Dated 6th November 2025

THE BOROUGH COUNCIL OF WORTHING (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

CAYUGA 019 LLP (3)

AND

UNITED TRUST BANK LIMITED (4)

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land at The Plaza, Rowlands Road,
Worthing, BN11 3JS

PLANNING APPLICATION REFERENCE
AWDM/1331/24

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THIS AGREEMENT is made on 6th November 2025

BETWEEN:

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

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

(3) **CAYUGA 019 LLP** a limited liability partnership registered in England and Wales with registered number OC450887 whose registered office is at Cayuga House, 2A Addison Road, Hove, East Sussex, BN3 1TN, (**"Owner"**); and

(4) **UNITED TRUST BANK LIMITED,** a company incorporated and registered in England and Wales with company number 549690 and whose registered office is One Ropemaker Street, London EC2Y 9AW (**"Mortgagee"**),

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.

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

(C) The Owner is the freehold owner of the Site, registered at the HM Land Registry under title number WSX53690, subject to a mortgage in favour of the Mortgagee but otherwise free from financial encumbrances.

(D) The Mortgagee is or will be the registered proprietor of the charge dated 10 April 2025 referred to or to be referred to in the charges register of Title number WSX53690 and has agreed to enter into this Deed to give its consent to the terms of this Deed.

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

(F) The Council considered the Planning Application at the meeting of its Planning Committee on 16 July 2025 and approved the grant of the Planning Permission, subject to the prior completion of this Deed.

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

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

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

the 1990 Act	the Town and Country Planning Act 1990 (as amended);
Affordable Housing Contribution	means a contribution to be calculated as part of or pursuant to the Future Viability Review which may be paid to the Council for the provision of off-site Affordable Housing, the quantum of which contribution shall be subject to the Affordable Housing Contribution Cap;
Affordable Housing Contribution Cap	means the cap on the quantum of the Affordable Housing Contribution that may be payable pursuant to the terms of this

	Deed, being a maximum sum of £971,850 (nine hundred and seventy one thousand, eight hundred and fifty pounds);
Car Club	means a scheme which gives members access to a pool of cars within reasonable walking distance of the Site 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, free membership to a Car Club for a period of 2 (two) years commencing on the date when that occupier first Occupies the Dwelling including an initial one-off credit of £50 (fifty pounds) for each membership PROVIDED THAT free membership shall only be offered to one occupier per Dwelling;
Chargee	any mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed);
Commencement Date	the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a Material Operation and "Commence Development" and "Commencement of Development" shall be construed accordingly;
Council Monitoring Contribution	means the total sum of £1,830 (one thousand, eight hundred and thirty pounds) payable to the Council for monitoring the delivery and performance of a Qualifying Trigger over the lifetime of the Development calculated on the basis of £305 (three hundred and five pounds) per Qualifying Trigger;
County Council Monitoring Contribution	means the total sum of £810 (eight hundred and ten pounds) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger over the lifetime of the Development;
Development	the development of the Site permitted by the Planning Permission;
District Heating Network	the decentralised energy network providing low carbon energy, for the purposes of space heating and hot water in the locality of the Site;
Dwellings	any dwellings to be constructed on the Site pursuant to the Planning Permission and "Dwelling" shall be construed accordingly;
Energy Strategy	means a written strategy to be submitted by the Owner to the Council for its written approval, which demonstrates: a) that the heating and cooling systems proposed for the Development have been selected in accordance with the heating and cooling hierarchy within Worthing Local Plan Policy DM17 and that the lowest carbon solution that is feasible is used; and

	b) that the Owner has spoken with Hemiko regarding future opportunities to connect the Development to the District Heating Network and that should such opportunities exist, that routes for connecting pipework, an internal distribution system and plant room space have been identified;
Future Viability Review	means a viability appraisal of the Development using the same methodology and outputs as the Viability Appraisal, which shall be carried out by an independent professional valuer in accordance with all relevant published industry, professional and government guidance in relation to viability and reflecting any scheme or market changes at the date of the re-appraisal in order to assess whether it is viable to provide any Affordable Housing Contribution in accordance with the terms of this Deed;
Hemiko	the operator of the District Heating Network;
Indexation	means in relation to any sum referred to in the Schedules to this Deed as being payable by the Owner to the Council, increased by reference to the percentage increase in the Relevant Index from the Relevant Index last published before the date of this Deed to the Relevant Index last published before the date that each relevant payment is due; and means in relation to any sum referred to in the Schedules to this Deed as being payable by the Owner to the County Council, increased by the application of the following formula: A = B x C/D (where C/D is equal to or greater than 1) where: A is the sum actually payable on the date of payment B is the original sum mentioned in this Deed C is the BCIS Index at the date payment falls due D is the BCIS Index at the date of consultation being the 30 April 2025;
Interest	means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis;
Material Operation	the carrying out of development as described in section 56(4) of the 1990 Act PROVIDED THAT for the purposes of the Deed the following operations shall not be taken to constitute a Material Operation: (a) site investigations or surveys; (b) site decontamination and remediation works; (c) ecological preparation works; (d) any other preparatory works as may be agreed in writing with the Council or County Council; (e) the clearance or regrading of the Site; (f) the provision of security fencing;

	(g) works connected with ground infilling; (h) the provision of any temporary site access for construction traffic; and (i) works for the provision or removal of drainage or mains services to prepare the Site for development;
Occupation	the beneficial occupation for the purpose for which the Site was granted planning permission, but shall exclude occupation for the purposes of fit out or marketing and "Occupy" and "Occupied" shall be construed accordingly;
Open Space Contribution	A contribution of £149,470 (one hundred and forty nine thousand, four hundred and seventy pounds) payable to the Council for open space and recreation facilities in the Borough of Worthing;
Parties	the parties to this Deed;
Planning Application	a full planning application with planning application reference AWDM/1331/24 validated on the 22 October 2024 for: Demolition of existing Buzz Bingo building and erection of a five-storey mixed-use building comprising 2 commercial units (flexible Use Class E / bingo hall) and 47 self-contained residential units (Use Class C3), with rooftop PV panels, and cycle and bin stores. Redevelopment of existing car park to accommodate the erection of a terrace of six three-storey houses with private gardens, and car parking spaces;
Planning Permission	the planning permission to be granted pursuant to the Planning Application substantially in the form at Annex B of this Deed and such other permission granted pursuant to section 73 of the 1990 Act;
Peer Review	means a review of the Future Viability Review conducted by the Council's appointed independent professional valuer;
Qualifying Trigger	means any trigger contained within this Deed that attracts the Council Monitoring Contribution as applicable because its implementation and/or adherence requires monitoring by the Council;
Real-Time Displays Contribution	A contribution of £17,000 (seventeen thousand pounds) payable to the County Council for the provision of digital display boards that provide real-time passenger information at the Thorn Road bus stops (on Rowlands Road);
Relevant Index	the All Items Consumers Prices Index published by the Office for National Statistics contained in the monthly digest of statistics (or contained in any official publication substituted therefore) or such other index as may be published in substitution thereof;
Site	the site shown edged red on the Site Plan and comprising the land registered at the HM Land Registry under title number WSX53690;

Site Plan	the plan appended to this Deed at Annex A;
Specialist	for the purposes of dispute resolution under clause 10 of this Deed, a person qualified to act as an expert in relation to any dispute having not less than ten years' professional experience in relation to the matter in dispute;
Travel Plan Statement	the Travel Plan Statement to be submitted by the Owner and approved in writing by the County Council which is intended to promote the use of more sustainable modes of transport and shared transport, by occupiers of the Development with particular emphasis on encouraging a modal change away from the use of private motor vehicles;
Travel Plan Statement Monitoring Fee	the sum of £1,695 (one thousand, six hundred and ninety five pounds) payable to the County Council for the purpose of monitoring and auditing the Travel Plan Statement;
Viability Appraisal	means the viability assessment dated August 2024 supplied to the Council on behalf of the Owner by ECE Planning;
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 or to the County Council include the successors to its respective statutory functions.

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

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

3 EFFECT OF THIS DEED

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

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

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

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

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

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

(a) the owner(s), tenant(s) and/or occupier(s) of a completed 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 mortgagee or Chargee; 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, 8, 9, 10, 11, 12, 16, 17, and 18, this Deed is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

5 OBLIGATIONS OF THE PARTIES

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

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

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

5.4 The Council agrees with the Owner to comply with the obligations on the part of the Council set out in Schedule 4, Part 1 of this Deed.

5.5 The County Council agrees with the Owner to comply with the obligations on the part of the County Council set out in Schedule 4, Part 2 of this Deed.

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

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

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

6 WARRANTY AS TO TITLE

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

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

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

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

7 MORTGAGEE'S CONSENT

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

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

8 TERMINATION OF THIS DEED

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

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

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

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

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

8.3 Where the Deed is released in part by a future agreement, the Council will place a note against the entry made in the local land charges register stating which obligations no longer have effect.

8.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the local land charges register stating which obligations under this Deed have been discharged and complied with, the Council will place such a note against the entry.

9 NOTICES

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

9.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Deed (and in the Council's case marked for the attention of the Head of Planning and in the County Council's case, marked for the attention of

the S.106 Monitoring Team) or to such other address as one party may notify in writing to the others at any time as its address for service.

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

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

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

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

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

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

10 DETERMINATION OF DISPUTES

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

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

10.3 Any dispute over the identity of the Specialist shall be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties to the dispute cannot agree the identity of the organisation, then the Specialist shall be nominated by the president or next most senior available officer of the Law Society of England and Wales.

10.4 The Specialist shall act as an independent expert and:

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

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

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

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

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

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

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

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

10.7 The findings of the Specialist shall save in the case of manifest material error be final and binding, save that the parties to the dispute retain the right to refer to the courts on a matter of law.

11 WAIVER

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

12 CHANGE IN OWNERSHIP

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

13 INDEXATION

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

14 INTEREST

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

15 VAT

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

16 COSTS

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

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

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

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

18 JURISDICTION

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

19 SECTION 73 PLANNING PERMISSIONS

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

SCHEDULE 1

COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:

1. Energy Strategy

1.1 To submit an Energy Strategy to the Council prior to the Commencement of Development.

1.2 Not to Commence Development until the Energy Strategy has been approved in writing by the Council.

2. Car Club

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

3. Future Viability Review

3.1 The Owner shall commission, fund and submit a Future Viability Review to the Council within 40 Working Days of the date that the First Dwelling is Occupied.

3.2 The Owner covenants to pay the Council's reasonable and proper costs incurred in reviewing the Future Viability Review and any supporting evidence. The Parties agree that this shall include the reasonable and proper fees the Council incurs in seeking a Peer Review of the Future Viability Review in a sum up to a maximum of £5,000 plus VAT, unless otherwise agreed in writing by the Owner.

3.3 The Council shall issue its decision on whether it agrees with the conclusions as set out in the submitted Future Viability Review in writing within 40 Working Days of receipt.

3.4 If pursuant to paragraph 3.3 above the Council notifies the Owner that it does not agree with the conclusions in the Future Viability Review the parties shall use reasonable endeavours to reach agreement on the Future Viability Review for a period of no less than 20 Working Days (the 'Negotiation Period').

3.5 If the Council does not notify the Owner of its decision on the Future Viability Review within 40 Working Days of receipt pursuant to paragraph 3.3 and/or if the parties have not reached agreement within the Negotiation Period, either party may refer the matter to a Specialist for determination in accordance with the procedure set out in clause 10 of this Deed.

3.6 If it is agreed by the Council or determined by a Specialist that the Future Viability Review demonstrates that no Affordable Housing Contribution arises, the Owner shall not be required to pay any Affordable Housing Contribution, and it shall have no further obligations under this Schedule.

3.7 An Affordable Housing Contribution shall be payable if it is agreed or determined pursuant to the Future Viability Review that it arises and specifically, only if it is agreed or determined pursuant to the Future Viability Review that a profit will be achieved in excess of 17.5% on the gross development value. Where this is the case the Affordable Housing Contribution shall be paid to the Council SUBJECT ALWAYS TO paragraph 3.9.

3.8 If it is agreed or determined that an Affordable Housing Contribution is payable, the Owner shall pay such contribution to the Council in the amount agreed or determined, no later than within 20 Working Days of such agreement or determination.

3.9 The maximum amount which the Owner may be required to pay as an Affordable Housing Contribution shall not exceed the Affordable Housing Contribution Cap.

4. Open Space Contribution

4.1 To pay 50% of the Open Space Contribution to the Council prior to the Occupation of the first Dwelling.

4.2 Not to allow, cause or permit Occupation of the first Dwelling until the payment has been made pursuant to paragraph 4.1.

4.3 To pay the remaining 50% of the Open Space Contribution to the Council prior to Occupation of no more than 50% of the Dwellings.

4.4 Not to allow, cause or permit Occupation of more than 50% of the Dwellings until the payment has been made pursuant to paragraph 4.3.

SCHEDULE 2

COVENANTS WITH THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

1. Travel Plan Statement

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

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

1.3 Once approved and upon first Occupation, to ensure the approved Travel Plan Statement or any amendments to it (as may be agreed with the County Council in writing) is implemented in full, in accordance with the requirements and timetable of approved Travel Plan Statement, 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 Statement.

1.4 To pay the Travel Plan Statement Monitoring Fee before Occupation of the first Dwelling.

1.5 Not to allow, cause or permit Occupation of the first Dwelling until the Travel Plan Statement Monitoring Fee has been paid to the County Council.

2. Real-Time Displays Contribution

2.1 To pay the Real-Time Displays Contribution before Occupation of the first Dwelling.

2.2 Not to allow, cause or permit Occupation of the first Dwelling until the Real-Time Displays Contribution has been paid to the County Council.

SCHEDULE 3

NOTICES

1. The Owner covenants with the Council and County Council:

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

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

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

1.1.3 Twenty Working Days prior notice of the anticipated date when the first 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 Twenty Working Days prior notice of the anticipated date when 50% of the Dwellings will be Occupied;

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

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

SCHEDULE 4

COVENANTS WITH THE OWNER

Part 1 - The Council covenants with the Owner as follows:

1. Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this deed such approval, satisfaction, agreement, confirmation or consent, provided it has been applied for in writing, will be given in writing and will not be unreasonably withheld or delayed.
2. To use all sums received under this Deed for the purposes specified for which they are paid.
3. To provide the Owner with such evidence as they may reasonably require in order to confirm the expenditure of sums paid by the Owner under this Deed.
4. To repay to the person who made the payment such amount paid to the Council under this Deed which has not been expended or contractually committed in accordance with the provisions of this Deed within ten (10) years of the relevant date of payment.

Part 2 – The County Council covenants with the Owner as follows:

1. Where the approval, satisfaction, agreement, confirmation or consent of the County Council or any officer of the County Council is required for any purpose under or in connection with the terms of this deed such approval, satisfaction, agreement, confirmation or consent, provided it has been applied for in writing, will be given in writing and will not be unreasonably withheld or delayed.
2. To use all sums received under this Deed for the purposes specified for which they are paid.
3. To provide the Owner with such evidence as they may reasonably require in order to confirm the expenditure of sums paid by the Owner under this Deed.
4. To repay to the person who made the payment 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.

ANNEX A

SITE PLAN

Only figured dimensions are to be used. All dimensions to be checked on site.

Please note: Refer to 'type' of drawing below; planning drawings should only be treated as such.

Notes

[redacted]

3424516/7/8/2025



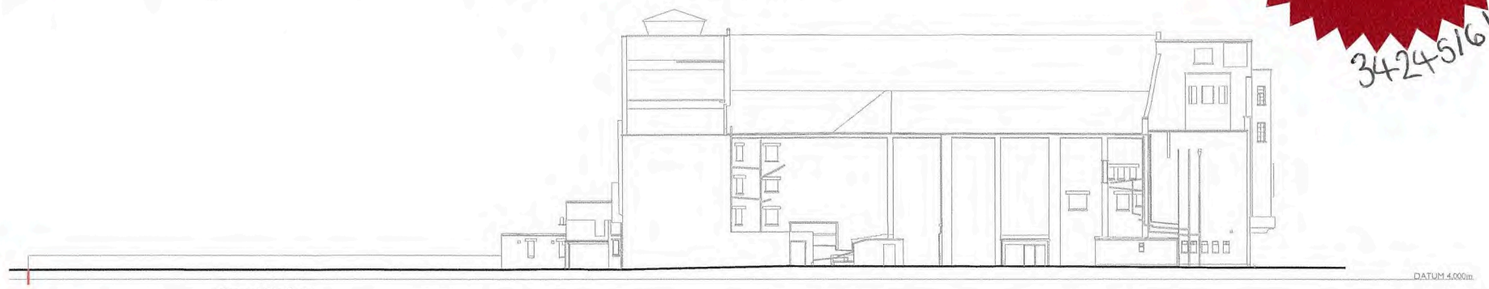
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Scale in Metres
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+EL Existing South Elevation - scale 1:500 at A3

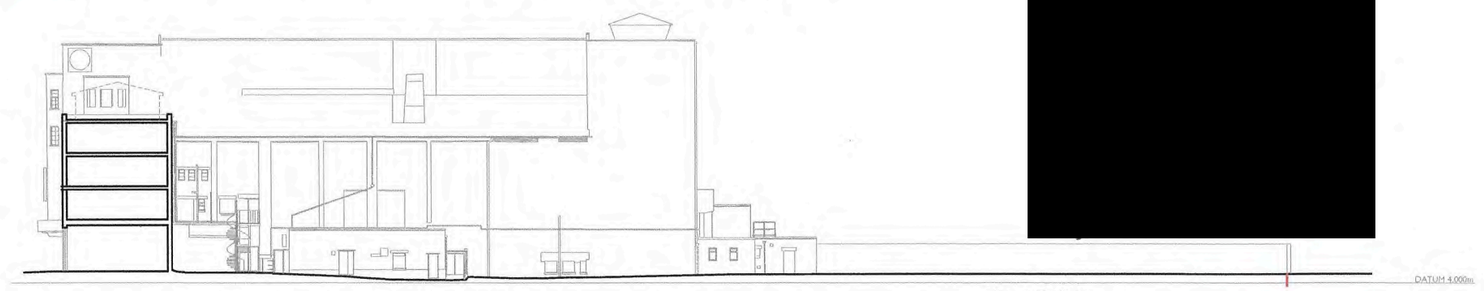
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+EL Existing West Elevation - scale 1:500 at A3

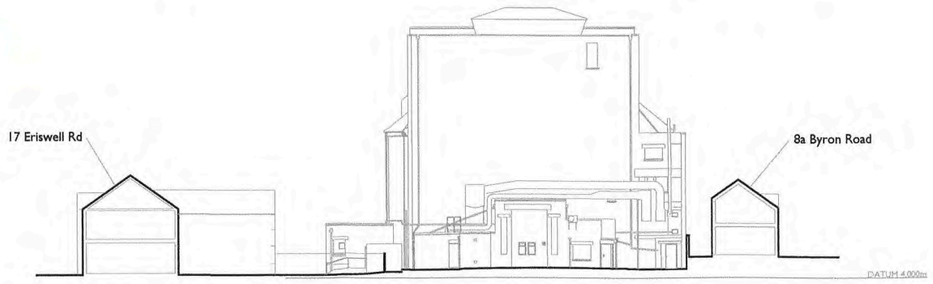
Scale in Metres
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[redacted]



+EL Existing East Elevation - scale 1:500 at A3

Scale in Metres
0 5 10 15 20 25



+EL Existing North Elevation - scale 1:500 at A3

Scale in Metres
0 5 10 15 20 25

10829

[redacted]

APPLICATION FOR DETAILED
PLANNING CONSENT

LRA-R RETINUE

01273 446 890 WWW.LRA-RETINUE.CO.UK

JOB	CHECKED
FORMER PLAZA CINEMA WORTHING	LRA
	DRAWN LRA
CLIENT	DATE
CAYUGA HOMES	08.24
	SCALE 1:500/1250 @ A3
DRAWING	REVISION
EXISTING SITE LOCATION PLAN AND BUILDING ELEVATIONS	
	NUMBER 2227-EX-002

EX-002

24 Windlesham Road, Brighton, East Sussex BN1 3AG, UK
LRA-Retinue registered in England and Wales 12353376

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ANNEX B

DRAFT PLANNING PERMISSION

WORTHING BOROUGH COUNCIL

Mr Chris Barker
ECE Planning Limited
64-68 Brighton Road
Worthing
BN112EN
United Kingdom

PLANNING PERMISSION

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

APPLICATION NUMBER: AWDM/1331/24

Details of Development
DEMOLITION OF EXISTING BUZZ BINGO BUILDING AND ERECTION OF A FIVE-STOREY MIXED-USE BUILDING COMPRISING 2 COMMERCIAL UNITS (FLEXIBLE USE CLASS E / BINGO HALL) AND 47 SELF-CONTAINED RESIDENTIAL UNITS (USE CLASS C3), WITH ROOFTOP PV PANELS, AND CYCLE AND BIN STORES. REDEVELOPMENT OF EXISTING CAR PARK TO ACCOMMODATE THE ERECTION OF A TERRACE OF SIX THREE-STOREY HOUSES WITH PRIVATE GARDENS, AND CAR PARKING SPACES.

Location of Development
GALA BINGO ROWLANDS ROAD WORTHING WEST SUSSEX BN11 3JS

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 22nd October 2024.

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

Gary Peck
Head of Planning & Development

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

SCHEDULE

Conditions

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

Reference/Drawing Number	Version	Date Rec
PROPOSED ELEVATIONS	2227-PA-014F	14.10.2025
VIABILITY REVIEW	DSP24407AQ	03.02.2025
PROPOSED ROW HOUSING SITE PLAN	2227-PA-015 A	30.04.2025
PROPOSED ROW HOUSING ROOF PLAN & ELEVATIONS	2227-PA-016 A	30.04.2025
PROPOSED FLOOR PLANS OF PROPOSED ROW HOUSING	2227-PA-017 A	30.04.2025
INDICATIVE LANDSCAPE PLAN & EAST BOUNDARY ELEVATION	2227-PA-018 A	30.04.2025
MARKETING LETTER - OAKLEY		17.04.2025
DAYLIGHT & SUNLIGHT REPORT 6547	APRIL 2025	11.04.2025
ENERGY, SUSTAINABILITY & VENTILATION STATEMENT	APRIL 2025	11.04.2025
OVERHEATING ASSESSMENT	TM59 - SEPTEMBER 2024	11.04.2025
FRA & DRAINAGE STRATEGY REPORT	1chbuz/2404069 FINAL B	11.04.2025
PRELIMINARY GROUND CONTAMINATION RISK ASSESSMENT REPORT	R16207 ISSUE 3	11.04.2025
SURFACE WATER FLOOD RISK MAP	2404069-9004 P01	16.04.2025
SEQUENTIAL TEST ASSESSMENT		16.04.2025
SEQUENTIAL SITE AVAILABILITY REPORT - OAKLEY		16.04.2025
STRUCTURAL CONDITION REVIEW		11.04.2025
TRANSPORT STATEMENT	chwor2/2404051 REV A	11.04.2025
ECE email re sequential tests		06.05.2025
RESPONSE TO WSCC	chwor2/2404051/PB	06.02.2025

Reference/Drawing Number	Version	Date Rec
OVERVIEW PLAN	2404051-02A	05.02.2025
PROPOSED HIGHWAY IMPROVEMENTS	2404051-03A	05.02.2025
PROPOSED HIGHWAY IMPROVEMENTS	2404051-05	05.02.2025
PROPOSED GROUND & FIRST FLOOR PLANS IN CONTEXT & BLOCK PLAN	2227-PA-010E	09.06.2025
PROPOSED GROUND, FIRST & SECOND FLOOR PLANS	2227-PA-011D	09.06.2025
PROPOSED THIRD, FOURTH & FIFTH FLOOR & ROOF PLANS	2227-PA-012D	09.06.2025
PRELIMINARY DESIGN & ACCESS STATEMENT	2227 REV A	09.06.2025
EXISTING PLANS	2227-EX-001	22.10.2024
EXISTING SITE LOCATION PLAN & ELEVATIONS	2227-EX-002	22.10.2024
ECOLOGICAL TECHNICAL NOTE	CSA/7075/01	22.10.2024
BNG EXEMPTION STATEMENT	CSA/7075/03	22.10.2024
VIABILITY SUMMARY	PARTS 1 - 3	22.10.2024
PLANNING, AFFORDABLE HOUSING ECONOMIC DEVELOPMENT STATEMENT	P2127 PL3	22.10.2024
PLANNING NOISE ASSESSMENT	J3838 ISSUE 1	22.10.2024
EXISTING TOPOGRAPHICAL SURVEY	24025-02-T-E	22.10.2024
STATEMENT OF SIGNIFICANCE	PN4227/SoS/1	22.10.2024
HERITAGE STATEMENT	PN4227/HS/1	22.10.2024
STATEMENT OF SIGNIFICANCE	Appendix 1	22.10.2024
HERITAGE STATEMENT	Appendix 1	22.10.2024
TRAVEL PLAN	chwor2/2404051	22.10.2024

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

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

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

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

- the method of demolition
- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors, o the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.

Reason: *In the interests of highway safety and the amenities of the area.*

04. Surface water drainage construction

Prior to the commencement of development except for demolition, construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted and agreed in writing by the Local Planning Authority. The scheme shall then be constructed as per the agreed drawings, method statement, FRA dated 30th August 2024 and remain in perpetuity for the lifetime of the development. No alteration to the agreed drainage scheme shall occur without prior written approval from the Local Planning Authority.

Reason: *To ensure that the development achieves a high standard of sustainability and to comply with NPPF and policy DM20 in Worthing Local Plan (2023).*

05. Air quality measures

Prior to commencement of development, full details of the air quality mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall be equal to the value of £4,663. The development shall be implemented in full accordance with the details thereby approved. A verification report shall be submitted to and approved in writing by the Local Planning Authority on completion of the development to demonstrate and confirm that the air quality mitigation measures thereby approved have been implemented and have achieved mitigation equal to the value identified and in the event that the implemented measures do not equate to a value of £4,663, shall provide further measures to do so and shall implement these following the prior written approval of the Local Planning Authority.

Reason: *To minimise emissions and impact on air quality in accordance with policy DM22 of the Worthing Local Plan and the National Planning Policy Framework 2024.*

06. Record survey

Prior to demolition, a visual heritage record of the building shall be carried out and submitted to the Local Planning Authority for approval in writing. The Record survey shall be carried out to Historic England Level 3 standard. As part of the survey the Local Planning Authority shall be given the opportunity to inspect the building to assess whether any elements of the interior can be salvaged. Any items that can be salvaged shall be safely removed and made available to the Council, and Worthing Museum, or reused on site in accordance with details which shall first be approved in writing by the Local Planning Authority.

Reason: *To retain a record of the building in accordance with policy DM24 of the Worthing Local Plan (2023).*

07. Material details

Prior to commencement of any works above slab level, the following shall be submitted to and approved in writing by the Local Planning Authority:
i) details and samples of all materials to be used on all external faces of the buildings hereby approved, including windows, doors, roofs, balconies and balustrades, boundary treatments, colours and finishes,
ii) large scale drawings (typically 1:20 scale) and cross sections where necessary of details including windows and doors, balconies and balustrades / rails, roof intersections, soffits and eaves, rainwater goods and decorative brickwork and features.

Development shall be carried out only in accordance with the details thereby approved and retained as such for the lifetime of the development.

Reason: *In the interests of visual amenity, to ensure a high quality appearance and character of development in accordance with policies DM5 & DM24 of the Worthing Local Plan 2023 and the NPPF 2024.*

08. Sustainable drainage management

The development hereby approved shall not be first occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

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

The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity.

Reason: *To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with policy DM20 in Worthing Local Plan (2023).*

09. Rainwater harvesting

Prior to the commencement of development, details of the rainwater harvesting system including measures to prevent contamination of the water supply and any discharge to public sewers shall be submitted to and approved by the Local Planning Authority. Prior to occupation of the development, maintenance responsibilities and regimes for the rainwater harvesting system shall be submitted to and approved by the Local Planning Authority in consultation with Southern Water. The details thus approved shall be installed in full and retained and maintained for the lifetime of the development.

Reason: *To protect against flooding in accordance with policy DM20 in Worthing Local Plan (2023).*

10. Noise assessment

Prior to above ground works, a further noise assessment of the Co-op refrigeration plant shall be undertaken and the results submitted to the local planning authority for approval in writing. The assessment shall have regard to the principles of BS 4142:2014+A1:2019 and BS8233:2014. Following approval of the noise assessment, a scheme for noise mitigation measures deemed necessary to protect against noise shall be submitted to and approved in writing by the Local Planning Authority prior to above ground works. Once approved the mitigation measures shall be implemented in full and retained as such for the lifetime of the development.

Reason: *To protect residents from noise nuisance in accordance with policies DM22 of the Worthing Local Plan (2023).*

11. Sound insulation

Prior to commencement of any works, other than demolition, details of:

i) construction and insulation to minimise risk of noise and vibration between floors, walls and adjoining spaces within the development with particular attention paid to the separation between residential and commercial spaces and between residential and bin and bike stores; and
ii) any acoustic glazing and ventilation (based upon an overheating assessment), shall be submitted to and approved in writing by the Local Planning Authority and shall be implemented and permanently retained.

Reason: *To safeguard neighbouring amenities in accordance with policies DM5 and DM22 of the Worthing Local Plan 2023.*

12. Revised sightlines document

Prior to above ground works, a revised sightlines document setting out the views from all bedrooms, living rooms and balconies shall be submitted to and approved by the Local Planning Authority. The document shall identify all surrounding residential windows and shall be used to inform additional obscure glazing required within the approved units (noting that the approved elevations show the minimum number of windows and balcony screens that will be obscure glazed). The document shall include plans to show which windows shall be obscure glazed (of at least Level 3 obscuration) in full or in part and whether these are un-openable in part or in full. Prior to occupation all obscure glazing shall be installed and shall be retained with this obscure glazing for the lifetime of the development.

Reason: *In the interests of residential amenity in accordance with policy DM2 of the Worthing Local Plan (2023).*

13. Cycle parking

Prior to above ground works, plans, sections and details of covered and secure cycle parking spaces (to include gas assistance to upper racks) shall be provided and approved by the Local Planning Authority. Once approved the spaces shall be installed in full prior to occupation and retained for the lifetime of the development.

Reason: *To provide alternative travel options to the use of the car in accordance with policy DM20 of the Worthing Local Plan (2023).*

14. Refuse storage and collection

Prior to above ground works, full details of the refuse and recycling stores and a collection strategy shall be submitted to and approved in writing by the Local Planning Authority. Once approved the stores and strategy shall be implemented in full and then kept permanently available and maintained for these purposes.

Reason: *In the interests of amenity in accordance with policy DM5 of the Worthing Local Plan 2023.*

15. Photovoltaic panels and energy statement

Prior to above ground works, a specification for the proposed solar PV array and an energy statement demonstrating that at least 10% of the predicted total energy requirements of the proposed development (after CO2 reductions from energy efficiency measures) will be met by renewable and low carbon energy production equipment shall be submitted to and approved in writing by the Local Planning Authority. The details shall include site sections to demonstrate that the PV panels are hidden from view as far as possible. Thereafter the agreed specification and renewable and low carbon energy production equipment shall be implemented prior to first occupation of the development and retained for the lifetime of the development.

Reason: *To maximise and promote renewable and low carbon energy development and in the interests of protecting the conservation area in accordance with policies DM17 and DM24 of the Worthing Local Plan (2023).*

16. SuDS verification

Upon completion of the surface water drainage system, including any SuDS features, and prior to the first occupation of the development; a survey and report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 4. Where necessary, details of corrective works to be carried out along with a timetable for their completion, shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

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

17. Test confirming sound insulation has been installed.

Prior to occupation and after installation and completion of the sound insulation scheme required under condition 11, a test shall be undertaken to demonstrate that the attenuation measures proposed in the scheme are effective and protect the residential units from noise. In the event that the measures are not sufficiently effective, further sound attenuation shall be undertaken in accordance with details which shall be first submitted to and approved in writing by the Local Planning Authority. In the event this is the case these details shall be installed in full prior to occupation and retained for the lifetime of the development.

Reason: *To safeguard the amenities of neighbouring and proposed residential occupiers and to comply with policies DM5 and DM22 of the Worthing Local Plan (2023).*

18. Hard and soft landscaping

Prior to above ground development, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species. The approved details of landscaping shall be completed prior to occupation of the building(s) and retained for the lifetime of the development.

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

19. Car park management plan

Prior to above ground development, a car park management plan which shall include the allocation of spaces to units, marking out of accessible spaces and electric vehicle chargers, shall be submitted to and approved in writing by the Local Planning Authority. The units shall not be occupied until the parking and associated turning space serving them have been provided and shall thereafter be permanently retained for their identified purposes.

Reason: *To ensure the car park is adequately managed and to provide for electric vehicle charging in accordance with policy DM15 of the Worthing Local Plan (2023).*

20. External antenna

Prior to the occupation of the development, details of any external aerial/antenna and / or satellite dish (if any) for that building, shall first be submitted to and approved by the Local Planning Authority. Thereafter no other external aerial/antenna or satellite dish shall be installed on any building in areas which are visible from outside the site.

Reason: *To avoid multiple aerial / antenna and / or satellite dishes, in order to safeguard the appearance of the development in accordance with policies DM5 and DM24 of the Worthing Local Plan (2023).*

21. EPC rating and SAP calculations

Prior to first occupation of the development the following shall be submitted to and approved in writing by the Local Planning Authority:
i) a build stage SAP calculation report demonstrating that the thermal performance levels of the proposed dwellings shall meet or exceed the requirements under Part L of the Building Regulations (2021)
ii) evidence that the dwelling has achieved a minimum B rating Energy Performance Certificate (EPC)

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

22. Obscure glazing

Prior to occupation of any unit, the obscure glazing and balcony screens shown on the approved elevations shall be installed in full, including any additional obscure glazing or screens approved pursuant to the Revised Sightlines Document under condition 12 above. Obscure glazing and screens shall be a minimum of Level 3 obscuration and each window shown as obscure glazed shall be permanently non-openable below 1.7m above finished floor level. The balcony screens and obscure glazing shall be permanently retained and maintained in accordance with the details thereby approved.

Reason: *To safeguard neighbouring amenities and privacy in accordance with policy DM5 of the Worthing Local Plan 2023.*

23. Green infrastructure delivery

Prior to occupation, full details of the green infrastructure to be incorporated on site to achieve environmental net gain shall be submitted and approved in writing by the Local Planning Authority. The details shall include how the development meets the requirements of policy DM19. Once approved the details shall be installed in full and retained for the lifetime of the development.

Reason: *To provide green infrastructure and biodiversity on site in accordance with policy DM19 of the Local Plan (2023).*

24. Water certification

Prior to occupation, written confirmation, including independent professional verification, shall be submitted to and approved in writing by the Local Planning Authority, confirming the installation of water goods and fixtures achieves a target of <105L/Person usage/day. The verification document shall include proposed and timetabled remedial measures if these targets have not been met and, the remedial measures thereby approved shall be implemented in accordance with that timetable.

Reason: *To ensure efficient and renewable energy provision and sustainable construction in accordance with policy DM21 of the Worthing Local Plan (2023).*

25. Highways improvements

No part of the development shall be first occupied until such time as the footway/kerb reinstatement on Rowlands Road and off-site highway improvements (uncontrolled crossings) serving the development has been constructed in accordance with the details shown on the drawing titled Proposed Highway Improvements Rowlands Road (2404051-05) and Overview Plan (2404051-02 A).

Reason: *In the interests of road safety in accordance with policy DM15 of the Worthing Local Plan (2023).*

26. BREEAM certification Compliance

The development hereby permitted shall not be occupied unless and until a BREEAM Design State Certificate and a BRE-issued Post-Construction Review Certificate confirming that the development has achieved a BREEAM rating of 'Very Good' has been submitted to the Local Planning Authority.

Reason: *To ensure that the development is sustainable and makes efficient use of energy, water and materials having regard to the National Planning Policy Framework and policy DM17 of the Worthing Local Plan.*

27. Foul sewerage disposal

Construction of the development shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to, and approved in writing by the Local Planning Authority in consultation with Southern Water. The proposed drainage system shall be designed and constructed to prevent the ingress of flood water into the sewerage network. Once approved the details shall be installed in full and maintained and retained for the lifetime of the development.

Reason: *To protect the network from flooding in accordance with policy DM20 of the Worthing Local Plan (2023).*

28. Flood risk assessment

All development shall be constructed in accordance with the submitted and approved Flood Risk Assessment (dated 30th August 2024), this includes all new residential dwellings to have a finished floor level raised a minimum of 150 mm above the surrounding proposed ground level unless otherwise first approved in writing by the Local Planning Authority.

Reason: *To ensure the flood risk is adequately addressed and not increased in accordance with NPPF and DM20 in Worthing Local Plan.*

29. Hours of works

No construction work relating to the development, or operational or construction vehicles, shall be undertaken or operated on the site except between the hours of: 08.00 and 18.00 on Mondays to Friday and between the hours of 09.00 and 13.00 on Saturday and not at any time on Sundays or Public Holidays.

Reason: *In the interests of neighbouring amenity in accordance with policy DM5 of the Worthing Local Plan 2023.*

30. Permitted use classes

The ground floor units shall be used only for Use Class E (a to c, e to f only), bingo hall (Sui Generis) or Use Class F1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to that class in any Statutory Instrument revoking and re-enacting that Order with or without modification). None of these ground floor units shall be converted to residential use, notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 2015, (or any Order revoking or re-enacting that Order).

Reason: *In the interests of amenity and vitality having regard to policy DM5 of the Worthing Local Plan.*

31. Air source heat pumps

Prior to above ground works, details of the proposed Air Source Heat Pumps shall be submitted to the Local Planning Authority for approval. This shall show that the installation of the heat pumps complies with the Chartered Institute of Environmental Health and Institute of Acoustic's guidance: 'Heat Pumps, Professional Advice note.' The report shall outline that the rating level from the ASHP shall not exceed 35dBLAeq15min at any noise sensitive façade of a neighbouring residential premises. If it is not practical to achieve this value and the local context supports a relaxation, then a report providing a full justification as to why such a relaxation in rating level is required, shall be submitted in writing to the Local Authority for approval. Only where such justification has been agreed in writing by the Local Planning Authority shall the rating level from the ASHP exceed 35dBLAeq15min at any noise sensitive facade of a neighbouring residential property.

Reason: *To safeguard residential amenity in accordance with policy DM5 of the Worthing Local Plan.*

32. Removal of PD rights for houses

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England) Order 2015 as amended (or any Order revoking and re-enacting that Order with or without modification), the terrace of six houses shall not be extended or altered externally in any way (including the insertion of any additional window or other such opening be inserted at first floor level or above in the east (rear) elevation), nor shall any incidental building erected.

Reason: *In the interests of amenity and the environment and to comply with policies DM2 and DM5 of the Worthing Local Plan (2023).*

33. Obscure glazing in Type 2 building

The first floor stairwell window on the east elevation of Type 2 building shall be permanently glazed with obscure glazing (which shall not be less than Level 3), and fixed and un-openable up to 1.7m above finished floor level.

Reason: *To safeguard the privacy of neighbours in accordance with policies DM2 and DM5 of the Worthing Local Plan 2023.*

34. M4(2): Accessible and adaptable dwellings

All flats within the development hereby approved shall be completed in compliance with Building Regulations Approved Document Part M4 (2) 'Accessible and adaptable dwellings' (or any subsequent replacement) prior to first occupation and shall be retained as such thereafter.

Reason: *To ensure that the development is adequately accessible for future occupiers in accordance with policy DM1 of the Worthing Local Plan 2023.*

35. Reconstructed facade to be provided

The facade facing Rowlands Road shall be fully completed in full accordance with the approved plans prior to the occupation of any unit on the site.

Reason: *To ensure the facade is reconstructed as a benefit of the scheme in accordance with policies DM5 and DM24 of the Worthing Local Plan (2023).*

36. Pre demolition commitment to redevelopment

Demolition works shall not be commenced before a contract for the carrying out of the redevelopment works, the subject of this permission, has been entered into and a timetable for redevelopment has been submitted to and approved in writing by the Local Planning Authority. Following demolition, unless otherwise agreed in writing by the Local Planning Authority, construction works shall proceed in broad accordance with the submitted development timetable.

Reason: *To safeguard the appearance and amenities of the site and its surroundings, including the conservation area, including minimising the period between demolition and redevelopment of the site in accordance with policies DM5 and DM24 of the Worthing Local Plan (2023).*

37. Tree protection

No development, including site works of any description, shall take place on the site unless and until the existing trees on the site have been protected in accordance with an arboricultural method statement and tree protection plan (to include protection measures during and after construction and any construction exclusion zones) in accordance with BS5837:2005 which shall have been submitted to and approved in writing by the local planning authority and shall include any proposal for pruning or other preventative works. Within the areas so protected the existing ground level shall be neither raised nor lowered and no materials, temporary buildings, plant, machinery or surplus soil shall be placed or stored thereon or bonfires take place without the prior written approval of the Local Planning Authority.

Reason: *To protect the trees from damage and to comply with policy 19 of the Worthing Local Plan 2023.*

38. Community marketing strategy

i) Prior to first occupation of the community / commercial spaces, a marketing strategy shall be submitted to and approved in writing by the Local Planning Authority which shall include the marketing of the space for a period of not less than six months (which shall include a period of at least 3 months following the substantial completion of the space), for the following uses under the specified Classes of the Schedule to the Town and Country Planning (Use Classes) Order 1987, (or in any provision equivalent to that class in any Statutory Instrument revoking and re-enacting that Order with or without modification) or bingo hall (Sui Generis).

Class F1: Learning and non-residential institutions
Class F2 (b): Halls or meeting places for the principal use of the local community
Class E (e & f): medical or health services crèche, day nursery or day centre
Once the strategy is approved the development shall be marketed in complete accordance with the details thus approved.

ii) Following the completion of the period of marketing, either the space shall be used for a use within the Classes in i) above or as a bingo hall or otherwise the applicant shall submit to the Local Planning Authority the results of the marketing of the space to demonstrate that no user has been found, following full execution of the marketing strategy. The space may then also be used for other purposes within Class E a-c following the written agreement of the Local Planning Authority.

Reason: *To support the provision of a community use in the development hereby approved in part replacement for the existing use of the site, in accordance with Policy DM8 of the Worthing Local Plan 2023.*

39. Demolition - bird nesting season

No demolition shall be undertaken outside the bird nesting season from 1st March to 30th August of any year, unless the site has been checked for birds by a qualified ecologist with the results to be submitted to and approved in writing by the Local Planning Authority.

Reason: *To protect wildlife in accordance with policy DM18 of the Worthing Local Plan (2023).*

40. Bird and bat boxes

Bat and bird boxes, as specified within the approved Ecological Technical Note shall be installed in full prior to first occupation of any dwelling hereby permitted. The boxes shall be installed in accordance with manufacturer's instructions and thereafter be maintained as such for the lifetime of the development.

04. You are advised to ensure that the development works accord with the Party Wall Act 1996, which set out responsibilities for the undertaking of works at or close to the party wall of any neighbouring owner, including Worthing Bridge Club. Further information can be found at:

https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance

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

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

06. All Planning Applications for both domestic and non-domestic premises that have been granted approval for new development or conversions will require a new, or amended property address for the proposed development. Developers will be required to submit a Street Naming and Numbering Application to the Street Naming and Numbering Department upon commencement of works to enable the new development to be officially addressed in compliance with the British Standard of Addressing; known as BS7666. Developers are invited to complete their Street Naming and Numbering Application via the following link to the councils' website: www.adur-worthing.gov.uk/naming-and-numbering Information and guidance regarding the Fees for the service provided are also available at this location. Alternatively, please do not hesitate to contact the Street Naming and Numbering Department via the following methods should you have any queries; Street Naming and Numbering, Adur & Worthing Councils, Portland House, 44 Richmond Road, Worthing BN11 1HS. Telephone Number: 01903 221479. Email: llpg@adur-worthing.gov.uk

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

08. The owner(s) of any commercial property (warehouses, offices, etc.) built before 2000 are legally obliged to hold a copy of an asbestos register for each property. As this is being redeveloped to residential, the Council need to be satisfied that if any asbestos is present, it is either removed or suitably managed to minimise risk to human health as there is no safe threshold for asbestos exposure. A copy of the asbestos register - and any remedial strategy where appropriate - should be provided prior to works commencing.

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Ref: AWDM/1331/24

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

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

Appeals to the Secretary of State

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

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

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

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

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

Purchase Notices

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

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

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

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

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

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

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ANNEX C

SECTION 106 AGREEMENT PERFORMANCE NOTICE

Form of Notice

SECTION 106 AGREEMENT PERFORMANCE NOTICE

To:

From:

Date of Notice:

Planning Application Reference: AWDM/1331/24

RE: Land at The Plaza, Rowlands Road, Worthing, BN11 3JS

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

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

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

Authorised Officer

[redacted]

10829

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

Authorised Signatory

[redacted]

34245/6/7/8/2025

EXECUTED as a DEED BY **CAYUGA 019 LLP**)
Acting by one Designated Member)
in the presence of a witness)

[redacted]
Tim HARROWS.
Designated Member Signature

Witness Name: MATTHEW SOUBRY HEAD
Witness Signature: [redacted]
Witness Address: 93 TIVOLI CRESCENT NORTH, BRIGHTON, E. SUSSEX, BN1 5NA

EXECUTED as a DEED on behalf of **UNITED TRUST BANK LIMITED** by

[redacted]

(signature 1) EK (signature 2)

ROBERT WILLIS Peter TAMASIOS

(print name) ALEX TYRWHITT (print name)

in exercise of the powers
conferred on them by a Power of
Attorney dated 1 September 2025

in the presence of:-

[redacted] [redacted]

Attestation of signature 1 Attestation of signature 2

Witness
Name: Ajsela Celo
Address:

Witness
Name: Charlie Green
Address

UNITED TRUST BANK

United Trust Bank Ltd
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London
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