

REPRESENTATION — DM/26/1985 (APPLICATION UNDER SECTION 106A TO MODIFY OR DISCHARGE A PLANNING OBLIGATION)

██████████ Weald Chase, The Street, Bolney, West Sussex. RH17 5PF · 10 September 2026

FAO Joanne Fisher, Case Officer, Planning Department, Mid Sussex District Council, Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS

Re: Application DM/26/1985 — application by Cala Management Limited under section 106A of the Town and Country Planning Act 1990 in respect of the Section 106 Agreement dated 18 November 2025 relating to outline permission DM/25/1129; Land at Foxhole Farm, Foxhole Lane, Bolney

I live close to this site and I have made representations on the reserved matters application DM/26/1961 and on the related applications DM/26/1962 and DM/26/1760. I write now about DM/26/1985. I ask the Council to determine that the obligation shall continue to have effect without modification, and, before it reaches that question, to satisfy itself that it has power to entertain the application at all. I also ask it to publicise the application as regulation 5(1) requires before determining it, for the reasons at section 9 below, to record on the file which statutory route it is treating the application as having taken, and to confirm whether the application will be determined under delegated powers or by a planning committee.

I should say at the outset what I do not object to, because most of this application is not controversial. I do not say the submission was made late: the Third Schedule requires the plan to be submitted at the same time as the relevant Reserved Matters Application, and this was submitted on 7 August 2026 while DM/26/1961 was before the Council. I do not object to the Countryside Open Space being managed by a management company; the Deed expressly contemplates one. I make no criticism of the Landscape Management Plan submitted on the other applications. And I make no allegation of bad faith about the form used — the likeliest explanation is administrative, and I put the point below as a question rather than a complaint. My objection is narrow: the Council is being asked, on the face of the form, to release an obligation that has barely begun to operate, on the strength of a document that does not contain what the obligation requires.

One point about the material. As at 10 September 2026, when I last checked, the Council's public register for this application held two documents: the application form and the covering letter of 7 August 2026. Where I say below that something is absent from the submission, that is what I mean, and the officer can check it in a moment. If anything further was submitted but has not been published, I would ask the Council to say so and to publish it, and I would not press any point those documents answer.

1. What this application is, and the difficulty on its face

This is not an application to discharge a planning condition. It is made on the Council's form headed "Application for the Modification or Discharge of Planning Obligations", under section 106A of the Town and Country Planning Act 1990 and the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992. What it asks the Council to do is to modify or release an obligation in the executed Deed itself.

At Part 1 of the form, both boxes are ticked: "Are you applying to modify planning obligation(s)?" and "Are you applying to discharge a planning obligation(s)?" Box 8 reads "The Countryside Open Space detailed specification and Management Plan is requested to be discharged." Box 9 gives as the reason that the plan "has been submitted as this is required to be submitted at the same time as the First Reserved Matters is submitted for the site." The covering letter ends: "This application has satisfied the requirements of this obligation and therefore can be discharged."

That last sentence uses "discharged" in the ordinary sense of satisfied. The form uses it in the statutory sense of released. They are opposite outcomes, and the Council is being asked for the second while the letter argues for the first. The difficulty is not merely one of language. If the Council determines that paragraph 1.2 of the Third Schedule is discharged, the obligation to submit a Countryside Open Space Detailed Specification and Management Plan for the Council's written approval ceases to exist, and with it the foundation of paragraphs 1.3, 1.4 and 1.11, each of which is expressed by reference to the approved plan.

I note that DM/26/1760 was made on the same form, ticking "discharge", in respect of the affordable housing scheme and the play area site location plan. Whatever the answer here, the Council may wish to consider whether the same question arises there. I do not ask the Council to prefer either reading. Sections 2 and 3 below proceed on the route the form itself names, and my conclusion pleads the alternative if the Council is instead

treating the submission as one made under paragraph 1.2 of the Third Schedule. I ask only that the Council record on the file which statutory route it is treating this application as having taken, because that single question decides the timetable, the publicity, the reasons it must give and the appeal rights, and the Council is far better placed to answer it than I am. My requests below are framed so that they hold on either reading.

2. Whether the Council has power to entertain the application

Section 106A(3) of the 1990 Act provides that a person against whom a planning obligation is enforceable may, “at any time after the expiry of the relevant period”, apply to the authority for the obligation to have effect subject to modifications specified in the application, or to be discharged. Section 106A(4) defines “the relevant period” as “(a) such period as may be prescribed; or (b) if no period is prescribed, the period of five years beginning with the date on which the obligation is entered into.”

I have read the 1992 Regulations in full. Regulation 2 fixes their scope, regulation 3 the form and content of an application, regulation 4 the applicant’s notification duties, regulation 5 the authority’s publicity duties, regulation 6 determination, and regulations 7 and 8 appeals. None of them prescribes a period for the purposes of section 106A(4)(a). The five-year period in section 106A(4)(b) therefore applies.

The Deed was entered into on 18 November 2025. That is the date given on the decision notice, on the face of the Deed, and by the applicant at Part 1 of its own form. Because the statutory period runs “beginning with” that date, it does not expire until the end of 17 November 2030, and the earliest date on which an application under section 106A(3) could be made is 18 November 2030. The applicant’s own form answers “No” to the question “Is the Obligation more than 5 years old?”

On the face of the application, therefore, the statutory precondition in section 106A(3) is not met, and the Council has no power to entertain the application under that subsection. I recognise that section 106A(1)(a) permits modification or discharge by agreement at any time, but that requires an instrument executed as a deed under section 106A(2), which is a different thing from the determination of an application, carries no right of representation for anyone in my position, and is not what has been applied for. I invite the Council to take its own legal advice, and I would not press the point if that advice is that I have it wrong.

3. If the application is entertained, the obligation plainly continues to serve a useful purpose

Section 106A(6) gives the Council three options and no others: (a) that the obligation shall continue to have effect without modification; (b) if the obligation no longer serves a useful purpose, that it shall be discharged; or (c) if the obligation continues to serve a useful purpose, but would serve that purpose equally well if it had effect subject to the modifications specified in the application, that it shall have effect subject to those modifications.

Limb (b) cannot be reached. The obligation was entered into on 18 November 2025, in support of a permission granted the same day. Not one dwelling has yet been built. The Countryside Open Space has not been laid out, no Certificate of Compliance (Open Space) has been issued, and no transfer to a management company has taken place; the applicant’s own Habitat Management and Monitoring Plan gives an indicative start of the first quarter of 2027 for the works on the ground. An obligation whose purpose has not yet begun to be performed cannot be said to serve no useful purpose.

Limb (c) cannot be reached either, because no modification is specified. Section 106A(6)(c) permits modification only in the terms “specified in the application”, and this application specifies none. The “modify” box is ticked but nothing is proposed. On the material before it the Council can therefore only determine under section 106A(6)(a) that the obligation shall continue to have effect without modification, and I ask it to do so.

If the Council were nonetheless minded to discharge, I would ask it to address section 106A(6A), which prevents an authority discharging or modifying an obligation where it considers that doing so would prevent the biodiversity gain objective in Schedule 7A being met, or give rise to a significant risk of that. I do not put this point high. The On Site Biodiversity Areas are secured by paragraph 5.2 of the FIRST SCHEDULE, which at paragraph 5.2.3 binds the Owner directly to maintain, manage and monitor them for thirty years in accordance with an approved HMMP/BNG Plan, and those covenants do not depend on the Countryside Open Space Detailed Specification and Management Plan. I raise section 106A(6A) only because it is a statutory question the Council must ask itself before discharging any obligation, and because neither the extent of the Countryside Open Space nor that of the On Site Biodiversity Areas is yet fixed.

4. The submitted document does not contain the specification the Deed defines

The Deed defines the plan, at page 7, as follows: “means the detailed specification for the establishment and future management and maintenance of the Countryside Open Space which shall include the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and/or the formation of the Management Company with responsibility to perform such obligations including, in the event of a transfer of the Countryside Open Space to a Management Company, details of how the Management Company will be properly funded and able to undertake the ongoing maintenance/management of the Countryside Open Space”.

The covering letter of 7 August 2026 runs to three pages. Rather more than half of it describes, in general terms, what a company limited by guarantee is: that it has separate legal personality, that it has limited liability status, that it is run by its directors, that directors are agents of the company, that each company has a set of articles of association registered at Companies House, and that members may vote at annual meetings. None of that is specific to this site.

What the definition actually requires is absent. There is no detailed specification for the establishment of the Countryside Open Space, and none for its future management and maintenance: no description of the habitats or features to be created, no management prescriptions, no maintenance operations, no frequencies, no timetable, no monitoring, and no plan showing what land is covered. There is no basis of sharing costs of maintenance and management between Dwellings. There is no methodology for recovery of costs from the Dwellings. On funding, the letter says only that the space “will be managed and maintained by a Management Company, with funding obtain from service charge” [sic]. There is no financial figure anywhere in the document — no estimated annual cost, no service charge, no sinking fund, no commuted sum — and so nothing from which the Council could conclude that the company “will be properly funded and able to undertake the ongoing maintenance/management”, which is what the definition requires it to demonstrate.

I put this as a matter of what has not been shown rather than as an assertion about the applicant’s intentions. The Council cannot approve as a “detailed specification” a document that specifies nothing, and it cannot be unreasonable to withhold approval of a document that omits the very things the Deed says it “shall include”.

5. What the submission does contain answers a different paragraph of the same Schedule

The Third Schedule deals with the management company separately, at paragraph 1.12: “Where the Owner is to transfer the Countryside Open Space to the Management Company, the Owner must agree with the District Council the details of the Management Company, including its constitution and provisions for costs/maintenance costs before any transfer of the Countryside Open Space to the Management Company.”

That is what the covering letter addresses — the constitution of the company, its directors, its articles, and the point at which control passes to residents. Even judged against paragraph 1.12 it is incomplete, because it gives no “provisions for costs/maintenance costs”. But paragraph 1.12 is a separate obligation, triggered before transfer, which on the applicant’s own programme is years away. The submission answers paragraph 1.12, imperfectly, and asks the Council to treat paragraph 1.2 as satisfied.

6. Why that matters: the rest of the Third Schedule is expressed by reference to the approved plan

Paragraph 1.2 requires the Owner “To submit to the District Council for its written approval (such approval not to be unreasonably withheld or delayed) the Countryside Open Space Detailed Specification and Management Plan for approval at the same time as but not necessarily as part of the relevant Reserved Matters Application in respect of the Land.”

Eight later paragraphs, and three of the Deed’s own definitions, then hang on the plan so approved. Paragraph 1.3: “Not to Commence Development until the District Council has approved the Countryside Open Space Detailed Specification and Management Plan in writing.” Paragraph 1.4 requires the Owner “To construct and deliver the Countryside Open Space approved as part of the Reserved Matters Approval in accordance with the approved Countryside Open Space Detailed Specification and Management Plan”, before occupation of more than 75% of the dwellings. Paragraphs 1.5 to 1.9 make occupation of 75% of the dwellings conditional on a Certificate of Compliance (Open Space), and give the Council a power to require remedial works. Paragraph 1.11 requires the transferee to “manage and maintain the Countryside Open Space to the District Council’s

reasonable satisfaction for the lifetime of the development in accordance with the approved Countryside Open Space Detailed Specification and Management Plan”, and requires the Owner to procure in the transfer “a specific obligation to maintain the Countryside Open Space so transferred to the same standard as set out in the approved Countryside Open Space Detailed Specification and Management Plan.” Three definitions do the same work. The Certificate of Compliance (Open Space) is defined as a certificate to certify that the laying out and/or construction of the Countryside Open Space has been Practically Completed to the Council’s reasonable satisfaction “in accordance with the Countryside Open Space Detailed Specification and Management Plan”, and limb (b) of the definition of “Practical Completion” is to the same effect. The Management Company is defined as an entity “for the purpose of managing and maintaining the Countryside Open Space in accordance with the Countryside Open Space Detailed Specification and Management Plan”.

Every one of those provisions measures performance against the approved plan. If the approved plan contains no specification and no standard, there is nothing to construct in accordance with, nothing for the Council to inspect against before issuing a Certificate of Compliance, and no standard to write into the transfer. The obligations would remain on the register and mean very little. That is the practical consequence of approving this document, and it is a stronger reason to withhold approval than anything to do with the drafting of the form.

There is a further difficulty in the same machinery, which the Council may wish to resolve while it has the file open. The Certificate of Compliance (Open Space) is defined at page 5 of the Deed as “a certificate to be issued by the District Council”. But limb (b) of the definition of “Practical Completion”, at page 18, provides for “the issue of a Certificate of Compliance (Open Space) by the Certifier”, and the Certifier is defined at page 5 as “the person appointed to administer the terms of the Community Building Contract and other construction contract relating to the development” — that is, a person whose role the Deed defines by reference to the applicant’s construction contracts rather than as an officer of the Council. Paragraphs 1.5 to 1.9 of the Third Schedule read as though the Council issues it. I do not know which was intended, and I raise it neutrally. I mention it because the same certificate governs the restriction on occupation of 75% of the dwellings, and because it is a further reason for the Council to keep the Third Schedule intact rather than release the paragraph on which the rest of it depends.

7. The extent of the land is not yet fixed

The Deed defines the Countryside Open Space, at page 6, as “an area of land to be provided as countryside open space as shown indicatively on the Countryside Open Space Plan with the exact location and boundaries identified within the relevant Reserved Matters Application”. The exact location and boundaries are therefore to be identified in DM/26/1961, which was undetermined when this application was made and, as at 10 September 2026, remains undetermined.

The Council is accordingly being asked to settle the specification, management and maintenance regime for land whose extent has not yet been fixed, on an application made before the application that will fix it has been decided. Whichever way DM/26/1961 is determined, that seems to me the wrong order, and it is a further reason for the obligation to continue to have effect without modification until the reserved matters are resolved.

There is a further consequence. The applicant’s Habitat Management and Monitoring Plan states, at paragraph 1.3.1, that there may be up to four separate reserved matters applications for the site — the main one covering the majority of the scheme, a second for the community centre, and two for separate self-build plots. Paragraph 1.2 requires the plan to be submitted “at the same time as but not necessarily as part of the relevant Reserved Matters Application”, and is therefore capable of applying to each of them in turn. A discharge granted now would extinguish the obligation not only in respect of DM/26/1961 but in respect of every reserved matters application still to come on this site.

There is a further difficulty in the Deed’s own drafting, which I raise neutrally and which the Council may wish to resolve while it has the file open. The definition of Countryside Open Space depends on the Countryside Open Space Plan, and that plan is itself defined at page 6 as “the attached plan at Appendix 5 outlining the location of the Countryside Open Space”. In the executed Deed, Appendix 5, at page 65, is the Payment Notice; the Countryside Open Space Plan is at Appendix 6, at page 66. The same one-number discrepancy affects the definition of Payment Notice, which points to Appendix 4. Nothing turns on this for a reader who already knows the document, but a person following the Deed’s own definitions to find out what land is in issue does not arrive at the plan, and that bears on the point at section 10 below.

The plan at Appendix 6 also puts a figure on the land. It is a drawing by SLR Consulting Ltd headed “Open Space Drawing”, reference 403.06269.00044, revision 01 (“UPDATED LAYOUT”, 01/10/25), at 1:2,000 on A3, and its key is headed “INDICATIVE LOCATIONS OF TYPOLOGIES”. Against “Countryside Open

Space” the key records “Required: -” and “Provided: 4.19Ha”. So the extent is not unknown; it is indicative, and the exact location and boundaries are left to the reserved matters, which is the sequence described above.

One further feature of that key I raise neutrally, because it bears on how much rests on the paragraph this application asks the Council to release. The land hatched as Countryside Open Space is also shaded as “Parks and Gardens”, against which the same key records “Required: 0.40Ha” and “Provided: 4.19Ha” — the identical provided figure — and no other land on the drawing carries that shading. I have scaled the hatched extent and make it about 4.18 hectares, which is consistent with the key; I calibrated from the drawing’s own scale bar and checked the calibration by scaling a second typology, the Amenity Green Space, which came to 0.836 hectares against the 0.84 hectares the key states. The measurements are mine and not the plan’s, and I give the method so that the officer can reproduce them. The Council may wish to satisfy itself, before releasing the paragraph that sets the standard for this land, that the parks and gardens requirement is not being met by the countryside open space itself.

8. The document that does contain management prescriptions is not part of this application

The submission for the reserved matters includes a Landscape Management Plan by Hill-Wood & Co, which is also relied on for condition 36 on DM/26/1962. That document does what a management plan is supposed to do: it has sections on aims and objectives, on management, on biosecurity, on the management of arboriculture and of soft and hard landscape, on proposed trees, native tree and shrub mix, hedges, ornamental groundcover, wildflower meadows and flowering lawns, on the orchard, on furniture and fences, on play areas, on management company details including a legal funding mechanism, and it closes with a management table from year 1 onwards.

Three things follow. First, it shows that the applicant’s team is perfectly capable of producing a detailed specification, and that what has been submitted on this application is not one. Second, the Landscape Management Plan does not use the expression “Countryside Open Space” anywhere; the word “Countryside” does not appear in it at all, and the only references to open space are four generic ones in lower case. It was submitted on other applications, so it is not before the Council on DM/26/1985 and does not identify itself as the plan the Third Schedule requires. Third, even that document would not by itself answer the definition, because it describes itself as “an initial 5 year management plan” and contains no reference to any longer period, whereas paragraph 1.11 requires management and maintenance “for the lifetime of the development” and the Habitat Management and Monitoring Plan works to a minimum of thirty years. If the applicant’s position is that the Landscape Management Plan is the detailed specification and the covering letter supplies the funding and management-company element, that is a coherent position but it is not what has been applied for, and the Council should require it to be put properly, on this application, with the land it covers identified.

There is a related point about the applicant’s delivery model. The Habitat Management and Monitoring Plan states, at paragraph 6.2.1, that “The long term management of the Site will be undertaken by a Management Company appointed by Cala Homes and funded through residents’ contributions.” The only Management Company the Deed defines is one constituted “for the purpose of managing and maintaining the Countryside Open Space in accordance with the Countryside Open Space Detailed Specification and Management Plan”, and paragraph 1.12 of the Third Schedule requires the Owner to agree the details of that company with the District Council, including its constitution and provisions for costs/maintenance costs, before any transfer. The applicant therefore proposes to deliver its long-term management commitments through a vehicle whose constitution and funding the Deed requires to be settled by reference to the very document this application asks the Council to release. I say that not to suggest any impropriety, but because it shows how far these documents are interdependent, and why dealing with paragraph 1.2 in isolation, ahead of the reserved matters, is likely to store up difficulty.

9. Procedure — publicity, the dates, and who decides

The route the applicant has chosen carries a procedural code of its own, and on the information publicly available it has not yet been followed. I raise this first among the procedural points because it bears on whether the Council may determine the application at all, and it is easily put right.

Regulation 5(1) of the 1992 Regulations is mandatory: “When a local planning authority receive an application for the modification or discharge of a planning obligation they shall publicise the application by” one of three means — posting notice on or near the land for not less than 21 days, serving notice on the owners and occupiers of adjoining land, or publishing notice in a local newspaper. Regulation 5(2) requires that notice to be

in the form set out in Part 3 of the Schedule and to invite representations within 21 days of posting or service, or 14 days of publication. Regulation 5(3) requires the Council to make a copy of the application “and the relevant part of the instrument by which the planning obligation was entered into” available for inspection during that period.

I do not know which of those three means, if any, has been used. What I can state is what the register does and does not contain. As at 10 September 2026 it showed no date by which representations must be made, no site notice, and no copy of any notification to neighbours. I note, as evidence of what this register carries when the Council has publicised an application at this site, that on the reserved matters application DM/26/1961 the Council published both a “Notification of Planning Application” letter to neighbours dated 17 August 2026 and a site notice headed PLANNING NOTICE, each giving a date by which comments must be received; that application was publicised under a different code, and I draw the comparison only to show what appears on the register when publicity has been undertaken. I cannot speak to whether a notice has been published in a local newspaper.

If no period under regulation 5(2) has begun, regulation 6(1) bites: “A local planning authority shall not determine an application for the modification or discharge of a planning obligation before the expiry of the period or periods provided for making representations in accordance with regulations 4(4) and 5(2).” On the face of it, therefore, the Council cannot lawfully determine this application until it has publicised it and the resulting period has run. I ask that it does so, that the deadline is shown on the register, and that the application and the relevant part of the Deed are made available for inspection as regulation 5(3) requires.

I put this as a request rather than a complaint. It is early, the application was validated recently, and publicity may simply be in hand. But I would rather raise it now than have the point arise later, and I would ask that this representation be treated as made in time whenever the period is fixed, since I have made it before any period has begun to run.

On the dates, the register records the application as validated on 26 August 2026 and gives a determination deadline of 21 October 2026, which is eight weeks from validation. Regulation 6(2)(a) measures the eight weeks from “the date on which the application is received”, not from validation, and both the application form and the covering letter are dated 7 August 2026. If the application was received on or about that date, the regulation 6(2) period would expire around 2 October 2026 rather than 21 October. I raise it neutrally, and I recognise it cuts both ways: a shorter period gives the Council less time, not more, and a failure to determine within it would open a non-determination appeal under section 106B and regulation 7(1)(b). My interest is only that the file is clear about which date governs, and that regulation 6(1) is observed whichever it is. Regulation 6(2)(b) allows an extended period to be agreed in writing with the applicant, which would resolve any difficulty.

One further procedural matter, which I raise as a question rather than a point. The Council’s published scheme of delegation lists “Major variations to Section 106 Agreements” among the matters that may not be determined under delegated powers. I do not know whether the Council regards an application to discharge one obligation in this Deed as falling within that description, and it is not for me to say. But the answer decides whether this application is determined by an officer or by a planning committee, and with it whether there is a published report and an opportunity for those who have made representations to be heard. I ask the Council to confirm which it will be, and to say so on the file.

Finally, regulation 6(3) requires that, where the Council determines that an obligation shall continue to have effect without modification, the notice must state clearly and precisely the Council’s full reasons and inform the applicant of the right of appeal under section 106B. That is the outcome I am asking for, and I mention the requirement only so that the Council’s reasons address the points made above and the applicant is left in no doubt about its remedy.

10. The map required by regulation 3(2)(b)

Regulation 3(2) provides that an application of this kind “shall include” the information required by the application form, “a map identifying the land to which the obligation relates”, and such other information as the applicant considers relevant. The register held no map when I checked it on 10 September 2026. The application form’s own checklist, however, records as submitted “Two copies of a plan which identifies the land to which the application relates drawn to an identified scale and showing the direction of North”. The next line of the same checklist — “Two copies of other plans and drawings or information necessary to describe the subject of the application” — is not marked as submitted.

Either the map was submitted and has not been published, in which case regulation 5(3) cannot yet be complied with because the application as a whole is not available for inspection; or it was not submitted, in which case the application does not include what regulation 3(2)(b) requires. I do not know which, and I make no allegation either way. But the answer matters here more than it usually would, because the Deed defines the Countryside Open Space by reference to boundaries that are to be identified in the reserved matters application, so the map is the only document on this application that would tell anyone reading the file what land is in issue. The Deed's own Countryside Open Space Plan, at Appendix 6, shows the location indicatively only, and it is not on this file. I ask the Council to establish which it is and to publish the map if one exists.

Conclusion and requests

For the reasons above, I ask the Council:

At the outset, and whatever it decides on the substance, to record on the file which statutory route it is treating this application as having taken; to publicise the application as regulation 5(1) requires; to show the resulting representation deadline on the register; not to determine the application before that period has expired, as regulation 6(1) requires; and to confirm whether the application will be determined under delegated powers or by a planning committee. I would ask that this representation be treated as made in time.

Firstly, to satisfy itself that it has power to entertain this application at all. Section 106A(3) permits an application only after the expiry of the relevant period, which here is the five years from 18 November 2025 fixed by section 106A(4)(b), no shorter period being prescribed by the 1992 Regulations. That period does not expire until the end of 17 November 2030, so the earliest date on which such an application could be made is 18 November 2030, and the applicant's own form records the obligation as less than five years old. If that is right, the application should not be entertained, and the applicant is free to make the submission the Deed actually contemplates.

Secondly, and in the alternative, if the Council does entertain it, to determine under section 106A(6)(a) that the obligation shall continue to have effect without modification. The obligation cannot be said to serve no useful purpose when it was entered into on 18 November 2025 and not a single dwelling has yet been built, and no modification is specified that could be said to serve its purpose equally well.

Thirdly, and in the further alternative, if the Council treats the submission as one made under paragraph 1.2 of the Third Schedule for its written approval rather than as an application under section 106A, to withhold that approval. I put it that way deliberately rather than asking for approval to be postponed. Approval under paragraph 1.2 is not to be unreasonably withheld or delayed, but it cannot be unreasonable to withhold approval of a document that contains no specification for the establishment, management or maintenance of the open space, no basis of cost sharing, no methodology for cost recovery and no figures at all, and that relates to land whose exact location and boundaries have not yet been identified in the reserved matters application the Deed points to. The Council is not deciding when to approve but whether to, and in my submission it should not, until a document answering the definition is submitted. I would add that the Deed itself provides machinery for such a submission: clause 10.2 requires a payment of £300 to the District Council "upon the submission to the District Council for approval and or consent" of each of a list of documents, which at sub-paragraph (g) includes the Countryside Open Space Detailed Specification and Management Plan. The step the applicant says it has taken is one the Deed expressly contemplates; it is not the step the form has been used to take.

I would be glad to be told if I have misunderstood any part of this, and I would withdraw any point that turns out to be wrong.

All factual matters set out above are stated to the best of my knowledge and belief.

Yours faithfully,



Annex — documents relied upon

Every document quoted or relied upon above is listed below, with the edition or date relied on, so that each quotation can be checked. The quotations from the Section 106 Agreement are taken from the pages of the executed Deed on the Council's register, read as images rather than from an automatic text extraction, because the copy on the register is a scan.

Source	Edition / date relied on	Where used
Application form, DM/26/1985 — “Application for the Modification or Discharge of Planning Obligations”, Cala Management Limited	Signed and dated 7 August 2026	Preamble and Sections 1, 2, 3, 9 and 10, and the Conclusion
Covering letter, Tom Davies MRTPI, Cala Homes (South Home Counties), to Mid Sussex District Council	7 August 2026	Preamble and Sections 1, 4, 5, 6, 8 and 9
Section 106 Agreement relating to DM/25/1129 (Mid Sussex District Council, West Sussex County Council, J A C Allen, Wates Developments Limited, Barclays Bank UK PLC)	Dated 18 November 2025 — definitions at pages 5, 6, 7, 15 and 18; clause 10.2 at page 24; FIRST SCHEDULE paragraph 5.2.1 at page 32; Third Schedule at pages 46–47; Appendices 5 and 6 at pages 65–66, Appendix 6 being SLR Consulting Ltd drawing 403.06269.00044 Rev 01	Preamble and Sections 1, 2, 3, 4, 5, 6, 7, 8 and 10, and the Conclusion
Outline planning permission DM/25/1129 — decision notice	18 November 2025	Section 2
Town and Country Planning Act 1990, sections 106A and 106B	As amended	Sections 1, 2, 3 and 9, and the Conclusion
Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992 (S.I. 1992/2832)	As made, in force 10 December 1992	Preamble and Sections 1, 2, 9 and 10, and the Conclusion
Landscape Management Plan, Hill-Wood & Co — submitted on DM/26/1961 and, for condition 36, on DM/26/1962	Issue 2, dated July 2026, as submitted	Preamble and Section 8
Reserved matters application DM/26/1961 — register entry and submitted drawings	Undetermined as at 10 September 2026; neighbour notification letter dated 17 August 2026 and site notice, both on the register	Preamble and Sections 7, 8 and 9
Application DM/26/1760 — application form	Certificate A dated 6 July 2026; on the register 17 July 2026; Part 1 and box 8 read from the form	Preamble and Section 1
Mid Sussex District Council public register, entry for DM/26/1985 — validation date, determination deadline, and the list of documents published	As at 10 September 2026	Preamble and Sections 9 and 10
Habitat Management and Monitoring Plan, Derek Finnie Associates Ltd (report ref DFA26030) — submitted on DM/26/1961	5 August 2026	Sections 3, 7 and 8
Mid Sussex District Council — “How we decide on Planning Applications (Delegation Scheme)” leaflet	As published by the Council; the Council is asked to confirm the position currently in force	Section 9