

ARUN DISTRICT COUNCIL				
No.	LU	517	04	
ADDITIONAL INFORMATION				
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**Design and Access Statement in Support of The
Proposed Redevelopment of**

LITTLEHAMPTON COVERED MARKET



November 2006

1.0 INTRODUCTION

The former Littlehampton Market Site is located in the centre of the town on the edge of the established retail area and within 130 metres of Littlehampton Railway Station.

The existing buildings on the site are now disused and have fallen into a state of disrepair. Vandals and water ingress have caused considerable damage to the fabric of many of the structures and the site is now the source of much concern to the adjacent residents and commercial premises and the town as a whole.

The site has been under consideration for redevelopment for some time and the Council resolved to grant planning permission for a mixed use development of 47 residential units and roughly 10,000 ft² of retail space. A notice was issued on 17th May 2005, Planning Application reference number LU/517/04.

These proposals seek to modify that approved scheme to provide a mix of 60 new 1 and 2 bed flats and 327.5m² (3525 ft²) of retail space. There is additionally the existing retail unit at 26-28 Surrey Street with a floor area approx 93m² (1000 ft²) and the one bedroom flat over that are to be retained.



One of the existing out-buildings now derelict, having been vandalised and squatted in, it is now burnt out.

2.0 SITE ANALYSIS

2.1 SITE HISTORY

According to historical research, the site was developed prior to 1876 with residences and possibly commercial premises such as shops and a post office (see figures 1 and 2).

During the 1920s/1930s the site was redeveloped with the construction of a large warehouse size building, which appears to have remained largely unchanged through to the present. The building is denoted on historic maps dating from 1959 and in 1970 the map shows the building as being a garage (see figures 3 and 4),

The buildings were subsequently converted into a covered market during the late 1970's/early 1980s (see figure 5). The market is believed to have closed in about 2002/2003 and the buildings have since remained unoccupied.

An outline planning consent was granted by Arun District Council for a mixed used residential/retail development on the site on the 4th June 2003 Under application reference number LU/163/02.

As stated above, the site is now the subject of another resolution to grant planning permission and this submission is seeking to modify those proposals.

The following maps provide a pictorial representation of how the site and surrounding land has evolved since 1876

1876 Sussex Sheet LXIII.13/14
Scale 1:2500



Figure 1 : 1876 Map

Figure 2 : 1883 Map

1959 Sheet TQ 0201/2
Scale 1:2500

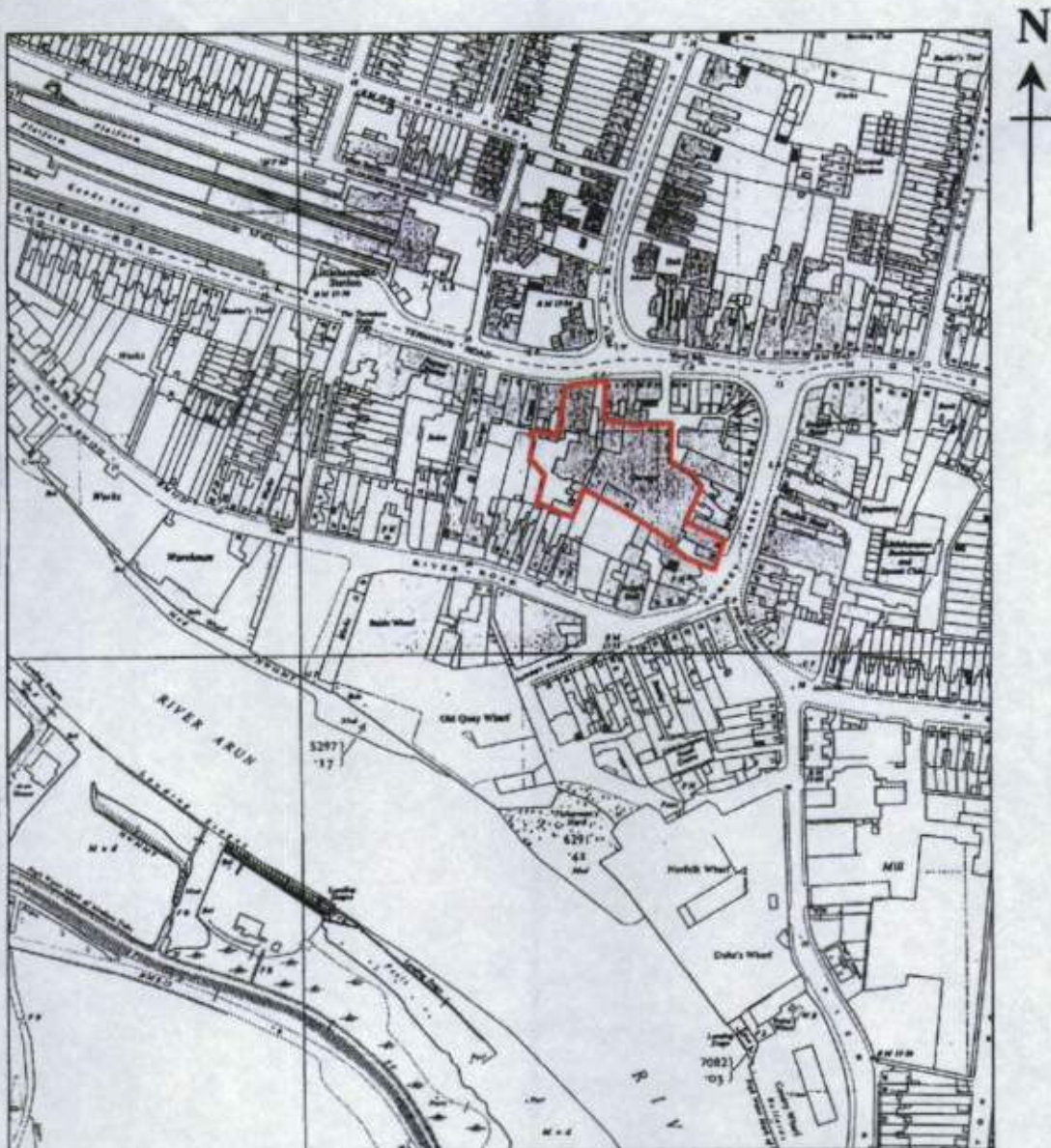


Figure 3 : 1959 Map

1970 Sheet TQ 0201/2
Scale 1:2500

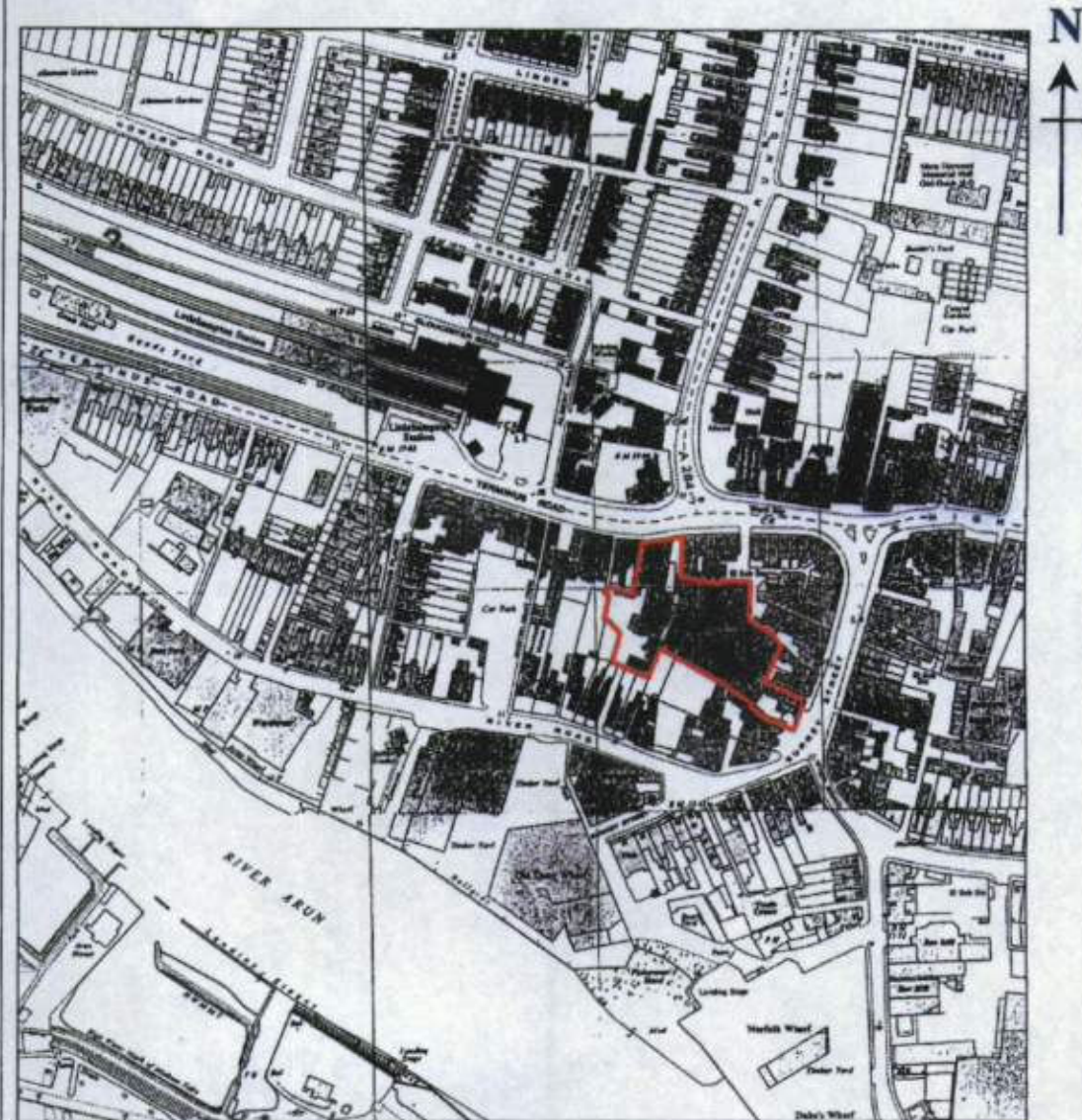


Figure 4 : 1970 Map

1984 Sheet TQ 0201/2
Scale 1:2500

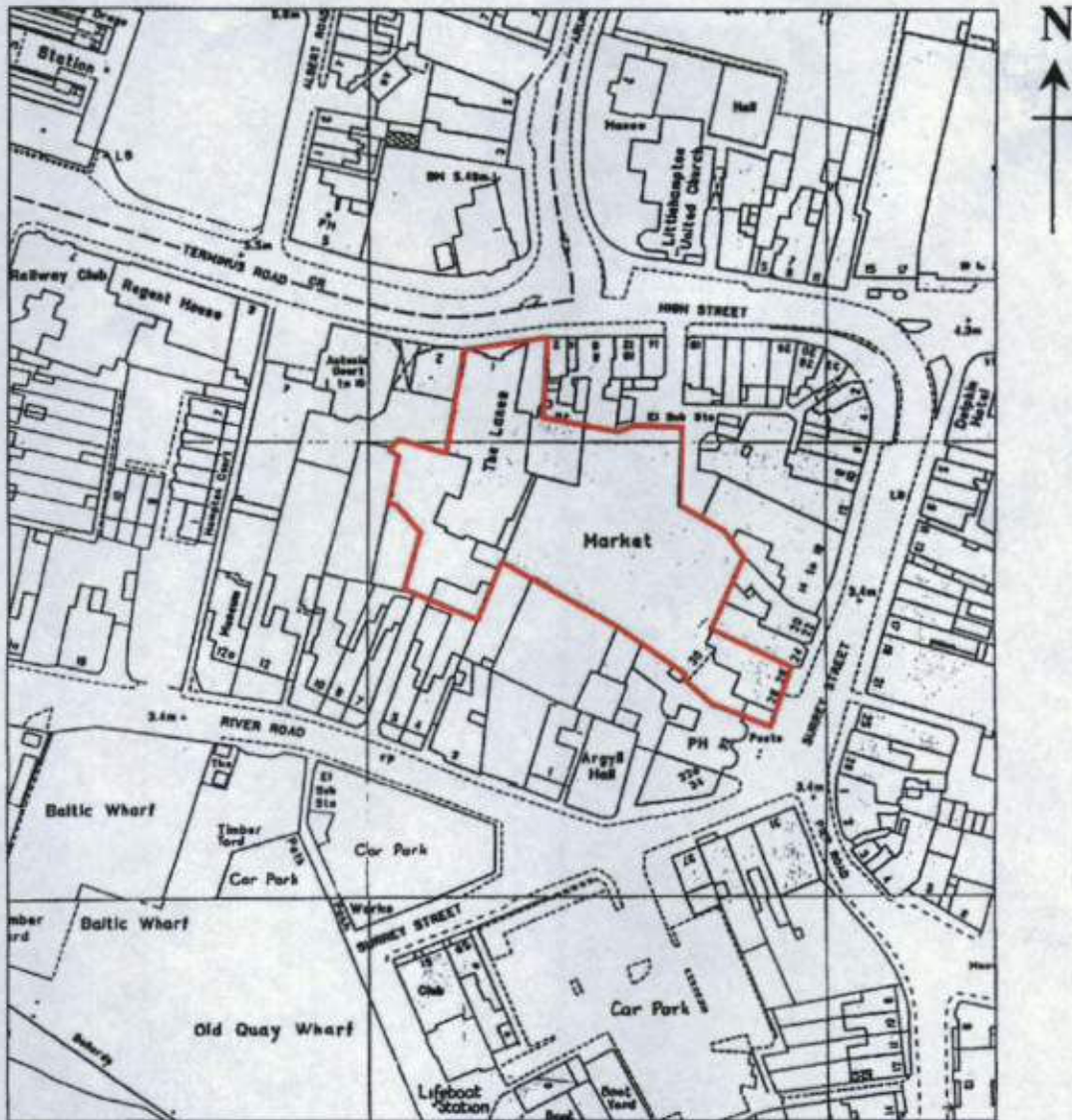


Figure 5 : 1984 map

2.2 SITE CONFIGURATION AND EXISTING BUILDINGS

The vast majority of the site is covered with a large steel framed warehouse structure which is predominantly two storey height at the eaves rising to roughly three storey height (9 meters) at the main ridge. There is a two storey retail/office building with frontage onto Terminus Road within that houses a former shopping arcade known as "The Lanes". There is a separate detached two storey building backing on to the properties in River Road.

There are 4 existing external 'yard' or service areas around the site each with its own separate access on to the highway. These can be identified on Application Drawing A217/4001.



River Road site
access



Surrey Street site access and existing retail unit with residential accommodation above.



Terminus Road site access with existing boarded up former market building adjacent to the access.



High Street access
between existing
retail units

The site is an irregular shape surrounded by the rear elevations, yards, gardens and accesses to the range of residential, retail and commercial properties that face onto Terminus Road, High Street, Surrey Street and River Road.



Rear elevation of
the adjacent High
Street properties
that face and
overlook the site.

The High Street and Surrey Street are to the North and East of the site and the rear yards and residential gardens of properties located in Surrey Street and River Road are to the South and West. Most of the existing surrounding properties are of 3 storey construction with pitched roofs. Two adjacent properties are listed.



The Cob and Pen
Public House
Listed Structure



Listed Georgian
building (left hand
side of frame)
fronting Surrey
Street.

Within easy walking distance from the site there is a full range of town centre facilities and amenities including bus services, shops, offices, banks, post office, medical and health facilities, sports and recreational, schools, etc. The demographics of this site clearly make it a highly sustainable environment.

All of the existing buildings on the site have fallen into a state of disrepair and are generally in a very poor condition having been subjected to vandalism and arson.

The entrances to the site have been closed off, hence this significant area of property remains closed and inaccessible and fails to contribute in any way to Littlehampton town centre.

2.3 DESIGN PRINCIPLES

These proposals are for a mixed use scheme comprising 60 new residential units on the ground and upper floors and 2 retail units (one existing unit and one new unit) amounting to 420m² (4,520ft²) of floor space.. See Appendix A for the schedule of accommodation.

The site is identified in the UDP as having a retail use. The principals of a mixed use retail/residential scheme on the site is now firmly accepted on this site as noted previously

This revised proposal seeks to confront and address serious concerns over the commercial viability of ground floor retail units within the centre of the site that do not benefit from road frontage into either Terminus Road, High Street, Surrey Street or River Road. A separate report is attached that considers the level of retail now proposed.

These proposals also address previous concerns expressed by the police over the sites permeability. The security of the site has been a major point issue for the police and the provision of security gates at the entrances has resulted in the police now offering their support for the proposals.

The principal of providing security gates across the access onto the site has already been accepted, as these did form part of the previous proposal.

In addition we have been consulting with the police over the requirement for CCTV coverage on the site. The police have confirmed to us that as a result of the change from the retail units to residential units on the ground floor they no longer require the CCTV installation.

We have also been involved in detailed discussions with the local Fire Service. Concerns had been expressed over the time it could take to access to source of a fire due to the configuration of the site and the proposed buildings. As a result of those discussions we have agreed with the Fire Officer that sprinkler installations will be provided to all units above ground floor. On this bases the Fire Officer has confirmed his support for the scheme.

As previously agreed, the vehicular access onto the site will be restricted to the Terminus Road entrance. A limit on the size of vehicles allowed onto the site has been agreed (except for emergency vehicles). There will also a pedestrian access into Terminus Road with further pedestrian access points into River Road and Surrey Street.

As previously stated there are two retail shop fronts to be provided. The existing unit has road frontage onto Surrey Street whilst the proposed new shop unit will have a significant road frontage onto Terminus Road. There is an existing residential unit above this shop unit that does not form part of this application.

The scheme will be assessed under the BRE's ECO Homes scheme. As a minimum the scheme will achieve a 'Very Good' rating. The assessment will consider all aspects of the design as well as its proximity to a range of amenities and public transport.

There is not a predominant architectural style in this area of Littlehampton however there are a number of buildings of architectural and historic value.

The style of architecture adopted for this scheme is designed to complement the various examples of vernacular that do exist around the town and adjacent to the site.

Detailed pre-application discussions have been held with the Council's Planning Officers, the Conservation Architect and agreement has reached over the scale of the buildings and the elevational treatments, details and material selection.

The new residences generally enjoy an outlook over the bright clean stylish courtyards created in the heart of the site. No Living accommodation is provided in a position that is likely to be affected by any of the perimeter commercial uses, particularly where the new residences are adjacent to the Pub gardens.

Over-looking and loss of amenity issues have therefore been designed out of the scheme with many of the apartments being single aspect overlooking the bright new courtyards within the site. The Application drawings highlight the relationships between the surrounding land uses and the proposed development as well as indicating the relationship between the existing structures to be removed and the proposed new structures.

The single aspect design overcomes the problem of the new residential units looking out on to the rear of the exiting retail, commercial and residential properties that exist around the perimeter of the site, some of which are particularly unattractive.

The outward facing elevations are generally of the same design and materials to match the architectural style of the scheme as a whole. The walls that form the boundary with the two pub gardens are designed to be replaced using traditional local flint and brick in a similar style to the walls that are existing. The existing boundary flint walls are in a poor structural condition with some of them relying on the structural support from the existing warehouse steel frame. The proposed reconstruction of the walls in matching materials is suggested as being a good long term solution to the stability of these walls.



Boundary wall to
Cob and Pen
garden

The heights of the perimeter walls are shown on the application drawings in relation to the existing building. This demonstrates that the new structures generally do not exceed the heights of the existing buildings we are proposing to replace. Where some heights have increased it is in areas where there would be no impact on the amenity of the adjoining properties.

As previously noted the site has an irregular complex form. As the existing buildings largely fill the perimeter boundary walls tend to also form part of the external envelope of the existing buildings. The proposed new buildings tend to follow the existing perimeter wall alignments around the site. The result of this is the creation of irregular shaped courtyard areas surrounded by articulated two and three storey elevations. There are some four storey elements however these towards the centre on the site away from the main road frontages.

External material selections and there locations on the elevations are intended to provided a building of quality with clean lines and well defined window and door apertures. There are only 3 main external materials, brickwork, render and weather boarding. This ensures the complex shapes are not the overly complicated with too many materials and colours. The use of the materials and the scale and proportion of the various building elements are designed to be 'traditional'.

All of the external windows will be timber double hung sash units with solid core panelled external doors.

The roof coverings will be a mixture of artificial slate pitched roofs and dormers with high performance membranes over the flat roof areas.

Material samples for these main components have been deposited with the Council. The specific materials proposed are:

Bricks	-	Baggeridge Bricks Ltd, Mataro Red Bricks
Render	-	Kilwaughter Chemical Company Ltd, 'K Rend', Buttermilk
Windows/doors	-	Timber double hung sash windows painted white
External Railings	-	Purpose made metal framed painted black
Roof	-	Grey Eternit riven edged artificial slates

Landscaping will generally be hard surfacing using a range of brick and concrete paving materials. The final detail of the paving is still to be agreed with the Planning Officer. We anticipate this element of the design will be a reserved matter and the approval to the final design and selection of materials for the paving will appear as a condition attached to the planning consent.

Soft landscape areas have been indicated on the application drawings. The final selection of planting we anticipate will be a reserved matter and will appear as a condition attached to the planning.

This site demands the highest standard of design and detailing to ensure the site maximises the development opportunity on this difficult irregular confined site. The massing and configuration of the proposed buildings respects the general development in this town centre location and in particular its juxtaposition with the existing adjacent buildings. As previously noted, this has involved detailed pre-application consultations to ensure the scheme is broadly agreed before submitting the formal application.

2.4 ACCESS

There are three principal points of access onto the site, from Terminus Road, River Road and Surrey Street.

All vehicular access for deliveries and parking are from the Terminus Road, There is also pedestrian access from Terminus Road with two further pedestrian access routes from River Road and from Surrey Street.. All of these access routes will have ramped and or level footways that connect the paved areas within the development to the existing adopted highway footpath.

Level thresholds are also to be provided at all external access doors into both the new residential accommodation and the new retail space.

Access onto the site for emergency vehicles and refuse vehicles will also be from the Terminus Road entrance. The refuse collection points are provided within designated travel distances. Some refuse collections will be made from Surrey Street however there is no vehicular access onto the site from this position. Refuse vehicles will park at the road side and refuse will be taken from the bin stores out to the refuse vehicle.

All ground floor accommodation will be DDA compliant and will be designed to meet current Building Regulations.

The site is located adjacent to bus routes servicing all areas of the town and the out lying villages.

Littlehampton main line railway station is within 300 metres of the site.

2.5 SECURITY

The design will be registered under the Secured by Design scheme. The Local Crime Prevention Officer has previously viewed the design and expressed concerns over the sites permeability. The provision of security gates has overcome those concerns and the police have now confirmed that the scheme does meet their requirements.

2.6 FLOODING

The Environment Agency have been consulted and they have confirmed that all living accommodation should be located above the level of the "200 year" tidal surge predicted for 2060. That level is set at 4.2 meters above Ordnance Datum Newlyn.

The proposed scheme satisfies the requirement with a minimum floor level of 4.5m. Floor levels have been indicated on the drawings to confirm the design does comply.

2.7 CONTAMINATION

A full site investigation report has been prepared by consulting engineers Ground Engineering Limited, reference C9071, dated November 2004 and has previously be submitted.

Risk assessments and method statements will be produced prior to construction to show how contamination and other environmental issues will be managed.

We anticipate that a condition will be attached to the planning consent preventing work from commencing on site until detailed matters for monitoring and carrying out any remedial works have been agreed with the Councils Environmental Health Officer.

2.8 REFUSE AND WASTE MANAGEMENT

Refuse storage and recycling centres are located at a number of positions around the site. These have been discussed and agreed with Arun Council both in terms of location and volumes of storage, the amount provided being in excess of the minimum requirement.

2.9 SECTION 106 AGREEMENT

There are a number of commuted payments that we understand would have to be attached to any planning consent, these are identified in the draft document attached at Appendix B.

There will also be a requirement for 30% of the residential units to be Affordable Housing. Martlet Homes have identified the 18 units that are to be retained as affordable homes. These are scheduled within the draft Agreement. We understand that in addition to the Affordable Housing requirement set out in the Section 106 Agreement Martlet Homes have identified a further 7 dwellings that they intend retaining for Affordable Housing. These units will be additional and outside the obligation set out in the Section 106 Agreement.

3.0 PLANNING POLICY

This application has been prepared in accordance with the requirements of Arun District Councils adopted policies as set out in Arun District Plan 2003 and the West Sussex Structure Plan 2001-2016.

The site is located within the Built-up Area Boundary and abuts the Designated Conservation Area and lies within the Principal Shopping Area.

Accordingly the following policies apply:

West Sussex Structure Plan:

Housing Provision

Policy NE2

(a) Residential development should be permitted provided that the new dwellings are of sizes, types and tenures suited to the varied needs of local households.

In order to maintain the supply of dwellings and to minimise the need to develop greenfield sites, any development which will lead to the net loss of existing dwellings should not be permitted especially dwellings which are suitable for people not easily able to compete in the existing housing market.

(b) Local plans will include policies to:

(1) secure an appropriate mix of dwelling sizes, types and tenures in new residential development in different locations taking into account the need:

(i) for dwellings suitable for the projected large increase in West Sussex of small households (such as single persons, small families and the elderly);

(ii) for low-cost housing, aimed at the lower-end of the market;

(iii) of specific groups including the elderly, people with disabilities, and ethnic minorities; and

- (iv) through the design and distribution of dwellings, to avoid physical distinctions between social groups and avoid the creation of large areas of housing of similar characteristics;
- (2) maintain and increase the supply of dwellings by:
 - (i) permitting proposals which involve no net loss of existing dwellings, subject to the other policies of this Plan; and
 - (ii) allocating land and permitting new residential development to meet the requirement in Policy NE1 in accordance with LOC1 and Policy NE4; and
- (3) meet the proven needs of specific groups, such as agricultural workers, which will not otherwise be met.

Policy NE3

- (a) Residential developments (and, where appropriate, other forms of development) of more than a locally-defined size should be permitted provided that they include a proportion of dwelling sizes and types to meet the proven needs of people (including key workers) who are not able to compete in the general housing market.
- (b) Local plans will:
 - (1) identify the threshold or thresholds above which a proportion of subsidised housing should be provided within new development and the appropriate level of provision; and
 - (2) include policies to:
 - (i) secure an appropriate mix of dwelling sizes and types in new development to meet the proven needs of people who are not able to compete in the general housing market; and
 - (ii) secure the provision of subsidised housing outside built-up area boundaries, as an exception to the general policy of restricting housing development in the countryside, in order to meet the proven needs of local people who are not able to compete in the open housing market.

Town, village, district and neighbourhood centres and retail development

Policy NE9

(a) Development within existing town, village, district and neighbourhood centres should be permitted provided that it helps them to adapt and reinforces their vital role in meeting needs, acting as the focus for a wide range of activities including retailing, leisure, cultural, business and residential uses, and as a focus for the integration of transport.

(b) Local plans will include policies to:

- (1) reinforce the roles of established centres and maintain or enhance their vitality, viability and character;
- (2) maintain or improve the retail function of established centres; and
- (3) allocate suitable sites or areas for additional retail and other development within the centres to meet any identified need.

Conservation areas and historic towns and villages

Policy CH4

(a) Development should not be permitted unless conservation areas will be preserved and, where possible, enhanced. Development should not be permitted unless the character of the historic towns and villages of the County will be protected and, where possible, enhanced and provided that the overall perception of each historic town or village as an entity, including Arundel and Chichester which are of national importance, will be retained.

(b) Local plans will include policies to ensure that:

- (1) the character and appearance of conservation areas is preserved and, where possible, enhanced; and
- (2) the setting, character, fabric (including open space), public views in and out, and general ambience of historic towns and villages as a whole are protected and, where possible, enhanced.

Archaeology

Policy CH7

(a) Development should not be permitted unless the archaeological heritage of West Sussex is protected and preserved and, where possible, opportunities are taken to promote the educational and amenity value of sites and areas (historic landscapes).

(b) Local plans will include policies to ensure:

- (1) the physical preservation in-situ of nationally important archaeological areas, sites or monuments, whether scheduled or not, and their settings;
- (2) the protection of other important archaeological areas and sites including, where appropriate, the preservation of remains in situ;
- (3) where necessary, that site evaluation is undertaken to define the character and significance of the archaeological or historic interest of proposed development sites; and
- (4) the excavation and recording of archaeological remains, the preservation of any finds and the subsequent publication of results.

Locational strategy

Policy LOC1

(a) The priority in West Sussex is to locate new development within towns and villages particularly through the reuse of previously-developed land (including the reuse or conversion of existing buildings). Accordingly, development within built-up area boundaries, including infilling, redevelopment and conversion, should be permitted provided that the impact on the character of the area and the environment, resources and assets of the County is acceptable.

(b) Development requirements which cannot be met within towns and villages or at sites with existing planning permission (subject to review at renewal), should be provided for mainly in the form of large-scale mixed-use development:

(1) at the following sites (a):

- (i) east of Angmering;
- (ii) Crawley (North East Sector) (b);
- (iii) south-east and south-west of Haywards Heath;
- (iv) Worthing (Durrington); and
- (v) north of Bognor Regis (Bersted/Felpham).

(2) at the following locations (c) in the north east of West Sussex associated primarily with growth in the Crawley/Gatwick area, part of the Western Policy Area identified in RPG9:

- (i) west of Crawley (d);
- (ii) west and south-west of East Grinstead; and
- (iii) west and/or south-west of Horsham.

(3) after 2011, at the following locations (c) in the coastal area associated primarily with the regeneration of that area:

- (i) at Chichester City; and
- (ii) in Arun District, west of the River Arun.

(iii) Prior to the allocation of sites at (i) and (ii) above, the district planning authorities, with the County Council, should ensure that satisfactory progress has been made to improve and upgrade the A27 to meet present need and the needs of new development. Development at these locations should not be permitted unless the necessary road infrastructure is in place or will be provided parallel with such development.

(c) In addition to the locations identified under (b), limited provision should be made in local plans for:

- (1) the small-scale, gradual growth of villages and small towns spread over the plan period which will assist the evolution of rural communities by meeting identified needs for housing and economic activity and supporting local facilities and services; and
- (2) small-scale extensions to main towns in the passenger transport

corridors to meet identified local needs not otherwise met by development under (a) and (b).

(d) Local planning authorities will:

(1) define built-up area boundaries in local plans for towns and villages which will include any land allocated to meet the development requirements of this Plan and local plans; and

(2) allocate sites in local plans which contribute to meeting the development requirements of this Plan and local plans taking into account the locational strategy in (a)-(c), the need to protect and enhance the qualities and characteristics of settlements which local communities value, and the other policies of this Plan.

Conversion of Rural Buildings for Industrial or Business Uses

High quality development

Policy DEV1

(a) Development should not be permitted unless the construction, layout, scale, appearance and landscaping are of high quality taking into account the need to:

(1) integrate with and, where possible, enhance adjoining land-uses and minimise potential conflicts between land-uses and activities;

(2) have regard to the local context including:

(i) the varied traditions and character of the different parts of West Sussex;

(ii) the characteristics of the site in terms of topography, natural and man-made features, and micro-climate;

(iii) the morphology, landscape, townscape, streetscape and skyline of the surrounding area;

(iv) views into and out of the site; and

(v) the use of materials and building styles;

- (3) create a sense of place which is easy to understand through the use of distinctive buildings, open spaces, routes, and landmarks (including works of art);
 - (4) give high priority to pedestrians, those with impaired mobility, cyclists and users of passenger transport, reduce the dominance of cars and roads, and integrate with existing transport provision;
 - (5) create a high quality, socially inclusive, and adaptable environment for occupiers and users which meets their long-term needs;
 - (6) create a safe and well-cared for environment where opportunities for crime and anti-social behaviour are minimised;
 - (7) protect and enhance the biodiversity of the site and the surrounding area;
 - (8) ensure energy efficiency, minimise the use of non-renewable energy, and maximise the use of renewable energy sources;
 - (9) minimise impact on and the use of natural resources (air, soil, water and minerals), minimise waste generation, and maximise the use of recycled materials; and
 - (10) meet the needs of service providers and ensure the integrated provision of infrastructure and utilities.
- (b) Local plans will include policies for specific areas, sites or topics to ensure that new development is of high quality taking into account the principles in (a).

Infrastructure requirements

Policy DEV3

- (a) New development should not be permitted unless the on-site and off-site infrastructure needs it creates (including facilities and services) are met, and it does not impose costs on the existing residents or businesses of West Sussex.
- (b) Proposals by service providers for the delivery of physical and social infrastructure to meet the needs generated by the levels of development in

West Sussex set out in Policy NE1(a), including provision funded by development under part (a) of this policy, should be permitted provided that the impact on character and the environment is acceptable. The provision of such infrastructure should be co-ordinated and phased with the delivery of the development.

(c) Local plans will include policies to ensure that:

- (1) new or improved infrastructure required to meet the needs of new development, whether on-site or off-site, is available or will be provided at the appropriate stage;
- (2) where appropriate, development is phased in step with the provision of new or improved infrastructure; and
- (3) where appropriate, contributions of land and finance can be secured towards the provision of new or the improvement of existing infrastructure (whether on or off-site) which is necessary to meet the needs of occupiers or users of new development and to avoid worsening conditions for users of existing infrastructure.

Travel needs and choices

Policy DEV4

(a) Development should not be permitted unless: the travel needs it generates are met; where possible, it reduces the need to travel; it achieves safe and convenient access by a choice of means of travel; it encourages and enables an increase in walking, cycling and the use of passenger transport; and the number and impact of motorised journeys is minimised.

(b) Local plans will include policies to ensure that:

- (1) wherever possible, development is located close to existing passenger transport, walking and cycling networks or major passenger transport interchanges or where this can be provided as part of the development;
- (2) development caters safely, conveniently and adequately for all travel needs by:

- (i) integrating with existing and proposed provision for pedestrians and cyclists and maintaining or improving existing patterns of movement on foot or by cycle;
 - (ii) providing convenient, safe and attractive facilities for pedestrians and cyclists;
 - (iii) providing convenient, safe and attractive facilities for those with impaired mobility (including the disabled);
 - (iv) integrating with existing and proposed provision for bus and rail transport, and maintaining or improving existing patterns of movement by bus or rail;
 - (v) securing the provision of new or improved passenger transport and the provision of convenient, safe and attractive facilities for users of passenger transport, including taxis;
 - (vi) ensuring safe and adequate access to the highway network; and
 - (vii) minimising the impact of motorised journeys.
- (3) where necessary, transport assessments are undertaken to assess whether safe and convenient access by all modes of transport can be achieved, that the development encourage and enable an increase in walking, cycling and the use of passenger transport, and that the number and impact of motorised journeys will be minimised; and
- (4) where necessary, the preparation and implementation of travel plans is secured to encourage and enable an increase in walking, cycling and the use of passenger transport.

Making the best use of land

Policy ERA1

- (a) Development in West Sussex should not be permitted unless it makes the best use of land (including the reuse of existing buildings) taking into account the principles in Policy DEV1, and provided that it does not prevent the future development of other areas of land.

(b) Local plans will include policies to:

- (1) secure higher density development or minimum densities in identified areas;
- (2) set a minimum net-site density (no less than 30 dwellings per hectare) for residential development and only as an exception, permit residential development at a net-site density below that minimum level; and
- (3) ensure that new development does not prejudice the comprehensive development of a larger site or the development of an adjoining area of land where there is a realistic expectation that the land could be developed.

ARUN DISTRICT COUNCIL LOCAL PLAN:

POLICY GEN1 Sustainability

All development must take full account of the need to protect the environment so that present-day demands do not compromise the ability of future generations to meet their own needs or enjoy a high quality environment. All development must reflect the need to safeguard and improve the quality of life of residents, conserve energy resources and protect and, where possible, enhance the Plan area's essential character and environmental assets such as:

- the Sussex Downs AONB;
- the general attractiveness and diversity of the landscape;
- the open and undeveloped nature of the countryside;
- areas of wildlife and ecological value;
- the setting, form and character of settlements;
- the quality of natural assets, such as air supply, water environments and high quality agricultural land;
- buildings and areas of historic and architectural interest;
- sites of archaeological importance;
- land of recreation and amenity value;
- the public rights-of-way network.

POLICY GEN2 Built-up Area Boundary

The boundaries of the built-up area for the purposes of the West Sussex County Structure Plan and this District Local Plan are defined on the Proposals Map. Development or redevelopment will be permitted within the built-up area boundaries, subject to the other policies in this plan. Outside the built-up area boundaries, development or redevelopment will not be permitted unless it is consistent with other Local Plan policies.

POLICY GEN4 Location and Travel Demand

When considering proposals for new development, consideration will be given to the effect the proposals will have on demand for transport. Planning permission will be granted for new development, provided that:-

- (i) it is located so as to minimise the demand for travel;
- (ii) it does not materially add to existing road congestion and air pollution; and
- (iii) appropriate provision is made for safe and convenient access by public transport, cyclists and pedestrians.

Before granting planning permission, the Local Planning Authority will need to be satisfied that any identified potential travel problems arising from a proposal will be resolved.

GEN7 POLICY GEN7 The Form of New Development

Planning permission will only be granted for schemes displaying high quality design and layout. Development proposals involving new buildings or significant extensions or alterations must be accompanied by an illustrated written analysis of the site and its immediate setting, together with its relationship with the relevant townscape, landscape, wildlife and movement characteristics of the wider area.

Development will be permitted provided it:

- (i) makes efficient use of land or buildings and, in the case of new residential development, achieves net densities of at least 30 dwellings per hectare;
- (ii) demonstrates that it responds positively to the identified characteristics and resources of the site and the area to create attractive places and spaces with the needs of people in mind and respects and enhances local distinctiveness;

- (iii) promotes sustainable development, including the effective use and conservation of energy and reducing the need to travel, particularly by private car;
- (iv) does not have an unacceptable adverse impact on adjoining occupiers, land, uses or property and, where relevant, facilitates the development of adjoining sites;
- (v) takes account of any unacceptable adverse impacts that may arise from adjoining land uses or property;
- (vi) retains significant open or wooded areas which, in their own right, make a material contribution to the local environment;
- (vii) allows for the safe movement of pedestrians and vehicles, giving priority to pedestrians;
- (viii) provides for vehicle parking in accordance with Policy GEN12 and Appendix 2 and open space in accordance with Policy GEN20.

In all cases, the District Council will expect a high standard of design and layout and all applicants will be encouraged to improve the visual amenities of the particular locality in scale, external appearance, hard and soft landscaping and materials.

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Development will be permitted provided it:

- (i) makes efficient use of land or buildings and, in the case of new residential development, achieves net densities of at least 30 dwellings per hectare;
- (ii) demonstrates that it responds positively to the identified characteristics and resources of the site and the area to create attractive places and spaces with the needs of people in mind and respects and enhances local distinctiveness;
- (iii) promotes sustainable development, including the effective use and conservation of energy and reducing the need to travel, particularly by private car;
- (iv) does not have an unacceptable adverse impact on adjoining occupiers, land, uses or property and, where relevant, facilitates the development of adjoining sites;

- (v) takes account of any unacceptable adverse impacts that may arise from adjoining land uses or property;
- (vi) retains significant open or wooded areas which, in their own right, make a material contribution to the local environment;
- (vii) allows for the safe movement of pedestrians and vehicles, giving priority to pedestrians;
- (viii) provides for vehicle parking in accordance with Policy GEN12 and Appendix 2 and open space in accordance with Policy GEN20.

In all cases, the District Council will expect a high standard of design and layout and all applicants will be encouraged to improve the visual amenities of the particular locality in scale, external appearance, hard and soft landscaping and materials.

POLICY GEN8 Development and the Provision of Infrastructure

Development will not be permitted unless the infrastructure or facilities made necessary by the development are available or will be provided at the appropriate time.

Permission may be granted subject to the development being phased in step with such provision by a landowner, developer or service provider. The Local Planning Authority may seek fair and reasonable contributions to be made by landowners or developers towards the cost of infrastructure, service or amenity provision, to meet the needs of the occupiers or users of the development. Regard will be had to the advice set out in Circular 1/97 on Planning Obligations.

POLICY GEN9 Foul and Surface Water Drainage

Planning permission for development which will materially increase foul and/or surface water discharges will be refused unless the Local Planning Authority is satisfied that either adequate drainage capacity exists or appropriate drainage capacity can be provided as part of the development. Consideration should also be given to the use of Sustainable Urban Drainage Systems (SUDS) as alternatives to conventional drainage where appropriate.

POLICY GEN12 Parking in New Development

The Local Planning Authority will base its consideration of the need for on-site parking provision on its parking standards contained within this Plan. Provision of parking in excess of these standards will not be allowed.

The Local Planning Authority may seek a lower provision than required by the standards for developments proposed in town centres and other areas accessible by other means of transport. In considering the extent of reduced on-site parking provision, the Council will have regard to environmental and highway safety issues, together with the following factors:-

- (i) the availability, type and proximity of public parking;
- (ii) the availability of alternative means of transport;
- (iii) potential highway safety problems;
- (iv) potential environmental harm arising from parking demand being met elsewhere;
- (v) the extent and nature of parking restrictions in force on highways in the vicinity;
- (vi) the scale of development proposed; and
- (vii) the suitability of "specific use" and "personal" conditions attached to planning permissions.

POLICY GEN18 Crime Prevention

Planning permission for new residential, commercial, recreation or community developments will not be permitted unless the Local Planning Authority is satisfied that the development includes crime prevention measures, as far as this is practicable and compatible with achieving a high quality design and layout.

POLICY GEN31 Contaminated Land

Development on or in close proximity to hazardous sites or contaminated land will be permitted provided the Council is satisfied that appropriate remedial measures can be or have been undertaken.

POLICY AREA2 Conservation Areas

Planning permission will be granted for development which preserves or enhances the character or appearance of a Conservation Area or its setting.

POLICY DEV11 Setting of Listed Buildings

Proposals which adversely affect the setting of a Listed Building, or group of Listed Buildings will be resisted. Where the principle of development in the grounds of, or near to Listed Buildings is acceptable, it should be sensitively designed and constructed of appropriate materials to ensure that the special qualities of the older buildings remain unimpaired. Where relevant, appropriate space about the building or buildings must be retained. Proposals for more distant buildings and tall structures, including pylons and masts, will be carefully assessed in respect of their effect on the settings of Listed Buildings.

POLICY DEV17 Affordable Housing

Within allocated and unidentified housing developments of 25 or more dwellings or residential sites of 0.8 hectare or more, irrespective of the number of dwellings, the Local Planning Authority will seek to secure the provision of affordable housing. The appropriate level and type of provision will be dependent upon identified local housing need, character of the area, suitability of the site and market conditions at the time of the submission of the relevant planning application.

Where sites are considered suitable for affordable housing but other factors demonstrate that on-site provision is not appropriate, the Local Planning Authority will seek direct provision on another site or, in exceptional circumstances, accept a payment in lieu of provision.

For the purposes of the Local Plan, affordable housing comprises both social and low cost market housing. The provisions made for social housing should ensure that appropriate arrangements are in place to ensure that it is provided, in perpetuity, to those in housing need in the District. This will usually be in conjunction with a Registered Social Landlord. The Local Planning Authority will use either planning

conditions or obligations to ensure provision of the agreed social housing element as part of the overall development.

The provisions made for low cost market housing should ensure that it will be available to people who cannot afford to rent or buy houses generally available on the open market.

POLICY DEV26 Criteria for Retail Development

The District Council will seek to maintain the existing hierarchy of retail centres within Arun. Retail development which accords with this objective will be permitted provided that:

- (i) it is of a high standard of design, materials and layout, and has due regard to the character of the site and its surroundings;
- (ii) it is easily accessible by public transport;
- (iii) it includes provision for access by cycle and on foot;
- (iv) it includes appropriate provision to enable access for people with disabilities;
- and
- (v) the design incorporates crime prevention measures.

Applications for A3 uses will need to be accompanied by details of the provisions for the extraction of fumes and cooking odours and the provision of areas for the collection of waste.

Paragraph 2.34 (principal Shopping Area)

Explanation - Principal Shopping Areas

2.34 In each Principal Shopping Area it is clear that different sections of these areas serve a different function. The primary shopping frontages are of most significance in respect of retail uses, whilst other areas serve a complementary function by adding to the services and facilities provided by the shopping centre. Principal Shopping Areas are identified on the Proposals Map for Bognor Regis, Littlehampton and Rustington.

The following Planning Policy Guidance are also relevant to this application:

PPS 1 – Delivering Sustainable Development

PPG 3 – Housing

PPS 6 – Planning and Town Centres

PPG 15 – Planning and the Historic Environment

PPG 16 – Archaeology and Planning

PPS 23 – Planning and Pollution Control

PPS 25 – Development and Flood Risk

4.0 SUMMARY

Martlet Homes are seeking to amend the existing scheme that Arun District Council have previously resolved to grant planning permission for.

The changes affect the mix and number of units, the amount retail accommodation and the architectural style.

The scheme seeks to address genuine concerns over the viability of providing small retail units within the development by replacing it with residential units. A detailed report is appended that sets out the commercial issues that arise.

Security and emergency access issues have also been addressed with this application.

The external elevations have been amended to provide a more traditional form of architecture. The basic form and elevational treatments have been discussed and agreed in some detail with the Planning Officer and the Conservation Officer.

We believe, that as with the previous scheme policy issues have been addressed and a high standard of design is being proposed and urge the Councils Officers and Members to support the amended proposals.

Appendix A

Schedule of Accommodation

LITTLEHAMPTON MARKET
SCHEDULE OF ACCOMMODATION

GROUND FLOOR

UNIT 1	<u>68.3</u> M ²	2 BED 4 PERSON
UNIT 2	<u>79.4</u> M ²	2 BED 3 PERSON
UNIT 3	<u>79.4</u> M ²	2 BED 3 PERSON
UNIT 4	<u>63.6</u> M ²	2 BED 3 PERSON
UNIT 5	<u>52.5</u> M ²	1 BED 2 PERSON
UNIT 6	<u>51.6</u> M ²	1 BED 2 PERSON
UNIT 7	<u>51.9</u> M ²	1 BED 2 PERSON
UNIT 8	<u>63.9</u> M ²	2 BED 3 PERSON
UNIT 9	<u>69.2</u> M ²	2 BED 4 PERSON
UNIT 10	<u>54.9</u> M ²	1 BED 2 PERSON
UNIT 11	<u>61.6</u> M ²	1 BED 2 PERSON
UNIT 12	<u>61.6</u> M ²	1 BED 2 PERSON
UNIT 13	<u>52.8</u> M ²	2 BED 3 PERSON
UNIT 14	<u>52.2</u> M ²	1 BED 2 PERSON
UNIT 15	<u>63.6</u> M ²	2 BED 3 PERSON
UNIT 16	<u>67.4</u> M ²	2 BED 3 PERSON

TOTAL GROUND FLOOR (16)

2B 4P = 2
2B 3P = 7
1B 2P = 7

TOTAL RESIDENTIAL 993.9 M²

GROUND FLOOR (Cont'd)

RETAIL UNIT 1 323 M²

RETAIL UNIT 2 – (Existing) 93 M²

TOTAL RETAIL 416 M²

FIRST FLOOR

UNIT 17	<u>75.7</u> M ²	2 BED 4 PERSON
UNIT 18	<u>80.3</u> M ²	2 BED 3 PERSON
UNIT 19	<u>75.7</u> M ²	2 BED 3 PERSON
UNIT 20	<u>65.6</u> M ²	2 BED 3 PERSON
UNIT 21	<u>70.1</u> M ²	2 BED 4 PERSON
UNIT 22	<u>51.6</u> M ²	1 BED 2 PERSON
UNIT 23	<u>63.9</u> M ²	2 BED 3 PERSON
UNIT 24	<u>68.5</u> M ²	2 BED 4 PERSON
UNIT 25	<u>51.3</u> M ²	1 BED 2 PERSON
UNIT 26	<u>51.3</u> M ²	1 BED 2 PERSON
UNIT 27	<u>48.3</u> M ²	1 BED 2 PERSON
UNIT 28	<u>49.0</u> M ²	1 BED 2 PERSON
UNIT 29	<u>53.4</u> M ²	1 BED 2 PERSON
UNIT 30	<u>54.9</u> M ²	1 BED 2 PERSON
UNIT 31	<u>61.6</u> M ²	1 BED 2 PERSON
UNIT 32	<u>61.6</u> M ²	1 BED 2 PERSON
UNIT 33	<u>52.8</u> M ²	2 BED 3 PERSON
UNIT 34	<u>57.2</u> M ²	1 BED 2 PERSON
UNIT 35	<u>63.6</u> M ²	2 BED 3 PERSON
TOTAL FIRST FLOOR (19)		2B 4P = 3 2B 3P = 6 1B 2P = 10 TOTAL RESIDENTIAL 1156.4 M²

SECOND FLOOR

UNIT 36	<u>68.3</u> M ²	2 BED 4 PERSON
UNIT 37	<u>78.0</u> M ²	2 BED 3 PERSON
UNIT 38	<u>82.6</u> M ²	2 BED 3 PERSON
UNIT 39	<u>56.9</u> M ²	1 BED 2 PERSON
UNIT 40	<u>67.2</u> M ²	2 BED 4 PERSON
UNIT 41	<u>63.9</u> M ²	2 BED 3 PERSON
UNIT 42	<u>68.5</u> M ²	2 BED 4 PERSON
UNIT 43	<u>51.3</u> M ²	1 BED 2 PERSON
UNIT 44	<u>51.3</u> M ²	1 BED 2 PERSON
UNIT 45	<u>48.3</u> M ²	1 BED 2 PERSON
UNIT 46	<u>49.3</u> M ²	1 BED 2 PERSON
UNIT 47	<u>53.4</u> M ²	1 BED 2 PERSON
UNIT 48	<u>54.9</u> M ²	1 BED 2 PERSON
UNIT 49	<u>62.5</u> M ²	1 BED 2 PERSON
UNIT 50	<u>62.6</u> M ²	1 BED 2 PERSON
UNIT 51	<u>52.8</u> M ²	2 BED 3 PERSON
UNIT 52	<u>57.1</u> M ²	1 BED 2 PERSON
UNIT 53	<u>63.6</u> M ²	2 BED 3 PERSON

TOTAL SECOND FLOOR (18)

2B 4P = 3

2B 3P = 5

1B 2P = 10

TOTAL RESIDENTIAL 1092.5 M²

THIRD FLOOR

UNIT 54	<u>66.7</u> M²	2 BED 3 PERSON
UNIT 55	<u>66.7</u> M²	2 BED 3 PERSON
UNIT 56	<u>53.4</u> M²	1 BED 2 PERSON
UNIT 57	<u>51.3</u> M²	1 BED 2 PERSON
UNIT 58	<u>51.3</u> M²	1 BED 2 PERSON
UNIT 59	<u>57.7</u> M²	1 BED 2 PERSON
UNIT 60	<u>55.7</u> M²	1 BED 2 PERSON
TOTAL THIRD FLOOR (7)		2B 3P = 2 1B 2P = 5 TOTAL RESIDENTIAL 402.8 M²

**TOTAL ACCOMMODATION
ALL FLOORS**

NEW BUILD RESIDENTIAL	2B 4P = 8 2B 3P = 20 1B 2P = 32
EXISTING RESIDENTIAL	2B 4P = 1
TOTAL	61 UNITS 3645.6 M²



Appendix B

Draft Section 106 Agreement

DATED

2006

MARTLET HOMES LIMITED

and

ARUN DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

AGREEMENT

Under Section 106 of the
Town & Country Planning Act 1990
and other powers relating to
Land at Littlehampton Covered Market,
Surrey Street/High Street,
Littlehampton
West Sussex

THIS AGREEMENT is dated the day of 2006 and is made between:

1. **MARTLET HOMES LIMITED** Company Registration number 03896674 whose registered office is at Martlet House Southern Gate Chichester West Sussex PO19 8SG ("the Owner")
2. **ARUN DISTRICT COUNCIL** of Arun Civil Centre Maltravers Road Littlehampton West Sussex BN17 5LF ("ADC")
3. **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ ("WSCC")

1. Background

- 1.1. The Owner is seised in fee simple in possession of inter alia the land at former site of Littlehampton Covered Market Surrey Street/High Street Littlehampton West Sussex shown for identification purposes only edged red on the Plan marked ("the Land")
- 1.2. The ADC is the Local Planning Authority
- 1.3. The WSCC is the Strategic Planning Authority and is responsible for the provision of library infrastructure in the area in which the Land is situated
- 1.4. The Owner has by planning application number [] dated [] and received by ADC on [] applied to the ADC for planning permission to develop (inter alia) the Land by change of use from existing mixed commercial for sixty, one and two bedroom flats and one retail unit

2. Interpretation

In this Agreement:

- 2.1. Words importing the masculine include the feminine and vice versa
- 2.2. Words importing the singular include the plural and vice versa
- 2.3. Words importing persons include companies and corporations and vice versa
- 2.4. Whereas there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

- 2.5. Any reference to a clause or schedule or plan is to one in to or attached to this Agreement
- 2.6. Any reference to a colour or letter is to be on the plans attached to this Agreement
- 2.7. In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it
- 2.8. References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and the ADC the successors to their respective functions
- 2.9. "the Act" means the Town & Country Planning Act 1990
- 2.10. "agreed" or "approval" means agreed or approved in writing and given for the purpose of this Agreement
- 2.11. "Affordable Housing Units" means the 18 flats to be built on the Affordable Housing Land made up of six one bedroom flats and three two bedroom flats for General Needs Rent and nine one bedroom flats and three two bedroom flats for Shared Ownership sale (namely Plot 1 on the Ground Floor Plots 6-13 on the First Floor and Plots 14-22 on the Second Floor on the Plan)
- 2.12. "the Application" means the planning application number [] made by the Owner to develop inter alia the Land and described fully in paragraph 1.4 above
- 2.13. "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out

- substantially in accordance with such planning permission
- 2.14. "Education Contribution" means the education contribution referred to in Clause 10 being a financial contribution towards the cost of providing the additional infrastructure required to accommodate the extra demands for education services that would be generated by the Development
- 2.15. "Library Contribution" means the library contribution referred to in Clause 8 to make good a deficiency in library provision arising from the Development in the area served by Littlehampton Library
- 2.16. "Occupation" means occupied or used for retail or residential purposes
- 2.17. "Plan" means the plan annexed hereto
- 2.18. "Retail Unit" means those units making up the Development which are to be used for non residential purposes
- 2.19. "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed
- 2.20. "TRO" means Traffic Regulation Order made under the Road Traffic Regulation Act 1984 to restrict the use of the Land to vehicles motorised or otherwise which are less than 7.5 tonnes in weight with the exception of emergency vehicles
- 2.21. "Registered Social Landlord" means a social landlord within the meaning of and registered in accordance with the provisions of Part 1 of the Housing Act 1996

2.22. "Retained Land" means the land to be retained by the Owner and shown edged green on the Plan marked

2.23. "Town Centre Amenities Sum" means Five Thousand Pounds (£5,000.00)

3. Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act Section 111 120 of the Local Government Act 1972 and all other enabling powers

4. Commencement

4.1. This Agreement shall come into effect upon the date of grant of planning permission pursuant to Application but the obligations in Clauses 5 6 7 9 and 11 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act provided that works demolition site clearance or archaeological works or site surveys shall not constitute commencement of Development for the purpose of this Agreement

4.2. On commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice annexed to this Deed as Schedule One addressed to ADC's Head of Planning Services and WSCC's County Planning Officer

Covenants in favour of ADC

5. Affordable Housing

5.1. The Owner is a Registered Social Landlord regulated by the Housing Corporation and is the Preferred Partner of ADC

5.2. It is the Owner's intention to retain ownership of the Retained Land and to transfer the remainder of the Land to a third party and enter into a

development agreement with a reputable builder to construct the Affordable Housing Units

5.3. The Retained Land shall be subject to the following covenants:

5.3.1. subject to Clauses 5.4 and 5.5 not to use the Retained Land otherwise than for the purposes of Affordable Housing

5.3.2. subject to Clauses 5.4 and 5.5 not to dispose of any of the Affordable Housing Units other than by sale by way of shared ownership or equity share or rental to Nominees of the Council (in relation to rental units) or the current Zone Agent for the time being (in relation to shared ownership and equity share units) to the intent that all such units shall be used for the purposes of providing housing to persons in need who are unable to afford to buy or rent at market values and market rates

5.3.3. the Affordable Housing Units shall be built without unreasonable delay and that the Affordable Housing Units shall be built and maintained to a standard and quality of finish and maintenance reasonably consistent with the overall quality of the remainder of the Development and the Housing Corporation's Scheme Development Standards latest edition

5.3.4. to enter into a Nomination Agreement with the Council on the same date as this Deed

5.4. In the event of any mortgagee (being the mortgagee of a Registered Social Landlord only) of the Retained Land wishing to enforce its security by way of sale (whether as mortgagee or through a Receiver) then subject to the mortgagee having complied with the requirements contained in Clauses 5.4.1 and 5.4.2 it may do so after which the Affordable Housing Land (or the relevant part the mortgagee wishes to sell) may be used free from the covenants set out in clauses 5.4.3 and 5.4.4

5.4.1. the mortgagee shall first give not less than twenty eight days written notice to the Council of its intention to either enforce its security or enter into possession

5.4.2. on the expiration of the twenty eight days referred to in clause 5.4.1 the mortgagee shall serve notice in writing on the

Council stating that it wishes to exercise its statutory power of sale and the mortgagee shall use its reasonable endeavours to sell the Affordable Housing Land (or the relevant part thereof) to the Council or to a Registered Social Landlord nominated by the Council at the price specified in the Offer Notice which shall be no greater than the Open Market Value or the Affordable Housing Land (or the relevant part thereof)

5.4.3. if the sale pursuant to the clause 5.4.2 has not been completed by the date sixty days after the date of the Offer Notice then the mortgagee may sell the Affordable Housing Land (or the relevant part thereof) by private treaty or otherwise and the Affordable Housing Land (or the relevant part thereof) will no longer be bound by the covenants set out in Clauses 5.3.3 to 5.3.4

5.5. The covenants set out in Clauses 5.3.2 and 5.3.3 shall not be binding or enforceable against:

5.5.1. any leaseholder (or their mortgagee) who purchases from the Owner the entire leasehold to an Affordable Housing Unit pursuant to an equity share arrangement

5.5.2. any leaseholder (or their mortgagee) who exercises their right to staircase to 100% their ownership of an Affordable Housing Unit

5.5.3. any tenant who exercises their statutory Right to Buy or Right to Acquire

and nor shall such covenants be binding or enforceable against such purchaser's successors in title

Covenants in favour of WSCC

6. Vehicle Weight Restriction

6.1. WSCC will at the Owner's request promote and process the required TRO which they will seek to expedite

6.2. The Owner will provide all necessary plans and drawings and shall pay WSCC's reasonable costs not exceeding [] in total in the promotion and processing of the TRO by WSCC

- 6.3. If and when the TRO detailed above is made by WSCC the Owner shall at its own expense implement the TRO and for the avoidance of doubt this shall include without limitation the provision and placing of all required signage
- 6.4. Not to allow the occupation of the retail unit forming part of the Development until the TRO has been implemented or the Owner has received confirmation in writing from WSCC that the TRO is not required which confirmation shall not be unreasonably withheld or delay in the event that it provides impractical or impossible to obtain the TRO within a reasonable time or at all

7. Library Contribution

The Owner covenants with WSCC:

- 7.1. On or before the commencement of the Development to pay to WSCC the Library Contribution of Five Thousand Seven Hundred and Fifty Pounds (£5,750.00) **PROVIDED THAT** if the commencement of the Development is after the [] the amount of the Library Contribution shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Library Contribution
- 7.2. Not to occupy or cause to be occupied any dwelling or retail unit forming part of the Development before the Library Contribution shall have been paid

8. WSCC covenants with the Owner

- 8.1. WSCC covenants with the Owner that upon receipt of the said Library Contribution as paid to WSCC under clause 7 it will hold it in a separately identified interest bearing section WSCC 's combined accounts and apply the same together with any interest accruing thereof to the provision of the facilities and services identified in the definition of Library Contribution
- 8.2. WSCC covenants with the Owner to issue them within ten years of the date of receipt of the Library Contribution an account certified by the

County Treasurer for the time being of WSCC detailing how the Library Contribution has been expended by WSCC

- 8.3. If or to the extent that the said Library Contribution shall not have been spent by WSCC at the date of the accounts referred to in Clause 8.2 above WSCC shall on such date refund to the Owner any unexpended part thereof together with compound interest thereon from the date of receipt of the Library Contribution as provided for in Clause 8.1 above by WSCC to the date of repayment at the base lending rate of HSBC Bank plc applicable at the date of repayment calculated on a day to day basis
- 8.4. If at the date referred to in Clause 8.2 of this Schedule WSCC shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in the definition of Library Contribution then WSCC shall not be required to refund any part of the Library Contribution required for that purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the Owner in the matter set out in Clause 8.2 hereof and refund any unexpended part of the Library Contribution in the manner set out in Clause 8.3 hereof

9. Education Contribution

The Owner covenants with WSCC

- 9.1. on or before the commencement of the Development to pay to WSCC the Education Contribution of Twelve Thousand Eight Hundred and Seventy Two Pounds (£12,872.00) **PROVIDED THAT** if the commencement of the Development is after the [] the amount of Education Contribution shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Education Contribution
- 9.2. Not to occupy or cause to allow to be occupied any dwelling or retail unit forming part of the Development before the Education Contribution shall have been paid

10. WSCC covenants with the Owner

- 10.1. WSCC covenant with the Owner that upon receipt of the Education Contribution as paid to WSCC under clause 9 it will hold it in a separately identified interest bearing section of WSCC's combined accounts and apply the same together with any interest accruing thereof to the provision of the facilities and services identified in the definition of Education Contribution
- 10.2. WSCC covenants with the Owner to issue them within ten years of the date of receipt of the Education Contribution an account certified by the County Treasurer for the time being of WSCC detailing how the Education Contribution has been expended by WSCC
- 10.3. If or to the extent that the Education Contribution shall not have been spent by WSCC at the date of the accounts referred to in Clause 10.2 above WSCC shall on such date refund to the Owner any unexpended part thereof together with compound interest thereon from the date of receipt of the Education Contribution as provided for in Clause 10 above by WSCC to the date of repayment at the base lending rate of HSBC Bank plc applicable at the date of repayment calculated on a day to day basis
- 10.4. If at the date referred to in Clause 10.2 of this Schedule WSCC shall have entered into a contract or other legally binding obligation to expend the Education Contribution or part thereof for the purposes specified in the definition of Education Contribution then WSCC shall not be required to refund any part of the Education Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the Owner in the matter set out in Clause 10.2 hereof and refund any unexpended part of the Education Contribution in the manner set out in Clause 10.3 hereof

Covenants in favour of ADC

11. Town Centre Amenities

The Owner covenants with ADC

- 11.1. on or before the commencement of the Development to pay to ADC the Town Centre Amenities Sum **PROVIDED THAT** if the commencement of the Development is after the [] the amount of Town Centre Amenities Sum shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Town Centre Amenities Sum
- 11.2. Not to occupy or cause to allow to be occupied any dwelling or retail unit forming part of the Development before the Town Centre Amenities Sum shall have been paid

12. ADC covenants with the Owner

- 12.1. ADC covenant with the Owner that upon receipt of the Town Centre Amenities Sum as paid to ADC under clause 11 it will hold it in a separately identified interest bearing section of ADC's combined accounts and apply the same together with any interest accruing thereof to the provision of the facilities and services identified in the definition of Town Centre Amenities Sum
- 12.2. ADC covenants with the Owner to issue them within ten years of the date of receipt of the Town Centre Amenities Sum an account certified by the County Treasurer for the time being of ADC detailing how the Town Centre Amenities Sum has been expended by ADC
- 12.3. If or to the extent that the Town Centre Amenities Sum shall not have been spent by ADC at the date of the accounts referred to in Clause 12.2 above ADC shall on such date refund to the Owner any unexpended part thereof together with compound interest thereon from the date of receipt of the Town Centre Amenities Sum as provided for in Clause 12 above by ADC to the date of repayment at the base lending rate of HSBC Bank plc applicable at the date of repayment calculated on a day to day basis
- 12.4. If at the date referred to in Clause 12.2 of this Schedule ADC shall have entered into a contract or other legally binding obligation to expend the Town Centre Amenities Sum or part thereof for the purposes specified in the definition of Town Centre Amenities Sum then ADC shall not be

required to refund any part of the Town Centre Amenities Sum required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the Owner in the matter set out in Clause 12.2 hereof and refund any unexpended part of the Town Centre Amenities Sum in the manner set out in Clause 12.3 hereof

13. Certificates

The Owner agrees with WSCC and ADC:

- 13.1. Where this agreement imposes a requirement for the making of a payment or the undertaking or an act or the cessation of an activity on a Specified Date the Owner shall give to ADC and WSCC notice of the Specified Date not more than seven dates after such Specified Date
- 13.2. If the Owner fails to give the notice required under Clause 11.1 above ADC and WSCC shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

14. Index Linking

The Owner agrees with ADC that any sums payable by the Owner to ADC under this Agreement not paid within twelve months of the date hereof shall be increased by the application of the following formula:

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

Where: A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the General Index of Retail Prices (all items) for the month two months before the Specified Date

D is the General Index of Retail Prices (all items) for the month twelve months following the date of this Agreement

C

D is equal to or greater than 1

15. Interest

The Owner agrees with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be four per cent (4%) above the HSBC Bank plc base lending rate applicable at the date the payment is received

16. Costs

The Owner agrees with ADC and WSCC:

- 16.1. to pay ADC and WSCC their respective reasonable legal costs incurred in preparing and entering into this Agreement

17. Payment Notice

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to ADC and WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule Two to this Agreement duly completed

18. General

The parties agree that:

- 18.1. nothing in this Agreement constitutes an obligation to grant planning permission
- 18.2. nothing in this Agreement grants planning permission or any other approval consent or permission required from ADC and WSCC in the exercise of any other statutory function
- 18.3. nothing in this Agreement fetters or restricts the exercise by WSCC and ADC of any of their powers
- 18.4. the obligations contained in Clauses 5 6 7 9 and 11 are planning obligations for the purpose of Section 106 of the Act

- 18.5. this Agreement constitutes a deed
- 18.6. this Agreement is enforceable by ADC and WSCC
- 18.7. nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contract (Rights of Third Parties) Act 1999
- 18.8. this Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time
- 18.9. this Agreement is a Local Land Charge and shall be registered as such

19. Arbitration Clause

SCHEDULE ONE

Commencement Notice

Pursuant to clause 4.2 Planning Obligation Described Below

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 AND REFERENCE	
PLANNING OBLIGATIONS DATE AND PARTIES	
START DATE:	

SCHEDULE TWO

Payment Notice

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

Please answer all the questions.

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 Number	
(b)	Contribution towards	
(c)	Amount of contribution due	
(d)	Date upon which contribution is due	
(e)	Amount of contribution enclosed	