



DELEGATED APPLICATIONS - ASSESSMENT SHEET

APPLICATION NO./ADDRESS:

S106/25/0015

Henfield Business Park, Shoreham Road, Henfield, West Sussex,

DESCRIPTION:

Variation of s106 legal agreements (allied to planning permission HF/15/90 and HF/32/98) in relation to planning obligations for the areas identified as the green land in a s106 agreement dated 21 January 1992 and the yellow land in a s106 agreement dated 16 February 2000 (as amended in a S106 agreement dated 10th of March 2017 (allied to planning permission DC/16/2919)).

RELEVANT PLANNING HISTORY:

HF/32/98	Erection of b1 & b8 units and associated parking and turning	Application 21.02.2000	Permitted	on
HF/15/90	Use of land for industrial estate, including relocation of r vinall (henfield) ltd builders yard & milcot industrial estate Site: Field Off A/2037 Henfield	Application 03.02.1992	Permitted	on
HF/9/90	Demolition of existing industrial buildings and erection of 3 new houses (outline)	Application 06.03.1992	Permitted	on

DETAILED DESCRIPTION AND CONTEXT:

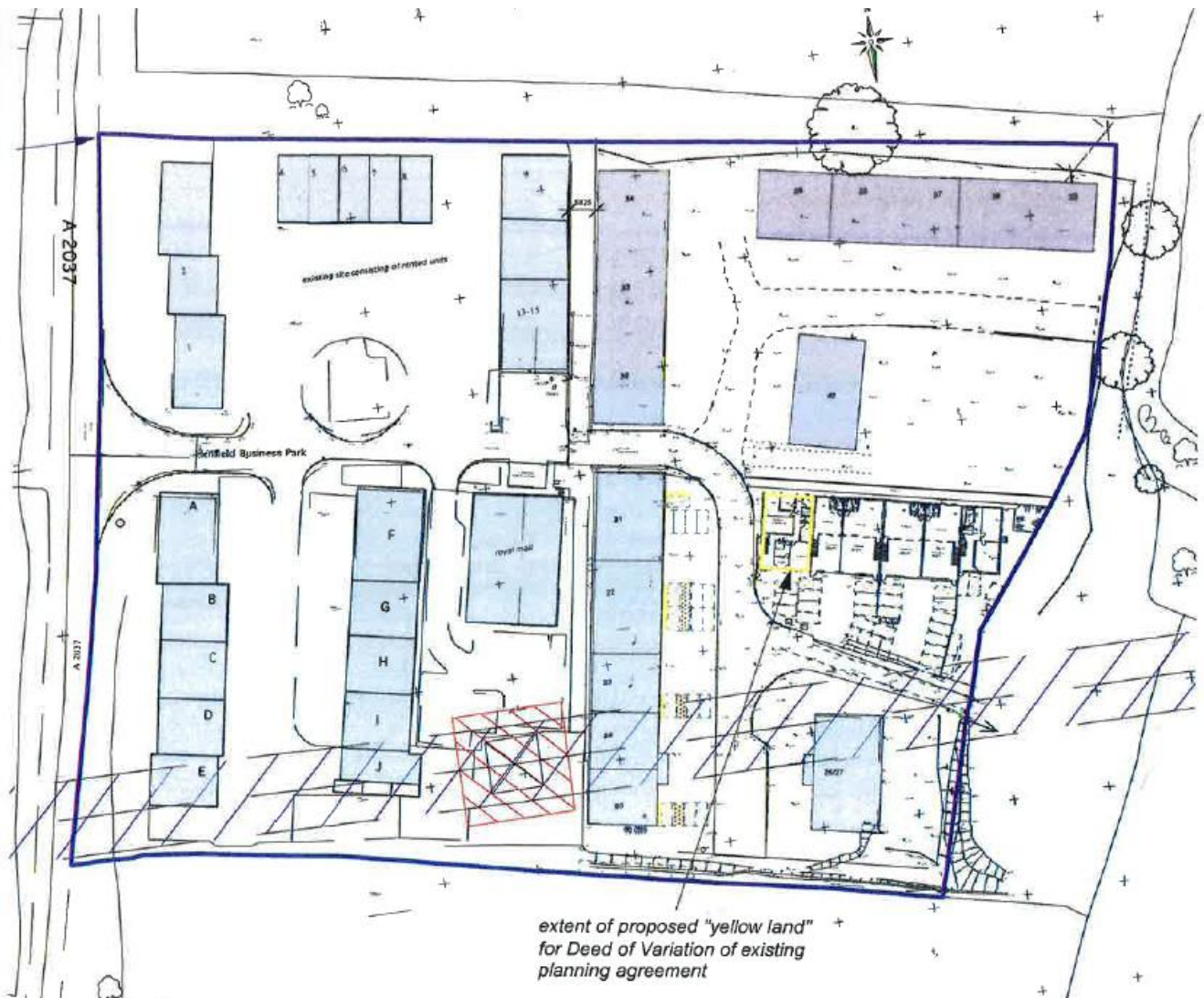
This application is made pursuant to S.106a of the Town and Country Planning Act 1990 and seeks the discharge of planning obligations relating to the Yellow Land within the legal agreement HF/32/98 and Green Land within HF/15/90. The S106 agreement for application HF/32/98 refers to the 1992 agreement dated 21st of January 1992 which itself refers to both applications HF/15/90 and HF/9/90. In regards to the Yellow Land obligations under the 1992 agreement are superseded by HF/32/98.

The planning permission provided by ref: HF/32/98 granted permission for the erection of B1 and B8 units alongside the associated parking and turning for the southern part of what is now known as Henfield Business Park. The planning permission provided by ref: HF/15/90 granted permission for the use of the land as an industrial estate and the relocation of R Vinal (Henfield) ltd building yard and Milcot Industrial Estate.

Both S106's secure obligations across a number of different areas within the site and these are coded by colour in each agreement. For the purposes of this report the Yellow Land and Green Land are relevant.

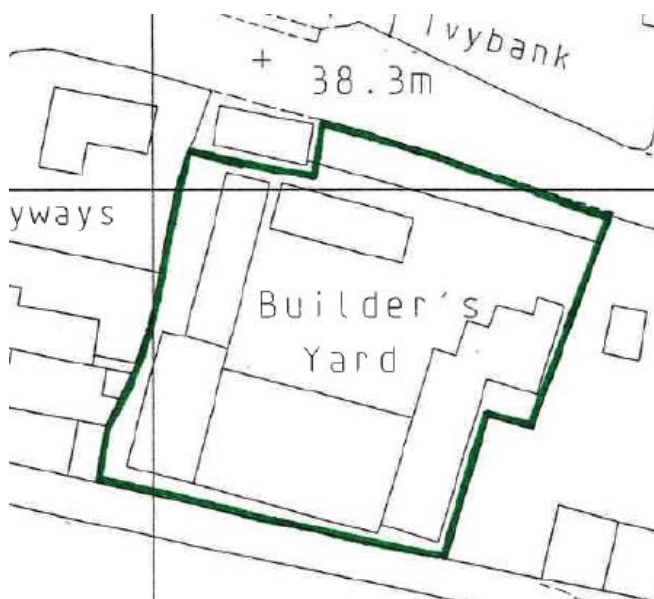
Yellow Land

The proposal seeks to discharge the planning obligations for part the area known as the 'Yellow Land', as redefined within the legal obligation for DC/16/2919. The legal agreement for DC/16/2919 identifies the 'Yellow Land' as '*land edged in yellow on Drawing Reference 0913.23/05 Dated December 2016*' (see plan extract below).



Green Land

The proposal seeks to discharge the planning obligations for part the area known as the 'Green Land', as defined within the legal obligation for HF/15/90. The 'Green Land' as defined within HF/15/90 is shown below:



The green land proposed to be discharged of its obligations under this application is shown below:



PLANNING ASSESSMENT

S.106a(1) of the Act establishes that:-

- (1) a planning obligation may not be modified or discharged except-
 - a. by agreement between the authority by whom the obligation is enforceable, the appropriate authority (see subsection 11) and the person or persons against whom the obligation is enforceable; or
 - b. in accordance with
 - i. this section and S106B, or
 - ii. sections 106BA and 106BC

S.106(3) provides that:-

- (3) A person against whom a planning obligation is enforceable may, at any time after the expiry of the relevant period, apply to the local planning authority by whom the obligation is enforceable, the appropriate authority, for the obligation-
 - a. To have effect subject to such modifications as may be specified in the application; or
 - b. To be discharged

S.106(6) provides that:-

- (6) Where an application is made to an authority under subsection (3), the authority may determine-
 - a. that the planning obligation shall continue to have effect without modification;
 - b. if the obligation no longer serves a useful purpose, that it shall be discharged; or

- c. *if the obligation continues to serve a useful purpose, but would serve that purpose equally well if it had effect subject to the modifications specified in the application, that it shall have effect subject to those modifications.*

The Structure/Scope of Existing Obligations:

Yellow Land:

The existing S.106 agreement sets out the occupation of Area A, which includes the yellow land and is identified within Plan 1 of the legal agreement for HF/32/98. Paragraph 5.1 to 5.6 set out the obligations expectations for the first 5 years and 5.7-5.10 the first 13 years, from the commencement of development. The obligations within Part 5 relate to restrictions as to parties of which leases and the purchase of land should be offered to, advertisement and definitions of who would qualify for such a purchase or lease. Assuming a latest possible commencement date of 21/02/2005 the obligations would have ended on the 21/02/2010 (5 years) and 21/02/2019 (13 years). Furthermore, Google Earth images show works to have at minimum substantially taken place at the site as of December 2001.

Part 5 relates specifically to the Yellow Land, restricting the land to occupation of R Vinall (Builders) Limited (Co. Registration Number 2798279) only for 18 years following the date of commencement. Assuming a latest possible commencement date of 21/02/2005 the obligation would have ended on the 21/02/2023. Furthermore, Google Earth images show works to have at minimum substantially taken place at the site as of December 2001.

Obligations relating to the Yellow Land are all time restricted obligations, of which the date has now been exceeded by a number of years. The obligations therefore are no longer deemed capable of being enforced by the LPA and are not considered to serve a useful planning purpose.

Obligations in respect of the issue, offer and cost of leases, therefore, are no longer deemed capable of being enforced by the LPA. The obligations contained at Part 4 of the agreement, therefore, no longer serve a useful planning purpose.

Green Land:

Part 6 of the agreement relates to the 'builders yard' now known as Vinnalls Business Centre. Paragraph 6.1.1.1 of the agreement requires that (following a period of three years after the commencement of the agreement) the green land be used for no purposes other than as a funeral directors business or for residential purposes. Paragraph 6.1.2 and 6.1.3.1 of Part 6, similarly, require the retention and renewal of the existing lease held between Mabel Gander and Parties 1 and 2 for use as a funeral directors. Paragraph 6.1.1.2, however, requires that the green land only be used for residential purposes in the event the funeral directors business relocates to Area A of the red land.

Part 6 of the agreement, appears to include somewhat contradictory obligations at paragraphs 6.1.1.1, 6.1.1.2 and 6.1.3.2, with the former provisions requiring that the green land be used only for residential or funeral director purposes as relevant, with the latter obliging that the applicant only use "best endeavours" to ensure that the green land be used for no other purposes after 28th February 2005. The obligation at paragraph 6.1.3.2, could be read in a manner which does not expressly prohibit alternative uses of land.

The applicant has not provided a full history of the funeral directors business, inclusive of dates and locations of operation. It is not known whether the funeral directors business relocated at any point to Area A of the red land. At present, however, it does not appear that the funeral directors business is in operation from either the green land or the red land.

At present Vinnalls Business Centre remains in use for commercial purposes and appears to be well occupied. Policy 9 to the Horsham District Planning Framework (2015) and Policy 3.2 to the Henfield Neighbourhood Plan (2021) both seek to preserve viable and appropriate employment facilities for employment uses in accordance with the aspiration to support business growth and productivity contained at Paragraph 85 of the Framework. The condition of the existing Business Centre site, therefore, would appear to reflect the objectives of local/national employment related policy.

There is no specific development plan and/or national policy which seeks to provide/preserve funeral director businesses specifically. National and local policies do seek to cater for housing need, though, any judgement as to the respective harm/merits of a prospective redevelopment of the Business Centre for non-commercial purposes is capable of being made within the scope of a potential application for planning permission within the context of a holistic planning balance which takes account of a full range of respective benefits/harms associated with such a prospective redevelopment.

The site falls within the Henfield Conservation Area (Article 2(3) land), such that there is no risk that existing facilities could be lost to alternative purposes pursuant to Class ZA of Part 20 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

Given the limited nature of obligations contained at Part 6 to the agreement, therefore, it is the view of officers that these no longer continue to serve a useful planning purpose.

Overall, it is concluded that the nature of the obligations fail to continue to serve a useful planning purposed in accordance with S.106(6)(b), therefore it is considered that these obligations can be discharged.

Recommendation: Application Permitted

POSITIVE AND PROACTIVE STATEMENT

Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received, in order to be able to, where possible, grant permission.

DELEGATED

Case Officer sign/initial Alice Johnson Date: 23/06/2026

Authorising Officer sign/initial Adrian Smith Date: 23/06/2026