

DATED 18th February 2026

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

NICHOLAS CHARLES ASH AND KATHERINE JANE ASH (3)

AND

EQ CARE EAST GRINSTEAD LIMITED (4)

AND

IGLOO CARE LTD (5)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

relating to land at Highfields, West Hill, East Grinstead, West Sussex RH19 4EW

DM/24/3051

Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN 8400

HEREBY CERTIFY THAT I HAVE
EXAMINED THIS COPY WITH
THE ORIGINAL DOCUMENT
AND FOUND IT TO BE A TRUE
COPY THEREOF:

DATE: 19. 02. 26

OFFICIAL

CONTENTS

1. INTERPRETATION AND DEFINITIONS	3
2. LEGAL BASIS	11
3. CONDITIONALITY	12
4. COVENANTS TO THE DISTRICT COUNCIL	12
5. COVENANTS TO THE COUNTY COUNCIL	12
6. COVENANTS BY THE DISTRICT COUNCIL	12
7. COVENANTS BY THE COUNTY COUNCIL	13
8. DEVELOPER'S CONSENT	13
10. RELEASE	13
11. LOCAL LAND CHARGE	13
12. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS	13
13. INTEREST ON LATE PAYMENT	14
14. OWNERSHIP	14
15. NO FETTER OF DISCRETION	14
16. WAIVER	14
17. AGREEMENTS AND DECLARATIONS	15
18. NOTICES	16
19. THIRD PARTY RIGHTS	17
20. DISPUTES	17
21. DELIVERY	18
22. GOVERNING LAW	19
FIRST SCHEDULE	20
SECOND SCHEDULE	23
THIRD SCHEDULE	25
FOURTH SCHEDULE	26
FIFTH SCHEDULE	27
APPENDIX 1	29
APPENDIX 2	30
APPENDIX 3	31

THIS DEED is dated the 18th day of February 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, West Street, Chichester, West Sussex, PO19 1RQ ("**the County Council**")
- (3) **NICHOLAS CHARLES ASH and KATHERINE JANE ASH** of Highfields, West Hill, East Grinstead, West Sussex RH19 4EW ("**the Owner**")
- (4) **EQ CARE EAST GRINSTEAD LIMITED** (Company number 15967195) whose registered office is at 46 Curzon Street, London, England, W1J 7UH ("**the First Developer**")
- (5) **IGLOO CARE LTD** (Company number 13750321) whose registered office is at 5 Godalming Business Centre, Woolsack Way, Godalming, Surrey, GU7 1XW ("**the Second Developer**")

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute.
- (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 First Developer and the Second Developer made the Application to carry out the Development.
- (E) The District Council, having regard to the provisions of the District Plan including Policy DP20 (Securing Infrastructure), the Supplementary Planning Document, Schedule 7A of the Act and all other material considerations, has resolved that Planning Permission should be granted for the Development subject to the prior completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject.
- (H) 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.
- (I) The Owner, First Developer and Second Developer have agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing and agree that the tests

set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met.

- (J) 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 the Application.

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);

Additional Care Building means the building to be erected on the Land pursuant to the Planning Permission and falling within Use Class C2 of the Use Class Order;

Additional Care Unit means an individual unit of accommodation forming part of the Additional Care Building used for the provision of residential care within Use Class C2 of the Use Class Order and "**Additional Care Units**" shall be construed accordingly;

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

Application means the application for full planning permission for the Development which was validated by the District Council on 6 January 2025 and allocated reference DM/24/3051;

Basic Care Package means a package of care services to the Primary Residents of the Additional Care Units which shall include:

- a) a minimum of 4 hours of Personal Care a week to Primary Residents;
- b) 24 hour monitored emergency call system within each Additional Care Unit;
- c) security measures, including controlled access to common areas and private areas through the use of lock systems and/or entry phones or other similar measures, CCTV cameras to the main entrance and communal areas;
- d) regular cleaning and management of the communal areas; and
- e) periodic review of the Care Assessment.

Biodiversity Net Gain means a 10% net gain in biodiversity at the time when the Development on the Land is completed, as evidenced and calculated by the BNG Metric;

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;

BNG Certificate of Compliance means the certificate of compliance to be issued (or deemed to be issued) by the District Council confirming that the habitat enhancements set out in the BNG Plan and the HMMP on the On Site Biodiversity Areas have been completed to the District Council's reasonable satisfaction;

BNG Metric means the statutory metric published by 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 Monitoring Fee	means the sum of Thirteen Thousand Pounds (£13,000) to be paid to the District Council towards the costs of monitoring the BNG Plan and HMMP;
BNG Plan	means a plan to be submitted to and approved by the District Council pursuant to condition of the Planning Permission to satisfy the Development's Biodiversity Net Gain requirements pursuant to Schedule 7A of the Act which sets out the detail of how the Biodiversity Net Gain will be delivered, managed, maintained and monitored;
Care Agency	means a domiciliary care agency registered with the Care Quality Commission;
Care Assessment	means: a) a needs assessment in accordance with section 9 of the Care Act 2014 to be undertaken by an appropriately qualified assessor; or b) a needs assessment carried out by a Care Agency; to determine the level and type of Personal Care and support needed by each Primary Resident taking into account the individual's medical history, which shall include a review of any current medication/treatment and/or recommendations/advice from an individual's GP or consultant;
Care Home	means the care home to be erected on the Land pursuant to the Planning Permission and falling within Use Class C2 of the Use Class Order;
Care Plan	means the document prepared from time to time following a Care Assessment identifying the level and type of Personal Care needed by a Primary Resident
Care Quality Commission	means the independent regulator of health and social care in England or such other successor body to its functions;

Care Unit	means an individual unit of accommodation forming part of the Care Home used for the provision of residential care within Use Class C2 of the Use Class Order and " Care Units " shall be construed accordingly;
Commencement Date	means the date on which the Commencement of the Development begins;
Communal Facilities	means the community facilities to be provided within the Care Home as part of the Development (and made available to the occupiers of the Additional Care Units at their expense), including a salon, shop, activities rooms and gym which shall be subject in all cases to any conditions and/or restrictions that may be imposed or levied by the Owner or otherwise from time to time in relation to such facilities which may include hours of operation;
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 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 18;
County Council Contributions	means the Library Contribution and the Total Access Demand Contribution;
County Council Monitoring Fee	means the total sum of £810 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Deed	means this Deed;

Development	means the development of the Land by the <i>demolition of an existing dwelling and the erection of a care home (Class C2) and a separate building with additional care units (Class C2)</i> as set out in the Application and authorised by the Planning Permission;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 th March 2018;
First Occupation Date	means the date on which the Occupation of the Development begins;
First Occupation Notice	means a written notice served on the District Council and the County Council in accordance with clauses 4.2 and 5.2 confirming the First Occupation Date;
HMMP	means a habitat management and monitoring plan to be submitted to and approved by the District Council pursuant to condition of the Planning Permission setting out details of how the BNG Plan will be delivered, managed, maintained and monitored for at least a 30 year period;
Index Linked	means 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: $A = B \times \frac{C}{D} \text{ where } C/D \text{ is equal to or greater than } 1$ 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 preceding the date of consultation (31 January 2025) and Indexation shall be construed accordingly;

Land

means the land against which this Deed may be enforced known as land at Highfields, West Hill, East Grinstead, West Sussex RH19 4EW which is registered at HM Land Registry under title number WSX256746 and is shown for identification purposes only edged red on the Plan but which shall exclude the land which is registered at HM Land Registry under title number WSX276343;

**Library
Contribution**

means the financial contribution of Fifteen Thousand and Eight Hundred and Eighty Two pounds (£15,882) subject to adjustment in accordance with the provision of paragraph 2.1 of the THIRD SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at East Grinstead Library PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Occupation

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

**On Site Biodiversity
Areas**

means the areas 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;

Payment Notice means a payment notice in the form attached at APPENDIX 3;

Personal Care means the provision of care and support to a Primary Resident occupying an Additional Care Unit which will include but not be limited to the following services:

- a) assistance with personal hygiene including washing, shaving, toileting;
- b) assistance with dressing and undressing;
- c) assistance with getting in or out of bed;
- d) assistance with the planning and preparation of meals in order to support residents with cognitive impairment, impaired sight, and/or specific dietary requirements due to medical needs;
- e) assistance with feeding and drinking;
- f) assistance with the management and taking of prescribed medication;
- g) assistance with technology to facilitate internet shopping for home delivery and payment of bills, for residents with impaired mobility and/or impaired sight, and/or cognitive impairment;
- h) assistance with impaired sight or cognitive impairment with organising GP/hospital/consultancy visits for medical appointments including where appropriate accompanying such residents to such visits and the provision of emotional and psychological support and physical care following any hospital discharge;
- i) assistance with impaired mobility or impaired sight or cognitive impairment; to enable them to access all facilities within the Development; and
- j) assistance with general household chores including assistance with cleaning and laundry for residents with impaired mobility or impaired sight or cognitive ability;

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;
Primary Resident	means a person who is assessed as being in need of and receives a least 4 hours of Personal Care a week and who is aged 55 years or older on the date of first Occupation of an Additional Care Unit;
Qualifying Trigger	means any trigger contained within this Deed;
Scheme	means the A22 improvement scheme and/or traffic calming measures in the vicinity of West Hill, East Grinstead;
Supplementary Planning Document	means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted by the District Council on the 25 th July 2018;
Total Access Demand Contribution	means the financial contribution of Ninety Six Thousand Nine Hundred and Twenty Nine pounds (£96,929) subject to adjustment in accordance with the provision of paragraph 1.1 of the THIRD SCHEDULE and which is calculated which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme and is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional transport infrastructure required to accommodate the extra demands for transport services that would be generated by the Development and to be used towards the Scheme PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Total Access Demand Methodology means the methodology developed by the County Council and adopted by the District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development;

Use Class Order means the Town and Country Planning (Use Classes) Order 1987 (as amended);

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. References to the District Council, the County Council, the First Developer, the Second Developer 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, the First Developer and the Second

Developer 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:

- a) the provisions of clauses 4.1 and 5.1 (Commencement Notices) and clause 12.2 (District Council's Monitoring Fee) which are conditional upon the grant of Planning Permission;
- b) the provisions of clauses 4.2 (First Occupation Notice), 4.3 (Owner's covenants), 5.2 (First Occupation Notice), 5.3 (Owner's covenants), 6 (Covenants by the District Council), 7 (Covenants by the County Council) and 13 (Interest on late payment) which are conditional upon the grant of Planning Permission and the Commencement of the Development.

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 give the First Occupation Notice to the District Council not less than 10 Working Days before the First Occupation Date; and
- 4.3. to observe and perform the Owner's 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 give the First Occupation Notice to the County Council not less than 10 Working Days before the First Occupation Date; and
- 5.3. to observe and perform the Owner's 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 FOURTH 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 FIFTH SCHEDULE.

8. DEVELOPER'S CONSENT

Save for clauses 12.1 and 12.3, the First Developer and Second Developer shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the First Developer or the Second Developer 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.

9. FUTURE MORTGAGEES

The obligations in this Deed shall not be binding on or enforceable against a future mortgagee or chargee (including any receiver appointed by such mortgagee or chargee) or any successors in title or any person deriving title through such mortgagee or chargee unless and until such mortgagee or chargee (or successor in title or any person deriving title through such mortgagee or chargee) shall have taken possession of the Land or part thereof. Any future mortgagee or of the Land (or part thereof) shall in no circumstances be liable for any pre-existing breach and any future mortgagee or chargee of the Land (or part thereof) and shall have no liability after they have discharged the security or disposed of the Land which is subject to their security, whether by sale or otherwise.

10. RELEASE

- 10.1 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.
- 10.2. 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, tenant and/or occupier of any individual care home unit or additional care unit comprised in the Development.

11. LOCAL LAND CHARGE

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

12. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 12.1. The First Developer 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.

- 12.2. The Owner shall pay to the District Council the sum of £150 prior to the Commencement Date as a contribution towards the District Council's costs of monitoring the implementation of this Deed.
- 12.3. The First Developer shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.
- 12.4. The First Developer shall pay to the County Council the County Council Monitoring Fee on the completion of this Deed.

13. 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.

14. OWNERSHIP

- 14.1. The Owner warrants that no person other than the Owner, the First Developer and the Second Developer has any legal or equitable interest in the Land.
- 14.2. The Owner agrees to give the District Council and the County Council written notice within ten (10) Working Days of any change in the freehold 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.

15. 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.

16. 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.

17. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 17.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 17.2. 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;
- 17.3. 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;
- 17.4. 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;
- 17.5. if the Owner fails to give the notice required by clauses 4.1, 4.2, 5.1 and 5.2 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;
- 17.6. 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");
 - 17.6.1 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 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
 - 17.6.2 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
 - 17.6.3 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 []".

- 17.6.4 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.
- 17.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 17.8. 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.
- 17.9. The obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser, tenant or occupier (or their chargees or mortgagees) of the Care Units or the Additional Care Units and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.
- 17.10. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council and/or the County Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18. NOTICES

- 18.1 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.
- 18.2 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.

19. 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.

20. DISPUTES

- 20.1 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.
- 20.2 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:
- 20.2.1 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 ("an Expert");
- 20.2.2 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 ("an Expert") 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.

- 20.3 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 which of Clauses 20.2.1 or 20.2.2 hereto is applicable.
- 20.4 Except as aforesaid any expert appointed pursuant to Clauses 20.2.1 or 20.2.2 or any other person shall:
- (a) on their appointment serve written notice thereof on the parties in dispute;
 - (b) 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;
 - (c) 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;
 - (d) have an unfettered discretion to determine the reference to them;
 - (e) serve notice of their determination as soon as they have made it;
 - (f) give full and clear reasons for their decision;
 - (g) 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.
- 20.5 The provisions of this clause shall not affect the ability of the District Council and/or the County 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.

21. 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.

22. GOVERNING LAW

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

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

FIRST SCHEDULE
BIODIVERSITY NET GAIN COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

Part 1 - Biodiversity Net Gain (On site)

- 1** The Owner covenants with the District Council that (subject to approval of the BNG Plan and the HMMP pursuant to condition of the Planning Permission) the BNG Plan and the HMMP in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the requirements of the approved details or any variation agreed in writing between the Owner and the District Council from time to time.
- 2** The Owner shall maintain, manage and monitor the On Site Biodiversity Areas in accordance with the approved BNG Plan and the HMMP for a period of 30 years commencing from the date on which the BNG Certificate of Compliance has been issued or deemed to be issued in accordance with paragraphs 3, 4 and 5 of this Schedule (the **"Covenant Start Date"**)
- 3** Following the implementation and completion of the habitat enhancements set out in the BNG Plan for the On Site Biodiversity Areas, the Owner shall serve written notice on the District Council inviting it to inspect the On Site Biodiversity Areas and if reasonably satisfied the District Council shall issue the BNG Certificate of Compliance confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction.
- 4** If the District Council chooses to inspect the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the BNG Plan and HMMP:

 - (a) the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
 - (b) upon completion of any remedial works, the Owner shall serve written notice on the District Council inviting it to inspect the remedial works identified pursuant to this paragraph 4 and the District Council shall issue a BNG Certificate of Compliance if reasonably satisfied with the remedial works.
- 5** If the District Council fails to:

- (i) inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner pursuant to paragraph 3 above; or
- (ii) issue a BNG Certificate of Compliance within 20 (twenty) Working Days of the District Council's inspection where no remedial works have been identified pursuant to paragraph 4 above; or
- (iii) re-inspect the On Site Biodiversity Areas within 10 (ten) Working Days of the receipt of the written notice from the Owner confirming that the remedial works identified pursuant to paragraph 4(b) have been completed;

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 paragraphs 3 and 4 shall be repeated until such time as the Council issues a BNG Certificate of Compliance or a BNG Certificate of Compliance is deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine the dispute (including but not limited to whether a BNG Certificate of Compliance is deemed to have been issued).

- 6 The Owner shall serve written notice on the District Council inviting it to inspect the On Site Biodiversity Areas before submitting to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 2 above at the following intervals:
 - (a) two year anniversary of the Covenant Start Date;
 - (b) five year anniversary of the Covenant Start Date;
 - (c) ten year anniversary of the Covenant Start Date;
 - (d) fifteen year anniversary of the Covenant Start Date
 - (e) twenty year anniversary of the Covenant Start Date;
 - (f) twenty five year anniversary of the Covenant Start Date;
 - (g) thirty year anniversary of the Covenant Start Date
- 7 If any monitoring report submitted pursuant to paragraph 6 above identifies that remedial and/or corrective measures are required to any of the On Site 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.

- 8 The Owner may from time to time submit an updated BNG Plan and HMMP to the District Council for approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated BNG Plan or HMMP where it has not refused or approved the updated BNG Plan within 20 (twenty) Working Days after the date when it was received by the District Council.
- 9 To pay the District Council the BNG Monitoring Fee prior to the Commencement of the Development.

SECOND SCHEDULE
CARE HOME AND ADDITIONAL CARE UNIT COVENANTS BY THE OWNER TO THE
DISTRICT COUNCIL

The Owner covenants with the Council:

- 1 For the lifetime of the Development, the Care Home and the Additional Care Units shall not be used or Occupied other than for residential care purposes within Use Class C2 of the Use Classes Order.

Additional Care Units

- 2 Not to cause or allow an Additional Care Unit to be Occupied other than by a Primary Resident and a spouse or partner of that Primary Resident, irrespective of the age of such spouse or partner and/or whether or not such spouse or partner is in need of care. For the avoidance of doubt, in the event that a Primary Resident in Occupation of an Additional Care Unit dies or vacates such a unit, only the spouse or partner of that Primary Resident may remain within the Additional Care Unit.
- 3 Prior to the first Occupation of any Additional Care Unit, the Owner shall construct or procure the construction of the Communal Facilities in order to permit the Primary Residents (including spouses or partners of a those Primary Residents) and their guests, at the Primary Resident's expense, access to and use of the Communal Facilities throughout their Occupation of the Development subject in all cases to the Primary Resident paying to use the Communal Facilities and to any conditions and/or restrictions that may be imposed or levied by the Owner or otherwise from time to time in relation to the Communal Facilities which may include hours of operation.
- 4 Prior to the Occupation of an Additional Care Unit, a Care Assessment shall be undertaken for each Primary Resident in order to identify and agree to provide the level and type of Personal Care and other support or assistance they require to establish whether they meet the requisite need for Personal Care
- 5 Not to cause or allow an Additional Care Unit to be Occupied by a Primary Care Resident before a Care Plan has been agreed between the Owner and the Primary Resident.
- 6 The Owner shall keep a record of the Care Assessment and Care Plan for each Primary Resident, and such Care Assessment and Care Plan shall be reviewed and updated no less than on an annual basis, or if appropriate in the Owner reasonable opinion, more

frequently having regard to the health of the Primary Resident in order to determine the level and type of Personal Care and other support and assistance for each Primary Resident.

- 7 The Owner shall make available to the District Council for inspection on an annual basis anonymised records confirming:
 - a) the number of Primary Residents in Occupation; and
 - b) the date of the Care Assessment and Care Plan and any review thereof
- 8 The Owner shall procure that the Basic Care Package, informed by the Care Assessment and Care Plan (as reviewed) is purchased by each Primary Resident on an annual basis for the period of their Occupation of their Additional Care Unit.

THIRD 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 First Occupation Date the Total Access Demand Contribution Index Linked to be used towards the Scheme
 - 1.2. Not to cause or allow the First Occupation Date to occur until the Total Access Demand Contribution has been paid to the County Council.

- 2. Library Contribution**
 - 2.1. To pay to the County Council prior to the First Occupation Date the Library Contribution Index Linked such sum to be used towards additional facilities at East Grinstead Library.
 - 2.2. Not to cause or allow the First Occupation Date to occur until the Library Contribution has been paid to the County Council.

FOURTH SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1 Inspection of the On Site Biodiversity Areas

- 1.1 To inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice from the Owner pursuant to Paragraph 3 of the First Schedule;
- 1.2 To issue a BNG Certificate of Compliance to the Owner within 20 (twenty) Days of the inspection under Paragraph 1.1 of this Schedule if the On Site Biodiversity Areas have been completed to the reasonable satisfaction of the District Council; or
- 1.3 If the District Council identifies any necessary remedial works that are reasonably and properly required to the On Site Biodiversity Areas to implement those elements of the BNG Plan and HMMP, then the Council shall notify the Owner in writing within 20 (twenty) Working Days setting out those remedial works;
- 1.4 Where paragraph 1.3 of this Schedule applies, to re-inspect the On Site Biodiversity Areas on receipt of the notice from the Owner pursuant to Paragraph 4(b) of the First Schedule and to issue the BNG Certificate of Compliance to the Owner within 10 (ten) working days of the inspection of the On Site Biodiversity Areas.

2 BNG Plan

Not to unreasonably withhold or delay giving its written approval to any revised or replacement BNG Plan or HMMP submitted by the Owner to the District Council (and in any event to refuse or approve such revised or replacement BNG Plan or HMMP within 20 (twenty) Working Days of receipt of the revised or replacement BNG Plan) under paragraph 7 of the First Schedule of this Deed.

3 BNG Monitoring Fee

To use the BNG Monitoring Fee towards the costs of monitoring the BNG Plan and HMMP and not for any other purpose.

4 Right of Access

To give not less than 10 Working Days written notice to the Owner of its intention to access the On Site Biodiversity Areas for the purposes of inspection under the First Schedule of this Deed.

FIFTH 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 the 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 the Scheme and any necessary advertisements.

2. Library Contribution

To expend the Library Contribution together with any interest accruing thereon only on additional facilities at East Grinstead 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.

3. Expenditure

- 3.1. If or to the extent the Total Access Demand 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 upon written request on such date 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 ten (10) 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.

- 3.2. If at the date referred to in paragraph 3.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1.1 and 2 of this FIFTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand 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 3.1 hereof.

APPENDIX 1
DRAFT PLANNING PERMISSION

Igloo Care Ltd (Developer) And EQ Care East Grinstead Ltd (O
Westbourne Planning Ltd
The Bloomsbury Building
10 New Oxford Street
London
WC1A 2SL

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

PERMISSION

REFERENCE: DM/24/3051

DESCRIPTION: DEMOLITION OF EXISTING DWELLING AND THE ERECTION OF
A CARE HOME (CLASS C2) AND A SEPARATE BUILDING WITH
ADDITIONAL CARE UNITS (CLASS C2).

LOCATION: HIGHFIELDS, WEST HILL, EAST GRINSTEAD, WEST SUSSEX

DECISION DATE:

CASE OFFICER: JOANNE FISHER - JOANNE.FISHER@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.

Approved Plans

2. 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.

Pre commencement

3. Prior to the commencement of the development, a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,
- o the anticipated number, frequency and types of vehicles used during construction,
 - o the details of any retention and surfacing of the temporary access road,
 - o the method of access and routing of vehicles during construction,
 - o the parking of vehicles by site operatives and visitors,
 - o the loading and unloading of plant, materials and waste,
 - o the storage of plant and materials used in construction of the development,
 - o the erection and maintenance of security hoarding,
 - o the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
 - o details of public engagement both prior to and during construction works,
 - o details of measures to control noise or vibration affecting nearby residents; artificial illumination,
 - o dust control measures,
 - o measures to deal with surface water run-off from the site during construction,
 - o pollution incident control and site contact details in case of complaints.

Reason: In the interests of highway safety and the amenities of the area and to accord with Policies DP21 and DP26 of the Mid Sussex District Plan 2014 - 2031.

4. Prior to the commencement of any part of the development, a Construction Environmental Management Plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the local planning authority, in line with the Relevant Method Statements and Working Practices (Leigh Ecology Ltd, June 2025) and the Badger Activity and Mitigation Proposals (Leigh Ecology Ltd, June 2025).

The CEMP (Biodiversity) shall include the following:

- Risk assessment of potentially damaging construction activities.
- Identification of "biodiversity protection zones".
- Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- The location and timing of sensitive works to avoid harm to biodiversity features.
- The times during construction when specialist ecologists need to be present on site to oversee works.
- Responsible persons and lines of communication.
- The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details.

Reason: To conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

5. Other than works to construct the new vehicular access from West Hill, no other part of the development shall commence until such time as the new vehicular access serving the development from West Hill has been constructed in accordance with the approved plans, including the agreed bank works to achieve the required visibility splays. This also includes signage and some physical feature on the existing access road to restrict vehicular access to the development, so there is no intensification of the existing substandard access.

Reason: In the interests of road safety and to accord with Policies DP21 and DP26 of the Mid Sussex District Plan 2014 - 2031.

6. Prior to the commencement of development, construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted and agreed in writing by the Local Planning Authority. The scheme shall then be constructed as per the agreed drawings, method statement, FRA and Drawings and remain in perpetuity for the lifetime of the development unless agreed in writing by the Local Planning Authority. No alteration to the agreed drainage scheme shall occur without prior written approval from the Local Planning Authority.

Reason: To ensure that the development achieves a high standard of sustainability and to comply with NPPF and to accord with Policy DP38 of the Mid Sussex District Plan 2014 - 2031.

7. Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site, including the identification and removal of asbestos containing materials, shall each be submitted to and approved, in writing, by the Local Planning Authority:

a) A site investigation, based on the phase 1 geo-environmental assessment report undertaken by Brownfield Solutions Ltd, dated December 2024, ref: NA/C5969/13737, to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;

and, unless otherwise agreed in writing by the LPA,

b) Based on the site investigation results and the detailed risk assessment (a) an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to accord with Policy DP1 of the Mid Sussex District Plan 2014 - 2031.

8. Prior to the laying of any foundations to development, details showing the proposed location of one fire hydrant or stored water supply (in accordance with the West Sussex Fire and Rescue Guidance Notes) shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service.

Reason: In the interests of amenity and in accordance with Policy DP20 Mid Sussex District Plan 2014 - 2031 and the Fire and Rescue Service Act 2004.

9. Prior to the commencement of any works, detailed plans showing the retaining walls to the front entrance including the materials to be used in its construction shall be submitted to and approved in writing to the Local Planning Authority. The works shall be carried out in accordance with the approved details thereafter.

Reason: To protect the character of the area and to accord with Policy DP26 of the Mid Sussex District Plan and Policy EG3 of the Neighbourhood Plan.

10. No development above ground slab level shall be carried out unless and until samples of materials and finishes to be used for external walls and roofs of the proposed extensions have been submitted to and approved by the Local Planning Authority. The works shall be carried out in accordance with the approved details.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality and to accord with Policy DP26 of the Mid Sussex District Plan 2014 - 2031 and Policy EG5 of the Neighbourhood Plan.

11. Prior to any works above slab level, a Biodiversity Enhancement Strategy for protected, Priority and threatened species, prepared by a suitably qualified ecologist, 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;
- detailed 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 and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended) and to accord with Policy DP38 of the Mid Sussex District Plan 2014 - 2031.

12. No development above ground slab level shall take place until there has been submitted to, and approved in writing by, the Local Planning Authority full details of a hard and soft landscaping scheme and these works shall be carried out as approved. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed by the Local Planning Authority. Any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of visual amenity and of the environment of the development and to accord with Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

13. No development above ground slab level shall be carried out until details of proposed screen walls/fences and/or hedges including those serving the terrace and balcony areas have been submitted to and approved by the Local Planning Authority and no dwellings

shall be occupied until such screen walls/fences or hedges associated with them have been erected or planted.

Reason: In order to protect the appearance of the area and to accord with and Policy DP26 of the Mid Sussex District Plan 2014 - 2031 and Policy EG3 of the Neighbourhood Plan.

14. No development shall be carried out above ground slab level unless and until there has been submitted to and approved in writing by the Local Planning Authority full details of the PV scheme. The scheme to be implemented as approved.

Reason: In order to protect the appearance of the area and to accord with and Policy DP26 of the Mid Sussex District Plan 2014 - 2031 and Policy EG3 of the Neighbourhood Plan.

Construction Phase

15. Works of construction, including the use of plant and machinery, necessary for implementation of this consent shall be limited to the following times:

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

Reason: To protect the amenity of local residents and to accord with Policy DP29 of the Mid Sussex District Plan 2014 - 2031.

16. Deliveries or collection of plant, equipment, or materials for use during the construction phases shall be limited to the following times:

Monday to Friday: 08:00 - 18:00 hrs
Saturday: 09:00 - 13:00 hrs
Sunday & Public/Bank holidays: None permitted.

Reason: To protect the amenity of local residents and to accord with Policy DP29 of the Mid Sussex District Plan 2014 - 2031.

17. If during construction, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing by the LPA), shall be carried out until a method statement identifying, assessing the risk and proposing remediation measures, together with a programme, shall be submitted to and approved in writing by the LPA. The remediation measures shall be carried out as approved and in accordance with the approved programme. If no unexpected contamination is encountered during development works, on completion of works and prior to occupation a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the Local Planning Authority.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to accord with Policy DP1 of the Mid Sussex District Plan 2014 - 2031.

18. The works shall be carried out in accordance with the Tree Survey Preliminary Arboricultural Impact Assessment and Method Statement (Rev 02) dated 20th October 2025.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area and to accord with Policy DP37 of the Mid Sussex District Plan 2014 - 2031.

19. The works shall be carried out in accordance with the details set out in the Sustainability Statement (version 1.0 dated 5th December 2024).

Reason: To achieve a high quality and sustainable development and to accord with sustainability policies set out in policies DP21 and DP39 of the Mid Sussex District Plan and the requirements of the NPPF.

Pre-occupation conditions

20. The development hereby approved shall not be first occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

- I. a timetable for its implementation,
- II. details of SuDS features and connecting drainage structures and maintenance requirement for each aspect
- III. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF and Policy DP41 of the Mid Sussex District Plan 2014-2031.

21. Upon completion of the surface water drainage system, including any SuDS features, and prior to the first occupation of the development; a survey and report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 1. Where necessary, details of corrective works to be carried out along with a timetable for their completion, shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the flood risk is adequately addressed, not increased and users remain safe for the lifetime of the development in accordance with NPPF and Policy DP41 of the Mid Sussex District Plan 2014-2031.

22. Prior to occupation, a "lighting design strategy for biodiversity" in accordance with Guidance Note 08/23 (Institute of Lighting Professionals) shall be submitted to and approved in writing by the local planning authority. The strategy shall:

- identify those areas/features on site that are particularly sensitive bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
- show how and where external lighting will be installed (through provision of appropriate technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the Local Planning Authority.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended) and to accord with Policy DP38 of the Mid Sussex District Plan 2014 - 2031.

23. No part of the development shall be first occupied until the vehicle parking and turning spaces have been constructed in accordance with the approved plan. These spaces shall thereafter be retained for their designated use.

Reason: To provide adequate on-site car parking and turning space for the development and to accord with Policy DP21 of the Mid Sussex District Plan 2014-2031.

24. No part of the development shall be first occupied until such time as a Travel Plan Statement has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan Statement shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport and to accord with Policy DP221 of the Mid Sussex District Plan 2014-2031.

25. No part of the development shall be first occupied until covered and secure cycle parking spaces serving the development have been provided in accordance with the approved plans.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

26. Prior to the opening of any residential part of the development hereby permitted, the details of a scheme of mitigation measures to improve air quality relating to the development shall be submitted and approved in writing by the Local Planning Authority. The scheme be in accordance with, and to a value derived in accordance with, the Air quality and emissions mitigation guidance for Sussex which is current at the time of the application. All works which form part of the approved scheme shall be completed before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details.

Reason: To protect the amenity of neighbouring residents and to accord with Policy DP29 of Mid Sussex District Plan.

27. The development hereby permitted shall not be occupied/brought into use until there has been submitted to and approved in writing by the Local Planning Authority a verification plan by a competent person showing that the remediation scheme required and approved has been implemented fully and in accordance with the approved details (unless varied with the written agreement of the LPA in advance of implementation). Any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action shall be identified within the report, and thereafter maintained.

Reason: To ensure that the risks from land contamination to the future users of the land are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to accord with Policy DP1 of the Mid Sussex District Plan 2014 - 2031.

28. Prior to the first occupation of the new build Care Home, the developer will at their own expense install the fire hydrant in the approved location to BS 750 standards or stored water supply and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of firefighting.

Prior to the first occupation of the new build Care Home, they will notify the West Sussex County Council's Fire and Rescue Service that the fire hydrant(s) have been installed and are operational, to ensure that the Fire and Rescue Service are aware that the hydrant(s) is now a usable asset in the event of a fire.

The fire hydrant shall thereafter be maintained as part of the development by the water undertaker at the expense of the Fire and Rescue Service if adopted as part of the public mains supply (Fire Services Act 2004) or by the owner / occupier if the installation is retained as a private network.

Reason: In the interests of amenity and in accordance with Policy DP20 Mid Sussex District Plan 2014 - 2031 and the Fire & Rescue Service Act 2004.

Post occupation / management conditions

29. There shall be no deliveries or collections of commercial goods or waste outside the following hours:

Mon to Fri 07:00 to 21:00 hours

Sat 08:00 to 18:00 hours

Sun and Public Holidays: none permitted.

Reasons: To protect the amenity of neighbouring residents and to accord with Policy DP29 of Mid Sussex District Plan.

30. Unless otherwise agreed in writing, noise associated with fixed plant and machinery located at the development shall be controlled such that the noise Rating Level shall not exceed the background noise level LA90, (T) at any premises used for residential purposes surrounding the site, when assessed in accordance with BS 4142:2014+A1(2019).

Reason: To protect the amenity of neighbouring residents and to accord with Policy DP29 of Mid Sussex District Plan.

31. In respect of condition 12, it is expected that suitable additional tree planting also be provided along the south-eastern boundary with Dexter Drive.

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. 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.
2. The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.
3. 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.
4. The applicant is advised that the erection of temporary directional signage should be agreed with the Local Traffic Engineer prior to any signage being installed. The applicant should be aware that a charge will be applied for this service
5. In relation to the drainage conditions, at discharge of condition stage we will need to see details as to how maintenance will be managed within the final storage tank design, including the interconnecting pipes currently proposed. Consideration will need to be given to silt management to ensure the system is resilient to build up and can easily be maintained in general (as there is only access to one chamber in this type of design). We recommend consulting the CIRIA SuDS manual for further guidance on requirements.
6. In order to protect and safeguard the existing water supply apparatus, Southern Water requests formal notification of any proposed demolition works prior to such works being undertaken.
For further advice, please contact Southern Water, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX (Tel: 0330 303 0119)

Website: southernwater.co.uk or by email at:
SouthernWaterPlanning@southernwater.co.uk

7. Southern Water requires a formal application for a connection to the public sewer to be made by the applicant or developer.
To make an application visit Southern Water's Get Connected service:
<https://developerservices.southernwater.co.uk> and please read our New Connections Charging Arrangements documents which are available on our website via the following link:
<https://www.southernwater.co.uk/developing-building/connection-charging-arrangements>
8. In relation to condition 26, order to ensure approval, we strongly recommend that the above scheme is agreed in advance with the Council's Air Quality Officer.
9. 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.
10. 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.
11. 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.
12. In respect of condition 12, it is expected that suitable additional tree planting also be provided along the south-eastern boundary with Dexter Drive.

Human Rights Implications

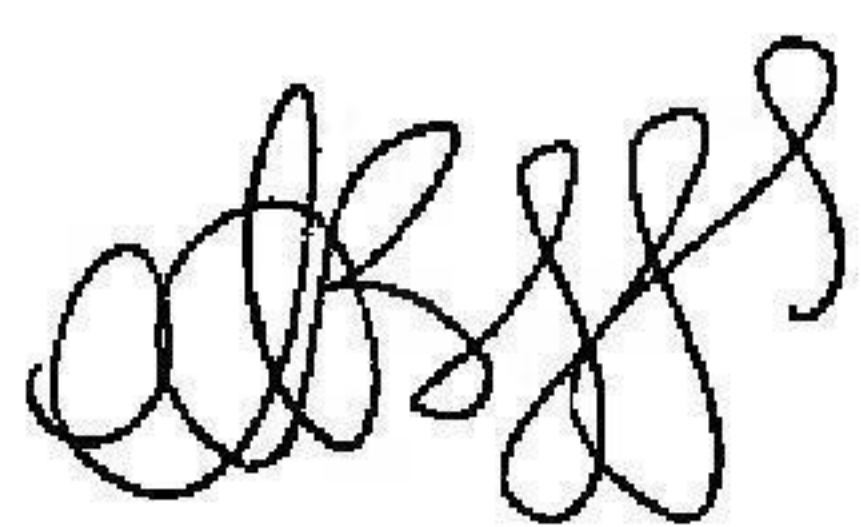
The planning application has been considered in light of statute and case law and any interference with an individual's human rights is considered to be proportionate to the aims sought to be realised.

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
Location Plan	AP24022-D00		13.12.2024
Site Plan	AP24022-D01	J	07.08.2025
Proposed Floor Plans	AP24022-D02	E	07.08.2025
Proposed Elevations	AP24022-D03	A	13.12.2024
Proposed Floor and Elevations Plan	AP24022-D05		13.12.2024
Access Plan	C24195-ATP-DR-TP-001	P04	30.06.2025
Other	11089-802	P1	30.06.2025

DRAFT



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

Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).

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

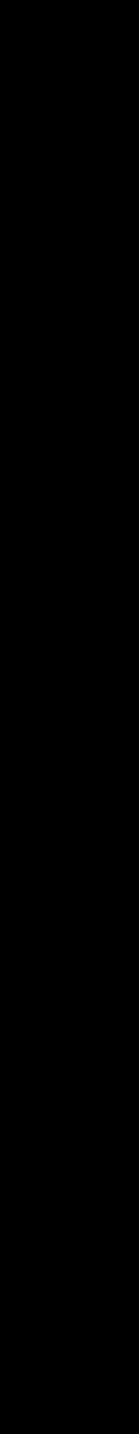
If either the Local Planning Authority or Secretary of States refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by 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

100

33912



OS Map
scale 1:1250

N

Inset map showing the location of the site within a larger area.

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:

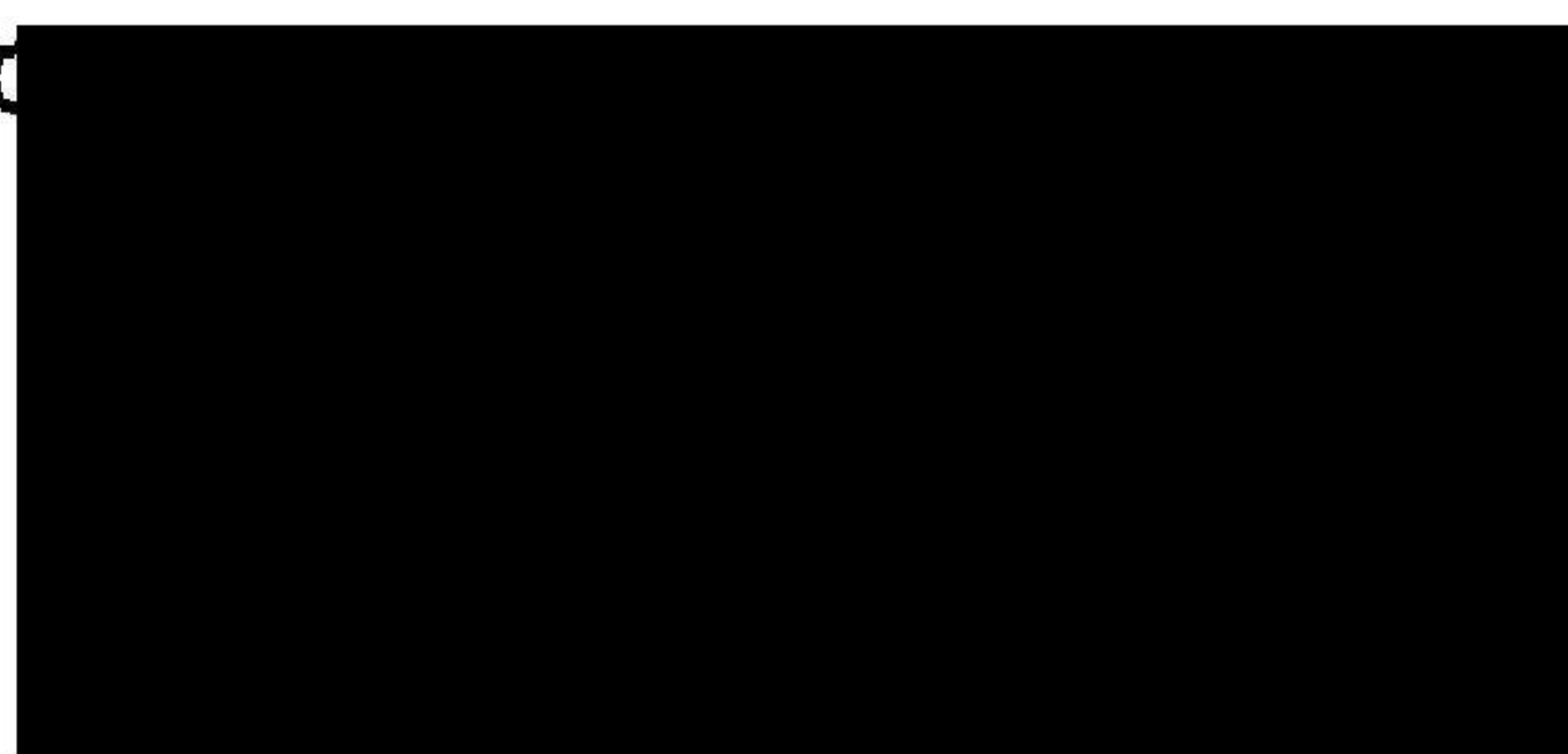
Planning application reference number:

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:	

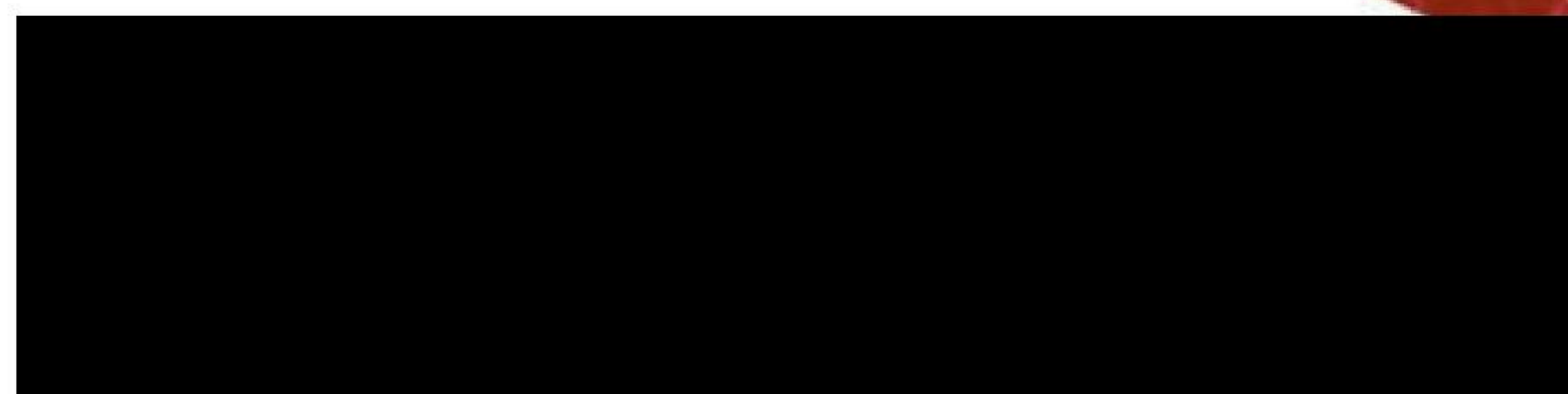
Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-

Authorised Officer

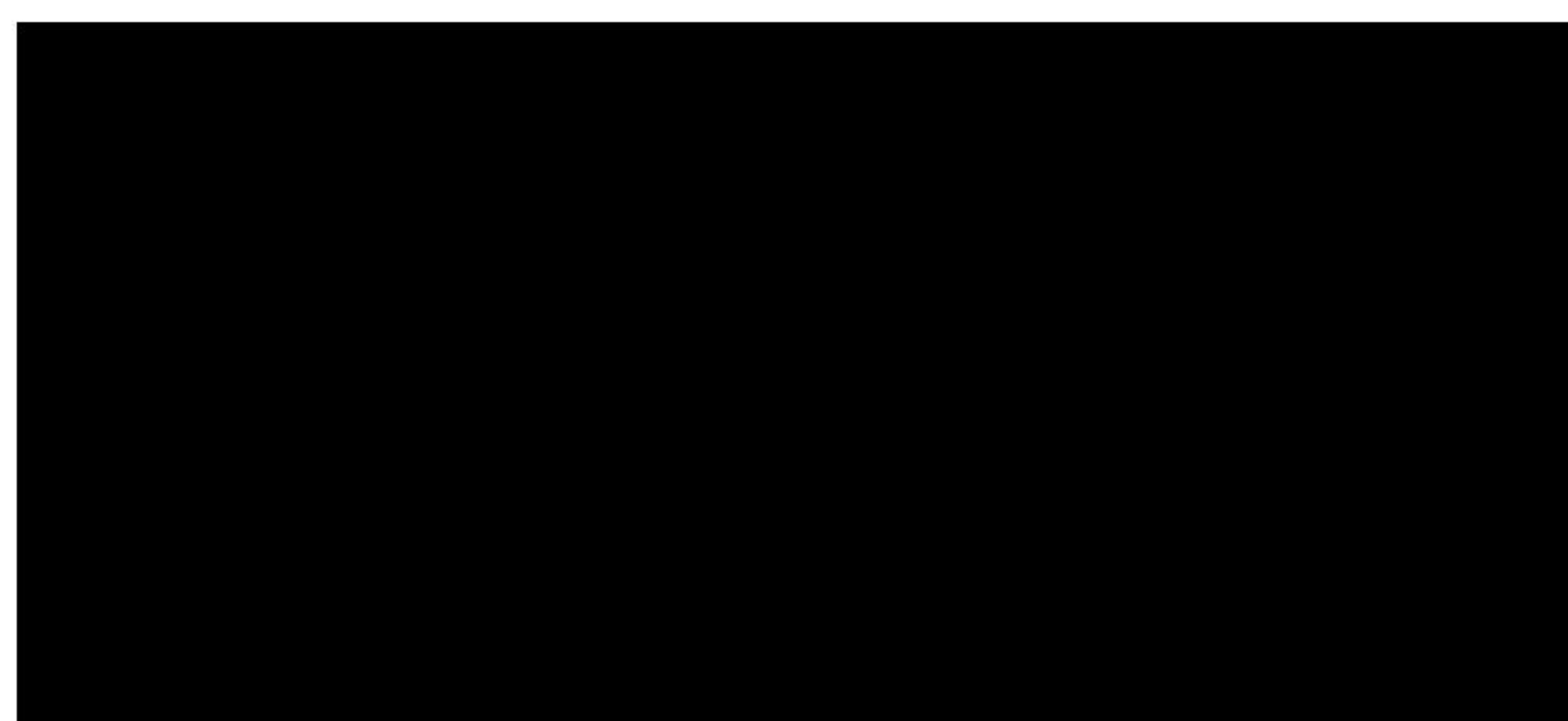


Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-

Authorised Officer



Executed as a Deed by
KATHERINE JANE ASH
in the presence of:-



Signature of witness

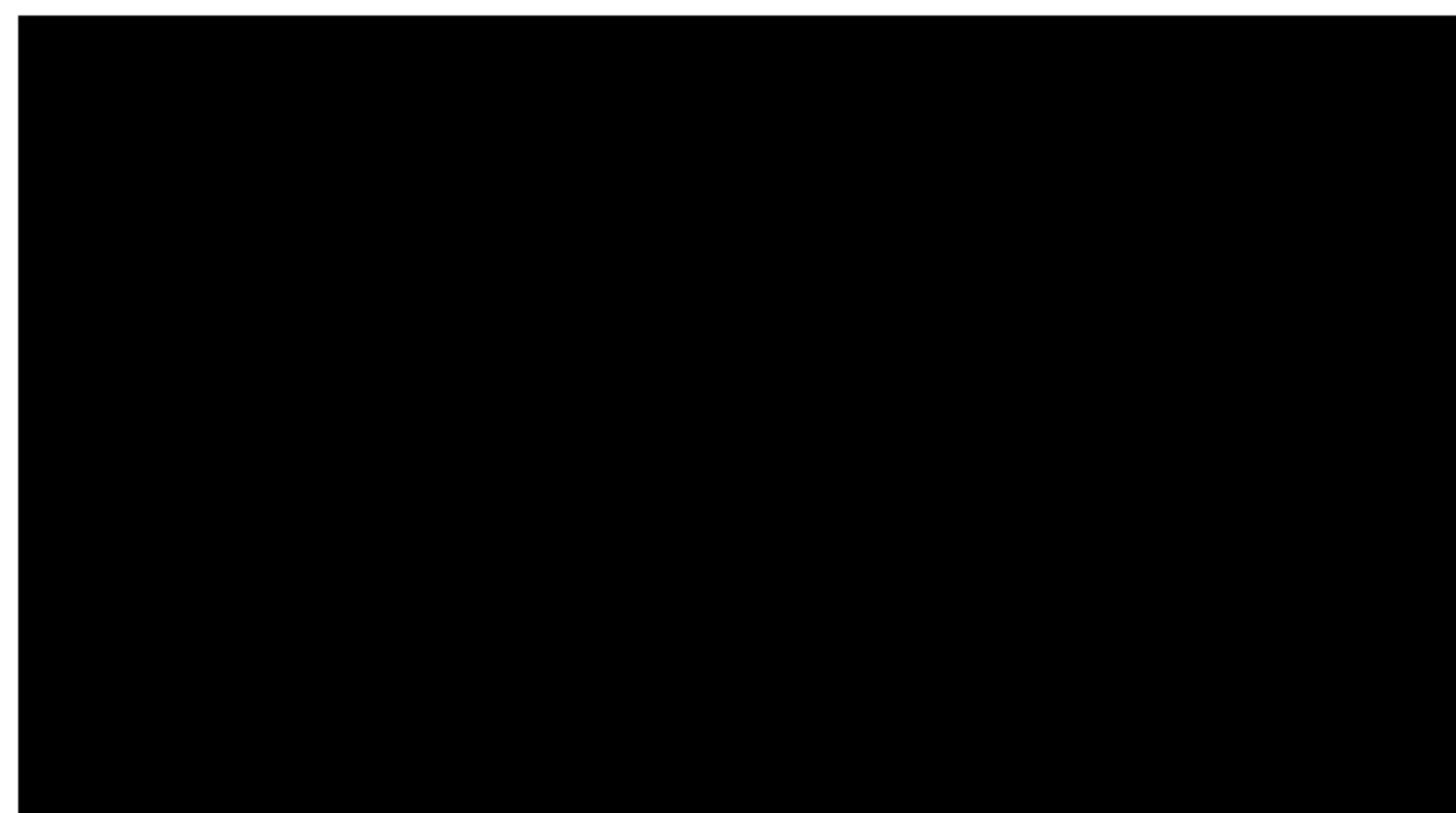
Name (in BLOCK CAPITALS)

Address

Occupation

ANNABEL TITMUS S.
36 THE BROMWAY
SSI 3HT
EXEC ASSISTANT

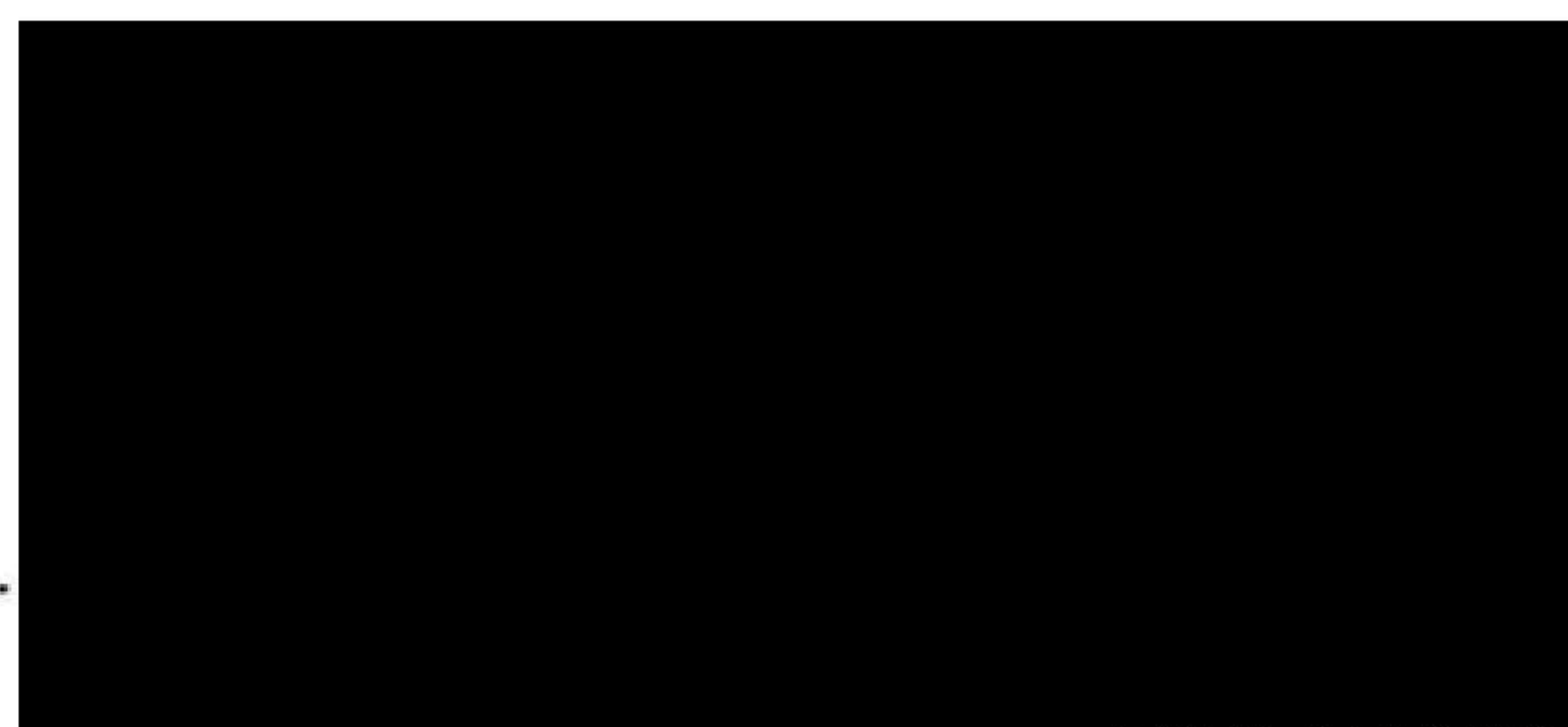
Executed as a Deed by
NICHOLAS CHARLES ASH
in the presence of:-



Signature of witness
Name (in BLOCK CAPITALS)
Address
Occupation

.....
MARIE HILL
.....
1 Thistledown
.....
Hindhead, Surrey GU26 6UF
.....
CLAIMS MANAGER
.....

Executed as a Deed by
EQ CARE EAST GRINSTEAD LIMITED
acting by



a director in the presence of:

Signature of witness
Name (in BLOCK CAPITALS)
Address
Occupation



.....
ROSANNA PRITCHARD-GORDON
.....
46 CURZON ST
.....
LONDON W1T 7UH
.....
OPERATIONS EXECUTIVE
.....

Executed as a Deed by

IGLOO CARE LTD

acting by

OR

a director in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

.....
RICHARD BLAKS
.....
35 LANGLEY AVENUE
.....
SURREY
.....
LAWYER
.....