

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

26 May 2026

Our Reference: 180641

Dear Sir/Madam,

Land at Ford Airfield, Ford

Application for approval of the Open Space Scheme and Play Areas Scheme pursuant to the Fifth Schedule (Clauses 1.2 and 2.2) of the Section 106 Agreement dated 13 July 2023, linked to outline planning permission F/4/20/OUT (as amended by F/3/25/NMA and F/22/25/NMA)

Phases IRM (F/14/24/RES) RM1 (F/15/24/RES) and RM4 (F/16/24/RES)

On behalf of Vistry Homes Limited, tor&co hereby submits details for approval of the Open Space Scheme and Play Areas Scheme pursuant to the Fifth Schedule (Clauses 1.2 and 2.2) of the Section 106 Agreement dated 13 July 2023 (as amended), relating to outline planning permission F/4/20/OUT.

This submission addresses the pre-commencement requirements for Phases IRM, RM1 and RM4. The application form, this covering letter and supporting documents have been submitted to Arun District Council via email.

For clarity, no public open space or play area is proposed within RM1, although the phase is included within this submission for completeness.

Background and Section 106 obligation details

Arun District Council granted planning permission on 14 July 2023 (ref: F/4/20/OUT) for development at Land at Ford Airfield, Ford, comprising:

Outline planning application (with all matters reserved except for access) for the development of up to 1,500 dwellings (Use Class C3), 60-bed care home (Use Class C2), up to 9,000 sqm of employment floorspace (Use Classes B1), local centre of up to 2,350 sqm including up to 900 sqm retail / commercial (Use Classes A1-A5) and 1,450 sqm community / leisure floorspace (Use Classes D1-D2), land for a two-form entry primary school (Use Class D1), public open space, allotments, new sports pitches and associated facilities, drainage, parking and associated access, infrastructure, landscape, ancillary and site preparation works, including demolition of existing buildings and part removal of existing runway hardstanding.

This submission is made in accordance with Clauses 1.2 and 2.2 of the Fifth Schedule of the Section 106 Agreement.

The relevant definitions are as follows:

Open Space Scheme

"means a scheme to be submitted to and approved by the District Council in accordance with this Schedule, setting out:

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1. *the proposed timetable and programme for delivery of any Open Space within a Reserved Matters Area by reference to the Occupation of a certain number of Dwellings within that Reserved Matters Area or such other alternative trigger points for delivery of the scheme as may be approved by the District Council in writing when approving the scheme, and*
2. *a maintenance and management plan for any Open Space within a Reserved Matters Area to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation: and details of the circumstances in which the Open Space may be closed to the public for maintenance, management, health and safety, and other reasons”.*

Play Areas Scheme

“means a scheme to be submitted to and approved by the District Council in accordance with the Phasing Strategy submitted in accordance with the Planning Permission”.

Appendix A to this letter includes a copy of the Fifth Schedule.

Submitted information

The following documents accompany this submission:

- Application form
- Strategic Maintenance and Management Plan (Open Space Scheme / Play Areas Scheme), Phases IRM, RM1 and RM4 (the “SMMP”), dated May 2026, prepared by CSA Environmental
- Approved Site Wide Phasing Strategy Plan (drawing ref. TOR-XX-XX-DR-A-L(--))C5001, Rev B), approved under F/36/24/DOC on 17 December 2024. Submitted for information and phasing reference purposes only.

Strategic Maintenance and Management Plan

The SMMP establishes the overarching landscape and ecological management strategy for the Green Infrastructure (open space / landscape) areas across Phases IRM, RM1 and RM4. In accordance with the requirements of the relevant S106 definitions, set out above, the SMMP sets out the objectives for landscape management, habitat retention and creation and ongoing management of landscape types and habitats across the site.

The SMMP has been prepared in accordance with the principles established within the approved Design Code (September 2024) (application ref. F/10/24/DOC) and the approved detailed landscape drawings for areas of open space and play areas within IRM and RM4, as listed in Appendix A of the SMMP.

Each future phase will have regard to the strategic management objectives set out within the SMMP. It is anticipated that the SMMP will be updated and refined alongside further reserved matters applications to ensure consistency across the wider development and appropriate management of each phase.

The SMMP identifies long-term management objectives in Section 6, general management prescriptions in Section 7, and detailed management prescriptions in Section 8. These measures are intended enhance botanical diversity and habitat structure across the site, in order to retain existing and encourage new wildlife.

The SMMP provides details of the long-term management objectives and maintenance schedules outlined at Section 10.

We trust that the submitted information is sufficient to enable Arun District Council to confirm compliance with, and discharge of, the Open Space Scheme and Play Areas Scheme obligations under the Section 106 Agreement in respect of Phases IRM, RM1 and RM4.

Should you require any further information, please do not hesitate to contact me.

Yours faithfully,



Harvey Wingfield BA (Hons) MSc MRTPI
Associate Director (Planning)

Appendix A

FIFTH SCHEDULE
OPEN SPACE AND PLAY

Definitions

In this Fifth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"LAP/LAPs"	means the 6 (six) local areas of play to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that each LAP shall consist of an activity area of no less than 100 (one hundred) m ² .
"LEAP/LEAPs"	means the 3 (three) local equipped areas of play (to include a minimum of 6 (six) inclusive and accessible play experiences) to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that each LEAP shall consist of an activity area of no less than 400 (four hundred) m ² .
"LEAP Commuted Sum"	the sum of £1,500 (one thousand five hundred pounds) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) Index Linked per LEAP for the future maintenance and management of the LEAP
"Management Company"	means a limited company or companies registered at Companies House, Community Benefit Society or other incorporated organisation which may already exist or which may be formed after the date of this Agreement for the purposes of carrying out future maintenance of the Play Areas and Open Space the details of which have been provided to the District Council which satisfy the District Council that;

1. it is incorporated in England and Wales or Scotland;

2. it has a registered office in England or Scotland;
3. its primary objects permit it to maintain and renew the Play Areas and Open Space;
4. it will be properly funded and able to undertake its management and maintenance obligations.

"MUGA"

means the 1 (one) multi use games area to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that the MUGA shall consist of an activity area of no less than 800 (eight hundred) m².

"MUGA Commuted Sum"

the sum of £1,500 (one thousand five hundred pounds) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) Index Linked per MUGA for the future maintenance and management of the MUGA.

"NEAP"

means the 1 (one) neighbourhood equipped area of play to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that the NEAP shall consist of an activity area of no less than 998.56 (nine hundred and ninety eight point fifty six) m².

"NEAP Commuted Sum"

the sum of £1,500 (one thousand five hundred) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) RPI Index Linked per NEAP for the future maintenance and management of the NEAP.

"Open Space"	means those areas of open space and amenity space to be provided within the Development the approximate location of which is to be shown on the plan labelled "S106 – OPEN SPACE PLAN" at Appendix 11 or such other areas as the District Council may approve in writing to be laid out in accordance with the Open Space Scheme approved by the District Council and which FOR THE AVOIDANCE OF DOUBT shall exclude the Play Areas.
"Open Space Maintenance Commuted Sum"	means the sum of £11.23 (eleven pounds and twenty three pence) per m ² to be paid by the Owner to the District Council if the Open Space is transferred to the District Council in accordance with this Schedule.
"Open Space Scheme"	means a scheme to be submitted to and approved by the District Council in accordance with this Schedule setting out: 1. the proposed timetable and programme for delivery of any Open Space within a Reserved Matters Area by reference to the Occupation of a certain number of Dwellings within that Reserved Matters Area or such other alternative trigger points for delivery of the scheme as may be approved by the District Council in writing when approving the scheme, and 2. a maintenance and management plan for any Open Space within a Reserved Matters Area to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation; and details of the circumstances in which the Open Space may be closed to the public for maintenance, management, health and safety, and other reasons.

"Parish Council"	means Ford Parish Council of Yapton and Ford Village Hall Main Road Yapton West Sussex BN18 0ET and in the event that Ford Parish Council should cease to exist any successor body to its functions provided that should Ford Parish Council become an independent body again after having ceased to exist previously the phrase "Parish Council" shall once again mean Ford Parish Council.
"Play Areas"	means the LEAPs and/or LAPs and/or NEAP and/or MUGA the number and location of which are to be identified by the Phasing Strategy and as approved by a relevant Reserved Matters Approval for each Reserved Matters Area.
"Play Areas Scheme"	means a scheme to be submitted to and approved by the District Council in accordance with the Phasing Strategy submitted in accordance with the Planning Permission.
"Play Areas Commuted Sum"	means the LEAP Commuted Sum and/or NEAP Commuted Sum and/or MUGA Commuted Sum as applicable to the Play Areas that provided within a Reserved Matters Area.

1 Open Space

Unless otherwise agreed in writing by the District Council the Owners covenant with the District Council:

- 1.1 The Owners shall ensure that each Reserved Matters Application shall identify any Open Space to be provided within the area of the Land covered by that application.
- 1.2 Not to Commence Development on any Reserved Matters Area which contains Open Space until the Open Space Scheme for the provision of any Open Space within that Reserved Matters Area has been submitted to and approved in writing by the District Council
- 1.3 Not to cause or permit Occupation of 80% (eighty percent) of the Dwellings in the relevant Reserved Matters Area until the Open Space for that Reserved Matters Area has been provided and laid out in accordance with the approved Open Space Scheme any conditions on the Planning Permission and the relevant Reserved Matters Approval.

- 1.4 Upon completion of the laying out of the Open Space for the relevant Reserved Matters Area, the Owners shall seek confirmation of completion in accordance with Clause 20.
- 1.5 Within 20 (twenty) Working Days of confirmation of completion in accordance with Clause 20 for the Open Space in the relevant Reserved Matters Area:
- 1.5.1 the Owners will offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the Approved Community Body in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Approved Community Body such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council or the Open Space Maintenance Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer and this offer shall remain open for acceptance for no less than 1 (one) month from the date of the offer being made (the "Offer Period")
- 1.5.2 in the event the offer made in accordance with paragraph 1.5.1 is not accepted within the Offer Period the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the District Council or the Parish Council (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or the Parish Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council the Open Space Maintenance Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer; or
- 1.5.3 the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the Management Company in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and FOR THE AVOIDANCE OF DOUBT the Open Space Maintenance Commuted Sum is not payable if the Open Space is transferred to the Management Company.

1.6 The Owners shall not cause or permit:

- 1.6.1 the Occupation of more than 90% (ninety percent) of Dwellings on any Reserved Matters Area containing Open Space until the transfer referred to in paragraph 1.5 above has been executed by the Owners and delivered to the District Council Parish Council the Approved Community Body or Management Company (as appropriate); or
- 1.6.2 the Occupation of more than 1,400 (one thousand four hundred) Dwellings where all the Open Space within the Development is to be transferred together to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate) until the transfer referred to in paragraph 1.5 above for all the Open Space has been executed by the Owners and delivered to the District Council the Parish Council or Management Company (as appropriate).

2 Play Areas

- 2.1 The Owners shall ensure that each Reserved Matters Application shall identify any Play Areas to be provided within the area of the Land covered by that application.
- 2.2 Not to Commence Development of any Reserved Matters Area which is to include a Play Area until a Play Areas Scheme for that Reserved Matters Area has been submitted to and approved in writing by the District Council.
- 2.3 Not to cause or permit Occupation of 80% (eighty percent) of the Dwellings in the relevant Reserved Matters Area until the identified Play Areas have been provided and laid out in accordance with the approved Play Areas Scheme any conditions on the Planning Permission and the relevant Reserved Matters Approval.
- 2.4 The Owners covenant with the District Council that after the Play Areas for that Reserved Matters Area have been laid out they will not use the Play Areas in that Reserved Matters Area or cause or permit the Play Areas in that Reserved Matters Area to be used for any purpose other than as a children's play area.
- 2.5 Upon completion of the laying out and landscaping of any Play Area in the relevant Reserved Matters Area, the Owners shall seek confirmation of completion in accordance with Clause 20.
- 2.6 Within 20 (twenty) Working Days of confirmation of completion in accordance with Clause 20 for each Play Area in the relevant Reserved Matters Area:

2.6.1 the Owners will offer to transfer the unencumbered freehold of that Play Area for that Reserved Matters Area/s to the District Council the Parish Council or the Approved Community Body (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council the Parish Council or the Approved Community Body such transfer to be with full title guarantee, vacant possession on completion and pay to the District Council the respective Play Areas Commuted Sum for that Reserved Matters Area/s on completion of the transfer and this offer shall remain open for acceptance for no less than 1 (one) month from the date of the offer being made (the "Offer Period");

2.6.2 in the event the offer made in accordance with paragraph 2.6 is not accepted within the Offer Period the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Play Area for that Reserved Matters Area/s to the District Council or the Parish Council (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or the Parish Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council the Play Areas Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer; or

2.6.3 the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of that Play Area for that Reserved Matters Area to the Management Company in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and FOR THE AVOIDANCE OF DOUBT the Play Areas Commuted Sum is not payable if a Play Area is transferred to the Management Company.

2.7 The Owners shall not cause or permit:

2.7.1 the Occupation of more than 90% (ninety percent) of the Dwellings on any Reserved Matters Area containing a Play Area until the transfer referred to in paragraph 2.6 above for all the Play Areas on that Reserved Matters Area has been executed by the Owners and delivered to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate), or

- 2.7.2 the Occupation of more than 1,400 (one thousand four hundred) Dwellings where all the Play Areas within the Development are to be transferred together to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate) until the transfer referred to in paragraph 2.6 above for all the Play Areas has been executed by the Owners and delivered to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate).