to a use class or classes as defined in the Town and Country Planning (Use Classes) Order 1987 (as amended).

3 EFFECT OF THIS DEED

3.1 This Deed is a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and the County Council in relation to the covenants, restrictions and obligations that apply to them in accordance with section 106 of the 1990 Act.

3.4 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.

3.5 This Deed will be registered as a local land charge by the Council.

3.6 The obligations in this Deed will not be enforceable against:

(a) the owner(s), tenant(s) and/or occupier(s) of a completed Market Housing Unit or Commercial Unit erected on the Site pursuant to the Planning Permission and all land held within the Market Housing Unit or Commercial Unit and a Chargee of any such owner(s) and any successor in title to any such owner(s) and/or Chargee; or

(b) (with the exception of paragraphs 1.13 and 1.14 of Schedule 1) any owners or occupiers of the Affordable Housing Units, nor their respective Chargees; or

(c) a statutory undertaker and/or utility provider upon the transfer and/or lease and/or the grant of any other interest by any Owner to that statutory undertaker of the statutory apparatus and any land upon or in which the statutory apparatus is situated;

3.7 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Deed, whether or not pursuant to an appeal.

4 CONDITIONALITY

With the exception of clauses 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 16, 17, and 18, this Deed is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

5 OBLIGATIONS OF THE PARTIES

5.1 The Owner covenants with the Council so as to bind the Site to perform the obligations as set out in Schedule 1 to this Deed.

5.2 The Owner covenants with the County Council so as to bind the Site to perform the obligations as set out in Schedule 2 to this Deed.

5.3 The Owner covenants with the Council and the County Council to perform the obligations set out in Schedule 3 to this Deed.

5.4 The Council agrees with the Owner to comply with the obligations set out in Schedule 4 of this Deed.

5.5 The County Council agrees with the Owner to comply with the obligations set out in Schedule 5 of this Deed.

5.6 Where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed, the Parties will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

5.7 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 5.7.

5.8 The Council will issue the Planning Permission within 5 Working Days of completion of this Deed.

6 WARRANTY AS TO TITLE

6.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

6.2 Until the covenants, restrictions and obligations in the Schedules to this Deed have been complied with, the Owner will give to the to the Head of Planning and Development of the Council within five Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:

(a) the name and address of the person to whom the disposition was made; and

(b) the nature and extent of the interest disposed of.

7 MORTGAGEE'S CONSENT

7.1 The Mortgagee consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site.

7.2 The Mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Site.

8 TERMINATION OF THIS DEED

8.1 This Deed will come to an end if (in so far as it has not already been complied with):

(a) the Planning Permission is quashed or revoked; or

(b) it is modified by any statutory procedure without the consent of the Owner; or

(c) the Planning Permission expires without having been implemented.

8.2 Where the Deed comes to an end under clause 8.1, the Council shall vacate or cancel the entry made in the local land charges register in relation to this Deed or otherwise record the fact that it has come to an end and no longer affects the Site.

9 NOTICES

9.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

9.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Deed (and in the Council's case marked for the attention of the Head of Planning and in the County Council's case, marked for the attention of the Section 106 Monitoring Team) or to such other address as one party may notify in writing to the others at any time as its address for service.

9.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

(a) if delivered by hand, at the time of delivery;

(b) if sent by post, on the second Working Day after posting; or

(c) if sent by recorded delivery, at the time delivery was signed for.

9.4 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

9.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

10 DETERMINATION OF DISPUTES

10.1 Subject to clause 10.7, if any dispute arises relating to or arising out of the terms of this Deed, either party may give to the other written notice requiring the dispute to be determined under this clause 10. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute, and the relief sought in relation to the dispute.

10.2 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Royal Institution of Chartered Surveyors who will have the power, with the right to take such further advice as they may require, to determine the appropriate type of Specialist and to arrange their nomination under clause 10.3.

10.3 Any dispute over the identity of the Specialist shall be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to

take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.

10.4 The Specialist shall act as an independent expert and:

(a) each party may make written representations within 20 Working Days of the Specialist's appointment and will copy the written representations to the other party;

(b) each party shall have a further 20 Working Days to make written comments on the other's representations and will copy the written comments to the other party;

(c) the Specialist shall be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as they may reasonably require;

(d) the Specialist shall not take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross examine each other;

(e) the Specialist shall have regard to all representations and evidence before them when making their decision, which shall be in writing, and shall give reasons for their decision; and

(f) the Specialist shall use all reasonable endeavours to publish their decision within 30 Working Days of receiving the representations referred to in clause 10.4(b).

10.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 10, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

10.6 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

10.7 The findings of the Specialist shall save in the case of manifest material error be final and binding on the Owner, the Council and the County Council save that the Parties retain the right to refer to the court on a matter of law.

11 WAIVER

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

12 CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT no notice of any change in ownership affecting a completed Unit or Commercial Unit shall be required.

13 INDEXATION

With the potential exception of the TRO Contribution, which is subject to paragraph 2.4 of Schedule 2, any sum referred to in the Schedules to this Deed as being payable by the Owner shall be subject to Indexation.

14 INTEREST

If any payment to be made by the Owner under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment and the Owner shall pay such Interest to the Council, or where the principal obligation is owed to the County Council, to the County Council.

15 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

16 COSTS

16.1 The Owner shall pay to the Council and the County Council prior to the completion of this Deed their reasonable legal costs incurred in the negotiation and preparation of this Deed.

16.2 The Owner shall pay the Council Monitoring Contribution within 14 days of completion of this Deed.

16.3 The Owner shall pay to the County Council on or before the date of this Deed the County Council Monitoring Contribution.

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18 JURISDICTION

This Deed shall be governed by and interpreted in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

19 SECTION 73 PLANNING PERMISSIONS

The provisions of this Deed shall apply to any modification, variation or amendment to the Planning Permission pursuant to section 73 of the 1990 Act provided that such modification, variation or amendment does not materially alter the nature of the Development, but for the avoidance of any doubt the Council shall in its absolute discretion be entitled to require the entering into of a further agreement under section 106 of the Act in relation to an application made under section 73 in respect of the Planning Permission.

SCHEDULE 1

COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING PROVISIONS

1.1 To provide the Affordable Housing Units within the Development in accordance with this Schedule 1.

1.2 To submit an Affordable Housing Delivery Plan prior to construction of works above slab level.

1.3 Not to construct above slab level until the Affordable Housing Delivery Plan has been approved in writing by the Council (**"Approved Affordable Housing Delivery Plan"**).

1.4 To construct and provide the Affordable Housing Units in accordance with the Approved Affordable Housing Delivery Plan (unless otherwise agreed in writing by the Council).

Transfer

1.5 Unless the Owner is a Registered Provider to Transfer the Affordable Housing Units to a Registered Provider.

1.6 Unless otherwise agreed in writing with the Council not to cause or allow the Occupation of more than 80% of the Market Housing Units of the Development unless and until the Affordable Housing Units have been provided in accordance with the Approved Affordable Housing Delivery Plan and those Affordable Housing Units have been transferred to a Registered Provider (unless the Owner is a Registered Provider).

Cascade

1.7 The Owner shall notify the Council in writing within 10 (ten) Working Days of the start date of the Marketing Period and provide a copy of the marketing information provided to any Registered Providers.

1.8 The Owner shall use reasonable endeavours to reach an agreement for the Disposal of all of the Affordable Housing Units to a Registered Provider throughout the Marketing Period.

1.9 In the event that at the end of the Marketing Period the Owner demonstrates to the satisfaction of the Council that it has used reasonable endeavours to Dispose of all of the Affordable Housing Units but that it has not been possible to reach an agreement then the Council shall give written notice to the Owner that is has complied with its obligations under paragraphs 1.7 and 1.8 and the Owner shall be free to dispose of the Affordable Housing Units as Market Housing Units subject to paragraphs 1.11 and 1.12 and the remainder of the obligations at paragraph 1 of Schedule 1 of this Deed shall cease to bind the Site.

1.10 In demonstrating its use of reasonable endeavours as required by paragraph 1.8 above the Owner shall, if required by the Council provide:

1.10.1 details of the Registered Providers it has contacted and any marketing activities it has undertaken;

1.10.2 evidence that it has contacted any Registered Providers that may have reasonably been suggested by the Council;

1.10.3 details of any offers it has received;

1.10.4 details of the price, which should be reasonable based on market conditions at the time it has sought to Dispose of the Affordable Housing Units; and

1.10.5 any other information that the Council may reasonably request to determine the efforts it has made to Dispose of the Affordable Housing Units.

1.11 Paragraph 1.12 shall apply if a Registered Provider cannot be found to accept a Disposal of the Affordable Housing Units in accordance with paragraph 1.8 within the Marketing Period.

1.12 The Owner shall pay the Affordable Housing Commuted Sum to the Council as follows:

1.12.1 50% of the Affordable Housing Commuted Sum shall be payable on or prior to Occupation of 50% of the Units;

1.12.2 the remaining 50% of the Affordable Housing Commuted Sum shall be payable on or prior to Occupation of 80% of the Units.

Occupation

1.13 Subject to paragraphs 1.15 to 1.17 of this Schedule 1 not to Occupy or permit Occupation of the Affordable Housing Units other than as Affordable Housing.

1.14 Not to Occupy or permit the Occupation of the Affordable Rented Units unless and until a Nominations Agreement has been entered into with the Council granting the Council Nomination Rights in respect of the Affordable Rented Units to be provided at the Development.

Exclusions

1.15 The Affordable Housing provisions in paragraph 1 of Schedule 1 of this Deed shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver provided that:

1.15.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

1.15.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

1.16 The provisions of paragraph 1 of Schedule 1 shall:

1.16.1 cease to apply to any part or parts of the Site which are disposed of in accordance with paragraph 1.15.2;

1.16.2 cease to apply to any completed Affordable Housing Units where the Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 Housing and Regeneration Act 2008 or any similar or substitute right applicable;

1.16.3 cease to apply to any completed Affordable Housing Units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) Housing and Regeneration Act 2008 or any amendment or replacement thereof; and

1.16.4 cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Lease.

1.17 For the avoidance of doubt, the provisions of paragraph 1 of Schedule 1 shall not apply to any successors in title purchasing an interest in part of the Site where provisions of this Schedule 1 have ceased to apply pursuant to paragraphs 1.9 or 1.16.

2. OPEN SPACE CONTRIBUTION

2.1 To pay the Open Space Contribution to the Council prior to Occupation of the first Unit.

2.2 Not to allow, cause or permit Occupation of the first Unit until the payment has been made pursuant to paragraph 2.1 of this Schedule 1.

SCHEDULE 2

COVENANTS WITH THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

1. TRAVEL PLAN

1.1 To submit the Travel Plan to the County Council for approval prior to Commencement of Development.

1.2 Not to allow, cause or permit Occupation of the first Unit until the Travel Plan has been approved by the County Council in writing.

1.3 Once approved and upon first Occupation, to ensure the approved Travel Plan or any amendments to it (as may be agreed with the County Council in writing) is implemented in full, in accordance with the requirements and timetable of approved Travel Plan, until such time as it is agreed between the Owner and the County Council in writing that there is no need for a Travel Plan.

2. TRO CONTRIBUTION

2.1 To pay to the County Council the TRO Contribution on or before Commencement of Development or upon receipt of the application for a Traffic Regulation Order made to the County Council in writing, whichever is the earliest

2.2 Not to cause or allow Commencement of Development or to submit a written application to the County Council for a Traffic Regulation Order before the TRO Contribution shall have been paid to the County Council.

2.3 If the TRO Contribution is not paid to the County Council on or before the relevant payment date to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the TRO Contribution

2.4 The TRO Contribution shall be subject to Indexation only if the sum has not been recalculated using annually revised costs

3. HIGHWAYS WORKS SCHEME

3.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.

3.2 Not to Commence Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.

3.3 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 Agreement with the County Council.

3.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council.

3.5 Not without the consent of the County Council to allow Occupation of any Unit until such Highway Works have been completed to the satisfaction of the County Council.

SCHEDULE 3

NOTICES

1. OWNER'S COVENANTS WITH THE COUNCIL AND COUNTY COUNCIL IN RESPECT OF NOTICES:

1.1 To serve notice of the following on the Council and County Council:

1.1.1 Twenty Working Days prior notice of the anticipated Commencement Date of the Development;

1.1.2 Notice of the actual Commencement Date of the Development within ten Working Days of such occurring;

1.1.3 Twenty Working Days prior notice of the anticipated date when the first Unit will be Occupied;

1.1.4 Notice of the actual date on which the first Unit was Occupied within ten Working Days of such occurring;

1.1.5 Twenty Working Days prior notice of the anticipated date when 50% of the Units will be Occupied;

1.1.6 Notice of the actual date on which 50% of the Units were Occupied within ten Working Days of such occurring;

1.1.7 Twenty Working Days prior notice of the anticipated date when 80% of the Units will be Occupied;

1.1.8 Notice of the actual date on which 80% of the Units were Occupied within ten Working Days of such occurring;

1.2 Each notice referred to in paragraph 1.1 of this Schedule 3 shall be sent by the Owner in accordance with clause 9, and to the Council in the form set out in Annex D of this Deed.

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. DISCHARGE OF OBLIGATIONS

That following written request of the Owner the Council shall provide within twenty Working Days written confirmation of the discharge of obligations contained in this Deed when satisfied that the obligations have been performed.

2. REPAYMENT OF CONTRIBUTIONS BY THE COUNCIL

2.1.1 To use all sums received under this Deed for the purposes specified for which they are paid;

2.1.2 To provide the Owner with such evidence as they may reasonably require in order to confirm the expenditure of sums paid by the Owner under this Deed; and

2.1.3 To repay to the person who made the payment such amount paid to the Council under this Deed which has not been expended or contractually committed in accordance with the provisions of this Deed within ten (10) years of the relevant date of payment.

SCHEDULE 5

THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:

1. DISCHARGE OF OBLIGATIONS

That following written request of the Owner the County Council shall provide within twenty Working Days written confirmation of the discharge of obligations contained in this Deed when satisfied that the obligations have been performed.

2. REPAYMENT OF CONTRIBUTIONS BY THE COUNTY COUNCIL

2.1 To use all sums received under this Deed for the purposes specified for which they are paid;

2.2 To provide the Owner with such evidence as they may reasonably require in order to confirm the expenditure of sums paid by the Owner under this Deed; and

2.3 To repay to the person who made the payment such amount paid to the Council under this Deed which has not been expended or contractually committed in accordance with the provisions of this Deed within ten (10) years of the relevant date of payment.

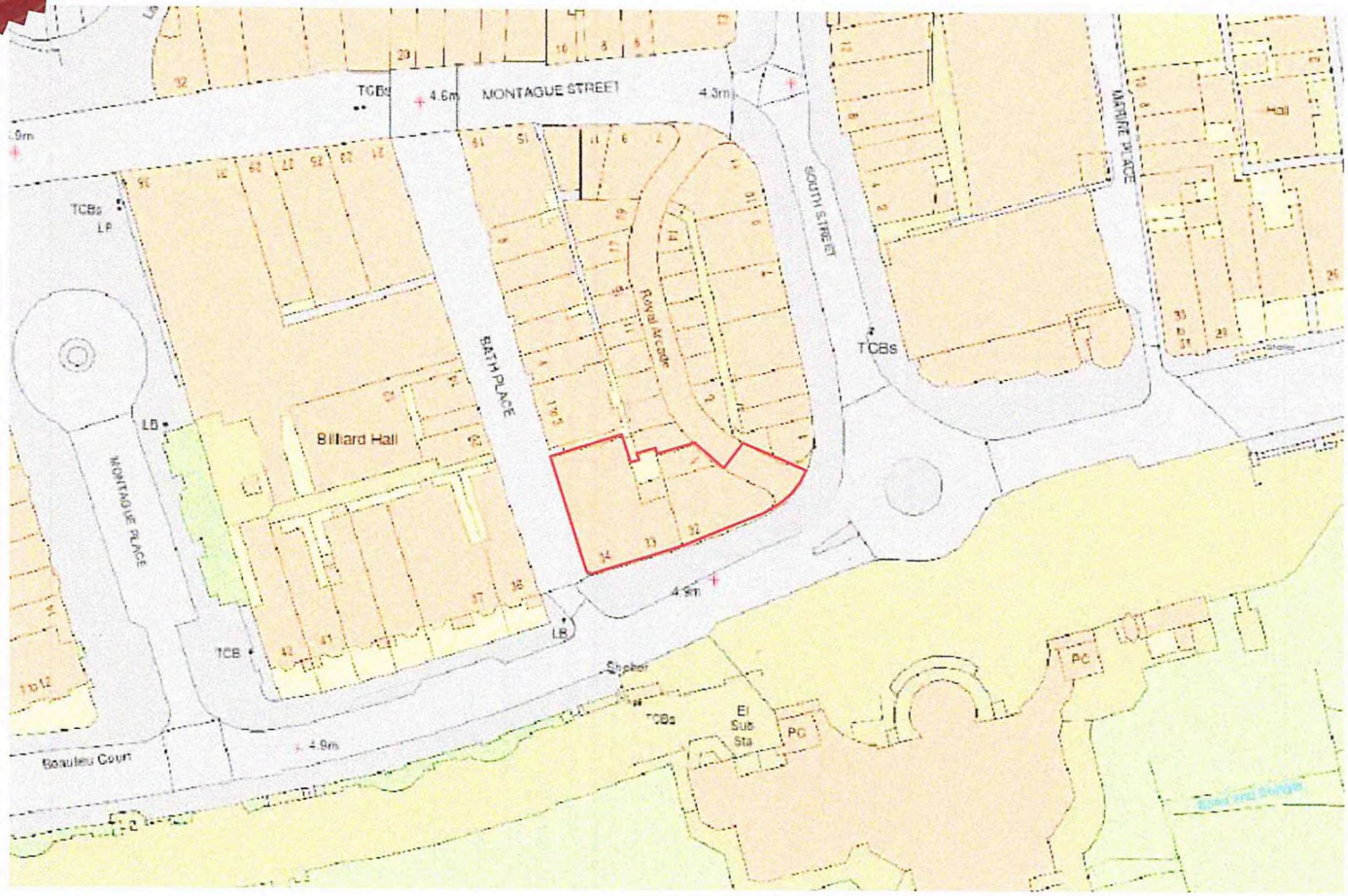
ANNEX A

LOCATION PLAN

10824

LOCATION PLAN

SCALE 1:1250



[redacted]

[redacted]

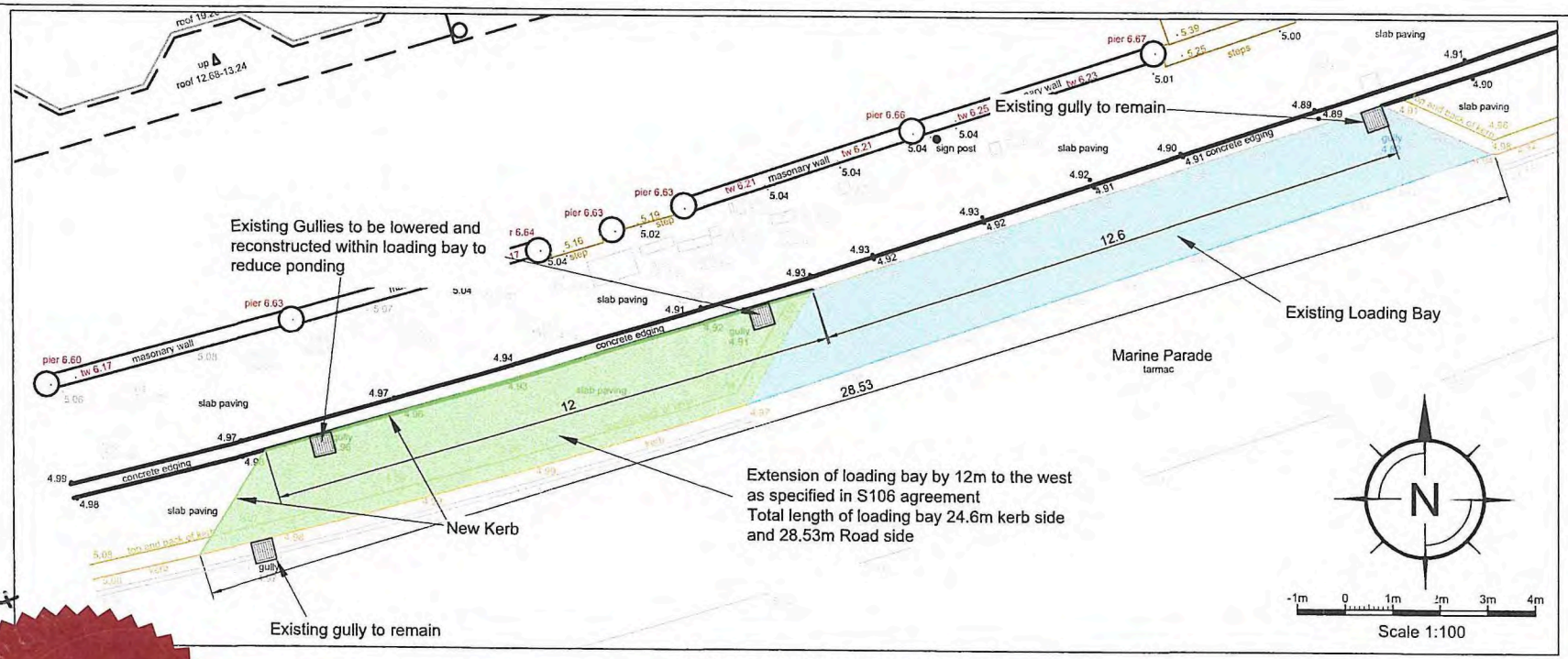
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32-34 MARINE PARADE
- WORTHING -
BN11 3QA

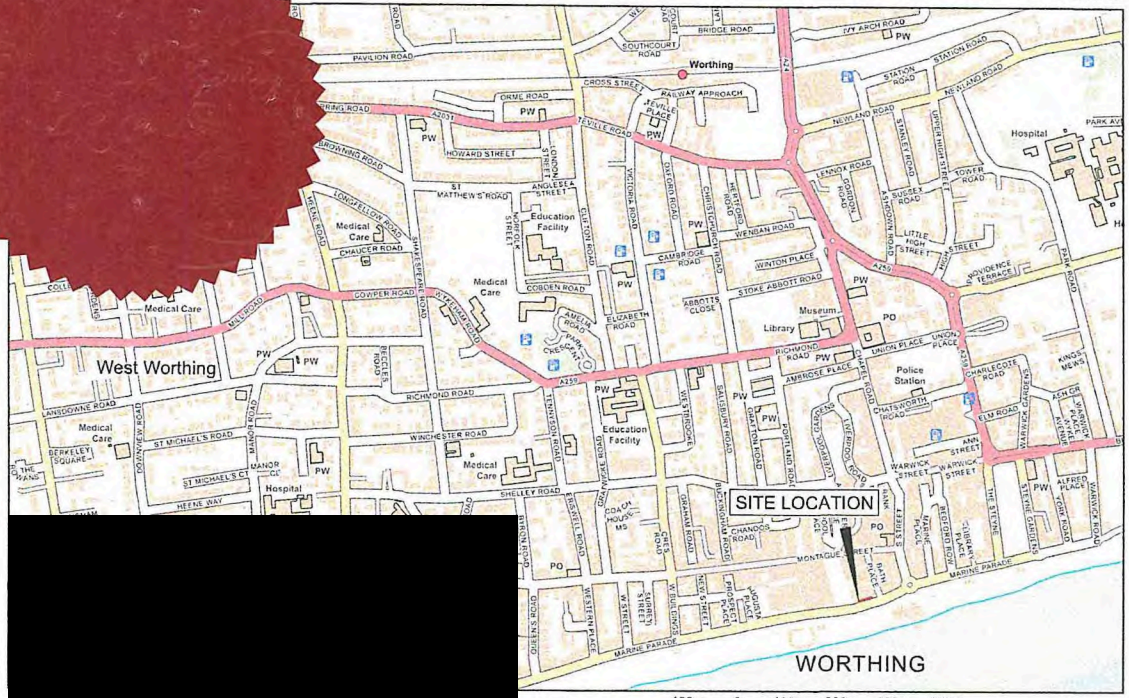
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ANNEX B

HIGHWAY WORKS PLAN

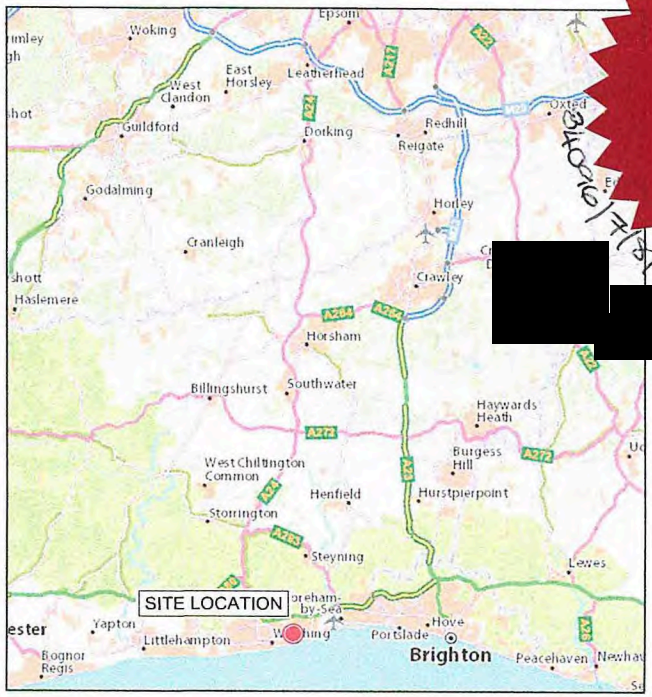


PROPOSED LOADING BAY ALTERATIONS



SITE LOCATION PLAN

Scale 1:10,000



SITE LOCATION PLAN

Not To Scale

GENERAL NOTES:

1. All dimensions to be checked on site. All details and dimensions relating to sub-Contractors work must be checked and agreed between the sub-Contractor of supplier and the general Contractor.

2. This drawing is to be read in conjunction with all relevant Architect's and Engineer's drawings and specification.

3. The main Contractor is responsible for ensuring the stability of the structure whilst the works are in progress.

4. Any information given regarding existing underground services is given in good faith after consultation with the relevant authority. No liability is accepted by the Consultant and the main Contractor is responsible for obtaining and checking all information and taking due care and attention whilst undertaking the works.

DRAINAGE NOTES:

1. All adoptable pipes, bends and junctions shall be vitrified clay in accordance with the current version of BS EN 295-1, with flexible joints and externally certified.

2. All Adoptable sewers shall be in strict accordance with the SSG Appendix G - Design and Construction Guidance. Unless otherwise stated adoptable sewers shall be 150mm diameter and shall be laid in a class S bedding. Where the depth to soffit is less than 1.2m under a public highway or 0.9m elsewhere the pipe shall be laid with a class Z bedding.

3. All private building drainage shall be constructed in strict in accordance with the current versions of BS EN 752:2017. Unless otherwise specified building drainage shall be 100mm diameter and shall be laid at a minimum gradient of 1 in 40 for foul drains and 1 in 80 for surface water drains. All building drains shall be laid in class B bedding unless otherwise specified.

4. Where a pipe is within 1m of a foundation the trench shall be filled with class GEN 3 concrete up to the lowest level of the foundation. Where the trench is further than 1m from the foundation, the trench shall be filled with class GEN 3 concrete to a level below the lowest level for the foundation equal to the distance from the foundation less 150mm. In both cases the pipe shall be bedded and surrounded in 150mm thick class GEN 3 concrete.

5. Where pipes, external to the structures, have a depth to soffit from ground level of less than 450mm they shall have a class GEN 3 concrete encasement (150mm thick). In all other cases the pipes shall be bedded and surrounded with 150mm thick granular material.

6. In any circumstances where pipes are bedded and surrounded in concrete flexible joints should be provided. Compressible boards (fibreboard or polystyrene) shall be provided at a maximum of 5m centres (excluding inspection units). The boards shall be pre-cut to pipe diameter and to a height and width equal to the concrete cross section. A board thickness of 12mm for pipes up to 450mm nominal diameter and 36mm for pipes over 450mm nominal diameters.

7. All ways shall have rodding access plates fitted at their bases (ground floor level).

8. Impermeable membranes to be sealed around any incoming pipes

9. Where existing pipes are to be abandoned they shall be dug out together with any abandoned manholes.

10. Any discrepancy between the drawing and site should be reported immediately to the Engineer.

11. All manhole and chamber sizes are given as a minimum to meet the SSG Appendix G Design and Construction Guidance

[redacted]

PRELIMINARY

The Civil Engineering Practice
11 Tungsten Building
George Street
Fishergate
Sussex
BN41 1RA
01273 424424
reception@civil.co.uk
www.civil.co.uk

Rivers Connaught House (Marine Parade) Limited

Marine Parade, Worthing

Preliminary Loading Bay Extension

N Thompson	APR 2025	24034
S Magowan	SRM	101 -
As Shown @ A3		

ANNEX C
DRAFT PLANNING PERMISSION

WORTHING BOROUGH COUNCIL

Mr Paul Joyce
Lewis and Co Planning SE Ltd
Lewis & Co Planning
2 Port Hall Road
Brighton
BN1 5PD
United Kingdom

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

APPLICATION NUMBER: AWDM/1174/23

Details of Development
PART CHANGE OF USE OF GROUND FLOOR FROM RESTAURANT AND AMUSEMENT ARCADE TO RESTAURANT AND USE CLASS E (COMMERCIAL/BUSINESS) SPACE WITH NEW SHOPFRONTS TO BATH PLACE AND MARINE PARADE.; CHANGE OF USE OF UPPER FLOORS FROM VACANT POOL / SNOOKER HALL; ASSOCIATED EXTENSIONS AND ALTERATIONS AT GROUND, FIRST, SECOND AND THIRD FLOOR REAR AND AT FOURTH FLOOR AND ROOF LEVEL TO CREATE 21NO RESIDENTIAL DWELLINGS.

Location of Development
32 - 34 MARINE PARADE WORTHING WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 23rd August 2023.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

DRAFT

Adur & Worthing Councils, Development Management, Place Directorate,
Worthing Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA
Tel: 01903 221065 Email: planning@adur-worthing.gov.uk
Web: www.adur-worthing.gov.uk

SCHEDULE

Conditions

01. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified otherwise in a subsequent condition imposed on this decision notice.

Reference/Drawing Number	Version	Date Rec
EXTG/PROPOSED BASEMENT PLAN	A-07 Rev A	23.08.2023
EXTG/PROPOSED SECOND FLOOR PLAN	A-03 Rev F	17.04.2024
ACOUSTIC REPORT -NOISE IMPACT ASSESSMENT	1186.001R.2.0J P	23.08.2023
EXTG/PROPOSED SOUTH ELEVATION	A-08 REV G	28.05.2024
PROPOSED ALUMINIUM WINDOWS	A-22 REV B	28.05.2024
PROPOSED ALUMINIUM WINDOW - DETAIL	A-21 Rev A	25.03.2024
EXTG/PROPOSED EAST ELEVATION	A-10 Rev F	17.04.2024
EXTG/PROPOSED FOURTH FLOOR PLAN	A-05 Rev E	25.03.2024
EXTG/PROPOSED ROOF PLAN	A-06 Rev E	25.03.2024
EXTG/PROPOSED WEST ELEVATION	A-09 Rev E	25.03.2024
EXTG/PROPOSED NORTH ELEVATION	A-11 Rev E	25.03.2024
SECTION 2 - DETAILS	A-17 Rev E	25.03.2024
PRODUCT SPECIFICATION	RY5000 ESP	25.03.2024
SYSTEMAIR PRODUCT SPECIFICATION	MUB 062 560D6 MULTIBOX	25.03.2024
SYSTEMAIR PRODUCT SPECIFICATION	MUB 062 630D4 MULTIBOX	25.03.2024
PRODUCT SPECIFICATION TB188	MARDOME DOME	25.03.2024
PRODUCT SPECIFICATION	EVA ANTIVIBRATIO	25.03.2024
PRODUCT SPECIFICATION	BiPVco Solar Panels	25.03.2024
PRODUCT SHEET	AVE Ltd Carbon Filter	25.03.2024
PRODUCT SHEET - SOLAR ROOF	CATNIC SOLAR SEAM	25.03.2024

Reference/Drawing Number	Version	Date Rec
DATA SHEET - SOLAR ROOF SYSTEM	BiPVco FLEXTRON	25.03.2024
ACOUSTICA TECHNICAL DATA SHEET	MUB ATTENUATOR	25.03.2024
SECTION 3/SECTION 4	A-19	04.03.2024
EXTG/PROPOSED GROUND FLOOR PLAN	A-01 REV D	04.03.2024
EXTG/PROPOSED FIRST FLOOR PLAN	A-02 REV D	04.03.2024
SMART VISOFOLD - PRODUCT SPECIFICATION	ALUMINIUM FOLDING	04.03.2024
SMART BROCHURE	ALUMINIUM DOORS	04.03.2024
PRODUCT DRAWING	STAYFIX VS WINDOW	04.03.2024
CLIMATE 1 BROCHURE	ALUMINIUM WINDOW	04.03.2024
LOCATION PLAN/BLOCK PLAN	U-01 REV C	12.02.2024
EXTG/PROPOSED THIRD FLOOR PLAN	A-04 REV C	12.02.2024
MITSUBISHI ASHP - DATA SHEET	ECODAN R32	12.02.2024
FLOOD RISK & SUSTAINABLE DRAINAGE ASSESSMENT	REF: 1654/01/HOP/R	08.01.2024

Reason: *For the avoidance of doubt and in the interests of proper planning.*

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

Reason: *To comply with Section 91 of the Town and Country Planning Act 1990.*

03. No works to implement the development shall be carried out unless and until a schedule and samples of the materials, colours and finishes to be used for the external walls and roofs of the proposed development (including all new and replacement windows and doors and balustrading to roof terraces) has been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be completed in accordance with the approved schedule and samples.

Reason: *In the interests of visual amenity and to comply with policy DM5 of the Worthing Local Plan.*

04. No works to implement the development hereby permitted shall be carried out unless and until drawings (including vertical and horizontal sections) of the detailed design, proportions and profiles of all new and replacement windows and doors of the development, and the detailed design, construction and profile(s) of the roofs of the roof extensions, have been submitted to and approved in writing by the local planning authority. Thereafter the development shall only be carried out in accordance with the agreed details.

Reason: *In the interests of visual amenity and to safeguard the character of the building and the conservation area having regard to policies DM5 and DM24 of the Worthing Local Plan.*

05. No works to implement the development shall take place, including any works of demolition, until a Construction Management Plan (CMP) has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved CMP shall be implemented and adhered to throughout the entire demolition/construction period. The CMP shall provide details as appropriate but not necessarily be restricted to the following matters:

- the anticipated number, frequency and types of vehicles used during construction;
- HGV construction traffic routings shall be designed to minimise journey distance through the AQMA's;
- the method of access and routing of vehicles during construction;
- the parking of vehicles by site operatives and visitors;
- the loading and unloading of plant, materials and waste;
- the storage of plant and materials used in construction of the development;
- the erection and maintenance of security hoarding;
- a commitment to no burning on site;
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders);
- details of public engagement both prior to and during construction works;
- methods to control dust from the site.

Reason: *In the interests of highway safety and amenity having regard to Policies DM15 and DM22 of the Worthing Local Plan.*

06. The secure, covered cycle parking provision shown on the approved plan A-01 REV D shall be provided prior to first occupation of any dwelling hereby approved and shall thereafter be retained solely for such purposes and kept free from obstruction (including access thereto) at all times.

Reason: *To encourage and provide for a sustainable non-car mode of transport in compliance with the National Planning Policy Framework and having regard to policy DM15 of the Worthing Local Plan.*

07. The security/sensor lighting to the side passage/footpath leading to the covered cycle parking provision annotated on the approved plan A-01 REV D shall be provided prior to first occupation of any dwelling hereby approved and shall thereafter be retained in working order at all times.

Reason: *To encourage and provide for a sustainable non-car mode of transport in compliance with the National Planning Policy Framework and having regard to policy DM15 of the Worthing Local Plan.*

08. No works to implement the development shall take place unless and until construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement have been submitted to and agreed in writing by the local planning authority. The scheme shall then be constructed as per the agreed drawings and FRA (Flood Risk & Sustainable Drainage Assessment by HOP, 03/01/2024, revision V1.2) and remain in perpetuity for the lifetime of the development unless agreed in writing by the Local Planning Authority. No alteration to the agreed drainage scheme shall occur without prior written approval from the Local Authority.

Reason: *To ensure that the development achieves a high standard of sustainability and in accordance with the NPPF and policy DM20 of the Worthing Local Plan.*

09. The development hereby approved shall not be first occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

i) a timetable for its implementation;
ii) details of SuDS features and connecting drainage structures and maintenance requirement for each aspect;
iii) a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: *To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with the NPPF and policy DM20 of the Worthing Local Plan.*

10. Upon completion of the surface water drainage system, including any SuDS features, and prior to the first occupation of the development; a survey and report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 8. Where necessary, details of corrective works to be carried out along with a timetable for their completion, shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

    Reason: *To ensure that the flood risk is adequately addressed, not increased and users remain safe for the lifetime of the development in accordance with the NPPF and policy DM20 of the Worthing Local Plan.*

11. Works of construction or demolition, including the use of plant and machinery, necessary for implementation of this consent shall be limited to the following times: -
    Monday - Friday 08:00 - 18:00 Hours;
    Saturday 09:00 - 13:00 Hours;
    Sundays, Bank and Public Holidays - No work permitted.

    Any temporary exception to these working hours shall be agreed in writing by the Local Planning Authority at least five days in advance of works commencing. The contractor shall notify the local residents in writing at least three days before any such works.

    Reason: *To safeguard the amenities of the occupiers of neighbouring properties having regard to policies DM5 and DM22 of the Worthing Local Plan.*

12. Work to implement the development shall not commence unless and until a scheme for protecting the proposed noise sensitive development from external noise has been submitted to and approved by the local planning authority. All works, which form part of the scheme, shall be completed before any part of the noise sensitive development is occupied. The scheme shall have regard to the principles contained within the World Health Organisation community noise guidelines and achieve the indoor ambient noise levels for dwellings specified in BS8233:2014. The scheme should include full details of glazing and a strategy to prevent overheating. The noise level of any ventilation units when in use should not exceed the levels specified in BS8233:2014 and all duct work should be fitted on anti-vibration mounts. Following approval and completion of the scheme, a test shall be undertaken to demonstrate that the attenuation measures proposed in the scheme are effective and protect the residential units from noise.

    Reason: *In the interests of residential amenity and to comply with policy DM5 of the Worthing Local Plan.*

13. The residential units hereby approved shall not be occupied unless and until a scheme for protecting the proposed noise sensitive development from noise from the lift shaft has been submitted to and approved by the local planning authority. All works, which form part of the scheme, shall be completed before any part of this noise sensitive unit is occupied. The scheme shall have regard to the principles contained within the World Health Organisation community noise guidelines and achieve the indoor ambient noise levels for dwellings specified in BS8233:2014. Following approval and completion of the scheme, a test shall be undertaken to demonstrate that the attenuation measures proposed in the scheme are effective and protect the residential unit from noise.

    Reason: *In the interests of residential amenity and to comply with policy DM5 of the Worthing Local Plan.*

14. The sound insulation of the floor/ceiling between the ground and first floor shall achieve a minimum airborne sound insulation value of 50dB (DnTw + Ctr dB). Before any residential unit is occupied a test shall be undertaken to demonstrate compliance with this level.

    Reason: *In the interests of residential amenity and to comply with policy DM5 of the Worthing Local Plan.*

15. No works to implement the development shall take place unless and until an acoustic assessment of the impact of noise from the basement commercial unit (No33-34) upon the residential units above has been undertaken and submitted to the local planning authority. The impact assessment shall include details of any mitigation necessary for protecting the residential units having regard to the principles contained within the World Health Organisation community noise guidelines and ensure the standards within Table 4 of BS8233:2014 are achieved in the residential units. All works which form part of the scheme shall be completed in accordance with the approved details before any parts of the residential units are occupied.

    Reason: *In the interests of residential amenity and to comply with policy DM5 of the Worthing Local Plan.*

16. No use of the ground-floor premises of No. 33-34 Marine Parade (including arrival, reception or dispatch of deliveries) shall take place except between the hours of 0700 and Midnight on any day.

    Reason: *To safeguard the amenities of the occupiers of neighbouring properties having regard to policies DM5 and DM22 of the Worthing Local Plan.*

17. No primary cooking of food shall take place on the ground-floor premises of No. 33-34 Marine Parade. Only pre- cooked food shall be warmed and/or re-heated on the premises by means of a microwave oven, panini grill, jacket potato oven or soup kettle. No other means of warming or re-heating pre-cooked food shall take place on the premises unless details of the appliance/equipment have been

submitted to and approved in writing by the Local Planning Authority in an application on that behalf.

Reason: *To safeguard the amenities of the occupiers of nearby properties owing to the absence of any means of ventilation for the extraction and disposal of cooking odours from the premises, having regard to policies DM5 and DM22 of the Worthing Local Plan.*

18. Notwithstanding the provisions the Town and Country Planning (Use Classes) Order 1987 (as amended) the ground-floor premises at No. 33-34 Marine Parade shall not be used for any purpose within Class E (c) (d) (e) (f) or (g) of the Schedule to Order (or in any provision equivalent to those sub-classes in any Statutory Instrument revoking and re-enacting that Order with or without modification).

Reason: *To maintain the character and vibrancy of the seafront whilst having regard to the amenities of neighbouring residential occupiers in accordance with policy DM13 of the Worthing Local Plan.*

19. The replacement extraction system and odour abatement equipment/treatment for the existing restaurant use at No. 32 Marine Parade shall be implemented in accordance with the submitted odour risk assessment, specification and mitigation measures listed in Condition 1 of this permission prior to first occupation of any dwelling hereby permitted.

Reason: *To safeguard the amenities of the occupiers of nearby properties having regard to policies DM5 and DM22 of the Worthing Local Plan.*

20. No work to implement the development shall take place unless and until details of the proposed sustainability measures including not less than 7no ASHPs and an integrated solar PV array on the roof have been submitted to and approved in writing by the Local Planning Authority. No dwelling hereby permitted shall be first occupied until the agreed sustainability measures have been installed.

Reason: *In the interests of sustainable development and to comply with policies DM16 and DM17 of the Worthing Local Plan.*

21. Prior to installation details of the external fixed plant and equipment (including the ASHPs and any other air handling plant) including noise emissions and any necessary acoustic attenuation measures shall be submitted to and approved in writing by the Local Planning Authority and shall only be installed in accordance with the approved details. The acoustic attenuation measures shall be completed prior to occupation of any dwelling hereby permitted and shall thereafter be retained permanently.

Reason: *To safeguard the amenities of the occupiers having regard to policies DM5 and DM22 of the Worthing Local Plan.*

22. The windows in the north elevation of Flat 1 and Flat 8 shown on the approved plans shall at all times be fitted with obscured glass (not less than Obscurity Level 3).

Reason: *To prevent overlooking and to comply with policy DM5 of the Worthing Local Plan.*

23. No works to implement the development shall take place unless a draft 'Sustainable Travel Pack' incorporating sustainable travel incentives and discounts for the occupiers of the proposed dwellings has been submitted to and approved in writing by the local planning authority. The approved 'Sustainable Travel Pack' shall thereafter be implemented in full accordance with a timetable to be approved.

Reason: *To encourage and promote alternative travel options to the use of the private car and to ensure the delivery of sustainable development in accordance with the NPPF and policy DM15 of the Worthing Local Plan.*

24. No work to implement the development shall take place until details of the facilities for storing refuse/waste/recycling to serve the development have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be first occupied until the agreed refuse/waste/recycling provision has been provided and shall thereafter be permanently retained.

Reason: *In the interests of amenity and to comply with policy DM5 of the Worthing Local Plan.*

Informatives / Notes to Applicant

01. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

02. All Planning Applications for both domestic and non-domestic premises that have been granted approval for new development or conversions will require a new, or amended property address for the proposed development. Developers will be required to submit a Street Naming and Numbering Application to the Street Naming and Numbering Department upon commencement of works to enable the new development to be officially addressed in compliance with the British Standard of Addressing; known as BS7666. Developers are invited to complete their Street Naming and Numbering Application via the following link to the councils' website: www.adur-worthing.gov.uk/naming-and-numbering Information and guidance regarding the Fees for the service provided are also available at this location. Alternatively, please do not hesitate to contact the Street Naming

and Numbering Department via the following methods should you have any queries; Street Naming and Numbering, Adur & Worthing Councils, Portland House, 44 Richmond Road, Worthing BN11 1HS. Telephone Number: 01903 221479. Email: llpg@adur-worthing.gov.uk

03. The Applicant is reminded that the development the subject of this decision notice is liable for Community Infrastructure Levy (CIL). A CIL Liability Notice will be issued to the liable person(s) and a CIL Land Charge added to the register. CIL will become liable upon commencement of the development with the liable person(s) required to submit a CIL Commencement Notice at least one day before the development commences. Further information can be found on the Council's website via the link https://www.adur-worthing.gov.uk/planning-policy/infrastructure/

In calculating individual charges for the levy, regulation 40 (as amended by the 2014 Regulations), requires collecting authorities to apply an index of inflation to keep the levy responsive to market conditions. The index is the national All-In Tender Price Index of construction costs published by the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors. This index presents forecast figures, which are updated and finalised periodically. To reduce the need for repeated re-calculation indexing will be applied from the previous 1st November of the date of the CIL Liability Notice to the previous 1st November of the date the payment is due using the national all in Tender Price Index.

04. Southern Water requires a formal application for a connection to the public sewer to be made by the applicant or developer. To make an application visit Southern Water's Get Connected service: developerservices.southernwater.co.uk and please read the New Connections Charging Arrangements documents which are available on the Southern Water website via the following link: southernwater.co.uk/developing-building/connection-charging-arrangements

Southern Water can facilitate water supply to service the proposed development. Southern Water requires a formal application for a connection to the water supply to be made by the applicant or developer. To make an application visit Southern Water's Get Connected service: developerservices.southernwater.co.uk and please read the New Connections Charging Arrangements documents which are available to read on the Southern Water website via the following link southernwater.co.uk/developing-building/connection-charging-arrangements

For further advice, please contact Southern Water, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX (Tel: 0330 303 0119). Website: southernwater.co.uk or by email at: SouthernWaterPlanning@southernwater.co.uk

05. Environment Agency Advice to the Applicant

The applicant/occupants should phone Floodline on 0345 988 1188 to register for a flood warning, or visit https://www.gov.uk/sign-up-for-flood-warnings. The EA flood warning service is a free service that provides warnings of flooding from rivers, the sea and groundwater, direct by telephone, email or text message. Anyone can sign up. Flood warnings can give people valuable time to prepare for flooding - time that allows them to move themselves, their families and precious items to safety. Flood warnings can also save lives and enable the emergency services to prepare and help communities.

For practical advice on preparing for a flood, visit https://www.gov.uk/prepare-for-flooding

To get help during a flood, visit https://www.gov.uk/help-during-flood

For advice on what do after a flood, visit https://www.gov.uk/after-flood

06. Temporary Works Required During Construction

The Applicant is advised of the requirement to enter into early discussions with and obtain the necessary licences from the Local Highway Authority to cover any temporary construction-related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.

07. Works within the Highway - Implementation Team

The Applicant is required to obtain all appropriate consents from West Sussex County Council as Highway Authority to cover the off-site highway works. The Applicant is requested to contact the Implementation Team Leader (01243 642105) to commence this process. The Applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

Ref: AWDM/1174/23

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

YOUR ATTENTION IS DIRECTED TO THE FOLLOWING NOTES FROM THE ABOVE ORDER. THEY ARE FOR INFORMATION ONLY AND DO NOT PRETEND TO SET OUT THE WHOLE OF THE LAW ON THE SUBJECT. IT WOULD BE WELL FOR YOU TO CONSULT YOUR SOLICITOR IF YOU ARE IN ANY DOUBT

Appeals to the Secretary of State

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

2. If the decision relates to a householder application or minor commercial application, and you want to appeal, then you must do so within 12 weeks of the date of this notice. If the decision relates to express consent for the display of an advertisement, then you must do so within 8 weeks of the date of this notice. If the decision relates to a non-householder application, an appeal must be lodged within 6 months of the date of the decision notice. Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at https://www.gov.uk/appeal-planning-decision.

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

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

5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

6. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Planning Act 1990..

7. Where this notice conveys approval or permission, conditional or unconditional, please note that the decision given does not purport to convey any consent or approval which may be required under the Building Act and Building Regulations, or any other legislation.

Reduced time for making a planning appeal where enforcement action is being taken

Where an enforcement notice has been served in relation to the same, or substantially the same, development as in the planning application no earlier than 2 years before the date the application was made, the period for receiving a planning appeal is within 28 days of the date on the planning application decision notice or of the date by which the LPA should have decided the application.

However, the LPA may formally decline to determine a retrospective planning application for permission for any development contained within a pre-existing enforcement notice served on or after 6 April 2012, where that notice was issued before the application was received by the LPA (see above). There is no right to make a planning appeal in such circumstances.

Where an enforcement notice was served in relation to the same, or substantially the same, development after the decision notice on the application was issued or after the end of the period the LPA had to determine the application, the period for receiving a planning appeal is within 28 days of the date the enforcement notice was served (unless this would extend the period beyond the normal 12 weeks or 6 months deadline).

DRAFT

ANNEX D

SECTION 106 AGREEMENT PERFORMANCE NOTICE

Form of Notice

SECTION 106 AGREEMENT PERFORMANCE NOTICE

To:

From:

Date of Notice:

Planning Application Reference: AWDM/1174/23

RE: 32-34 Marine Parade, Worthing, BN11 3QA

Event triggering notice pursuant to paragraph 1 of Schedule 3	**Obligations Triggered by event**	**Confirmation that obligations have been complied with (Yes/No)**

IN WITNESS of which this document has been duly executed as a Deed and delivered on the date stated at the beginning of this document.

THE COMMON SEAL of)
THE BOROUGH COUNCIL OF WORTHING [redacted]
was affixed to this **DEED** by Order

Authorised Officer Joanne Lee

10824

THE COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL)
was affixed to this **DEED**)
in the presence of:)

Authorised Signatory

[redacted]

340616/18/9/2025

EXECUTED as a DEED BY **CONNAUGHT HOUSE (MARINE PARADE) LIMITED**

Acting by one director in the presence of a witness)

Director [redacted]

Witness Name: Dominic Mercer

Witness Signature: [redacted]

Witness Address: 11 Prince Albert Street, Brighton, BN1 1HE

EXECUTED as a DEED by **CROUDACE FINANCE LIMITED**

Acting by one director in the presence of a witness)

Director [redacted]

Witness Name: DAVID BEARD

Witness Signature: [redacted]

Witness Address: 36 FREDERICK PLACE, BRIGHTON, BN1 4EA