Construction of a New Football 3G Artificial Turf Pitch (3G ATP) with Fencing, Floodlighting, Associated Hard and Soft Landscaping Works, SuDS and Infrastructure

The Ghyll, Pevensey Road, Southwater RH13 9XZ

Planning Appeal - Final Comments

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SQUIRES PLANNING

Document Information

About

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1. Introduction

1.1. This statement is submitted on behalf of Mr Andy New, Southwater Ghyll CIO (the Appellant) by Squires Planning in support of an appeal against the refusal of planning application ref: DC/24/1997 by Horsham District Council (HDC), on 21st July 2025, for the construction of a new 3G artificial turf pitch with fencing, floodlighting, landscaping, SuDs and associated infrastructure at The Ghyll, Pevensey Road, Southwater (the Appeal site).

1.2. The statement provides the appellants final comments following receipt of the Local Planning Authority's Statement of Case and accompanying Appendices.

1.3. These final comments address matters and issues raised by the LPA Statement of Case. They do not provide or include any new evidence, but rather refer to the statement and evidence submitted by the LPA.

1.4. For convenience the final comments are provided with reference to the applicable paragraph of the LPA Statement of Case.

2. Final Comments

HDC paragraph 4.6

2.1. The LPA's argued case that Policy 32 of the HDPF is applicable is fundamentally wrong. The supporting text to Policy 32, provided by paragraph 9.36 of the HDPF, says that the purpose of Policy 32 is *"to ensure that development in the district promotes a high standard urban design, architecture and landscaping"*.

2.2. Policy 32 in itself, provides criteria that development is expected to satisfy. The five criteria relate to physical design considerations applicable to the proposed development site. None of the criteria relate to impact on amenity or similar considerations in relation to neighbouring sites. There is no reasonable reading, or interpretation of Policy 32, that can lead to a conclusion that Policy 32 can and should apply to any and all considerations of a proposal's potential amenity or environmental impact on a neighbouring or nearby site.

HDC paragraph 4.9

2.3. The published Minutes to the HDC Planning Committee do not record the committee's consideration of the benefits of the proposal, including the proposal's compliance with policy. The minutes of the meeting therefore do not evidence that the members carried out a *"thorough"* assessment and the balancing of impacts and benefits.

HDC Paragraph 4.11

2.4. The inference of HDC paragraph 4.11 is that the appellant's Noise Impact Assessment (NIA) submitted at the planning application stage, does not address the potential for *"intermittent noise"* such as ball strikes, whistles and shouting. This is incorrect. The NIA specifically includes consideration of *"transient noise levels"*, including at Chapter 10 of the NIA.

2.5. It remains the case, that no evidence contrary to the appellant's NIA has been provided by the LPA, either to the HDC Planning Committee's consideration of the proposal, or by the LPA at this appeal.

HDC paragraph 4.12

2.6. HDC paragraph 4.12 refers to *"light"* as a component of the adverse impact the LPA considers will result from the proposal.

2.7. The reason for refusal, does not refer 'light' in any context, and neither is there any reference to light within the Minutes to the HDC Planning Committee. Nor is 'light' referred anywhere else within the LPA's Statement of Case (excluding suggested Conditions 8, 10, 24 which anticipate the submission and approval of a lighting scheme).

2.8. Simply, there is no record of light associated with the proposal being in any way an element of the 'disturbance' referred to by the reason for refusal, and no evidence provided by the LPA, including any consideration by the HDC Planning Committee, to conclude that 'light impact' is a relevant and applicable consideration for this appeal.

2.9. The LPA's reference to light, within its statement of case, implies the LPA is now advocating that 'light' associated with the proposal is a component of the 'disturbance' referred to by the reason for refusal. If so, then this is a new argument being made by the LPA at this stage of the appeal process and one we consider should be added to the consideration of costs.

HDC paragraph 4.13

2.10. In respect of the officer recommended conditions and the licence afforded the HDC Planning Committee to change the conditions, the Minutes to the HDC Planning Committee records that Committee Members chose not to consider the potential to impose appropriate conditions, but rather to dismiss the consideration of conditions on the grounds that time limits for use *"may be problematic once the facility has been built"*; and that conditions to restrict use *"could have an impact on the financial viability of the pitch and limit the facility's benefit to the wider area"*.

2.11. Accordingly, and contrary to the case presented by the LPA at HDC paragraph 4.13, the HDC Planning Committee did not express a view about whether conditions would be sufficient or otherwise to address impacts.

HDC Paragraph 4.18 & 4.19

2.12. Collectively, HDC paragraphs 4.18 and 4.19, illustrate that the LPA's argued case at this appeal relies on Policies SNP7.2 and SNP7.3. Both of those policies are explicitly absent from the reason for refusal.

HDC paragraph 4.22

2.13. Part 3 of the IDP relates to infrastructure anticipated to be needed over the HDPF plan period. A 3G pitch at The Ghyll is not included within Part 3 of the IDP because it is recognised as a commitment and therefore included within Part 2 of the IDP.

HDC paragraph 4.25

2.14. The HDC Open Space, Sports and Recreation Review 2021 (OSSRR), provided at HDC Statement of Case Appendix 5, expressly states at numerous points within the document (for example, paragraph 10 & paragraph 33) that for the purposes of the OSSRR, the Parks and Gardens typology applied throughout the OSSRR includes sports pitches, which includes *"artificial pitches with a clear community use (i.e. floodlit, available for use in evenings and weekends)"* (see paragraph 41 of the OSSRR).

2.15. The existing deficit of provision for 'Parks and Gardens' within Southwater, shown at Table 9.3.2 of the OSSRR, is recorded as *-1.6 ha*. This is a lower deficit than the *-1.81ha* deficit set out in the HDC Leisure & Culture comments referred to by the HDC Statement of Case and provided in full at HDC Statement of Case Appendix 4.

2.16. Irrespective of this 0.2ha disparity between the measures of deficit, given the methodology applied by the OSSRR includes both grass pitches and artificial pitches (providing the artificial pitch provides a '*clear community use',* which the appeal proposal will) it is clear that the net loss of 'Parks and Garden' open space resulting from the proposal will be very minor and considerably short of the 0.78ha loss referred to by the HDC Leisure & Culture comments (HDC Appendix 5). The net loss will relate solely to the footprint of the new access infrastructure serving the proposed new 3G pitch.

HDC Paragraph 5.6

2.17. The Unilateral Undertaking, provided at the appellant's Statement of Case Appendix A, secures both the requisite on-site and off-site BNG.

2.18. The off-site BNG is to be secured via a 'cascade mechanism' applying an order of priority, in line with the regulatory expectations for off-site BNG.

2.19. It has been necessary to secure the BNG via a Unilateral Undertaking due to HDC's decision to decline entering into a bilateral S106 agreement, despite several months of negotiation with the appellant.

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