Date: 26 October 2026

Section 106 Unilateral Planning Obligation

Relating to:
1 Rooks Acre Cottages, West Street, Sompting, Lancing West Sussex BN15 0AX

Parties:

1. Myles Michael Smith-Thompson
2. HSBC UK Bank PLC

To: ADUR DISTRICT ~~WORTHING BOROUGH~~ COUNCIL ADC

THIS DEED is dated 26 October 2026

PARTIES:

(1) **Myles Michael Smith-Thompson** of 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX ("the **Owner**")

(2) **HSBC UK Bank PLC** (Company Registration No. 9928412) whose registered office is at 1 Centenary Square, Birmingham B1 1HQ ("the **Mortgagee"**)

to ~~**WORTHING BOROUGH**~~ ADUR DISTRICT ADC **COUNCIL** of the Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("**the Council**").

RECITALS

A The Owner is the registered proprietor under title number WSX233703 of the land at 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX shown for identification purposes only edged red on the Plan ("the Land")

B The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.

C An Application has been made to the Council for planning permission to develop the Land by the Development.

D The Mortgagee has an interest in the Land by virtue of a registered charge dated 1 December 2025 in respect of title number WSX233702

E The Owner and Mortgagee are willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by covenanting to ensure the Games Room forming part of the Development is used solely for purposes ancillary to the Main House only to avoid or mitigate against any adverse effects of the Development.

1 **DEFINITIONS & INTERPRETATION**

1.1 In this Unilateral Planning Obligation:

"the Act" means the Town and Country Planning Act 1990 as amended;

"the Application" means the planning application numbered AWDM/1516/25 made by Mr Myles Smith for planning permission to develop the Land and shall include any amendment or renewal thereof;

"Commencement of the Development" means the carrying out as part of the Development of the first material operation (within the meaning ascribed in section 56 of the Act);

"the Development" means the development of the Land by the removal of the existing outbuilding to be replaced by a building to be used as a games room solely for the use ancillary to the Main House only as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

"**the Land**" means land at 1 Rooks Acre Cottages, West Street, Sompting, Lancing, West Sussex BN15 0AX shown for identification purposes only edged red on the Plan

"the Plan" means the plan attached to this Unilateral Planning Obligation;

"Unilateral Planning Obligation" means the planning obligation set out in the clause 4 of this Deed;

1.2 Words importing the masculine include the feminine and vice versa;

1.3 Words importing the singular include the plural and vice versa;

1.4 Words importing persons include companies and corporations and vice versa;

1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually;

1.6 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation

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

1.8 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as local planning authority; and

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

2. ENABLING PROVISIONS

2.1 This Unilateral Planning Obligation is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers.

3 COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation.

3.2 If the planning permission granted pursuant to the Applicant shall expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect.

4. OWNER'S COVENANT WITH THE COUNCIL

4.1 The Owner hereby covenants with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

5. MORTGAGEE'S CONSENT

5.1 The Mortgagee to the Owner entering into this Unilateral Planning Obligation and acknowledges that this Unilateral Planning Obligation binds the Land.

5.2 The Mortgagee consents to the Owner entering into this agreement and acknowledges that this agreement binds the Land. The Mortgagee shall only be liable for any breach of this agreement if it has itself caused the breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach.

5.3 The Mortgagee consents to the Council registering the planning obligation at clause 4.1 as a restriction against the title of WSX233703 in terms set out in paragraph 2.3 of the Schedule.

6. GENERAL

The Owner acknowledges and declares that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of section 106 of the Act;

6.2 this Unilateral Planning Obligation constitutes a Deed;

6.3 this Unilateral Planning Obligation is enforceable by the Council;

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999;

6.5 this Deed is a Local Land Charge and is registerable as such by the Council;

6.6 this Unilateral Planning Obligation shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English courts;

6.7 no person shall be liable for any breach of the covenants; restrictions or obligations contained in this Unilateral Planning Obligation after that person has

parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest;

6.8 the Owner agrees to pay the Council's proper disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owner's title valid and registering a restriction on title SX5237 with the Land Registry; and

6.9 the Owner and the Morgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation.

6.10 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed

7. DETERMINATION OF DEED

7.1 The obligations in this deed shall cease to have effect if, before the Commencement of the Development, the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the Owner's request; or

(c) is quashed following a successful legal challenge

8. DISPUTES

8.1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination of the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

(a) the tribunal will consist of one arbitrator appointed jointly by the parties;

(b) in default of the parties' agreement on the arbitrator, the arbitrator shall be appointed on either party's request by the president for the time being of the Royal Institution of Chartered Surveyors;

(c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

(d) the seat of the arbitration shall be London.

9. NOTICES

9.1 Any notice to be given under this deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first-class post or other next working day delivery service.

9.2 Any notice to be given under this deed must be sent to the relevant party as follows:

(a) to the Council at the Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA;

(b) to the Owner or successor in title at the address; or

(c) as otherwise specified by the relevant party by notice in writing to each other party.

9.3 Any notice given in accordance with Clause 21.1 and Clause 21.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that, if delivery occurs:

(i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and

(ii) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

9.4 A notice given under this deed is not validly given if sent by email or fax.

9.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This Deed has been entered into on the date stated at the beginning of it.

SCHEDULE

1. DEFINITIONS

1.1 **"the Main House"** means the building shown edged red on the Plan and known as 1 Rooks Acre Cottages, West Street, Sompting, Lancing West Sussex BN15 0AX

1.2 **"the Games Room"** means the Development edged green on the Plan;

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of section 106 of the Act:

2.1 Not to dispose of the Games Room by way of a sale of the freehold, or by way of lease, or by any other means, separately from the Main House.

2.2 The Games Room shall not be occupied at any time other than for purposes ancillary to the residential use of the Main House and shall not be used as a separate or independent dwelling unit.

2.3 To consent to the Council's application which will be made within 28 days of this Deed to HM Land Registry for a restriction to be placed in the Charges Register of the Owner's title to the Land substantially in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by ~~Worthing~~ Adur ADC District ~~Borough~~ Council of the Town Hall Chapel Road Worthing BN11 1HA or its conveyancer that the provisions of paragraph 2.1, and 2.2 of the Schedule to the section 106 Unilateral Planning Obligation dated 26.10.2026 have been complied with or that they do not apply to the disposition".

IN WITNESS of which the Owner and the Mortgagee have executed this Unilateral Planning Obligation on the above date

Signed as a Deed by Myles Michael Smith-Thompson

Signature:.. [redacted] .....

in the presence of [redacted]

Signature:.....

Name of witness: LIAM WINNARD

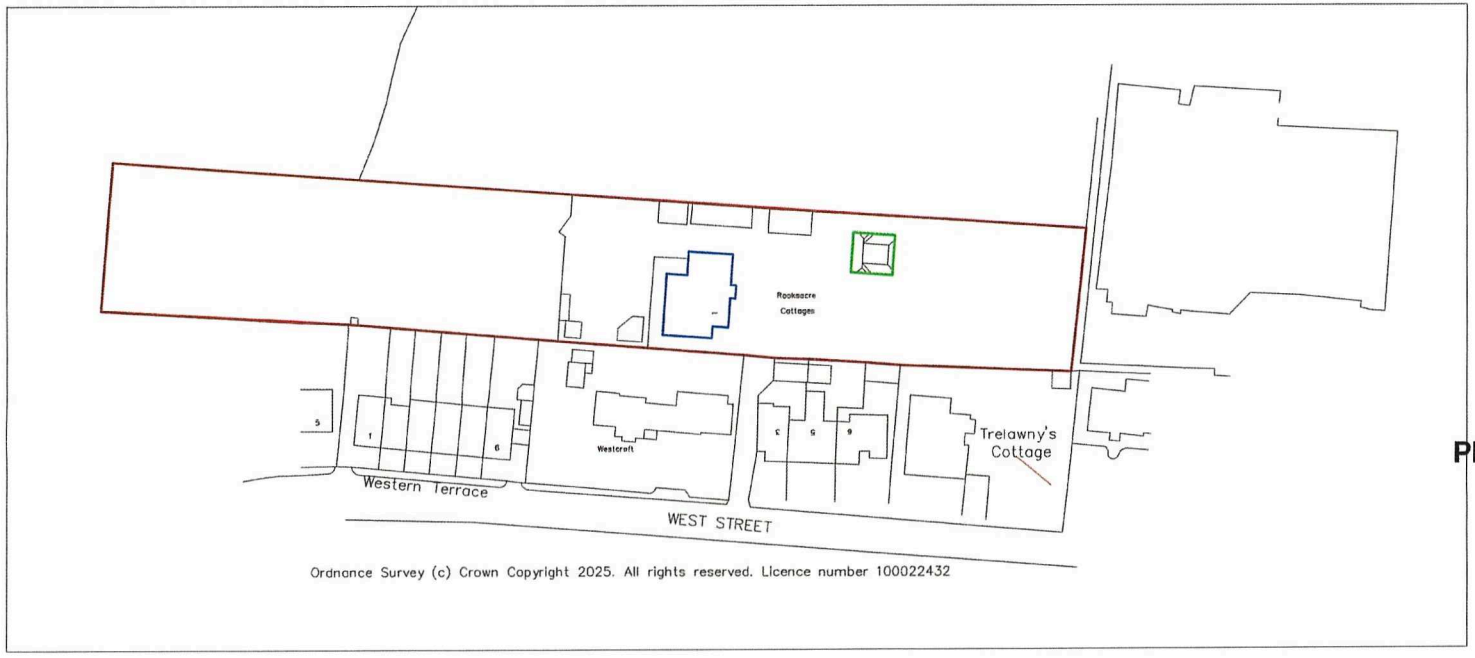
Address of witness: [redacted]

Executed as a deed by

As attorney for HSBC UK Bank plc
In the presence of

Grosvenor House, 1 Wellington Street
Sheffield, S1 4NB

PLAN



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BLOCK PLAN 1:500

10m 20m 30m 40m

1:500 Scale Bar

N

[redacted]

Planning Submission

DO NOT SCALE FROM THIS DRAWING EXCEPT FOR PLANNING
AS PHOTOCOPIES WILL BE SUBJECT TO DISTORTION
DRAWINGS TO BE READ IN CONJUCTION WITH ALL OTHER
ARCHITECT'S & STRUCTURAL ENGINEER'S CONTRACT
DRAWINGS & SPECIFICATIONS.
ANY DISCREPANCIES MUST BE BROUGHT TO THE
ATTENTION OF THE ARCHITECT IMMEDIATELY.
THE CONTRACTOR MUST VERIFY ALL DIMENSIONS BY SITE
MEASUREMENT BEFORE ORDERING MATERIALS OR
MANUFACTURING COMPONENTS.
SUBSTITUTE MATERIALS & PRODUCTS TO THOSE
NAMED WILL BE ACCEPTABLE IF PROVEN TO BE OF EQUAL
OR HIGHER PERFORMANCE AND NOT IN CONFLICT
WITH OTHER ELEMENTS.
FOUNDATIONS/FLOOR CONSTRUCTION DESIGNED BY
STRUCTURAL ENGINEER TO SUIT LOCAL
SOIL CONDITIONS PROXIMITY TO TREES ETC
ALL TO BE APPROVED BY BUILDING CONTROL.

Project:

Proposed Games Room
At:
1 Rooks Acres Cottages
West Street
Sompting Village
BN15 0AX

Drawing title:

Plans & Elevations As Proposed

Client: Myles Smith

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Architectural & Planning Services
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Shoreham By Sea
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BN43 5NQ
BJW
01273 441009
07856699101
e-mail: bjww@bjwarchitectural.co.uk
website: bjwarchitectural.co.uk

Scale:	Paper size:
1:500	A1
Date: 25.11.2025	Drawn: BJW
Drg. No. 03	Rev'n

Note: All dimensions to be checked on site

IN WITNESS of which the Owner and the Mortgagee have executed this Unilateral Planning Obligation on the above date

Signed as a Deed by Myles Michael Smith-Thompson

Signature:.....

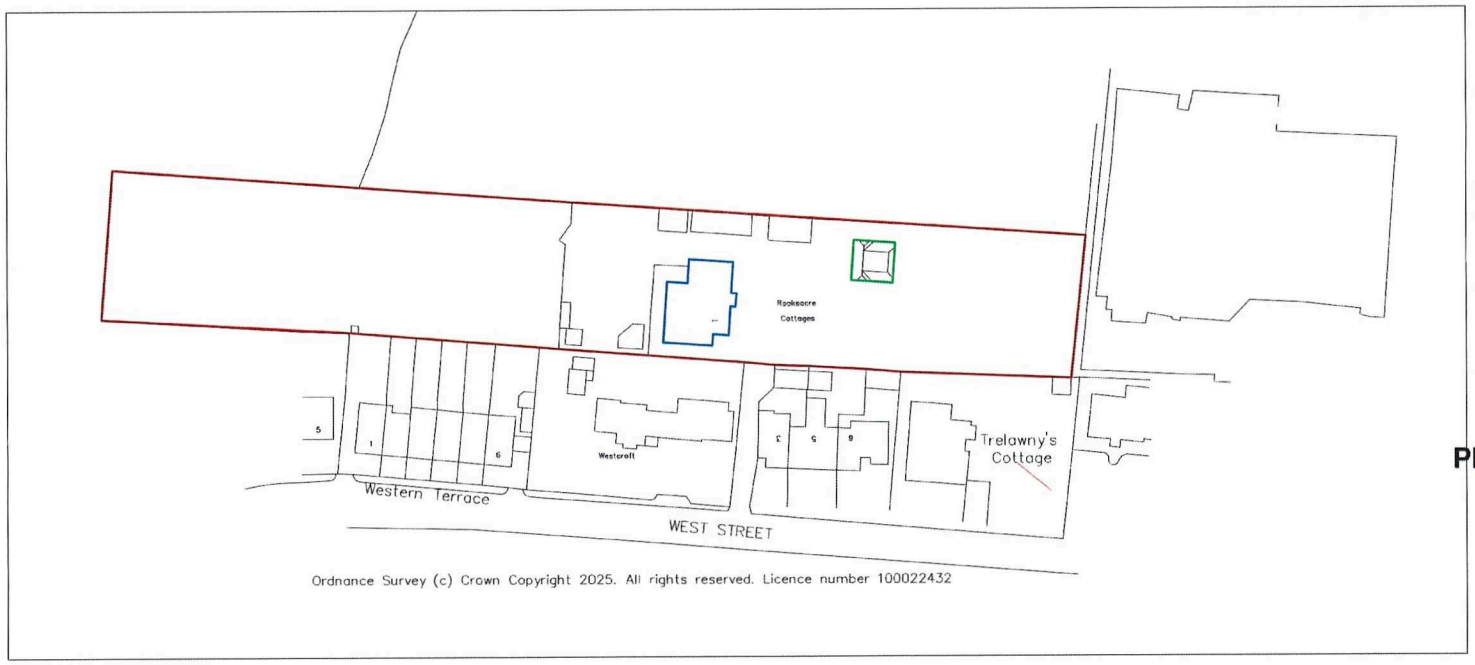
in the presence of

Signature:.....

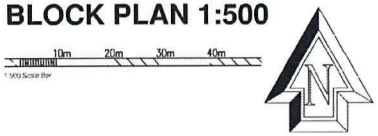
Name of witness:

Address of witness:

Executed as a deed by
[redacted] David Matthew Sanderson
As attorney for HSBC UK Bank plc
In the presence of
[redacted] Richard James Etches
Grosvenor House, 1 Wellington Street
Sheffield, S1 4NB



BLOCK PLAN 1:500



[redacted]

Planning Submission

DO NOT SCALE FROM THIS DRAWING EXCEPT FOR PLANNING AS PHOTOCOPIES WILL BE SUBJECT TO DISTORTION DRAWINGS TO BE READ IN CONJUCTION WITH ALL OTHER ARCHITECT'S & STRUCTURAL ENGINEER'S CONTRACT DRAWINGS & SPECIFICATIONS.
ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
THE CONTRACTOR MUST VERIFY ALL DIMENSIONS BY SITE MEASUREMENT BEFORE ORDERING MATERIALS OR MANUFACTURING COMPONENTS.
SUBSTITUTE MATERIALS & PRODUCTS TO THOSE NAMED WILL BE ACCEPTABLE IF PROVEN TO BE OF EQUAL OR HIGHER PERFORMANCE AND NOT IN CONFLICT WITH OTHER ELEMENTS.
FOUNDATIONS/FLOOR CONSTRUCTION DESIGNED BY STRUCTURAL ENGINEER TO SUIT LOCAL
SOIL CONDITIONS PROXIMITY TO TREES ETC
ALL TO BE APPROVED BY BUILDING CONTROL.

Project

Proposed Games Room
At:
1 Rooks Acres Cottages
West Street
Sompting Village
BN15 0AX

Drawing title:

Plans & Elevations As Proposed

Client: Myles Smith

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Architectural & Planning Services
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website: bjwarchitectural.co.uk

Scale: 1:500	Paper size A1
Date: 25.11.2025	Drawn: BJW
Drg. No. 03	Rev'n

Note: All dimensions to be checked on site

POWER OF ATTORNEY

HSBC UK Bank plc, a company duly organised and existing under the laws of England and Wales with registered number 9928412 and having its registered office at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ ('the Bank'), appoints **Lisa Jane Williams, Richard James Collins, Lisa Maria Rodgers, David Matthew Sanderson, Kevin John Davies, Susan Hudson, Charlene Adele Hiner, Craig Lee Dyson, Yvonne Dawn Leedham, Steven Martin Whitham, Richard James Etches, Glenn Paul Battersby** each to be the Bank's true and lawful attorney (each an "Attorney"), acting individually, in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise sign any document, including the execution of a deed, that is:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, reassign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;

2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;

3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the bank;

4. a bond, guarantee, undertaking or indemnity or any other similar engagement by the bank;

and to do any and all other acts and things for the Bank and on the Bank's behalf which may be desirable or necessary for any and all of the purposes described above, including (i) the execution of all other agreements, deeds, instruments, notices, letters and other documents (ii) the acknowledgement of this power of attorney as the Bank's act and deed and (iii) the registration of this power of attorney as and where necessary,

The Bank agrees to ratify all that the Attorney shall properly do or cause to be done by virtue of this deed.

The Attorney may not sub-delegate the powers, authorities and discretions set out in this Power of Attorney and may not extend the duration of this Power of Attorney.

This Power of Attorney shall be governed by and construed in accordance with English law and shall expire as to each of the Attorneys:

i. 12 months from and including the date hereof;

ii. such date as an Attorney is no longer an employee of HSBC UK Bank plc, HSBC Global Services (UK) Limited or any affiliate thereof; or

iii. the date on which the Power of Attorney is revoked by written notice from the Company to the Attorney.

EXECUTED and **DELIVERED** as a **DEED** on this 28th day of May 2026 by **HSBC UK BANK PLC** acting by an authorised signatory in the presence of a witness.

[redacted]

Attorney in Fact
Alexander Alderson

[redacted]

Witness
Jacqueline Gentles
1 Centenary Square, Birmingham, B1 1HQ