

Dated

2026

THE BOROUGH COUNCIL OF WORTHING (1)

AND

WORTHING INVESTMENTS LTD (2)

AND

WAYLAN INVESTMENTS LTD (3)

AND

SHAWBROOK BANK LIMITED (4)

AND

FORTYS CAPITAL LIMITED (5)

AND

LOANPAD SECURITY TRUSTEE LIMITED (6)

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land at 31-35 Montague Street,
Worthing, BN11 3BE

PLANNING APPLICATION REFERENCE
AWDM/1593/24

CONTENTS

Clause	Heading	Page
1	DEFINITIONS	2
2	INTERPRETATION.....	3
3	EFFECT OF THIS DEED	3
4	CONDITIONALITY	4
5	OBLIGATIONS OF THE PARTIES	4
6	WARRANTY AS TO TITLE.....	4
7	MORTGAGEES' CONSENT	4
8	TERMINATION OF THIS DEED	5
9	NOTICES	5
10	DETERMINATION OF DISPUTES	6
11	WAIVER	6
12	CHANGE IN OWNERSHIP	7
13	INDEXATION	7
14	INTEREST	7
15	VAT	7
16	COSTS.....	7
17	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	7
18	JURISDICTION	7
19	SECTION 73 PLANNING PERMISSIONS	7
SCHEDULE 1	COVENANTS WITH THE COUNCIL	8
SCHEDULE 2	COUNCIL COVENANTS	9
ANNEX A	SITE PLAN	10
ANNEX B	DRAFT PLANNING PERMISSION	11

BETWEEN:

- (1) **THE BOROUGH COUNCIL OF WORTHING** of the Town Hall, Chapel Road, Worthing BN11 1HA ("**the Council**");
- (2) **WORTHING INVESTMENTS LTD** (Co. Reg. No 11371644) whose registered office is at Lower Ground, 216 Lordship Road, London, United Kingdom, N16 5HQ ("**the Owner**");
- (3) **WAYLAN INVESTMENTS LTD** (Co. Reg. No 13904290) whose registered office is at 21 Garrick Avenue, London, United Kingdom, NW11 9AR ("**the Leaseholder**");
- (4) **SHAWBROOK BANK LIMITED** (Co. Reg. No 00388466) whose registered office address is at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE ("**the Owner's Mortgagee**");
- (5) **FORTYS CAPITAL LIMITED** (Co. Reg. No 12392907) whose registered office address is at First Floor, Marlborough House, 298 Regents Park Road, London, England, N3 2SZ ("**the Leaseholder's First Mortgagee**"); and
- (6) **LOANPAD SECURITY TRUSTEE LIMITED** (Co. Reg. No 11140226) whose registered office address is at 5 Technology Park, Colindeep Lane, Colindale, London, United Kingdom, NW9 6BX ("**the Leaseholder's Second 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 Owner is the freehold owner of the Site registered at the Land Registry under Title Numbers WSX415800, WSX228786, SX32223 and WSX254658.
- (C) The Leaseholder has an interest in the Site by virtue of a lease made between the Owner and the Leaseholder dated 21 June 2022 and registered at the Land Registry under Title Number WSX448218.
- (D) The Owner's Mortgagee has a legal charge dated 23 July 2021 over the Owner's freehold titles and has agreed to enter into this Deed to give its consent to the terms of the Deed.
- (E) The Leaseholder's First Mortgagee has a legal charge dated 21 June 2022 over the Leaseholder's leasehold title and has agreed to enter into this Deed to give its consent to the terms of the Deed.
- (F) The Leaseholder's Second Mortgagee has a legal charge dated 21 June 2022 over the Leaseholder's leasehold title and has agreed to enter into this Deed to give its consent to the terms of the Deed.
- (G) The Leaseholder has submitted the Planning Application to the Council for the Development. The Planning Application seeks to add one Dwelling to the application approved by the Council under reference AWD/1018/20, and as such, it attracts the Affordable Housing Contribution.
- (H) The Council will approve the grant of the Planning Permission, subject to the prior completion of this Deed.
- (I) The Council is satisfied that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

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

the 1990 Act	means the Town and Country Planning Act 1990 (as amended);
Affordable Housing	shall have the same meaning as in Annex 2 of the National Planning Policy Framework (December 2024) or such other revised or replacement document;
Affordable Housing Contribution	means a contribution of £23,868 (twenty three thousand, eight hundred and sixty eight pounds) payable to the Council towards the provision of off-site Affordable Housing;
Council Monitoring Contribution	means the total sum of £140 (one hundred and forty pounds) payable to the Council for monitoring the implementation of this Deed;
Development	means the development of the Site permitted by the Planning Permission;
Dwelling	means the dwelling to be constructed on the Site pursuant to the Planning Permission;
Indexation	means 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;
Interest	means interest at 4 percent above the base lending rate of National Westminster Bank plc applicable at the actual date of payment;
Occupation	means the beneficial occupation for the purpose for which the Site was granted planning permission, but shall exclude occupation for the purposes of fit out or marketing and "Occupy" and "Occupied" shall be construed accordingly;
Parties	means the parties to this Deed;
Planning Application	means a full planning application with planning application reference AWDM/1593/24 for "Conversion of residential storage space (C3) at second floor level to provide one additional flat with new windows to East elevation";
Planning Permission	means the planning permission to be granted pursuant to the Planning Application substantially in the form at Annex B of this Deed and such other permission granted pursuant to section 73 of the 1990 Act;
Relevant Index	means 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 land shown for identification edged red on the Site Plan;
Site Plan	the plan appended to this Deed at Annex A;
Specialist	for the purposes of dispute resolution under clause 10 of this Deed, a person qualified to act as an expert, having not less than ten years' professional experience in relation to the issue in dispute;
Working Days	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2 INTERPRETATION

- 2.1 The clause headings in this Deed are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and schedules are to the clauses and schedules of this Deed, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to any party in this Deed include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act.
- 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.

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, the Leaseholder, the Owner's Mortgagee, the Leaseholder's First Mortgagee and the Leaseholder's Second Mortgagee with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 3.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in relation to the covenants, restrictions and obligations that apply to them in accordance with section 106 of the 1990 Act.

- 3.4 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 3.5 This Deed will be registered as a local land charge by the Council.
- 3.6 The obligations in this Deed will not be enforceable against:
- (a) the owner(s), tenant(s) and/or occupier(s) of the completed Dwelling erected on the Site pursuant to the Planning Permission and a mortgagee of any such owner(s) and any successor in title to any such owner(s) and/or mortgagee; and/or
 - (b) a statutory undertaker and/or utility provider upon the transfer and/or lease and/or the grant of any other interest 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, 9, 10, 14, 16, 17, and 18, this Deed is conditional upon the grant and issue of the Planning Permission.

5 OBLIGATIONS OF THE PARTIES

- 5.1 The Leaseholder covenants with the Council to perform the obligations as set out in Schedule 1 to this Deed.
- 5.2 The Council covenants with the Leaseholder to comply with the obligations on the part of the Council set out in Schedule 2 of this Deed.
- 5.3 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.
- 5.4 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.
- 5.5 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 and the Leaseholder warrant that no persons other than the Owner, the Leaseholder, the Owner's Mortgagee, the Leaseholder's First Mortgagee and the Leaseholder's Second Mortgagee have any legal or equitable interest in the Site.
- 6.2 Until the covenants, restrictions and obligations in Schedule 1 to this Deed have been complied with, the Owner and the Leaseholder will give to the Head of Planning and Development of the Council within ten 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 MORTGAGEES' CONSENT

- 7.1 The Owner's Mortgagee, the Leaseholder's First Mortgagee and the Leaseholder's Second Mortgagee consent to the completion of this Deed and declare that their respective interests 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 their interest in the Site.

- 7.2 The Owner's Mortgagee (or any future mortgagee whose interest in the Site is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Owner's Mortgagee is in possession of all or any part of the Site.
- 7.3 The Leaseholder's First Mortgagee (or any future mortgagee whose interest in the Site is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Leaseholder's First Mortgagee is in possession of all or any part of the Site.
- 7.4 The Leaseholder's Second Mortgagee (or any future mortgagee whose interest in the Site is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Leaseholder's Second 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, the Leaseholder, the Owner's Mortgagee, the Leaseholder's First Mortgagee or the Leaseholder's Second Mortgagee; 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.

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) or to such other address as one party may notify in writing to the others at any time as its address for service.
- 9.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by post, on the second Working Day after posting; or
 - (c) if sent by recorded delivery, at the time delivery was signed for.
- 9.4 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.
- 9.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

10 DETERMINATION OF DISPUTES

- 10.1 Subject to clause 10.7, if any dispute arises relating to or arising out of the terms of this Deed, either party may give to the other written notice requiring the dispute to be determined under this clause 10. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 10.2 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Royal Institution of Chartered Surveyors who will have the power, with the right to take such further advice as they may require, to determine the appropriate type of Specialist and to arrange their nomination under clause 10.3.
- 10.3 Any dispute over the identity of the Specialist shall be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the president or next most senior available officer of the Law Society of England and Wales.
- 10.4 The Specialist shall act as an independent expert and:
- (a) each party may make written representations within 20 Working Days of the Specialist's appointment and will copy the written representations to the other party;
 - (b) each party shall have a further 20 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - (c) the Specialist shall be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as they may reasonably require;
 - (d) the Specialist shall not take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross examine each other;
 - (e) the Specialist shall have regard to all representations and evidence before them when making their decision, which shall be in writing, and shall give reasons for their decision; and
 - (f) the Specialist shall use all reasonable endeavours to publish their decision within 30 Working Days of receiving the representations referred to in clause 10.4(b).
- 10.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 10, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 10.6 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.
- 10.7 The findings of the Specialist shall save in the case of manifest material error be final and binding on the Parties, save that the Parties retain the right to refer to the court on a matter of law.

11 WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owner, the Leaseholder, the Owner's Mortgagee, the Leaseholder's First Mortgagee or the Leaseholder's Second Mortgagee in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from

enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner, the Leaseholder, the Owner's Mortgagee, the Leaseholder's First Mortgagee or the Leaseholder's Second Mortgagee.

12 CHANGE IN OWNERSHIP

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

13 INDEXATION

The Affordable Housing Contribution shall be subject to Indexation.

14 INTEREST

14.1 If any payment has not been paid to the Council by the date it is due, then Interest will be payable to the Council by the Leaseholder from the date payment is due to the date of actual payment.

14.2 The Leaseholder shall pay the Council's reasonable costs of pursuing any late payment within 28 days of a written request.

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

16.2 The Leaseholder shall pay the Council Monitoring Contribution within 14 days of 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 any doubt the Council shall in its absolute discretion be entitled to require the entering into of a further agreement under section 106 of the Act in relation to an application made under section 73 in respect of the Planning Permission.

SCHEDULE 1
COVENANTS WITH THE COUNCIL

The Leaseholder covenants with the Council as follows:

1. Affordable Housing Contribution

- 1.1 To pay the Affordable Housing Contribution to the Council prior to the Occupation of the Dwelling.
- 1.2 Not to allow Occupation of the Dwelling until the payment has been made pursuant to paragraph 1.1.

2. Notices

To serve notice of the following on the Council:

- 2.1 Twenty Working Days prior notice of the anticipated date when the Dwelling will be Occupied.
- 2.2 Notice of the actual date on which the Dwelling was Occupied within ten Working Days of such occurring.
- 2.3 Each notice referred to in paragraph 2 of this Schedule 1 shall be sent in accordance with clause 9.

SCHEDULE 2
The Council's Covenants

The Council covenants as follows:

1. Discharge of Obligations

That following written request from the Leaseholder, the Council shall provide within twenty Working Days written confirmation of the discharge of obligations contained in this Deed when satisfied that the obligations have been performed.

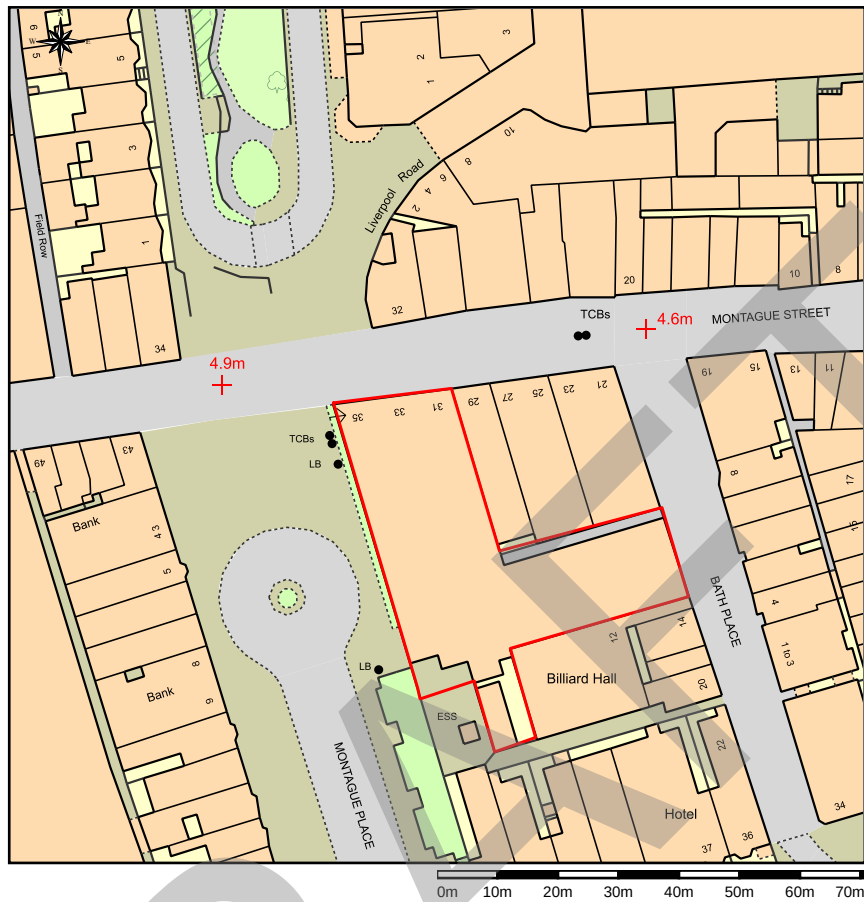
2. Affordable Housing Contribution

- 2.1 To use the Affordable Housing Contribution for the purpose specified for which it is paid.
- 2.2 To repay to the person who made the Affordable Housing Contribution such amount paid to the Council which has not been expended or contractually committed in accordance with the provisions of this Deed within ten (10) years of the relevant date of payment.
- 2.3 To provide the person who made the Affordable Housing Contribution with such evidence as they may reasonably require in order to confirm the expenditure of the Affordable Housing Contribution.

ANNEX A
SITE PLAN

DRAFT

31-35 MONTAGUE STREET, WORTHING, BN11 3BE



This Plan includes the following Licensed Data: OS MasterMap Colour PDF Location Plan by the Ordnance Survey National Geographic Database and incorporating surveyed revision available at the date of production. Reproduction in whole or in part is prohibited without the prior permission of Ordnance Survey. The representation of a road, track or path is no evidence of a right of way. The representation of features, as lines is no evidence of a property boundary. © Crown copyright and database rights, 2020. Ordnance Survey 0100031673

Scale: 1:1250, paper size: A4

Site Location Plan



emapsite™
plans

Prepared by: Daniel Rose, 02-07-2020

ANNEX B
DRAFT PLANNING PERMISSION

DRAFT



WORTHING BOROUGH COUNCIL

Mr Zalman Hanovitch
EA Town Planning Ltd
16 Francklyn Gardens
Edgware
London
HA8 8RY
United Kingdom

PLANNING PERMISSION

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

APPLICATION NUMBER: AWD/1593/24

Details of Development

**CONVERSION OF RESIDENTIAL STORAGE SPACE (C3) AT SECOND FLOOR
LEVEL TO PROVIDE ONE ADDITIONAL FLAT WITH NEW WINDOWS TO EAST
ELEVATION**

Location of Development

OCEANVIEW HEIGHTS 15 MONTAGUE PLACE WORTHING WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 10th December 2024.

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

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 BIN _ BIKE STORAGE LOCATIONS		08.07.2025
WINDOW SPECIFICATION BROCHURE	Technical Information	28.10.2025
DESIGN & ACCESS STATEMENT (Updated)	July 2025	28.10.2025
NOVOFRAME DETAILS	Technical Catalogue	28.10.2025
MATERIALS SCHEDULE	October 2025	28.10.2025
PROPOSED PLAN BIKE STORAGE AREA	1965.EX.01	13.01.2025
FRA & DRAINAGE STRATEGY		08.07.2025
PROPOSED BLOCK PLAN	1965.PR.103	08.07.2025
SUSTAINABLE DRAINAGE ASSESSMENT	76693.03R1	08.07.2025
PROPOSED EAST ELEVATION WITHOUT OTHER	1965.PR.102B	08.07.2025
PROPOSED EAST ELEVATION VIEW FROM BATH	1965.PR.105	08.07.2025
3D VIEWS & IMAGES X 8		08.07.2025
ENERGY STATEMENT	TBCT/25/07/WI/15MP/ES	23.07.2025
PROPOSED SECOND FLOOR PLAN	1965.PR.101 REV D	23.07.2025
INTERNAL DAYLIGHT ASSESSMENT 1 August	Issue 1	05.08.2025
EXISTING SECOND FLOOR	1965.EX.101	10.12.2024
FIRST FLOOR EXISTING & PROPOSED	22-1425-81	10.12.2024
GROUND FLOOR EXISTING & PROPOSED	22-1425-80	10.12.2024
EXISTING EAST ELEVATION	1965.EX.102	10.12.2024
EXISTING & PROPOSED WEST ELEVATION	1965.EX.103	10.12.2024

Reference/Drawing Number

Version

Date Rec

LOCATION PLAN

10.12.2024

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. Works of construction or demolition, including the use of plant and machinery, necessary for implementation of this consent shall be limited to the following times:-

Monday - Friday 08:00 - 18:00 Hours

Saturday 09:00 - 13:00 Hours

Sundays and Bank Holidays no work permitted

Any temporary exception to these working hours shall be agreed in writing by the Local Planning Authority at least five days in advance of works commencing. The contractor shall notify the local residents in writing at least three days before any such works.

Reason: *In the interest of neighbouring residential amenity.*

04. The development shall be carried out in accordance with the submitted FRA and Drainage Strategy June 2020 and Sustainable Drainage Assessment report reference 76693.03R1 which shall be fully implemented prior to occupation of the development and shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: *To ensure the provision of a satisfactory drainage scheme.*

05. The development shall be carried out in accordance with the submitted Flood Risk Assessment and Drainage Strategy (dated June 2020) including recommended mitigation measures which shall be fully implemented prior to occupation of the development and shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: *To adequately prevent the development from flood risk.*

06. The development shall be carried out in accordance with the submitted Energy Statement ref: TBCT/25/07/WI/15MP/ES (dated 04.07.2025) including Co2 reduction and energy efficiency measures, and use of renewable/low carbon energy, which shall be fully implemented prior to occupation of the development and shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: *To minimise vulnerability and provide resilience to the effects of climate change having regard to policies DM16 and DM17 of the Worthing Local Plan and the NPPF.*

07. The external materials and finishes of the development hereby permitted shall, prior to the use of the additional accommodation thereby created, be completed to match the existing building and in accordance with the approved Materials Schedule and specifications.

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

08. Secure covered cycle parking shall be provided for the development in accordance with the approved details and shall be made available for use prior to the first occupation of the development hereby permitted and shall be retained for such use at all times thereafter.

Reason: *To ensure that satisfactory facilities for the parking of cycles are provided and to encourage travel by means other than the private car.*

09. The dwelling hereby permitted shall not be occupied until refuse/recycling/composting storage enclosures and facilities have been provided in accordance with the details hereby approved and shall thereafter be retained and used only for the storage of refuse/recycling/composting.

Reason: *In the interests of amenity and the environment having regard to policies DM5 and DM16 of the Worthing Local Plan.*

Informatives / Notes to Applicant

01. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
02. 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
03. A formal application for connection to the public sewerage system is required in order to service this development. The applicant is advised to contact Southern Water Developer Services, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX (Tel 0330 303 0119) or www.southernwater.co.uk or email developerservices@southernwater.co.uk

**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).

DRAFT

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

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

Authorised Officer

EXECUTED as a DEED BY **WORTHING INVESTMENTS LTD**

Acting by one director in the presence of:

Director

Witness Name and Position:

Witness Signature:.....

EXECUTED as a DEED by **WAYLAN INVESTMENTS LTD**

Acting by one director in the presence of:

Director

Witness Name and Position:

Witness Signature:.....

EXECUTED as a Deed by
SHAWBROOK BANK LIMITED

acting by

Signature of Attorney:

Name of Attorney:

as Attorney for SHAWBROOK BANK LIMITED

In the presence of:

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED by **FORTYS CAPITAL LIMITED**

Acting by one director in the presence of:

Director

Witness Name and Position:

Witness Signature:.....

EXECUTED as a DEED by **LOANPAD SECURITY TRUSTEE LIMITED**

Acting by one director in the presence of:

Director

Witness Name and Position:

Witness Signature:.....