

DATED 15 July 2026

(1) MID SUSSEX DISTRICT COUNCIL

(2) ELIZABETH EMMA NORRIS; SOPHIA KATE CODRINGTON; MELANIE LOUISE SKINNER;
RICHARD HENRY ARTHUR NORRIS

(3) FAIRFAX ACQUISITIONS LIMITED

**PLANNING OBLIGATION BY WAY OF
AGREEMENT**

relating to Land North of Ansty (Beechy Bottom) Sussex
LPA Ref: DM/23/2867



Pinsent Masons

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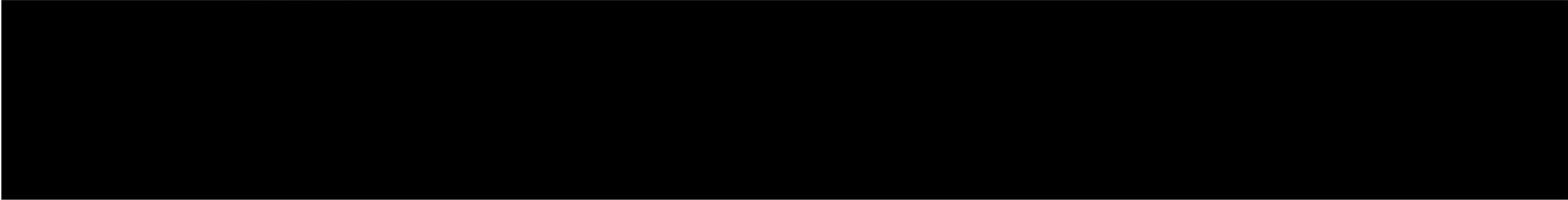
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THIS DEED is made on

15 July

2026

BETWEEN:

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS (the "District Council");
- (2) 
- (3) **FAIRFAX ACQUISITIONS LIMITED** (company number 05322193) whose registered office is at Buncton Barn, Buncton Lane, Bolney, Haywards Heath, RH17 5RE (the "Promoter").

BACKGROUND:

- (A) The Owner is the freehold owner of part of the Land with title absolute of title number WSX195013.
- (B) The Promoter entered into a promotion agreement with the Owner in respect of the Land dated 8 March 2019 as subsequently amended pursuant to deeds of variation. The Promoter also has the benefit of a registered charge dated 8 March 2019 against title number WSX195013.
- (C) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (D) The Owner and Promoter made the Application to carry out the Development validated on 6 December 2023.
- (E) The District Council resolved on 16 October 2025 to grant Planning Permission subject to the prior completion of this Deed.
- (F) The Parties have agreed to enter into this Deed to make provision for the satisfactory development of the Land and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 are met.

IT IS AGREED as follows:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

1.1 In this Deed:

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the planning application for change of use of farmland and woodland to parkland reserve to include public access and instigation of long-term management and rewilding regime, including establishment of pedestrian tracks. Proposals to include the addition of two wooden viewing platforms and two hides. Sports pitches at Beech Farm Field to remain in sports use, as validated by the District Council on 6 December 2023 and allocated reference DM/23/2867
"Commencement Date"	means the date on which the Commencement of the Development occurs

"Commencement Notice"	means the written notice confirming the Commencement Date and served in accordance with Clause 13
"Commencement of the Development"	means the carrying out of a material operation pursuant to the Planning Permission as defined in section 56(4) of the Act save that the carrying out of any works of demolition, works of site clearance, ground investigation and site survey works, ecological works, construction of boundary fencing or hoardings, archaeological investigation, site decontamination or remediation works, laying or diverting of sewers and other services, the erection of advertisements and site notices shall not be considered to be Commencement of Development and all references to Commence, Commenced and Commencement shall be construed accordingly
"Deed"	means this Deed
"Development"	means the development of the Land as set out in the Application and authorised by the Planning Permission
"District"	means the area comprised in the district of Mid Sussex (as defined in Section 1(4) of the Local Government Act 1972 and the Statutory Instruments made under the said 1972 Act)
"Index Linked"	means (a) in respect of the inspection fee (£1,000) this shall be increased in accordance with the following formula: Amount Payable = Relevant Amount x (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 and "Indexation" and "Indexed" shall be construed accordingly
"Land"	means the land against which this Deed may be enforced known as Land North of Ansty (Beechy Bottom) Sussex and is shown for identification purposes only edged red on the Land Plan
"Land Plan"	means the plan annexed to this Deed at Appendix 1
"Planning Permission"	means the planning permission granted pursuant to the Application a draft of which is appended to this Deed at Appendix 3
"Working Day"	means any day which is not a Saturday, a Sunday, 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 Any agreement, approval, consent, confirmation, comment, declaration, expression of satisfaction or similar required under the terms of this Deed shall not be unreasonably withheld or delayed.
- 1.11 References to the District Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow or cause 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 in accordance with section 106 of the Act.

3. CONDITIONALITY

With the exception of this Clause 3 and Clauses 1, 2, 5-8, 9.1-9.2, 10- 17 which shall take effect immediately, this Deed is conditional upon:

- 3.1.1 the grant of Planning Permission; and
- 3.1.2 Commencement of Development taking place (save for any obligations that are expressed to be complied with prior to Commencement of Development).

4. THE OWNER'S COVENANTS TO THE DISTRICT COUNCIL

- 4.1 The Owner covenants with the District Council to observe and perform or cause to be observed and performed the obligations contained in Schedule 1 and Schedule 2 to this Deed at the times and in the manner provided therein.
- 4.2 The Owner covenants to the Council to give the Commencement Notice to the District Council not less than 10 Working days before the Commencement Date.

5. PROMOTER'S CHARGE AND MORTGAGEES

5.1 The Promoter shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Promoter is in possession of all or the part of the Land to which the breach relates in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED THAT the Promoter shall only remain liable for a breach occurring on the part of the Land in which it has a legal interest and a the Promoter will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the Land.

5.2 Any mortgagee or chargee from time to time shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the mortgagee or chargee is in possession of all or the part of the Land to which the breach relates in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED THAT a mortgagee or chargee shall only remain liable for a breach occurring on the part of the Land in which it has a legal interest and a mortgagee or chargee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the Land.

6. RELEASE

6.1 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.

6.2 No person or company shall be liable for a breach of this Deed if their interest in the Land is restricted to being an individual owner and/or occupier.

6.3 No person or company with a future charge or mortgage over the Land shall be liable for any breach of the obligations in this Deed unless committed or continuing at a time when the charge or mortgagee is in possession of all or any part of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council upon the grant of the Planning Permission.

8. THE DISTRICT COUNCIL'S COSTS

8.1 The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the sum of £2,000 as a contribution towards the District Council's costs of monitoring the implementation of this Deed.

9. OWNERSHIP

9.1 Other than as set out in the Recitals to this Deed and as noted on the title registers as set out in the Recitals, the Owner warrants that no person other than the Promoter has any legal or equitable interest in the Land at the date of this Deed.

9.2 The Owner agrees to give the District Council immediate written notice of any change in ownership of any of their 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.

10. NO FETTER OF DISCRETION

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

11. WAIVER

No failure or delay by the District 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.

12. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 12.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 12.1.2 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;
- 12.1.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if:
 - (a) the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners); or
 - (b) the Planning Permission is modified by any statutory procedure or expires prior to the Commencement of the Development;
- 12.1.4 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;
- 12.1.5 if the Owner fails to give a notice required by Clause 4 above then the District Council shall be entitled in its absolute discretion to determine the relevant Commencement Date and shall give notice to the Owner of the District Council's determination;
- 12.1.6 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"):
 - (a) 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
 - (b) 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
 - (c) 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 [●]"; and
- 12.1.7 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.

- 12.2 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;

13. NOTICES

- 13.1 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.

- 13.2 The address for service of any notice consent acknowledgment or approval as required by this Deed shall be on all the parties at the addresses aforesaid or such other address for service as shall have previously notified by the parties to all other parties to the Deed.

- 13.3 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:

13.3.1 by first class post deemed served two Working Days after posting;

13.3.2 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 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; and

13.3.3 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.

14. 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.

15. DISPUTES

- 15.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.

- 15.2 If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:

15.2.1 where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute; and

15.2.2 where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or

London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

15.3 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter to which Clauses 15.2.1 or 15.2.2 apply.

15.4 Except as aforesaid any expert appointed pursuant to Clauses 15.2.1 or 15.2.2 or any other person (each being an "Expert") shall:

15.4.1 on their appointment serve written notice thereof on the parties in dispute;

15.4.2 consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;

15.4.3 allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;

15.4.4 have an unfettered discretion to determine the reference to them;

15.4.5 serve notice of their determination as soon as they have made it;

15.4.6 give full and clear reasons for their decision; and

15.4.7 be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

15.5 The provisions of this Clause shall not affect the ability of the District Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

16. DELIVERY

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

17. GOVERNING LAW

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

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1

PUBLICLY ACCESSIBLE OPEN SPACE

In this Schedule the words below shall mean as follows:-

"Certificate of Practical Completion" means a certificate of practical completion confirming that all works to which the certificate relates are Practically Complete in accordance with the relevant specification as required pursuant to this Deed

"Permitted Closures" means temporary closure of any area of Publicly Accessible Open Space (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the Publicly Accessible Open Space in question, any cables, wires, pipes, sewers, drains or ducts over, along or beneath them or any other area or services in the vicinity of the Publicly Accessible Open Space
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Land or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
- (e) any other closure not covered by the above in relation to which the Council's prior approval has been obtained

PROVIDED THAT save in the case of an emergency or as otherwise agreed with the District Council and the Owner will be required to provide notice where reasonably practicable to the public of any Permitted Closure of not less than 3 (three) days prior to the date such Permitted Closure is to commence

"Plan 2" means the plan annexed to this Deed at Appendix 2 showing indicatively the Publicly Accessible Open Space

"Practical Completion" means the issue of the Certificate of Practical Completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a Certificate of Practical Completion by that other party or their architects

"Practical Completion Information" means in respect of the Publicly Accessible Open Space, the following information shall be provided to the District Council:

- (a) confirmation that the works have been completed in accordance with the relevant construction contract and are free from apparent defects subject only to minor defects which do not affect or impair the use enjoyment occupation and /or fitting out of the works
- (b) the collateral warranties as provided by in the construction contract have been provided from the relevant subcontractors

- (c) all testing calibration regulation or adjustment required by the construction contract has been successfully completed and passed
- (d) all records and documents including commissioning data, maintenance handover schedules, manufacturers' warranties, operation certificates operation and maintenance manuals as built drawings and commissioning schedules in relation to the works and design and required by the construction contract have been provided
- (e) health and safety files,

SUBJECT TO any such redactions as the Owner considers is reasonably necessary including in respect to any commercially sensitive information

"Publicly Accessible Open Space" means the public realm within the Development in accordance with the Planning Permission and shown on Plan 2 which shall be maintained and shall be freely accessible to the general public at all times during hours of daylight and subject to any Permitted Closures

"Publicly Accessible Open Space Specification" means a detailed plan for the delivery and layout of the Publicly Accessible Open Space which shall contain at least the following information:-

- (a) the specification of the Publicly Accessible Open Space; and
- (b) the timing of the delivery of the Publicly Accessible Open Space;
- (c) management and maintenance provisions,

as may be amended from time to time with the prior written approval of the District Council

The Owner covenants with the District Council as follows:

1. **PUBLICLY ACCESSIBLE OPEN SPACE**

- 1.1 Not to Commence the Development until the Owner has submitted the Publicly Accessible Open Space Specification to the District Council and has obtained the District Council's written approval of such details (such approval not to be unreasonably withheld or delayed and approval to be deemed in the event that no substantive response is received from the District Council within 28 Working Days of submission).
- 1.2 Thereafter to provide the Publicly Accessible Open Space in accordance with the approved Publicly Accessible Open Space Specification subject to any further variations/amendments agreed in writing by the District Council.
- 1.3 To submit to a Certificate of Practical Completion including the Practical Completion Information and any other evidence the District Council requires once the Publicly Accessible Open Space (or each part where the approved Publicly Accessible Open Space Specification allows for each part to come forward at different stages) have been completed for the District Council's written approval.
- 1.4 At the same time as the submission of a Certificate of Practical Completion the Owner shall serve notice (of at least 10 days) on the District Council inviting it to inspect the Publicly Accessible Open Space and to approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed) and upon such inspection the Owner shall pay an inspection fee of £1000.
- 1.5 If the District Council chooses to inspect and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the District Council within three (3) months of

the District Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the District Council).

- 1.6 Upon completion of any remedial works the Owner shall serve notice in writing on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.5 and approve the Certificate of Practical Completion (such approval shall not be unreasonably withheld or delayed).
- 1.7 The requirements of paragraph 1.5 - 1.6 shall then repeat themselves until the District Council approves the Certificate of Practical Completion subject to paragraph 1.8.
- 1.8 In the event the District Council fails to inspect the Publicly Accessible Open Space within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue approval of the Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the Certificate of Practical Completion shall be deemed to be approved at the end of those specified periods provided and provided further that in the event of any dispute between the parties the Expert shall determine whether a Certificate of Practical Completion is deemed to have been approved pursuant to Clause 15.
- 1.9 The Publicly Accessible Open Space shall not be used for any purpose other than for the identified purposes set out within the Publicly Accessible Open Space Specification in perpetuity and shall be made available to the general public at all times free of charge subject to any Permitted Closures.

SCHEDULE 2

BIODIVERSITY NET GAIN

In this Schedule the words below shall mean as follows:-

"Biodiversity Area"	means the area within the Land to be laid out to provide habitat enhancements for the purposes of achieving the Biodiversity Net Gain in accordance with the BNG Plan and subsequently managed, maintained and monitored in accordance with the BNG Plan and "Biodiversity Areas" shall be construed accordingly
"Biodiversity Net Gain"/ "BNG"	means a net gain in biodiversity at the time when the Development on the Land is completed, as evidenced and calculated by the biodiversity net gain statutory metric published by the Department for Environment, Food & Rural Affairs from time to time for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement
"BNG Certificate of Compliance"	means the certificate (or certificates) of compliance to be issued by the District Council confirming that the habitat enhancements on the Land as set out in the BNG Plan have been completed to its reasonable satisfaction
"BNG Monitoring Fee"	means the sum of Fifteen Thousand Pounds (£15,000) to be paid to the District Council towards the costs of monitoring the BNG Plan
"BNG Plan"	means a plan (or plans where the BNG is to be delivered on a phased basis) to be approved by the District Council which sets out the detail of how the Biodiversity Net Gain will be legally secured, delivered, managed, maintained and monitored on the Land for the minimum period of 30 years from the date of the BNG Certificate of Compliance
"BNG Units"	means one biodiversity net gain unit as measured using the biodiversity net gain statutory metric

The Owner covenants with the District Council as follows:-

1. BIODIVERSITY NET GAIN

- 1.1 The Owner shall maintain, manage and monitor the Biodiversity Areas in accordance with the BNG Plan for a period of at least 30 years (the "**Covenant Period**") commencing from the date on which the BNG Certificate of Compliance has been issued by the District Council (the "**Covenant Start Date**").

2. BNG CERTIFICATE OF PRACTICAL COMPLETION

- 2.1 The Owner shall submit the BNG Plan to the District Council for written approval prior to Commencement of Development.
- 2.2 Following the implementation and completion of the habitat enhancements set out in the approved BNG Plan for the Biodiversity Areas, the Owner shall submit a BNG Certificate of Compliance and any other evidence the District Council requires for the District Council's written approval and simultaneously serve notice on the District Council inviting it to inspect the Biodiversity Areas and pay the inspection fee of One Thousand Pounds (£1,000) Index Linked to the District Council.
- 2.3 The District Council shall issue the BNG Certificate of Compliance confirming that the Biodiversity Areas (or part thereof) have been completed to its reasonable satisfaction and:

- 2.3.1 if the District Council chooses to inspect the Biodiversity Areas (or part thereof) and identifies remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
- 2.3.2 upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 2.3.1 of this Schedule and pay to the District Council further inspection fee of One Thousand Pounds (£1,000) Index Linked following which the District Council shall issue a BNG Certificate of Compliance if it is satisfied the Biodiversity Areas (or part thereof) have been completed to the District Council's satisfaction;

PROVIDED THAT if the District Council fails to inspect the Biodiversity Areas (or part thereof) within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue a BNG Certificate of Compliance within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the BNG Certificate of Compliance shall be deemed to have been issued at the end of those specified periods provided FURTHER THAT the inspection procedure identified in paragraph 2.3.1 and 2.3.2 of this Schedule (including payment by the Owner of the inspection fee of One Thousand Pounds (£1,000) Index Linked on each occasion the District Council inspects the Biodiversity Areas (or part thereof) shall be repeated until such time as the District Council issues a BNG Certificate of Compliance or a BNG Certificate of Compliance is deemed to have been issued in relation to the Biodiversity Areas (or part thereof) and provided FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a BNG Certificate of Compliance is deemed to have been issued pursuant to Clause 15.

3. BIODIVERSITY NET GAIN MONITORING

- 3.1 The Owner covenants to submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 1.1 above at the following intervals:
 - 3.1.1 two year anniversary of the Covenant Start Date;
 - 3.1.2 five year anniversary of the Covenant Start Date;
 - 3.1.3 10 year anniversary of the Covenant Start Date
 - 3.1.4 20 year anniversary of the Covenant Start Date
 - 3.1.5 30 year anniversary of the Covenant Start Date
- 3.2 If any monitoring report submitted pursuant to paragraph 3.1 of this Schedule identifies that remedial and/or corrective measures are required to any of the Biodiversity Areas in order to ensure that they meet the standards set out in the approved BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the District Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the District Council shall be deemed to have agreed the timescales proposed by the monitoring report and/or Owner where the District Council has not refused agreement within 20 (twenty) Working days after the date when the proposed dates were received by the District Council.
- 3.3 The Owner may from time to time submit an updated BNG Plan to the District Council for approval and shall pay to the District Council its costs of £300 (three hundred pounds) for each submission review and such approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated BNG Plan where it has not refused approval within 20 (twenty) Working days after the date when it was received by the District Council.
- 3.4 The Owner covenants to pay the inspection fee of One Thousand Pounds (£1,000) Index Linked prior to the issue of the BNG Certificate of Compliance for the Biodiversity Areas and the District Council shall not be required to issue the BNG Certificate of Compliance unless and until it has received the BNG Monitoring Fee and the applicable inspection fee(s).

1. **BIODIVERSITY NET GAIN – SURPLUS PROVISION**

1.1 In the event that following the securing of:

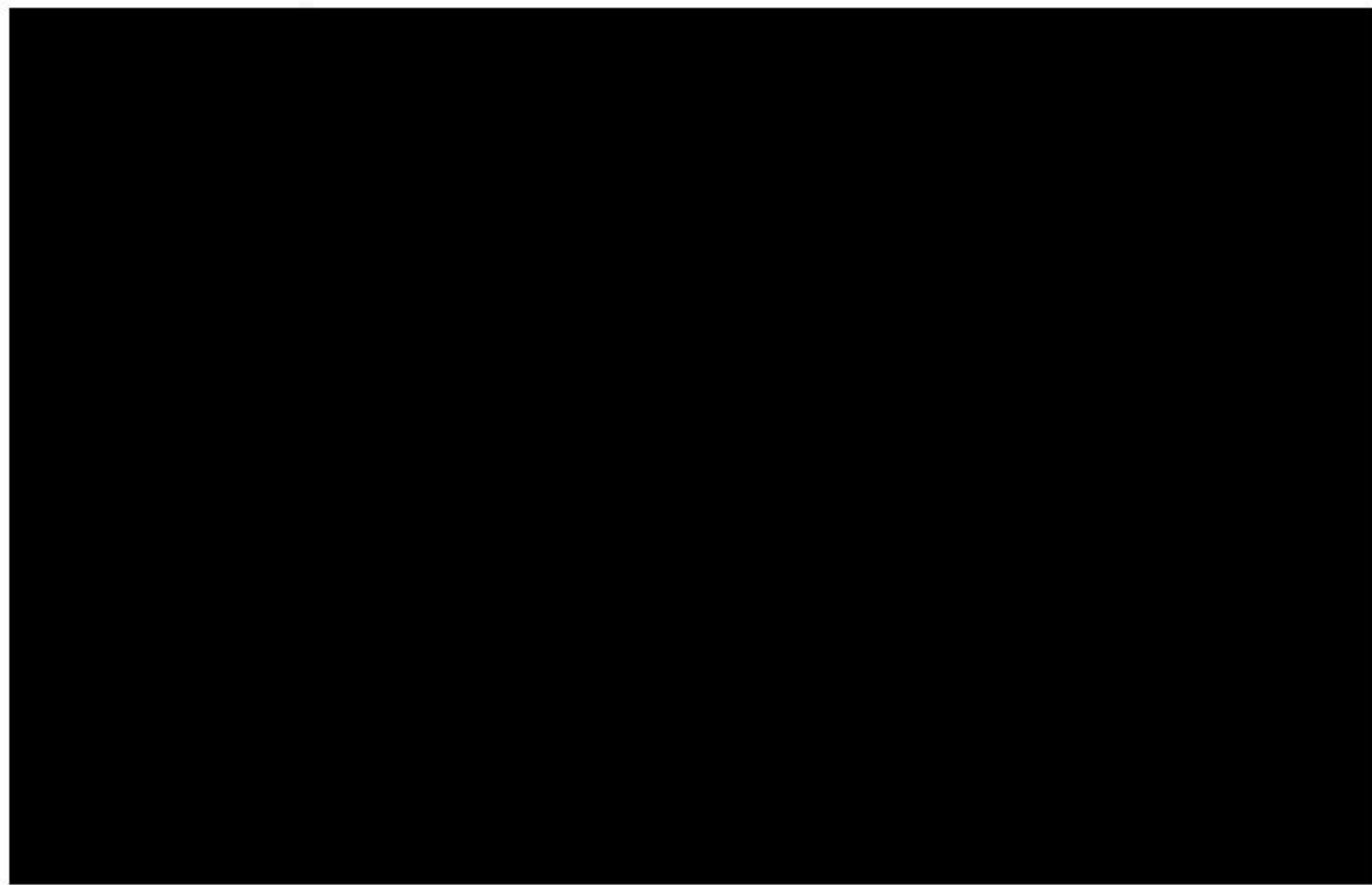
1.1.1 the Development's BNG (secured pursuant to a condition of the Planning Permission); and

1.1.2 175.02 BNG Units being reserved on the Land,

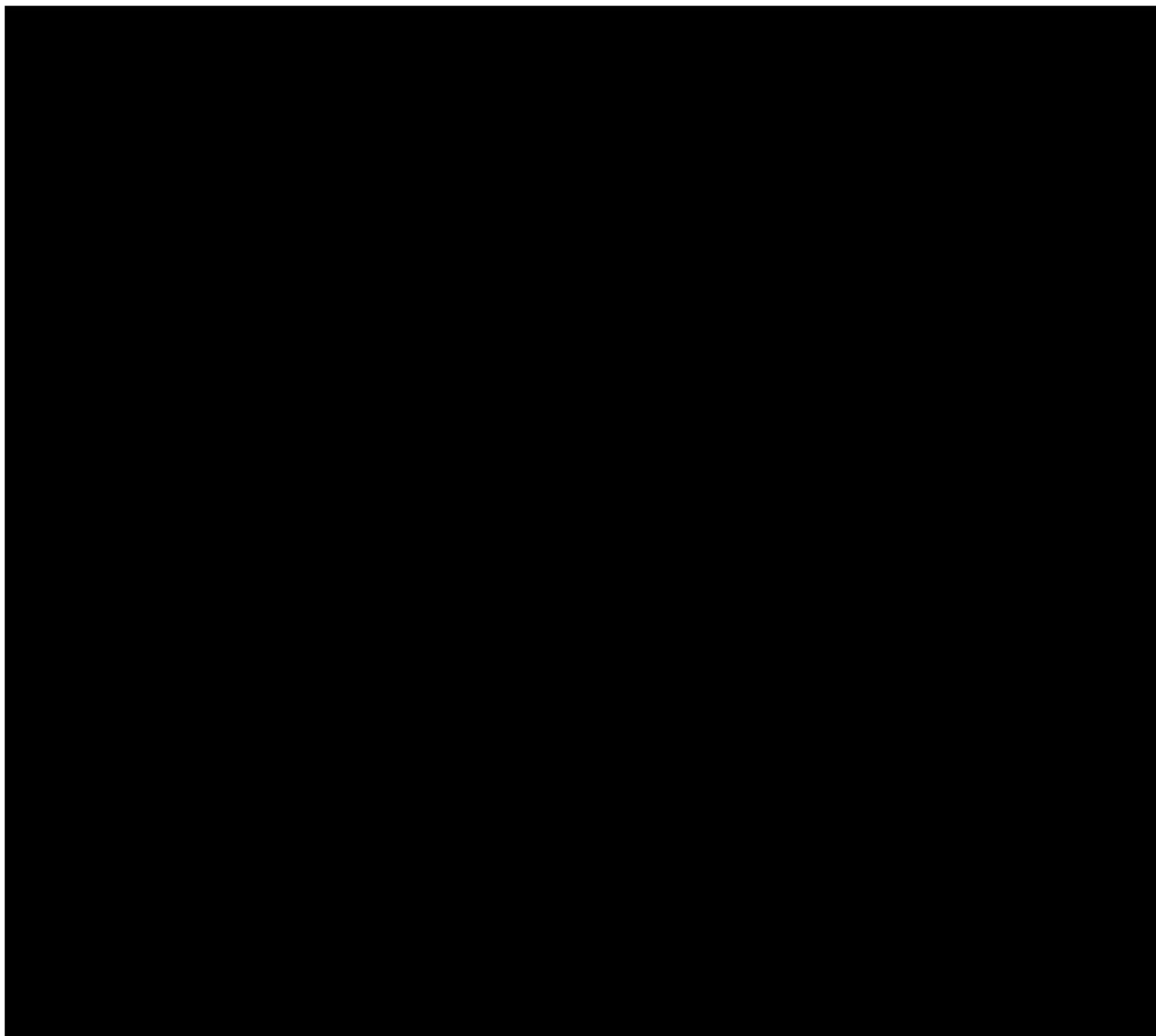
there are surplus areas within the Land capable of being provided as BNG Units, the Owner shall be free to allocate such surplus areas for the benefit of other developments who have been granted planning permission for development as it sees fit to do so, including through credits,

PROVIDED THAT the BNG Units being properly registered as such and their provision not conflicting with the use of the Publicly Accessible Open Space.

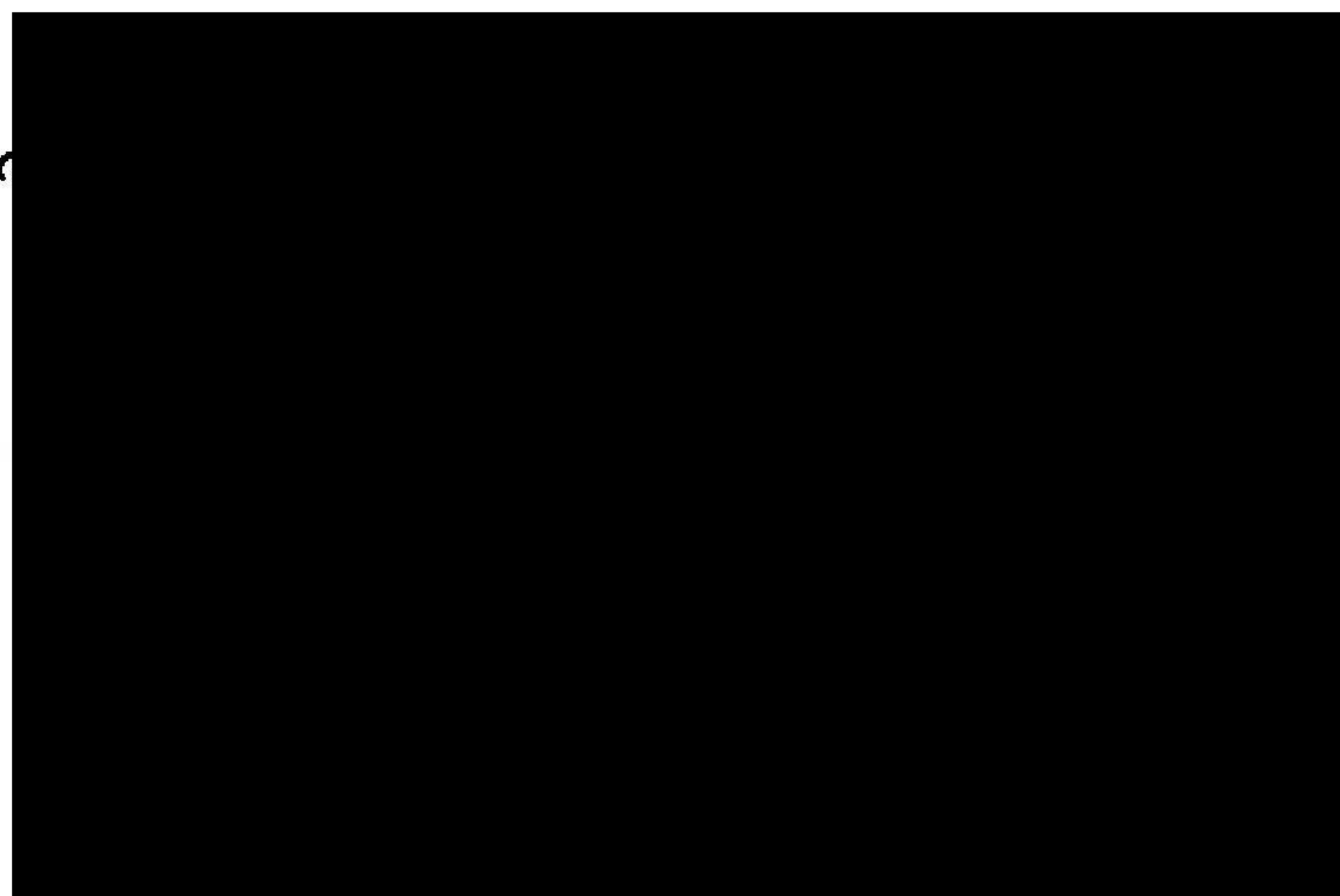
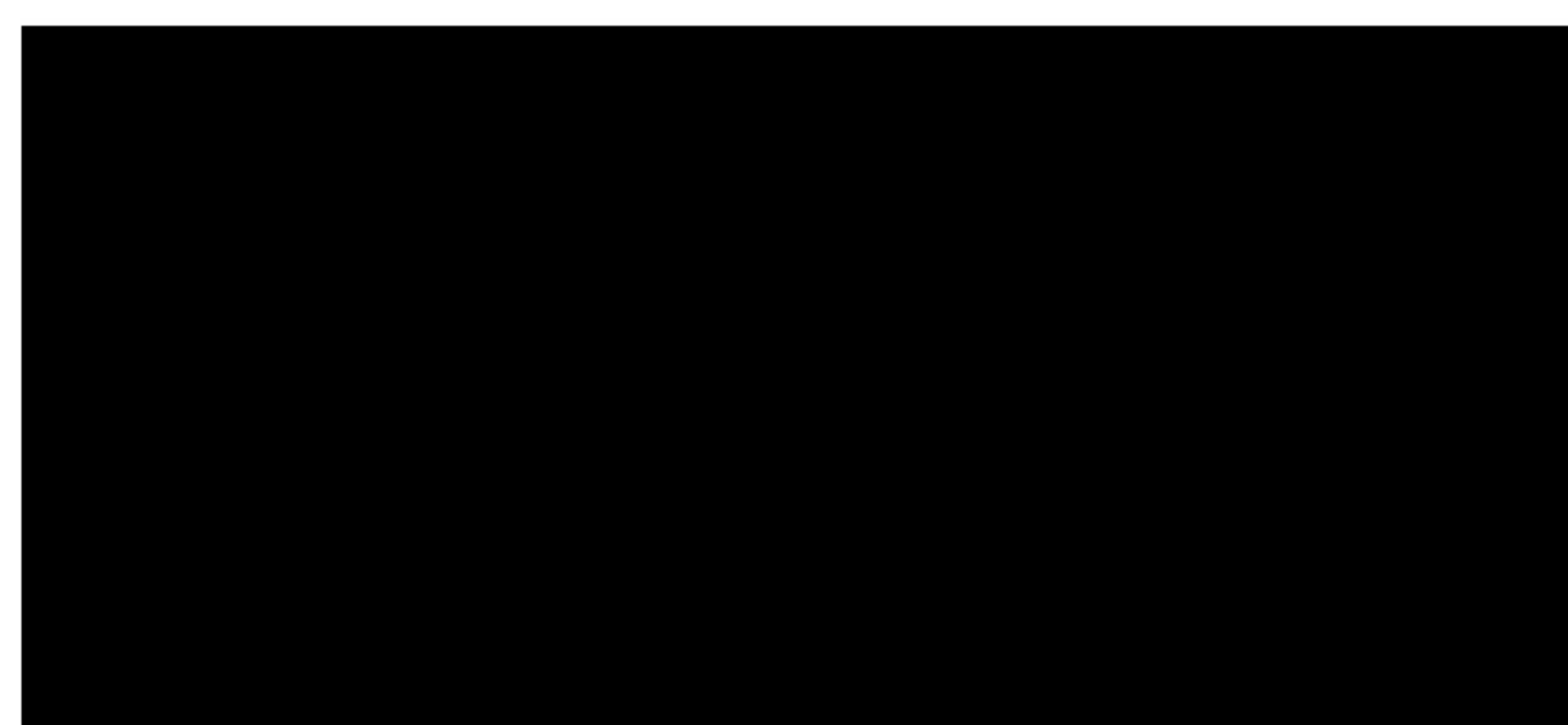
Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **MID SUSSEX DISTRICT COUNCIL** in the presence of:



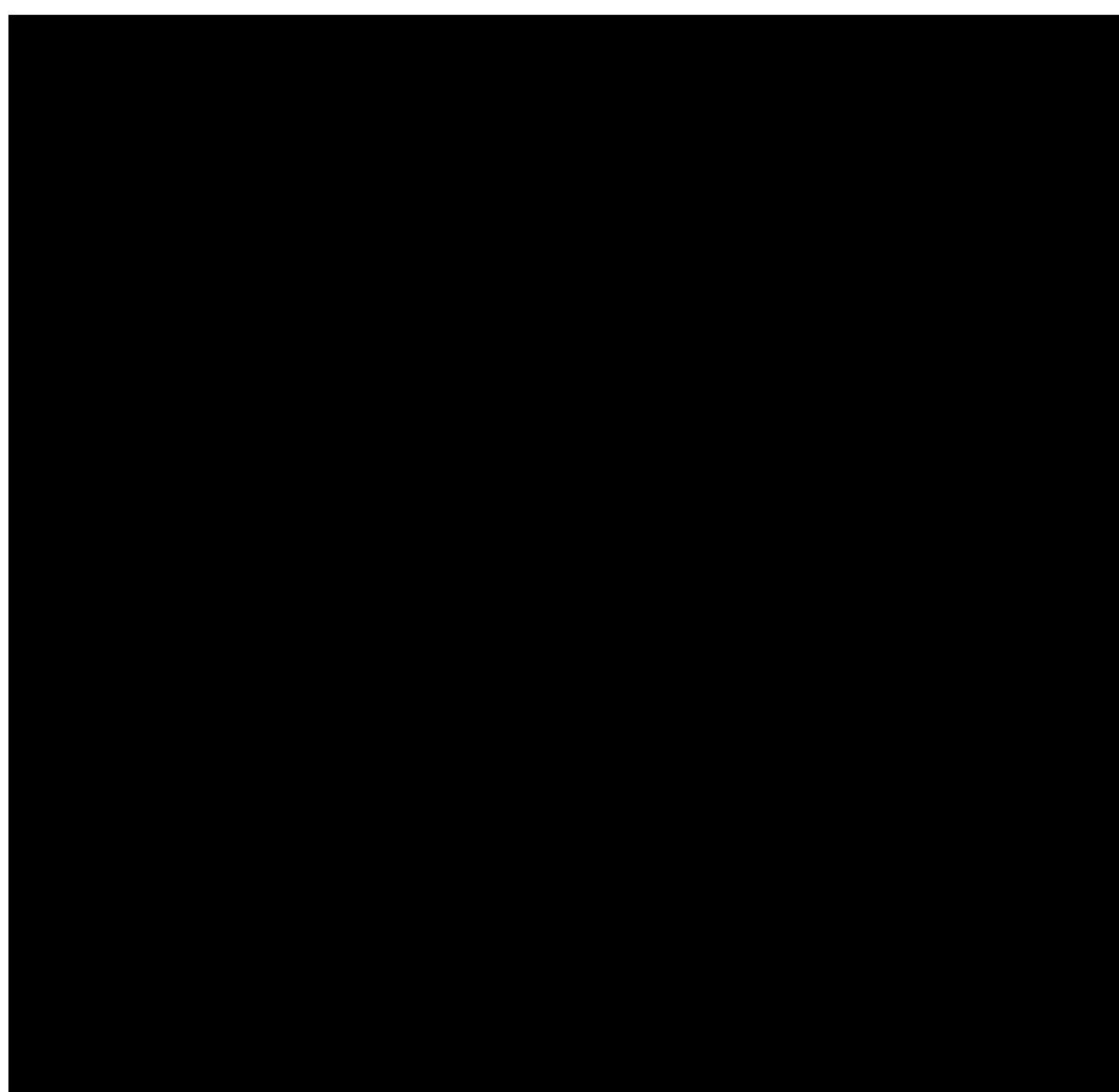
EXECUTED as a Deed
(but not delivered until dated) by
ELIZABETH EMMA NORRIS
in the presence of:



EXECUTED as a Deed
(but not delivered until dated) by
SOPHIA KATE CODRINGTON
in the presence of:



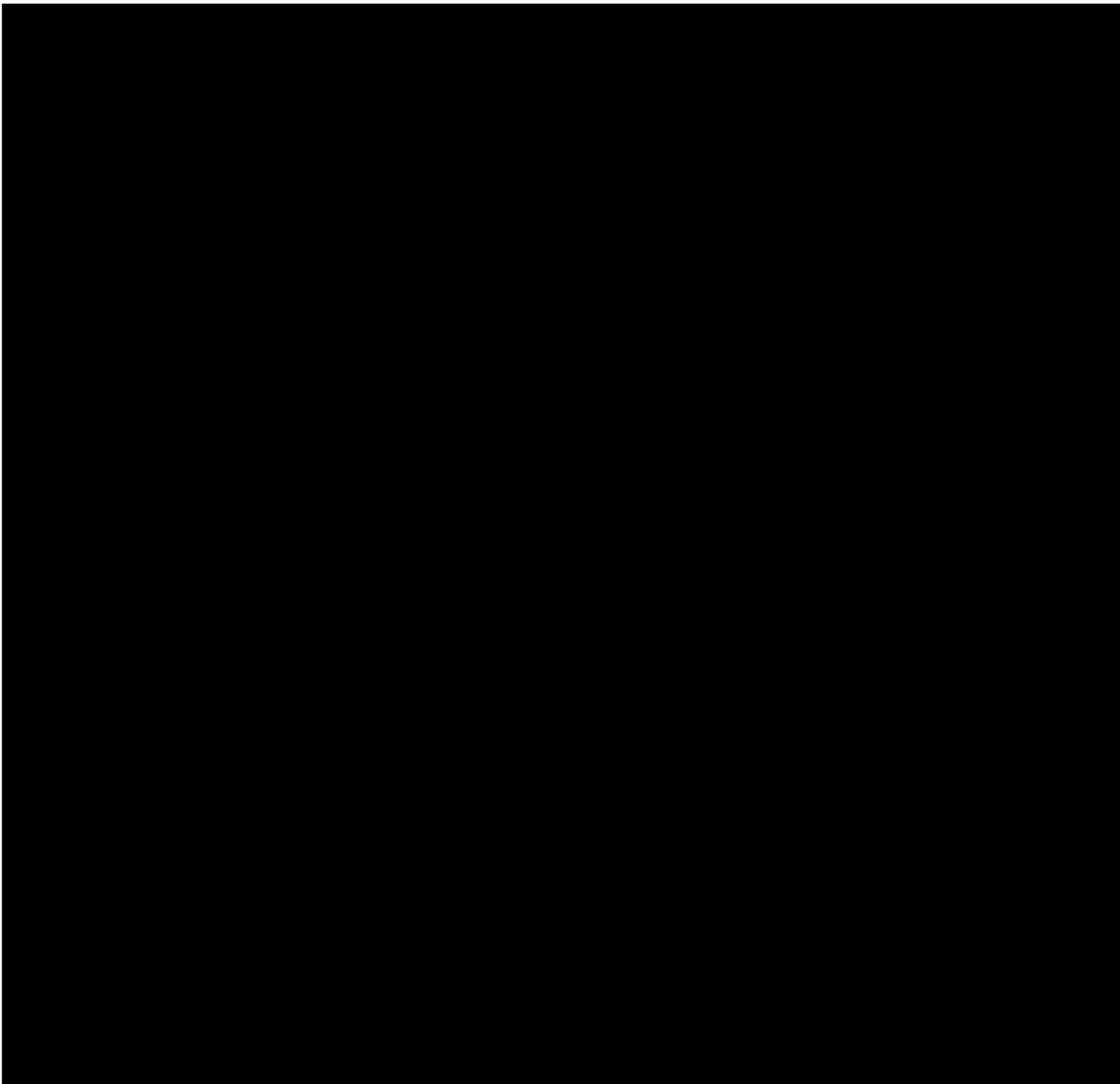
EXECUTED as a Deed
(but not delivered until dated) by
MELANIE LOUISE SKINNER
in the presence of:



EXECUTED as a Deed
(but not delivered until dated) by

ELIZABETH EMMA NORRIS

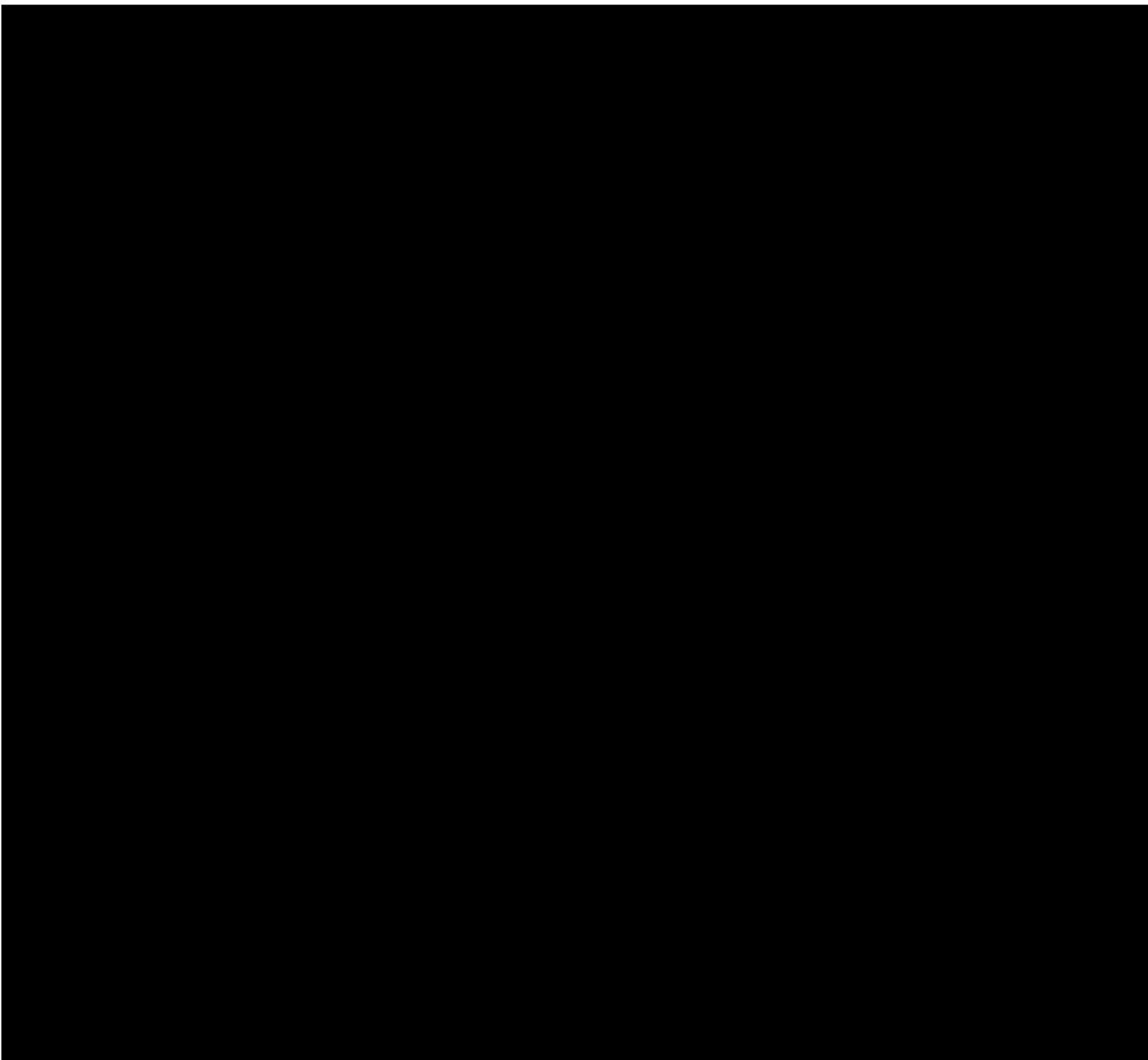
acting as the attorney of
RICHARD HENRY ARTHUR NORRIS
in the presence of:



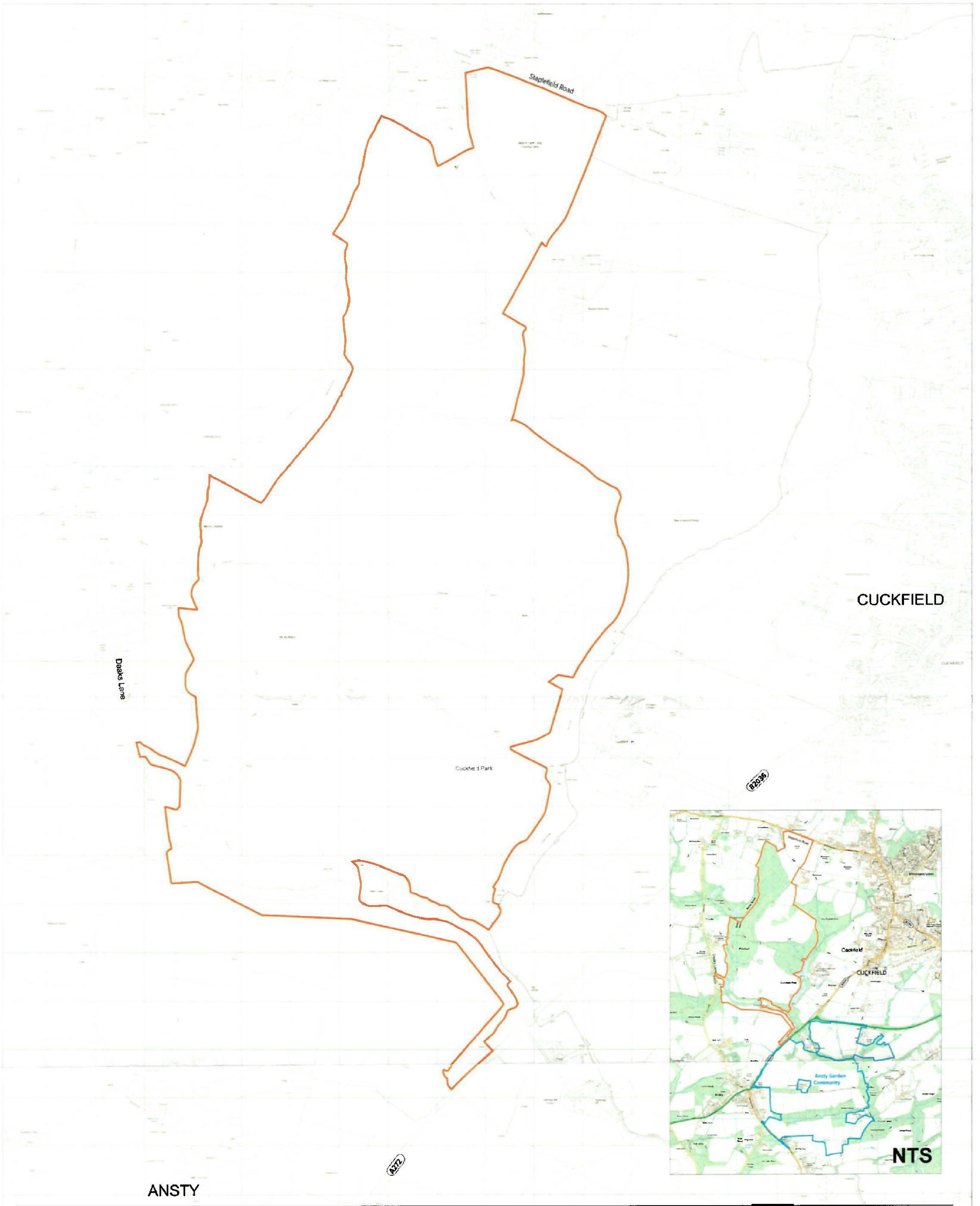
Executed as a Deed (but not delivered until the
date of this Deed) by **FAIRFAX ACQUISITIONS
LIMITED**
acting by

JONATHAN PETER BALL
Full Name (Director)

in the presence of:



APPENDIX 1
THE LAND PLAN



DAVIES LANDSCAPE
ARCHITECTS

Office 1C, 1 King Street, Stroud, Gloucestershire, GL5 3BS
w. www.dla.co.uk e. info@dl-a.co.uk t. 01453 780380



Change of Use Application Boundary



0m 50m



Rev Date Details By QA

CLIENT		PROJECT		TITLE		STATUS		NUMBER		DATE	
Fairfax		Beechy Bottom Parkland Reserve		Site Location Plan		Planning		2131		DLA XXX XXX DR L 31 P01	
Job Number 2131		Scale 1:2500		Size A0							

APPENDIX 2

PLAN 2

APPENDIX 3
PLANNING PERMISSION (DRAFT)

Fairfax Acquisitions Limited And The Norris
Family
c/o Mr Graham Wilson
Savills
72-76 High Street
Sevenoaks
TN13 1JR

CONTACT: Stephen Ashdown
PHONE: 01444 477326
E-MAIL: steve.ashdown@midsussex.gov.uk
REF: DM/23/2867
DATE:

Dear Sir/Madam

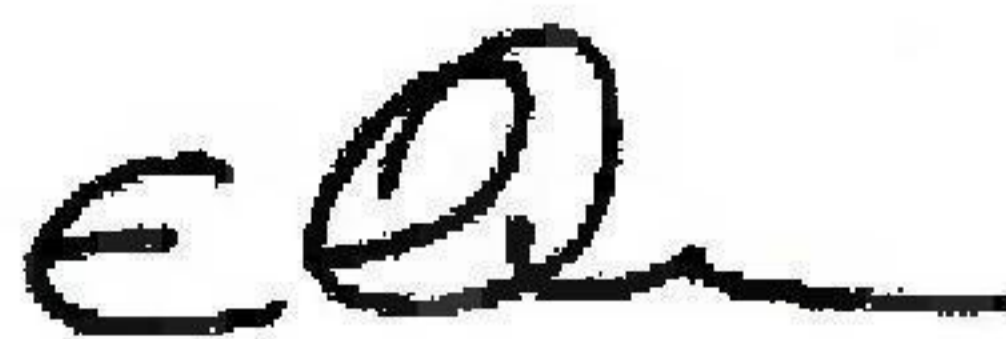
Land East of Ansty Way Cuckfield Bypass Cuckfield West Sussex
Change of use of farmland and woodland to parkland reserve to include public access and
instigation of long-term management and rewilding regime, including establishment of
pedestrian tracks. Proposals to include the addition of two wooden viewing platforms and
two hides. Sports pitches at Beech Farm Field to remain in sports use.

I advise that your application DM/23/2867 was **Granted Permission** on

I enclose a copy of the Decision Notice in relation to the above application. If you are acting as an Agent please ensure that a copy is given to the applicant. **Please read the notes accompanying this decision notice carefully.**

Please also be advised that this permission does not constitute an approval under Building Regulations. Before you proceed with your proposal you should ensure that a Building Control application is not required, or has been submitted.

Yours faithfully



Eric Owens
Interim Assistant Director Planning and Sustainable Economy

Fairfax Acquisitions Limited And The Norris Family
Mr Graham Wilson
Savills
72-76 High Street
Sevenoaks
TN13 1JR

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

PERMISSION

REFERENCE: DM/23/2867

DESCRIPTION: CHANGE OF USE OF FARMLAND AND WOODLAND TO PARKLAND RESERVE TO INCLUDE PUBLIC ACCESS AND INSTIGATION OF LONG-TERM MANAGEMENT AND REWILDING REGIME, INCLUDING ESTABLISHMENT OF PEDESTRIAN TRACKS. PROPOSALS TO INCLUDE THE ADDITION OF TWO WOODEN VIEWING PLATFORMS AND TWO HIDES. SPORTS PITCHES AT BEECH FARM FIELD TO REMAIN IN SPORTS USE.

LOCATION: LAND EAST OF ANSTY WAY, CUCKFIELD BYPASS, CUCKFIELD, WEST SUSSEX

DECISION DATE:

CASE OFFICER: STEPHEN ASHDOWN -
STEVE.ASHDOWN@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. Prior to the commencement of any works associated with this permission a Biodiversity Enhancement Strategy for protected, Priority and threatened species, prepared by a suitably qualified ecologist in line with the recommendations of Volume 4 November 2023 Appendix G: Ecology and Biodiversity Ecological Impact Assessment (The Ecology Co-op, October 2023), shall be submitted to and approved in writing by the local planning authority.

The content of the Biodiversity Enhancement Strategy shall include the following;

- Purpose and conservation objectives for the proposed enhancement measures;
- details designs or product descriptions to achieve stated objectives;
- Locations of proposed enhancement measures by appropriate maps and plans (where relevant).
- Persons responsible for implementing the enhancement measures; and
- details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details shall be retained in that manner thereafter."

Reason: To enhance protected, Priority and threatened species in accordance with policy DP38 of the Mid Sussex District Plan and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended).

3. Prior to the commencement of any works associated with this permission, Biodiversity Net Gain Plan evidencing that a measurable biodiversity net gain can be achieved for the development, shall be submitted to and approved in writing by the local planning authority.

The content of the biodiversity Net Gain Plan should include the following;

- Purpose and conservation objectives for the proposed enhancement measures.
- The completed biodiversity metric calculation tool and condition assessments.
- The habitat maps for the pre and post development values.
- Details of the management and monitoring proposals to achieve condition targets.
- Details of any off-site provision to be secured by a planning condition.

The proposed enhancement measures shall be implemented in accordance with the approved details and shall be retained in that manner thereafter.

Reason: In order to demonstrate measurable biodiversity net gains and allow the LPA to discharge its duties under the NPPF and to accord with policy DP38 of the Mid Sussex District Plan.

4. Any works which will impact the breeding/resting place of Hazel Dormouse, shall not in any circumstances commence unless the local planning authority has been provided with either;

- a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorising the specified activity/development to go ahead; or
- a statement in writing from Natural England to the effect that it does not consider that the specified activity/development will require a licence.

Reason: To conserve protected species in accordance with policy DP38 of the Mid Sussex District Plan and to allow the LPA to discharge its duties under the Conservation of Habitats

and Species Regulations 2017 (as amended), the Wildlife and Countryside Act 1981 (as amended) and s17 Crime and Disorder Act 1998.

5. Prior to the construction of any new pathways within the site, details of their route, method of construction and materials shall be submitted to and approved in writing with the local planning authority.

The scheme will only be implemented in accordance with the approved details.

Reason: To conserve the character and appearance of the area and to ensure the use of permeable materials to accord with policies DP12, DP16 and DP42 of the Mid Sussex District Plan.

6. Prior to the erection of any fencing on site, the details and location of the fencing shall be submitted to and approved in writing with the local planning authority.

The scheme will only be implemented in accordance with the approved details.

Reason: To conserve the character and appearance of the area and to accord with policies DP12 and DP16 of the Mid Sussex District Plan.

7. Prior to the erection of any hide or viewing platform, details of design and appearance and the exact location, shall be submitted to and approved in writing with the local planning authority.

The scheme will only be implemented in accordance with the approved details.

Reason: To conserve the character and appearance of the area and to ensure the use of permeable materials to accord with policies DP12, DP16 and DP42 of the Mid Sussex District Plan.

8. 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.

Biodiversity Net Gain

1. This permission is considered to be one which **will require the approval of a biodiversity gain plan before development is begun** (which includes demolition) because none of the statutory exemptions or transitional arrangements are 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 assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

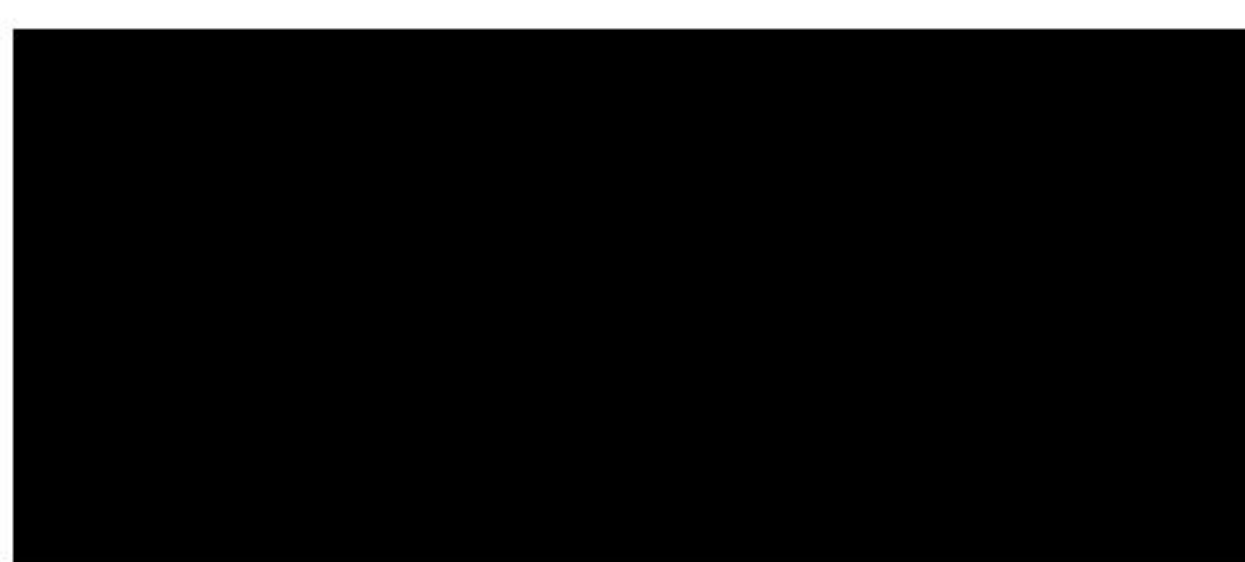
Human Rights Implications

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
Site Plan	21	P09	15.08.2025
Location Plan	31	P01	06.11.2023



Eric Owens
Interim Assistant Director Planning and Sustainable Economy

PEFULZ

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.