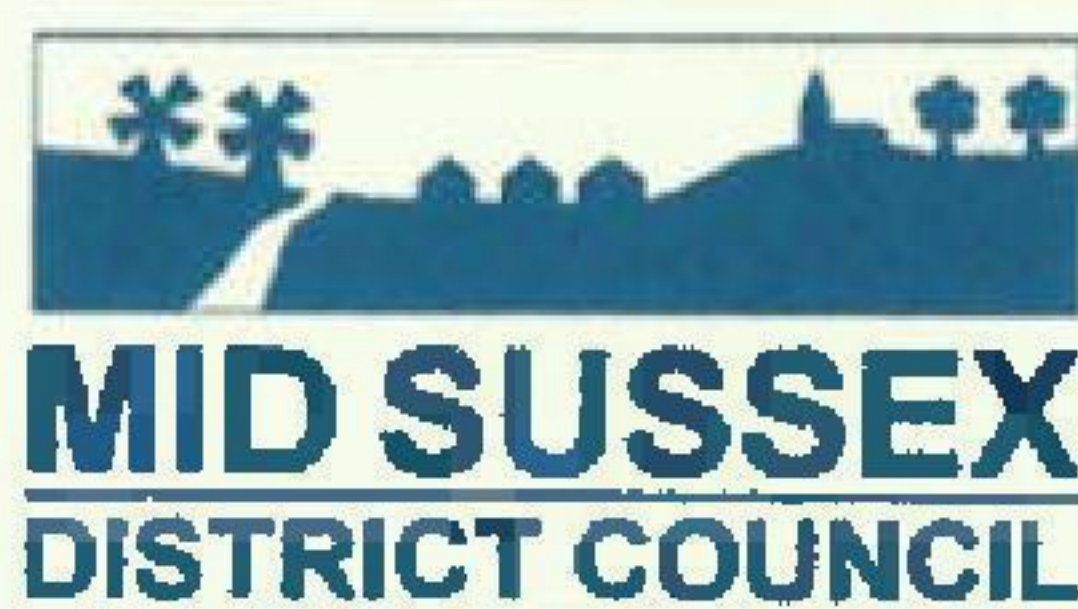




DATED *3 September* 2026

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

ALIO'S FOOD COMPANY LIMITED (3)

AND

GUISEPPE ALIO and GIOVANNI ALIO (4)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at 68 - 70 Church Walk, Burgess Hill. RH15 9AS
[DM/23/0140]

JULIE GALVIN

Assistant Director, Legal Services
Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

8296

OFFICIAL

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THIS DEED is dated the *3rd* day of *September* 2026

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("**the District Council**")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ ("**the County Council**")
- (3) **ALIO'S FOOD COMPANY LIMITED** incorporated and registered in England and Wales with company number 09298296 whose registered office is at 245 Terrence Road Walton on Thames KT12 29Z ("**the Owner**")
- (4) **GUISSEPE ALIO and GIOVANNI ALIO** of 245 Terrace Road Walton on Thames Surrey KT12 ("**the Applicant**")

BACKGROUND

- (A) The Owner is a person interested in the site for the purposes of section 106 of the 1990 Act as registered proprietor with the freehold title absolute. Registered at HM Land registry under title number WSX139048
- (B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (D) The Applicant has made the Application to carry out the Development.
- (E) In the event of the District Council resolving to grant Planning Permission for the Development, having regard to the provisions of the District Plan including Policy DP20 (Securing Infrastructure), the Supplementary Planning Document and all other material considerations, it will be subject to the completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject
- (F) The District Council and the County Council having regard to the Supplementary Planning Document determine the obligations contained in this Deed are necessitated by virtue of this Application.
- (G) The Owner and the Applicant has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act means the Town and Country Planning Act 1990 as amended;

All Requisite Consents means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme;

Application means the application for full planning permission for the Development which was validated by the District Council on 14 March 2023 and allocated reference DM/23/0140

BCIS Index means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;

Commencement Date means the date on which the Commencement of the Development begins;

Commencement of the Development means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act and all references to **Commence**, **Commenced** and **Commencement** shall be construed accordingly;

Commencement Notice means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 10;

Community Buildings Contribution means the financial contribution of Five Thousand One Hundred and Seventy-Nine pounds (£5,179) subject to adjustment in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;

County Council Contributions	means the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Total Access Demand Contribution;
Default Interest Rate	means 4% per annum above the Base Rate of the Bank of England and Interest shall be construed accordingly;
Development	means redevelopment of an existing 2 storey commercial building to create a four-storey mixed use building through the addition of new floors over the existing building footprint (with partial demolition of the existing 1st floor) to accommodate 10no. flats over the top three floors, retaining the exiting commercial/retail use at ground floor the development of the as set out in the Application and authorised by the Planning Permission;
District Council Contributions	means the Formal Sport Contribution, the Community Buildings Contribution, the Local Community Infrastructure Contribution and the Play Space Contribution and Kickabout Contribution;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted on 28 th March 2018;
Dwelling	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;
Formal Sport Contribution	means the financial contribution of Six Thousand Two Hundred and Two pounds (£6,202) subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;
Index Linked	means (a) in relation to the District Council Contributions, that the District Council Contributions payable under this Deed shall be increased in accordance with the following formula: $\text{Amount Payable} = \text{Relevant Amount} \times (A/B)$

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

(b) in relation to the County Council Contributions, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D} \text{ is equal to or greater than } 1$$

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index at the date of consultation that being 18th February 2026

and **Indexation** shall be construed accordingly;

**Kickabout
Contribution**

means the financial contribution of Four Thousand Five Hundred and Forty-Nine pounds (£ 4,549) subject to adjustment in accordance with the provision of paragraph 1.3 of the FIRST SCHEDULE;

Land

means the land against which this Deed may be enforced known as 68 - 70 Church Walk, Burgess Hill. RH15 9AS which is registered at HM Land Registry under title number WSX139048 and is shown for identification purposes only edged red on the Plan;

Library Contribution

means the financial contribution of Two Thousand Eight Hundred and Forty Seven Pounds (£2,847) subject to adjustment in accordance with the provision of paragraph 3.1 of the SECOND SCHEDULE;

Local Community Infrastructure Contribution Payment Notice	means the financial contribution of Five Thousand and Twenty Six pounds (£5,026) subject to adjustment in accordance with the provision of paragraph 3.1 of the FIRST SCHEDULE; means a payment notice in the form attached at APPENDIX 3
Plan	means the plan annexed to this Deed at APPENDIX 2
Planning Permission	means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at APPENDIX 1;
Play Space Contribution	means the financial contribution of Five Thousand Four-Hundred and Fifteen pounds (£5,415) subject to adjustment in accordance with the provision of paragraph 1.2 of the FIRST SCHEDULE;
Primary Education Contribution	means the financial contribution of Eighteen Thousand Six Hundred and Thirty Four Pounds (£18,634) subject to adjustment in accordance with the provision of paragraph 2.1 of the SECOND SCHEDULE;
RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;
Secondary Education Contribution	means the financial contribution of Eighteen Thousand Three Hundred and Seven Pounds (£18,307) subject to adjustment in accordance with the provision of paragraph 2.3 of the SECOND SCHEDULE;
Sixth Form Education Contribution	means the financial contribution of Three Thousand Nine Hundred and Fifty Four Pounds (£3,954) subject to adjustment in accordance with the provision of paragraph 2.5 of the SECOND SCHEDULE;
Supplementary Planning Document	means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted on the 25 th July 2018;

Total Access Demand Contribution	means the financial contribution of Twelve Thousand Four Hundred and Forty Two Pounds (£12,442) subject to adjustment in accordance with the provision of paragraph 1.1 of the SECOND SCHEDULE;
Working Day	means any day which is not a Saturday, a Sunday, a day on which the District Council is closed, a bank holiday or a public holiday in England.

- 1.2. Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10. References to the District Council, the County Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4 (Covenants to the District Council) , 5 (Covenants to the County Council), 6 (Covenants by the District Council), 7 (Covenants by the County Council) and 11 (Interest on late payment) which are conditional upon the grant of Planning Permission.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date; and
- 4.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

- 5.1. to give the Commencement Notice to the County Council not less than 10 Working Days before the Commencement Date; and
- 5.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

6. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the THIRD SCHEDULE.

7. COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the FOURTH SCHEDULE.

8. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

9. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council

10. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

10.1. The Owner shall pay to the District Council and County Council on or before the date of this Deed:

10.2. The District Council and County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed:-

- i. The sum of Nine Hundred Pounds (£900) as a contribution towards the District Council's costs of monitoring the implementation of this Deed
- ii. The sum of Eight Hundred and ^{FIFTY FIVE (£855)} ~~Ten~~ Pounds (~~£810~~) as a contribution towards the County Council's costs of monitoring the implementation of this Deed

11. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the District Council and / or County Council by the date it is due, the Owner shall pay the District Council and / or County Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

12. OWNERSHIP

12.1. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.

12.2. The Owner agrees to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company, or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

13. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

14. WAIVER

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other

right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 15.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 15.2. insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 15.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development and any payments made by the Owner in relation to the County Council Contributions and District Councils Contributions shall be returned to the Owner within 28 working days of such determination;
- 15.4. nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 15.5. if the Owner fails to give the notice required by clauses 4.1 and 5.1 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 15.6. Subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the Act ("Section 73 Consent"):
 - 15.6.1. the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act; and
 - 15.6.2. the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 of the Act, any Section 73 Consent granted thereunder, and any development permitted by such subsequent Section 73 Consent; and

15.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application [] will be equally applied to and satisfy the requirements necessitated under this application []".

15.6.4. it is hereby agreed and declared by the parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act in connection with any Section 73 applications if the District Council considers it desirable to do so.

15.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.

15.8. The obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.

15.9. The obligations in this Deed shall not be binding upon any person whose interest the Land is restricted to being an individual purchaser of any individual Dwelling and their successors in title or their mortgagee.

16. NOTICES

16.1. Any notice required by this Deed shall be in writing and addressed to the Section 106 Monitoring Team of the District Council at the address of the District Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.

16.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

- (a) by first class post deemed served two Working Days after posting;
- (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

- (c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

17. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

18. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

FIRST SCHEDULE

COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

1. Leisure Contributions

- 1.1. To pay to the District Council prior to the Commencement Date the Formal Sport Contribution and such sum shall be Index Linked.
- 1.2. To pay to the District Council prior to the Commencement Date the Play Space and Kickabout Contribution, and such sum shall be Index Linked
- 1.3. To pay to the District Council prior to the Commencement Date the Kickabout Contribution and such sum shall be Index Linked.
- 1.4. Not to Commence the Development unless and until the Formal Sport Contribution, the Play Space and Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.

2. Community Buildings Contribution

- 2.1. To pay to the District Council prior to the Commencement Date the Community Buildings Contribution and such sum shall be Index Linked.
- 2.2. Not to Commence the Development unless and until the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

3. Local Community Infrastructure Contribution

- 3.1. To pay to the District Council prior to the Commencement Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.
- 3.2. Not to Commence the Development unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

SECOND SCHEDULE

COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the Commencement Date the Total Access Demand Contribution Index Linked to be used towards the Place and Connectivity programme across Burgess Hill.
- 1.2. Not to cause or allow the Commencement of the Development to occur until the Total Access Demand Contribution has been paid to the County Council.

2. Education Contributions

- 2.1. To pay to the County Council prior to the Commencement Date the Primary Education Contribution Index Linked for additional facilities at Manor Field Primary School or another primary school in the planning area of Burgess Hill should this be more suitable at the time the contribution is made.
- 2.2. Not to cause or allow the Commencement of the Development to occur until the Primary Education Contribution has been paid to the County Council.
- 2.3. To pay to the County Council prior to the Commencement Date the Secondary Education Contribution Index Linked for additional facilities at Burgess Hill Academy.
- 2.4. Not to cause or allow the Commencement of the Development to occur until the Secondary Education Contribution has been paid to the County Council.
- 2.5. To pay to the County Council prior to the Commencement Date the Sixth Form Education Contribution Index Linked for additional facilities at St. Paul's Catholic College Sixth Form.
- 2.6. Not to cause or allow the Commencement of the Development to occur until the Sixth Form Education Contribution has been paid to the County Council.

3. Library Contribution

- 3.1. To pay to the County Council prior to the Commencement Date the Library Contribution Index Linked for providing additional facilities at Burgess Hill Library.
- 3.2. Not to cause or allow the Commencement of the Development to occur until the Library Contribution has been paid to the County Council.

THIRD SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution on Formal sports and ancillary facilities at the Centre for Outdoor Sport, the Triangle Leisure Centre and/or St Johns Park, Burgess Hill.
- 1.2. To expend the Play Space and Kickabout Contribution on Improvements to play equipment at one or both of St Johns Park and Queens Crescent, Burgess Hill.
- 1.3. To expend the Community Buildings Contribution on Improvements to the Park Centre and/or St Johns Park pavilion and/or The Beehive (Royal British Legion Building) in Burgess Hill.
- 1.4. To expend the Local Community Infrastructure Contribution towards Speed Indicator Devices (SIDs) and/or Place & Connectivity Programme in Burgess Hill; and/or Public realm improvements in connection with St John's Park Masterplan, Burgess Hill; and/or Towards upgrading the public toilets at St Johns Park Pavilion, Burgess Hill.

2. Repayment of Contributions

- 2.1. If the above contributions have not been expended in accordance with paragraph 1 of this THIRD SCHEDULE within 10 (ten) years of receipt of the respective contributions in full]the District Council shall, if so demanded in writing at the end of the said 10 (ten) year period, refund to the party that paid the relevant contribution(s) any unexpended sum(s) together with interest thereon from the date of receipt of the relevant contribution by the District Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis PROVIDED THAT if at the end of the 10 (ten) year period referred to in this paragraph 2.1 of this THIRD SCHEDULE the District Council shall have entered into a contract or other legally binding obligation to expend (or specifically allocated for expenditure by a Cabinet Member or the Cabinet Grants Panel (or such other group as may be constituted for such purpose) of the District Council) then the District Council shall not be required to refund any part of the said contributions but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this THIRD SCHEDULE.
- 2.2. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the schemes identified at paragraphs 1.1 of this THIRD SCHEDULE including the process of obtaining All Requisite Consents.

FOURTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To expend the Total Access Demand Contribution together with any interest accruing thereon only on a scheme and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Total Access Demand Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

2. Education Contributions

- 2.1. To expend the Primary Education Contribution together with any interest accruing thereon only on providing additional facilities at Manor Field Primary School or another primary school in the planning area of Burgess Hill.
- 2.2. To expend the Secondary Education Contribution together with any interest accruing thereon only on Providing additional facilities at Burgess Hill Academy .
- 2.3. To expend the Sixth Form Education Contribution together with any interest accruing thereon only at Providing additional facilities at St. Paul's Catholic College Sixth Form.
- 2.4. It is hereby acknowledge for the avoidance of doubt and without prejudice to paragraphs 2.1-2.3 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution (or any parts thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

3. Library Contribution

To expend the Library Contribution together with any interest accruing thereon only on Providing additional facilities at Burgess Hill Library and it is hereby acknowledged for the

avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Library Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

4. Expenditure

- 4.1. If or to the extent the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on receipt of a written request being made refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned 10 (ten) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations 2010 .
- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution or part thereof for the purposes specified in [paragraphs 1.1, 2.1, 2.2, 2.3 and 3] of this [FOURTH SCHEDULE] then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or Primary Education Contribution and/or Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in [paragraph 4.1] hereof.

APPENDIX 1

DRAFT PLANNING PERMISSION

Aljo
BuchanRumArchitects
Buchan Rum Architects Ltd
9 Savill Road
Lindfield
RH16 2NY

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015

PERMISSION

REFERENCE: DM/23/0140

DESCRIPTION: REDEVELOPMENT OF AN EXISTING TWO STOREY COMMERCIAL BUILDING TO CREATE A FOUR STOREY MIXED USE BUILDING THROUGH THE ADDITION OF NEW FLOORS OVER THE EXISTING BUILDING FOOTPRINT (WITH PARTIAL DEMOLITION OF THE EXISTING 1ST FLOOR) TO ACCOMMODATE 10 NO. FLATS OVER THE TOP THREE FLOORS, RETAINING THE EXISTING COMMERCIAL/RETAIL USE AT GROUND FLOOR

LOCATION: 68 - 70 CHURCH WALK, BURGESS HILL, WEST SUSSEX, RH15 9AS

DECISION DATE: 5 MAR 2026

CASE OFFICER: ANDREW WATT - ANDY.WATT@MIDSUSSEX.GOV.UK

The Council hereby notify you that they **GRANT** planning permission for the above development to be carried out in accordance with the submitted application and plans and subject to compliance with the following conditions:-

Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2. Approved Plans

The development hereby permitted shall be carried out in accordance with the plans listed below under the heading 'Plans Referred to in Consideration of this Application'.

Reason: For the avoidance of doubt and in the interest of proper planning.

3. Pre-commencement conditions

No development shall be carried out until a schedule of materials and finishes to be used for the external walls, fenestration and roofs of the proposed building have been submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a development of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan.

4. No development shall commence until the following have been submitted to and approved in writing by the Local Planning Authority showing:

- Schedule of windows and doors facing the light-well
- Detailed landscape drawings including maintenance plan for the Green Wall and internal light-well
- Details and samples of the facing materials
- Details of windows, doors, glazed canopy, bike store mesh enclosure and glazed balustrades
- Roof plan drawing showing PV panels
- 1:20 sections and front elevations of typical features (shown in context) including entrance canopy/doors, glazed balustrade, roof/eaves details, windows, doors, PV panels.

The development shall not be carried out otherwise than in accordance with the approved details.

Reason: To ensure these aspects of the development are compatible with the design of the building and the character of the area and to accord with Policy DP26 of the Mid Sussex District Plan.

5. No development shall take place until a scheme for protecting the noise sensitive units from noise (including internal sources such as lifts or commercial noise, as well as external noises) has been submitted to, and approved in writing by, the local planning authority. The scheme shall be in accordance with the current Planning Noise Advice Guidance for Sussex, and shall include an Acoustic Design Statement in line with the recommendations of ProPG: Planning & Noise Professional Practice Guidance on Planning & Noise 2017 and shall ensure that internal and external noise levels are in accordance with BS 8233 2014: Guidance on Sound Insulation and Noise Reduction for Buildings. Where the internal noise levels will be exceeded by more than 5dB with windows open, then the applicant shall submit details of an alternative means of ventilation with sufficient capacity to ensure the thermal comfort of the occupants with windows closed. All works that form part of the scheme shall be completed before the noise sensitive development is occupied.

Reason: To safeguard the amenity of adjacent and future occupiers and to accord with Policies DP26 and DP29 of the Mid Sussex District Plan.

6. Construction phase

Works of construction or demolition, including the use of plant and machinery, as well as any delivery or collection of plant, equipment or materials for use during the demolition/construction phase necessary for implementation of this consent shall be limited to the following times:

Monday to Friday: 08:00 - 18:00 hrs;
Saturday 09:00 - 13:00 hrs
Sundays and Bank/Public Holidays: No work permitted

Reason: To safeguard the amenities of nearby residents and to accord with Policies DP26 and DP29 of the Mid Sussex District Plan.

7. No commercial goods or commercial waste shall be loaded or unloaded within the application site outside the hours 07:00 - 18:00 Hours Monday - Friday, 09:00 - 13:00 Hours on Saturday, and no work permitted on Sundays or Bank/Public Holidays.

Reason: To protect the amenity of local residents and to accord with Policies DP26 and DP29 of the Mid Sussex District Plan.

8. Pre-occupation conditions

Upon the first occupation/commencement of use, the applicant shall implement the measures listed below to provide a residents welcome pack and travel vouchers worth at least £150 per dwelling to exchange for a rail season ticket, purchase of a bicycle, cycle training or membership to a car club:

- A map of the local area highlighting schools, shops and any areas of major employment, hospitals, doctor's surgeries, dentists, bus and rail stations and leisure facilities etc.
- Information about how to access the above by bus, including approximate journey times, route numbers, and a cost comparison with car travel and parking
- Information about how to access the above on foot or by bicycle including approximate journey times, route numbers, and a cost comparison with car travel and parking
- Information about areas served by any local rail station including approximate journey times and a cost comparison with car and travel parking
- Details about grocery home delivery services operated by local shops and supermarkets, including the benefits such service offer compared to private car travel such as reduced CO2 and greater convenience.

Reason: To encourage and promote sustainable transport and to comply with Policy DP21 of the Mid Sussex District Plan.

9. No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details to be submitted to and approved in writing by the Local Planning Authority. These facilities shall thereafter be retained for their designated use.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies and to comply with Policy DP21 of the Mid Sussex District Plan.

10. The development shall be carried out in accordance with the Sustainability Statement submitted as part of the application. On completion of the development, an independent

final report shall be prepared and submitted to the Local Planning Authority to demonstrate that the proposals in the Statement have been implemented.

Reason: To ensure that measures to make the development sustainable and efficient in the use of energy, water and materials are included in the development, in accordance with the NPPF requirements, Policies DP26 and DP39 of the Mid Sussex District Plan

11. Units 2 and 3 hereby permitted shall be part M4(2) (Adaptable and Accessible) compliant and shall be fully implemented prior to completion of the development and thereafter be so maintained and retained. No dwelling shall be occupied until a verification report confirming compliance with category M4(2) has been submitted to and agreed with the Local Planning Authority.

Reason: To ensure that the development provides a range of house types to meet accessibility and adaptability needs to comply with Policy DP28 of the Mid Sussex District Plan.

12. Post-occupation monitoring / management conditions

The refuse/recycling storage areas shall be implemented in accordance with the approved plans and made available for use prior to the first occupation of the dwellings at all times thereafter.

Reason: In the interests of the amenities of the area, to comply with Policy DP26 of the Mid Sussex District Plan.

13. All proposed first, second and third floor windows and doors facing onto the internal lightwell of the building hereby permitted shall be glazed with obscured glass.

Reason: To protect the amenities and privacy of the adjoining property and to accord with Policy DP26 of the Mid Sussex District Plan.

Biodiversity Net Gain

1. This permission is considered to be one which **will not require the approval of a biodiversity gain plan before development is began** because it is considered that one or more of the statutory exemptions or transitional arrangements is considered to apply.

Please see the information contained within the notes to applicants/agents set out below.

Informatives

1. In accordance with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
2. You are advised that this planning permission requires compliance with a planning condition(s) before development commences. You are therefore advised to contact the case officer as soon as possible, or you can obtain further information from:

<https://www.gov.uk/guidance/use-of-planning-conditions#discharging-and-modifying-conditions> (Fee of £298 will be payable per request). If you carry out works prior to a pre-development condition being discharged then a lawful start will not have been made and you will be liable to enforcement action.

3. The proposed development will require formal address allocation. You are advised to contact the Council's Street Naming and Numbering Officer before work starts on site. Details of fees and developers advice can be found at www.midsussex.gov.uk/streetnaming or by phone on 01444 477175.
4. Your attention is drawn to the requirements of the Environmental Protection Act 1990 with regard to your duty of care not to cause the neighbours of the site a nuisance. Accordingly, you are requested that:
 - Measures shall be implemented to prevent dust generated on site from crossing the site boundary during the demolition/construction phase of the development.
 - No burning of materials shall take place on site at any time.If you require any further information on these issues, please contact Environmental Protection on 01444 477292.
5. Construction of the development shall not commence until details of the proposed means of foul sewerage and surface water disposal have been submitted to, and approved in writing by, the Local Planning Authority in consultation with Southern Water.
6. During the renovation works the applicant should ensure all construction traffic or construction related works that might obstruct the highway are considered and the appropriate licences obtained. The applicant is advised of the requirement to enter into early discussions with and obtain the necessary licenses from the Highway Authority to cover any temporary construction related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include, the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.

Human Rights Implications

The planning application has been considered in light of statute and case law and any interference with an individual's human rights is considered to be proportionate to the aims sought to be realised.

Plans Referred to in Consideration of this Application

The following plans and documents were considered when making the above decision:

Plan Type	Reference	Version	Submitted Date
Proposed Floor Plans	PL_101_00	10	26.02.2024
Existing Floor and Elevations Plan	EL_00_100	-	17.01.2023
Proposed Floor Plans	PL_100_00	09	26.02.2024
Location and Block Plan	EL_00_105	00	17.01.2023
Proposed Floor Plans	PL_00_200	01	26.01.2023
Street Scene	PL_00_300	-	17.01.2023
Proposed Elevations	PL_00_400	-	17.01.2023
Proposed Sections	PL_00_500	-	17.01.2023
Proposed Sections	PL_00_600	-	17.01.2023
Drainage Details	PL_400_00	-	01.02.2023
Drainage Details	PL_401_00	-	01.02.2023



Ann Biggs
Assistant Director Planning and Sustainable Economy

PEFULZ

DRAFT

APPEALS TO THE SECRETARY OF STATE

Notes for Applicants

If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months (8 weeks in the case of advertisements, 12 weeks in the case of householder or minor commercial development) of the date of this notice *(see exceptions below)

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on Tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.uk.

- * If this decision relates to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.*
- * If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.*

Biodiversity Net Gain

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be Mid Sussex District Council.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply.

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition that apply in this instance

The application for planning permission was made before 12th February 2024.

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

The effect of section 73D of the Town and Country Planning Act 1990

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 (application to develop land without compliance with conditions previously attached) and a Biodiversity Gain Plan was approved in relation to the previous planning permission ("the earlier Biodiversity Gain Plan") there are circumstances when the earlier Biodiversity Gain Plan is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

- i) do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and
- ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.

The effect of Paragraph 19 of Schedule 7A to the Town and Country Planning Act 1990

If the permission which has been granted has the effect of requiring or permitting the development to proceed in phases, the modifications in respect of the biodiversity gain condition which are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024 apply.

In summary: Biodiversity gain plans are required to be submitted to, and approved by, the planning authority before development may be begun (the overall plan), and before each phase of development may be begun (phase plans).

Purchase Notices

If either the Local Planning Authority or Secretary of States refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase their interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

APPENDIX 2

THE PLAN

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 16 February 2026 shows the state of this title plan on 16 February 2026 at 14:54:06. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

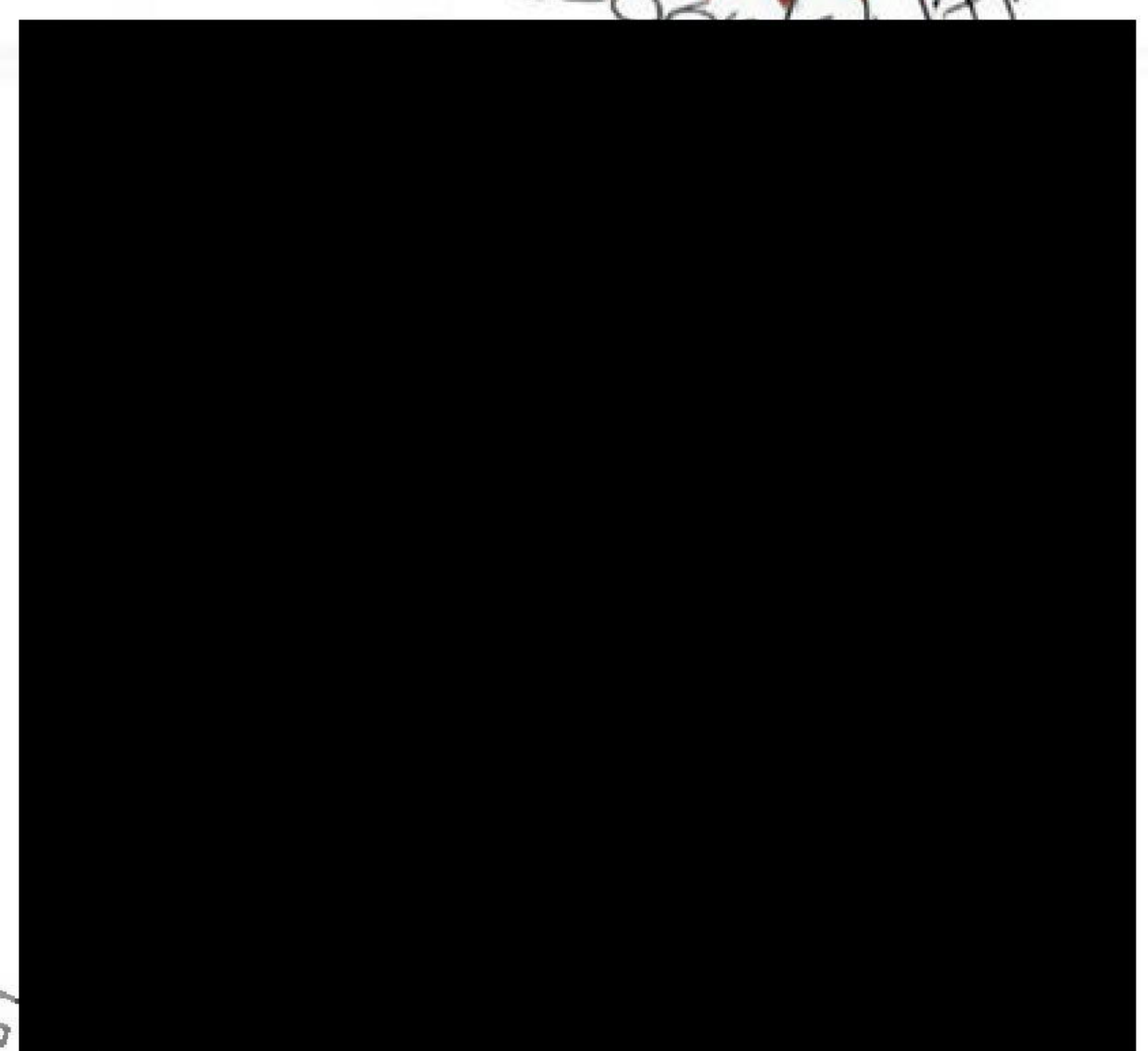
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Durham Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
ORDNANCE SURVEY PLAN REFERENCE	TQ 3119	SECTION	T
COUNTY	WEST SUSSEX	DISTRICT	MID SUSSEX

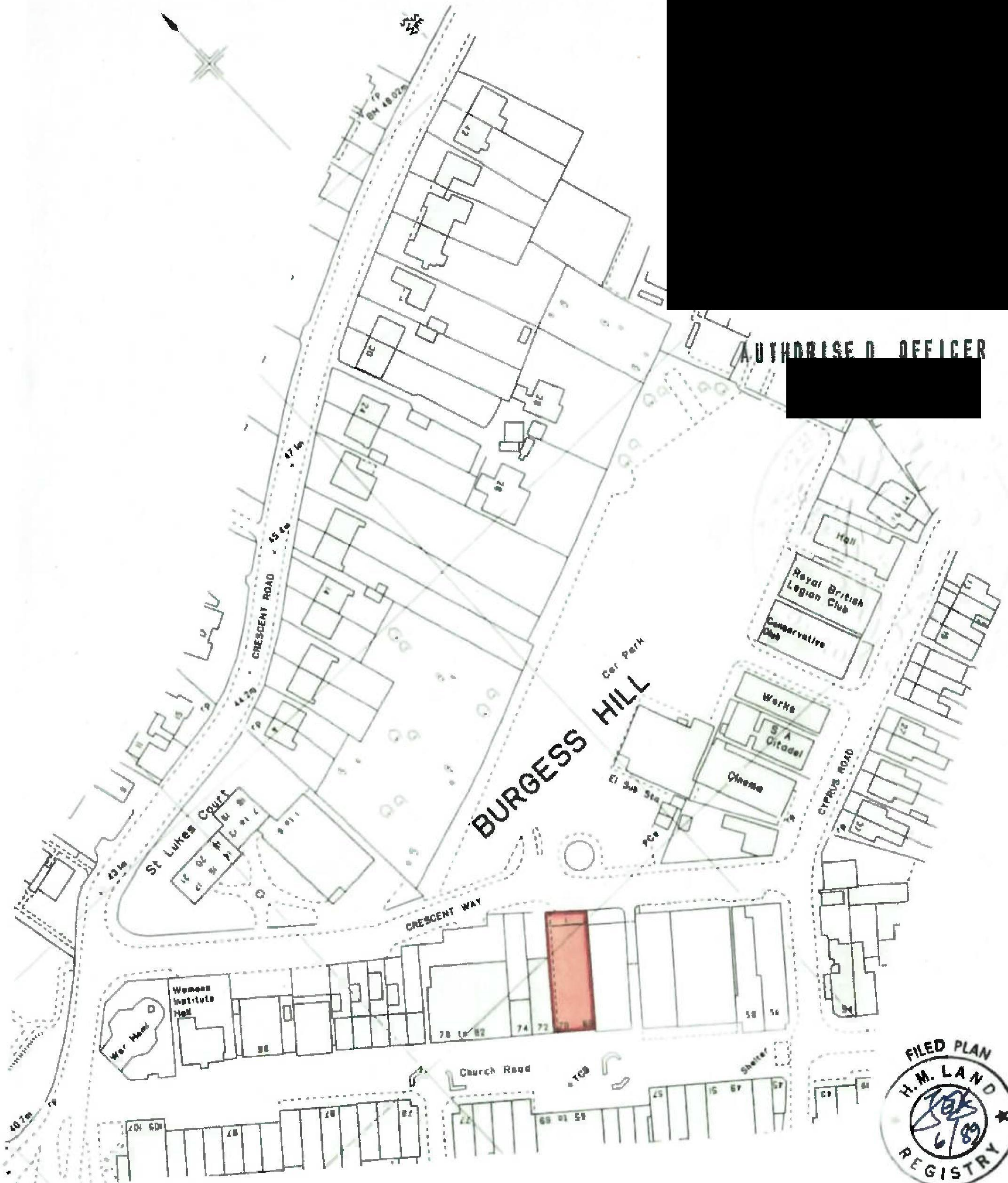
WSX 13



AUTHORISED OFFICER



27/11/89



APPENDIX 3

PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:

Agreement dated:

Planning application reference number:

Obligation in Agreement(Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s) :	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

ec Executed as a Deed by

affixing the Common Seal of

MID SUSSEX DISTRICT COUNCIL

in the presence of:-

Authorised Officer



Executed as a Deed by

affixing the Common Seal of

WEST SUSSEX COUNTY COUNCIL

in the presence of:-

Authorised Officer



Executed as a Deed by

GUISSPE ALIO

in the presence of:-

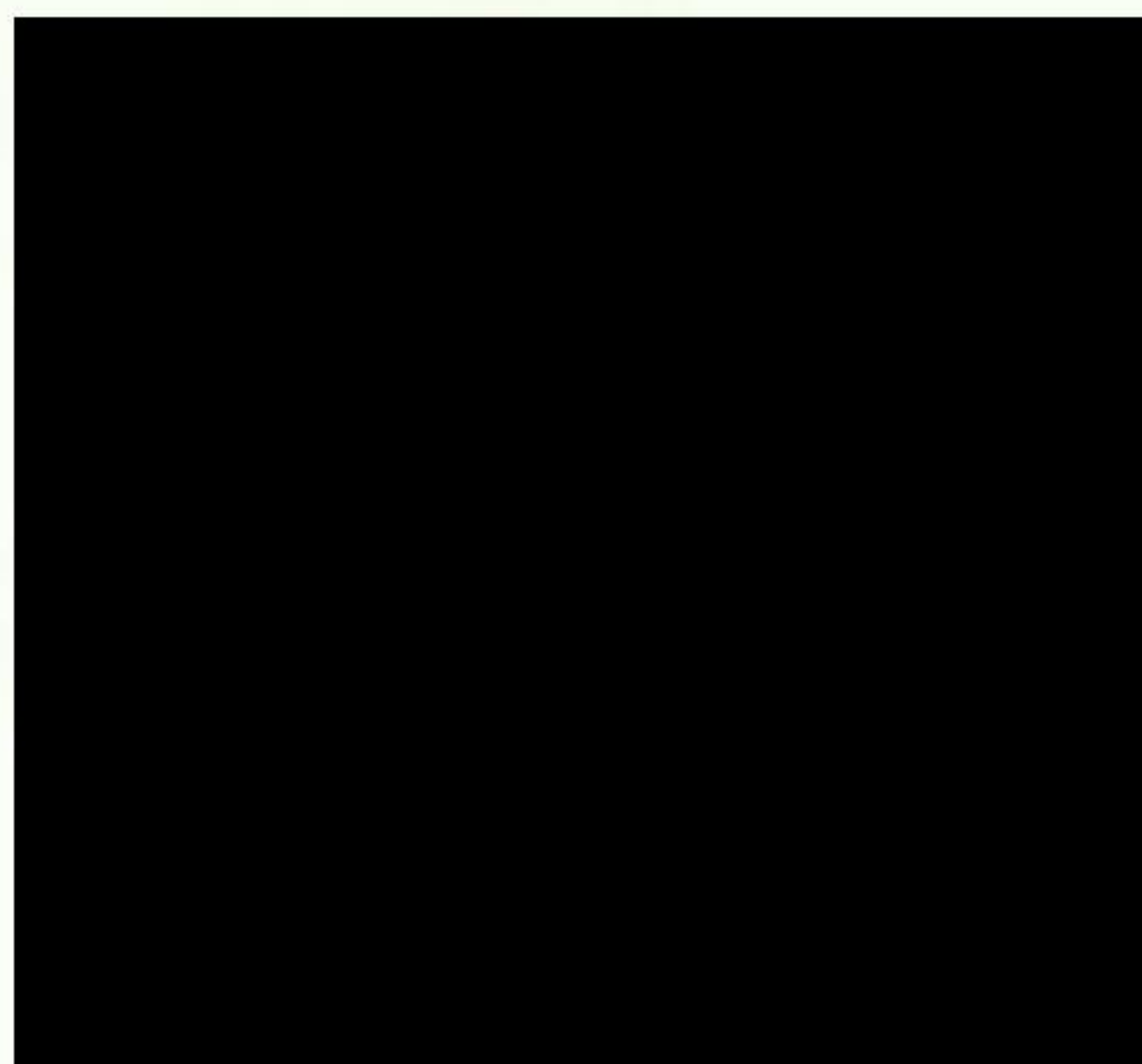


Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation



.....
.....
CarterBellsLLP
Solicitors
Kings' Stone House
12 High Street
Kingsdown upon Thames
KT1 1HD

Executed as a Deed by

GIOVANNI ALIO

in the presence of:-

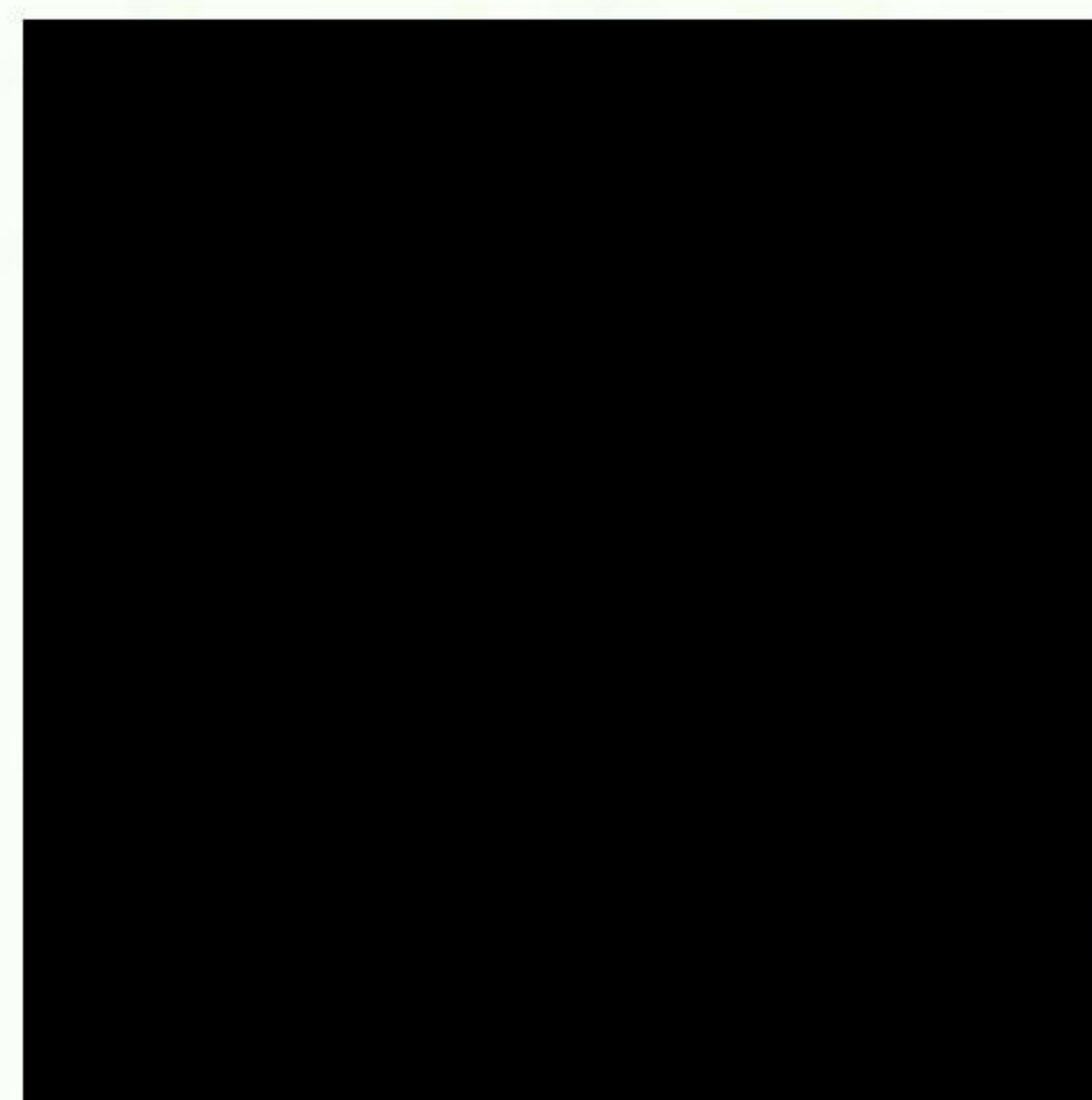


Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation



.....
.....
CarterBellsLLP
Solicitors
Kings' Stone House
12 High Street
Kingsdown upon Thames
KT1 1HD

Executed as a Deed by

ALIO'S FOOD COMPANY LIMITED

acting by

.....

a director

Director

in the presence of:-

Signature of witness

.....

Name (in BLOCK CAPITALS)

.....

Address

.....Carter Belts LLP
Solicitors

Occupation

.....Kings' Stone House
12 High Street.
Solicitor
Kingston upon Thames
KT1 1HD