42 Marine Parade – Response to policy advice (AWDM/0673/26)

Supplementary representation · 14 October 2026

Supplementary representation responding to the policy advice in Finlay Gardner's email of 5 October 2026.

> **What we are asking for.** We ask the Council to grant permission to change the vacant ground floor of 42 Marine Parade from a bar to two one-bedroom flats, subject to conditions (cycle parking, flood resilience, a noise assessment approved before work starts, and details of the refuse and cycle stores). In short:
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> 1. **A bar here has been tried and has failed.** The unit has been on the market for a full year and attracted five formal offers, but none led to a letting.
> 2. **The building cannot support the uses that would work.** There is no acceptable route for a kitchen flue, and the Council's own records show that music here caused years of complaints from the flats above and next door. That leaves only a drinks-led bar without a kitchen: the format Roots traded and could not make pay, and which Bar 42's operator chose not to continue once live music was ruled out. Holding the unit for that use would simply repeat the cycle of short tenancies and long empty spells.
> 3. **Two homes meet local and national policy better than an empty unit.** SS3(b) seeks more residential in the town centre, DM13 sets no marketing test, the revised NPPF (August 2026) gives substantial weight to providing homes in town centres (TC2) and to bringing vacant buildings back into use (L2), and nobody has objected.

1. Summary

We accept that 42 Marine Parade lies within the Town Centre Seafront Area and that Policies SS3(e) and DM13 c) iii) seek active and vibrant uses there. The policy advice confirms that compliance must be "evidenced to justify". We recognise that the proposal would mean the loss of an eating and drinking use, which those policies seek to resist. This representation provides the evidence that justifies that loss at these particular premises, and shows that two homes serve the purpose of both policies better than a unit left empty.

1. **Demand has been tested and has not produced a viable letting.** Since 13 October 2025 the unit has generated enquiries and viewings from bar, hospitality and leisure operators, and five formal offers. None led to a letting: four operators did not proceed, over fit-out and running costs, viability or the lack of any practical route for the kitchen extraction many operators needed, and the fifth could not be accepted because, in the agent's words, the proposed use was unsuitable having regard to the noise restrictions on premises with four flats directly above. The agent's professional opinion is that bar use is no longer viable on normal commercial terms.
2. **The last active use failed despite investment.** The premises were refurbished in 2024, yet Roots could not make the business pay. It served notice on 23 September 2025 to end its lease at the first opportunity the break clause allowed, and stopped trading straight away, even though rent remained payable until the lease ended on 31 March 2026.
3. **The vacant unit is what harms vitality, not the proposal.** A closed, empty frontage contributes nothing to an active seafront. Two occupied, well-maintained homes support it. Nearby venues confirm the weak demand: Cove Bar & Lounge at 37–39 closed in September

2026 after four months. It followed Pier View, which lasted from July to December 2025, and before that Escape Bar and Grill.

4. **The terrace is residential in character.** A survey on 7 October 2026 found no shops on the terrace (Nos. 36–42, from the dental practice to No. 42). Flats occupy the upper floors from No. 37 to No. 42, No. 41 next door is residential from ground floor up, and everything above the ground floor at No. 42 is already four self-contained flats.
5. **Material considerations weigh in favour.** The revised NPPF (August 2026) gives substantial weight to development that supports a town centre's vitality, including through residential accommodation (TC2), and to making better use of vacant buildings and creating additional homes within settlements (L2). The scheme delivers two homes in a vacant building in a highly sustainable location. No technical consultee objects, and the Worthing Society raised no objection.

2. What the policies require

Both policies aim to keep the seafront active and vibrant. We do not read either policy as requiring a unit to stay vacant indefinitely where there is no realistic demand for an active use.

- **SS3(e)** supports active and vibrant uses along the town centre seafront. It is a spatial strategy policy setting overarching principles, not a prohibition on change of use.
- **SS3(b)**, in the same policy, seeks to improve and increase the mix of uses in the town centre and expressly includes residential among them. Two homes on this site help to deliver that criterion.
- **DM13 c) iii)** supports proposals that maintain and enhance an active and vibrant seafront, says eating, drinking and leisure uses will be "retained and encouraged", and resists uses with closed and inactive street frontages. Paragraph 5.184 adds that the approach "seeks to resist the loss" of such uses. Resisting a loss means requiring it to be justified, which the policy advice itself acknowledges: compliance must be "evidenced to justify". Its concern in the Seafront Area is to support active uses and to resist uses with closed and inactive street frontages.
- **Paragraph 5.184** explains that the seafront matters for the wellbeing of the town centre and the visitor economy. That purpose is served by occupied, maintained frontages, not by a closed bar.

The relevant questions are therefore: (a) has the unit been properly tested on the market for an active use; (b) is there a realistic prospect of such a use returning; and (c) would the proposal harm the vitality of the seafront as a whole? Sections 3 to 5 answer each in turn.

Where the Seafront Area sits in DM13. DM13 treats the Town Centre Seafront Area as one of three frontage categories within the Primary Shopping Area, alongside the Primary and Secondary Shopping Frontages. No. 42 is in the Seafront Area category only, so the 65% retail-retention test for Primary Shopping Frontage and the Secondary Frontage test do not apply; criterion c) iii) does. On the frontage itself, the scheme is designed so that it does not become a blank, inactive street front: on drawing DS/MARINEGF/01 rev 4 the Marine Parade shopfront, its windows and its doors are retained exactly as they are, so the frontage stays glazed and overlooked. Behind the shopfront is Flat 1's living room and kitchen, so the main window onto Marine Parade remains a lived-in, lit room. The external changes are minor. On the Marine Parade forecourt, the only addition is a low refuse store for the two flats (1.4 m high, 2.8 m wide, 0.8 m deep), in white-painted vertical timber cladding to match the building, set behind the existing front boundary wall. On the Montague Place side, an existing window becomes a door with a glazed toplight, and each flat has a small courtyard with a timber cycle store, screened by the existing 1.4 m flint wall, which will be repaired and retained. On the east side, an existing door is blocked up, and a handrail is added to the existing steps.

A correction to the Planning Statement. The Planning Statement assessed the loss of the bar against the wrong policy numbers. It described DM9 as "Economy and Employment / Loss of Commercial Use" (DM9 is Delivering infrastructure) and DM13 as "Design Quality" (DM13 is Retail and town centre uses), and it did not address SS3, the Seafront Area or paragraph 5.184. That is likely why the policy advice found that compliance had not been assessed. We apologise for the error. This representation assesses the proposal against the correct policies: SS3(e), DM13 c) iii) and paragraph 5.184.

The adopted wording. The relevant text of the Worthing Local Plan 2023 reads:

> **SS3(b):** "Improve and increase the mix of uses in the Town Centre particularly retail, employment, community, residential, leisure, recreation, cultural and tourist facilities through maximising development around key development sites and through the more efficient use of existing sites."
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> **SS3(e):** "Ensure that the Town Centre and seafront are one integrated and linked destination. Active and vibrant uses along the key Town Centre seafront area will be supported."
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> **DM13 c) iii):** "Town Centre Seafront Area - proposals that help to maintain and enhance an active and vibrant seafront will be supported. Eating, drinking and shopping together with appropriate cultural and leisure uses will be retained and encouraged. However, uses such as takeaways and uses with closed and inactive street frontages will be resisted, particularly where they cause or contribute to an over-concentration of such uses."
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> **DM13 d):** "Proposals that help develop and enhance the evening and night-time economy will be supported in the town centre where the operation of such activities can be controlled to address residential amenity implications and can demonstrate that such uses will add to the vitality and viability of the centre."
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> **Paragraph 5.184:** "Within the Town Centre Central Seafront Area the evidence recognises the importance of this area to both the wider town centre aspirations for an active vibrant seafront and to ensure that the seafront and town centre are one integrated and linked destination. The policy approach seeks to resist the loss and encourage the introduction of those uses that support the Council's wider aspirations such as: retail, drinking and eating establishments, and appropriate cultural and leisure uses. Uses with closed and inactive street frontages that can detract from the vibrancy of the seafront area and undermine the local aspirations for this important area of the town will be resisted."
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> **Paragraph 5.187 (extract):** "A careful balance is required between the needs of (and impacts on) local residents with the economic benefits of promoting an enhanced evening and night-time economy."

Neither DM13 nor its supporting text sets a marketing period, a marketing method or a viability test for the Seafront Area. Policies that do set such tests say so expressly (for example DM12, addressed below).

Assessment against DM13 in full. The policy advice cites c) iii). For completeness, we have also assessed the proposal against the general tests in DM13 b), which apply to every change of use in a centre.

"Retained and encouraged". Criterion c) iii) says eating, drinking and leisure uses in the Seafront Area will be retained and encouraged. Retention presumes that the use can continue. Here the evidence in Sections 3 to 5 shows it cannot: a year of marketing produced no letting, there is no acceptable route for a kitchen flue, and the Council's own records show music here repeatedly disturbed residents in the flats above and next door. Refusing permission would not retain a bar; it would retain an empty unit.

DM13 b) test	Assessment
i) Positive contribution to vitality, viability and diversity	Two occupied homes replace a unit that has been vacant since September 2025, and add to the residential mix that SS3(b) seeks
ii) No unacceptable impact on daytime footfall	The unit has been closed for a year, so it generates no footfall now. Bars here trade mainly in the evening, so the use did little for daytime footfall
iii) Strong role for day-to-day shopping needs	There are no shops on this terrace (Frontage Survey, enclosure 3); no convenience or day-to-day provision is lost
iv) Restores or enhances the character and appearance of the frontage	A closed, empty frontage is brought back into use and maintained. The only addition on the forecourt is a low, white-painted timber refuse store behind the existing boundary wall. The Worthing Society finds no harm to the conservation area
v) Maintains the continuity of active frontages	There is no continuous active parade here: the terrace is residential in character, and No. 42 is its end building. The existing shopfront, windows and doors are retained unchanged, so the frontage remains glazed and overlooked
vi) Scale and type appropriate to the centre	A modest change: one ground-floor unit becomes two one-bedroom flats in a building already in residential use above
vii) No significant adverse effects for neighbouring occupiers	The proposal removes a documented source of noise and disturbance beneath four flats and beside Oyster Court
viii) No severe impact on parking	WSCC Highways raises no objection; covered cycle parking is provided
ix) Ancillary facilities retained where needed	Not relevant: no commercial use would remain on the ground floor that needs them
x) Over-concentration of closed and inactive frontages	One unit at the end of the terrace; it does not create a run of closed frontages
xi) Conditions to manage the change	We offer conditions on cycle parking, flood resilience, a pre-commencement noise assessment and details of the refuse and cycle stores

Paragraph 5.184. The supporting text explains why the Seafront Area matters: an active, vibrant seafront; the seafront and town centre working as one integrated and linked destination; and, to that end, resisting the loss of eating, drinking and leisure uses and resisting closed and inactive frontages. The proposal serves the first two aims; on the third, we accept that a bar would be lost, and the evidence shows why an exception is justified here.

1. **An active, vibrant seafront.** Today No. 42 is a closed, empty frontage, which is the kind of frontage paragraph 5.184 identifies as detracting from the seafront. Without a new use, it would stay that way. Two occupied homes end the vacancy, and the existing shopfront, windows and doors are retained unchanged, so the frontage remains glazed and overlooked.
2. **One integrated and linked destination.** The link between the town centre and the sea is Montague Place, where the Council has invested some £3.5 million and where the restaurants remain. No. 42 sits at its corner. The proposal does not touch that route or its businesses. The Marine Parade shopfront is kept exactly as it is, so the corner keeps its glazed, overlooked frontage rather than a closed, empty one, and two occupied homes looking onto the new Gardens add everyday activity and natural surveillance after dark, when the Gardens are quietest.

3. **Resisting the loss of eating and drinking uses.** That aim assumes the use can survive. Here the evidence in Sections 3 to 5 shows it cannot: a year of marketing with no letting, no acceptable route for a kitchen flue, and the Council's own records of noise complaints from neighbouring flats. Paragraph 5.187 asks the Council to balance the evening economy against its impact on residents, and here that impact is documented.

Retaining a failed and empty unit would not serve any of the aims of paragraph 5.184; two homes serve the first two and are consistent with the third.

For completeness: Policy DM12 (the visitor economy). The policy advice does not cite DM12, and a bar is not obviously a "visitor attraction, facility or accommodation" in the sense the policy intends. In case it is thought to apply, the evidence meets each of its tests in DM12 b):

DM12 b) test	Evidence
i) Marketing actively conducted for a reasonable period	Marketed from 13 October 2025 by Jacobs Steel and, from December 2025, jointly with Justice & Co: enquiries and viewings from bar, hospitality and leisure operators, and five formal offers, none of which led to a letting. The unit has stayed advertised and open to enquiries throughout
ii) Alternative visitor uses fully explored	Marketed for bar, public house, licensed, hospitality and leisure use; Justice & Co's marketing drew interest from restaurant and bar operators (enclosure 2). Restaurant and café uses need kitchen extraction, for which there is no acceptable route here (Section 3); at 37–39 even operators able to cook failed three times
iii) Appraisal showing the use is no longer viable	Jacobs Steel concludes that bar use "is no longer a realistically viable letting proposition on normal commercial terms" (statement para 11.5)
iv) Site not made deliberately unviable	Roots refurbished the premises in 2024. The landlord offered rent-free periods, stepped rent, flexible terms, 100% business rates relief, and fixtures, fittings and outdoor seating. Offers came in at or near the asking rent; four of the five operators did not proceed, on their own assessment, and the fifth proposed a use the agent judged unsuitable having regard to the noise restrictions on the premises. The lease's noise clause was set in light of the Council's 2018 licensing limits
v) Suitability for an alternative visitor use	Not applicable: the proposal is residential. The constraints that ruled out bar and restaurant use (flats directly above, no extraction) apply equally to other visitor uses. If anything, DM12 favours the change: two of the flats above are holiday lets, which a late-night bar beneath would harm (Section 5)
vi) Reduction in floorspace or bed spaces	Not applicable

For completeness: NPPF Policy HC6. The revised NPPF seeks to retain key community facilities, which it defines to include public houses. If HC6 is thought to apply to a drinking establishment, its tests are met. HC6(1)(a) allows a loss where there is "no reasonable prospect of the use being retained"; for a pub where viability is the issue, that means the property has been marketed for its existing use without success "for a period of at least 12 months". No. 42 was marketed for bar and public house use for twelve months, from 13 October 2025 to 13 October 2026, without a letting (Section 3), and the agent concludes that bar use is no longer viable (statement para 11.5). HC6(1)(c) is also met: Soundcheck two doors along, and the bars and restaurants around Montague Place, the pier and the wider seafront, provide the same type of use within a short walk.

3. Marketing evidence

Jacobs Steel was first contacted on 25 September 2025, two days after Roots served notice, and was formally instructed on 2 October. The landlord had the keys back by 3 October, Jacobs Steel inspected on 7 October, and live marketing for bar, public house, hospitality and leisure use was confirmed in writing on 13 October 2025. The unit has now been on the market for a full year. The market was genuinely tested and responded, but no letting resulted. The details below are from Jacobs Steel's updated statement covering the full year from 13 October 2025 to 13 October 2026, signed on 14 October 2026 (enclosure 1).

Item	Evidence
Previous tenant	Roots (Worthing) Ltd, which was not trading profitably (statement para 2.4): served notice 23 Sep 2025 under the year-5 break; vacant since 29 Sep 2025; lease ended 31 Mar 2026. Passing rent £18,000 pa
Agents	Jacobs Steel Commercial (first contacted 25 Sep 2025; live marketing from 13 Oct 2025); Justice & Co Commercial jointly from Dec 2025
Use marketed for	Bar / public house / licensed / hospitality / leisure
Terms	£25,000 pa, reduced to £22,000 pa on 4 Feb 2026 and to £20,000 pa on 22 Apr 2026; rent-free period, stepped rent and flexible lease terms offered; 100% business rates relief; fixtures, fittings and outdoor seating included
Channels	Jacobs Steel: agency website; Rightmove Commercial and Zoopla Commercial; particulars and brochure; email to registered applicants and operators; direct approaches to operators; office display; social media; board at the property. Justice & Co's own marketing is set out separately in its letter (enclosure 2)
Enquiries	Total: about 177 (statement para 6.1). From portals, the agency website, email, the board and referrals (statement section 6). One further enquiry since June 2026; none since Montague Gardens opened on 5 Sep 2026
Viewings	Total: 25 (statement para 7.1). By independent bar operators, hospitality and leisure businesses
Formal offers	5 (below), plus 7 informal expressions of interest (statement para 9.1) and two further proposals in May 2026, one through each agent (below)
Lettings completed	None

Date	Offer	Outcome
4 Nov 2025	5-year lease, £24,000 pa, break at year 2	Withdrawn: costs of the intended use
4 Jan 2026	10-year lease, £25,000 pa, break at year 5	Withdrawn: could not fund kitchen extraction
5 Jan 2026	15-year lease, £25,000 pa, 5-yearly breaks	Did not proceed: viability concerns
20 Feb 2026	15-year lease, £25,000 pa, 5-yearly breaks	Not accepted: proposed use unsuitable having regard to the noise restrictions on the premises
24 Mar 2026	10-year lease, £22,000 pa, break at year 5	Withdrawn by the operator

A further proposal came through Justice & Co in May 2026, after a viewing, from the operators of a small taproom in Lancing. No terms were agreed, and it did not lead to a letting. Separately, Jacobs

Steel received a proposal from an operator in May 2026, revised in June to a cocktail-bar format, which also did not proceed (statement para 9.4).

The pattern is consistent. Operators were attracted by the seafront position but withdrew once they costed the fit-out, extraction and running costs against the seasonal trade, or found that the noise constraints of trading beneath four flats ruled out the business they needed to run. The four operators who did not proceed did so on their own assessment, not because of the terms offered. The five formal offers came in at £22,000 to £25,000, at or close to the asking rent, and Jacobs Steel confirms that "none of them fell away because of the level of rent" (statement para 9.3). Justice & Co, who joined in December 2025, did report that some early viewers thought £25,000 too high "given the economic and political climate", and the rent was reduced accordingly (their letter, enclosure 2). Lower rents brought no letting: Justice & Co found that enquiries "tailed off" after the turn of the year despite the reduction, and the rent asked since 22 April 2026, £20,000, has not produced one either. The previous passing rent of £18,000 a year was historic, not a market figure. The original lease, granted in April 2011, was at £17,500 a year, and that rent stayed the same for its whole ten-year term. When it came up for renewal, the tenant's own request for a new tenancy (15 April 2020) proposed the same £17,500, and the 2021 lease rolled it forward, rising only to £18,000 from April 2022, with no open-market review. In other words, the rent paid until 2025 was essentially the 2011 rent. The asking rent was set on agent advice from current market evidence (after inspecting the unit in October 2025, Jacobs Steel recommended advertising it at £25,000 a year), and the landlord then reduced it to help secure a letting. The offers received, at £22,000 to £25,000, confirm it was a market rent, as Jacobs Steel's statement also concludes (para 3.5).

The 20 February proposal was not taken forward because, as Jacobs Steel records, the proposed use was unsuitable having regard to the noise restrictions on the premises (statement para 9.2). The Council itself restricted music here: in 2018 its Licensing Sub-Committee capped late-night recorded music at 70 dB(A) through a locked limiter, after years of complaints from the flats above and next door. The lease's noise clause, which bans live music, follows from those restrictions. It goes further than the 2018 licence, which limited only recorded music after 23:00, because the complaints and the officers' 2015 visit concerned live music, which a limiter cannot control. Relaxing it to secure a letting would bring back the conflict the Council's own officers spent years managing. Jacobs Steel concludes that bar use "is no longer a realistically viable letting proposition on normal commercial terms" (statement para 11.5). Justice & Co reached the same view independently: the building "does not meet the modern day requirements of businesses", the location is seasonal "with limited shelter from the elements", and they recommend "that consideration is given to a residential conversion" (enclosure 2).

Rent over time: the rent was never the obstacle.

Date	Event	Rent
April 2011	Original 10-year lease to Bar 42's operator	£17,500 a year, unchanged for the whole term
15 April 2020	Tenant's own request for a renewal lease	Proposed £17,500, on the 2011 terms
29 July 2021	New 10-year lease (no live music; break in year 5)	£17,500, rising to £18,000 from April 2022
14 January 2022	Lease assigned to Roots (Worthing) Ltd	£17,500
23 September 2025	Roots serves notice to leave at the first break	£18,000
From 13 October 2025	Unit marketed at current market rent	£25,000, then £22,000, then £20,000
November 2025 to March 2026	Five formal offers	£22,000 to £25,000

Two things follow. First, Bar 42 and Roots between them had fourteen years at a rent effectively fixed at its 2011 level, and neither could make the business pay. Second, when the unit was offered at today's market rent, operators were willing to pay it; they withdrew over fit-out and running costs, extraction and the noise constraints. So a low rent was not enough to make a bar work here, and the offers show that the asking rent was not what stopped a letting.

The asking rent was below the 2011 rent in real terms. £17,500 in April 2011, adjusted by the Consumer Prices Index to October 2025 when marketing began, is about £26,250 a year (ONS CPI index 93.2 in April 2011, 139.8 in October 2025). The asking rent of £25,000 was about 5% below that, the reduced £22,000 about 16% below, and the current £20,000 about 24% below. Going back to £18,000 would have meant letting the unit for roughly two-thirds of the 2011 rent in today's money. This comparison is not offered as proof of the market rent, which is a matter for the agent's report; it shows only that the rent was not pushed up to price the unit out of the market. If anything, it was lower in real terms than the rent Bar 42 paid when it moved in.

It also compares well with the neighbours.

Premises	Size	Rent	Rent per sq ft
No. 42 (asking)	1,258 sq ft	£25,000, reduced to £22,000, then £20,000	£19.87, reduced to £17.49, then £15.90
No. 40, Soundcheck (let on a new 10-year lease in 2025)	1,368 sq ft	£30,000	£21.93
37–39, former Escape and Cove (asking rent when marketed by Newlands between operators)	5,121 sq ft	£60,000	£11.72

No. 40, two doors along, is the closest comparable: a bar unit of almost the same size (1,368 sq ft against No. 42's 1,258 sq ft), though, unlike No. 42, it has a kitchen with extraction. It was let in 2025 at £30,000 a year, about £21.93 per sq ft. That is more than No. 42 was asking even before the reduction, about 25% more per square foot than the £22,000 rent, and about 38% more than the current £20,000. So No. 42 was offered below the level the market has paid next door, not above it. The landlord has gone as far on rent as is commercially reasonable. Cutting the rent further and further until someone takes it would not be a letting "on normal commercial terms": the rent has to cover the building's upkeep and the investment in the premises, and a tenant who can only trade at a rent well below the market next door is unlikely to last. 37–39 is not a like-for-like comparison: it is four times the size and is laid out as a large multi-room venue, with a fitted bar and kitchen, a function room and multiple seating areas (Newlands particulars). Large premises like that always let for less per square foot, because much of the space is secondary to the main bar. Even so, its total rent is more than twice No. 42's. Sizes and rents are from the agents' published particulars (sources below).

There is no acceptable route for kitchen extraction, and it would not solve the problem. The unit has only a small food preparation area of about 77 sq ft with a sink, and no kitchen extraction (statement para 3.1); the "kitchen/prep room" in the marketing particulars is that space. Many interested operators wanted to serve hot food, which needs an extraction duct discharging at roof level. At No. 42 that duct would run from the ground floor up the back of the building, past the windows of the flats above. No. 42 is the end building of the terrace, in full view of Montague Place and the new Gardens (existing ground floor section, enclosure 5b), and in the South Street Conservation Area. The kitchens at 37–39 and No. 40 have their flues at the back of those buildings, facing a service alley; No. 42 has no such hidden elevation. On the 2020 restaurant application (AWDM/0620/20), the Council's Conservation Officer noted that "in such an exposed location any new flue could be harmful to the CA", and Environmental Health raised the risk of noise and odour to the flats above and next door.

Even with extraction, bars have not lasted on this terrace. The evidence is a few doors along. 37–39 has a kitchen and a flue, and Escape Bar and Grill, Pier View (July to December 2025) and Cove have all stopped trading there in turn. Soundcheck at No. 40 also has a kitchen and flue, and has had to keep changing what it is to stay open. Extraction would not change what holds No. 42 back: four flats directly above, the noise limits that follow from them, and seasonal, weather-dependent trade on an exposed seafront. Without it, the unit is limited to a drinks-led bar with light food, the format Roots traded and could not make pay.

Even if a bar operator took the lease, it would be unlikely to last. Without hot food, a seafront bar depends almost entirely on drinks sales, which are heavily seasonal and weather-dependent. It cannot capture daytime, family or year-round dining trade, which now sustains most successful seafront hospitality. That is the trading model that failed for Bar 42 and for Roots, and at 37–39 Marine Parade even operators serving cooked food (Escape Bar and Grill, then Cove) have stopped trading, with Pier View lasting only July to December 2025 in between. Nationally, drinks-led trade is under severe strain: the British Beer & Pub Association reports that 161 pubs closed in England, Scotland and Wales in the first three months of 2026, about two a day and 26% more than a year earlier, citing rising costs and tax. The Council's own footfall reports point the same way locally: most visits to the town centre are made in the daytime, and only about one in five after 6pm (Huq footfall report for the Council, Q3 2025). Access has also worsened. The Grafton multi-storey car park off Marine Parade, the main seafront car park near the site, closed in May 2025 on structural grounds, and the Council has decided not to reopen it in its current form. The owner of Level 1, the seafront venue beside the Grafton site, which closes in November, said this month that "for the last 18 months we have struggled enormously with the closure of the Grafton Road car park" (enclosure 6b).

Retaining the unit for bar use would not secure a lasting active use. It would most likely produce a cycle of short tenancies, closures and long vacancies, leaving the Council and the applicant back in this position within months or a few years. That helps neither the seafront nor the visitor economy that SS3(e) and DM13 seek to protect.

The unit has been advertised and open to enquiries continuously since 13 October 2025, and both agents continue to market it. Jacobs Steel's particulars invite offers of around £20,000 a year and present the unit at its best, as a "prime hospitality unit" on a "busy thoroughfare": that is the agent's job, and even marketed in those terms for a year, it did not let. Jacobs Steel has received one further enquiry since June 2026, which could not progress because it needed kitchen extraction, and none since Montague Gardens opened on 5 September 2026, even though the Rightmove listing drew around 800 views a month in July and August (statement paras 6.4 and 6.5, and the Rightmove statistics appended to it).

4. Response to the policy advice

Each point in the advice is addressed below, with the evidence on whether an active use is likely to return.

"A long history, with Bar 42 a very successful bar and music venue." We recognise that Bar 42 was valued by its loyal following. However, popularity is not the same as profitability, and the public record shows a business that struggled financially throughout:

- **Trading.** In January 2015 the operator told the press that "the night-time economy is dead" and that the bar was being kept going with family funding (Sussex Express, 30 Jan 2015). By May 2017 the operator was trying to sell the business: Marshall Clark marketed it as an "Established Bar and Music Venue" for offers in the region of £65,000 (enclosure 6c). Even marketed as an established music venue, it did not sell, and in July 2021 it was on the market again (below). Two attempts to sell in four years suggest a business under financial strain.
- **Noise.** In 2015, Council officers, visiting neighbouring homes after residents complained, witnessed loud live music from the bar, and the operator had to crowdfund £5,000 for soundproofing (same source). The Council's own licensing records confirm the pattern. In

September 2015 the Senior Environmental Health Officer reported to the Licensing Sub-Committee that 14 noise and anti-social behaviour cases had been logged since 2011, that a visit had confirmed noise unreasonably affecting adjacent residents, and that complaints continued despite acoustic works. In April 2018, after objections from Environmental Health and eight residents, the Sub-Committee limited recorded music after 23:00 to 70 dB(A) on a Council-locked limiter, finding that residents would otherwise continue to suffer public nuisance. For accuracy: the 2020 committee report records that no statutory nuisance or licensing offence was ever formally substantiated, and that the last complaint before then was in August 2018, after the limiter was imposed. Our point is not that past operators broke the law. It is that late-night music beneath and beside homes caused a conflict that needed years of Council intervention to contain, and complaints were made again under Roots, in 2024 and July 2025.

- **The landlord, not the bar, paid for the building.** The applicant's company bought the building in late 2014, during Bar 42's tenancy, and the business operated on tight margins throughout. The money spent on the building came from the landlord, not the bar. In 2018 the landlord carried out repair and redecoration works costing £109,170. In September 2018 its solicitors wrote to the operator that he had not paid his share of those works under the lease (£26,857.50), nor his share of the new water and electricity supplies. None of these sums was ever paid. Beyond the £5,000 of crowdfunded soundproofing, the operator made no recorded investment in the bar: when he left in early 2022 it was worn and in need of full refurbishment, which Roots carried out in 2024 and still could not make the business pay.
- **Its end.** In July 2021 a new 10-year lease was granted to Bar 42's operator, with a clause prohibiting live music because of the history of complaints. The business was already on the market: on 9 July 2021, before the new lease was even signed, Bar 42 was advertised on Rightmove as a leasehold bar for sale at £74,950. By 4 November 2021, barely three months later, the operator's solicitors had sent the landlord a licence to assign the lease, and on 14 January 2022 it was assigned, with the landlord's consent, to Roots (Worthing) Ltd. He did not keep the bar once live music was removed.
- **Roots.** Roots ran a cocktail bar, not a music venue, and refurbished the premises in 2024, but could not make the business pay. It left at the first opportunity the lease allowed. On 22 September 2025 its director wrote asking the landlord "as a matter of urgency" for the wording needed to exercise the year-5 break clause, "so that we can conclude this matter in the allotted time". Roots served notice the next day, inside the deadline of 30 September, stopped trading straight away, and in early October handed over keys giving the landlord access to the premises for the rest of the lease. It then paid the rent in full on the empty unit until the lease ended on 31 March 2026. Jacobs Steel's updated statement records its understanding that Roots left because the business "was not trading profitably and was significantly losing money" (para 2.4). Roots chose to close straight away even though the rent remained payable for another six months, which suggests the business was not covering its costs.

Taken together, the record shows a venue that relied on goodwill and outside funding, was unable to contribute to the upkeep of its premises, and was in repeated conflict with the flats around it, followed by a successor that could not make the business pay even after refurbishment.

"The planning history indicates that the property was a hotel in the 1940s … Bar 42 has occupied the premises since 2011." We agree with the history. It supports the change of use, for three reasons.

1. **It is a history of churn, not of a settled use.** The ground floor has been a hotel, a coffee bar, a restaurant, a club and restaurant (1975), a wine bar (1984) and a bar (2011): at least six uses, each replaced when it stopped working. A planning permission records what an owner hoped to run, not whether it succeeded. The two operators whose trading record is known, Bar 42 and Roots, both failed.

2. **Everything above the ground floor is already residential.** The building was a hotel in the 1940s, and the record shows the first floor becoming a flat in 2001. The upper floors are four self-contained flats, each with its own council tax band and utility supplies, which the applicant's company refurbished after buying the building in late 2014; they have been flats for as long as the applicant has known it. Two are let to long-term tenants and two are holiday lets. All four are occupied every night, so all are sensitive to late-night noise, and with holiday guests changing constantly, each new guest meets the problem afresh. The ground floor is the only part of the building not in residential use. The proposal makes the whole building consistent.
3. **Late-night use and the homes above have not worked together.** The most recent and best-documented chapter of that history is Bar 42 trading beneath the four flats from 2011. It produced 14 recorded noise and anti-social behaviour cases by 2015, then, after further complaints from neighbours and action by the Council's Environmental Health team, a noise limiter imposed and locked by the Council's own Licensing Sub-Committee in 2018 (not by the landlord), and finally, in line with that decision, a lease banning live music in 2021. Roots, a quieter cocktail bar, then could not make the business pay. The history set out in the policy advice ends with a use that could not be made compatible with the flats above it, and then with no use at all.

The 2020 application, and why this proposal is different. In August 2020 the Council refused permission to change Bar 42 to a restaurant (AWDM/0620/20). The single reason was the loss of a highly valued community use, a grass-roots music venue, without evidence that the premises were unsuitable for it. Three things have changed since:

- **The music venue no longer exists.** Bar 42's operator put the business up for sale in July 2021 and left in early 2022. The 2021 lease, drawn up in light of the Council's 2018 noise limits, prohibits live music, and its successor, Roots, operated as a cocktail bar. The use now being lost is a failed bar, not a music venue.
- **The unsuitability is now documented.** The Council's own Environmental Health and licensing records (above) show that music at this address caused repeated complaints from the flats above and next door, even with soundproofing and a locked noise limiter.
- **The community response has reversed.** In 2020 the application drew well over 200 objections, including from the Music Venue Trust. This application has been consulted on twice and has drawn no third-party objections.

"Montague Gardens will make the unit more desirable." We welcome the investment, but the Council has improved Montague Place twice now, in 2022 and again with the Gardens in 2026, and bars on this terrace have kept closing after both:

When	Public realm improvement	What happened to bars on this frontage
Spring 2022	Phase 1: £363,000 temporary scheme at Montague Place, with planting, seating and lighting, linking the town centre to the seafront (Sussex Express, 27 Apr 2022)	Roots refurbished in 2024 and still ceased trading in September 2025. At 37–39, Escape Bar and Grill announced plans for a refurbishment and later ceased trading
2025	Phase 2 works under way	Pier View at 37–39 Marine Parade opened July 2025 and closed December 2025
5 Sept 2026	Phase 2: Montague Gardens officially opened, a £3.1 million scheme intended to encourage footfall and support local businesses (Council, Sept 2026)	Cove at 37–39 Marine Parade closed "with immediate effect" within a fortnight. No. 42 remained on the market with no new tenant

Some £3.5 million of public investment next to the site over four years, in two phases, has coincided with a run of bar operators failing on this terrace: Roots at No. 42, and Escape Bar and Grill, Pier View and Cove at 37–39. The improvements make the area more pleasant to walk through, but they do not change the underlying problems: a seasonal, exposed location, no realistic way to cook hot food, and a bar beneath residential flats. Two occupied homes will also help keep the space next to the new Gardens cared for and overlooked, whereas a long-term vacant unit would not.

Montague Place is where the Council's investment, the pedestrianised space and a cluster of restaurants are. No. 42 sits on its edge and still could not hold a tenant. Converting it takes nothing away from that cluster: one failing bar unit on a residential terrace becomes two homes whose residents will use the restaurants there. The policy advice refers to the unit becoming "more desirable for purchase". We note that it is offered to let rather than for sale, so the practical question is whether an operator will take a lease and make it work, and a year of marketing, including the weeks since the Gardens opened, has not produced one.

What the evidence shows since the investment. The advice anticipates that the investment will make the unit more desirable, and we understand why. In practice, that expectation has already been tested twice, after Phase 1 in 2022 and after Phase 2 in September 2026, and neither has stopped bars on this terrace closing. The same is happening across the seafront and the country: Level 1 at Grafton closes in November 2026 because it is "no longer viable as a hospitality venue", and 161 pubs closed nationally in the first three months of 2026. The new Gardens also mainly bring daytime visitors, while a bar here trades at night, when only about one in five town-centre visits are made. No. 42 has been on the market throughout, including since the Gardens opened, without securing a tenant, and Jacobs Steel has had no enquiries since it opened (statement para 6.4). We would respectfully suggest that the same investment is unlikely to produce a different result now, and ask the Council to give weight to what has actually happened here.

"Active uses are expected and will be supported here." The experience of neighbouring venues suggests that demand is weak. Since mid-2025, bars on this stretch of the seafront have opened and closed in quick succession:

Venue	Location	What happened	Source
Escape Bar and Grill, then Pier View, then Cove Bar & Lounge	37–39 Marine Parade: the same terrace, frontage and postcode (BN11 3QA) as No. 42, a few doors along	Escape Bar and Grill announced plans for a refurbishment and later ceased trading. Pier View opened July 2025 and closed December 2025. Relaunched as Cove on 1 May 2026, then shut "with immediate effect" in September 2026 after four months	V2 Radio (Escape refurbishment); Sussex World, 16 Sep 2026 (enclosure 6a)
Level 1	Seafront terrace, Grafton	Closing 5 November 2026; the owner says it is "no longer viable as a hospitality venue"	Sussex World, 5 Oct 2026 (enclosure 6b)
Soundcheck	40 Marine Parade, two doors along	Still trading, but on its third or fourth concept in a few years. The unit was previously Istanbul Restaurant, then re-marketed as a turnkey bar/restaurant. The current operator's company was set up in February 2024 as Play Gaming Bars Ltd and renamed in September 2024; it now runs a rock and metal bar and, according to the Food Standards Agency register, also trades under three food brands from the same premises, using its own kitchen with a flue at the rear	Companies House, company 15487208; Food Standards Agency

Three operators have come and gone in one nearby unit, two of them lasting only a few months each, and the one bar still trading on the terrace has had to keep changing what it is to stay open. Cove closed within a fortnight of Montague Gardens opening, at the end of the summer season. The evidence points to weak demand for bars in this location, not to any shortfall in how No. 42 was marketed. Keeping No. 42 for bar use would add one more vacant or short-lived venue to this frontage, not an active one.

"The loss of this unit should be resisted." Resistance is the correct starting point, and we have met it with evidence. Refusing permission would not bring back an active use; it would leave the unit empty. The advice also noted that compliance "currently [has] not been assessed". The evidence in Section 3 now allows that assessment.

No one has objected to losing the bar. The application has been consulted on twice: first in June 2026, with letters to 28 neighbouring addresses, and again in August–September 2026 after the description was corrected to the sui generis drinking establishment use. No third-party objections were received in either round. The Worthing Society raised no objection and found no adverse effect on the conservation area. No technical consultee objects either: Highways, Southern Water and the Council's drainage consultant all raise no objection. No resident, business or community group has raised the loss of the bar as a concern.

5. The frontage, conservation area and amenity

The terrace is residential in character, with no shops on it, so the change would not break a continuous active parade.

- **Neighbouring buildings.** The enclosed Frontage Survey (7 October 2026, enclosure 3) found no retail units on the terrace. No. 41 (Oyster Court) next door is six flats from ground to second floor, and flats occupy the upper floors of every building from No. 37 to No. 42, including four above No. 42. The only commercial uses are Soundcheck bar (No. 40), Cove (37–39, closed September 2026) and a dental practice (No. 36). No. 42 is the end of the terrace; beyond the pedestrianised Montague Place to the west, about 50 metres away, Beaulieu Court (No. 43) is ten flats. Of the 28 addresses the Council notified on 18 June 2026, 25 are flats.
- **Worthing Society.** It raised no objection, noting that "there seem to be others in the terrace without commercial use at ground floor level", that residential use avoids pressure for forecourt structures (the scheme's only forecourt structure is a small refuse store, far less intrusive than the tables, screens, heaters and parasols a bar terrace brings), and that there would be no adverse effect on the conservation area.
- **The wider seafront.** Active uses remain concentrated around the pier, Montague Street and Montague Place, where the restaurant cluster is. One vacant unit at the end of a residential terrace is not what sustains that offer.

A bar or music venue also sits poorly beneath four flats and next to the six flats of Oyster Court. The previous operators traded under these constraints, and Jacobs Steel identifies the noise restrictions that follow from the homes above and next door as a significant obstacle to securing a hospitality tenant (statement paras 10.5 and 10.6). Reintroducing a late-night licensed use here would bring a known amenity conflict back; residential use removes it. The Council's records confirm the conflict: Environmental Health logged 14 noise and anti-social behaviour cases between 2011 and 2015, and the Licensing Sub-Committee capped late-night recorded music at 70 dB(A) in 2018. The complaints did not come only from the flats in the applicant's own building: the residents who objected to the licence in 2018 included occupiers of Oyster Court (No. 41) next door and of Beaulieu Court (No. 43), about 50 metres away beyond Montague Place: separate buildings in other ownership. The Local Plan points the same way. DM13 d) and paragraph 5.187 support evening and night-time uses only where their effect on residents can be controlled, and paragraph 5.194 asks that proposals for

drinking establishments take into account "the impact on residential amenity", with advice from Environmental Health and Licensing. Here that advice was given over many years, and the history shows that the effect could not be controlled.

The flats above are part of Worthing's visitor economy too. Two of the four flats are holiday lets, so on any night visitors to Worthing are sleeping directly above the unit. They come for the seafront position and spend their money in the town's cafés, restaurants, shops and attractions throughout the year, and their reviews shape whether others choose to stay. A late-night bar beneath them would damage the very visitor experience that SS3(e), paragraph 5.184 and DM12 aim to support. DM12 a) supports tourism facilities only where they are "acceptable in environmental and amenity terms". Two quiet homes below protect the guests staying above; a bar would put their stay at risk, and with it the guests' view of the town.

We note Environmental Health's request of 29 July 2026 for a ProPG noise assessment and mitigation scheme, covering ventilation and overheating. Given the four existing flats above the unit and the residential flats along the terrace, we ask that this be secured by a pre-commencement condition requiring an assessment and mitigation scheme to be approved before work begins. We are happy to agree the wording. The assessment would also cover noise from the bar at No. 40, so that good insulation and ventilation protect the new residents and the existing venue alike. That is the approach NPPF Policy P4 requires: existing businesses should not have "unreasonable restrictions placed on their current or permitted operation" as a result of new development, and the new flats will be designed so that Soundcheck can keep trading as it does now.

6. National policy and the planning balance

The revised National Planning Policy Framework, published on 17 August 2026, applies to this decision. It actively supports homes in town centres and the reuse of vacant buildings, and the benefits here clearly outweigh the limited harm from losing a unit that cannot be let.

- **Policy TC2 (development in town centres):** "substantial weight should be given to the benefits of… supporting the overall vitality and viability of the centre, including where this can be achieved through the diversification of uses, intensification and provision of residential accommodation". The proviso in TC2(1)(a), that this should not conflict with development plan policies for specific locations, does not displace that weight here. DM13 c) iii) does not prohibit residential use in the Seafront Area; it resists the loss of active uses unless the loss is justified, and Sections 3 to 5 provide that justification. The proposal therefore does not conflict with it.
- **Policy TC2(1)(b):** substantial weight is also given to "improving or retaining access to local shops and other facilities which provide day-to-day services for the local community". None is lost: the terrace has no shops (enclosure 3).
- **Policy L2 (making effective use of land):** substantial weight should be given to the benefits of "making better use of vacant and underutilised land and buildings" and "creating additional homes or floorspace within settlements". The scheme does both, bringing a building that has stood empty for a year back into use as two homes.
- **Housing:** the scheme adds two homes in a borough with well-documented housing pressure, a benefit to be weighed in its own right.
- **Sustainability:** WSCC Highways confirms the site is within walking and cycling distance of services and public transport, with no highway objection.

Harm	Benefits
Loss of one ground floor unit from the seafront area, which has been vacant since September 2025 and has not been let after 12 months of marketing, despite five formal offers	Two new homes in a vacant town-centre building, in a highly sustainable location: substantial weight under NPPF TC2 and L2

Harm	Benefits
	A vacant frontage brought back into use and maintained
	Removes the amenity conflict between a late-night venue and existing flats
	No harm to the conservation area (Worthing Society); the forecourt carries only a low timber refuse store instead of bar seating, screens and parasols
	No objection from Highways, Southern Water or the Council's drainage consultant (WSP)

Given the evidence that an active use will not return, and the substantial weight national policy now gives to homes that bring a vacant town-centre building back into use, the weight attached to the loss of the bar use is limited, and the balance favours approval.

7. Conclusion and request

The evidence justifies the change of use under SS3(e) and DM13 c) iii), and we ask that the application be approved with appropriate conditions. These could include cycle parking (as Highways recommends), flood resilience measures (as WSP recommends), a pre-commencement condition requiring a ProPG noise assessment and mitigation scheme to be approved before work begins, and details of the refuse and cycle stores (materials and finish) to be approved before first occupation.

If officers still have concerns, we would welcome a short meeting before any decision, so they can be addressed directly. That could include whether part of the frontage could accommodate a small active use as part of the scheme.

Correction to the application form. The application form gives the date the last use ended as 14 May 2026. That is incorrect. Roots ceased trading in September 2025, having served notice on 23 September 2025 under the break clause, and vacated on 29 September 2025. The premises have been vacant since then, and the lease ended on 31 March 2026. Please treat this as correcting the form.

Sources for national policy: National Planning Policy Framework (MHCLG, 17 August 2026), Policies TC2, L2, HC6 and P4.

Sources for footfall and parking: Huq footfall report, Worthing Town Centre, Q3 2025; Council news release, Grafton car park closure, May 2025; Council news release, Grafton redevelopment decision.

Sources for rents: ONS CPI index D7BT; James & James, 40 Marine Parade; OnTheMarket, 40 Marine Parade; Newlands, 37–39 Marine Parade.

Source for national closures: Morning Advertiser, 5 May 2026, reporting BBPA figures for Q1 2026.

Enclosures

1. Updated, signed marketing and viability statement, Jacobs Steel Commercial, covering 13 Oct 2025 – 13 Oct 2026 (signed 14 Oct 2026), including all offers, the enquiry and viewing logs and the Rightmove statistics
2. Marketing letter, Justice & Co Commercial (written April 2026; the 2025 date on the letter is a typing error; its figure of £22,500 "in January 2026" should read £22,000, the rent the landlord instructed both agents to quote from 4 February 2026)
3. Frontage Survey and Photographic Record, 7 October 2026, including Figure 1 (Town Centre Insert Map extract); amended 14 October 2026 to update its NPPF reference to Policy TC2
4. Policy Designation Statement, Deadspace Designs

5a. Plans and elevations, drawing DS/MARINEGF/01 rev 4 (9 June 2026), Deadspace Designs

5b. Section through the existing ground floor, Deadspace Designs (5a and 5b as already submitted with the application; copies enclosed for ease of reference)

6. Press reports and 2017 sale particulars (one PDF): printouts of the Sussex World (sussexexpress.co.uk) reports on the closures of Cove (6a, 16 Sep 2026) and Level 1 (6b, 5 Oct 2026), and the 2017 Marshall Clark sale particulars for Bar 42 (6c)