STATUTORY DECLARATION

RELATING TO LAND AT FORMER GAS WORKS SITE, PARK ROAD, WORTHING, WEST SUSSEX

I, Mark David Hobden, of Berkeley Homes (Southern) Limited of Berkeley House, Bay Tree Avenue, Leatherhead, KT22 7UE solemnly and sincerely declare as follows:

1. My date of birth is 18th May 1989.

2. I have been a Senior Development Manager at Berkeley Homes (Southern) Limited since July 2021. The Berkeley Group is a property developer and housebuilder and its subsidiary company Berkeley Homes (Southern) Limited is developing the above site.

3. I make this statutory declaration based on facts within my own knowledge except where otherwise stated.

4. This statutory declaration relates to Land at Former Gas Works Site, Park Road, Worthing, West Sussex (the "**Site**"), shown edged in red on the plan exhibited at **MH1**.

PLANNING BACKGROUND

5. Planning permission AWDM/0083/24 (the **"s.73 Permission"**) was granted on 11 June 2024 by Worthing Borough Council (the **"Council"**). The s.73 Permission varies conditions relating to planning permission AWDM/1459/21 granted on 4 October 2022 which granted consent for the demolition of existing structures, partial removal of boundary walls and the construction of 209 residential apartments spread across 5 blocks ranging in height from 3-7 storeys, associated access, parking, open space and landscaping (the "**Original Permission**").

6. Both the Original Permission and the s.73 Permission relate to the Site.

7. The s.73 Permission was granted subject to a condition requiring the development to be begun before the expiration of 3 years from the date of the Original Permission i.e. 4 October 2025.

8. The s.73 Permission does not contain any pre-commencement conditions, although there are several conditions that prevent the development progressing past a certain point until further details have been approved by the Council.

9. I make this statement in the context of an application to the Council for a Lawful Development Certificate under section 192 of the Town and Country Planning Act 1990 to confirm that works to implement the s.73 Permission were undertaken prior to 4 October 2025.

10. I have been asked to confirm the facts which I am aware of from my knowledge of the Site, having been the development manager responsible for overseeing the implementation works on the Site.

WORKS ON SITE

11. Berkeley Homes (Southern) Limited has been involved with the project at this Site for over two years. I have been familiar with the Site throughout that time and have been closely monitoring the recent works and visit the Site regularly in my capacity as the development manager.

12. Berkeley Homes (Southern) Limited instructed R Collard Limited, which is a demolition, waste management and remediation company, on 23rd May 2024 to commence demolition works and a copy of the instruction is exhibited at **MH2**.

13. I confirm that the demolition and site clearance works commenced on Site on Monday 17 June 2024 and that the following works took place between this date and May 2025:

    - site clearance works including lifting and crushing existing concrete slabs for use as granular fill material;
    - general site clearance;
    - demolition of all existing structures;
    - installation of cellular drainage crates and drainage infrastructure;
    - installation of services;
    - demolition and construction of boundary walls;
    - construction of an electricity substation building;
    - construction of a haul road;
    - construction of vehicular accesses and footpaths on Park Road and Lyndhurst Road; and
    - associated enabling works

14. The above works are authorised by the s.73 Permission. I visited the Site on a regular basis between the above dates and took a number of photographs of the works during this period. I now produce photographs taken at Exhibit **MH3**, which I confirm are the works at the Site detailed above undertaken between June 2024 and May 2025.

And I make this solemn declaration conscientiously believing the same to be true by virtue of the Statutory Declarations Act 1835.

Declared by the Said Mark David Hobden.

At: 6 Lower Grosvenor Place, London, SW1W 0EN

On: 12 August 2025

Signed: [redacted]

Before me:

[redacted]

Tracy Lau - Notary Public
NOTARY.CO.UK
6 Lower Grosvenor Place,
London, SW1W 0EN
Tel: 020 7630 1777
Email: tracy@notary.co.uk

CERTIFICATE NO: V71849

EXHIBIT MH1: SITE PLAN

CDM 2015 Health & Safety Information:

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.



N

Development Boundary

Client's Name	Drawing Title	Drawn	Checked	Date
Berkeley	Location Plan	NY	CJC	08.12.23
Job Title	Scale	Job No	Drawing No	Rev
Worthing Gasworks	1:1250 @ A3	7392	PL-01	A
		Status		
		PLANNING		

Rev	Date	Revision Details	Dr	Ch
A	08.12.23	Preliminary issue	NY	CJC

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Bristol:
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© ECE Architecture Limited. No dimensions to be scaled from drawing except for the purposes of Planning Applications. The contractor should check all dimensions on site. It is the contractors responsibility to ensure compliance with Building Regulations.

EXHIBIT MH2: APPOINTMENT AND INSTRUCTION OF R COLLARD LIMITED

Project Specific Instruction (PSI)

Berkeley
Designed for life

Date: 23rd May 2024

To: R Collard Limited

Address: Eversley Haulage Park Brickhouse Hill, Eversley, Hook, Hampshire, United Kingdom, RG27 0PZ

Agreement Reference No: [redacted]

PSI Reference No: [redacted]

Dear Sirs

PSI for works at a site/property known as Worthing Gas Works (the Property)

Further to receipt of your tender submission in response to an enquiry dated 26th January 2024 (the **Enquiry**) and subsequent discussion and agreement, please accept this on behalf of the Employer (defined below) as the Employer's PSI pursuant to The Berkeley Group plc Standard Call-Off Contract Agreement Reference No [redacted] (the **Agreement**) in respect of the Works (defined below) to be provided at the Property.

The Employer confirms the following:

1.1 save as is expressly set out in this PSI to the contrary or by way of an amendment to the terms and conditions of the Agreement, this PSI incorporates and is subject to the terms of the Agreement, which Agreement shall remain in full force and effect during the course of the Project and, unless stated to the contrary, words and expressions used in this PSI shall have the same meanings attributed to them in the Agreement;

1.2 the **Employer** for the purposes of this PSI and the Contract means together St William Homes LLP (Company number: OC396332), Berkeley Homes (Southern) Limited (company number: 01454061) and Berkeley Homes plc (company number: 04088248) all of whose registered office addresses are situated at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG;

2 the **Project** comprises: The demolition of existing structures, partial removal of boundary walls and the construction of 228 residential apartments spread across 5 blocks with associated access, parking, utilities, drainage, open space and landscaping at Land at Former Gasworks Site, Park Road, Worthing, West Sussex as detailed in the supporting documents;

3 the **Project Team** involved/to be involved as at the date of this PSI at the Property/for the Project are:

Berkeley Homes (Southern) Limited of 19 Portsmouth Road, Cobham, Surrey, KT11 1JG – the Employer's Project Manager;

Berkeley Homes (Southern) Limited of 19 Portsmouth Road, Cobham, Surrey, KT11 1JG – Principal Designer;

Brookes Architects Limited of Ground Floor, 31 Kentish Town Road, London, United Kingdom, NW1 8NL – Architect;

Heyne Tillett Steel of 16 Chart Street, London, England, N1 6DD – Structural Engineer;

Ashstone MEP Limited of Trade Fair House 2 West Court, Enterprise Road, Maidstone, Kent, England, ME15 6JD – Mechanical and Electrical Engineer;

Berkeley Homes (Southern) Limited of 19 Portsmouth Road, Cobham, Surrey, KT11 1JG - the Employer's EDMS Administrators;

Ramboll Uk Limited of 240 Blackfriars Road, London, SE1 8NW – Remediation Consultant,

and/or in each case such other alternative, additional and/or substitutes as the Employer may appoint in respect of the Project or any part or parts thereof from time to time;

4.1 the **Works** comprise the design, construction and completion of Demolition Works as more particularly detailed in the Employer's Requirements;

4.2 the Works will not be subject to sectional completion;

4.3 not used;

5 the **Contract Sum** will be [redacted]

6 the Employer encloses **supporting documentation** in respect of this PSI:

[redacted]

receipt of which the Contractor hereby acknowledges;

7 **for the purposes of this PSI the following amendments shall be deemed to have been made to the Agreement:**

7.1 **Clause 1.1**

7.1.1 a new definition of **Deed of Novation** shall be added as follows:

"**Deed of Novation** means such form of deed of novation as the Employer may reasonably require;"

7.1.2 a new definition of **Key Interested Parties** shall be added as follows:

"**Key Interested Parties** means:

a The Berkeley Group plc (company no: 1454064) whose registered office address is situated at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG; and

b Berkeley Twenty-Three Limited (company no: 04014991) whose registered office is situated at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG; and

c Berkeley Two Hundred and Eight Limited (company no: 09876181) whose registered office is situated at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG;"

7.1.3 the definition of **Third Party** shall be replaced with:

"**Third Party** means any of the Key Interested Parties and any party that has/will have an interest in and/or has acquired/will acquire an interest in and/or who has provided finance and/or refinance and/or will be providing finance and/or refinance in connection with the property and/or any part or parts thereof comprising the Project or any part or parts thereof, the works comprising the Project and/or the Site and/or in each case any part or parts thereof;"

7.2

7.2.1 [redacted]

7.3 **Clause 10**

7.3.1 The heading of clause 10 shall be deleted and replaced with the following:

"**Assignment, sub-letting and novation**"

7.3.2 A new sub-clause 10.4 shall be added as follows:

"10.4 The Contractor hereby agrees that upon request by the Employer this PSI may be novated to another Group Company. In the event of such a request, the Contractor shall within five days of the request, at its own cost, enter into a Deed of Novation and deliver the same duly executed to the Employer. In the

event of contravention of this clause 10.4, the Employer's obligation to pay and the Contractor's right to be paid any monies pursuant to the terms of this PSI shall, as confirmed in clause 9.5.5b, only be effective once the Contractor's obligations in this clause 10.4 have been satisfied."

7.4 **Guarantees, Warranties and Third Party Rights**

Clause 11.8 shall be deleted and replaced with the following:

"11.8 It is hereby acknowledged and agreed by the Contractor that:

11.8.1 the Employer or the Employer's solicitors on behalf of the Employer shall, at any time, be entitled to issue a Nominating Notice to the Contractor conferring the benefit of the Third Party Rights on a Third Party with effect from the date of the relevant Nominating Notice; and

11.8.2 without prejudice to the provisions of Clause 11.8.1, the Employer hereby nominates all of the Key Interested Parties to be entitled to enforce the Third Party Rights in accordance with the terms of the applicable Contract with effect from the date of the applicable Contract."

7.5 **Entire agreement**

7.5.1 The existing paragraph comprising Clause 14 shall be prefixed with "14.1".

7.5.2 A new sub-clause 14.2 shall be added as follows:

"14.2 Save as herein before provided, no revision or amendment to a Contract shall be binding unless it is in writing (which for the purposes of this Clause 14.2 shall exclude email) and is signed by:

(a) for the Employer, [redacted]

(b) for the Contractor, a director or principal of the Contractor."

7.6 **Notices and communication**

7.6.1 Clause 19.4b shall be replaced with the following:

"prepaid special/guaranteed delivery shall be deemed to have been given or served on the second Working Day after the date of posting;"

8 **Liquidated and ascertained damages:**

8.1 [redacted]

8.2 not used;

9 the **Commencement Date:**

9.1 is 17th June 2024;

9.2 not used;

10 it is agreed that, for the purposes of the CDM Regulations, the minimum period of time for planning and preparing before the Works start on Site is: two weeks;

11 If following the Commencement Date:

11.1 the Works are not immediately going to be carried out on Site, the provisions of Clause 3.2.2 requiring written notice to start on Site does not apply;

11.2 not used;

12 [redacted]

12.1

12.2 not used;

13 [redacted]

14.1 the **Employer's Project Manager** is as identified in paragraph 3 of this PSI;

14.2 the **Authorised Signatories** (see Clause 4.1.1a) are any one of the following:, [redacted]

14.3 **Notices of Defects** (see Clause 4.1.1b) shall be signed by any one of the Authorised Signatories;

14.4 the **Managing Director** (see Clause 4.1.1c) is: [redacted]

14.5 the **Employer's EDMS Administrators** are as identified in paragraph 3 of this PSI;

and/or in each case for the purposes of paragraphs 14.1 to 14.5 inclusive, such other alternative, additional and/or substitute person(s) as the Employer may notify to the Contractor from time to time;

15 the **CDM Regulations** do apply;

the Contractor is appointed as the Principal Contractor for the purposes of the CDM Regulations;

16.1 the **Principal Contractor** will be: The Contractor,

EXHIBIT MH3: PHOTOGRAPHS OF COMMENCEMENT OF WORKS

Worthing Gasworks
Demolition of existing structures on site

- June to July 2024


23 July 2024 07:33:55
Park Road
Index number: 1074


23 July 2024 07:34:07
Park Road
Index number: 1071
COLLARD


2 Aug 2024 16:42:05
Park Road
Index number: 1122


5 Aug 2024 07:27:39
Lyndhurst Road
Index number: 389


5 Aug 2024 07:27:52
Lyndhurst Road
Index number: 390

Worthing Gasworks Site Remediation

- August to November 2024


21 Aug 2024 13:09:03
Park Road
Index number: 1156


21 Aug 2024 15:13:10
Park Road
Index number: 1163

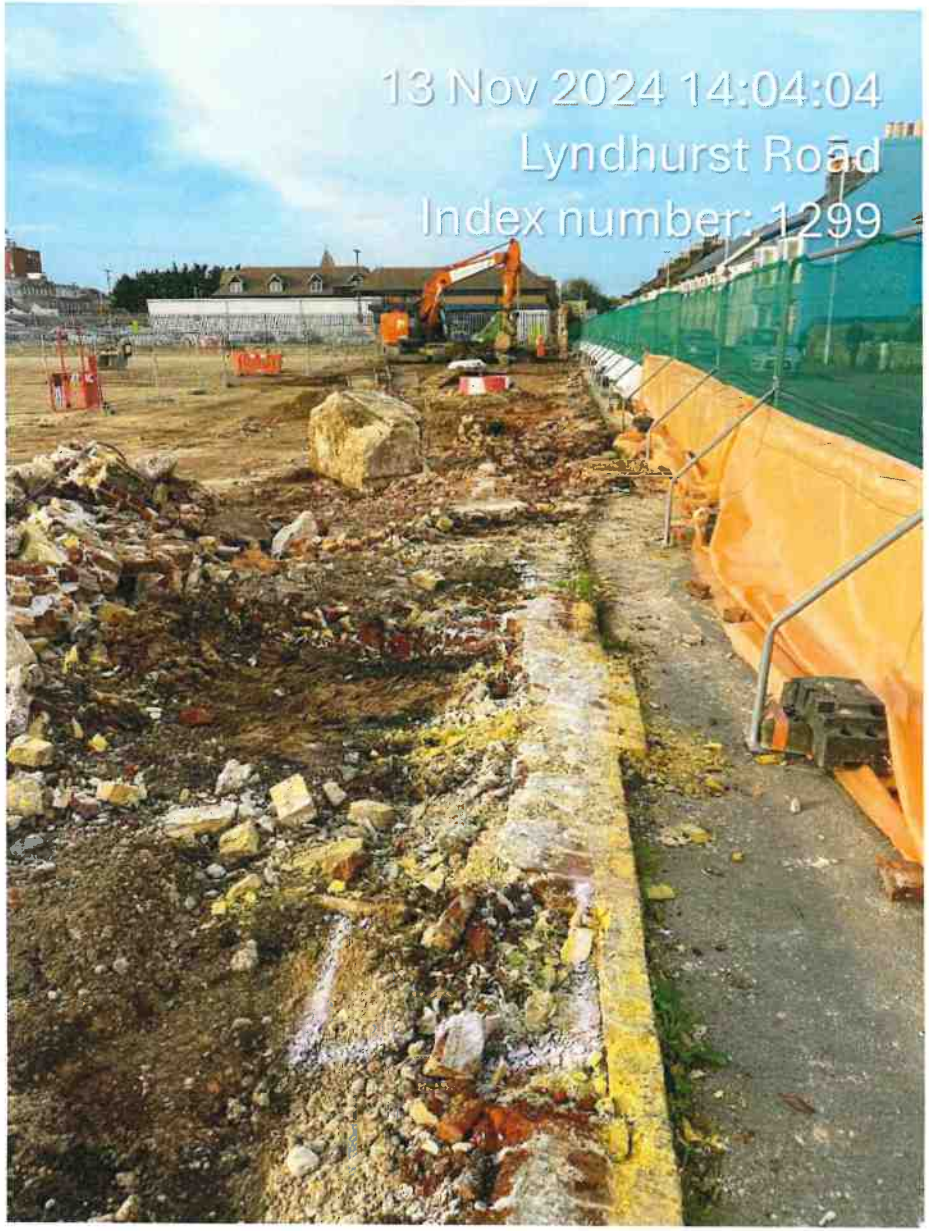

18 Oct 2024 15:34:52
Lyndhurst Road
Index number: 1229
FLANNERY

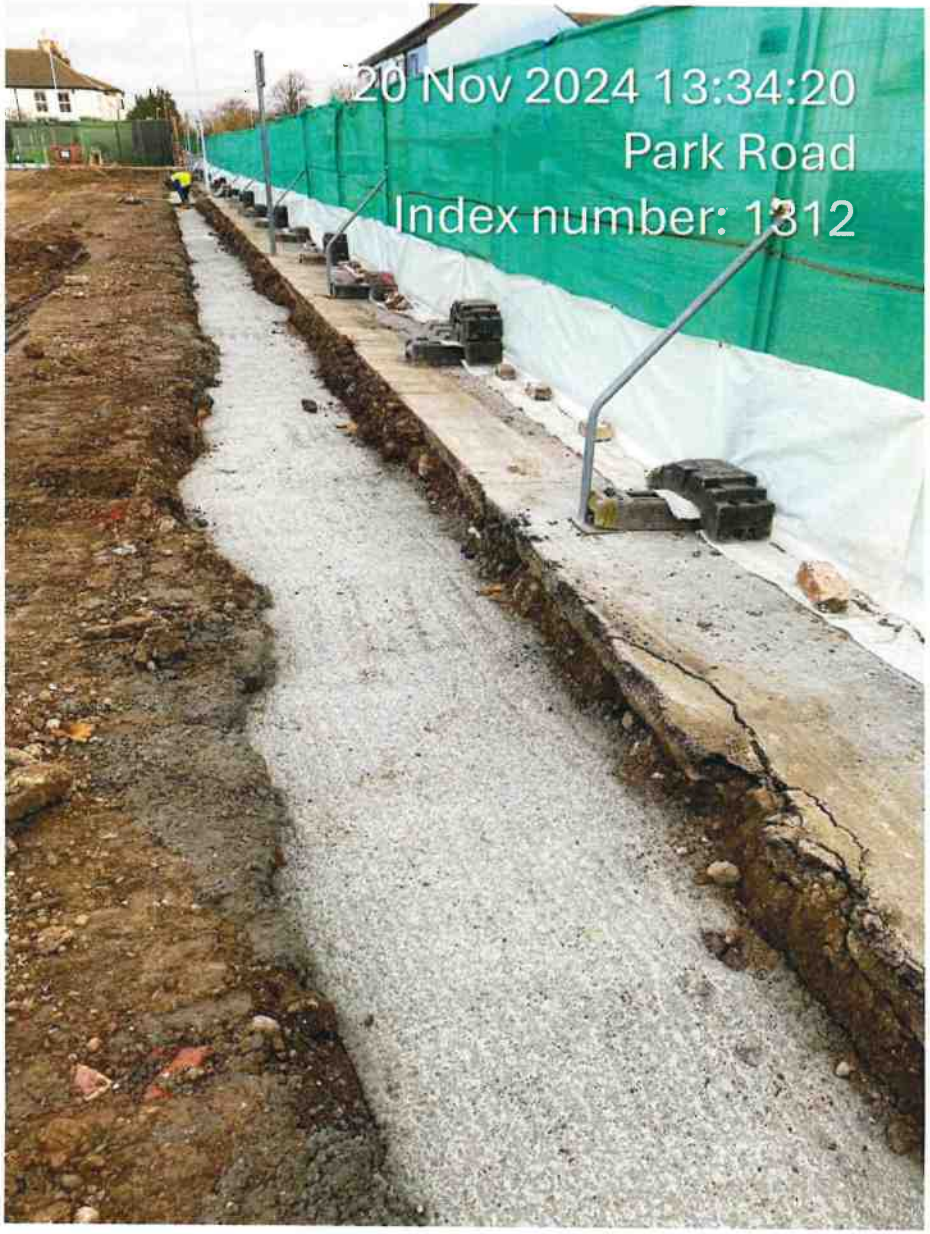

08 Nov 2021 15:13:10
Park Road
Index number: 1263

Worthing Gasworks
Partial demolition and amendments to existing boundary wall

- November 2024


13 Nov 2024 14:03:17
Lyndhurst Road
Index number: 1297

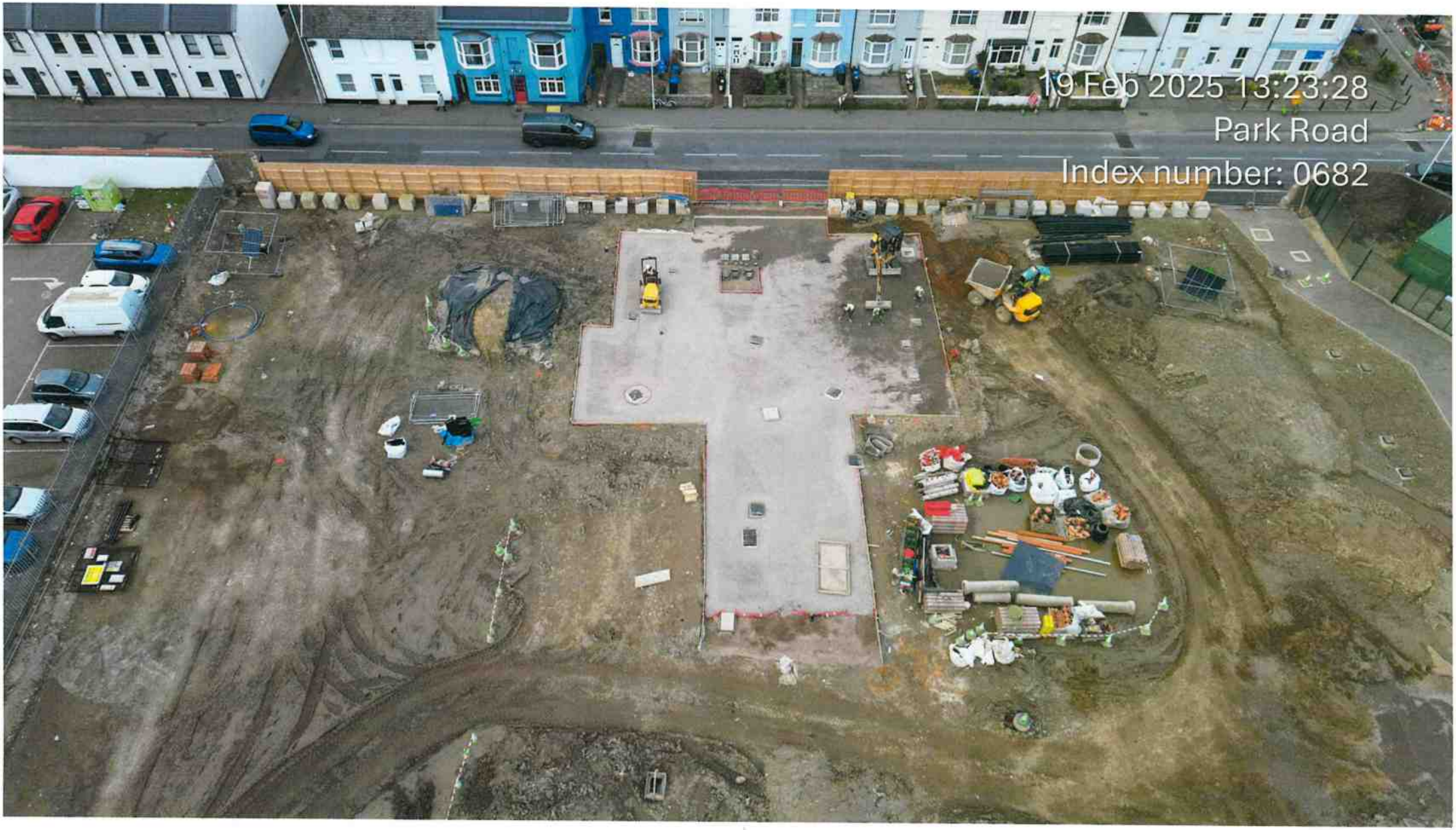

13 Nov 2024 14:04:04
Lyndhurst Road
Index number: 1299


20 Nov 2024 13:34:20
Park Road
Index number: 1312


26 Nov 2024 16:34:20
Park Road
Index number: 1350

Worthing Gasworks
Formation of hardstanding and tarmac areas + s.278 works

- December 2024 to March 2025


19 Feb 2025 13:23:28
Park Road
Index number: 0682


19 Feb 2025 13:25:24
Park Road
Index number: 0695

Worthing Gasworks
Construction of haul road

- March 2025


20 Mar 2025 11:09:00
Lyndhurst Road
Index number: 0141
JCB


20 Mar 2025 11:09:32
Lyndhurst Road
Index number: 0144

Worthing Gasworks
Associated enabling works

- November 2024 to March 2025


15 Jan 2025 08:29:40
Park Road
Index number: 5943


31 Jan 2025 14:45:46
Lyndhurst Road
Index number: 1444


29 Jan 2025 15:28:00
Lyndhurst Road
Index number: 5943
CAUTION
ELECTRIC CABLE BELOW

Worthing Gasworks
Enabling works completed

- May 2025


16 May 2025 13:20:40
Park Road
Index number: 0757