Dated 2025

THE BOROUGH COUNCIL OF WORTHING (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

CAROL ANN WILKINSON AND (3)

JAMES CHRISTOPHER GROVES

AND

HARGREAVES RESIDENTIAL DEVELOPMENTS LIMITED (4)

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to Land North of Beeches Avenue,
Worthing

PLANNING APPLICATION REFERENCE
AWDM/0693/23

THIS AGREEMENT is made on 2025

BETWEEN:

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

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

(3) **CAROL ANN WILKINSON** of 37 Lyndhurst Road, Bexleyheath, Kent, DA7 6DG and **JAMES CHRISTOPHER GROVES** of 30 Bishops Road, Hove, East Sussex, BN3 6PN **("Owner")**; and

(4) **HARGREAVES RESIDENTIAL DEVELOPMENTS LIMITED** (company registration number 04221754) of Kingston Manor, Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR **("Developer")**.

Together the "**Parties**".

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 and is the appropriate statutory body to enforce the planning obligations herein for the purposes of section 106 of the 1990 Act.

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

(C) The Owner is the freehold owner the Site, free from financial encumbrances registered at the HM Land Registry with title number WSX242995.

(D) The Developer is the beneficiary of an option dated 6 August 2002 (as varied by an agreement dated 22 December 2011) over the Site as noted at the HM Land Registry on title number WSX242995.

E) The Developer 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 20 December 2023 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 and the Developer.

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);
Additional County Council Monitoring Fee	means the total sum of £780 (seven hundred and eighty pounds) 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;

Air Quality Contribution	means the maximum sum of £30,157.00 (thirty thousand one hundred and fifty-seven pounds) as determined in the Air Quality Mitigation Plan to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the Development and for avoidance of doubt shall not be subject to Indexation;
Air Quality Mitigation Plan	means the plan to be submitted to and approved in writing by the Council in accordance with the Planning Permission which shall: (a) set out in full the proposed operational phase air quality mitigation measures, including on-site mitigation measures, to be implemented as part of the Development; (b) confirm the value of the on-site mitigation measures and the extent to which it is less than the sum of £30,157.00 (thirty thousand one hundred and fifty seven pounds) the balance shall be paid as the Air Quality Contribution in accordance with Schedule 10.
Affordable Housing	shall have the same meaning as in Annex 2 of NPPF 2024 or such other replacement document;
Affordable Housing Delivery Plan	means a plan, which shall include provision of a Nominations Agreement, showing the location, sizes and 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 Provider	means such body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing;
Affordable Housing Units	means 40% of the total number of Dwellings 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 Housing 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 Rented

	Dwellings" and "Affordable Rent" shall be construed accordingly;
BCIS Index	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;
Borough	means the administrative area of Worthing Borough Council;
Borough Council Contributions	means the Air Quality Contribution Open Space Contribution and Public Rights of Way Enhancements Contribution (each a **"Contribution"**);
Car Club	means a scheme (located in West Sussex or Brighton and Hove) which gives members access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis;
Car Club Membership	means in respect of the first occupier of each Dwelling, membership at nil cost to the occupier for a period of 2 (two) years on the date that occupier first Occupies the Dwelling including an initial one-off credit of £50 for each membership PROVIDED THAT the membership at nil cost to the occupier shall only be offered to one occupier per Dwelling;
Car Club Operator	means a company that is accredited by CoMoUK (or its successor) to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
Car Club Vehicle	means a four-wheeled passenger vehicle with a minimum of four seats comprising a petrol car or diesel car or alternative fuel car (which may include a car powered by electricity) falling within category M1 as described in the Driver & Vehicle Licensing Agency Document 'Notes about tax Classes V355/1' and which is taxed, insured, serviced and roadworthy with a current MOT, provided for use by members of the Car Club;
CoMoUK	means the national charity for shared transport;
Charmandean Lane Footpath	means a footpath connection between the Site and the existing Charmandean Lane, as shown on the Plan 3, or in

	such other location as the Parties shall agree acting reasonably;
Chargee	means 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);
Confirmatory Deed	means a deed or deeds entered into in substantially the form attached at Annex F to this Deed to bind any Initially Unbound Land pursuant to the terms of Clause 5;
Commencement	means the carrying out in relation to the Development of a material operation as defined by Section 56(4) of the 1990 Act but disregarding for the purposes of this Agreement and for no other purpose the following operations: a. demolition works; b. site clearance; c. ground investigations; d. remedial work in respect of any contamination or other adverse ground conditions; e. site survey works; f. temporary access construction works; g. archaeological investigations; h. diversion and laying of services; a i. erection of any means of enclosure including fences and hoardings around the Development "Commence Development" and "Commencement of Development" shall be construed accordingly
Contributions	means the Council Monitoring Contribution, the County Council Monitoring Fee, the Offsite Pedestrian Enhancements Contribution, the Additional County Council Monitoring Fee, the Public Right of Way Enhancements Contribution, the Travel Plan Auditing Contribution, the Open Space Contribution, Air Quality Contribution and LEMP Monitoring Contribution.

Council Monitoring Contribution	means the total sum of £6,000 (six thousand 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 per Qualifying Trigger;
County Council Monitoring Fee	means the total sum of £1,560 (one thousand five hundred and sixty pounds) 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;
Development	means the development of the Site permitted by the Planning Permission;
Disposal	means: (a) the Sale of a Dwelling; (b) the grant of a lease of a term of less than 125 years of a Dwelling; or (c) the grant of an assured shorthold tenancy or a short term let in respect of a Dwelling and “Dispose”, “Disposals” and “Disposed” shall be construed accordingly;
Dwellings	means any dwellings to be constructed on the Site pursuant to the Planning Permission and "Dwelling" shall be construed accordingly;
Employment & Skills Plan	means a plan to include provisions for working with Local Learning, Skills and Employment Group(s) and/or colleges and/or training establishments, in order to employ Local People and arrange apprenticeship(s) and skills training during the construction phase;
Indexation	means (a) a. In relation to the Borough Council Contributions the Owner agrees with the Council that any sum payable by the Owner pursuant to this Deed shall be increased by the application of the following formulae: A= (B x C) divided by D

Where A is the sum payable;

B is the original sum mentioned in this Deed;

C is the All-in Tender Price Index for the quarter preceding the Specified Date;

D is the All-in Tender Price Index for the quarter preceding 17th September 2024

C/D is equal to or greater than 1.

(b) in relation to the County Council, that the Travel Plan Auditing Contribution payable by the Owner under this Deed shall be increased by the application of the following formula:

A = B x C is equal to or greater than 1

D

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 date of consultation 13th June 2023

and Indexation shall be construed accordingly;

Initially Unbound Land means the following parcels of land:

(1) the part of title number registered at HM Land Registry with title number WSX120630 as the same is shown edged blue on Plan 2; and

(2) the part of title number registered at HM Land Registry with title number WSX360351 as the same is shown edged green on Plan 2;

Interest means interest at 4 percent above the base lending rate of National Westminster Bank plc applicable at the actual date of payment;

Football Ground Land	means the existing football ground land to the north east of the Site as the same is shown shaded blue on Plan 4;
LEMP Monitoring Contribution	means the sum of £3,744 Index Linked payable to the Council for the Council's monitoring of the Landscape Ecology Management Plan approved under Condition 8 of the Planning Permission;
Local Connection	means persons who meet the definition of having a Local Connection, as set out in the Worthing Borough Council Choice Based Lettings Policy as amended from time to time;
Local People	means residents of the Borough;
Local Learning, Skills and Employment Groups	means educational facilities, companies, organisations and businesses primarily based in the Borough;
Market Housing Units	means the Dwellings to be sold or let on the open market and which are not Affordable Housing Units;
Market Rent	means the estimated amount for which the relevant Dwelling should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;
Marketing Period	means the total period of 9 months commencing on Reserved Matters Approval which includes the Affordable Housing;
Nominations Agreement	means a nominations agreement entered into by an Affordable Housing Provider with the Council in respect of Affordable Housing;
Nomination Rights	means the Council will have the right to nominate the Occupier for 100% of the Affordable Rented Units for the first lettings and 75% of the Affordable Rented Units for subsequent lettings;
Occupation	means 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 and "Occupy", "Occupier" and "Occupied" shall be construed accordingly;

Offsite Pedestrian Enhancements Contribution	means a total contribution of £3,600 three thousand six hundred pounds to be used towards the construction of the Retail Footpath Link;
Open Space Contribution	means the sum calculated in accordance with paragraph 1.1 of Schedule 9 which shall be used for open space and recreation facilities in the Worthing Offington Ward or adjoining wards;
Open Space Works	means the works required to deliver open space and recreation facilities as part of the Development within the Offington ward or adjoining wards.
Parties	means the parties to this Deed;
Plan 2	means the plan appended to this Deed at Annex B and marked "Plan 2";
Plan 3	means the plan appended to this Deed at Annex C and marked "Plan 3";
Plan 4	means the plan appended to this Deed at Annex D and marked "Plan 4";
Planning Application	means the outline planning application with planning application reference AWDM/0693/23 for residential development of approximately 90 dwellings, associated car parking, open spaces and landscaping, with primary access from Lyons Way and approximately six of these dwellings accessed via Beeches Avenue and improved pedestrian footpath link to Charmandean Lane; also rationalisation of car parking provision at the existing football ground;
Planning Permission	means the planning permission to be granted pursuant to the Planning Application substantially in the form at Annex E of this Deed and such other permission granted pursuant to section 73 of the 1990 Act;
Public Rights of Way Enhancements Contribution	means a total contribution of £6,000 (six thousand pounds) towards the enhancement of public rights of way in the vicinity of the Development forming part of or giving access to, the network of public rights of way within the South Downs National Park;

Qualifying Trigger	means any trigger contained within this Deed that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;
Reasonable Endeavours	means that it is agreed by the Parties that the relevant Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed the relevant Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
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;
Reserved Matters Application	means an application (or applications) for Reserved Matters Approval applied for under the Planning Permission;
Reserved Matters Approval	means the approval of the relevant Reserved Matters Application by the Council;
Retail Footpath Link	means a footpath link for public use between the Site and adjoining retail park as shown on Plan 3, or in such other location as the Parties shall agree acting reasonably;
Section 73 Consent	means any approval or consent given by the Council under Section 73 of the Act;
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 Housing Unit(s)"** and **"Shared Ownership Lease"** shall be interpreted accordingly;
Site	means the land shown edged red on the Site Plan, which for the avoidance of doubt excludes the Initially Unbound Land;

Site Plan	means the plan appended to this Deed at Annex A and marked "Plan 1";
Site Management Plan	means a plan to be submitted by the Owner to the Council and the County Council for their written approval detailing maintenance provisions in respect of the following matters to be provided in accordance with the Planning Permission and this Deed: a. all common and publicly accessible areas to be maintained, including watering and pruning; b. secure cycle stores to be maintained; c. bin stores and litter bins, including no use of bin collection area outside 24 hours of collections; d. implementation of Travel Plan; e. sustainable drainage, including arrangements for maintenance and end-of-life replacement; f. Nature Conservation and 30 year Landscape Ecology Management Plan (LEMP) (including management during construction phase) in accordance with Condition 8 of the Planning Permission; g. plan to minimise risk of anti-social behaviour at the entrance of the Site from Lyons Way; h. allocated car parking space(s) for the Car Club; i. Charmandean Lane Footpath if it is delivered and remains as an unadopted path; and i. Retail Footpath Link if it is delivered and remains as an unadopted path.
Social Rented Housing	means Affordable Housing which is managed by local authorities and/or Registered Providers and where the rent is no higher than Target Rent and **"Social Rented Housing Unit"** and **"Social Rent"** shall be construed accordingly;
Specialist	for the purposes of dispute resolution under clause 11 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;
Specified Date	means the date on which any payment under this Deed becomes due;
Staircasing Shared Ownership Housing Unit(s)	means the Dwelling(s) within the Development which are to be provided as Shared Ownership Housing;

Staircased	means the purchase by the owner of an individual Staircasing Shared Ownership Housing Unit of additional equity in a Shared Ownership Housing Unit;
Target Rent	means target rent for Social Rented Housing as determined through the Rent Standard and published from time to time by the Regulator (or such other body as may replace the Regulator having responsibility for setting target rents for social housing;
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 by the Council and "Transferred" shall be construed accordingly;
Travel Plan	means a travel plan to be submitted and approved by the Council pursuant to condition 19 of the Draft Planning Permission attached at Annex E, which plan shall be generally in accordance with the revised Framework Travel Plan reference 14047-06a dated 27 July 2023 submitted in support of the Planning Application;
Travel Plan Auditing Contribution	means the sum of £3,815 (three thousand eight hundred and fifteen pounds)) payable to the County Council towards monitoring of the Travel Plan;
Travel Plan Coordinator	means the person appointed by the Owner responsible for securing the implementation of the Travel Plan;
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 and Developer 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 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 and 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 Dwelling erected on the Site pursuant to the Planning Permission and all land held within the Dwelling and a Chargee of any such owner(s) and any successor in title to any such owner(s) and/or Chargee (with the exception of the obligations within Schedule 1 (Affordable Housing)); and/or

(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, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20 this Deed is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

5 RESTRICTION OF DEVELOPMENT ON THE INITIALLY UNBOUND LAND

5.1 The Owner and the Developer covenant with the Council and County Council that unless otherwise agreed with the Council and County Council in writing, not to allow or cause or permit Commencement within the Initially Unbound Land unless and until the Developer has:

(a) Acquired the Initially Unbound Land and entered into the Confirmatory Deed in respect of the Initially Unbound Land (and procured that any mortgagees or charges have entered the same); or

(b) Procured that the Confirmatory Deed is entered into by the freehold owners of the Initially Unbound Land.

6 OBLIGATIONS OF THE PARTIES

6.1 The Owner and the Developer covenant with the Council so as to bind the Site to perform the obligations as set out in Schedules 1, 4 & 13 to this Deed.

6.2 The Owner covenants with the Council so as to bind the Site to perform the obligations as set out in Schedules 2, 3, 5, 8, 9, 10, 11 & 12 to this Deed.

6.3 The Owner and the Developer covenant with the County Council so as to bind the Site to perform the obligations as set out in Schedules 4, 6 and 7 to this Deed.

6.4 The Council covenants with the Owner and the Developer to comply with the obligations on the part of the Council set out in Schedule 15 of this Deed.

6.5 The County Council covenants with the Owner and the Developer to comply with the obligations on the part of the County Council set out in Schedule 16 of this Deed.

6.6 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.

6.7 In respect of a breach of the terms of this Deed a party is liable for such breach during the time in which they hold an interest but are not liable for a breach after the date on which they part with their interest in the Site.

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

7 WARRANTY AS TO TITLE

7.1 The Owner and Developer warrant that no persons other than the Owner and Developer and the lessee of the lease as set out at Schedule 1 of the Charges Register of registered title number WSX242995 have any legal or equitable interest in the Site.

7.2 Until the covenants, restrictions and obligations in the Schedules to this Deed have been complied with, the Owner and Developer 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.

8 LIABILITY OF CHARGEES

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

9 TERMINATION OF THIS DEED

9.1 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 the Developer; or

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

9.2 Where the Deed comes to an end under clause 9.1, 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.

9.3 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.

9.4 If the Owner or the Developer 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.

10 NOTICES

10.1 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.

10.2 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 Planning Services Monitoring and Records Team) or to such other address as one party may notify in writing to the others at any time as its address for service.

10.3 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.

10.4 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.

A notice given under this Deed shall not be validly given if sent by email

10.5 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.

11 DETERMINATION OF DISPUTES

11.1 Subject to clause 11.7, 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 11. 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.

11.2 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 11.3.

11.3 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.

11.4 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 11.4(b).

11.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 11, 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.

11.6 This clause 11 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.

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

12 WAIVER

No waiver (whether express or implied) by the Council and / or the County Council of any breach or default by the Owner or the Developer 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 or the Developer.

13 CHANGE IN OWNERSHIP

The Owner and Developer agree with the Council and 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 including acquiring the Initially Unbound Land 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.

14 INDEXATION

Any sum referred to in the Schedules to this Deed as being payable by the Owner or the Developer shall be subject to Indexation.

15 INTEREST

If any payment to be made by the Owner or the Developer under this Deed is paid late Interest will be payable, which will accrue on a daily basis, from the date payment is due to the date of actual payment and the Owner shall pay such Interest to the Council and/or the County Council..

16 VAT

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

17 COSTS AND MONITORING FEES

17.1 The Developer 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.

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

17.3 The Developer shall pay the Council Monitoring Contribution on completion of this Deed.

17.4 The Developer shall pay to the County Council the County Council Monitoring Fee on completion of this Deed.

18 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.

19 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.

20 SECTION 73 CONSENT

20.1 Subject to clauses 20.2 to 20.5 below, if any Section 73 Consent is granted after the date of this Deed:

20.1.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

20.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purpose of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself;

20.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with determination of the same;

20.3 to the extent that any of the Planning Obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they remain discharged for the purposes of the Section 73 Consent;

20.4 the provisions of this clause 20 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Deed

20.5 the Council reserves the right to insist upon the completion of a separate Planning Obligation

by Deed in connection with any Section 73 Consent if the Council considers it necessary to do so.

SCHEDULE 1

Affordable Housing

Unless otherwise agreed in writing by the Council, the Owner and the Developer covenant 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 Commencement of Development.

1.3 Unless otherwise agreed in writing by the Council, the Affordable Housing Units shall comprise:

1.3.1 25% Staircasing Shared Ownership Housing Unit(s);

1.3.2 75% Affordable Rented Housing Units OR Social Rented Housing Units.

1.4 Not to Commence Development until the Affordable Housing Delivery Plan has been approved in writing by the Council (**"Approved Affordable Housing Delivery Plan"**).

1.5 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

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

1.7 Unless otherwise agreed in writing with the Council not to cause or allow the Occupation of the Market Housing Units of the Development as follows:

1.7.1 On Occupation of 25% of the Market Housing Units, 15% of the Affordable Housing Units shall be provided in accordance with the Approved Affordable Housing Delivery Plan and those Affordable Housing Units have been transferred to a Registered Provider;

1.7.2 On Occupation of 50% of the Market Housing Units, 70% of the Affordable Housing Units shall be provided in accordance with the Approved Affordable Housing Delivery Plan and those Affordable Housing Units have been transferred to a Registered Provider; and

1.7.3 On Occupation of 75% of the Market Housing Units, 100% of the Affordable Housing Units shall be provided in accordance with the Approved Affordable Housing Delivery Plan and those Affordable Housing Units have been transferred to a Registered Provider.

Cascade

1.8 In respect of the Marketing Period the Owner and Developer covenant as follows:

1.8.1 To use Reasonable Endeavours for the first 3 months of the Marketing Period to reach an agreement for the Disposal of all of the Affordable Housing Units to a Registered Provider;

1.8.2 At the end of the first 3 months of the Marketing Period to provide a written report to the Council demonstrating their use of Reasonable Endeavours if agreement has not been reached for the Disposal of all of the Affordable Housing Units to a Registered Provider;

1.8.3 To use Reasonable Endeavours for the following 5 months of the Marketing Period including engaging with the Council in respect of any assistance the Council may be able to provide to reach an agreement for the Disposal of all of the Affordable Housing Units to a Registered Provider and shall register the unsold Affordable Housing Units on the Homes England database of available section 106 affordable housing opportunities (but shall not be required to do so if the database is no longer in operation during the Marketing Period);

1.8.4 At the end of the 8th month of the Marketing Period to provide a written report to the Council demonstrating their use of Reasonable Endeavours if agreement has not been reached for the Disposal of all of the Affordable Housing Units to a Registered Provider; and

1.8.5 To continue to use Reasonable Endeavours for the remainder of the Marketing Period to reach an agreement for the Disposal of all of the Affordable Housing Units to a Registered Provider.

1.9 In demonstrating its use of Reasonable Endeavours as required by paragraph 1.8 above the Owner shall, if required by the Council provide:

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

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

1.9.3 details of any offers it has received including a written explanation of why such offers were not accepted;

1.9.4 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

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

1.10 In the event that a Registered Provider cannot be found to accept a Disposal of the Affordable Housing Units in accordance with paragraph 1.8 at the end of the Marketing Period and unless the Owner or Developer requests of the Council an extension to the Marketing Period it shall be deemed that Reasonable Endeavours have been evidenced and the Owner and Developer shall pay an offsite affordable housing contribution to the Council at the end of the Marketing Period subject always to that:

1.10.1 the payment of an offsite affordable housing contribution is in lieu of the on-site provision of Affordable Housing and the Owner shall be free to Dispose of the Affordable Housing Units as Market Housing Units from the end of the Marketing Period; and

1.10.2 the offsite affordable housing contribution amount is to be calculated in accordance with the following:

Affordable Housing Unit Dwelling type as identified within the Approved Affordable Housing Delivery Plan	Contribution per Affordable Housing Unit Dwelling type as identified within the Approved Affordable Housing Delivery Plan
Studio Flat	£8,928
1 bed flat	£23,868
2 bed flat	£24,255
3 bed flat	£31,532
2 bed house	£25,318
3 bed house	£35,740
4 bed house	£42,238

Occupation

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

1.12 Not to Occupy or permit the Occupation of the Social Rented and 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 Social and Affordable Rented Units to be provided at the Development.

Exclusions

1.13 The Affordable Housing provisions in 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:

1.13.1 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

1.13.2 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.

1.14 The provisions of this Schedule 1 shall:

1.14.1 cease to apply to any part or parts of the Site which are Disposed of in accordance with paragraph 1.14.2;

1.14.2 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;

1.14.3 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;

1.14.4 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 Housing Lease.

1.14.5 for the avoidance of doubt, the provisions of this 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 paragraph 1.14.

SCHEDULE 2

Pedestrian and Connectivity

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. PEDESTRIAN AND CONNECTIVITY

1.1 To provide the Charmandean Lane Footpath as a permissive path for use by the public prior to first Occupation of any Dwelling within the Site and for the avoidance of doubt the Owner is not under this Schedule 2 dedicating the Charmandean Lane Footpath as a public right of way.

1.2 Not to cause, allow or permit the Occupation of any Dwelling until the Charmandean Lane Footpath has been made available to the public.

1.3 The Owner shall be entitled to close off and restrict public access along the Charmandean Lane Footpath for such reasonable periods of time necessary for the purposes of maintenance and good estate management it shall be re-opened as soon as reasonably practicable without causing a breach of paragraph 1.1 and the Owner shall seek to minimise such reasonable periods of closure.

SCHEDULE 3
Comprehensive Open Space and Footpath

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. COMPREHENSIVE OPEN SPACE AND FOOTPATH

1.1 In the event of future residential development on the Football Ground Land, to use Reasonable Endeavours, including engaging with relevant neighbouring landowners and occupiers to ensure un-fragmented open space including the provision of a pedestrian route through the Football Ground Land towards footpath FP3134 is delivered.

SCHEDULE 4
Offsite Pedestrian Enhancements

The Owner and the Developer covenant with the Council and County Council as follows:

1. OFFSITE PEDESTRIAN ENHANCEMENTS

1.1 The Owner and Developer shall, insofar as it lies within the Site include the Retail Footpath Link route in the first Reserved Matters Application submission and at the same time shall provide details of the Retail Footpath Link route to connect to the public right of way for any part of the Retail Footpath Link route as it lies outside of the Site.

1.2 In the event that the first Reserved Matters Approval determines that the Retail Footpath Link is not needed no Retail Footpath Link is required to be delivered in accordance with this Schedule 4.

1.3 During the five-year period following the first Reserved Matters Approval, the Owner and Developer shall use Reasonable Endeavours to negotiate with the owner of the land over which the Retail Footpath Link is proposed to be constructed the land rights for the Retail Footpath Link.

1.4 On each anniversary of the first Reserved Matters Approval until the end of the five year period following the first Reserved Matters Approval, the Owner and Developer shall report in writing to the Council and the County Council the progress being made under Paragraph 1.3.

1.5 In the event that the Developer has secured a negotiated agreement for the land rights to deliver the Retail Footpath Link, the Owner or Developer shall pay to the County Council the Offsite Pedestrian Enhancements Contribution and the Additional County Council Monitoring Fee.

1.6 If no negotiated agreement is reached for the land rights to deliver the Retail Footpath Link within the five year period following the first Reserved Matters Approval, the Owner or Developer is not required to pay to the County Council the Offsite Pedestrian Enhancements Contribution and the Additional County Council Monitoring Fee.

1.7 For the avoidance of doubt neither the Owner nor the Developer are obliged to permit construction of any part of the Retail Footpath Link within the Site until the entire Retail Footpath Link is committed for delivery.

SCHEDULE 5
Public Right of Way Enhancements

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. PUBLIC RIGHT OF WAY ENHANCEMENTS

1.1 If called upon by the Council within 10 years from the date of the Planning Permission to pay to the Council the Public Right of Way Enhancements Contribution.

SCHEDULE 6
Travel Plan

The Owner and the Developer covenant with the County Council as follows:

1. TRAVEL PLAN

1.1 Not to Commence the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

1.2 To pay the Travel Plan Auditing Contribution Index Linked to the County Council prior to Occupation of any Dwelling within the Development;

1.3 Not to Occupy any Dwelling until the Travel Plan Auditing Contribution has been paid to the County Council.

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

1.5 Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) 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.

SCHEDULE 7
Lyons Way

The Owner and the Developer covenant with the County Council as follows:

1. LYONS WAY - REMOVAL OF GATE

1.1 To use Reasonable Endeavours to agree a minor works highways agreement under Section 278 of the Highways Act 1980 in relation to removal of the gate at the Site entrance from Lyons Way.

SCHEDULE 8
Car Club

Unless otherwise agreed in writing by the Council, the Owner covenant with the Council as follows:

1. CAR CLUB PARKING BAY

1.1 To use Reasonable Endeavours to enter into a contract with a Car Club Operator to provide, retain the following for a minimum of five years from the date of first Occupation of a Dwelling:

1.1.1 At least 1 (one) Car Club Vehicle on the Site prior to first Occupation of a Dwelling (the "Monitoring Date");

1.1.2 to monitor uptake of the Car Club and submit a written report to the Council and the County Council on an annual basis for a period of 5 years from the Monitoring Date;

1.2 To offer a Car Club Membership to the first household to Occupy each Dwelling.

1.3 To provide at least 1 (one) car parking space within the Development pursuant to the Planning Permission for sole use by members of the Car Club.

1.4 Not to cause, allow or permit first Occupation of a Dwelling unless and until a parking space has been provided pursuant to paragraph 1.3 above.

1.5 Should the written report required under paragraph 1.1.2 indicate there is demand for an additional Car Club Vehicle for the Car Club this shall be provided along with an additional car parking space made available for the sole use by members of the Car Club and these shall be provided for the duration of the time remaining in the five year period stated at paragraph 1.1 above.

1.6 Unless otherwise agreed in writing by the Council to retain and maintain the car parking space(s) provided pursuant to paragraphs 1.3 and 1.5 above for the sole use by the Car Club Vehicle(s)

SCHEDULE 9
Open Space Contribution

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. OPEN SPACE

1.1 The Open Space Contribution shall be calculated as follows:

A – B = C

where:

A = the cost of off-site Open Space Works as calculated using the Adur and Worthing Open Space Cost Calculator (as at the grant of Reserved Matters Approval)

B = the cost of the Open Space Works

C = the Open Space Contribution

PROVIDED THAT in the event that the above calculation results in a negative number, the Open Space Contribution shall be taken as £0.00 and paragraphs 1.2 and 1.3 (below) shall cease to apply.

1.2 To pay the Open Space Contribution prior to Occupation of the Development.

1.3 Not to cause, allow or permit Occupation of the first Dwelling unless and until the Open Space Contribution has been paid to the Council.

SCHEDULE 10
Air Quality

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. AIR QUALITY

1.1 To submit the Air Quality Mitigation Plan to the Council prior to the Commencement of Development;

1.2 Not to cause allow or permit Commencement of Development until the Air Quality Mitigation Plan has been approved in writing by the Council;

1.3 To pay the calculated Air Quality Contribution (if any payable) to the Council prior to Occupation of the Dwellings;

1.4 Not to cause allow or permit Occupation of the first Dwelling until the payment has been made pursuant to paragraph 1.3 (if payable).

SCHEDULE 11
Site Management

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows:

1. SITE MANAGEMENT

1.1 To submit the Site Management Plan to the Council for approval prior to the Commencement Date

1.2 Not to cause, allow or permit Commencement of the Development unless and until the Site Management Plan has been approved in writing by the Council

1.3 To comply with the approved Site Management Plan for the lifetime of the Development (as may be amended from time to time with the Council's written approval)

SCHEDULE 12
Local Procurement and Skills

Unless otherwise agreed in writing by the Council, the Owner covenants with the Council as follows

1. LOCAL PROCUREMENT AND SKILLS

1.1 To submit the Employment & Skills Plan to the Council prior to Commencement of the Development.

1.2 Not to cause allow or permit Commencement of the Development until the Employment & Skills Plan has been approved by the Council in writing.

1.3 To use Reasonable Endeavours to comply with the Employment and Skills Plan (as may be amended from time to time with the Council's written approval) in liaison with the Council's Economy & Skills Officer.

SCHEDULE 13

LEMP Monitoring Contribution

The Owner and the Developer covenant with the Council as follows:

1. LEMP MONITORING CONTRIBUTION

1.1 To pay to the Council the LEMP Monitoring Contribution on first Occupation of the Development.

1.2 Not to Occupy the Development unless and until the LEMP Monitoring Contribution has been paid to the Council.

SCHEDULE 14

NOTICES

1. Unless otherwise agreed in writing by the Council the Owner covenants with the Council as follows:

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.

1.1.3 Twenty Working Days prior notice of the anticipated date when the first Dwelling will be Occupied.

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

1.1.5 Each notice referred to in paragraph 1.1 of this Schedule shall be sent by the Owner in accordance with clause 10.

SCHEDULE 15

The Council's Covenants

1. Discharge of Obligations

1.1 The Council covenants with the Owner and the Developer that following written request of the Owner or the Developer 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. Contributions

2.1 The Council covenants with the Owner and the Developer as follows:

2.1.2 To use the Contributions paid to the Council under this Deed for the purpose specified for which each Contribution is paid.

2.1.3 To repay to the person who made the Contributions 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.

2.1.4 To provide the Owner and the Developer with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owner or the Developer under this Deed.

SCHEDULE 16

The County Council's Covenants

1. Discharge of Obligations

1.1 The County Council covenants with the Owner and the Developer that following written request of the Owner or the Developer 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. Contributions

2.1 The County Council covenants with the Owner and the Developer as follows:

2.1.2 To use the Contributions paid to the County Council under this Deed for the purpose specified for which each Contribution is paid.

2.1.3 To repay to the person who made the Contributions such amount paid to the County 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.

2.1.4 To provide the Owner and the Developer with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owner or the Developer under this Deed.

ANNEX A

SITE PLAN – PLAN 1

/Users/mcastaff3/MCA Dropbox/MCA_PROJECTS/PROJECTS_2019/1978_LAND_AT_LYONS_WAY_WORTHING/1978_CAD-PLANNING/1978_P_PLN/1978_LYON'S WAY, WORTHING_TEAMWORK_v4.pln

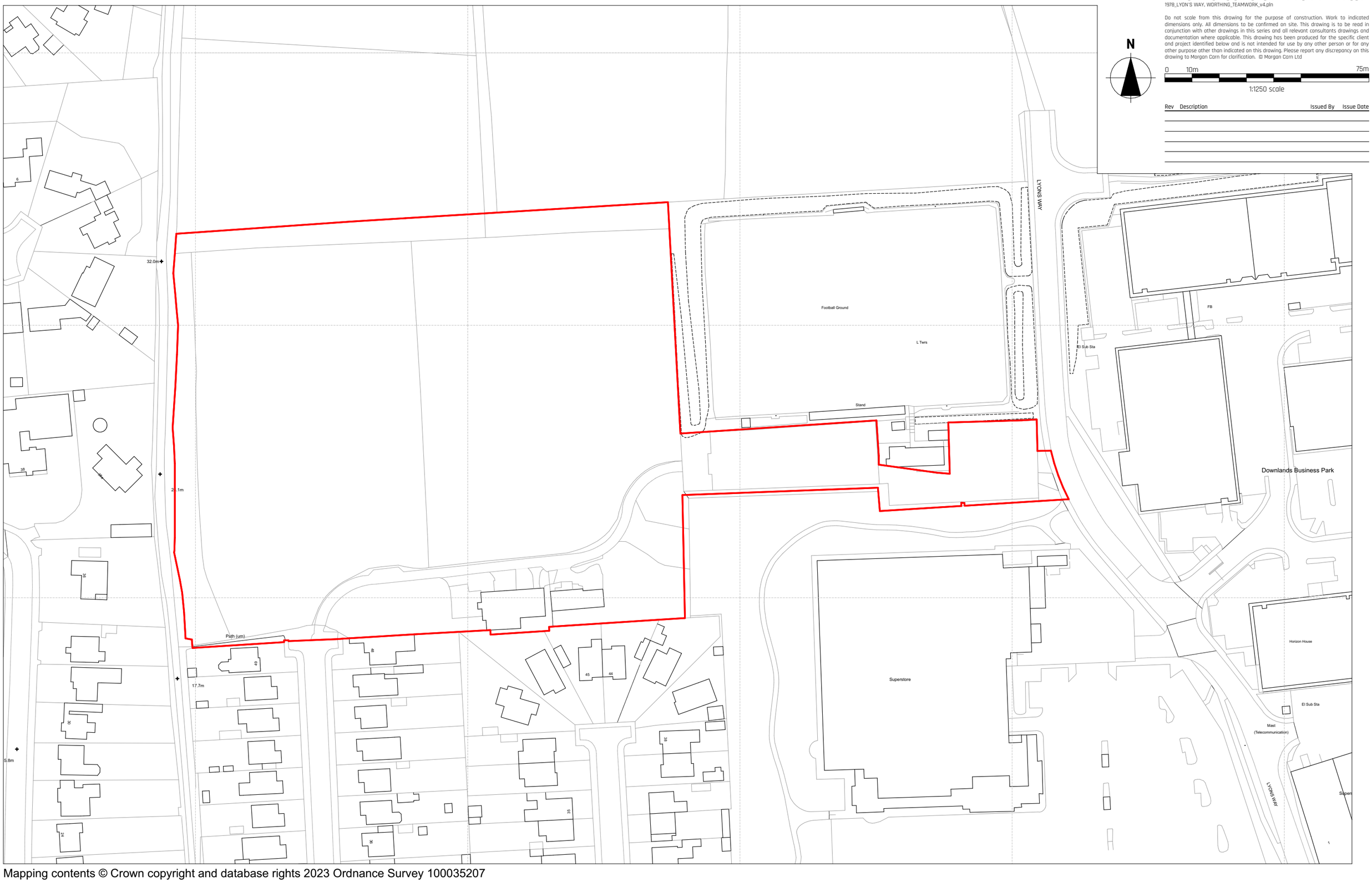
Do not scale from this drawing for the purpose of construction. Work to indicated dimensions only. All dimensions to be confirmed on site. This drawing is to be read in conjunction with other drawings in this series and all relevant consultants drawings and documentation where applicable. This drawing has been produced for the specific client and project identified below and is not intended for use by any other person or for any other purpose other than indicated on this drawing. Please report any discrepancy on this drawing to Morgan Carn for clarification. © Morgan Carn Ltd

N

0 10m 75m

1:1250 scale

Rev	Description	Issued By	Issue Date



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MORGAN CARN ARCHITECTS

Client: HARGREAVES RESIDENTIAL DEVELOPMENTS LTD

Project: LAND OFF LYONS WAY, WORTHING

Drawing Title: SITE LOCATION PLAN

Status: PLANNING

Date of Issue: 17/04/2023

Scale: 1:1250 @ A3

PROJECT - STAGE - DRAWING - REVISION

1978-P-001

ANNEX B

INITIALLY UNBOUND LAND – PLAN 2

BETA HM Land Registry

MapSearch Snapshot



0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

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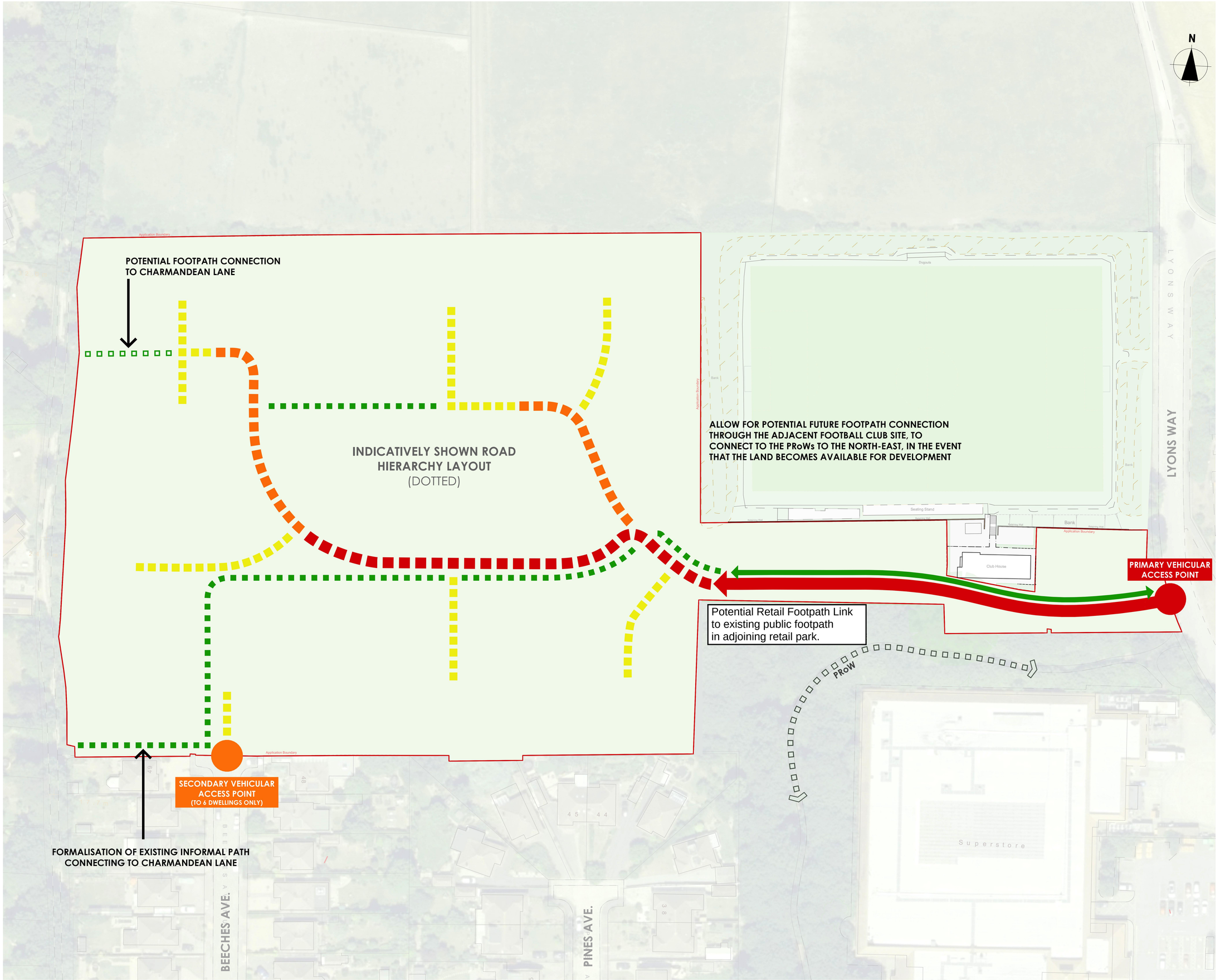
Data last updated 10:00pm 11 MARCH, 2024

88931227-1

ANNEX C

CONNECTIVITY PLAN – PLAN 3



File Location: /Users/mcostaff5/MCA Dropbox/MCA_PROJECTS/PROJECTS_2019/1978_LAND_AT_LYONS_WAY_WORTHING/1978_CAD-PLANNING/1978_P_PLN/1978_LYONS WAY, WORTHING, TEAMWORK_v6.pln
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0 10m 30m 50m

1:500 scale

Rev	Description	Issued By	Issue Date

KEY:

FIXED PRIMARY VEHICULAR ACCESS POINT (TO APPROX. 84 DWELLINGS)

FIXED SECONDARY VEHICULAR ACCESS POINT (TO APPROX. 6 DWELLINGS ONLY)

PRIMARY ACCESS ROAD

NEW EAST-WEST PEDESTRIAN LINK (TO CONNECT TO BEECHES AVENUE)

ILLUSTRATIVE ROAD HIERARCHY:

INDICATIVE PRIMARY ROAD

ROAD TO SERVE APPROXIMATELY 84 DWELLINGS.
SEPARATE FOOTPATHS LOCATED ON BOTH SIDES OF ROAD.
PRIMARILY ASPHALT MATERIAL WITH CONCRETE KERBS.

INDICATIVE SECONDARY ROAD

ROADS TO SERVE APPROXIMATELY 20-30 DWELLINGS EACH.
SEPARATE FOOTPATH LOCATED ON AT LEAST ONE SIDE OF ROAD.
PRIMARILY ASPHALT MATERIAL WITH CONCRETE KERBS.

INDICATIVE TERTIARY ROAD

ROAD TO SERVE APPROXIMATELY 5-10 DWELLINGS EACH.
MOSTLY SHARED SURFACES WHERE APPROPRIATE WITH LIMITED FOOTPATHS.
PRIMARILY BLOCK PAVING MATERIAL.

INDICATIVE NEW PEDESTRIAN LINK

TO PROVIDE A NEW EAST-WEST PEDESTRIAN LINK CONNECTING BEECHES AVENUE TO LYONS WAY.

THE OUTLINE PLANNING APPLICATION SEEKS TO FIX THE ACCESSES TO THE PROPOSED DEVELOPMENT. THE FIXED PRIMARY ACCESS POINT IS FROM LYONS WAY - INDICATED RED.

A FIXED SECONDARY ACCESS POINT IS MADE FROM BEECHES AVENUE ALONG THE SOUTHERN BOUNDARY - INDICATED ORANGE. THIS ACCESS IS TO SERVE APPROXIMATELY 6 DWELLINGS ONLY.

THE ILLUSTRATIVE ROAD HIERARCHY (DASHED) IS INDICATIVELY SHOWN AND SUBJECT TO CHANGE WITHIN RESERVED MATTERS APPLICATION.

Suite N3 The Old Market
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mca@morgancarn.com
www.morgancarn.com

MORGAN CARN ARCHITECTS

Client
HARGREAVES RESIDENTIAL DEVELOPMENTS LTD

Project
LAND OFF LYONS WAY, WORTHING

Drawing Title
ACCESS & MOVEMENT PARAMETER PLAN

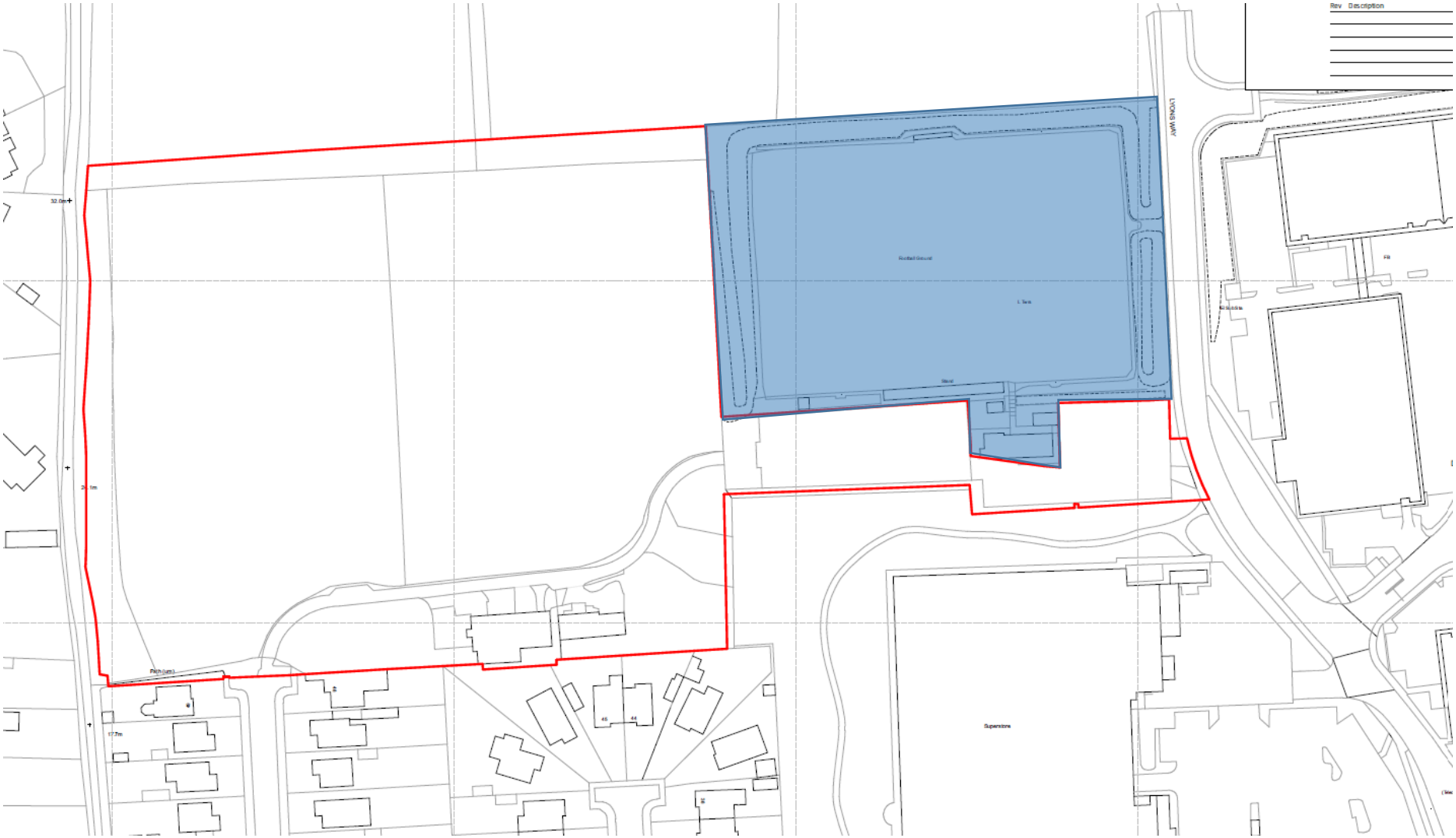
Drawing Scale(s)
1:500 @ A1

Status
PLANNING

Drawing Number
PROJECT - STAGE - DRAWING - REVISION
1978-P-015A

ANNEX D

FOOTBALL GROUND LAND – PLAN 4


Rev Description
LYONS WAY
Football Ground
Stand
Fit
Superstore
Path (um)
32.0m
17.7m

88931197-1

ANNEX E

DRAFT PLANNING PERMISSION

WORTHING BOROUGH COUNCIL

Rob Huntley
RHPC
2 Fielding Gardens
Crowthorne
RG45 7QW

PLANNING PERMISSION

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

APPLICATION NUMBER: AWDM/0693/23

Details of Development
OUTLINE PLANNING APPLICATION FOR RESIDENTIAL DEVELOPMENT OF APPROXIMATELY 90 DWELLINGS, ASSOCIATED CAR PARKING, OPEN SPACES AND LANDSCAPING, WITH PRIMARY ACCESS FROM LYONS WAY AND APPROXIMATELY SIX OF THESE DWELLINGS ACCESSED VIA BEECHES AVENUE AND IMPROVED PEDESTRIAN FOOTPATH LINK TO CHARMANDEAN LANE; ALSO RATIONALISATION OF CAR PARKING PROVISION AT THE EXISTING FOOTBALL GROUND.

Location of Development
LAND NORTH OF BEECHES AVENUE WORTHING WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they DRAFT the above development, in accordance with the application and relevant correspondence registered on 15th May 2023.

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

nnnn

DRAFT

Worthing Borough Council, Development Management, Economy Directorate,
Portland House, 44 Richmond Road, Worthing, West Sussex, BN11 1HS
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
PROPOSED LYONS WAY SITE ACCESS	14047-06 D	09.10.2023
SITE LOCATION PLAN	1978-P-001	15.05.2023

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

02. Time

Application for the approval of Reserved Matters for the development hereby approved shall be made to the Local Planning Authority no later than 3 years from the date of this Permission. The development hereby permitted shall not begin later than two years from the date of approval of the last of the Reserved Matters to be approved.

Reason: *To enable the Local Planning Authority to control the development in detail and to comply with section 92 of the Town and Country Planning Act 1990.*

03. Reserved Matters

Details of the scale, appearance, layout (including internal roads, routes, turning and manoeuvring and parking areas and open spaces within the site) and landscaping, (hereinafter called "the Reserved Matters") of the development shall be submitted to and approved in writing by the Local Planning Authority before any development takes place. The development shall be carried out as approved.

Reason: *To enable the Local Planning Authority to control the development in detail and to comply with section 92 of the Town and Country Planning Act 1990.*

04. Development Framework

The Reserved Matters' details to be submitted shall be in broad conformity with the Development Framework comprising the following:

i) Design Guide - Morgan Carn Architects, October 2023
ii) Access & Movement Parameter Plan 1978-P-015A
iii) Character Area Parameter Plan 1978-P-019 A
iv) Density Parameter Plan 1978-P-017 B
v) Green Infrastructure Parameter Plan 1978-P-016 B
vi) Height Parameter Plan 1978-P-018 A

DRAFT

Reason: *For the avoidance of doubt, to accord with the submitted application and to ensure a well-designed, good quality environment well related to its context, landscape, neighbouring amenities, site opportunities and constraints.*

05. Separate Vehicular Access

Vehicular access from Beeches Avenue shall not at any time serve more than 6 dwellings and no vehicular road link shall be formed between Beeches Avenue and Lyons Way or any other part of the application site whatsoever.

Reason: *In the interests of clarity, highway safety and neighbouring amenities and to ensure that the vehicular access from Beeches Avenue is not intensively used.*

06. Sustainability

As part of the Reserved Matters details to be submitted pursuant to this Permission, a Sustainability Plan shall also be submitted to the Local Planning Authority for approval. It shall describe measures within the development to achieve sustainable living, including but not limited to the following:

i)

a) Efficient building fabric to reduce energy demand & carbon emissions, and

b) Measures for the provision of sustainable energy and low CO2, (including predicted energy demand and target CO2 values) and and the percentage of energy to be provided from renewable sources,

ii) Building orientation and layout to maximise internal daylighting, passive solar gain and natural ventilation,

iii) Ventilation and any heat management / Building Energy Management Systems

iv) Water efficient usage and water saving,

v) Provision of Accessible and Adaptable dwellings and a proportion of Wheelchair User dwellings, including accessible outdoor spaces and in the public realm,

vi) Consideration of life cycle environmental impacts as part of materials selection.

The Sustainability Plan thereby approved shall be implemented and fully adhered to in carrying out the development.

Reason: *To ensure sustainable construction and renewable energy provision and the provision of accessible, adaptable and wheelchair homes and accessible spaces to meet local needs.*

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07. Safe Environment

As part of the Reserved Matters details to be submitted pursuant to this Permission, a Safe Environments Plan shall also be submitted to Local Planning Authority for approval. It shall describe measures within the layout and detailed design of the development and buildings, to minimise the risk and fear of crime and to promote safety, including within pathways and areas of public realm. The Safe Environments Plan thereby approved shall be implemented and fully adhered to in carrying out the development.

Reason: *To ensure a well-designed, good quality and safe environment.*

08. Biodiversity and Trees

As part of the Reserved Matters details to be submitted pursuant to this Permission, the following

i) Details of any tree works or removal, to minimise the felling of trees,

ii) Details of tree protection measures, to be undertaken and maintained during development works in accordance with BS 5837-2012 "Trees in Relation to Construction",

iii) Details of site management measures (A 'Landscape and Ecological Management Plan or LEMP') to minimise and manage any impact on protected species, including reptiles, as outlined in section 5 of the Tyler Grange Ecological Impact Assessment Report submitted with the application (TG Report No. 13938_R03_JW)

iv) Within the LEMP at iii) above, a Strategy for the management and enhancement of biodiversity value of the site, as outlined in section 6 of the Tyler Grange Ecological Impact Assessment Report submitted with the application (TG Report No. 13938_R03_JW), including arrangements for monitoring.

The development, including any demolition works, shall only be undertaken in accordance with the details and timetable thereby approved and the Strategy at iv) above shall be used in the design of the layout and landscaping details in the Reserved Matters at condition 3 of this permission.

Reason: *To safeguard and enhance the biodiversity value of the site.*

09. Boundaries

As part of the Reserved Matters details to be submitted pursuant to this Permission details of the positions, design, materials and types of boundary treatments to be used or erected throughout the site. The boundary treatments for individual building curtilages shall be completed prior to occupation of each respective building and retained thereafter.

Reason: *In the interests of visual amenity.*

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10. Lighting

Prior to any above ground construction works, a detailed external lighting plan shall be submitted to and approved in writing by the Local Planning Authority. This shall include provisions for street lighting and lighting of the public realm, including measures to minimise impacts on the South Downs International Dark Skies Reserve, and risk of crime, light pollution and impacts on wildlife as appropriate. The lighting thereby approved shall be implemented in accordance with these details and thereafter retained.

Reason: *To assist in the provision of a well-designed, good quality and safe environment, and to ensure well-designed lighting which minimises light pollution and any impacts on wildlife and the character and setting of the adjacent South Downs National Park and South Downs International Dark Skies Reserve, in consultation with the South Downs National Park Authority.*

11. Levels

As part of the Reserved Matters details to be submitted pursuant to this Permission a survey and plan of existing and proposed site and slab levels, including reduced ground levels to minimise building mass and landscape impacts and to provide access for people with disabilities, has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and thereafter no other raising of levels shall be carried without the prior written approval of the Local Planning Authority.

Reason: *In the interests of clarity, to ensure access for people with disabilities and because changes in levels may materially affect the appearance and impact of the development on the landscape and neighbouring amenities.*

12. Access and Highways

i) No part of the development which is to be served by vehicular access from Lyons Way shall be first occupied until such time as the vehicular access from Lyons Way has been constructed and made available for use in accordance with the details shown on the approved Lyons Way Access Drawing (drawing No 14047-06 D) and further detailed plans which are to be submitted to and approved in writing by the Local Planning Authority as part of the Reserved Matters application, or suitable alternative detailed plans if first submitted to and agreed in writing with the Local Planning Authority.

ii) No part of the development, which is to be served by vehicular access from Beeches Avenue (serving up to a maximum of six dwellings), shall be first occupied until such time as the vehicular access from Beeches Avenue has been constructed and made available for use in accordance with detailed plans which are to be submitted to and approved in writing by the Local Planning Authority as part of the Reserved Matters application, or suitable alternative detailed plans if first submitted to and agreed in writing with the Local Planning Authority.

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Reason: *To secure satisfactory standards of access and detailed plans for each vehicular access for the proposed development.*

13. Visibility

No part of the development which is to be served by vehicular access from Lyons Way shall be first occupied until such time as visibility splays of 2.4 metres by 43 metres have been provided at the proposed site vehicular access onto Lyons Way in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: *In the interests of road safety.*

14. Access & Parking

No dwelling within the development shall be first occupied until the road(s), footways, and parking areas serving that dwelling have been constructed, surfaced, and drained in accordance with plans and details to be first submitted to and approved by the Local Planning Authority, these shall include engineering specifications to ensure that all streets and vehicular access areas are suitable for use by service, refuse collection and emergency vehicles.

Reason: *To secure satisfactory standards of roads, paths and parking for the development.*

15. Off-Site Footway Improvement

No part of the development which is to be served by vehicular and pedestrian access from Lyons Way shall be first occupied until such time as dropped kerb/tactile paving works shall have been constructed as shown on the approved Lyons Way Access Drawing (drawing No 14047-06D), and at the existing Sainsburys servicing access in the position shown on DTA Drawing No 14047-09 dated 28/07/2023, in accordance with details which shall first be submitted to and approved in writing by the Planning Authority.

Reason: *To secure satisfactory standards of roads, paths and parking for the development.*

16. Parking

As part of the Reserved Matters details to be submitted pursuant to this Permission full details of car parking provision be submitted to and approved in writing by the Local Planning Authority, including:

i) the extent of allocated, unallocated and visitor parking spaces showing the dwelling/building to which each space is allocated or related, and

ii) construction specifications, including drainage and means of marking-out/identification.

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No dwelling shall be occupied until the car parking space(s) serving the respective dwelling (including associated visitor/unallocated or other parking) has been constructed and provided in accordance with the approved details. Once provided, the spaces shall thereafter be permanently retained at all times for their designated purpose.

Reason: *To ensure the provision of well-located car-parking facilities and sustainable parking to serve the development.*

17. Electric Vehicle Charging

No part of the development shall be first occupied until Electric Vehicle Charging spaces ('EV spaces') and operational charging apparatus, for that part, have been provided in accordance with plans and details, (including details and charging rates for charging apparatus and on-going maintenance for active EV spaces, and details of ducting/cabling for passive EV spaces), have been submitted to and approved by the Local Planning Authority. The EV spaces and associated charging apparatus, ducting and cabling shall be permanently maintained in effective working order thereafter.

Reason: *To ensure the provision of well-located Electric Vehicle Charging spaces to serve the development.*

18. Cycle Parking

No dwelling shall be first occupied until secure cycle parking facilities and appropriate visitor cycle parking facilities, where appropriate to serve the respective dwelling (s) have been provided in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

Reason: *To provide alternative travel options to the use of the private car.*

19. Travel Plan

The development hereby permitted shall not be occupied unless and until a comprehensive Travel Plan has been submitted to and approved in writing by the Local Planning Authority (in consultation with the Highway Authority for the A27). The Travel Plan shall be generally in accordance with Framework Travel Plan 14047-06a submitted with the application and prepared in line with prevailing policy and best practice and shall include as a minimum:

i) the identification of targets for trip reduction and modal shift;

ii) the measures to be implemented to meet these targets including an accessibility strategy to specifically address the needs of residents with limited mobility requirements;

iii) the timetable/ phasing of the implementation of the Travel Plan measures shall be alongside occupation of the development and its operation thereafter;

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iv) the mechanisms for monitoring and review;

v) the mechanisms for reporting;

vi) the remedial measures to be applied in the event that targets are not met;

vii) the mechanisms to secure variations to the Travel Plan following monitoring and reviews.

The development shall only be occupied in accordance with the approved Travel Plan which shall remain in place for 5 years unless otherwise amended in accordance with a review to be agreed in writing by the Local Planning Authority in conjunction with the Highway Authority.

Reason: *In order to minimise the use of the private car and promote the use of sustainable modes of transport in accordance with the National Planning Policy Framework (September 2023) and paragraph 40 DfT Circular 01/2022.*

20. Drainage - Details

Development shall not commence, other than works of site survey and investigation, until details of the proposed means of:

i. foul drainage disposal, and

ii. surface water drainage disposal, and

iii. A hydrogeological assessment identifying any risks to groundwater,

have been submitted to and approved in writing by the Local Planning Authority.

The design of surface water drainage shall follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA and shall maintain existing surface water flow paths across the site, including mitigation measures for any areas of high risk. Winter groundwater monitoring to establish highest annual ground water levels and winter infiltration testing to BRE DG365, or similar approved, will be required to support the design of any Infiltration drainage as well as measures to prevent pollution to groundwater and the water environment.

No part of the development shall be occupied until the complete surface water drainage system and foul drainage serving that part has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: *To ensure adequate foul and surface water drainage, including sustainable drainage in consultation with Southern Water and to ensure that*

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drainage is adequate for the design lifetime and does not increase flood risk elsewhere and minimises the risk of pollution.

21. Drainage - Management

No construction of any relevant part of the development shall commence until full details of the maintenance and management of the surface water drainage system for that part, including pollution prevention and management measures, is set out in a site-specific maintenance manual and submitted to and approved in writing by the Local Planning Authority. The manual shall include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system for that phase, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: *To ensure adequate foul and surface water drainage, including sustainable drainage and control of risks of pollution in consultation with Southern Water, and to ensure that drainage is adequate for the design lifetime and does not increase flood risk elsewhere.*

22. Drainage - As Built Details

Immediately following implementation of the approved surface water drainage system for the relevant part of the development, and prior to occupation of that part, the developer/applicant shall provide the Local Planning Authority with as-built drawings of the implemented drainage scheme together with a completion report prepared by an independent engineer that confirms that the scheme was built in accordance with the approved drawing/s and is fit for purpose. The scheme shall thereafter be maintained to ensure its continued effectiveness.

Reason: *To ensure adequate foul and surface water drainage, including sustainable drainage and pollution risk control and to ensure that drainage is adequate for the design lifetime and does not increase flood risk elsewhere.*

23. Drainage - Infiltration and Groundwater

No drainage systems for the infiltration of surface water to the ground are permitted other than with the written consent of the Local Planning Authority. Any proposals for such systems must be supported by an assessment of the risks to groundwater and controlled waters. The development shall be carried out in accordance with the approved details.

Reason: *To minimise and manage risks associated with existing site contamination to prevent harm to human health and to protect the water environment including groundwater.*

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24. Piling and Groundwater

Piling and the use of penetrative construction methods shall not be carried out unless a full piling risk assessment and method statement, including consideration of contaminants, groundwater and aquifers and methods to minimise risk of contamination, has been submitted to and approved in writing by the Local Planning Authority. Piling and penetrative methods shall only be carried out in accordance with the details thereby approved details.

Reason: *To minimise and manage risks associated with existing site contamination, to prevent harm to human health and to protect the water environment including groundwater.*

25. Ground Remediation - method

No development including any demolition, shall commence until a remediation strategy to deal with the risks associated with contamination of the site in respect of the development hereby permitted, has been submitted to, and approved in writing by the Local Planning Authority. This strategy will include the following components:

i). A preliminary risk assessment which has identified:
a. all previous uses;
b. potential contaminants associated with those uses;
c. a conceptual model of the site indicating sources, pathways and receptors;
d. potentially unacceptable risks arising from contamination at the site.
e. provision for further investigations following demolition of the buildings on the site,

ii). A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site.

iii). The results of the site investigation and the detailed risk assessment referred to in (ii) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

iv). A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The scheme shall be implemented in accordance with the remediation strategy thereby approved unless the Local Planning Authority gives prior written approval for any variation.

Reason: *To minimise and manage risks associated with existing site contamination to prevent harm to human health and to protect the water environment including groundwater.*

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26. Ground Remediation - verification

Prior to any dwelling being occupied, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reason: *To minimise and manage risks associated with existing site contamination to prevent harm to human health and to protect the water environment including groundwater in accordance with the National Planning Policy Framework 2023 and Policies DM21 and DM22 of the Worthing Local Plan 2020-2036.*

27. Ground Remediation - precaution

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the Local Planning Authority. The remediation strategy shall be implemented as thereby approved.

Reason: *To minimise and manage risks associated with existing site contamination, to prevent harm to human health and to protect the water environment including groundwater.*

28. Fire Hydrants & Water Supply

Prior to the commencement of the development, details of fire hydrants or stored water supply required to serve the development (including location, water pressure and volume), shall be submitted to and approved in writing by the Local Planning Authority. The hydrants or water supply serving the relevant part of the development shall be installed as approved and made available for use prior to occupation of and dwelling in that relevant part of the development.

Reason: *To ensure the provision of adequate fire-fighting facilities for the development.*

29. Noise

As part of the Reserved Matters details to be submitted pursuant to this Permission a survey of existing noise and assessment of noise exposure and risks affecting the development shall be submitted to and approved in writing by the Local Planning Authority. This shall detail any noise mitigation measures to be included within the development. The development shall only be carried out, occupied and maintained in accordance with the details thereby approved.

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Reason: *In order to minimise risks of noise and vibration to residents of the development hereby approved.*

30. Construction Management Plan

No development, including any works of demolition, shall commence until a Construction Environmental Management Plan (CEMP) 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 for the development. The Plan shall provide details as appropriate, including of the following matters:-

a) the anticipated number, frequency and types of vehicles used during construction;
b) the method of access and routing of vehicles during construction, with no construction traffic access to the site via Beeches Avenue;
c) safety and timetabling provisions to minimise risks from development traffic during school drop-off and collection times;
d) the parking of vehicles by site operatives and visitors;
e) the loading and unloading of plant, materials and waste;
f) the location of any site compound and site office, including details of any external lighting;
g) the storage of plant and materials used in construction of the development;
h) the erection and maintenance of security hoarding and gate (s),
i) a commitment to no burning on site,
j) a Dust Management Plan incorporating measures to control dust arising from the works;
k) measures in place to deal with minimise risk of and respond to any accidental spillages including containment and clear-up;
l) the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway;
m) efficient construction waste management, re-use and recycling;
n) details of public engagement, including with neighbouring and nearby residents, both prior to and during construction works;
o) details of any onsite lighting required during development works;
p) ecological protection measures
q) details of communications to be used to keep neighbouring residents and businesses informed of the nature and duration of development works and contact details for site management.

The Construction Environment Management Plan shall include arrangements for monitoring and effective enforcement and shall contain a construction method statement which be implemented and adhered to throughout development works.

Reason: *In the interests of highway safety, to ensure in consultation with National Highways and the County Highway Authority that the A27 Trunk Road and other roads continue to be an effective part of the national system of routes for through traffic in accordance with section 10 of the Highways Act 1980 and DfT Circular 01/2022 and to satisfy the reasonable requirements of road safety and to manage noise and pollution and ecological protection during the construction phase.*

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31. Working Hours

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 07:30 - 18:00 Hours
Saturday 08:00 - 13:00 Hours
On Sundays and Bank Holidays no work is 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 amenity of neighbouring occupiers during the period of development works.*

32. Archaeology

i) No development or demolition works shall commence until a Written Scheme of Investigation (below-ground archaeological investigation and recording), including provision for on-site field survey and recording and the analysis reporting publishing and archiving of the results has been submitted to and approved by the Local Planning Authority.

ii) The Written Scheme of Investigation approved under i) above shall be implemented and fully adhered to during the course of development, (including any below ground works), and shall fulfil all steps of recording, analysis, reporting, publishing and archiving of the results contained within it.

Reason: *In order to ensure that heritage assets of archaeological interest will be adequately recorded before development and subsequently will be adequately reported.*

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Informatives / Notes to Applicant

01. This permission is subject to the s.106 Legal Agreement dated [.....] which includes provisions and contributions for Affordable Housing; Footpaths and Rights of Way; Travel Plan; Lyons Way; Travel Plan; Car Club; Open Space; Air Quality; Site Management and Monitoring of Ecology/Biodiversity.

02. [Other Informatives]

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Ref: AWDM/0693/23

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 you want to appeal, then you must do so within six months, 12 weeks for a minor commercial (shop front) of the date of this notice. Appeals must be made using a form which you can get from the Secretary of State online at https://acp.planninginspectorate.gov.uk or at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000).

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.

6. If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK

Purchase Notices

7. 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.

8. 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.

9. Further correspondence about this application should quote the reference number at the top right hand corner of the form.

10. 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.

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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).

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ANNEX F

CONFIRMATORY DEED

Dated 202

[THE COVENANTOR] **(1)**

AND

THE BOROUGH COUNCIL OF WORTHING **(2)**

AND

WEST SUSSEX COUNTY COUNCIL **(3)**

AND

[CHARGEE] **(4)**

CONFIRMATORY DEED

under Section 106 of the
Town and Country Planning Act 1990
relating to Land North of Beeches Avenue,
Worthing

PLANNING APPLICATION REFERENCE
AWDM/0693/23

This Deed is made on [ ]

(1) **[ ]** of [ ] **(the "Covenantor");** and

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

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

(4) **[ ]** of [ ] **("Chargee").**

Together the "**Parties**".

WHEREAS:-

(A) This Deed relates to the Covenantor's land and their interests therein, the details of which are set out in the Schedule to this Confirmatory Deed, and such land is shown edged red on the plan annexed to this Confirmatory Deed (the "**Site**").

(B) On [ ] 2024 the Principal Deed was completed. This Deed is supplemental to the Principal Deed.

(C) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

(D) The County Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is situated.

(E) The planning obligations contained in the Principal Deed are enforceable by the Council and County Council to the extent set out therein and in accordance with the Principal Deed.

(F) This Confirmatory Deed is required pursuant to Clause 5 of the Principal Deed for the purpose of ensuring that the planning obligations contained in the Principal Deed are binding on the Covenantor insofar as they remain to be complied with and relate to the Site.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned to them in the Principal Deed.

1.2 In this Deed:-

"Principal Deed" means the agreement dated [ ] 2025 between the Council, County Council, Carol Ann Wilkinson and James Christopher Groves and Hargreaves Residential Developments Limited pursuant to section 106 of the Act and other statutory powers

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

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

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

1.6 The headings are for reference only and shall not affect construction.

1.7 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done.

1.8 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.

1.9 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing in accordance with the provisions of the Principal Deed.

2. **OPERATION OF THIS CONFIRMATORY DEED**

2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, and sections 1 to 8 of the Localism Act 2011, and all other enabling powers.

2.2 The obligations, covenants, and undertakings given by the Covenantor in this Confirmatory Deed are made pursuant to section 106 of the 1990 Act **PROVIDED THAT**, to the extent that any such obligations, covenants, and undertakings are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, and sections 1 to 8 of the Localism Act 2011 and are enforceable in accordance with this Confirmatory Deed by the Council pursuant to those powers.

2.3 The Covenantor agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Deed between Carol Ann Wilkinson and James Christopher Groves and Hargreaves Residential Developments Limited and the Council and County Council shall be binding on the Site pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Covenantor but also against any successors in title to or assignees of the Covenantor and any person claiming through or under it an interest or estate in the Site as if the Covenantor had been an original covenanting party in respect of the Site when the Principal Deed was entered into.

2.4 The Council agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Deed between Carol Ann Wilkinson and James Christopher Groves and Hargreaves Residential Developments Limited and the Council and County Council shall be binding on the Site pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein.

2.5 The County Council agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Deed between Carol Ann Wilkinson and James

Christopher Groves and Hargreaves Residential Developments Limited and the Council and County Council shall be binding on the Site pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein.

3. **REGISTRATION**

3.1 Within 5 (five) working days after the completion of this Confirmatory Deed (if not already done so), the Covenantor shall make an application to the Land Registry for entries relating to this Confirmatory Deed to be made against the Site and will give notice of such registration to each of the Council in accordance with the Principal Deed as soon as such registration has been completed and supply the Council (at no cost to it) with copies of such registration.

3.2 If the Covenantor fails to make the application as aforesaid within 3 (three) months of the date of this Confirmatory Deed, the Covenantor hereby gives its consent to the Council to register this Confirmatory Deed as aforesaid and thereafter the Council shall be entitled to recover the expenses incurred in doing so from the Covenantor and the Covenantor hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the entries to be made.

3.3 This Confirmatory Deed is a local land charge and shall be registered as such by the Council.

3.4 The Covenantor may at any time after all the obligations set out in the Principal Deed relevant to the Site have been performed or otherwise discharged apply to the Land Registry to remove the entries relating to this Confirmatory Deed against the Site.

4. **RELEASE**

4.1 The Covenantor will upon disposing of the whole or part of the Site be released from all obligations and covenants under this Confirmatory Deed and the Principal Deed in relation to the Site or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

5. **[MORTGAGEE'S CONSENT]**

5.1 [The Mortgagee consents to the Covenantor entering into this Confirmatory Deed and acknowledges that the [ ] Site will be bound by the terms and obligations contained in this Confirmatory Deed and shall take effect subject to this Confirmatory Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Confirmatory Deed unless it becomes a mortgagee in possession of the whole or any part of the Site in which case it too will be bound by the terms and obligations contained in this Confirmatory Deed as if it were a person deriving title from [ ]].]

6. **COVENANTOR'S ACTIONS ON COMPLETION**

The Covenantor will prior to completion of this Confirmatory Deed:-

6.1 pay the Council's reasonable legal costs incurred in connection with the preparation and completion of this Confirmatory Deed

EXECUTED AS A DEED by the parties on the date which first appears in this Confirmatory Deed.

Executed as a Deed (but not delivered until the date of

this Deed) by [the **Covenantor**] acting by

Signature of Director

Full Name (Director)

Full Name (Director/Secretary) Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of

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

Authorised Officer

Executed as a Deed (but not delivered until the date of

this Deed) **THE COMMON SEAL** of)
WEST SUSSEX COUNTY COUNCIL))
was affixed to this **DEED** by Order)

Authorised Officer

[Executed as a Deed (but not delivered until the date of.

this Deed) by [**CHARGEE**] acting by

Signature of Director

Full Name (Director)

Full Name (Director/Secretary) Signature of Director/Secretary)]

This Agreement has been executed as a Deed and delivered on the date stated at the beginning of this Agreement.

Executed as a Deed by affixing **THE COMMON SEAL** of)
THE BOROUGH COUNCIL OF WORTHING)
In the presence of:)

Authorised Signatory

Executed as a Deed by affixing **THE COMMON SEAL** of)
WEST SUSSEX COUNTY COUNCIL)
In the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by)
CAROL ANN WILKINSON)
In the presence of:-)

Carol Ann Wilkinson

Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a **DEED** by)
JAMES CHRISTOPHER)
GROVES)
In the presence of:-)

James Christopher Groves

Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a **DEED** by)
HARGREAVES RESIDENTIAL)
DEVELOPMENTS LIMITED)
Acting by two Directors / a)
Director and a Secretary)

Director

Director / Secretary