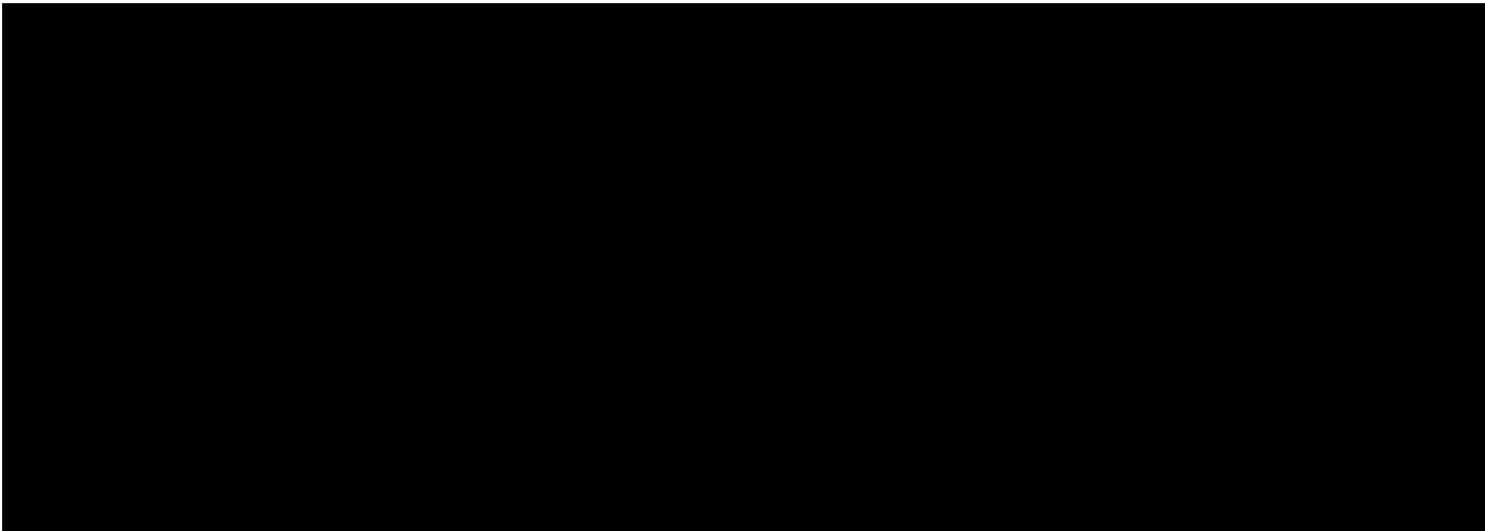
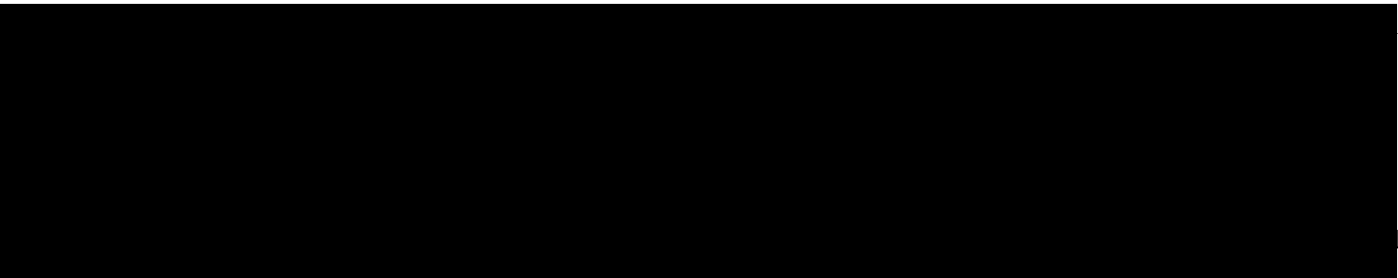
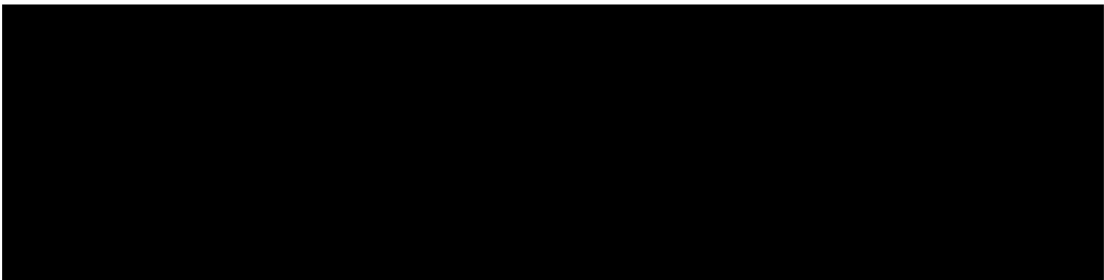




Hi Planning Responses,

Could the below email thread be uploaded to the above application file but with the attachments removed please?

Kindest regards,



Dear James

I refer to your e-mail of 23 April 2020 and to subsequent exchanges of e-mails concerning the above mentioned application. In your initial w-mail of 23 April 2020 you required the completion of a Section 106 Unilateral Undertaking as part of compensatory measures relating to the fact that Aldwick House lies within 5km radius of Pagham Harbour, a RAMSAR site, a Special Area of Conservation, and SSSI and a Local Nature Reserve.

I have now attached to this e-mail a Draft copy of the Section 106 Unilateral Undertaking prepared by my clients solicitor, Helen Wood of Engleharts Solicitors, Vallance Hall, Hove Street, Hove, East Sussex BN3 2DE, along with related documents including a Location Plan, Title Plans and Office Copy Entries relating to the application site. The attached Section 106 UU follows the template provided by your Authority. An alteration has been made to the definition of "*Commencement of Development*" in that, as you will appreciate, the application is primarily concerned with a material change of use of the land from a Class C2 32-bed care home to a sui generis 38 Bedsit HMO. An integral part of the application also concerns the demolition of a conservatory and store and the construction of a single storey rear extension.

In accordance with your template Section 106UU the demolition works where it forms part of the proposed development on the application site would not constitute a commencement of development, and this would then lead in my opinion to a potentially unsatisfactory situation as to interpretation of when a commencement of development had occurred. It therefore would appear appropriate to include demolition works, being a material operation, as constituting a commencement of development, since this would then leave no doubts as to when a lawful commencement had been carried out.

I should be grateful if you could forward all the details associated with the Section 106 UU attached to this e-mail to your Council's solicitor in order to obtain confirmation of acceptance of the legal wording of this Unilateral Undertaking, before executing the Deed.

In your earlier e-mail of 23 April 2020 you also requested information relating to the marketing of the application site given its lawful Class C2 use.

Aldwick House was first marketed as a going concern in early 2018 by Christie & Co, and the site remained on the market for the majority of that year at which time it was being lawfully used for Class C2 purposes. No genuine or tangible interest was received from care home providers during the period that Christie & Co were marketing the site and this was due to the fact that a buyer could not be found who could fund or complete the deal. A principal reason why the care home closed in February 2019 was due to the fact that it was increasingly difficult to provide effective, safe, high quality care within the physical environment of the building, whilst improvement works were needed, which when costed were exorbitantly expensive. The availability of nurses and carers along with Local Authority fees were below the fair cost of care for the residents, and it is clear that prospective purchasers for the care home use had formed the same opinion. As a consequence the care home had become uneconomic, it being able just about to break even, without the safety net of generating a sufficient return to upgrade and redevelop areas important in securing its long term survival. When the care home was closed, it was undertaken in full consultation with the Local Authority Adult Social Services Team which included discussion and explanation at the time surrounding the reasons for closure.

Aldwick House was subsequently marketed by a firm of commercial agents, Acorn, from February 2019 with vacant possession and I have enclosed for your attention a brochure confirming their appointment as sole agents. Again, no tangible interest was shown, despite being marketed across all the usual websites and channels. My clients consider this was due to the increasing costs of improvements and renovation works necessary for the building. My clients were able to secure agreement to a conditional contract subject to planning permission at a figure 21% below its asking price, albeit it is important to record that this is due to the fact that Gatwick Bedsits estimate that approximately £1million needs to be spent on the building in order to meet the high quality specification they demand for their own product, in accordance details included in Gatwick Bedsits Limited's own brochure, a copy of which is attached to the planning statement. Conversions to other uses, i.e. flats, would involve capital costs in excess of this amount.

I trust you will find this information of assistance. I await hearing from your HMO officer as to his/her agreement on the insertion of a dormer window to Room 38, and your Council's solicitor's agreement to the wording of the Section 106 UU. Meanwhile should you require any further information, or you or your Members wish to visit a property used for bedsits in my clients' ownership, please do not hesitate to contact me, and this will be arranged.

Kind regards

Tim North

Tim North MSc BSc(Hons) DipTP MRTPI
Managing Director



Tim North
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Limited

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