

From: Rachel Richardson
Sent: 01 July 2025 12:36:46 UTC+01:00
To: "chris.m@whitehallhomes.co.uk" <chris.m@whitehallhomes.co.uk>; "douglas@wasarchitects.co.uk" <douglas@wasarchitects.co.uk>
Cc: "'Pierre Lederer'" <pierre@whitehallhomes.co.uk>; "Andrew Clarke" <Andrew.Clarke@midsussex.gov.uk>; "Anna Kramarczyk" <Anna.Kramarczyk@midsussex.gov.uk>
Subject: RE: East Court House - Discharge of planning conditions No: 3, 4, 5, 6, 7, 8, 9,10 and 11 relating to planning application DM/24/1340

Dear Chris,

Thank you for your email and attached letter.

I would recommend that you withdraw this deemed discharge notice, which is unnecessary given that the application is making progress.

The drainage related condition no. 5 in relation to flood risk is also exempt from deemed consent provisions as set out in article 30 and schedule 6 of the DMPO. The drainage engineers have also asked for further information which I forwarded to Douglas today.

The latest position in terms of the other conditions is set out below:

Condition 3 – External materials (awaiting urban design comments)
Condition 4 – Landscaping (amended plan submitted on 27th June and awaiting Tree Officer comments)
Condition 6 – CMP (more information has been requested)
Condition 7 – CEMP (ready for discharge)
Condition 8 – Land stability (seeking advice)
Condition 9 – CEMP: Biodiversity (awaiting ecology comments)
Condition 10 – Ecological Appraisal (awaiting ecology comments)
Condition 11 – Biodiversity Enhancement Layout (awaiting ecology comments)

Also, the date for the deemed consent to take effect is either the 8 week determination date which is 16th July, or 14 days after the notice is received. I received your notice yesterday, but notice can only be served 6 weeks from the date the application is received/validated (21.05.2025), which would be either 14th or 17th July. You have said 30th July. We are still a couple of weeks from the determination deadline and if you do not withdraw this notice I will be forced to refuse those conditions if they are not in a position to be satisfactorily discharged. If it gets to that stage, the more sensible alternative, would be to agree to an extension of time to determine the application. However, it is usual practice to agree this with the agent, Douglas, who submitted the application.

I look forward to hearing from you.

Regards,

Rachel.

Rachel Richardson Bsc (Hons) DIP TP MRTPI

Senior Planning Officer

Development Management

www.midsussex.gov.uk

01444 477 224

Please note I work part-time (usually over Monday to Thursday) and from home Monday to Wednesday.

From: Chris Mian <chris.m@whitehallhomes.co.uk>

Sent: 30 June 2025 16:41

To: Rachel Richardson <Rachel.Richardson@midsussex.gov.uk>

Cc: 'Pierre Lederer' <pierre@whitehallhomes.co.uk>

Subject: East Court House - Discharge of planning conditions No: 3, 4, 5, 6, 7, 8, 9,10 and 11 relating to planning application DM/24/1340

Importance: High

Hi Rachel,

I trust you are well.

Pursuant to Article 27 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, please find attached a notice of our intentions to rely on the deemed discharge provisions for the conditions set out in the letter.

I would be grateful for confirmation of receipt of this email.

Many thanks

Kind regards

Chris Mian MRTPI

Land Director

Land and Planning Department

Whitehall Homes LLP

t. 01342 314915 (ext 2001 or option 5 for Land and Planning)

m. 07498 574135

e. chris.m@whitehallhomes.co.uk

w. www.whitehallhomes.co.uk



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