

Dated 20 October 2022

BY:

(1) MAURICE PHILIP BAILLIE

and

(2) CASTLE PROPERTY DEVELOPMENTS LIMITED

to

(3) ARUN DISTRICT COUNCIL

and

(4) WEST SUSSEX COUNTY COUNCIL

UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country Planning Act 1990
relating to Land known as The Cottage, Shripney Road, Shripney, West
Sussex PO22 9PA

Freeths LLP
80 Cumberland Place
Mount Street
Nottingham
NG1 6HH

Arun District Council Planning Application Reference: BE/176/21

THIS UNILATERAL UNDERTAKING is made the 20th day of ✓ 2022
October

BY

MAURICE PHILIP BAILLIE of The Cottage, Shripney, Bognor Regis West
Sussex PO22 9PA ("the Registered Proprietor")

And

CASTLE PROPERTY DEVELOPMENTS LIMITED incorporated and
registered in England and Wales with company number 09842142 whose
registered office is at 1 & 2 The Barn West Stoke Road, Lavant, Chichester,
West Sussex, PO18 9AA ("the Owner")

TO

ARUN DISTRICT COUNCIL of Civic Centre, Maltravers Road, Littlehampton
BN17 5LF ('ADC')

and

WEST SUSSEX COUNTY COUNCIL of County Hall, Chichester, West
Sussex PO19 1RQ ("WSCC")

DEFINITIONS

In this Undertaking, unless the context otherwise requires, the following
words, expressions and phrases shall have the meanings hereby ascribed to
them:

"Act"

shall mean the Town and Country
Planning Act 1990.

"ADC Monitoring Fee"

means the sum of £450 (FOUR
HUNDRED AND FIFTY POUNDS)

	payable to ADC in line with Regulation 122(2A) of CIL in accordance with paragraph 1 of the Third Schedule in respect of the cost of monitoring the delivery of the planning obligations.
"Application"	shall mean the application for planning permission for the Development of the Land made to ADC and allocated reference number BE/176/21.
"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
"Commencement of Development"	shall mean the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Undertaking and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the term "Commence the Development" shall be construed accordingly.

"WSCC Contributions"	means all of the following which are payable in accordance with the Fourth Schedule: (a) highways travel plan monitoring fee in the sum of £3,500 payable to WSCC; (b) libraries contribution in the sum of £12,333 payable to the WSCC; and (c) fire and rescue contribution of £953 payable to WSCC.
"WSCC Monitoring Fee"	means the sum of £600 (SIX HUNDRED POUNDS) payable to WSCC in line with Regulation 122(2A) of CIL in accordance with paragraph 2 of the Fourth Schedule in respect of the cost of monitoring the delivery of the planning obligations
"Development"	shall mean the erection of a 66 bed residential care home for the elderly with associated works on the Land.
"Interest Rate"	means the rate 4% above the base rate from time to time of the Bank of England applicable at the Specified Date or the actual date on which the relevant obligation under this Undertaking is paid whichever is the higher.
"Land"	shall mean The Cottage, Shripney Road, Shripney, West Sussex PO22 9PA currently registered at HM Land Registry under Title Number WSX224893 which is the subject of

	the Application and shown edged red on the Plan.
"Payment Notice"	means the Payment Notice set out in the Fifth Schedule
"Plan"	shall mean the plan attached to this Undertaking at the First Schedule
"Planning Permission"	shall mean planning permission granted by the Council in pursuance of the Application in substantially similar form to the draft planning permission attached to this Undertaking at the Second Schedule.
"Transfer"	the Transfer of the Land dated 7 June 2022 made between (1) the Registered Proprietor and (2) the Owner a copy of which is annexed.
"Undertaking"	means this unilateral undertaking made under Section 106 of the Act.
"Working Days"	means a weekday (Saturdays, Sundays and public holidays days excepted) and "Working Days" shall be construed accordingly

WHEREAS

- (1) ADC is the local planning authority for the purposes of the Act for the area within which the Land is situated.
- (2) WSCC is a planning authority and the local highway authority for the area in which the Land is situated and shall be responsible for enforcing this Undertaking so far as libraries, fire and rescue services and highways matters are concerned.

- (3) The Registered Proprietor is currently registered as the freehold owner of the Land and the Owner is the beneficial owner and is to become the registered owner of the Land pursuant to the Transfer which is currently pending registration at HM Land Registry
- (4) The Owner has applied for Planning Permission for the Development of the Land
- (5) ADC's Planning Committee has resolved at its meeting on 27 April 2022 that it is minded to grant Planning Permission for the Development subject to (and simultaneously with) the completion of this Undertaking from the Registered Proprietor and the Owner under S106 of the Act without which the Council would not have been willing to grant Planning Permission for the Development.
- (6) Accordingly, the Registered Proprietor and the Owner have agreed to give this Undertaking to give planning obligations to ADC and WSCC upon the terms and subject to the conditions herein

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. LEGAL BASIS

- 1.1 This Undertaking is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers, to the intent that the obligations undertaken by the Registered Proprietor and the Owner in the Third Schedule and Fourth Schedule below shall be planning obligations for the purpose of that section.
- 1.2 The Registered Proprietor and the Owner undertake to the intent that the obligations of this clause and of the Third Schedule and Fourth Schedule shall be binding upon the Land and the successors in title of the Registered Proprietor and the Owner to the whole or any part or parts of

the Land and that the Registered Proprietor and the Owner shall observe and perform the obligations set out in the Third Schedule and Fourth Schedule.

1.3 This Undertaking constitutes a deed.

1.4 No provisions of this Undertaking shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

2 NOTICES

2.2 Any notice or other communication to be given under or in connection with this Undertaking must be in writing and must be:

2.2.1 Delivered by hand;

2.2.2 Sent by recorded delivery post or other next working day delivery service; or

2.2.3 Sent by email to planning@arun.gov.uk quoting the Application number.

2.3 Any notice or other communication to be given under this Undertaking must be sent to the Registered Proprietor, Owner, WSCC and ADC (as appropriate) as follows:

2.3.1 To ADC at: Civic Centre, Maltravers Road, Littlehampton BN17 5LF marked for the attention of the Planning Department and quoting the Application number or by email to planning@arun.gov.uk quoting the Application number;

2.3.2 To WSCC at: at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester PO19 1RQ quoting the Application number;

2.3.3 To the Registered Proprietor at The Cottage, Shripney, Bognor Regis West Sussex PO22 9PA

2.3.4 To the Owner at marked for the attention of Julian Chatterton(Ref: 1 & 2 The Barn West Stoke Road, Lavant, Chichester, West Sussex, PO18 9AA

or at such other address as the Registered Proprietor and the Owner, WSCC and ADC (as appropriate) shall specify by written notice.

2.4 Any notice or other communication given in accordance with clause 2.2 or 2.3 will be deemed to have been received:

2.4.1 If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;

2.4.2 If sent by recorded delivery or other next working day delivery service at 9 am on the second Working Day after posting

2.4.3 If sent by email to ADC at planning@arun.gov.uk provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day.

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

3 CHANGE IN OWNERSHIP

The Owner agrees with ADC, WSCC and the Registered Proprietor to give ADC, WSCC and the Registered Proprietor immediate written notice of any change in ownership of any of its interests in the Land occurring before all the planning obligations under this Undertaking 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 Land purchased by reference to a plan save for it is acknowledged by the parties that the Land is subject to the Transfer and on completed registration of the Owner's application to register the Transfer with HM Land Registry, the Owner will send a copy of the registered title of the Land to ADC, WSCC and the Registered Proprietor.

4 CONDITIONALITY

4.2 In the event that the Application or any planning condition is subject to an appeal then each planning obligation in this Undertaking is also conditional upon:

4.2.1 The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:

4.2.1.1 Necessary to make the Development acceptable in planning terms;

4.2.1.2 Directly related to the Development;

4.2.1.3 Fairly and reasonably related in scale and kind to the Development; and

4.2.1.4 Complies, in all other respects, with Regulation 122 of the CIL Regulations.

5. MISCELLANEOUS

5.1 This Undertaking is governed by and interpreted in accordance with the laws of England and Wales.

5.2 References to the Owner in this Undertaking, shall include its successors in title and to any person deriving title through or under them and references to ADC and WSCC shall include any statutory successor body to its functions of local planning authority under the Act.

5.3 Insofar as any clause or clauses of this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.

5.4 This Undertaking shall constitute a local land charge and shall be registered as such by ADC but after having been fully discharged to the reasonable satisfaction of ADC it shall be removed from the register of local land charges upon the written request of the Registered Proprietor and the Owner or any successor in title to the Land.

- 5.5. The obligations in the Fourth Schedule shall take effect only upon the Commencement of Development pursuant to the Planning Permission save for paragraph 2 of the Fourth Schedule which shall take effect immediately upon completion of this Undertaking.
- 5.6 This Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the applicant) is modified by any statutory procedure or expires prior to the Commencement of Development.
- 5.7 No person shall be liable for any breach of any of the obligations or other provisions of this Undertaking after it shall have parted with its entire interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 5.8 The Registered Proprietor will be released from all existing and future breaches obligations or other provisions of this Undertaking on completed registration of the Transfer with HM Land Registry
- 5.9 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.

6. FUTURE SECTION 73 CONSENT

In the event that an application is made pursuant to Section 73 of the Act to carry out the Development without complying with a condition or conditions attached to the Planning Permission and planning permission is granted in respect of the application (and ADC and WSCC are satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Undertaking shall also be to the new planning permission granted pursuant to Section 73 of the Act and this Undertaking

shall apply to and remain in full force in respect of that new planning permission without the need for a further Undertaking to be entered into pursuant to Section 106 of the Act.

7. INDEX LINKED

Any sums payable by the the Owner under this Undertaking shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Undertaking
- C is the Building Cost Information Service National All-In Tender Price Index for ~~the~~ ^{at} ~~the quarter preceding the Specified Date~~ ^{date payments falls due} for the WSCC Contributions and the Retail Prices Index for the ADC Contributions
- D is the Building Cost Information Service National All-In Tender Price Index for ~~the~~ ^{at} ~~the quarter preceding the date of this Undertaking~~ ^{the 25th January 2022} and the Retail Prices Index for the ADC Contributions
- $\frac{C}{D}$ is equal to or greater than 1

8. INTEREST

Interest will be paid on sums due to ADC and WSCC under this Undertaking, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate.

9. DISPUTE RESOLUTION

- 9.1 Where any matter the subject of this Undertaking shall be in dispute, the Registered Proprietor, Owner, ADC and WSCC shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
- 9.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for

determination in accordance with the provisions of this clause on the reference of the Registered Proprietor, Owner, ADC or WSCC (as may be appropriate).

- 9.3 In the case of any legal requirement or interpretation or other matter regarding this Undertaking the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Registered Proprietor, Owner and ADC or WSCC (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and
- 9.4 The determination of the expert (including any determination as to the responsibility for the payment of his own costs and those of the Registered Proprietor, Owner, ADC and WSCC) shall be final and binding upon the Registered Proprietor, Owner, ADC and WSCC and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 9.5 The terms of reference of any expert appointed to determine a dispute, disagreement or difference shall include the following:
 - 9.5.1 The expert shall call for representations from the Registered Proprietor, Owner, ADC and WSCC (as the case may be) within 21 days of a reference to them under this Undertaking and require them to exchange representations within this period;
 - 9.5.2 The expert shall allow the Registered Proprietor, Owner, ADC and WSCC 14 days from the expiry date of the period referred to in 9.5.1 above to make counter representations
 - 9.5.3 Any representations or counter representations received out of time may be disregarded by the expert
 - 9.5.4 The expert shall provide the Registered Proprietor, Owner, ADC and WSCC with a written decision (including his reasons) within 28 days of the last date of receipt of counter representations and he shall be entitled to call for such independent expert as they shall think fit.
 - 9.5.5 The expert's costs and the costs of any independent expert advice called for by the expert shall be included in the award.

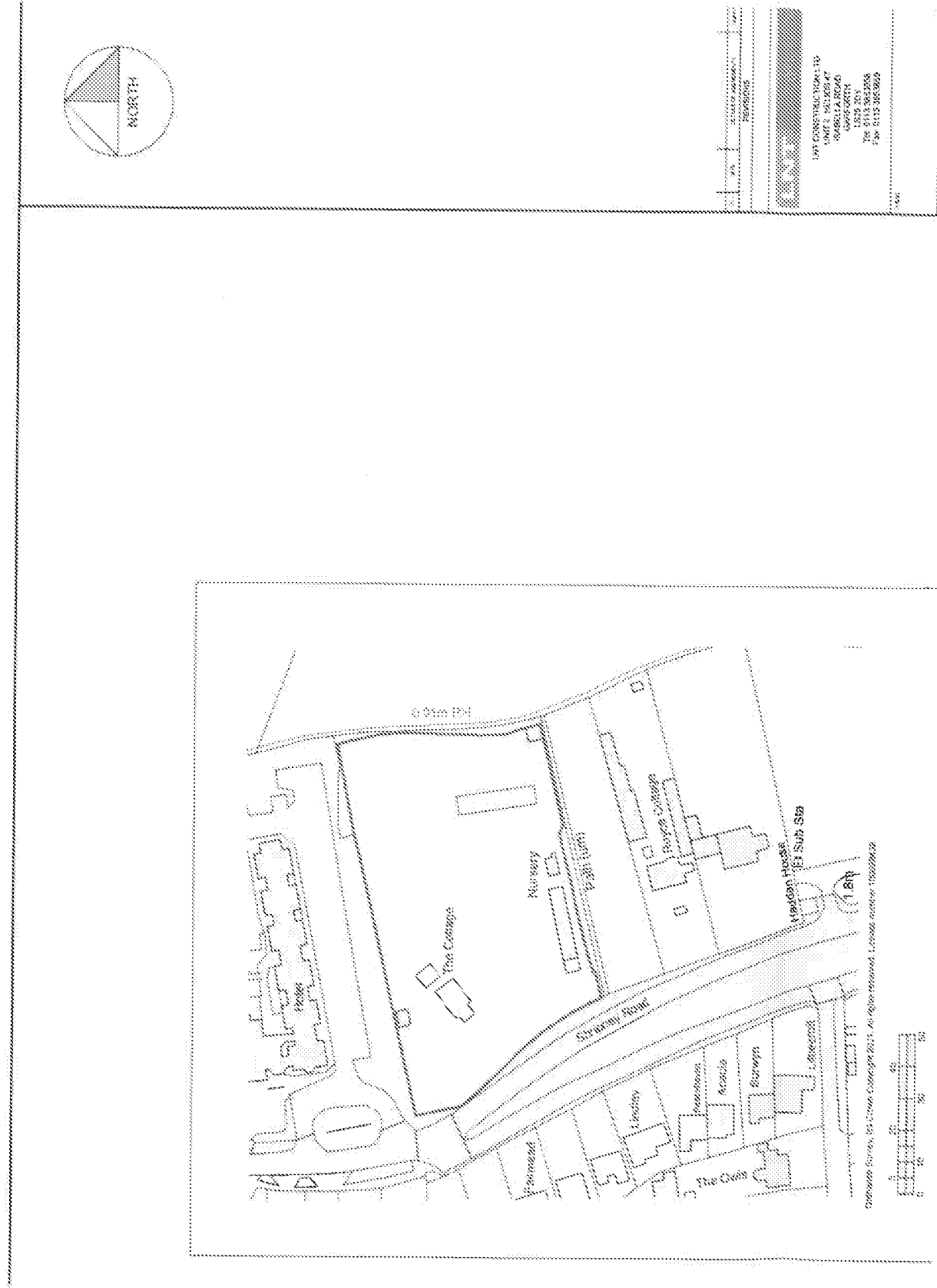
10 COSTS

- 10.1 The Owner shall pay ADC's reasonable legal costs incurred in the preparation and negotiation of this Undertaking.
- 10.2 The Owner shall pay WSCC's reasonable legal costs incurred in the preparation and negotiation of this Undertaking.

IN WITNESS whereof this Undertaking has been executed as a Deed in the manner hereinafter appearing and delivered the day and year first before written.

THE FIRST SCHEDULE

The Plan



THE SECOND SCHEDULE

The draft planning permission

Demolition of existing dwelling and ancillary outbuildings and erection of a 66 bedroom care home with associated access, parking and landscaping. This site is in CIL Zone 3 (Zero Rated) as other development & is a Departure from the Development Plan.

The Cottage
Shripney Road
Bognor Regis

RECOMMENDATION

ACS - App Cond sub to S106

- 1 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 (as amended).

- 2 The development hereby approved shall be carried out in accordance with the following approved plans:

PO22 9AP-A-01 Location Plan;
PO22 9AP-A-04 Proposed Floor Plans;
PO22 9PA-A-05-1 Proposed Courtyard Elevations 1 & 2;
PO22 9PA-A-05 Proposed Elevations;
PO22-9PA-03 Rev A Proposed Site Plan;
PO22 9PA-A-06 Proposed 66 Bed Care Home Visuals;
2109058-05 Proposed Footway Arrangements;
2109058-06 Site Access Visibility; and
2109058-07 Pedestrian Crossing Visibility.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policies T SP1, QE SP1, D DM1 and ENV DM4 of the Arun Local Plan.

- 3 The development shall be carried out in complete accordance with mitigation measures and enhancements set out in section 4.0 of the Bat Report 2021 and section 4.0 of the Preliminary Ecological Appraisal June 2021. In addition, two bat bricks should be integrated into the building onsite facing south/south westerly positioned 3-5m above ground, two hedgehog nesting boxes provided on the site and bird boxes installed on the building and/or trees within the site.

Any brush piles, compost or debris piles on the site must only be removed outside of the hedgehog hibernation period (mid-October to mid-March inclusive) unless first checked by a qualified ecologist. If any small mammals are found then they must be relocated away from the construction area into surrounding suitable habitats. All piles removed outside of the hedgehog hibernation period must undergo soft demolition.

Reason: To mitigate harm to wildlife and to demonstrate biodiversity net gain in accordance with Arun Local Plan policy ENV DM5 and the NPPF.

- 4 All activity at the site is to be carried out in strict accordance with the Arboricultural & Planning Integration Report, Arbortrack Systems Ltd, ref. jwmb/rpt8/thecottage/PI, 7th October 2021.

If there is deemed to be a need for any Utility Service Route connections to bisect retained tree Root Protection Areas/Zones, then prior to the installation of these, a Method Statement prepared by an Arboricultural Expert must be submitted that stipulates how this can be achieved without adverse impact on tree roots. Written approval and confirmation of acceptance of this Methodology must be issued before any Utility Service Route connections are implemented on the site.

Reason: To comply with BS5837 and Arun Local Plan policy ENV DM4 and to ensure that retained

trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised, and they can continue to enhance the landscape and amenity of the area.

- 5 No demolition/construction activities shall take place other than from 08:00 hours until 18:00 hours (Monday to Friday) and from 08:00 hours until 13:00 hours (Saturday) with no noisy work (defined as not involving any machinery/plant) on Sunday or Bank/Public Holidays.

Reason: To protect the amenity of local residents in accordance with policies QE SP1 and QE DM1 of the Arun Local Plan and the NPPF.

- 6 No delivery vehicles shall arrive or depart and no such vehicles shall be loaded or unloaded within the application site outside the hours of 07:00 to 19:00 Monday to Friday, 08:00 to 18:00 Saturday and not at any time on Sunday or Public or Bank Holidays.

Reason: To protect the amenity of local residents in accordance with policy QE DM1 of the Arun Local Plan.

- 7 Before the site is occupied or any machinery is introduced to the site or demolition work or construction work or alterations to existing ground levels takes place a PRE-COMMENCEMENT Site Meeting is to take place between the Planning Authority's Tree Officer and the Arboricultural Expert representing the site owner(s) - at this meeting all protective fencing and ground protection measures will be inspected to verify they are 'Fit for Purpose' as required under British Standard 5837:2012 and have been erected and positioned exactly as shown on the Tree Protection Plan, Appendix: A, Rev I, October 2021.

A schedule of Site Monitoring/Supervision visits and Reporting Procedures prepared by an Arboricultural Expert will be required and their extent will be agreed on at the site meeting to the satisfaction of the Planning Authority's Tree Officer.

Reasons: To comply with BS5837 and Arun Local Plan policy ENV DM4 to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised, and they can continue to enhance the landscape and amenity of the area. This is required to be a pre commencement condition because it is necessary to ensure that trees are fully protected before the ground is disturbed and works commence.

- 8 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework) unless it can be demonstrated that a fabric-first approach would achieve an equivalent energy saving. Details and a timetable of how this is to be achieved for each phase or sub phase of development, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority before any development above damp proof course (DPC) level in that phase or sub phase begins. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter.

Reason: In order to secure a reduction in energy usage across the site in accordance with national planning policy, in accordance with policy ECC SP2 of the Arun Local Plan.

- 9 No development shall commence until a mitigation and management method statement has been submitted to and approved in writing by the Local Planning Authority to provide details of how those retained hedgerows are to be protected during construction. This will be secured by fencing to create a buffer of 5m around the retained hedgerows during construction unless such a buffer is not possible due to the position of agreed buildings in which case a reduced buffer will be acceptable. The development shall thereafter proceed in accordance with the approved hedgerow protection measures.

Reason: Bats use the hedgerows for foraging, habitat and commuting and therefore in accordance with the NPPF and policy ENV DM5 of the Arun Local Plan. This is required to be a pre-commencement condition because the hedgerow protection scheme must be in place prior to construction starting.

- 10 Development shall not commence, other than works of site survey and investigation, until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage. No part of the building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with

policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because it is necessary to implement the surface water drainage system prior to commencing any building works.

- 11 The development shall not proceed until details have been submitted to and approved in writing by the Local Planning Authority for any proposals: to discharge flows to watercourses; or for the culverting, diversion, infilling or obstruction of any watercourse on or adjacent to the site. Any discharge to a watercourse must be at a rate no greater than the pre-development run-off values and in accordance with current policies. No construction is permitted, which will restrict current and future landowners from undertaking their riparian maintenance responsibilities in respect to any watercourse or culvert on or adjacent to the site.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. And to ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion. It is considered necessary for this to be a pre-commencement condition to protect existing watercourses prior to the construction commencing.

- 12 Development shall not commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

- 13 No development shall take place, including any works of demolition, until a Construction & Environmental Management Plan and accompanying Site Setup Plan has been submitted to and approved in writing by the Local Planning Authority (who shall consult with WSCC Highways, the Councils Environmental Health Officer and Ecologist as appropriate). Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. This shall require the applicant and contractors to minimise disturbance during demolition and construction and will include (but not be limited to) details of the following information for approval:

- the programme of construction works;
- the anticipated, number, frequency, types and timing of vehicles used during construction including delivery times;
- the means of access and road routing for all construction traffic associated with the development;
- provision of wheel washing facilities (details of their operation & location) and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulations Orders);
- details of street sweeping;
- details of a means of suppressing dust & dirt arising from the development;
- a scheme for recycling/disposing of waste resulting from demolition and construction works (i.e. no burning permitted);
- details of all proposed external lighting to be used during construction (including location, height, type & direction of light sources and intensity of illumination);
- details of areas for the loading, unloading, parking and turning of vehicles associated with the construction of the development;
- details of areas to be used for the storage of plant and materials associated with the development;
- details of the temporary construction site enclosure to be used throughout the course of construction (including access gates, decorative displays & facilities for public viewing, where appropriate);
- contact details for the site contractor, site foreman and CDM co-ordinator (including out-of-hours contact details);
- details of the arrangements for public engagement/consultation both prior to and continued liaison during the construction works;
- details of any temporary traffic management that may be required to facilitate the development including chapter 8 traffic signage;
- measures to minimise the noise (including vibration) generated by the construction process to include the careful selection of plant and machinery and use of noise mitigation barrier(s).

Details of how measures will be put in place to address any environmental problems arising from any of the above shall be provided. A named person shall be appointed by the applicant to deal with complaints, shall be available on site and their availability made known to all relevant parties.

The Construction & Environmental Management Plan shall also include reference measures to

minimise disturbance to bats and other wildlife during construction. This should include the briefing of site operatives and monitoring by an ecologist. In addition, all deep pits/trenches/holes/pipework greater than 200mm diameter present on the site should be secured or a means of escape provided within them during hours of darkness. All such excavations should be checked each morning. Any hazardous chemicals should also be suitably stored away so animals cannot access them.

Reason: In the interests of the safety/amenity of nearby residents & occupiers of any nearby noise sensitive premises, the safety & general amenities of the area, biodiversity (particularly bats) and in the interests of highway safety in accordance with policies D DM1, ENV DM5, QE SP1, QE DM1, QE DM2, QE DM3 and T SP1 of the Arun Local Plan and the NPPF. This is required to be a pre-commencement condition because it is necessary to have the construction site set-up agreed prior to access by construction staff.

- 14 No development above damp proof course (DPC) level shall take place unless and until details of the proposed location of the required fire hydrant has been submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service.

Prior to the first occupation of the premises, the developer shall at their own expense install the required fire hydrant in the approved location to BS:750 standards or stored water supply and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of firefighting.

The fire hydrants shall thereafter be maintained as part of the development by the water undertaker at the expense of the Fire and Rescue Service if adopted as part of the public mains supply (Fire Services Act 2004) or by the owner/occupier if the installation is retained as a private network.

Reason: In the interests of amenity and in accordance with policy INF SP1 and T SP1 of the Arun Local Plan and in accordance with The Fire & Rescue Service Act 2004.

- 15 No development above damp proof course (DPC) level shall take place until there has been submitted to, and approved by, the Local Planning Authority, a landscaping scheme including details of hard and soft landscaping and details of existing trees and hedgerows to be retained, together with measures for their protection during the course of the development.

The proposed landscape scheme will need to maximise the biodiversity of the site with the inclusion of habitat enhancements in accordance with section 4.0 of the Bat Report 2021 and section 4.0 of the Preliminary Ecological Appraisal June 2021. In addition, any trees that are felled to make way for the development should be replaced with new native species on a 2:1 basis.

The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy D DM1 of the Arun Local Plan.

- 16 No development above damp proof course (DPC) level shall take place unless and until full details of the proposed pedestrian access improvements have been submitted to and approved in writing by the Local Planning Authority (who shall consult with WSCC Highways and its own Drainage Engineers). The scheme shall take account of the comments on this application regarding the culverting of watercourses. No part of the development shall then be occupied until such time as the approved pedestrian access improvements have been constructed.

Reason: In the interests of road safety and off-site drainage in accordance with policies T SP1, T DM1 and W DM3 of the Arun Local Plan.

- 17 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes and samples of such materials and finishes to be used for external walls and roofs of the proposed care home building have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the building.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality in accordance with policies D SP1 and D DM1 of the Arun Local Plan.

- 18 Prior to the occupation of any part of the development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of 'superfast broadband' (defined as having a headline access speed of

24Mb or more) in the vicinity of the site (to the extent that such information is available). Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site will continue in accordance with the approved strategy.

Reason: To safeguard the amenities of future residents in accordance with Arun Local Plan policy TEL SP1.

- 19 Prior to the occupation of any part of the development, full details of all new external lighting (including type of light appliance, the height and position of fitting, predicted illumination levels and light spillage) shall be submitted to and approved in writing by the Local Planning Authority. The scheme should seek to conform with the recommendations of the Institution of Lighting Professionals (ILP) "Guidance Notes for the Reduction of Obtrusive Light" (GN01:2011) but also minimise potential impacts to any bats using the trees and hedgerows by incorporating the advice at section 4.4 of the submitted Bat Report 2021. The lighting approved shall be installed and maintained in accordance with the approved details.

Reason: In the interests of the amenities of the area, the site biodiversity (particularly in respect of bats), the interests of minimising crime, road safety and to minimise unnecessary light spillage outside the development site in accordance with policies QE SP1, QE DM2, T SP1 & ENV DM5 of the Arun Local Plan.

- 20 No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawings 2109058-05, 2109058-06 & 2109058-07.

Reason: In the interests of road safety and in accordance with policy T SP1 of the Arun Local Plan and the NPPF.

- 21 No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with policy T SP1 of the Arun Local Plan and the NPPF.

- 22 No part of the development shall be first occupied until the vehicle parking and turning spaces have been constructed in accordance with the approved plan. These spaces shall thereafter be retained for their designated use.

Reason: To provide adequate on-site car parking and turning space for the development in accordance with policy T SP1 of the Arun Local Plan and the NPPF.

- 23 Prior to occupation of any part of the premises, a scheme for the provision of facilities to enable the charging of electric vehicles to serve the approved care home shall be submitted to the local planning authority for approval and thereafter implemented in accordance with the approved details and the charge points shall thereafter be retained and maintained in good working condition.

Reason: New petrol and diesel cars/vans will not be sold beyond 2030, to mitigate against any potential adverse impact of the development on local air quality and to provide sustainable travel options in accordance with policies T SP1, T DM1 & QE DM3 (c) of the Arun Local Plan, the Arun District Council Electric Vehicle Infrastructure Study (November 2017) and the NPPF.

- 24 Prior to occupation of any part of the premises, a scheme and maintenance schedule for the extraction and treatment of fumes and odours generated from cooking or any other fume/odour generating activity undertaken on the premises, shall be submitted to and approved in writing by the Local Planning Authority. Any equipment, plant or process provided or undertaken in pursuance of this condition shall be installed prior to the first operation of the premises and shall thereafter be operated and retained in compliance with the approved scheme.

Reason: To protect the amenity of local residents in accordance with Policy QE SP1 of the Arun Local Plan.

- 25 Prior to occupation of any part of the premises, details of proposed grease traps/separators within the drainage serving the kitchen/s shall be submitted to and approved in writing by the Local Planning Authority. The grease trap/separator shall be of a proportionate capacity to effectively contain grease residue arising from the estimated numbers of hot meals served and the waste water flow rate. The approved drainage features shall be installed prior to the first operation of the premises and thereafter be operated and retained in compliance with the approved scheme.

Reason: To protect the amenity of local residents in accordance with Policy QE DM1 of the Arun

Local Plan.

- 26 Immediately following implementation of the approved surface water drainage system and prior to occupation of any part of the development, the developer/applicant shall provide the local planning authority with as-built drawings of the implemented scheme together with a completion report prepared by an independent engineer that confirms that the scheme was built in accordance with the approved drawing/s and is fit for purpose. The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained and in accordance with policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan.

- 27 If during development, any visible contaminated or odorous material, (for example, asbestos containing material, stained soil, petrol / diesel / solvent odour, underground tanks or associated pipework) not previously identified, is found to be present at the site, no further development (unless otherwise expressly agreed in writing with the Local Planning Authority) shall be carried out until it has been fully investigated using suitably qualified independent consultant(s). The Local Planning Authority must be informed immediately of the nature and degree of the contamination present and a method statement detailing how the unsuspected contamination shall be dealt with must be prepared and submitted to the Local Planning Authority for approval in writing before being implemented. If no such contaminated material is identified during the development, a statement to this effect must be submitted in writing to the Local Planning Authority.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment & prevention of harm to human health in accordance with Arun Local Plan policies QE SP1 and QE DM4.

- 28 All bathroom and toilet windows in the external elevations of the care home building hereby approved shall be glazed with obscured glass and permanently retained so thereafter.

Reason: To protect the amenities and privacy of future occupiers and nearby residential/hotel occupiers in accordance with policies D DM1 and QE SP1 of the Arun Local Plan.

- 29 The proposed first floor end corridor windows on the twin wings of the southern elevation of the building (adjacent to rooms 41 & 33) shall at all times be glazed with obscured glass and permanently retained so thereafter.

Reason: To protect the amenities and privacy of future occupiers and the nearby residential occupier in accordance with policies D DM1 and QE SP1 of the Arun Local Plan.

- 30 INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. 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.

- 31 INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to:

(1) A contribution of £12,333 to provide additional facilities at a new Tier 7 community library facility in Bersted. However, if a site does not come forward then the contributions will be spent on providing additional facilities at the nearest existing library.

(2) A contribution of £953 to be used towards supply and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in the West Sussex Fire Rescue Services Southern Area serving Bersted.

(3) A Travel Plan and its associated monitoring fee (£3,500 at the time of writing for monitoring and auditing of the Travel Plan).

- 32 INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk. Please read the New Connections Services Charging Arrangements documents which is available to read on the following website: <https://beta.southernwater.co.uk/infrastructurecharges>.

- 33 INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The infiltration tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method. All design storms must include a climate change allowance of 40% on stored volumes or

rainfall intensity. Infiltration structures must cater for the critical 1 in 10 year storm event, (plus 40%) between the invert of the entry pipe to the soakaway and the base of the structure. The design must also have provision to ensure there is capacity in the system to contain the critical 1 in 100 year storm event (plus 40%).

Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest groundwater table in support of the design. The applicant is advised to discuss the extent of ground water monitoring with the council's engineers.

Supplementary guidance notes regarding surface water drainage are located at <https://www.arun.gov.uk/drainage-planning-consultations> on Arun District Council's website. A surface water drainage checklist is available on Arun District Council's website, this should be submitted with a Discharge of Conditions Application.

- 34 INFORMATIVE: Under Section 23 of the Land Drainage Act 1991 Land Drainage Consent must be sought from the Lead Local Flood Authority (West Sussex County Council), or its agent (Arun District Council land.drainage@arun.gov.uk), prior to starting any works (temporary or permanent) that affect the flow of water in an ordinary watercourse. Such works may include culverting, channel diversion, discharge of flows, connections, headwalls and the installation of trash screens. The development layout must take account of any existing watercourses (open or culverted) to ensure that future access for maintenance is not restricted. No development is permitted within 3m of the bank of an ordinary watercourse, or 3m of a culverted ordinary watercourse.
- 35 INFORMATIVE: If during construction works, it becomes apparent that implementation cannot be carried in accordance with previously agreed details any resubmission of the drainage design must be accompanied by an updated copy of the management manual.
- 36 INFORMATIVE: A surface water drainage verification condition guidance note is available at <https://www.arun.gov.uk/drainage-planning-consultations>, this clearly sets out our requirements for discharging this condition.
- 37 INFORMATIVE: The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.
- 38 INFORMATIVE: The applicant should note that there is a Public Right of Way running adjacent to the southern site boundary and steps must be taken to ensure this is not interfered with or blocked. If there is a need to temporarily close this path due to this proposed development then WSCC's PROW team can be approached for advice on the legal process required to be followed. The path can only be closed if there is a risk to the health and safety of lawful public path users. It is also important to note that if there is any proposal to change the adjacent hedge then any encroaching vegetation on the public footpath is the landowners responsibility to cut back so the usable width of the footpath is not restricted at any stage. The surface of the footpath cannot be disturbed as part of this proposed development without prior consent from WSCC's PROW team. If surface disturbance is required then a temporary closure will be required and the details of the works and specification for reinstatement must also be approved by the PROW team before works commence. Any drainage linked with this development that may impact the public footpath will also require approval by WSCC's PROW team prior to any works taking place.
- 39 INFORMATIVE: We encourage the highest practicable standards of building insulation and use of renewable forms of heating (such as ground and air source heat pumps) as opposed to natural gas boilers where possible. This action would contribute to the improvement of local air quality and reduce overall GHG emissions in the long term. If any heat pumps are to be included in the development the applicant shall be required to demonstrate that any pump/s meets the criteria detailed in the Micro Certification Scheme planning standards (MCS 020).
- 40 INFORMATIVE: The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, buildings, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.
- 41 INFORMATIVE: This notice does not give authority to destroy or damage a bat roost or disturb a bat. Bat species are protected under Section 39 of the 1994 Conservation (Natural Habitats etc.) Regulations (as amended), the 1981 Wildlife and Countryside Act (as amended) and the 2000 Countryside and Rights of Way Act. It is illegal to damage or destroy any bat roost, whether occupied

or not, or disturb or harm a bat. If you are aware that bats roost in a tree(s) for which work is planned, you should take further advice from Natural England (via the Bat Conservation Trust on 0345 1300228) or an ecological consultant before you start. If bats are discovered during the work, you must stop immediately and contact Natural England before continuing.

THE THIRD SCHEDULE

The Registered Proprietor and Owner's covenants with ADC

- (1) Prior to the Commencement of the Development to pay to ADC the ADC Monitoring Fee together with submission of the completed Payment Notice.
- (2) Shall not cause or permit the Development to be Commenced until the ADC Monitoring Fee has been paid to ADC.

FOURTH SCHEDULE

The Registered Proprietor and the Owner's covenants with WSCC

The Registered Proprietor and the Owner undertake to WSCC as follows:

- (1) To pay the WSCC Contributions to WSCC prior to the Commencement of Development pursuant to the Planning Permission and not to Commence the Development until the WSCC Contributions have been paid to WSCC .
- (2) On completion hereof to pay to WSCC the WSCC Monitoring Fee
- (3) In the event of any failure to make payment in accordance with paragraph (1) above the Registered Proprietor and the Owner will pay interest on the sum due at the rate of four per centum (4%) above the base rate of the Co-Operative Bank PLC per day from the date the payment was due until the payment is made

FIFTH SCHEDULE

PAYMENT NOTICE

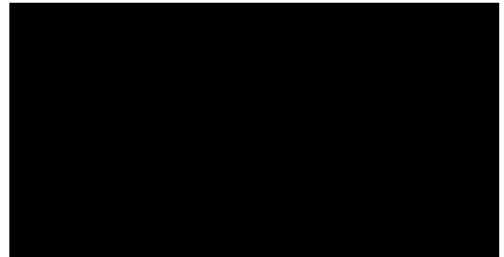
Payment of Monies due under a Section 106 Planning Obligation /
Undertaking

Please answer all the questions:

- 1 Payment to be made by / on behalf of
.....
- 2 Land at
.....
- 3 Undertaking dated
.....
- 4 Planning application reference number (where applicable)
.....
- 5 Obligation in Undertaking:

(a)	clause no.	
(b)	contribution towards	
(c)	amount of contribution due	
(d)	Date upon which contribution is due	
(e)	amount of contribution enclosed	
(f)	amount of Monitoring Fee	

**EXECUTED AS A DEED by
MAURICE PHILIP BAILLIE**



In the presence of

Witness signature

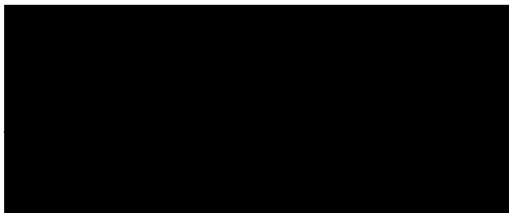
Name:

Aimee Ellery - Solicitor
52 North Street
Chichester PO19 1NQ

Address

Occupation

**EXECUTED AS A DEED by
CASTLE PROPERTY DEVELOPMENTS LIMITED**



In the presence of

Witness signature

Name:

Rueen Dalton

Address

Millstone, Sec Lane close, East Preston,
West Sussex, BN16 1NQ.

Occupation

Estimate Agent.