

Dated

2026

THE DISTRICT COUNCIL OF ADUR (1)

AND

FARCASTLE LIMITED (2)

AND

**MOUNT STREET MORTGAGE SERVICING
LIMITED (3)**

AGREEMENT

**under Section 106 of the
Town and Country Planning Act 1990
relating to land at 2-32 Queens Parade, North
Road, Lancing, West Sussex BN15 9BA**

**PLANNING APPLICATION REFERENCE
AWDM/0153/25**

FINAL DRAFT

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BETWEEN:

- (1) **THE DISTRICT COUNCIL OF ADUR** of the Town Hall, Chapel Road, Worthing BN11 1HA ("Council");
- (2) **FARCASTLE LIMITED** a company registered in England and Wales (company registration number 2490459) whose registered office is 115 Craven Park Road, London N15 6BL ("the Owner");
- (3) **MOUNT STREET SERVICING LIMITED** (company registration number 03411668) of 10 Queen Street Place, London EC4R 1AG ("the Mortgagee").

BACKGROUND:

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located.
- (B) The Owner is the freehold owner of the Site registered at the HM Land Registry with title number WSX187731.
- (C) The Mortgagee is the registered proprietor of the charge dated 15 February 2016 referred to in the charges register of Title number WSX187731 and has agreed to enter into this Deed to give its consent to the terms of this Deed.
- (D) The Owner has submitted the Planning Application to the Council for the Development.
- (E) The Planning Committee considered the Planning Application on the 1 September 2025 and delegated authority to the Head of Planning and Development to grant Planning Permission, subject to the prior completion of an agreement under the 1990 Act.
- (F) The obligations contained in this Deed may be enforced by the 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	means the Town and Country Planning Act 1990 (as amended);
Affordable Housing	means housing within the District Council of Adur provided to eligible households whose needs are not met on the open market; and shall have the same meaning as in Annex 2 of the NPPF 2024 or such other replacement document;
Affordable Housing Contribution	means a contribution of £80,273.00 (eighty thousands two hundred and seventy three pounds) payable to the Council towards the provision of off-site Affordable Housing;
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;

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Council Monitoring Contribution	means the total sum of £3,660.00 (three thousand six hundred and sixty 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 £305 (three hundred and five pounds) per Qualifying Trigger;
Development	means the development of the Site permitted by the Planning Permission;
Dwellings	means any dwellings to be constructed on the Site pursuant to the Planning Permission and "Dwelling" shall be construed accordingly;
Interest	means interest at 4 percent above the base lending rate of National Westminster Bank plc applicable at the actual date of payment;
Parties	means the parties to this Deed;
Planning Application	means a planning application reference AWDM/0153/25 for flats 5 and 6 for alternative layouts as existing from previously approved under AWDM/0240/20 to provide 2 story upwards extension (including additional floor over the Co-Op building) to provide 21 No. flats (Class C3) plus aesthetic improvements to the existing building. Provision of hard and soft landscaping, refuse and cycle storage. AMENDED PLANS received showing addition of a lift within southern part of building.
Planning Permission	means the planning permission to be granted pursuant to the Planning Application substantially in the form at Annex B of this Deed and such other permission granted pursuant to section 73 of the 1990 Act;
Qualifying Trigger	means any trigger contained within this Deed that attracts the Council Monitoring Contribution as applicable because its implementation and/or adherence requires monitoring by the Council;
Site	means 2-32 Queens Parade, North Road, Lancing BN15 9BA as shown edged red on the Site Plan;
Site Plan	the plan appended to this Deed at Annex A;
Specialist	for the purposes of dispute resolution under clause 10 of this Deed, a person qualified to act as an expert in relation to any dispute having not less than ten years' professional experience in relation to developments in the nature of the Development;
Working Day	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 to its respective statutory functions.
- 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 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 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 freehold owner(s), tenant(s) and/or occupier(s) of a completed Dwelling erected on the Site pursuant to the Planning Permission and all land held within the Dwelling and a mortgagee or chargee of any such owner(s) and any successor in title to any such owner(s) and/or mortgagee or chargee; and/or

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- (b) 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.

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 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.
- 5.3 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 5.3.
- 5.4 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 warrant that no persons other than those noted in the Recitals to this Deed have any legal or equitable interest in the Site (save for the interests of owners, occupiers and tenants and a mortgagee or chargee of any such owner(s) of the individual completed Dwellings).
- 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 LIABILITY OF CHARGEES

- 7.1 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 Mortgage is in possession of all or any part of the Site.

Any mortgagee or chargee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the mortgage or chargee 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

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- (b) it is modified by any statutory procedure without the consent of the Owner
- 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.
- 8.3 Where the Deed is released in part by a future agreement, the Council will place a note against the entry made in the local land charges register stating which obligations no longer have effect.
- 8.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the local land charges register stating which obligations under this Deed have been discharged and complied with, the Council will place such a note against the entry.

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 Development) 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.

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- 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 or fraud be final and binding on the Owner and the 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 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 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 to give the 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 Dwelling shall be required.

13 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.

14 VAT

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

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15 COSTS

- 15.1 The Owner shall pay to the Council prior to the completion of this Deed, their reasonable legal costs incurred in the negotiation and preparation of this Deed.
- 15.2 The Owner shall pay the Council Monitoring Contribution on Commencement of the Development

16 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.

17 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.

18 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 1990 Act in relation to an application made under section 73 in respect of the Planning Permission.

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SCHEDULE 1
COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:

1. Affordable Housing Contribution

1.1 To pay the Affordable Housing Contribution to the Council in twelve monthly instalments of £6,689.42 (six thousand six hundred and eighty nine pounds and forty two pence). The first instalment being paid to the Council prior to Commencement of Development (First Instalment), the second instalment being paid to the Council no more than one calendar month after the first instalment has been paid (Second Instalment). The subsequent ten instalments are to be paid to the Council on a monthly basis thereafter, no more than one calendar month after the previous instalment.

1.2 Not to Commence Development until the First Instalment has been paid pursuant to paragraph 1.1

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SCHEDULE 2

The Council's Covenants

1. Discharge of Obligations

- 1.1 The Council covenants with the Owner 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. Affordable Housing Contribution

- 2.1 The Council covenants with the Owner as follows:

- 2.1.1 To use the Affordable Housing Contribution for the purpose specified for which it is paid.
- 2.1.2 To repay to the person who made the Affordable Housing Contribution 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.
- 2.1.3 To provide the Owner and with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owner under this Deed.

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SCHEDULE 3

Notices

1. The Owner covenants with the Council:

1.1 To serve notice of the following on the 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;

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

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ANNEX A
SITE PLAN

FINAL DRAFT

FINAL DRAFT



Site Plan
Scale in Metres
0 10 20 30 50 100



Block Plan
Mapping contents Crown copyright and database rights 2024 Ordnance Survey 100035207
Scale in Metres
0 5 10 15 20 30 40 50

notes

Do not scale from drawing

To be read in conjunction with all relevant drawings and specifications

All measurements in millimetres unless otherwise stated

Dimensions are taken to either masonry or plasterboard, not plaster.

All dimensions to be confirmed on-site. Any discrepancies to be notified to the designer for confirmation

EDWSArchitect

201/2024/PA/11115110/10/2024

J O B Queens Parade North Reed Lansing	
CLIENT Greet. Estates	
DRAWN See gods Men	1:500 GAO
	DUBBED TEDVDARE

ANNEX B
DRAFT PLANNING PERMISSION

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Mr Henry Wagstaff
Wilbury Planning Ltd
Suite 12
Second Floor
Vantage Point
Brighton & Hove
BN1 4GW

PLANNING PERMISSION

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

APPLICATION NUMBER: AWDM/0153/25

Details of Development

PROPOSED 2 STOREY UPWARDS EXTENSION (INCLUDING ADDITIONAL FLOOR OVER THE CO-OP BUILDING) TO PROVIDE 21NO. FLATS (CLASS C3) PLUS AESTHETIC IMPROVEMENTS TO THE EXISTING BUILDING. PROVISION OF HARD AND SOFT LANDSCAPING, REFUSE AND CYCLE STORAGE.

Location of Development

QUEENS PARADE NORTH ROAD LANCING 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 20th February 2025.

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

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Tel: 01903 221065 Email: planning@adur-worthing.gov.uk
Web: www.adur-worthing.gov.uk

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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
Letter of Response to LLFA Comments	18/11/2025	19.11.2025
PROPOSED ROOF PLAN	7281/SK/023 REV D	05.12.2025
FRA & SURFACE & FOUL WATER DRAINAGE STRATEGY	AEG5636 Issue 4	16.03.2026
EXISTING SECTIONS/ELEVATIONS	7281/SK/016 REV A	20.02.2025
PRELIMINARY ECOLOGICAL SURVEY	13249 V3	20.02.2025
NOISE IMPACT ASSESSMENT	ISSUE 01	20.02.2025
FINANCIAL VIABILITY APPRAISAL		20.02.2025
SCHEDULES		20.02.2025
TRANSPORT STATEMENT	TS_SGR_QPL V#60824-	20.02.2025
TWO TIER BIKE RACK BROCHURE		20.02.2025
DAYLIGHT REPORT	X271 V02	20.02.2025
SUSTAINABILITY STATEMENT	X271 V01	20.02.2025
1ST FLOOR LANDSCAPE PLAN	P-101	20.02.2025
1ST FLOOR SOFT LANDSCAPE PLAN	P-102	20.02.2025
1ST FLOOR TREE PLAN	P-103	20.02.2025
1ST FLOOR HARD LANDSCAPE PLAN	P-104	20.02.2025
LANDSCAPE REPORT	PROJECT 265 VERSION 1.0	20.02.2025
SITE/BLOCK PLAN	7281/SK/001	20.02.2025
EXISTING FIRST FLOOR PLANS	7281/SK/010 REV A	20.02.2025

Reference/Drawing Number	Version	Date Rec
EXISTING ROOF PLAN	7281/SK/006	20.02.2025
EXISTING ELEVATIONS	7281/SK/015 REV A	20.02.2025
PROPOSED FIRST FLOOR PLAN	7281/SK/020 REV H	27.08.2025
PROPOSED SECOND FLOOR PLAN	7281/SK/021 REV G	27.08.2025
PROPOSED THIRD FLOOR PLAN	7281/SK/022 REV H	27.08.2025
1ST FLOOR - FIRE TENDER ACCESS COMPLIANCE	7281/SK/030	10.06.2025
2ND FLOOR - FIRE TENDER ACCESS COMPLIANCE	7281/SK/031	10.06.2025
3RD FLOOR - FIRE TENDER ACCESS COMPLIANCE	7281/SK/032	10.06.2025
PROPOSED ELEVATIONS	7281/SK/025 REV C	25.07.2025
PROPOSED SECTIONS	7281/SK/026 REV C	25.07.2025
DETAIL MATERIALS SCHEDULE	7281/SK/030 REV A	05.08.2025

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

2. 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.*

3. No development shall be carried out unless and until a schedule and samples of the external materials and finishes to be used on the building (including all external cladding and facings; new stair access enclosures, balcony details and roof terrace screens, windows and doors) have been submitted to and approved in writing by the Local Planning Authority and 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 15 of the Adur Local Plan.*

0. The development hereby permitted shall not be carried out unless and until a specification and details of the materials, colour, design, frame proportions, profiles, and opening pattern of the proposed windows/doors have been submitted to and approved in writing by the Local Planning Authority. Thereafter the windows/doors on the proposed building shall only be carried out in accordance with the approved details.

Reason: *To ensure a satisfactory appearance and to comply with policy 15 of the Adur Local Plan.*

1. The architectural details including the projecting brick detailing and Moroccan fish scale tiling shall be carried out and completed in accordance with the details shown on the approved drawings and in accordance with the external materials, colours and finishes agreed under condition 3 of this permission. The refurbishment and cladding of the exterior of the existing first-floor of the building as shown on the approved drawings, and to include the refurbishment/redecoration of the projecting shop canopy, shall be carried out and completed prior to first occupation of the dwellings hereby permitted.

Reason: *To ensure a satisfactory appearance having regard to policy 15 of the Adur Local Plan.*

2. Prior to the commencement of the development, details of the design of the secure, covered cycle storage for existing and proposed future occupiers shall be submitted to and approved in writing by the Local Planning Authority. Such provision as agreed shall be provided prior to first occupation of the dwellings hereby permitted and shall thereafter be retained.

Reason: *To encourage and provide for a sustainable non-car mode of transport having regard to policy 28 of the Adur Local Plan.*

3. Prior to the commencement of the development details of the provision for storage of waste and re-cycling to serve the existing and future residential occupiers of the building shall be submitted to and approved in writing by the Local Planning Authority. Such provision as agreed shall be implemented prior to first occupation of the dwellings and thereafter retained.

Reason: *In the interests of amenity and to comply with policy 15 of the Adur Local Plan.*

4. No work for the implementation of the development hereby permitted (including the use of any plant or machinery) shall be undertaken on the site except between the hours of 08.00 and 18.00 hours on Monday to Friday and between 08.30 and 13.00 hrs on Saturday. No works for the implementation of the development shall take place on Sundays or on Bank or Public Holidays.

Reason: *To safeguard the amenities of the neighbouring occupiers regard to policies 15 and 34 of the Adur Local Plan.*

09. No development shall take place, including any works of demolition, until a Demolition and Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan 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 28 and 34 of the Adur Local Plan.*

10. Prior to the commencement of development, construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall then be constructed as per the agreed drawings, method statement, FRA AEG5636 BN15 Lancing_07 Issue 4 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 Planning Authority

Reason: *To ensure that the development achieves a high standard of sustainability and to comply with the NPPF and Policy 36 of the Adur Local Plan.*

11. 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 to comply with NPPF and Policy 36 of the Adur Local Plan.*

12. 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 10. 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 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 36 of the Adur Local Plan pursuant to condition 10.*

13. No dwelling shall be first occupied until a Residential Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Residential Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Residential Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority. The Travel Plan shall thereafter be monitored annually and the findings submitted to the local planning authority for review and any necessary new measures or interventions shall be implemented accordingly.

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 National Planning Policy Framework and policy 28 of the Adur Local Plan.*

14. The development shall not be occupied until PV panels have been installed in accordance with details to be submitted to and approved in writing by the Local Planning Authority. The PV panels shall benefit the occupiers of the existing flats as well as those in the proposed new flats.

Reason: *In the interests of sustainability and energy efficiency having regard to policies 18 and 19 of the Adur Local Plan and the Sustainable Energy SPG.*

15. No external lighting or floodlighting shall be installed except in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

Reason: *In the interests of amenity and to comply with policies 15 and 34 of the Adur Local Plan.*

16. All hard and soft landscaping works shall be carried out in accordance with the approved details prior to first occupation of the development unless otherwise agreed in writing by the Local Planning Authority. Any plants which within a period of five years from the time of planting 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.

Reason: *In the interests of visual amenity and the environment and to comply with policies 15 and 30 of the Adur Local Plan.*

17. The development hereby permitted shall not be commenced until details of the noise protection barrier to protect residents from noise from the roof plant, as recommended in the Noise Impact Assessment dated 8th November 2024, has been submitted to and approved in writing by the Local Planning Authority. All works which form part of the scheme shall be completed before the permitted dwellings are occupied.

Reason: *In the interests of residential amenity and to comply with policies 15 and 34 of the Adur Local Plan.*

18. The development hereby permitted shall be completed in full accordance with the recommendations in sections 7-10 of the Noise Impact Assessment dated 8th November 2024. All works to mitigate noise impact shall be completed before the permitted dwellings are occupied.

Reason: *In the interests of residential amenity and to comply with policies 15 and 34 of the Adur 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.

**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).

ANNEX C

SECTION 106 AGREEMENT PERFORMANCE NOTICE

Form of Notice

SECTION 106 AGREEMENTN PERFORMANCE NOTICE

To:

From:

Date of Notice:

Planning Application Reference: AWDM/0153/25

Re: land at 2-32 Queens Parade, North Road, Lancing, West Sussex BN15 9BA

Event triggering notice pursuant to paragraph 1 of Schedule 2	Obligations Triggered by event	Confirmation that obligations have been complied with (Y/N)

Classification - Confidential

FINAL DRAFT

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 DISTRICT COUNCIL OF ADUR)
was affixed to this **DEED** by Order)

Authorised Officer

EXECUTED as a DEED BY **FARCASTLE LIMITED**

Acting by one director in the presence of a witness)

Director

Witness Name:

Witness Signature:

Witness Address:

EXECUTED as a deed by **MOUNT STREET MORTGAGE SERVICING LIMITED**

acting by an authorised signatory

Name:

In the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Address:

Classification - Confidential

FINAL DRAFT