

SITE NOTICES

At the time of the officer's site visit a notice was satisfactorily posted as follows:-

DATE OF SITE VISIT	TIME	LOCATION OF NOTICE
29 Sept	1.45	on front door in Esplanade

At the time of the officer's site visit on the _____ at _____
a satisfactory notice was not posted. Therefore, the officer posted relevant notices as follows:-

DATE OF SITE VISIT	TIME	LOCATION OF NOTICE
29 Sept	1.45	large row front corner Went / St / Esplanade
"	"	lamp post opposite site in Lennox St


.....
Officer's Signature

29

FROM:

Delwyn Jones
Planning Solicitor
Ext: 37737
Ref: BR/239/11
Dated : 3 6 13

TO: Deeds Store Clerk

For circulation to :-

K Wells
Service Delivery and Monitoring Officer
Technical Support Unit – N Spencer and L
Coney

FOR CIRCULATION TO :-

Planning Case Officer J Baeza /D Vick
Local Land Charges Officer
Planning Admin
Accountancy
Affordable Housing

Landscapes

West Sussex County Council Infrastructure
Officer County Hall West Street Chichester
West Sussex PO19 1RW

SITE NAME: Beach House Esplanade Bognor Regis
PARTY NAME: Beach House Developments
PLANNING OBLIGATION COMPLETION
REQUEST FOR TSU TO VALIDATE APPLICATION

The above is now completed.

DEEDS STORE CLERK:

The original planning obligation is attached.

Please place the original planning Obligation attached in the Deeds Store.

Before you do so please scan one copy and forward it to the Service Delivery and Monitoring Officer. The SD&MO will then update the Ocella records and circulate it to the other addressees of this memo.

SERVICE DELIVERY & MONITORING OFFICER

Please on receipt of this memo and enclosure circulate to all the above addressees and update Ocella.

PLANNING OFFICER:

Please issue planning permission OR get TSU to validate the application as the facts of the case require.. A copy of the planning obligation is on the file.

LOCAL LAND CHARGES OFFICER:

Please register this planning obligation as a Local Land Charge. A copy of it is attached.

ALL OF YOU

A summary of the provisions of the obligation is:

Obligation	Time Limit
ADC	
Affordable housing Sum £16292	On start of development
Child Play Area Sum £2000	
West Sussex County Council	
Education £18726	
Library £1789	
Fire £218	
Waste £	

PLANNING ADMIN:

A copy is enclosed for your files. Please enter this on the Planning Register as a PE format.

The legal fees received for the preparation of this agreement were £450.00.

Delwyn Jones
Planning Solicitor



Lloyds TSB | Commercial

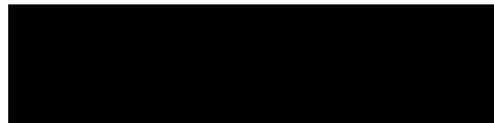
Lloyds Banking Group

1 Queen Street

Cardiff

CF10 2AF

Mr AJ Bristow
Moonrakers
Dark Lane
Bognor Regis
West Sussex
PO21 4AJ



Dated: 14 May 2013

Jamie

Please see the attached Section 106 Agreement as discussed.

Kind Regards



M
Account Manager

Lloyds TSB Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Telephone: 020 7626 1500.
Lloyds TSB Scotland plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland no. 95237. Telephone: 0131 225 4555.
Authorised and regulated by the Financial Services Authority and signatories to the Banking Codes.
We are members of the Financial Services Compensation Scheme and the Financial Ombudsman Service.



Dated: _____ 2013

Between:

- | | | |
|-----|----------------------------------|-----------------|
| [1] | Arun District Council | [The Owner] |
| [2] | Beach House Developments Limited | [Lessee] |
| [3] | Lloyds Bank PLC | [The Mortgagee] |
| [4] | Arun District Council | [ADC] |
| [5] | West Sussex County Council | [WSCC] |

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at The Beach The Esplanade Bognor Regis West Sussex**

**Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON**

Reference: BR/239/11

**Deleted: O:\users\jrc\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc**

[C:\Documents and Settings\10467271\Local Settings\Temporary Internet Files\OLH\EB\Draft Deed dated 4.4.13.doc]



1. **THIS DEED** is by undertaking and is dated _____ 2013 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("the Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owners	Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of freehold owner
Lessee	Beach House Developments Limited Co Reg No 2888015 of South Pallant House Chichester PO19 1TH
Mortgagee	Lloyds TSB Bank PLC of Leeds Securities Centre 1 Lovell Park Road Leeds LS1 4NS ~~Pandeford Securities Centre, Pandeford Business Park, Woburn~~
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of Local Planning Authority
WSCC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

Road, Wolverhampton
WV9 5HZ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX324817 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
Lessee	Leasehold owner under HMLR registered Title no WSX180917 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
	Planning Permission has been sought under Application Ref: BR/239/11 for conversion of night club into 2 town houses and 10 apartments and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of Title No WSX180917
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

- 4.1 The Planning Application has been made which the ADC as Local Planning Authority is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.

4.2 MORTGAGEES CONSENT

The Mortgagee consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a Land Charge prior to the creation of the Mortgagee's interest in the Land PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligation as if it were a person deriving title from the Lessee.

- 4.3 ADC enters into this Deed in its capacity as Freehold owner and undertakes to ADC in its capacity as Local Planning Authority.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and Lessee undertake with the ADC and WSCC to:-

- (i) make the payments specified below

Deleted: O:\users\rsc\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc



- (ii) to the payee specified below
 (iii) for the purposes specified below
 (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
WSCC	On or before Commencement of any part of the Development for the purposes of the Planning Permission	£18,726	Education Contribution to serve the Development
		£1,789	Library Contribution to serve the Development
		£218	Fire Service Contribution to serve the Development
ADC		£16,292	Affordable Housing in the whole of the Arun District
		£2,000	Children's Play Area Provision to serve the area of the Development

5.2 The Owner and Lessee undertake with ADC and WSCC not to start the Development until the payment is made.

6.1 LEGAL AND MONITORING COSTS

The Owner and Lessee undertake with ADC to :-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£100 minor application] PLUS £50 per planning obligation in the deed viz 4 x 50 = 300 TOTAL £ 300	ADC Monitoring of compliance with the Deed

Deleted: O:\users\rsc\wscc\CC
 5.479 - PO The Beach
 Esplanade wscc amends
 09.01.2012.doc

C:\Documents and Settings\1048727\Local Settings\Temporary Internet Files\OLB\EB\Draft Deed dated 4.4.13.doc

6.1 The Owner and Lessee undertake with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 . For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner and Lessee undertake with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine Commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final .

7.1.3. On Commencement of the Development the Owner and/or the Lessee will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

8.2 Index Linking

General

The Owner and Lessee undertake to ADC that any sums payable by the Owner and Lessee under this agreement 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/ Payment Date
- B is the original sum mentioned in this agreement
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date .

Deleted: O:\users\rsc\wsc\CC
5,479 - PO The Beach
Esplanade wsc amends
09.01.2012.doc



D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement

C

D is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

Specific

The Owner and Lessee undertake with ADC and WSCC that:-

8.3 . EDUCATION CONTRIBUTION

"Education Contribution means the sum of EIGHTEEN THOUSAND SEVEN HUNDRED AND TWENTY SIX POUNDS (£18,726) BUT where the Education Contribution is paid after 31 March 2012 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places (*insert number from consultation*) x Cost Multiplier

And the Cost Multiplier shall be the DfE average build cost multiplier for primary/secondary /or further secondary (*delete as appropriate*) schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution".

8.4 . INDEX LINKING CLAUSE (applicable to the Library Contribution and the Fire Service Contribution)

The Library Contribution and the Fire Service Contribution shall be increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of these Contributions

9 Interest of Payments

The Owner and Lessee undertake with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

10 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

11 . GENERAL

Deleted: O:\users\rsc\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc

- 11.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.
- 11.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.
- 11.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 11.4 This Deed confers no benefit on any Third Party under Contracts (Rights of Third Parties) Act 1999.
- 11.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 11.6 This Deed is a Local Land Charge and shall be registered as such.
- 11.9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

12. VERIFICATION OF TITLE AND OBLIGATIONS

If the Lessee is not the freehold owner of the Land when this Deed is signed then the Lessee will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

Deleted: O:\users\rsc\wscd\CC
5.479 - PO The Beach
Esplanade wscd amends
09.01.2012.doc

C:\Documents and Settings\148727\Local Settings\Temporary Internet Files\CLIEB\Draft Deed dated 4.4.13.doc



SCHEDULE 1

Commencement Notice

Pursuant to Clause 7.1.3 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

Deleted: O:\users\rscl\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc

C:\Documents and Settings\1046727\Local Settings\Temporary Internet Files\CLIEP\Draft Docs\dated 4.4.13.doc



SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

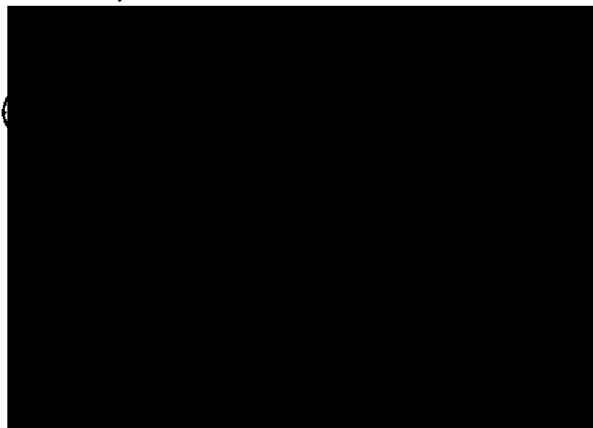
If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number *[where applicable]*
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	
[f]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF



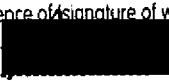
Deleted: O:\users\rsc\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc

C:\Documents and Settings\1046737\Local Settings\Temporary Internet Files\OL1 CC\Draft Deed dated 4.4.13.doc



SIGNED AS A DEED BY
THE LESSEE IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

SIGNED AS A DEED	
BY CRAIG MILLS as authorised signatory for Lloyds TSB Bank plc in the presence of (signature of witness)	Per Pro Lloyds TSB Bank plc
	
125, Colmore Row, Birmingham B3 3SF	

Deleted: O:\users\rsc\wscc\CC
5.479 - PO The Beach
Esplanade wscc amends
09.01.2012.doc

C:\Documents and Settings\1048727\Local Settings\Temporary Internet Files\Content.IE5\Draft Deed dated 4.4.13.doc



Dated: _____ 2012

Between:

- | | | |
|-----|----------------------------------|-----------------|
| [1] | Arun District Council | [The Owner] |
| [2] | Beach House Developments Limited | [Lessee] |
| [3] | Lloyds Bank PLC | [The Mortgagee] |
| [4] | Arun District Council | [ADC] |
| [5] | West Sussex County Council | [WSCC] |

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at The Beach The Esplanade Bognor Regis West Sussex**

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON

Reference: BR/239/11

1. **THIS DEED** is by undertaking and is dated _____ 2012 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("the Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owners	Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of freehold owner
Lessee	Beach House Developments Limited Co Reg No 2888015 of South Pallant House Chichester PO19 1TH
Mortgagee	Lloyds TSB Bank PLC of Leeds Securities Centre 1 Lovell Park Road Leeds LS1 1NS
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of Local Planning Authority
WSCC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX324817 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
Lessee	Leasehold owner under HMLR registered Title no WSX180917 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
	Planning Permission has been sought under Application Ref: BR/239/11 for conversion of night club into 2 town houses and 10 apartments and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of Title No WSX180917
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

- 4.1 The Planning Application has been made which the ADC as Local Planning Authority is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.
- 4.2 The Mortgagee agrees and consents to the Owner and the Lessee entering into this Deed and to the land being bound by its terms.
- 4.3 ADC enters into this Deed in its capacity as Freehold owner and undertakes to ADC in its capacity as Local Planning Authority.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and Lessee undertake with the ADC and WSCC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 . For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner and Lessee undertake with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

- 7.1.1. This Deed will take effect on the grant of the Planning Permission.
- 7.1.2. S56 of the Act will apply to determine Commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final .
- 7.1.3. On Commencement of the Development the Owner and/or the Lessee will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

8.2 Index Linking

General

The Owner and Lessee undertake to ADC that any sums payable by the Owner and Lessee under this agreement 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/ Payment Date
 - B is the original sum mentioned in this agreement
 - C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
 - D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement
- $\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

Specific

The Owner and Lessee undertake with ADC and WSCC that:-

8.3 . EDUCATION CONTRIBUTION

"Education Contribution means the sum of EIGHTEEN THOUSAND SEVEN HUNDRED AND TWENTY SIX POUNDS (£18,726) BUT where the Education Contribution is paid after 31 March 2012 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places (*insert number from consultation*) x Cost Multiplier

And the Cost Multiplier shall be the DfE average build cost multiplier for primary/secondary /or further secondary (*delete as appropriate*) schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution".

8.4 . INDEX LINKING CLAUSE (applicable to the Library Contribution and the Fire Service Contribution)

The Library Contribution and the Fire Service Contribution shall be increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of these Contributions

9 Interest of Payments

The Owner and Lessee undertake with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

10 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

11 . GENERAL

11.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.

11.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.

- 11.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 11.4 This Deed confers no benefit on any Third Party under Contracts (Rights of Third Parties) Act 1999.
- 11.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 11.6 This Deed is a Local Land Charge and shall be registered as such.
- 11.9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

12. VERIFICATION OF TITLE AND OBLIGATIONS

If the Lessee is not the freehold owner of the Land when this Deed is signed then the Lessee will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 7.1.3 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

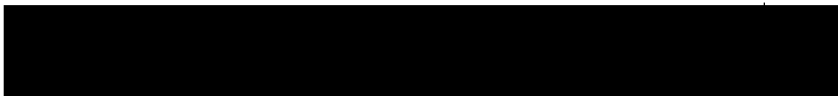
If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

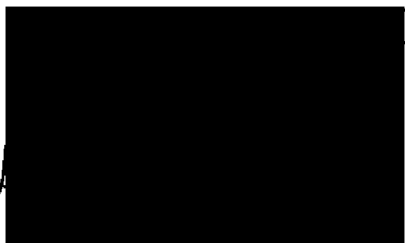
1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number *[where applicable]*.....
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	
[f]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

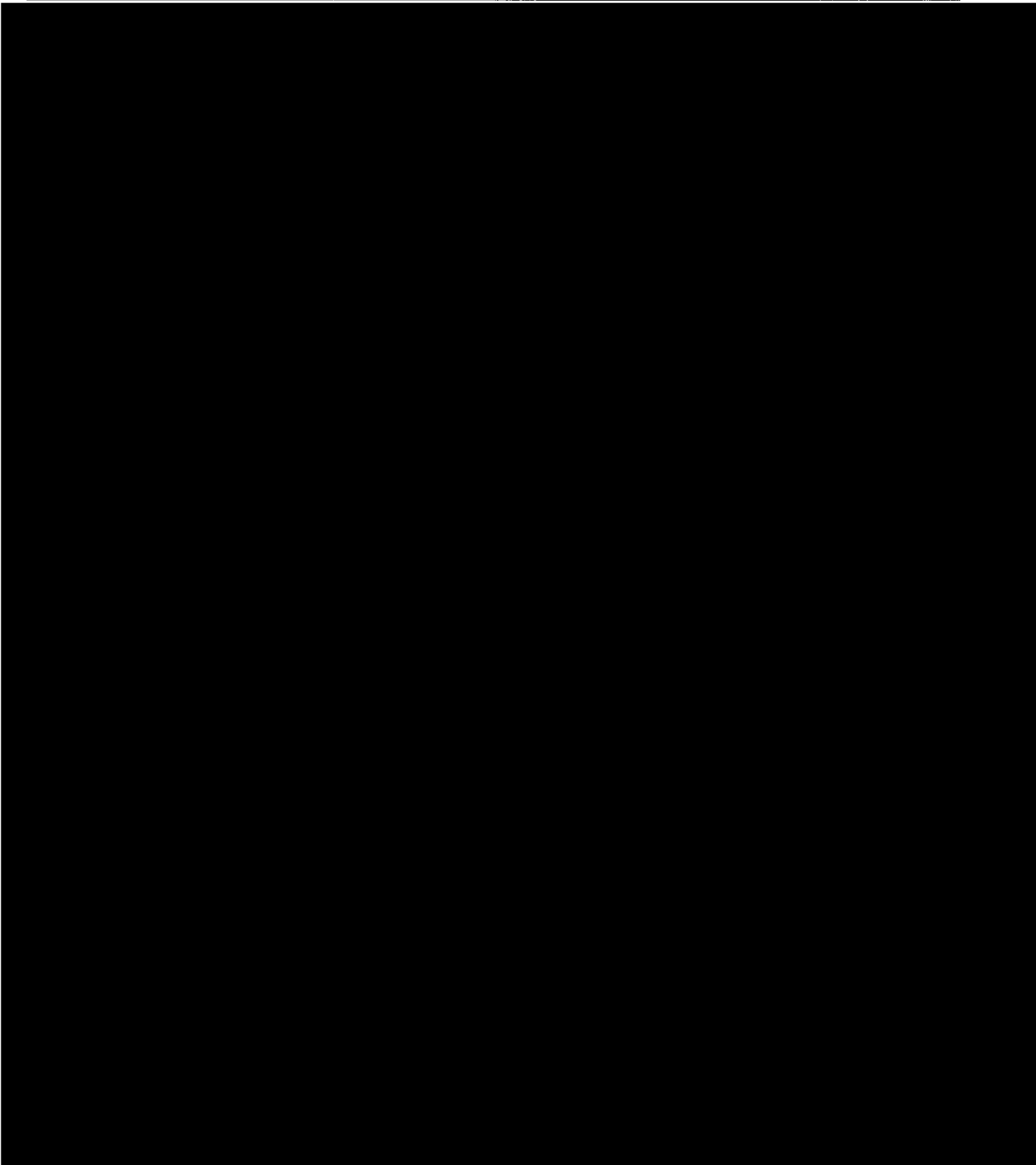
 DIRECTOR BEACHOUSE


SIGNED AS A DEED BY
THE LESSEE IN THE
PRESENCE OF



SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF







From: Delwyn Jones
Sent: 31 January 2013 14:29
To: 'jamesbristow@mac.com'
Cc: Susan Leeson; Laura Floodgate
Subject: Beach Esplanade Bognor Regis Planning Obligation
Attachments: CC5 479 - PO The Beach Esplanade wscs amends 09 01 2012.doc

Dear Mr Bristow and Colleagues,

We met today and you told me that Mrs S Leeson had requested that you sign this Deed on behalf of the Lessee, pending execution by other parties.

You also told me that the long delay in completion was due to Lloyds Bank PLC failing to sign.

This deed x5 copies will be in ADC Reception ready for you to collect and sign. A Council receptionist can witness this if you wish.

I have copied others in as well so they know the state of play. I note the last event on this file before today was 9/1/12, when the last draft was produced, so some amendments may be necessary. If so, I will tell you.

Thanks.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, [Arun District Council](http://www.arun.gov.uk) | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.



Susan Leeson

From: Susan Leeson
Sent: 01 May 2013 07:50
To: Delwyn Jones; James Clarke (jdc@bmcf.co.uk)
Cc: [REDACTED]
Subject: RE: The Beach, The Esplanade, Bognor

Dear All

My instructions are that if this is not signed by Friday 17th May, the application will be put to committee to refuse. No further delays will be permitted.

Regards

Susan Leeson

From: Delwyn Jones
Sent: 16 April 2013 14:33
To: [REDACTED]
Cc: Susan Leeson; Laura Floodgate
Subject: FW: The Beach, The Esplanade, Bognor

Dear Mr Clarke,

Thank you for the email dated 16/4/13.

My file shows that on 10 April 2013 the papers were emailed to RJ Hoare at Lloyds TSB Bank PLC for them to arrange sealing and then circulation of the papers to Beach House Developments and the two Councils for sealing.

I await the return of the papers duly signed.

Delwyn Jones.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: James Clarke [REDACTED]
Sent: 16 April 2013 12:01
To: Delwyn Jones
Subject: RE: The Beach, The Esplanade, Bognor

Delwyn

My apologies for the delay.

Have you now spoken with Mr Lloyd? I am afraid I do not have an e-mail address for him but I will try and obtain this for you if you still require it?

Kind regards

James Clarke
Associate Solicitor
Bridge McFarland

From: Delwyn Jones [mailto:Delwyn.Jones@arun.gov.uk]
Sent: 08 April 2013 15:43
To: James Clarke
Cc: Susan Leeson; [REDACTED]
Subject: FW: The Beach, The Esplanade, Bognor

James,

Thank you for your email dated 5/4/13.

Please can you advise the email for Martin Lloyd at the bank ,so I can send him a draft deed via email and a chaser email to complete.

Thank you.

Delwyn Jones.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer , Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: James Clarke [REDACTED]
Sent: 05 April 2013 16:26
To: Delwyn Jones
Subject: RE: The Beach, The Esplanade, Bognor

Dear Delwyn

Thank you for your e-mail.

I have now faxed the Bank's Securities Centre advising it to consent to the Agreement as amended.

The Banks' relationship manager dealing with this case is Martin Lloyd ([REDACTED]) and I would ask that you contact Martin regarding execution of the documentation etc.

Kind regards

James Clarke
Associate Solicitor
Bridge McFarland

From: Delwyn Jones [mailto:Delwyn.Jones@arun.gov.uk]

Sent: 04 April 2013 11:51

To: Michael L Searle

Cc: James Clarke; Susan Leeson; [REDACTED]; Laura Floodgate; [REDACTED]

Subject: RE: The Beach, The Esplanade, Bognor

Dear Michael,

Thank you for your email dated 2/4/13.

I enclose a revised deed enclosing your requested "mortgagees consent clause" at para 4.2.

Please obtain the signatures for the Bank and the Lessee. The Lessee should sign again as this is a new Deed, albeit only slightly revised.

After the Bank and Lessee sign please send it to the WSCC and the ADC to sign.

Please also arrange for the Lessee to pay the ADC legal fees of £500, which takes account of all the work done on this matter.

Delwyn Jones.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Michael L Searle [REDACTED]

Sent: 02 April 2013 15:57

To: Delwyn Jones

Cc: James Clarke

Subject: The Beach, The Esplanade, Bognor



Bridge McFarland

Solicitors

GRIMSBY

19 South St. Mary's Gate
Grimsby
N E Lincolnshire

Dear Delwyn,

I am instructed by Lloyds TSB. I have been provided with a copy of the draft s106 Agreement in respect of the above. Your reference is BR/239/11.

A list of Partners is available for inspection at our offices

AUTHORISED AND
REGULATED BY THE
SOLICITORS REGULATION
AUTHORITY

Please can you arrange to include the following additional clause in the Agreement:

www.bmcf.co.uk

MORTGAGEE'S CONSENT

The Mortgagee consents to the completion of this deed and declares that its interest in the land shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the land PROVIDED THAT the Mortgagee shall otherwise have no liability under this deed unless it takes possession of the land in which case it too will be bound by the obligations as if it were a person deriving title from the Lessee

If you can amend the Agreement and let me have an emailed version, I will be able to advise the Bank to consent.

Kind regards
Michael

Michael Searle
Associate Solicitor
Bridge McFarland
19 South St. Mary's Gate, Grimsby, DN31 1JE

Bridge McFarland Solicitors

A list of Partners is available for inspection at our offices

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY

The SRA's rules can be found at www.rules.sra.org.uk

DISCLAIMER: This Email from Bridge McFarland Solicitors, and any files transmitted with it, are confidential and may be legally privileged. It is solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately. Please note we cannot accept any responsibility for any transmitted viruses. It is therefore your responsibility to virus scan attachments (if any).

VAT Number 2885329 13

Scanned by MailDefender - managed email security from intY - www.maildefender.net

<http://www.arun.gov.uk>

NLPG UPRN 100062237016

DX 57406 Littlehampton

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.

Scanned by MailDefender - managed email security from intY - www.maildefender.net

Bridge McFarland Solicitors

A list of Partners is available for inspection at our offices

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY

The SRA's rules can be found at www.rules.sra.org.uk

DISCLAIMER: This Email from Bridge McFarland Solicitors, and any files transmitted with it, are confidential and may be legally privileged. It is solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately. Please note we cannot accept any responsibility for any transmitted viruses. It is therefore your responsibility to virus scan attachments (if any).

VAT Number 2885329 13

Scanned by MailDefender - managed email security from intY - www.maildefender.net

<http://www.arun.gov.uk>

NLPG UPRN 100062237016

DX 57406 Littlehampton

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.

Scanned by MailDefender - managed email security from intY - www.maildefender.net

Bridge McFarland Solicitors

A list of Partners is available for inspection at our offices

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY

The SRA's rules can be found at www.rules.sra.org.uk

DISCLAIMER: This Email from Bridge McFarland Solicitors, and any files transmitted with it, are confidential and may be legally privileged. It is solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately. Please note we cannot accept any responsibility for any transmitted viruses. It is therefore your responsibility to virus scan attachments (if any).

VAT Number 2885329 13

Scanned by MailDefender - managed email security from intY - www.maildefender.net



Subject to approval at the next Committee meeting

411

DEVELOPMENT CONTROL COMMITTEE

1st February 2012 at 2.30 pm

Present : Councillors Mrs Hall (Chairman), Mrs Goad (Vice-Chairman), Mrs Bower, Bower, Mrs Bowyer, Charles, Evans, Mrs Harrison, Haymes, Mrs Hazlehurst, Mrs Maconachie, McDougall, Northeast and Steward.

Councillors Gammon (part) and Maconachie were also present during the meeting.

607. APOLOGY FOR ABSENCE

An apology for absence had been received from Councillor Mrs Stainton.

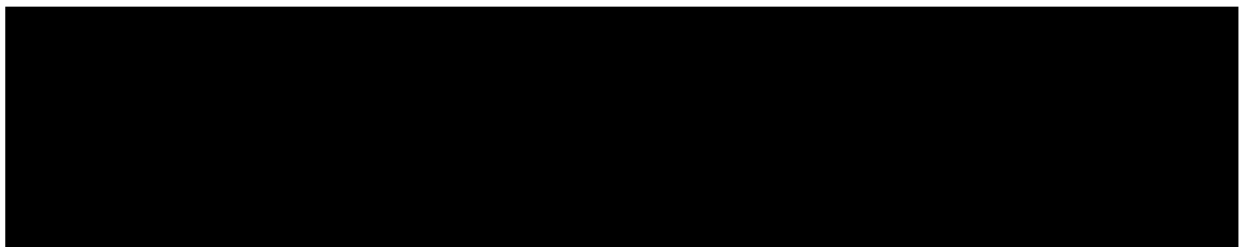
608. DECLARATIONS OF INTEREST

Councillors Church, Mrs Goad and Haymes declared a personal interest in Agenda Item 8, Planning Application EG/52/11, as emergency District Council Members on Eastergate Parish Council. They were present when the application was discussed at the Parish Council meeting but took no part in the decision making process.

609. MINUTES

The Minutes of the two meetings held on 4th January 2012 were approved as a correct record and signed by the Chairman.

610. PREVIOUSLY DEFERRED APPLICATIONS



Subject to approval at the next Committee meeting

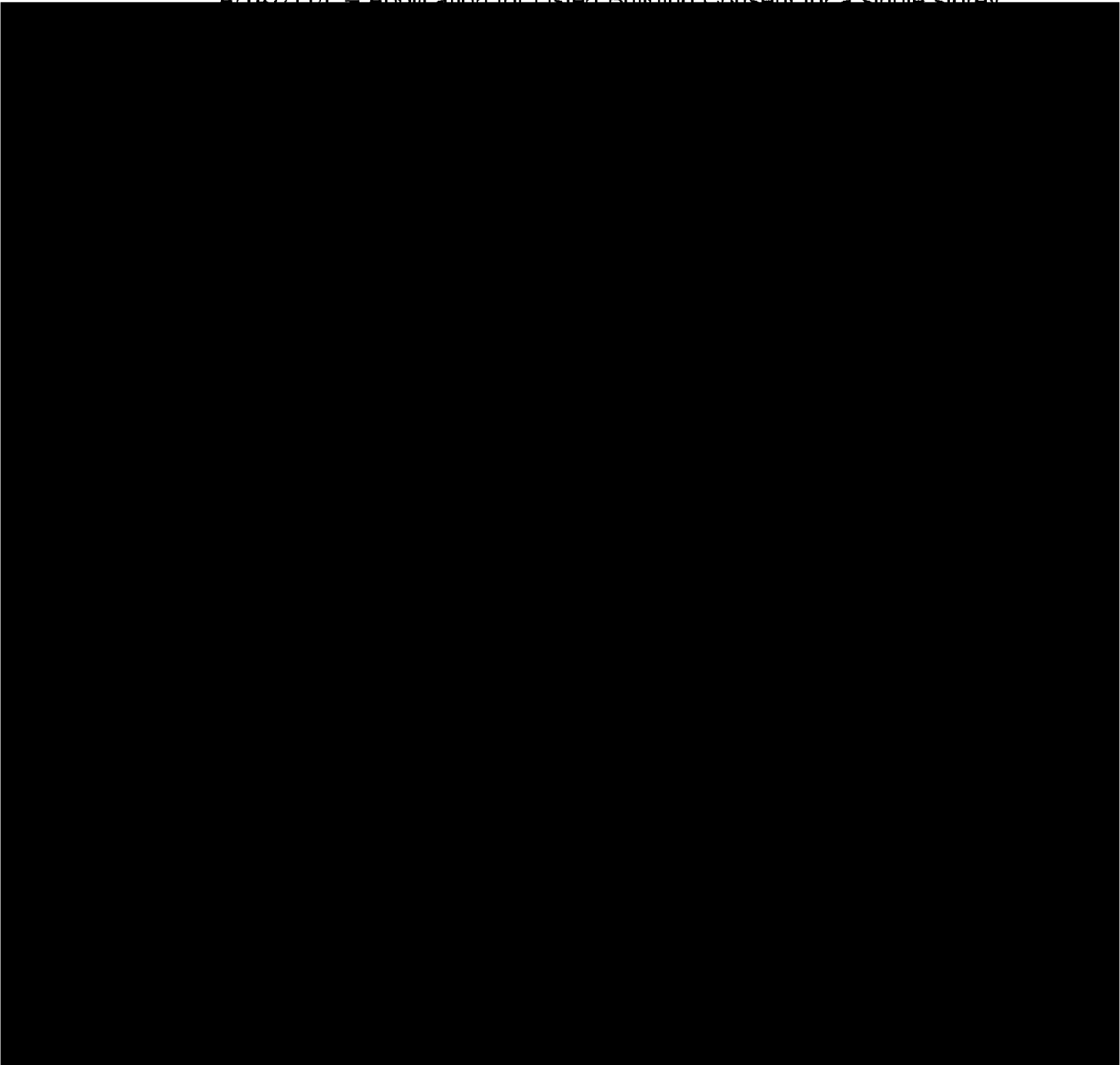
412

Development Control
Committee – 01.02.12.

RESOLVED

That the application be approved as detailed in the appendix to
the report.

A/147/11/L – Application for Listed Building Consent for a single storey



Subject to approval at the next Committee meeting

413

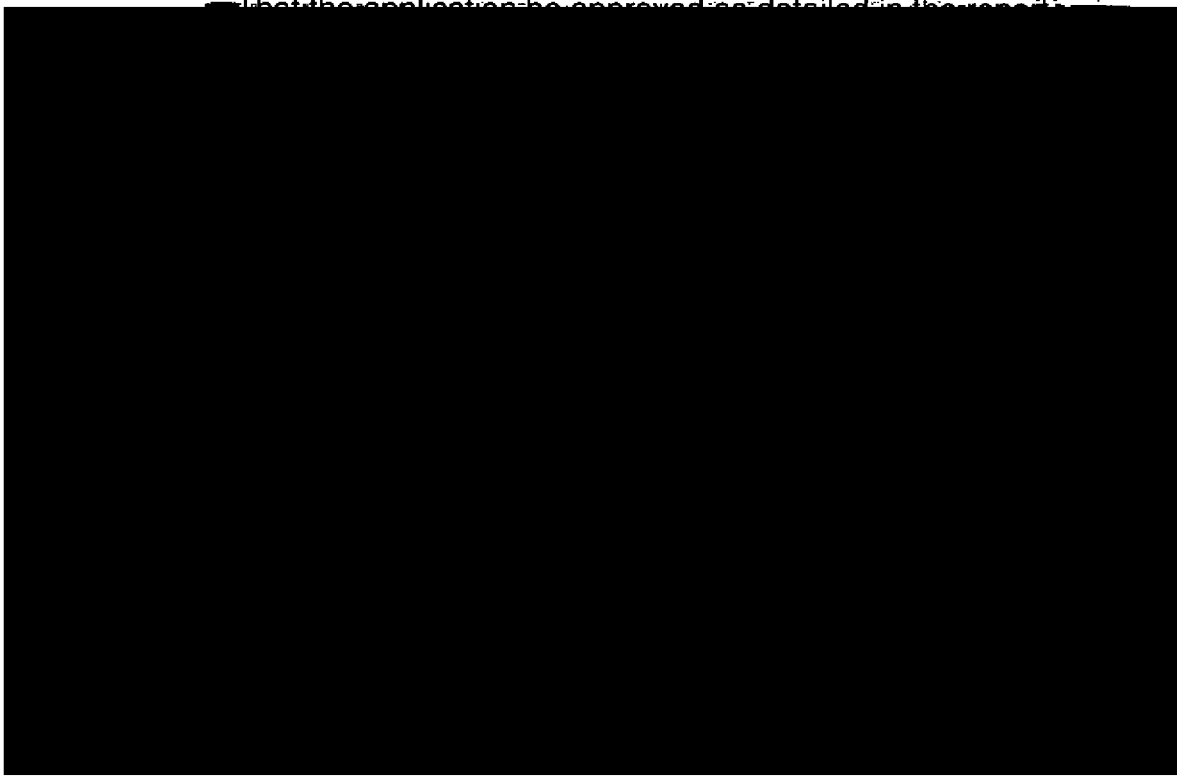
Development Control
Committee – 01.02.12.

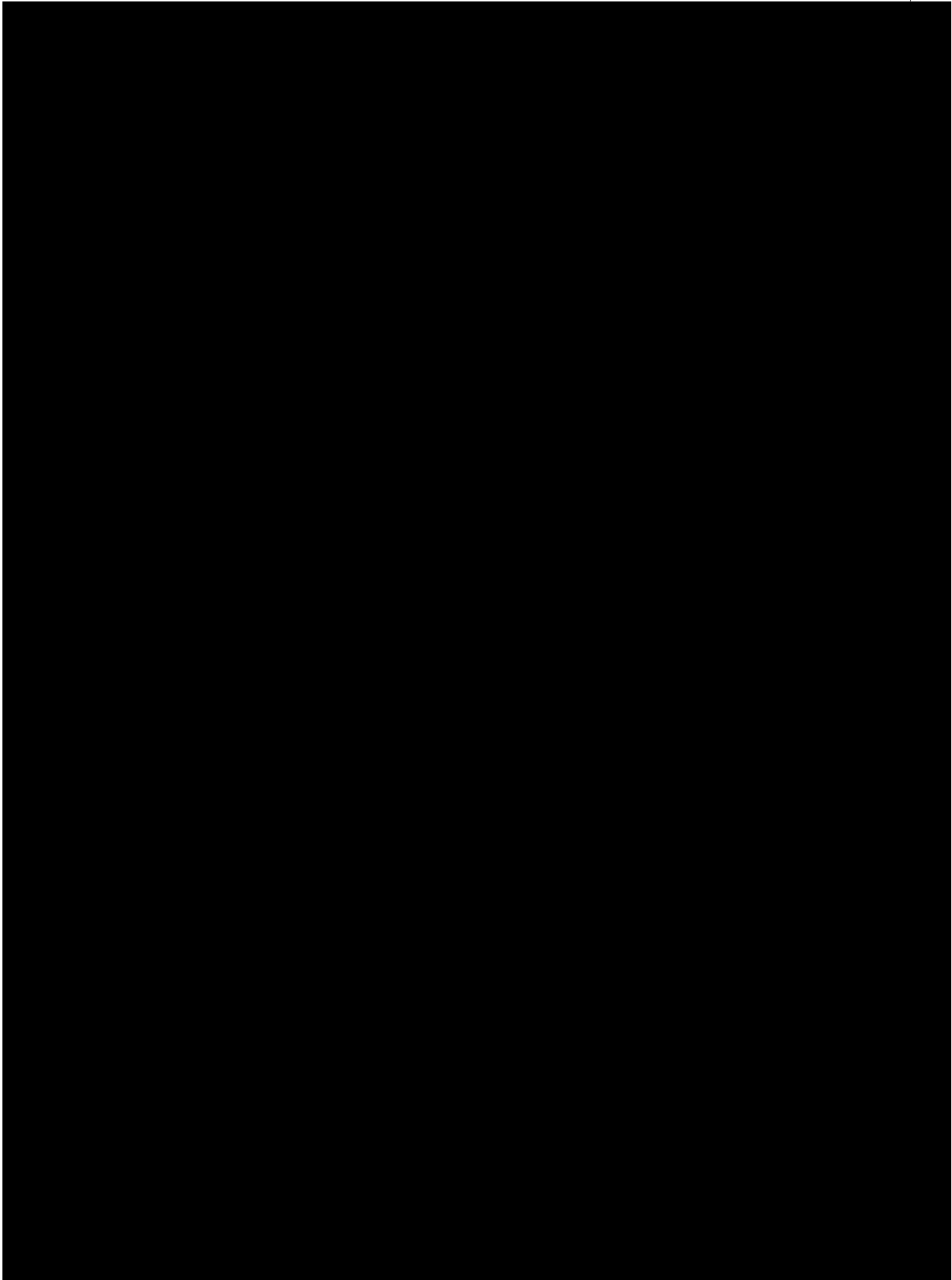


BR/239/11 – Conversion of existing nightclub premises into two town houses and eight apartment flats, The Beach, The Esplanade, Bognor Regis
Having received a report on the matter, together with verbal advice that this was a Council owned building, the Committee

RESOLVED

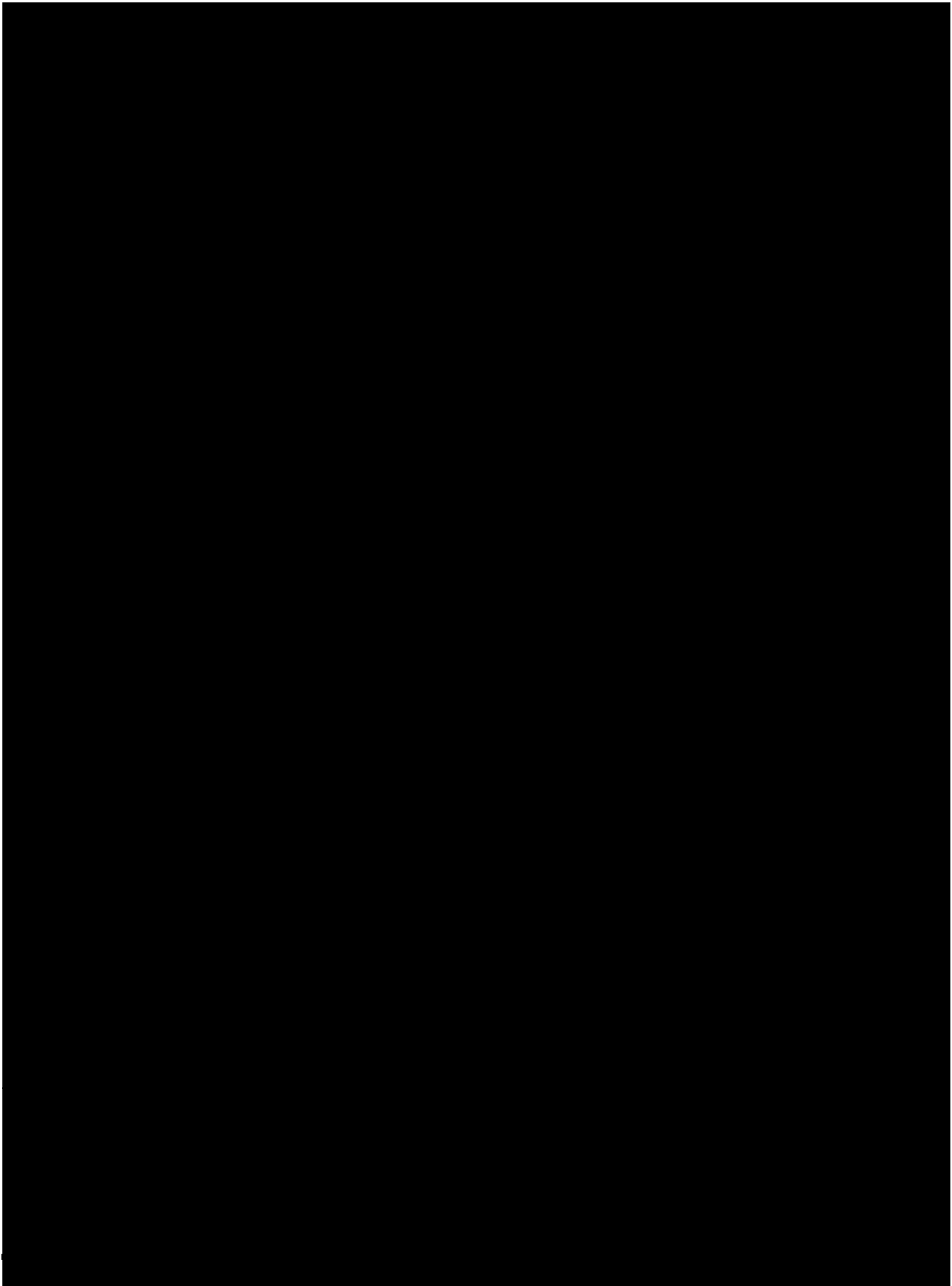
That the application be approved as detailed in the report





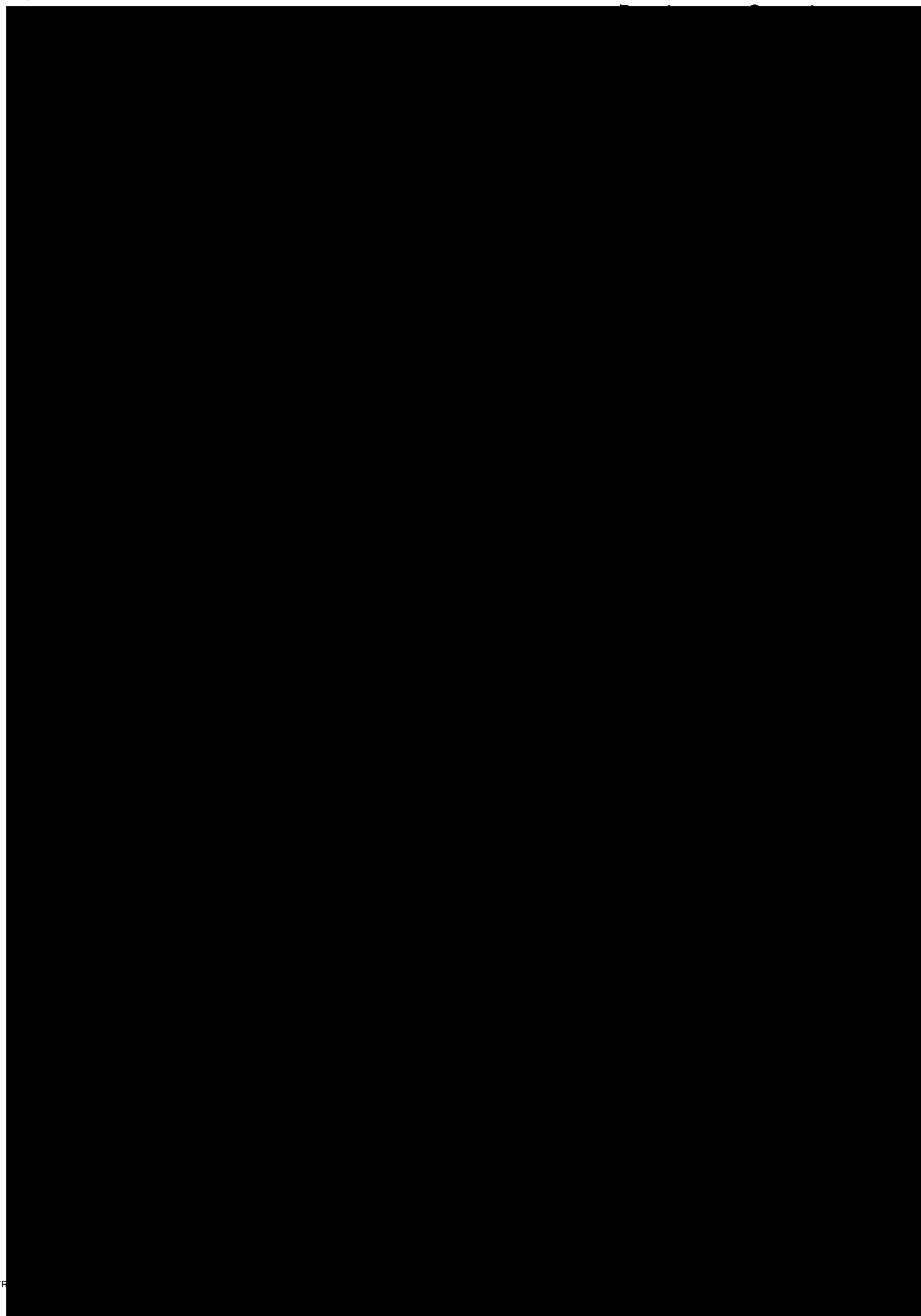
Subject to approval at the next Committee meeting

Subject to approval at the next Committee meeting



Subject to approval at the next Committee meeting

417





Susan Leeson

From: Delwyn Jones
Sent: 08 April 2013 15:43
To: James Clarke [REDACTED]
Cc: Susan Leeson, gan curtis (gancurtis@btinternet.com); James Bristow [REDACTED]
Subject: FW: The Beach, The Esplanade, Bognor

James,

Thank you for your email dated 5/4/13.

Please can you advise the email for Martin Lloyd at the bank, so I can send him a draft deed via email and a chaser email to complete.

Thank you.

Delwyn Jones.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, [Arun District Council](#) | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: James Clarke [REDACTED]
Sent: 05 April 2013 16:26
To: Delwyn Jones
Subject: RE: The Beach, The Esplanade, Bognor

Dear Delwyn

Thank you for your e-mail.

I have now faxed the Bank's Securities Centre advising it to consent to the Agreement as amended.

The Banks' relationship manager dealing with this case is Martin Lloyd (Tel: 0292 072 8878) and I would ask that you contact Martin regarding execution of the documentation etc.

Kind regards

James Clarke
Associate Solicitor
Bridge McFarland

From: Delwyn Jones [mailto:Delwyn.Jones@arun.gov.uk]

Sent: 04 April 2013 11:51

To: Michael L Searle

Cc: James Clarke; Susan Leeson; [REDACTED]; Laura Floodgate; [REDACTED]

Subject: RE: The Beach, The Esplanade, Bognor

Dear Michael,

Thank you for your email dated 2/4/13.

I enclose a revised deed enclosing your requested "mortgagees consent clause" at para 4.2.

Please obtain the signatures for the Bank and the Lessee. The Lessee should sign again as this is a new Deed, albeit only slightly revised.

After the Bank and Lessee sign please send it to the WSCC and the ADC to sign.

Please also arrange for the Lessee to pay the ADC legal fees of £500, which takes account of all the work done on this matter.

Delwyn Jones.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer , Legal Services, [Arun District Council](#) | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Michael L Searle [mailto:mls@bmcf.co.uk]

Sent: 02 April 2013 15:57

To: Delwyn Jones

Cc: James Clarke

Subject: The Beach, The Esplanade, Bognor



Solicitors
GRIMSBY

19 South St. Mary's Gate
Grimsby
N E Lincolnshire
DN31 1JE

TEL: 01472 311711
FAX: 01472 311500

Dear [redacted] elwyn,

A list of Partners is available
for inspection at our offices

I am instructed by Lloyds TSB. I have been provided with a copy of the draft s106 Agreement in respect of the above. Your reference is BR/239/11.

AUTHORISED AND
REGULATED BY THE
SOLICITORS REGULATION
AUTHORITY

www.bmcf.co.uk
[redacted]

Please can you arrange to include the following additional clause in the Agreement:

MORTGAGEE'S CONSENT

The Mortgagee consents to the completion of this deed and declares that its interest in the land shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the land PROVIDED THAT the Mortgagee shall otherwise have no liability under this deed unless it takes possession of the land in which case it too will be bound by the obligations as if it were a person deriving title from the Lessee

If you can amend the Agreement and let me have an emailed version, I will be able to advise the Bank to consent.

Kind regards
Michael

Michael Searle
Associate Solicitor
Bridge McFarland
19 South St. Mary's Gate, Grimsby, DN31 1JE
[redacted]

Bridge McFarland Solicitors

A list of Partners is available for inspection at our offices

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY

The SRA's rules can be found at www.rules.sra.org.uk

DISCLAIMER: This Email from Bridge McFarland Solicitors, and any files transmitted with it, are confidential and may be legally privileged. It is solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately. Please note we cannot accept any responsibility for any transmitted viruses. It is therefore your responsibility to virus scan attachments (if any).

VAT Number 2885329 13

Scanned by MailDefender - managed email security from intY - www.maildefender.net

<http://www.arun.gov.uk>

NLPG UPRN 100062237016

DX 57406 Littlehampton

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.

Scanned by MailDefender - managed email security from intY - www.maildefender.net

Bridge McFarland Solicitors

A list of Partners is available for inspection at our offices

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY

The SRA's rules can be found at www.rules.sra.org.uk

DISCLAIMER: This Email from Bridge McFarland Solicitors, and any files transmitted with it, are confidential and may be legally privileged. It is solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately. Please note we cannot accept any responsibility for any transmitted viruses. It is therefore your responsibility to virus scan attachments (if any).

VAT Number 2885329 13

Scanned by MailDefender - managed email security from intY - www.maildefender.net

Susan Leeson

From: Delwyn Jones
Sent: 13 March 2013 17:01
To: [REDACTED]
Cc: 'Laura Floodgate'; Susan Leeson; James Bristow [REDACTED]
Subject: RE: Beach House Developments Ltd - Section 106 Agreement-Committee Deferral

Colleagues,

Today at Committee this item was deferred to allow more time for signature of the deed.

The bank needs to sign the deed, a copy of which was previously sent.

After signature by the bank, please :-

1. Send a copy of the deed to WSCC for signature.
2. Please can WSCC, then send the deed duly signed by the owner, mortgagee bank, WSCC to Arun DC for me to arrange signature.

This usually should take no more than a week, now everything is agreed, but please advise if you have an alternative timescale in view.

I will review in 14 days time ----21 March 2013.

Thanks.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer , Legal Services, [Arun District Council](#) | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Delwyn Jones
Sent: 11 March 2013 11:25
To: [REDACTED]
Cc: Laura Floodgate; Susan Leeson; James Bristow ([REDACTED])
Subject: FW: Beach House Developments Ltd - Section 106 Agreement

Dear Mr Hoare,

Thank you for your email dated 11/3/13 i.e. today.

I enclose the Deed you refer to plus freehold and leasehold title.

The lessee has already signed [see Mr Bristow's signature] and I await the bank's signature, after which the Councils can sign.

Please let us know timescales when the bank's signature will be applied and the deed posted back to us.

Thank you.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, [Arun District Council](#) | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Hoare, Richard [REDACTED]
Sent: 11 March 2013 10:55
To: Susan Leeson
Cc: Delwyn Jones; James Bristow
Subject: Beach House Developments Ltd - Section 106 Agreement

Susan

I am advised by Mr Jamie Bristow of Beach House Developments Ltd that you are dealing with the planning position in respect of the company's Beach House property at Bognor Regis and require some comfort from the Bank regarding the provision of a section 106 agreement on the property.

The matter has now been discussed with the Bank where I understand that it had previously been intended that this be entered into by an alternate funder although this is not now proceeding. I confirm that the Bank is amenable to entering into the document as requested with this subject to the terms of our e-mail to the Company of 1st March 2013 (please approach the Company direct should you require a copy, although I understand from Mr Bristow that the items required by the Bank in this regard will be readily available).

Clearly if we are to progress the completion of the S106 document we will require sight of the document for approval where this will, of course, not now be concluded by Wednesday of this week which I understand is your preferred date – we will however take the necessary steps to deal with this as promptly as possible.

I hope that this is in order although please let me know if you require anything further from me at this stage.

Regards

Richard Hoare
Relationship Director, SME and Mid Markets

COMMERCIAL BANKING

lloydstsbbusiness.com

Lloyds TSB Bank plc, 4th Floor, St William House, Tresillian Terrace, Cardiff CF10 9BH TNT 32

Reduce printing. Lloyds Banking Group is helping to build the low carbon economy.
[Corporate Responsibility Report](#)

For operational and security reasons, we cannot accept email for payment instructions or any other time critical messages. If you wish to unsubscribe from marketing messages sent by email from Lloyds TSB Bank plc, please advise your relationship manager or your normal contact.

Lloyds TSB Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, number 2065. Telephone: 020 7626 1500.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 327000. Telephone: 020 7626 1500.

Lloyds TSB Scotland plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland, number 95237. Telephone: 0131 225 4555.

Cheltenham & Gloucester plc. Registered Office: Barnett Way, Gloucester GL4 3RL. Registered in England and Wales, number 2299428. Telephone: 01452 372372.

Lloyds TSB Bank plc, Lloyds TSB Scotland plc, Bank of Scotland plc and Cheltenham & Gloucester plc are authorised and regulated by the Financial Services Authority.

Halifax is a division of Bank of Scotland plc. Cheltenham & Gloucester Savings is a division of Lloyds TSB Bank plc.

HBOS plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 218813. Telephone: 020 7626 1500.

Lloyds Banking Group plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 95000. Telephone: 0131 225 4555

This e-mail (including any attachments) is private and confidential and may contain privileged material. If you have received this e-mail in error, please notify the sender and delete it (including any attachments) immediately. You must not copy, distribute, disclose or use any of the information in it or any attachments.

Telephone calls may be monitored or recorded.



Susan Leeson

From: Delwyn Jones
Sent: 11 March 2013 11:25
To: [REDACTED]
Cc: Laura Floodgate; Susan Leeson; James Bristow (ja [REDACTED])
Subject: FW: Beach House Developments Ltd - Section 106 Agreement
Attachments: Deed Plus Title.pdf

Dear Mr Hoare,

Thank you for your email dated 11/3/13 i.e. today.

I enclose the Deed you refer to plus freehold and leasehold title.

The lessee has already signed [see Mr Bristow's signature] and I await the bank's signature, after which the Councils can sign.

Please let us know timescales when the bank's signature will be applied and the deed posted back to us.

Thank you.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Hoare, Richard [REDACTED]
Sent: 11 March 2013 10:55
To: Susan Leeson
Cc: Delwyn Jones; James Bristow
Subject: Beach House Developments Ltd - Section 106 Agreement

Susan

I am advised by Mr Jamie Bristow of Beach House Developments Ltd that you are dealing with the planning position in respect of the company's Beach House property at Bognor Regis and require some comfort from the Bank regarding the provision of a section 106 agreement on the property.

The matter has now been discussed with the Bank where I understand that it had previously been intended that this be entered into by an alternate funder although this is not now proceeding. I confirm that the Bank is amenable to entering into the document as requested with this subject to the terms of our e-mail to the Company of 1st March 2013 (please approach the Company direct should you require a copy, although I understand from Mr Bristow that the items required by the Bank in this regard will be readily available).

Clearly if we are to progress the completion of the S106 document we will require sight of the document for approval where this will, of course, not now be concluded by Wednesday of this week which I understand is your preferred date – we will however take the necessary steps to deal with this as promptly as possible.

I hope that this is in order although please let me know if you require anything further from me at this stage.

Regards

Richard Hoare

Relationship Director, SME and Mid Markets

COMMERCIAL BANKING

[REDACTED]

Lloyds TSB Bank plc, 4th Floor, St William House, Tresillian Terrace, Cardiff CF10 9BH TNT 32

Reduce printing. Lloyds Banking Group is helping to build the low carbon economy.
Corporate Responsibility Report

For operational and security reasons, we cannot accept email for payment instructions or any other time critical messages. If you wish to unsubscribe from marketing messages sent by email from Lloyds TSB Bank plc, please advise your relationship manager or your normal contact.

Lloyds TSB Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, number 2065. Telephone: 020 7626 1500.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 327000. Telephone: 020 7626 1500.

Lloyds TSB Scotland plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland, number 95237. Telephone: 0131 225 4555.

Cheltenham & Gloucester plc. Registered Office: Barnett Way, Gloucester GL4 3RL. Registered in England and Wales, number 2299428. Telephone: 01452 372372.

Lloyds TSB Bank plc, Lloyds TSB Scotland plc, Bank of Scotland plc and Cheltenham & Gloucester plc are authorised and regulated by the Financial Services Authority.

Halifax is a division of Bank of Scotland plc. Cheltenham & Gloucester Savings is a division of Lloyds TSB Bank plc.

HBOS plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 218813. Telephone: 020 7626 1500.

Lloyds Banking Group plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, number 95000. Telephone: 0131 225 4555

This e-mail (including any attachments) is private and confidential and may contain privileged material. If you have received this e-mail in error, please notify the sender and delete it (including any attachments) immediately. You must not copy, distribute, disclose or use any of the information in it or any attachments.

Telephone calls may be monitored or recorded.

Susan Leeson

From: Delwyn Jones
Sent: 05 February 2013 11:40
To: James Bristow
Cc: Laura Floodgate; 'gail curtis'
Subject: Beach House Development
Attachments: 201302051043.pdf

Dear Mr Bristow and Colleagues,

I attach a copy of the planning obligation delivered today.

It has been signed, albeit in the owners place and not the lessee---this is not a major issue.

The policy and the legal rule is that the mortgagee Lloyds bank PLC needs to sign the deed , for the deed to be a valid deed. Please advise when the bank is likely to sign?

The WSCC need to sign too, so I am copying WSCC in, so that WSCC can confirm their continued willingness to sign.

I should add that I can understand this experience has been frustrating, as you expressed today, when we met , but the legal rules do require the mortgagee to sign. I gather this is the problem here. I hope the problem can be overcome. Please advise who you are in contact with at the Bank?

Thank you.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer , Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk Visit Arun's web site at www.arun.gov.uk P Save the environment - think before you print.

-----Original Message-----

From: Photocopier DO NOT REPLY@arun.gov.uk [mailto:Photocopier DO NOT REPLY@arun.gov.uk]
Sent: 05 February 2013 10:44
To: Delwyn Jones
Subject: Message from "nrg-resadmin"

This E-mail was sent from "nrg-resadmin" (Aficio MP 5002).

Scan Date: 05.02.2013 10:43:52 (+0000)
Queries to: Photocopier DO NOT REPLY@arun.gov.uk



Susan Leeson

From: Delwyn Jones
Sent: 31 January 2013/14:29
To: [REDACTED]
Cc: Susan Leeson; Laura Floodgate
Subject: Beach Esplanade Bognor Regis Planning Obligation
Attachments: CC5 479 - PO The Beach Esplanade wscs amends 09 01 2012.doc

Dear Mr Bristow and Colleagues,

We met today and you told me that Mrs S Leeson had requested that you sign this Deed on behalf of the Lessee, pending execution by other parties.

You also told me that the long delay in completion was due to Lloyds Bank PLC failing to sign.

This deed x5 copies will be in ADC Reception ready for you to collect and sign. A Council receptionist can witness this if you wish.

I have copied others in as well so they know the state of play. I note the last event on this file before today was 9/1/12, when the last draft was produced, so some amendments may be necessary. If so, I will tell you.

Thanks.

Delwyn Jones | Planning Solicitor and Deputy Monitoring Officer, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.



Dated: _____ 2012

Between:

- [1] Arun District Council [The Owner]**
- [2] Beach House Developments Limited [Lessee]**
- [3] Lloyds Bank PLC [The Mortgagee]**
- [4] Arun District Council [ADC]**
- [5] West Sussex County Council [WSCC]**

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at The Beach The Esplanade Bognor Regis West Sussex**

**Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON**

Reference: BR/239/11

1. **THIS DEED** is by undertaking and is dated _____ 2012 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council and West Sussex County Council by whom shall be enforceable either jointly or severally.

2. PARTIES

Owners	Arun District Council of Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of freehold owner
Lessee	Beach House Developments Limited Co Reg No 2888015 of South Pallant House Chichester PO19 1TH
Mortgagee	Lloyds TSB Bank PLC of Leeds Securities Centre 1 Lovell Park Road Leeds LS1 1NS
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of Local Planning Authority
WSCC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX324817 of land at The Beach The Esplanade Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan
Lessee	Leasehold owner under HMLR registered Title no WSX 180917 of land at The Beach The Esplanade Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan
	Planning Permission has been sought under Application Ref: BR/239/11 for conversion of night club into 2 town houses and 10 apartments and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of Title No WSX 180917
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

- 4.1 The Planning Application has been made which the ADC as Local Planning Authority is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.
- 4.2 The Mortgagee agrees and consents to the Owner and the Lessee entering into this Deed and to the land being bound by its terms.
- 4.3 ADC enters into this Deed in its capacity as Freehold owner and undertakes to ADC in its capacity as Local Planning Authority.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and Lessee undertakes with the ADC and WSCC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below

- (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
WSCC	On or before commencement of any part of the Development for the purposes of the Planning Permission	£18,726	Education Service to serve the Development
ADC		£1,789	Library Service to serve the Development
		£218	Fire & Rescue Service to serve the Development
		£16,292	Affordable Housing in the whole of the Arun District
		£2,000	Children's Play Area Provision to serve the area of the Development

5.2 The Owner and Lessee undertakes with ADC and WSCC not to start the Development until the payment is made.

6.1 LEGAL AND MONITORING COSTS

The Owner and Lessee undertakes with ADC to :-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£100 minor application] PLUS £50 per planning obligation in the deed viz 4 x 50 = 300 TOTAL £ 300	ADC Monitoring of compliance with the Deed

Costs

6.1 The Owner and Lessee undertakes with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 . For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner and Lessee undertakes with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final .

7.1.3. On Commencement of the Development the Owner and the Applicant will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

8.2 Index Linking

General

8.2 The Owner and Lessee undertake to ADC that any sums payable by the Owner and Lessee under this agreement 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/ Payment Date

B is the original sum mentioned in this agreement

C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date

D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement

$\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

Specific

The Owner and Lessee undertakes with ADC and WSCC that:-

8.3 . EDUCATION CONTRIBUTION

"The Education Contribution means the sum of £18,726 BUT where the Education Contribution is paid after 31 March 2012 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places (*insert number from consultation*) x Cost Multiplier

And the Cost Multiplier shall be the DfCSF average build cost multiplier for primary/secondary /or further secondary (*delete as appropriate*) schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution".

8.4 . INDEX LINKING CLAUSE (applicable to Libraries, TAD, F&RS and Waste)

The Library Contribution and the Fire Service Contributions shall be increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of these Contributions

9 Interest of Payments

The Owner and Lessee undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

10 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

11 . GENERAL

11.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.

11.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.

11.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.

11.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

11.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

11.6 This Deed is a Local Land Charge and shall be registered as such.

11.9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

12. VERIFICATION OF TITLE AND OBLIGATIONS

If the Lessee is not the freehold owner of the Land when this Deed is signed then the Lessee will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406] Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number *[where applicable]*
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	
[f]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE LESSEE IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF



Susan Leeson

From: Susan Leeson
Sent: 06 February 2012 12:21
To: Graham Evans
Subject: The Beach BR/239/11
Graham

I note your consultation response of 2nd February. Unfortunately a decision was made at the 1st February DC Committee and I am therefore unable to add the additional condition.

Regards

Susan

Susan Leeson BSc(hons), MPhil | Principal Planner, Planning and Housing Strategy, Arun District Council |
Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37769 | External: +44 (0) 1903 737769 | E-mail: susan.leeson@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.



Recommendation Report

Application No.

BR / 239 / 11

Committee



:

Date

4 / 2 / 12.

Delegated

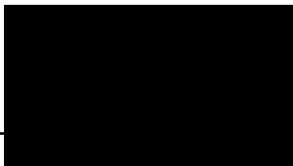


Recommend Permission



Recommend Refusal



	Date	Signature
Prepared by Case Officer	6 / 12 / 11	
Agreed by Team Leader		
Agreed by H.O.P.S / P.C.M. (if required)	12 / 1 / 12	
Committee Plans		

Comments:

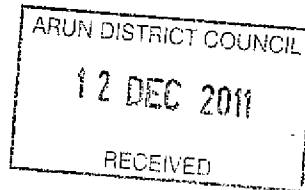
The report requires an evaluation of
highways issues relevant information.
Not required.

See changes
ADC on the Building



Beach House Developments Ltd

*c/o 22 Kings Drive
Pagham
Bognor Regis
West Sussex
PO21 4PY*



Mr Delwyn Jones – Council Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

9th December 2011

Dear Delwyn,

Re: **Beach House , The Esplanade, Bognor Regis, PO21 1SY**
LPA Ref: BR/239/11

Please find enclosed a cheque in the sum of £450.00 made payable to Arun District Council to cover the administration fee to draft the legal agreement and deed etc.

You will have received by e-mail a scan of the cheque and an e-mail of the site.

We have also copied this letter to Sue Leeson with regard to the 106 agreement on Beach House which we would like to discuss further as we are not happy with the amount of monies requested.

Hopefully this will keep momentum up concerning the Beach House planning.

Yours sincerely,

AJG Bristow
Director

Cc Susan Leeson - Principal Planner

Eve Hearsey

From: Eve Hearsey
Sent: 09 December 2011 10:52
To: Delwyn Jones
Subject: RE: s106 Legal Agreement - Affordable Homes The Beech /Beach[?] Esplanade Bognor Regis
 Planning Obligation REF BR/239/11

Delwyn

County Planning have asked for:-

£8,042 Primary Education
 £8,656 Secondary Education
 £2,028 6th Form Education
 £1,789 Libraries
 £218 Fire & Rescue

£20,733 Total

I will bring a plan around to your desk

Eve

Eve E Hearsey BA (Hons) Dip TP | Team Leader - Special Projects, Arun District Council | Location: First Floor, Arun
 Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
 Internal: 37768 | External: +44 (0) 1903 737768 | E-mail: eve.hearsey@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Delwyn Jones
Sent: 08 December 2011 14:41
To: [REDACTED]
Cc: Susan Leeson; Eve Hearsey
Subject: RE: s106 Legal Agreement - Affordable Homes The Beech /Beach[?] Esplanade Bognor Regis
 Planning Obligation REF BR/239/11

Mr Hilton,

My instructions in this matter appear below as to the contents of a Planning Obligation.

If you wish to proceed with this matter you will need to take these steps in this order:-

1. pay the Council a fee cheque for £450 if you wish me to draft a deed or £200 if you want to have it drafted by yourself/your solicitor
2. let me know which option you choose
3. if you want me to draft the deed, please, in addition to the cheque supply me with a HMLR OC search and site plan.
4. I enclose our template and heads of terms
5. Once a deed is agreed you will need to have it signed and dated and returned to us

I await to hear from you.

Susan and Eve --FYI --if you wish please supply a site plan for me to do a HMLR OC Search. You will see that I have also given the agent the option to supply this too in case it helps expedite matters.

Please clarify exactly what the WSCC infrastructure is for ? ie how much for education ,library,fire service or whatever.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Eve Hearsey
Sent: 08 December 2011 10:50
To: Delwyn Jones
Cc: Susan Leeson
Subject: s106 Legal Agreement - Affordable Homes

Delwyn

Please could you ring Mr Ken Hilton 01243 865500 re the forms/format of s106 for application BR/239/11 - Conversion of existing nightclub premises into two town houses and ten apartment flats - The Beach, The Esplanade, Bognor Regis, PO21 1SY
 email [REDACTED]

Looking at the file, Mr Hilton was notified 21st September 2011 re Affordable Housing £16,292.00 etc. Later, there was correspondence from County Planning, requiring Infrastructure contribution of £20,733

It appears that it is this £20,733 that Mr Hilton was talking about in the first instance. I have informed him that there are 2 amounts of money required. He says he will wait for you to contact him to inform him what he has to do etc.

Thanks very much

Regards

Eve

Eve E Hearsey BA (Hons) Dip TP | Team Leader - Special Projects, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37768 | External: +44 (0) 1903 737768 | E-mail: eve.hearsey@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

ACTION SHEET

APPLICATION NUMBER WA/94/11 BR/239/11

OFFICER NAME SUSAN LEE SON

SUBSTITUTE PLANS/FORMS YES/NO DATE RECEIVED 28/11/11

SUPERSEDE PREVIOUS PLANS (please give details e.g. plan number or type)

4490/14, 4490/12, 4490/10, 4490/08, 4490/06,
4490/04, 4490/02, 4490/12, 4490/20, 4490/16
~~4490/17~~

MINOR AMENDMENT YES/NO DATE RECEIVED

SUPPLEMENTARY PLANS YES/NO DATE RECEIVED

ADDITIONAL PLANS YES/NO DATE RECEIVED

LANDSCAPING YES/NO DATE RECEIVED

RE-ADVERTISEMENT YES/NO

If YES; reason for re-advertisement LIST No.

CHANGE DESCRIPTION/ADDRESS TO READ:-.....

re consult conservation officer.

NOTIFY PARISH COUNCIL YES/NO

NOTIFY REPS YES/NO if yes, No. of days to reply NS

SIGNED [Signature] DATED 5/12/11

ACTIONED:- SIGNED NS DATED 8/12/11

Spoke to Eve Heersay
8/12/11 - agreed both
sides should be substituted

19A
15A
16A
13B
7A
1B
62A
65A
69A
1A

From: Karen Garner on behalf of Planning.Responses

Sent: 29 November 2011 12:25

To: Rosalind Bentley

Subject: FW: Our Ref: 4490 re: Flat and Housing Development - The Beach, Esplanade, Bognor Regis, PO21 1SY - Ref: BR/239/11

Attachments: 4490 Planning Application form.pdf; 4490 Design & Access Statement.pdf; 4490 drawings.pdf

Karen Garner | Technical Support Unit Assistant, Planning Department, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37467 | External: +44 (0) 1903 737711 | E-mail: karen.garner@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Susan Leeson

Sent: 28 November 2011 12:55

To: Planning.Responses

Subject: FW: Our Ref: 4490 re: Flat and Housing Development - The Beach, Esplanade, Bognor Regis, PO21 1SY - Ref: BR/239/11

Pls can I have scaled copies?

Thank you

Susan Leeson BSc(hons), MPhil | Principal Planner, Planning and Housing Strategy, Arun District Council |

Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37769 | External: +44 (0) 1903 737769 | E-mail: susan.leeson@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Kenneth Hilton

Sent: 28 November 2011 12:48

To: Susan Leeson

Subject: Our Ref: 4490 re: Flat and Housing Development - The Beach, Esplanade, Bognor Regis, PO21 1SY - Ref: BR/239/11

Dear Mrs. Leeson,

Further to the above application and comments raised on the planning portal site by various parties and our subsequent telephone conversation and previous emails, I now attach herewith the following documentation which has been amended and revised to accommodate comments made in respect of the following:-

1. Minimum room sizes.
2. Means of escape.
3. Elevational treatment to Waterloo Square elevation.

Attached in respect of the above is the following:-

1. Amended Planning, Design and Access Statement.
2. Amended copies of relevant planning application forms.
3. Amended drawing nos. 4490/1a-10a inclusive, 11b, 12b, 13b, 14a, 15a, 16b, 17a, 18a, 19a & 20a. These documents should substituted for the ones in your possession.

2A

4A

6A

8A

30/11/2011

Kindly note that to incorporate these alterations we have had to reduce the number of flat apartments from 10 to 8. Presumably therefore we are entitled to a refund on the planning application in respect of two units totalling £770. In addition, I also presume that the calculations for the clients contribution to affordable housing will have to be adjusted accordingly.

I trust that this application can now proceed and look forward to receiving approval in due course.

Yours sincerely,

K.E. HILTON

K.E. HILTON & ASSOCIATES

***2 Albert Chambers, Sudley Road,
Bognor Regis, West Sussex, PO21 1EQ***



Susan Leeson

From: Sue Bowley on behalf of Planning
Sent: 02 November 2011 08:19
To: Susan Leeson
Subject: FW: Our Ref: 4490 re: Flat and Housing Development - The Beach, Esplanade, Bognor Regis, PO21 1SY - Ref: BR/239/11

From: Kenneth Hilton [REDACTED]
Sent: 01 November 2011 15:35
To: Planning
Cc: Phil Lambert
Subject: Our Ref: 4490 re: Flat and Housing Development - The Beach, Esplanade, Bognor Regis, PO21 1SY - Ref: BR/239/11

For the attention of Mrs. S. Leeson.

Dear Mrs. Leeson,

Following recent comments that have been made on the planning website by various parties, I comment as follows:-

1. With regard to sound and fire protection of materials, obviously this will be complied with in all respects and be covered when a building regulation application is made.
2. With regard to minimum room sizes and means of escape, we are presently amending the flats' layouts to conform with these requirements and will be forwarding amended plans in the next few days. These alterations will have minimalistic effect to the elevations.

It would therefore be appreciated if the application could be put on hold until the amended drawings are in your possession.

Should you have any further comments to make or wish to discuss any items in more detail please do not hesitate to make contact.

Kind regards.

Yours sincerely,

K.E. HILTON

K.E. HILTON & ASSOCIATES

***2 Albert Chambers, Sudley Road,
Bognor Regis, West Sussex, PO21 1EQ***





Bognor Regis Town Council
Ms G Frost
Town Hall
Clare Road
Bognor Regis, West Sussex
PO21 1LD

Your Ref: 000011619

Our Ref: BR/239/11/

Please ask for:

Mrs S Leeson

19th October 2011

BOGNOR
REGIS
TC

Dear Sir/Madam

The Town and Country Planning Act 1990 (as amended)

Conversion of existing nightclub premises into two town houses & ten apartment flats

The Beach The Esplanade Bognor Regis

Thank you for your internet representation made on 18th October 2011 which has been recorded as **no objection** with the comments as follows:

NO OBJECTION but members raised concerns over the additional parking that would be required in the area.

Your views will be considered before the application is determined and I shall write to inform you of any decision made.

Please be aware that if the application is to be determined by the Council's Development Control committee and your letter has been received at a late stage after the Agenda has been published you will not receive a separate letter notifying you of the date of the meeting and procedures for public speaking. In such circumstances it is recommended that you track the progress of the application on the Council's website or telephone the Council for further information. Please be advised that any comments you make that are not included within the Committee Agenda will be reported to the Members of the Development Control committee. Please also be aware that only a small number of all planning applications received go the Development Control Committee. Most are determined under delegated powers by Officers in which case your comments will again be considered before the application is determined.

Please be aware that Planning Services operate an 'open file' policy and may publish details of your comments on the internet on the Arun District Council Planning section. Please ensure that you only provide information that you are happy will be made available in this way. If you supply information belonging to a third party, please ensure you have their permission to do so. If you do not wish your comments to appear on the 'open file' please confirm this in writing and I will arrange for it to be destroyed although this means that its contents will then be disregarded.

In the event of a subsequent written representations appeal, against a refusal of planning permission on a householder application, any representations made on the application will be automatically forwarded to the Secretary of State. Unlike all other types of appeal, there will be no further opportunity to comment at the appeal stage.

Yours faithfully

Karl Roberts
Assistant Director Planning Services & Housing Strategy

1876×2 (3 bed) 3752
 1479×4 (2 bed) 5916
 1104×6

16,292

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex, BN17 5LF
Tel: (01903) 737500
Fax: (01903) 716019
DX: 57406 Littlehampton
Minicom: (01903) 732765
e-mail: planning@arun.gov.uk

Mr K Hilton
2 Albert Chambers
Sudley Road
BOGNOR REGIS
West Sussex PO21 1EQ

21st September 2011

Your Ref:

Our Ref: SL/SW

Please ask for:
Planning Services
Mrs S Leeson
Direct Line: (01903) 737769

Dear Mr Hilton

LPA Ref: BR/239/11
Proposal: Conversion of night club into 2 town houses and 10 apartments
Address: The Beech, The Esplanade, Bognor Regis, PO21 1SY

I refer to the above development for which planning permission is currently being considered by the Local Planning Authority. This letter is to notify you of the Council's affordable housing policy which was approved on the 18th August 2010 and officially came into force on that date. Details of the policy can be found on the Council's website: <http://www.arun.gov.uk/cgi-bin/buildpage.pl?mysql=3694>

The policy relates to all schemes which propose the net gain of one or more housing units for which affordable housing provision is a requirement. Where it is not practical for on-site provision of affordable housing (typically on schemes of tenor less units) the Council will seek financial contributions towards offsite provision by way of a commuted sum secured by a Section 106 legal agreement.

Your planning application was received by the Council after the 18th August 2010 and therefore qualifies for the provision of affordable housing. The commuted payment for the proposal is £16,292. Please note that this sum is **not** payable until the commencement of development in the event planning permission is granted. In addition to the commuted sum a monitoring fee of £150 is payable but again this is **not** payable until the commencement of development.

Cont'd

Cont'd

At this stage the only requirement is the provision of a legal agreement which will enable the commuted sum and monitoring fee to be secured in the future. The legal agreement must be provided within the lifetime of the planning application otherwise permission will be refused on the basis that there is no mechanism in place to secure necessary financial contributions. The Council's legal section can be instructed to draft the legal agreement for which there is an administration fee of £450.00. This fee is payable upon instruction and cheques are to be made payable to Arun District Council. The Council's Planning Solicitor, Delwyn Jones, can be contacted directly on 01903 737737 for instruction. Once drafted Mr. Jones will send the legal agreement directly to the Applicant/s to sign and return to the Council.

I trust this information is of assistance to you and should you wish to discuss this matter further please contact me on the above number.

Yours sincerely

Susan Leeson
Principal Planner

c.c. Delwyn Jones (Council Solicitor)

Mr K E Hilton
2 Albert Chambers
Sudley Road
Bognor Regis
West Sussex
PO21 1EQ

Your Ref:
Our Ref : BR/239/11/
Please ask for:
Mrs S Leeson
Direct Dial: 01903 737769
19th September 2011

Dear Mr Hilton

The Town and Country Planning Act 1990 (as amended)

Conversion of existing nightclub premises into two town houses & ten apartment flats
The Beach The Esplanade Bognor Regis PO21 1SY

Receipt No P88101	Amount: £ 4,020.00	VAT Number 193 5586 24
		TOTAL PAID: £ 4,020.00

Thank you for your recent planning application, which was accepted as a valid application on 16th September 2011. It is being dealt with by Mrs J Grieves who will be able to help you by telephone, should you have any questions. However, I would point out that it will not be possible for you to meet with the case officer unless a prior appointment has been arranged.

This Council is legally obliged to publicise all planning applications received. I would be grateful if you would display the enclosed notice on or near the site for 21 days from the date you receive this letter in a position where it can easily be seen by the general public. A decision cannot be made until 20th October 2011 which is the end of the advertising period.

If you have not received a decision by 16th December 2011 and have not agreed in writing to extend this time limit, or been advised that your application is invalid; you are entitled to appeal to the Secretary of State in accordance with the Town and Country Planning Act within 6 months from the date by which the decision should have been made (unless the application has been referred to the Secretary of State by this Council for decision). Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

Please be aware that some of our correspondence including the Decision Notification will be sent by email if you have provided an email address on your forms. It is therefore important to inform us if your email address changes throughout the course of the application.

Please do not hesitate to contact us if you have any queries.

Yours sincerely



Karl Roberts
Assistant Director Planning Services &
Housing Strategy



CONSULTATIONS LIST G:\TSU General\consultation sheet.doc (18/02/10)

WSSC Local Development Division (Includes ROW/Archaeology/ Ecology/ Highways/Reg3/4/Strategic)	WSE	
WSSC Design Section (Listed Building Consultations only)	WSD	
Agricultural Appraisal	WAA	
West Sussex Waste Disposal	WWD	
Trading Standards	WTS	
Commission for Social Care Inspection	RHU	
Playschool Registration Unit	PRU	
Highways Agency and Consultants Interoute	HA & MO	
English Heritage (Parks/Gardens Special Interest only)	EH2	
West Sussex Health Authority (Eastern Area)	WHA	
West Sussex Health Authority (Western Area)	CHA	
Southern Water	SWW	
Environment Agency (Zone 2, 3 or 2/3)	EA	
Portsmouth Water Co.	PW	
South Downs Joint Committee	SCB	
Railway consultee	RP	
English Nature	EN	
Sussex Police	POL	
English Heritage (for apps affecting grade 1 or 2* LB's)	EH	
Garden History Society	GHS	
Health & Safety Executive	HSE	
Government Office for the South East	MEF	
Sport England South East	SPO	
West Sussex Fire and Rescue(Water And Access Management)	WFW	
Department for Environment, Food & Rural Affairs	DEF	
The Countryside Agency	COA	
South East England Regional Assembly	SEE	
Commission for Architecture & the Built Environment	CAB	
Western Sussex Primary Care Trust	PCT	
South East Economic Development Agency	ECD	
Ofcom Wind Farm Enquiries	OFC	
The Theatres Trust	TTT	
Estates Property	PS	
Adjoining Council (Worthing/ Chichester/Horsham/ North Mundham Parish Council)	WOR/CHI/HOR/ NMP	
Landscapes	LDS	✓
Arboriculturist	HOR	✓
Environmental Health	FS	
Leisure Services	TL	
Concessions Officer	CON	
Engineers - All to go to Brian Holland + Fluvial flooding (Simon Power) END or Coastal Protection (Roger Spencer) ENC or Structural (Bruce Taunton) ENS	ENG	
Council Tax	CTR	
Building Control	BC	
Economic Regeneration	ER	
Housing Policy	HOU	
Housing Management	CHO	
Local Plans	FP	
Conservation Officer	CO	✓
Planning Solicitor	LEG	
Elections	EL	
Bognor Regis Task Force	BTF	
Car Parks	CAR	
Environmental Amenities and Community Safety	EAC	
Parish Council		✓

TSU WILL ALWAYS DO:

CAAC - any app falling within a Conservation Area (enter group code CAA)

Six Societies - any demolition to a listed building (AMS, CBA, GG, SPA, VS + EH for principle demolition + LOCAL GROUPS ABS, LVC, FVS, AS, EPK, FCG, FNV)

Mark Everson - any tree applications (HOR)

Environment Agency - if development in a flood plain

Southern Water - development over a public sewer or if in Barnham Drainage Area

Adjoining Parish/Town Council if Dual Parish application

Any app with a wind turbine consult NATS (use code WFC)



]

K.E. HILTON & ASSOCIATES

5AL

Chartered Structural Engineers

Ans:
Tel/Fax:
Tel/Mob:
E-mail:



2 Albert Chambers
Sudley Road
Bognor Regis
West Sussex
PO21 1EQ

Arun District Council,
Planning Department,
Arun Civic Centre,
Maltravers Road,
LITTLEHAMPTON,
West Sussex.
BN17 5LF

14 September 2011

KEH/crb/4490

Dear Sirs,

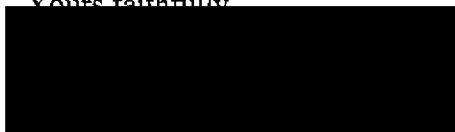
re: **CONVERSION OF EXISTING NIGHTCLUB PREMISES INTO TWO TOWN HOUSE AND
TEN APARTMENT FLATS "THE BEACH", ESPLANADE, BOGNOR REGIS, PO21 1SY.**

On behalf of my client I have pleasure in submitting herewith for detailed planning approval the following documentation with regard to the above:

- Drawing Nos 4490/1-20 inclusive being site plan & block plan, plans & elevations as existing together with plans & elevations as proposed for the conversion, alterations & extensions to the above.
- Planning, Design & Access statement.
- Completed signed and dated planning application forms including check lists.
- My client's cheque in the sum of £4,020.00 being the planning fee required at £335.00 per new unit.

I trust that the above meets with your approval but should you have any comments to make or wish to discuss our proposals in any further detail please do not hesitate to contact us.

Yours faithfully



K.E. HILTON

Enc's.

K.E. HILTON, C. Eng., M.I. Struct. E., F.F.B. - Consultant

P. HAYERS - Assistant Engineer

C.R. Barrow - Assistant Engineer

K.E. HILTON & ASSOCIATES

Chartered Structural Engineers

Tel/Fax:
Tel/Mob:

E-mail:



2 Albert Chambers
Sudley Road
Bognor Regis
West Sussex
PO21 1EQ

PLANNING, DESIGN AND ACCESS STATEMENT (IN ACCORDANCE WITH APPENDIX 'A')

re: CONVERSION OF EXISTING NIGHTCLUB PREMISES INTO
TWO TOWN HOUSE AND TEN APARTMENT FLATS
"THE BEACH", ESPLANADE, BOGNOR REGIS, PO21 1SY

REF: KEH/sep/4490

CONTEXT

The premises referred to above is located on a prominent seafront corner site with elevations to the south viewing the seafront promenade and pier, and to the west side overlooking Waterloo Square, the pier and promenade.

The ground floor of the premises is predominately occupied by retail outlets of shops, restaurants and cafes.

The area to be converted is to the rear ground floor and first and second floors over which are presently occupied by the "Mud Club" which has traded under various different names over the last forty years going through different periods of fashions and refits over that period of time.

In recent times there have been constant complaints from local residents regarding noise and disturbances during trading hours. This has been amplified and made more difficult to control since the smoking ban enforcement in July 2007 as the premises does not easily lend itself to provide outside space without accessing the street scene which causes emission of noise and constant disturbances. As a result the "Mud Club" ceased trading in October 2010.

It is therefore considered that this planning application will be supported by many local residents, particularly those in the adjoining Cavendish House and Arun District Council as the landlords to the premises.

The local Police are also under pressure to make cuts in the current climate so will also be pleased to be able to divert their resources to other areas.

It is now proposed to extensively alter and extend the property where necessary to form two three bedroom town houses, four luxury direct sea view two bedroom flat units and six one bedroom flat units overlooking Waterloo Square.

PLANNING

It is considered that the proposals satisfy all planning conditions and materials have been carefully selected to blend and match in with the surrounding area which is within a Conservation Area. The proposals are considered to provide an ideal opportunity to renovate and upgrade the site as a whole and is considered to be in keeping with the general architectural street scene to the both the promenade and Waterloo Square.

K.E. HILTON, C. Eng., M.I. Struct. E., F.F.B. - Consultant

P. HAYERS - Assistant Engineer

C.R. Barrow - Assistant Engineer



As a nightclub over the existing ground floor areas the existing first floor has already been extensively treated for sound and fire protection. In addition, the live loading from domestic use will be considerably reduced from the nightclub usage thus relieving the overall loading on any existing load bearing walls, steel beams, columns and foundations.

In addition, it is proposed to replace all the existing windows which are considered to have reached the end of their effective life and replace same with new double glazed uPVC white woodgrain effect windows by specialist supplier (details and samples to be submitted for planning approval). All new windows and patio doors to be of matching design.

AMOUNT

The amount of the development is contained within the existing site area with the second and third floor areas added to the west Waterloo Square elevation. The general layout and access is as indicated on the drawings attached together with the layout of the town houses and flat units which are listed hereunder giving total floor areas:-

• Town house 1 (three bedroom)	112 ² M
• Town house 2 (three bedroom)	126 ² M
• Flats 1, 5 & 8 (one bedroom)	49 ² M each
• Flats 2, 6 & 9 (one bedroom)	46 ² M each
• Flat 3 (two bedroom)	68 ² M
• Flat 4 (two bedroom)	104 ² M
• Flats 7 & 10 (two bedroom)	74 ² M

843²M

SCALE AND APPEARANCE

The scale of the proposed development is contained within the existing site boundaries and is considered to be in keeping with the general street scene, blending in and complimenting other developments and improvements which have occurred along Bognor Regis promenade seafront and Waterloo Square.

LANDSCAPING

Not applicable in this location.

ACCESS

Private pedestrian access has been provided to each area of the development with staircases where applicable. As a town centre development parking requirements are provided by the existing nearby street locations.

FLOOD RISK ASSESSMENT

Not considered applicable to the flat units. The ground floor level of the town houses to be raised and not be less than the existing ground floor levels of the existing retail shop units.

