

**Church Commissioners**  
**Mission, Pastoral and Church Property Committee**  
**Mission and Pastoral Measure 2011**  
**Closed Church Building of Rumboldswyke St Mary**  
**(Diocese of Chichester)**

**Note by Rex Andrew**

**Case summary**

<p>The draft Pastoral (Church Buildings Disposal) Scheme provides for altering the use of the closed church building of Rumboldswyke St Mary and its annexed land from 'office use' to 'office and/or residential use'.</p>	
<p>Details about the building</p>	<p>The nave and chancel of this Grade II* listed building date from the 11<sup>th</sup> century. The Statutory Advisory Committee says that as the principle of conversion to an alternative use had been established in 2002-3, it concludes that its use as a single dwelling is appropriate and the conversion is also suitable in nature and intensity for the building, representing an enhancement to the existing in some respects.</p>
<p>Number of representations or comments received</p>	<p>The draft Scheme attracted <b>ten representations against</b> and six letters of comment.</p>
<p>Diocesan rationale in brief</p>	<p>Now known as "The Old Church", the former church building, together with part of its churchyard, has been leased since 2003 to an architectural practice as their offices. However, as a result of recent changes to the company's working practices, they have agreed with the diocese to assign their leasehold interest to an individual who proposes to convert the building to residential use as a single dwelling.</p>
<p>Main themes in the representations and any unusual factors</p>	<p>There is strong opposition from many, including the PCC, to the proposed extension of the use of this iconic landmark to include residential use as it would have a detrimental impact on the use of the adjoining church land which includes a churchyard still in use, a nursery and a scout hut. There is also concern over increased vehicular access being required. Many say there is a need for a community space in the area and this building would provide a flexible</p>

	space for a multitude of uses with many asking that the matter be put on hold to allow for other options, many of which would further the mission of the local Church, to be explored.
Sifting decision	The case has been examined by the Committee's sifting panel on 1 February who determined that it should be decided by the papers alone.
Possible decisions	(a) To allow the scheme to proceed as drafted; (b) To decide that the scheme should not be made; or (c) To refer the matter back to the DBF to explore the possibility of a community use to the building in consultation with the tenants.
Technical/legal issues to be considered	The terms of the current lease (for 125 years commencing in 2003) mean that the DBF, as the lessor, has a legal duty not to unreasonably withhold consent to an assignment by the tenant. The DBF has given its consent to the assignment of the lease for 'office and/or residential use' subject to an amending scheme being made by the Commissioners. The DBF is not in a position to implement any of the other uses raised in the representations, unless requested by the current tenant under the terms of the existing lease. The current use already includes a large area of churchyard to the south of the former St Mary's church, which some of the representors seem to have mistakenly misunderstood to have not formed part of 2000 Scheme's provisions. The access into the churchyard is unaffected as that is through land along the northern elevation of the church which is not included in the lease.

Attached are:

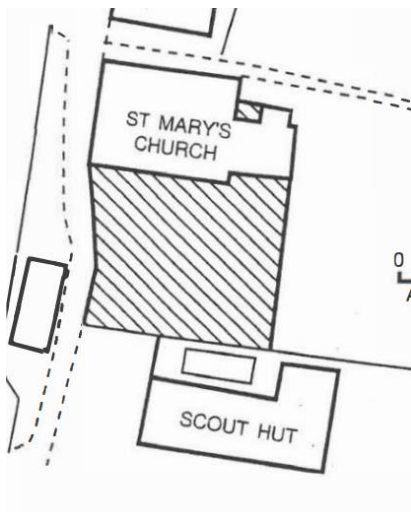
- Annex A: A copy of the draft Scheme and plan;
- Annex B: A copy of the letter referring the representations to the Bishop together with a copy of his reply;
- Annex C: Report from the Council for the Care of Churches (predecessor to the CBC);
- Annex D: Copy of the 2000 Scheme and 2003 lease;
- Annex E: Planning permission for residential use;
- Annex F: Listed Buildings Consent for change of use;
- Annex G: S106 agreement;

- Annex R: A copy of the representations;
- Annex S: A copy of the letter referring the supplementary representations to the Bishop together with a copy of his reply.

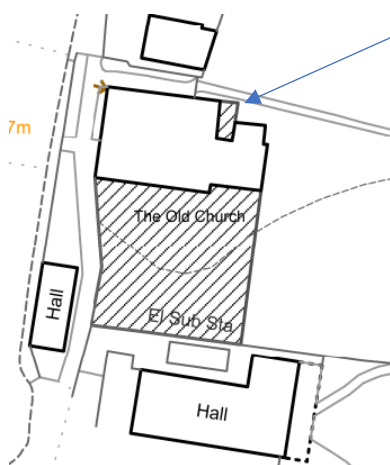
**Introduction**

The Committee is invited to consider the **ten representations against** and six letters of comment received in connection with the draft scheme providing for the use of the closed church building of Rumboldswyke St Mary and its annexed land to be amended from 'office use' to 'office and/or residential use' (and for purposes ancillary thereto) and for the inclusion of an \*additional area of land.

\* The additional area of churchyard has been included in the proposed amending Scheme to regularise what has been occurring in practice following its inadvertent inclusion in the registered title of the current occupier's lease of 2003.



The above snip is from the plan accompanying the 2000 Scheme whereas the one below is from the 2003 lease which has an additional area inadvertently included:



## **Background**

1. The church of St Mary, Rumboldswyke was declared closed for regular public worship by a Scheme made under the Pastoral Measure 1983 which took effect on 19 July 1994. It had not been used for worship for many years and had been a chapel-of-ease to the parish church of St George. By the same Scheme the diocese of Chichester was empowered to lease the building for use as a museum and workshop and for storage purposes. It was proposed to lease the building as a museum for toys, but this was never completed. By a further Scheme which took effect on 1 July 2000, the Diocese was empowered to lease the building and part of the churchyard for office use.
2. Now known as “The Old Church”, the property has since been leased to an architectural practice as their offices. However, as a result of recent changes to the company’s working practices, they have agreed with the Chichester DBF to assign their leasehold interest to an individual who proposes to convert the building to residential use as a single dwelling.
3. The benefice is a single parish one, with the St George’s church being the parish church. The benefice’s incumbent, the Reverend Doctor Angus Reid, has been in post since 2021. The Bishop of Chichester is the sole patron of the benefice.

## **Summary of the representations against the draft Scheme**

4. The representors strongly oppose the proposed extension of the use of this iconic landmark to include residential use. Their general feeling is that such a lovely building with a history and spirituality going back nearly a thousand years should continue to be enjoyed by all.
5. They say there is a need for a community space in the area and this building would provide a flexible space for a multitude of uses, including as an art studio, musical, theatrical and school events. The nearby area on the Whyke Estate is deprived and urgently needs more youth space and a space for older people to get together; this need will be increased when there is further development on the existing Police Field site.
6. In particular, the shared view of the Whyke PCC and the Friends of St Mary’s Churchyard (“the Friends”) is that the building could be put to a much more beneficial use for the whole community within the local area and beyond. Such an approach would support the other much needed and valued work that the parish church of St George already provides and would enable many to reconnect to the Christian faith.
7. They believe it could provide a spiritual focus for the area rooted in the history, memory and ecological significance of the site and give details of the uses which

they envisage. They say they fully understand the hard work and financial requirements which would be needed to give effect to this proposal but say it would enable finding a sustainable long-term use for this very special building, possibly the oldest in Chichester.

8. The representors also say that use of the site as a family home or, worse, for short-term lettings, would have a detrimental impact on the use of the adjoining church land which includes a nursery and a scout hut and the remaining part of the churchyard. They point out that St Mary's burial ground is still used for burials and religious services; it is highly respected by local residents as a place for prayer, reflection and restoration primarily but also a green space for wildlife and preservation.
9. They explain that the Friends play a very active and much needed volunteer role in taking care of the churchyard, including the area annexed to the former church as part of the current letting which they say was neglected by the occupiers. The Friends have turned the churchyard into a beautiful haven for wildlife as well as a popular place for local people to walk and relax in. The Friends initiative could be more sustainable if they had access to toilets and a kitchen to support the volunteers.
10. Some say that an additional residence in the area would not make any real difference to addressing the housing needs of the area, but making the building available to the community would positively affect many people's lives in the local and wider area.
11. Some are concerned that a residential property will want vehicular access and parking for cars. The former church building is next door to a busy nursery where parking is extremely limited, near the scout hut and at a narrow part of the B2145 in front of a busy junction serving the high school and police station; Whyke Road is extremely busy with two bus routes and heavy traffic to the industrial estate on Quarry Lane.
12. They say the previous uses of storage, museum/educational facility, workshop or office remain the appropriate ones with less conflict between their purposes and the nature of the burial ground and less impact on local roads.
13. Many request that the matter be put on hold for some time to explore other options which could benefit the wider community and help the local Church to promote its mission. The PCC and Friends would welcome the opportunity to explore this further and present a well-developed case following formal consultation with the local community, potential user groups, and stakeholders, should the Church authorities be in favour of such a proposal.
14. The representors say that decisions here took place during Covid when few people were really looking at community spaces. They cite Graylingwell Chapel as an example of what can be done when old buildings are renovated and opened up to the community.

15. The PCC and Friends add that should the scheme be approved, both would want to give their blessing and well-wishes to the new occupant, with whom they would very much wish to work together with to care for this sacred space for the benefit of the multitude of wildlife, and together with the local community who love and care for this place, including their loved ones and ancestors who are interred there and delicate ecosystem of local wildlife.
16. However, they note that the portion of the churchyard annexed to the former church, containing many of the oldest headstones, would essentially become the garden for the residents and expect that at some stage the residents would want to fence this area off, to move the headstones, to improve access and extend use of the garden, and to add garden furniture and additional external lighting. This would violate the integrity of what is the oldest burial ground in Chichester still open for burials, and should lighting be changed or increased, would negatively impact on an important foraging area for bats (surveyed by a bat ecologist). They also say that the existing property lease has not included any restrictions on the use of the land.
17. Accordingly, were the Scheme to be approved, they ask that the DBF includes restrictive covenants saying that the land in question may not be fenced off from the rest of the churchyard, that the headstones may not be moved, that garden furniture may not be added, and that external lighting be maintained as it is currently. They also ask that restrictions be placed on the occupiers not to use the former church building for holiday letting, again to protect the integrity and historic visual character of the space which forms an intrinsic part of the consecrated churchyard, as well as a rich

## Comments

18. Chichester District Council says it has no objection to the proposals and it has already approved the planning application and listed building consent for change of use from office to residential and associated internal alterations.
19. The Commonwealth War Graves Commission says that there are six war graves located in the wider churchyard but, as these are not in the annexed land included in the lease, do not wish to make any representations against it.
20. Historic England asks that if there are material changes to the current proposals which would affect the historical environment then it wishes to be notified.
21. Other points raised by those commenting include:
  - a request for more time to be given to enable the local community to come up with a proposal to make the Church into a Records Office cum bookshop, holding records for not just the church and the burial ground, but also the City of Chichester;

- the suggestion that within the lease there is a covenant that stipulates £2,000 per annum, index linked, be paid to the Friends towards the upkeep of the burial ground;
- If the proposed Scheme is approved by the Commissioners that were any developer to take on the former church building for development purposes, then appropriate Section 106 requirements be implemented;
- parking concerns with any residential use and the difficulty to control this should the premises be let out to Air-B&B or similar short-term tenants;
- concern about the fate of the several wall monuments that adorn the Church, including what would happen to an altar table and a fine pulpit which belong to Saint George's church; and
- who will pay for the upkeep of the several trees on the site?

### **Summary of the Bishop's views**

22. The Bishop explains that the former church building of St Mary's was disposed of via a 125-year lease which commenced in July 2003 under the terms of which the DBF can only consider alternative uses put forward by the tenant. Therefore, the Diocese is not able to implement any of the uses suggested by the representors, as worthy as they may be.
23. The tenant has put forward a proposal to assign the lease for residential use which the DBF, in its capacity as the landlord, and in accordance with the terms of the lease does not think it can reasonably withhold consent to. The Bishop also corrects a point raised in the representations in that the diocese is not pursuing a sale, but simply reacting to the tenant's request to change the permitted use of this lease. The marketing referred to was undertaken in February 2021 by the lessee, and not by the Diocese.
24. In August 2021 the lessee reported that of the offers made, only one of the viewings was for commercial use, with all the others for residential. Until the publication of the draft Scheme there had been no known interest in the use of the building for community use, so that option was not on the table.
25. The role of the Diocese here is limited to agreeing the assignment of the lease "acting reasonably" and it is therefore not in a position to defer the assignment still further for a use which has been implemented in a number of closed churches across the Diocese or the Church of England and which has been granted the necessary consents by the local planning authority.
26. Regarding the concerns raised in relation to car parking and increased vehicular traffic he says that these matters were considered by the LPA, whose Committee report stated "*no vehicular access is proposed for the site and no on-site parking provision is proposed. West Sussex County Council Highways has been consulted on the application and has advised that they do not anticipate the lack of on-site car*

*parking provision to be detrimental to highway safety. The site is located within walking distance of Chichester City centre and cycle parking provision could be secured via condition, to promote sustainable forms of transport".* Such a condition has been imposed in the planning consent. The building has been in use as an office for over 20 years and the Bishop is not aware of any issues relating to car parking.

27. He says that part of the churchyard representors express concern over is already leased to the current tenant, but the Friends would not be prevented from continuing to maintain the rest of the historic churchyard. Aside from a small area of the churchyard to the south of the building already included in the lease, the remainder of the churchyard will be unaffected by this proposal and there will be no impact on its use by local residents. The access arrangements into the retained churchyard are also unaffected. The local planning authority consulted the usual statutory consultees on the environment and approved the applications.
28. The area of land included in the lease does contain historic graves and tombstones, but there is no covenant regarding access, and it is not proposed to include that for the new use. The lease contains covenants preventing, without consent, the construction of new structures on the property or excavations for the installation of new service media. The change of use in the lease will be implemented through an Agreement and this can make additional provision to ensure protection of the graves in connection with the residential use. This area is not currently separated off by fencing or hedging, but the DBF would see a strong argument for that and would not oppose such a request.
29. The DBF would not propose to include further limitations on the residential use of the property given that its modest size coupled with the conditions imposed by the listed building consent limit the conversion to a single dwelling. Holiday letting is available in closed churches elsewhere so need not pose an issue here.
30. As sregard the contents of the former church building the Bishop says that they had already been dealt with by his predecessor who directed that all the tombstones, monuments and memorials remain in situ, and he would do likewise were the amending Scheme to be made.
31. Most of the ecclesiastical furnishings were dispersed in connection with the earlier schemes providing for use of the church, with only the altar table, pulpit, hymn board and altar rails remaining. The current lessee has informed the diocese that it has been made clear to the assignee that these items were not included in the lease and may be removed by the Church. Of these, only the altar table is of liturgical significance and the Diocese would seek to relocate that in another church locally or destroy it. They could also seek to relocate the pulpit.
32. The Bishop questions the validity of the view that the closure of the St Mary's church to the community would be a sign that the Diocese is closing its doors to the residents of Chichester South given that this church closed nearly 30 years ago and has been used as an office since. Additionally, less than half a mile away is the



church of St George, Whyke, including the St George's Centenary Centre where community activities take place.

33. With regards the joint representation from the Whyke PCC and the Friends on wanting to use the St Mary's building for mission, the Bishop says that is simply not possible as it is already subject to its current 125-year lease.
34. As to how these proposals would impact on the mission of the local Church, the Bishop reiterates that this is a building that closed for worship nearly 30 years ago. The current 125-year lease has another 105 years to run, representing zero liability for the Diocese. The residential use ensures that the building will have a sustainable future for the years to come. Therefore, at worst, he sees these proposals as having a neutral impact on the mission of the Church in this community.

### **Summary of the representors' supplementary views**

35. Three supplementary comments were received: (i) a joint one from Whyke PCC and the Friends; (ii) Dr John Fitch; and (iii) Cllr Sarah Sharp, who had all originally made representations against the proposed new use.
36. The PCC and the Friends say they fully acknowledge that the diocese is not in a position to implement a Scheme for community use during the current lease on the former church building. What they were seeking instead was a conversation with the current leaseholder (which they say has already commenced) to see whether they would be able to negotiate a deal which would enable their purchase of the building as part of a community-owned Scheme.
37. Such a course of action would ensure that the building remained available for the wider community. Allowing the building to become a private residence will have potentially irreversible impact on the spiritual, memorial, historical and ecological significance of the site as embedded within the wider churchyard and community area.
38. They say that they disagree with the Bishop's comments that until the public display of the recently published draft Scheme there had been no known interest in the use of this building for community use as expressions of such interest had already been made as part of the Chichester District Council's planning process.
39. They also question the Bishop's view that the use of the building as a residence would not have any more impact than the current use as the current occupiers have substantial knowledge and expertise in ecclesiastical buildings and churchyards which is not a given were the building to be used as a private dwelling, and even less so as a holiday let.
40. They also say that the comment that there is already a community space at St George's does not fully recognise how the diverse communities in South Chichester are separated from each other. This is true socio-economically, geographically, physically and spiritually. There is a strong perception that the railway line that runs

through the area acts as a de facto social dividing line, although perhaps with an element of generalisation; St George's is to the north of the railway whilst the former church building is to the south.

41. In terms of mission, the parish fully accepts that more needs to be done to the area to the south, especially in the Kingsham Estate, and a positive indication of this has come in the last year, during which time there have been signs of new engagement, partly through the activities of the newly formed Friends group.
42. Dr Fitch makes similar comments in relation to the community taking on the former church building and feels that the diocese would not be acting unreasonably to deny the proposed variation of the current use given the circumstances here and, in his view, would be acting unreasonably in placing the interests of an individual purchaser ahead of that of the community. Allowing such a change would preclude public access to an interior space which represents the history of the local community.
43. He echoes comments already made above on the community use interest having been made known ahead of the draft Scheme's publication. He adds that since the appointment of the current incumbent, there is a new energy in Rumboldswyke, as manifested in the formation of the Friends group.
44. Cllr Sharp also makes similar points and says that the authorities, including the Bishop, underestimate the psychological and real barrier that the railway line puts in a community. For those living south of it, it would take longer than four minutes to get to St George's given the challenges in crossing the line. Many people on lower incomes do not own cars so suggesting that they just walk to St George's is not always easy.

### **Summary of the Bishop's supplementary views**

45. The Bishop repeats his earlier explanation that the diocese is reacting to a request by the lessee to amend the permitted use from office to residential. If the amending Scheme is not made, the building will simply continue in use as an office.
46. With regards the suggestion that a decision should be delayed at this point to allow time for a proposal for community use to be drawn up, the Bishop's understanding is that the property was marketed by agents acting on behalf of the lessee between February and August 2021. During that period there were 12 formal expressions of interest for residential use and one for commercial (office) use, but none for community use.
47. He says that by virtue of the subsequent planning application (which was not made by the Diocese), the PCC of Whyke has been aware of the plans to change the building's use for some time but at no stage has any approach been made to the Diocese to use the building for community purposes. However, even if the PCC had approached the Diocese, it would not have been possible to take that interest forward due to the fact that the building is subject to the 125-year lease.

48. Since the lease agreement did not allow for public access, the building has not been accessible to the public for over 20 years, and it would therefore be wholly unreasonable for the Diocese to withhold consent for the proposed change of use on that basis.

### Information for the Committee

49. The relevant clauses of the 2003 lease (Annex C) are as follows:
- a. Clause 1.10 Permitted User:  
means use as offices which at the date of this lease falls within paragraph (a) of Class BI of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as enacted at the date of this lease or such other use as the Landlord may approve (such approval not to be unreasonably withheld)
  - b. Clause 3.15.2 Assignment:  
Not to assign the whole of the Premises without first:-  
....obtaining the prior consent in writing of the Landlord which shall not be unreasonably withheld or delayed...;
  - c. Clause 3.17.1 User  
not to use the Premises other than for the Permitted User or for such other use which the Landlord shall from time to time approve (such approval not to be unreasonably withheld or delayed) provided that where the Landlord gives approval for a change of use under this clause such use shall thereafter be deemed to be the Permitted User and this lease shall be read and construed accordingly.
50. These provisions are more widely drawn in giving scope for a change of use than would normally be the case in a lease of a closed church building and do not sit well with the more restrictive wording of the 2000 Scheme itself which provides only for office use. In terms of the lease provisions alone it would not be reasonable for the DBF to refuse consent for an assignment to a financially sound assignee for a purpose for which planning consent and listed building consent have been given. Withholding consent could be subject to a legal challenge by the tenants.
51. However, the Deputy Official Solicitor has confirmed that the lease must be read in terms of the requirements of the Measure and there is therefore an implied requirement that an assignment must also be subject to an amending Pastoral (Church Building Disposal) Scheme. This in turn means that the draft Scheme is subject to the normal procedures under the Measure and the Committee must consider any representations duly made and is not constrained from a decision not to allow the Scheme to proceed if so minded.
52. Under s.62(7) it would be possible for the Committee decide after consultation with the Bishop (but without his consent being required) to amend the draft Scheme either by including an additional provision for the building to be used for community

use or to substitute that use for the residential use. However, such an amendment would only make a community use possible but could not compel either the DBF or the current tenants to assign the existing lease for that use. Any initiative to do so could only come from the tenants themselves and it is likely that they would be unwilling to do so unless a prospective community user could match the consideration (in excess of £300,000) which they would receive from the residential developer.

53. In relation to the point raised in the representations about a lack of consultations, the only public consultation required here was in relation to a draft Pastoral (Church Buildings Disposal) Scheme published by the Commissioners. Such draft Schemes do not require the diocese to carry out any separate prior consultations under section 21 of the 2011 Measure; the publication of the draft Scheme is the consultation. Insofar as it refers to the marketing exercise, this was undertaken by the lessee during 2021 on the basis that they were marketing a commercial building and there was no requirement on their part to market it for community use
54. When the LPA considered the change of use from office to residential, the officer's report cites that the "loss of community facilities" policies did not apply as the building was not in a community use.
55. The DBF and the Commissioners' Closed Churches case officer did seek valuation confirmation regarding the potential uplift in value from office to also include residential and that advice was that there was no increase in value with respect to the lease. The Diocese therefore concluded it could not reasonably refuse the assignment on this basis.

## **The Issues**

The main issues to be considered are as follows:

- Would a residential use for St Mary's be a suitable use for the building within the meaning of the Mission and Pastoral Measure?
- Does the Committee agree with the Diocese that it would be unreasonable for it to withhold consent to the proposed assignment and does it therefore wish to enable this by allowing the draft Scheme to proceed?
- Should more consideration be given to exploring the possibility of a community use for the building?
- Will the proposals, taken as a whole, support the furtherance of the mission of the Church of England?

## **For decision:**

The possible outcomes are:

- (a) To allow the scheme to proceed as drafted; or
- (b) To decide that the scheme should not be made;

- (c) To refer the matter back to the DBF to explore the possibility of a community use to the building in consultation with the tenants.

(Signed) Rex Andrew

Church House  
Great Smith Street  
London SW1P 3AZ

5 February 2024

**Draft  
Pastoral (Church Buildings Disposal) Scheme**

This Scheme is made by the Church Commissioners (“the Commissioners”) this ..... day of ..... 20.... under the Mission and Pastoral Measure 2011.

**Background**

By a Scheme of the Commissioners made under the Pastoral Measure 1983 and confirmed by Her Majesty in Council on the 12th day of July 2000 (“the 2000 Scheme”) the Chichester Diocesan Board of Finance (“the Board”) was empowered to lease the closed church building of St Mary, Rumboldswyke in the Diocese of Chichester together with part of the land annexed or belonging thereto (together referred to as “the property”) for office use and for purposes ancillary thereto with the benefit of the rights described in the 2000 Scheme.

It is now desired to make new provision for the future of the property.

NOW, it is provided as follows:-

**Future of the property**

1. Clauses 2, 3 and 4 of the 2000 Scheme are hereby revoked.
2. The building and that part of the land annexed or belonging thereto shown hatched on the annexed plan (together referred to as “the property”) shall be appropriated for office and/or residential use and for purposes ancillary thereto together with the rights granted by Schedule 1.

**Disposal**

3. The Chichester Diocesan Board of Finance (“the Board”) is hereby empowered to lease the property for any or all of the said uses together with the benefit of the rights granted by Schedule 1.

**Coming into operation of this Scheme**

4. This Scheme shall not come into operation until such date or dates as the Commissioners shall determine following the making of this Scheme and the Commissioners shall not be obliged to bring the Scheme or any part thereof into operation.

In witness of which this Scheme has been duly executed as a deed by the Church Commissioners.

Executed as a Deed by the Church Commissioners for England  
acting by two authorised signatories:

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Signature of Authorised Signatory

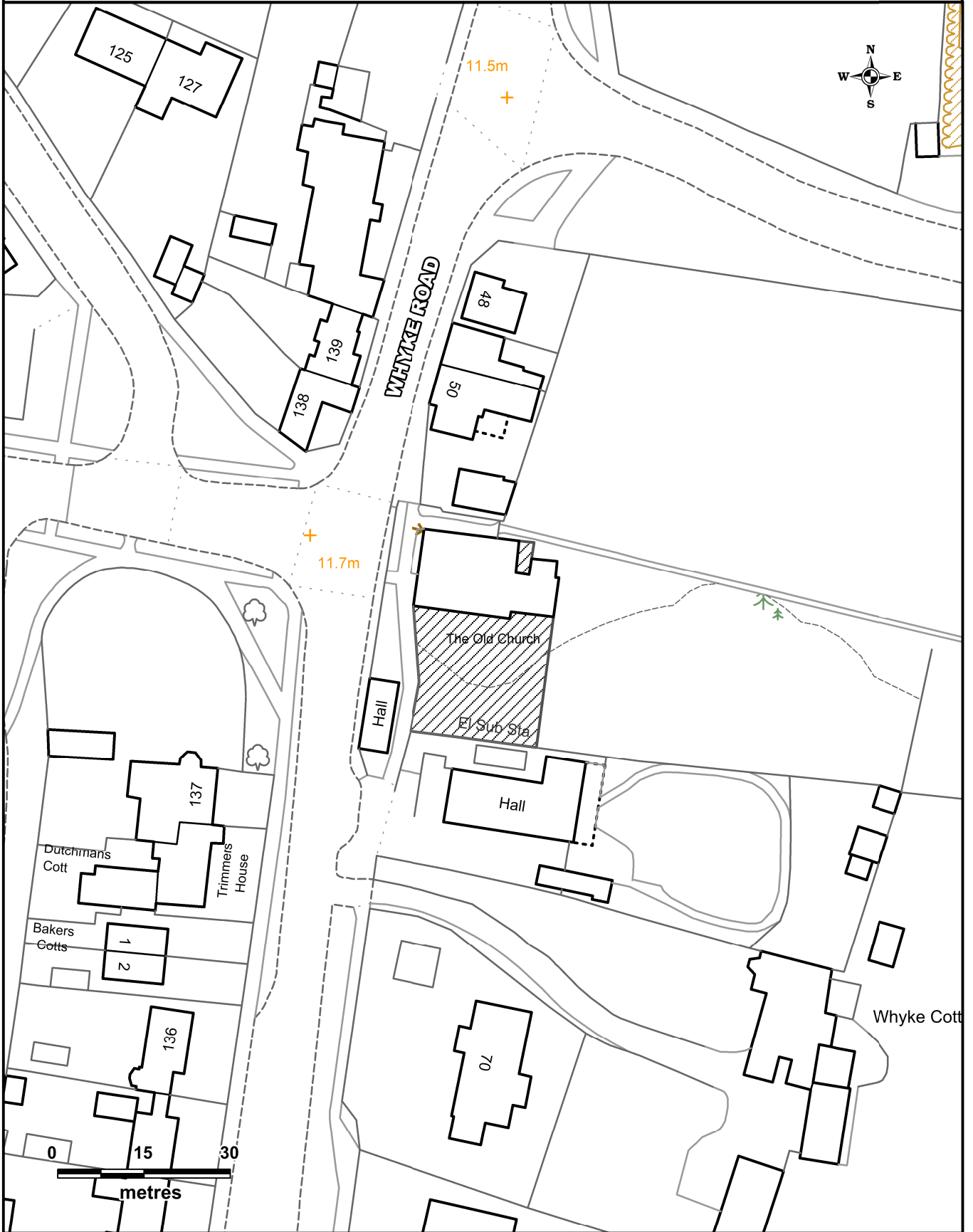
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Signature of Authorised Signatory

### **Schedule 1: Grant of Rights of Way**

To enable the property to be used for the purposes specified in the Scheme, the following rights shall vest in the Board for the benefit of the property:-

- (i) a right of way with or without vehicles over and along the existing pathway(s) in the remaining part of the churchyard annexed or belonging to the building subject to the Board and its successors in title paying a fair and proper portion of the cost of keeping the same in good and substantial repair to the reasonable satisfaction of the parochial church council of the parish within the area of which the property is for the time being situated;
- (ii) the right to the passage of water, soil, gas, electricity and telecommunication services (if any) through any drains, sewers, pipes, wires, cables and other conducting media ("the services") now laid or to be laid under, upon or above the remaining part of the said churchyard;
- (iii) the right (upon reasonable prior notice in writing to the said parochial church council) to enter with or without vehicles, equipment and apparatus upon such parts of the said churchyard as may be necessary for the purpose of inspecting, repairing and maintaining the building and for the purpose of laying, connecting into, inspecting, repairing, maintaining or renewing the services subject to the person exercising such right causing as little damage as possible to the said churchyard or any graves, tombstones, monuments and memorials therein, and subject to the Board and its' successors in title making good any damage so caused to the reasonable satisfaction of the said parochial church council or other the person for the time being responsible for the care and maintenance of the said churchyard and subject to the grant of any necessary faculties by the Consistory Court to authorise the said works;
- (iv) all rights and easements over land other than the said churchyard appertaining or reputed to appertain to the property (in common with all others entitled to the like rights).

# FORMER CHURCH OF RUMBOLDSWHYKE ST MARY



Details			Rev No.	
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## **EXPLANATORY NOTE**

### **MISSION AND PASTORAL MEASURE 2011 DRAFT PASTORAL (CHURCH BUILDINGS DISPOSAL) SCHEME RUMBOLDSWHYKE ST MARY DIOCESE OF CHICHESTER**

This note accompanies a draft scheme under the Mission and Pastoral Measure 2011 which makes provision for the future of a closed church building. The Church Commissioners provide this information so that individuals and interested parties can understand the background to the proposals, make a reasoned judgement on the merits of the draft scheme and, if they see fit, a reasoned expression of support or objection to it.

#### **The Current Proposals**

The Commissioners have agreed to publish a draft amending Pastoral (Church Buildings Disposal) Scheme providing for the former church of Rumboldswyke St Mary to be leased by the Diocese for office and/or residential use.

#### **Background**

The church of St Mary, Rumboldswyke was declared closed for regular public worship by a Scheme made under the Pastoral Measure 1983 which took effect on 19 July 1994. It had not been used for worship for many years and had been a chapel-of-ease to the parish church of St George. By the same Scheme the Diocese of Chichester was empowered to lease the building for use as a museum and workshop and for storage purposes. It was proposed to lease the building as a museum for toys but this was never completed. By a further Scheme which took effect on 1 July 2000, the Diocese was empowered to lease the building and part of the churchyard for office use.

Now known as "The Old Church", the property has since been leased to an architectural practice as their offices. However, as a result of recent changes to the company's working practices, they have agreed with the Diocese of Chichester to assign their leasehold interest to an individual who proposes to convert the building to residential use as a single dwelling.

#### **The Building**

The former church of St Mary is located on the east side of Whyke Road, in the former hamlet of Whyke immediately south-east of Chichester city centre and now within the city boundary and by-pass. It is a predominantly residential area.

The building is listed Grade II\*. It is built of flint rubble with some Roman tile, stone dressings, and tiled roofs. The nave and chancel date from the 11<sup>th</sup> century and was refenestrated and given some new liturgical fittings in the early 13<sup>th</sup> century. The church was very little changed until 1866, when a north aisle was added and an organ chamber was added in 1890. It was restored again in the mid 20<sup>th</sup> century. It was converted to offices by CMA architects in 2002, with a reversible steel and timber mezzanine.

#### **The Views of the Statutory Advisory Committee**

The Commissioners statutory advisors, the Statutory Advisory Committee of the Church Buildings Council (SAC) have indicated that the building is of moderate to high significance overall. As the

principle of conversion to an alternative use had been established in 2002-3, the SAC have concluded that use as a single dwelling is appropriate and the conversion is also suitable in nature and intensity for the building, representing an enhancement to the existing in some respects.

### **Planning and Access**

Applications for planning permission and listed building consent have been approved by Chichester District Council for the change of use and conversion to residential use (refs: 21/03421/FUL and 21/03422/LBC).

### **Burials and the Churchyard**

There will be no change to the existing arrangements. The small area of churchyard included in the existing lease will continue to be held with the building.

### **Correspondence**

Further information about the proposals may be obtained from the Case Officer, Adrian Browning by e-mail at [adrian.browning@churchofengland.org](mailto:adrian.browning@churchofengland.org) or by telephone at 01722 438664 .

### **Representations against or in support of the draft Scheme**

Anyone may make a representation for or against any provision of the draft Scheme.

Representations should be sent to:

**Shaman Durrant  
Pastoral and Closed Churches  
Church Commissioners  
Church House  
Great Smith Street  
London SW1P 3AZ**

Or by e-mail to: [shaman.durrant@churchofengland.org](mailto:shaman.durrant@churchofengland.org)

Any communication received after Friday 5 January 2024 cannot be treated as a representation.

If we receive representations against the draft Scheme, we will send all representations, both for and against, to the Bishop, whose view will be sought. Individual representors will then receive copies of our correspondence with the Bishop (including copies of all the representations) and they may comment further in writing to us in light of the diocesan response if they so wish. If no representations against the Scheme are received the Commissioners shall make the Scheme and bring it into effect as provided for in the scheme and explained above.

Information on the Mission and Pastoral Measure 2011 and its procedures can be found on the Church Commissioners' website at [www.ccpastoral.org](http://www.ccpastoral.org) where there are also links to download copies of these notes and the draft scheme.

A M G Browning

22 November 2023



Annex B

 THE CHURCH  
OF ENGLAND

CHURCH  
COMMISSIONERS

The Rt Rev the Bishop of Chichester

Rex Andrew  
*Pastoral*

**By email only**

*Our ref: 10/386b/RA*

10 January 2024

Dear Bishop

**Mission and Pastoral Measure 2011  
Closed Church Building of Rumboldswyke St Mary  
Parish of Whyke, St George with Rumboldswyke, St Mary and Portfield, All  
Saints  
Proposed Pastoral (Church Buildings Disposal) Scheme**

Following the publication of the draft scheme providing for the use of the closed church building of Rumboldswyke St Mary and its annexed land to be amended from 'office use' to 'office and/or residential use' (and for purposes ancillary thereto) and for the inclusion of an additional small parcel of land, we received **ten representations against** and six letters of comment. All the representors are believed to have connections to the affected parish, although one currently resides in another part of the country.

The background here is as follows: St Mary's church was declared closed for regular public worship by a Scheme made under the Pastoral Measure 1983 which took effect in 1994. It had not been used for worship for many years and had been a chapel-of-ease to the parish church of St George. By the same Scheme the diocese was empowered to lease the building for use as a museum and workshop and for storage purposes. It was proposed to lease the building as a museum for toys, but this was never completed.

By a further Scheme which took effect in July 2000, the Diocesan Board of Finance was empowered to lease the building and part of the churchyard for office use.

Now known as "The Old Church", the property has since been leased to an architectural practice as their offices. However, as a result of recent changes to the company's working practices, they have agreed with the Chichester DBF to assign their leasehold interest to an individual who proposes to convert the building to residential use as a single dwelling.

The additional area of churchyard has been included to regularise what has been occurring in practice following its inadvertant inclusion in the registered title of the current occupier's lease.

Attached as Annex 1 are the (redacted) representations.

### **Summary of the representations against**

The representors strongly oppose the proposed extension of the use of this iconic landmark to include residential use. Their general feeling is that such a lovely building with a history and spirituality going back nearly a thousand years should continue to be enjoyed by all.

They say there is a need for a community space in the area and this building would provide a flexible space for a multitude of uses, including as an art studio, musical, theatrical and school events. The nearby area on the Whyke Estate is deprived and urgently needs more youth space and a space for older people to get together; this need will be increased when there is further development on the existing Police Field site.

In particular, the shared view of the Whyke PCC and the Friends of St Mary's Churchyard ("the Friends") is that the building could be put to a much more beneficial use for the whole community within the local area and beyond. Such an approach would support the other much needed and valued work that the parish church of St George already provides and would enable many to reconnect to the Christian faith. They believe it could provide a spiritual focus for the area rooted in the history, memory and ecological significance of the site and give details of the uses which they envisage. They say they fully understand the hard work and financial requirements which would be needed to give effect to this proposal but say it would enable finding a sustainable long-term use for this very special building, possibly the oldest in Chichester.

The representors also say that use of the site as a family home or, worse, for short-term lettings, would have a detrimental impact on the use of the adjoining church land which includes a nursery and a scout hut and the remaining part of the churchyard. They point out that St Mary's burial ground is still used for burial and religious services; it is highly respected by local residents as a place for prayer, reflection and restoration primarily but also a green space for wildlife and preservation.

They explain that the Friends play a very active and much needed volunteer role in taking care of the churchyard, including the area annexed to the former church as part of the current letting which they say was neglected by the current occupiers. The Friends have turned the churchyard into a beautiful haven for wildlife as well as a popular place for local people to walk and relax in. The Friends initiative could be more sustainable if they had access to toilets and a kitchen to support the volunteers.

Some say that an additional residential home in the area would not make any real difference to addressing the housing needs of the area, but making the building available to the community would positively affect many people's lives in the local and wider area.

Some are concerned that a residential property will want vehicular access and parking for cars. The former church building is next door to a busy nursery where parking is extremely limited, near the scout hut and at a narrow part of the B2145 in front of a busy junction serving the high school and police station; Whyke Road is extremely busy with two bus routes and heavy traffic to the industrial estate on Quarry Lane.

They say the previous use of storage, museum/educational facility, workshop or office remain the appropriate ones with less conflict between their purposes and the nature of the burial ground and less impact on local roads.

Many request that the matter be put on hold for some time to explore other options which could benefit the wider community and help the local Church to promote its mission. The PCC and Friends would welcome the opportunity to explore this further and present a well-developed case following formal consultation with the local community, potential user groups, and stakeholders, should the Church authorities be in favour of such a proposal.

The representors say that decisions here took place during Covid when few people were really looking at community spaces. They cite Graylingwell Chapel as an example of what can be done when you renovate and open up old buildings to the community.

The PCC and Friends add that should the scheme be approved, both would want to give their blessing and well-wishes to the new occupant, with whom they would very much wish to work together with to care for this sacred space for the benefit of the multitude of wildlife, and together with the local community who love and care for this place, including their loved ones and ancestors who are interred there and delicate ecosystem of local wildlife.

However, they note that the portion of the churchyard annexed to the former church, containing many of the oldest headstones, would essentially become the garden for the residents and expect that at some stage the residents would want to fence this area off, to move the headstones, to improve access and extend use of the garden, and to add garden furniture and additional external lighting. This would violate the integrity of what is the oldest burial ground in Chichester still open for burials, and should lighting be changed or increased, would negatively impact on an important foraging area for bats there (surveyed by a bat ecologist). They also say that the existing property lease has not included any restrictions on the use of the land.

Accordingly, were the Scheme to be approved, they ask that the DBF includes restrictive covenants saying that the land in question may not be fenced off from the rest of the churchyard, that the headstones may not be moved, that garden furniture may not be added, and that external lighting be maintained as it is currently. They also ask that restrictions be placed on the occupiers not to use the former church building for holiday letting, again to protect the integrity and historic visual character of the space which forms an intrinsic part of the consecrated churchyard, as well as a rich

## **Comments**

Chichester District Council says it has no objection to the proposals and it has already approved the planning application and listed building consent for change of use from office to residential and associated internal alterations.

The Commonwealth War Graves Commission says that there are six war graves located in the wider churchyard but, as these are not in the burial ground included here, do not wish to make any representations against it.

Historic England asks that if there are material changes to the current proposals which would affect the historical environment then it wishes to be notified.

Other points raised by those commenting include:

- a request for more time to be given to enable the local community to come up with a proposal to make the Church into a Records Office cum bookshop, holding records for not just the church and the burial ground, but also the City of Chichester;
- the suggestion that within the lease there is a covenant that stipulates £2,000 per annum, index linked, be paid to the Friends towards the upkeep of the burial ground;
- If the proposed Scheme is approved by the Commissioners that were any developer to take on the former church building for development purposes, then appropriate Section 106 requirements be implemented;
- parking concerns with any residential use and the difficulty to control the same should the premises be let out to Air-B&B or similar short term tenants;
- concern about the fate of the several wall monuments that adorn the Church, including what would happen to an altar table and a fine pulpit which belong to Saint George's church; and
- who will pay for the upkeep of the several trees on the site?

If you wish the Scheme to proceed as drafted notwithstanding the representations against, it will be necessary for our Mission, Pastoral and Church Property Committee to consider the matter. In that case, I should be grateful for your comments on the representations in general and on the following points: -

1. How did the proposal to recommend residential use as an additional approved use for this building arise? To what extent has it been an initiative of the current occupiers: did they seek the planning permission for residential use and approach the proposed developer before seeking the DBF's consent to assign their lease and vary the permitted use?
2. If so, did this mean that a lease of the property for alternative uses, in particular for the various community uses suggested by the representors, has not been considered? If alternative uses have been considered what are the reasons for preferring a residential use? If not, would you be prepared to defer this proposal for a year to allow community uses to be explored? Has the Local Planning Authority expressed a view on the building's suitability for community use?

3. Please comment on the representors' views that there is a greater need for community facilities in the Rumboldswyke area than for another single residential property and that the proposed use would have a detrimental impact on the site as a whole, including in relation to wildlife, the environment, biodiversity, and the use of the remainder of the churchyard by local residents?
4. How do you respond to the concerns raised in relation to car parking and increased vehicular traffic to the site? To what extent do you regard these as issues to be determined by the Local Planning Authority?
5. Does the current lease include covenants regarding access to graves in the part of the churchyard annexed to the former church building and is it intended to retain or include such provision in an amended lease? Is the annexed land currently fenced off from the remaining churchyard? Would there also be a covenant limiting occupation to a single family dwelling and preventing short-term letting of the property?
6. What is to happen to the contents of the former church building were the proposed change of use to be allowed, especially the altar table and pulpit said to belong to St George's? Are you able to confirm that the current lessees allow access to visit monuments in the building and, if so, would there be provision for such access to continue?
7. How do you believe the proposals will impact on the mission of the Church of England in this community?
8. Are there any other factors which the Commissioners should be aware of in their consideration of these representations?

In considering what information to include in your reply, I should be grateful if you would bear in mind that the Commissioners are now required to consider the representations under the quasi-judicial process laid down by the 2011 Measure. A legal challenge may arise from the Commissioners' decision if, among other things, it is based materially on incorrect information. In some cases, this might necessitate the withdrawal of the Scheme.

Of necessity, the Commissioners rely on others to provide the information to assist their deliberations and to this end I should be grateful for your help.

At the moment the **next scheduled** meeting of our Mission, Pastoral and Church Property Committee is on **21 March 2024**, for which we would need a response by **Thursday 29 February**, please. This is to allow time for this letter and your reply to be sent to the representor, for him to make any further comments and, if necessary, for you to respond. It will also be considered by our Sifting Panel, to determine whether the representor and diocesan representatives should be offered an opportunity to make oral representations to the Committee.

However, because of the current volume of business for the Committee there is a possibility that we will schedule an extra meeting in February and a sifting meeting ahead of it. I am sorry I cannot be more definite but I hope a reply by Wednesday

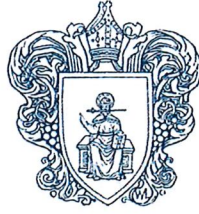
24<sup>th</sup> January would allow us to take this to a February meeting, if held. The next meeting after March at which this could be considered is on **24 April 2024** and for that meeting we would need your reply by **Friday 15 March 2024**.

I am sending a copy of this letter to Emma Arbuthnot and Scott Ralph at the diocesan office and also to the Commissioners' Closed Churches Case Officer, Adrian Browning.

Yours sincerely

Rex Andrew





**The Bishop of Chichester**  
*The Rt Revd Dr Martin Warner*

Rex Andrew  
Pastoral  
Church Commissioners  
Church House  
Great Smith Street  
London  
SW1P 3AZ  
Sent by email: [rex.andrew@churchofengland.org](mailto:rex.andrew@churchofengland.org)

23<sup>rd</sup> January 2024

*Dear Rex,*

**Former church of Rumboldswyke St Mary**

Many thanks for your letter dated 10th January and for outlining that there have been representations against the proposed amending pastoral scheme for the former church of Rumboldswyke St Mary.

I have read through the representations made and there are two common themes, that I will summarise as follows: -

- Representations against the proposed new use and suggestions of alternative new uses
- Representations against part of the historic churchyard being included with any new residence.

As you will know, this is an amending scheme, following on from the original disposal scheme made in 2000. The original scheme allowed for the disposal of the church, on a leasehold basis, for use as office space – this leasehold disposal was made on 9 July 2003, and I have attached the official copy of the Land Registry entry (WSX274627).

You will note that the church building and the land mentioned in the amended scheme are subject to this 125 lease.

What this means is that the diocese is not in a position to implement any of the uses suggested by representors, as worthy as they may be. Instead we are only able to decide on any use put forward by the tenant. In this instance the tenant has put forward a proposal for residential use, which the diocese (in its capacity as landlord, and acting reasonably) is content to consent to.

I note that a number of representors have made suggestions on alternative uses, rather than offering reasons why residential use is inappropriate. However, given the context of the current 125 year lease, I am unable to comment on these.

Some have suggested that use as a residence would be detrimental to the historic churchyard. However, the church has been in use as an office since 2003, and it is hard to see how use as a residence would have any more of an impact than use as an office.

With regard to the historic churchyard, it is important to remember that the part of the churchyard that representors are saying will be cut off was included in the 2003 lease agreement. So, it is already separated from the rest of the churchyard by virtue of the scheme made in 2000 and the 2003 lease. The amended scheme does not prevent the Friends group from continuing to maintain the rest of the historic churchyard.

I think the above addresses the vast majority of the representations made, but I also feel it is worth me addressing points made by two specific representors.

Cllr Sharp states in the second to last paragraph of her representation the following: -

*“The fact that the Diocese is pursuing this sale for housing is evidence of not listening to local need, not taking into account the opportunity for mission and ignoring the potential for true Biblical work with local residents to spread the word of the Gospel and also support and nourish a community that is vital need of support and social cohesion. The closure of the church to the community is a sign that the Diocese is closing it’s doors to the residents of Chichester South some of whom are the poorest residents in West Sussex.”*

It is factually incorrect to state that the diocese is “pursuing a sale”, as that is plainly not the case. As I have outlined above the building is currently subject to a 125 year lease signed in 2003. The diocese is simply reacting to the tenant’s request to change the permitted use of this lease.

While there are some who would rather not see the permitted use request granted, from a diocesan perspective, we deem the request a reasonable one.

Cllr Sharp has also stated that the closure of the church to the community is a sign that the diocese is closing its doors to the residents of Chichester South. However, I am not sure that is a material consideration as the church actually closed nearly 30 years ago and has been in use as a private office since, so there has been no public right of access. Furthermore, less than half a mile away (or a four minute walk) is the church of St George's, Whyke, including the St George's Centenary Centre where I understand a number of community activities take place.

The second representation I would like to address specifically is the joint comment made from Whyke PCC and the Friends of St Mary's Churchyard. The Whyke PCC has expressed a wish to use the building for mission. However, as outlined above this is simply not possible as the building is already subject to a 125 year lease.

Turning to address your specific questions:

*1. How did the proposal to recommend residential use as an additional approved use for this building arise? To what extent has it been an initiative of the current occupiers: did they seek the planning permission for residential use and approach the proposed developer before seeking the DBF's consent to assign their lease and vary the permitted use?*

The initiative for the proposed change of use came entirely from the tenant. The building has been leased to the current lessee since 2003 for use as an office and this included the area of churchyard to the south of the building. The lease term is for 125 years, and including provision for assignment - meaning the DBF need to act reasonably in agreeing to an assignment request. It also, unusually, allowed for agreement to a change of use, but the DBF cannot agree to this under the Measure without an Amending Scheme. The lessees are a firm of architects. As a result of recent changes to the company's working practices, they placed the building on the market and have agreed to assign their leasehold interest to an individual who proposes to convert the building to residential use as a single dwelling. The lessees applied for planning permission and listed building consent and the Commissioners published the draft Scheme once these had been granted, which happened in October 2023.

*2. If so, did this mean that a lease of the property for alternative uses, in particular for the various community uses suggested by the representors, has not been considered? If alternative uses have been considered what are the reasons for preferring a residential use? If not, would you be prepared to defer this proposal for a year to allow community uses to be explored? Has the Local Planning Authority expressed a view on the building's suitability for community use?*

The marketing was undertaken by the lessee, not the Diocese. This took place in February 2021. In August 2021 the lessees reported that of the offers made, only one of the viewings was for commercial use, all the others were for residential use. Until the publication of the draft Scheme there had been no known interest in use of the building for community use, and there is no proposal on the table. The role of the Diocese is limited to agreeing the assignment of the lease “acting reasonably” and we are not in a position to require the lessee to defer the assignment still further for a use which has been implemented in a number of closed churches across the Diocese and Church of England and which has been granted the necessary consents by the local planning authority.

*3. Please comment on the representors' views that there is a greater need for community facilities in the Rumboldswyke area than for another single residential property and that the proposed use would have a detrimental impact on the site as a whole, including in relation to wildlife, the environment, biodiversity, and the use of the remainder of the churchyard by local residents?*

I have addressed the issue of the need for community facilities above. Aside from the small area of churchyard to the south of the building already included in the lease, the remainder of the churchyard will be unaffected by this proposal and there will be no impact on its use by local residents. The access arrangements into the retained churchyard are unaffected. The local planning authority consulted the usual statutory consultees on the environment and approved the applications.

*4. How do you respond to the concerns raised in relation to car parking and increased vehicular traffic to the site? To what extent do you regard these as issues to be determined by the Local Planning Authority?*

These matters were considered by the LPA, whose Committee report stated “no vehicular access is proposed for the site and no on-site parking provision is proposed. WSCC Highways has been consulted

on the application and has advised that they do not anticipate the lack of on-site car parking provision to be detrimental to highway safety. The site is located within walking distance of Chichester City centre and cycle parking provision could be secured via condition, to promote sustainable forms of transport". Such a condition has been imposed in the planning consent. The building has been in use as an office for over 20 years and I am not aware of any issues relating to car parking - none have been reported to us.

*5. Does the current lease include covenants regarding access to graves in the part of the churchyard annexed to the former church building and is it intended to retain or include such provision in an amended lease? Is the annexed land currently fenced off from the remaining churchyard? Would there also be a covenant limiting occupation to a single family dwelling and preventing short-term letting of the property?*

The area of land included in the lease does contain historic graves and tombstones, but there is no covenant regarding access and we do not propose to extend that for the new use. The lease contains covenants preventing, without consent, the construction of new structures on the property or excavations for the installation of new service media. The change of use in the lease will be implemented through an Agreement and this can make additional provision to ensure protection of the graves in connection with the residential use. This area is not currently separated off by fencing or hedging, but the Diocese would see a strong argument for that and would not oppose such a request. We would not propose to include further limitations on the residential use of the property. The modest size of the building and the conditions imposed by the listed building consent limit the conversion to that of a single dwelling. Holiday letting is available in closed churches elsewhere.

*6. What is to happen to the contents of the former church building were the proposed change of use to be allowed, especially the altar table and pulpit said to belong to St George's? Are you able to confirm that the current lessees allow access to visit monuments in the building and, if so, would there be provision for such access to continue?*

In connection with the existing Scheme for office use, my predecessor directed that all the tombstones, monuments and memorials shall remain in situ, and I propose to do likewise in the event this Amending Scheme is made. Most of the ecclesiastical furnishings were dispersed in connection with the earlier schemes providing for use of the church; however, the altar table, pulpit, hymn

board and altar rails remain and the current lessee has informed us that it has been made clear to the assignee that these items were not included in the lease and may be removed by the Church. Of these, only the altar table is of liturgical significance and we would seek to relocate that in another church locally or destroy it. We can also seek to relocate the pulpit.

*7. How do you believe the proposals will impact on the mission of the Church of England in this community?*

St Mary's was declared closed for regular public worship by a Scheme which took effect on 19 July 1994. Prior to that it had not been used for worship for many years and had been a chapel-of-ease to the parish church of St George. The property has been held under a full repairing and insuring lease since 2003 and that lease has a further 105 years to run, representing zero liability on the Diocese. If the building fell into disuse or neglect that liability would increase. Residential use ensures the building will have a sustainable future for the years to come. At worst, I see that this proposal has a neutral impact on the mission of the Church in this community.

In summary, the position is that diocese is only reacting to a request by the tenant to amend the permitted use of the lease from office use to residential. If the amending scheme is not made then the building will simply continue in use as an office. Not making this scheme does not mean that public access will be granted, or that the building will be made available to the community or for mission based projects - nor does the diocese have any influence in this regard.

*Yours,*

*+M Martin*



## Official copy of register of title

Title number WSX274627

Edition date 18.04.2023

- This official copy shows the entries on the register of title on 08 JAN 2024 at 16:26:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 08 Jan 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

### A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST SUSSEX : CHICHESTER

- 1 (12.08.2003) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being The Old Church, Whyke Road, Chichester (PO19 8HA).
- 2 (12.08.2003) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 9 July 2003  
 Term : 125 years from 9 July 2003  
 Rent : As therein mentioned  
 Parties :
- 3 (12.08.2003) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

### B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

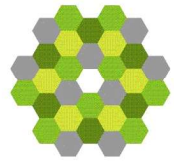
#### Title absolute

- 1 (12.08.2003) PROPRIETOR: HMDW ARCHITECTS LIMITED (Co. Regn. No. 02236049) of The Old Church, Whyke Road, Chichester, West Sussex PO19 8HA.

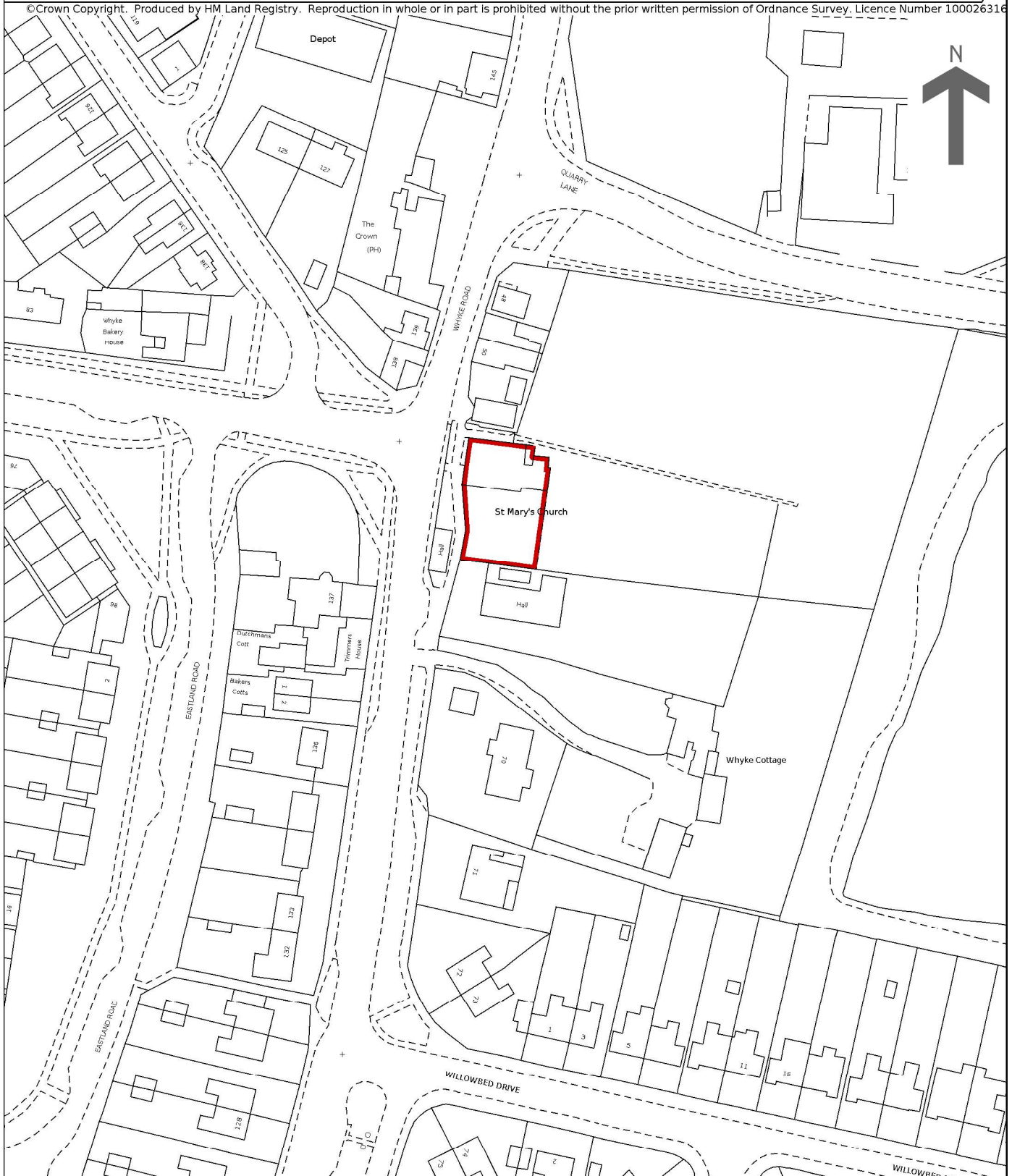
#### End of register

# HM Land Registry Official copy of title plan

Title number **WSX274627**  
Ordnance Survey map reference **SU8604SE**  
Scale **1:1250**  
Administrative area **West Sussex :**  
**Chichester**



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RUMBOLDSWHYKE, ST. MARY, WEST SUSSEX (CHICHESTER)

Referred under the Pastoral Measure 1983

LOCATION AND SETTING: Whyke was originally a hamlet well outside the city walls of Chichester towards the south-east, but the expansion of the city over the past hundred years has now surrounded the two or three remaining old buildings such as the church and the inn, and since 1893 Whyke has been within the bounds of the city. It is also within the by-pass. The large rectangular churchyard lies at the corner of Whyke Road and Quarry Lane, with the artificial creation of Whyke Lake amidst the gravel pits to the east. The church is separated from Whyke Road by a row of lime trees, and there are more lime trees along the southern boundary, screening the church from a scout hut. A small timber-framed and thatched building to the south-west of the church, now separated from it by a public footpath, is also used by the scouts. The church has a number of eighteenth-century headstones to the south of the church, but the much larger area to the north and east has later burials including one Commonwealth War Grave to the north. The area is planted with more lime trees, three yews, one cherry tree, a cedar and a tall Scots pine which stands much higher than the church's bell-cote.

DATE: The basic building is eleventh century, with windows and a doorway of the thirteenth century. Thereafter nothing much seems to have been done until the nineteenth century. In 1866 a north aisle was added to the nave, possibly by G.M. Hills, and in 1890 an organ chamber was added to the chancel.

PLAN: Originally a simple two-cell building, the church now consists of nave with north aisle and chancel with north organ chamber.

DIMENSIONS: Nave 29½ft. by 19ft.; chancel 19ft. by 14ft.

BUILDING MATERIALS: The walls are built of flint rubble incorporating some Roman tiles, with stone dressings. The roofs are covered with tiles.

GENERAL DESCRIPTION: The plain little church at Whyke is of interest because it shows evidence of only three clearly defined building dates, the earliest which goes back to the mid-eleventh century and probably pre-dates the Conquest. Unfortunately it has lost almost all its old furnishings, and what may now be seen in the church is mostly routine nineteenth-century work.

The original building of c. 1060 was a simple two-cell structure, its date instantly recognisable in the thin walls without buttresses and the tall narrow proportions, even though no window openings or doorways of this period are now visible. It has been compared with the nearby churches of Ovingdean and Westampnett for plan, wall thickness and dimensions. The architectural features are few and are quickly described. Before the addition of the north aisle in 1866 and organ chamber in 1890 the church was symmetrical, the eleventh-century walls pierced by later doorways and windows. The nave had a west doorway, now removed, and a window above which was replaced by a pair of lancets. A small weatherboarded bell-cote over the west gable was replaced by the present stone gabled arch. The south wall has a doorway towards the

west end and a single lancet further east, an arrangement which was formerly answered on the north side. The doorway has a continuous moulding along the edge of the arch and jambs and a moulded hood which seems to end in very worn fluted conical stops. The rere-arch is segmental. The lancet has an external rebate.

The north aisle added in 1866 has a roof which continues the slope of the nave roof, though at a less steep pitch, a characteristic copied from aisles of old Sussex churches. The east and west walls are pierced by single lancets and in the north wall and four tiny lancets arranged in two pairs. The angles contain quoins re-used from the demolished north-west angle of the nave.

The chancel is lower and narrower than the nave. It has two lancets in the south wall, the western coming down lower than the east. The wall shows clearly areas of Roman tiles and flint laid in rudimentary pitched and counter-pitched courses and the south-east angle has side-alternate quoins. The east wall has a single lancet, a rare example of a lancet not replaced by a later larger window. The north wall formerly had a small lancet window (retained within) but is now obscured by the organ chamber of 1890, with a blind north wall and a wide lancet in the east wall.

The interior has plastered walls and boarded roofs which conceal some of the ancient features such as a considerable area of re-used Roman tile said to exist above the chancel arch and the principals of the roof (which are said to be nineteenth-century). The floor is paved with red and black tiles laid diagonally and the pews stand on platforms. The small number of windows and the trees outside the west window make the interior rather gloomy.

In addition to the doorway and lancet window in the south wall there is a piscina near the east end with a shallow circular drain with a straight line at the back under a chamfered trefoiled arch. Near the door is a stoup with the bowl now missing. The north arcade of 1866 is of three bays with two octagonal pillars with square bases and abaci and crocket capitals of a slightly French-inspired thirteenth-century style. The responds are chamfered and have moulded imposts to conform (after a fashion) with the plainer imposts of the chancel arch. The roof has five mediaeval tie-beams with queen-posts set very near the ends. The aisle has no special architectural interest.

The chancel arch appears to be basically Norman in its present form, with plain chamfered responds returned along the western face and stone voussoirs. These are said to replace an arch of Roman tiles taken down in 1890. Areas of pitched and counter-pitched courses of Roman tiles once visible above the arch are now concealed by plaster.

The chancel floor is raised two steps above the level of the nave. It is paved with similar red and black tiles and there is a further step at the rails. The east wall is pierced by one lancet window and there are two more in the south wall, that nearer the nave with a lower sill than the other. All the windows have chamfers round the rere-arch. To the south of the east window is a moulded statue-bracket and in the south wall is a piscina with an unchamfered round arch and a square drain cut in the capital of what appears to have been an eleventh-century baluster shaft.

The north wall of the chancel has a pointed arch, probably of fourteenth-century date, chamfered and resting on chamfered imposts. Until 1890 it is understood to have framed a recess, but in that year the walling of the recess was removed, together with the lancet which pierced it, and replaced by a pair of arches on a central shaft opening into a small organ chamber (now used as a vestry). The small lancet was reset within the spandrel above the arches. The chancel roof is boarded and forms a seven-faced panelled vault, all nineteenth-century, with three chamfered tie beams.

#### FURNISHINGS AND FITTINGS

1. The altar is of oak, plain with eight square legs.
2. No reredos.
3. The pulpit is of pine, large and forming six sides of an octagon with simplified linenfold carved on each face.
4. The lectern is a plain pine pedestal, modern.
5. The font is nineteenth-century, a plain cylindrical bowl on a moulded stem with a square base.
6. Stained glass:
  - i) The east window has the only stained glass in the church, of coloured geometrical patterns, probably belonging to the 1866 work.
7. Monuments:
  - i) To Thomas Bradford, "A Name to Genius and to Virtue dear", d. 1808; white oval tablet on black ground.
  - ii) To Thomas Peele Brandram, 1883-1896, d. 1896; brass lozenge with border of passion flowers, by Barkentin and Krall.
  - iii) To Mrs. Elizabeth Manning, d. 1720; small rectangular marble tablet within broad plain stone frame, moulded cornice and base on two brackets.
  - iv) To Edward Phineas Maxwell, d. 1818; and others; white tablet with open book, cross and palms above, on black ground, by S. Manning.
  - v) To Frances Williams, d. 1829; white tablet flanked by convex pilasters, a lozenge of arms on the simple pediment, on black ground.
  - vi) To Lt. Col. Richard Buckner, CB, JP, DL, d. 1837; and his wife and son; stele-shaped tablet with arms, crest and motto on pediment, set on two brackets against a black ground, by R. Brown of 58 Great Russell Street, London.

- vii) To Georgiana Mary Bethune, d. 1858; obelisk-shaped tablet with an inscription on an oval enclosed by a serpent, shield of arms and motto above, flowers at the lower angles, on black ground; a composition typical of two generations earlier.
  - viii) To George Brisbane, d. 1797 aged 10; inscription on a small urn with palmette decoration, on oval black ground.
  - ix) To John Williams, d. 1821; white tablet with achievement of arms above and two brackets with anthemion.
  - x) To John Smyth, clerk, 46 years rector, d. 1774; plain white tablet now without a frame.
  - xi) To Mary and Elizabeth Smyth, his daughters, d. 1794 and 1792; similar.
  - xii) To Sarah Smyth, d. 1791; late eighteenth-century oval on one bracket.
  - xiii) To Ann Smyth, d. 1810; plain oval tablet.
8. One bell by John Sturdy, c. 1450, brought from St. Martin's Chichester (demolished in 1906); the original bell, by John Clarke 1607, was taken to St. Nicholas Brighton as a sanctus bell in about 1918.
9. The organ was built in 1830 for All Saints, Skinner Street, Bishopsgate, London, a church which was demolished in 1869 for the construction of Liverpool Street Station. The organ was transferred to St. Botolph's Hall, Bishopsgate and thence, the hall being demolished in 1889, to the hall of the Central Foundation Girls School, whence it came to this church in 1960. It is a small two-manual and pedal instrument of ten stops with mechanical action, said to be by Bevington, with a painted deal case having three flats of pipes on the front under ogee crocketed arches. Though said to be almost unplayable, it is probably of some historic interest and worth transferring to another home.
10. The communion plate is all kept at St. George's; it comprises a small cup of 1758 given by the Revd. John Smyth (rector 1727-74); a paten like a salver on three feet and a two-handled cup of 1784, and a chalice of 1895 and paten of 1893. Two base metal candlesticks of 1661 are in the Cathedral Treasury.
11. The registers date from 1670; those not in use are deposited at the Diocesan Record Office.
12. Woodwork:
- i) The communion rails are of pine, routine work of c. 1870 with ringed shafts and spandrels pierced with trefoils.
  - ii) A nineteenth-century credence table with trefoil-shaped top set on three shafts.
  - iii) The pews are of pine with thick chamfered ends of simple design, probably of c. 1866.

- iv) A communion table, late seventeenth or early eighteenth-century, with turned baluster legs, straight plain stretchers and no brackets, the top renewed.

13. Metalwork:

- i) Early nineteenth-century iron register chest.
- ii) One pipe from the organ brought from St. Andrew's church, Chichester, in 1955 and destroyed by fire in 1960, probably eighteenth-century.

14. No miscellanea.

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STATE OF REPAIR (summarised from the latest Quinquennial Inspection Report dated April 1988 by the Roth Partnership, Chichester).

Considering that the church has not been used for services it is in remarkably sound condition, and the nave roof was stripped and retiled after the October 1987 hurricane. Lack of use has however meant that the interior is not properly ventilated, and damp is beginning to cause decay to some of the furnishings and books in the building.

At the time of the Council's visit recent damage had been done to the east windows of the vestry and to one of the north aisle windows by vandals trying to gain access.

English Heritage has not been involved with this church.

OTHER CHURCHES IN THE AREA (for comparison only)

Rumboldswyke, St. George (300 yards north): by J.E.K. and J.P. Cutts, 1901. A brick church typical of the architects, with lancet windows and consisting of a nave of six bays with aisles and clearstorey and a chancel of three bays with south chapel. A good honest workmanlike building with few special features. There is stained glass in the east window and in the south chapel, and three small lancets with glass by Kempe were brought from All Saints Portfield, now redundant, nearby.

VIEWS: It is understood that the little church of St. Mary, Whyke has effectively been redundant since the erection in 1901 of St. George's not far away to serve the parish. The Chichester Diocesan Advisory Committee has provided a most helpful report on the building in which it draws attention to the list of twenty-six Saxon churches in the County of Sussex. Whyke cannot be compared with the great Saxon churches such as Worth, Bosham or Sompting, but its interest lies in the context of the small two-cell churches which have survived almost entire, or with little alteration. Of these there are four besides St. Mary's Whyke. Although it has lost all its original window and door openings, its great internal height, unusually long chancel, fine quoin stones and excellent state of repair make it, in the DAC's view, a suitable candidate for vesting in the Redundant Churches Fund. The Council concurs with this view, and also with the DAC's addendum that, should the Fund be unable to find the necessary money to preserve the church, any alternative use for the building must be chosen with extreme care to respect the character of the building.

If old plaster survives on the internal wall surfaces it is possible that wallpaintings might be present, and this possibility must be borne in mind.

(Visited by the Deputy Secretary (Casework) on 24 May, 1989)

Photographs available from Diocesan Pastoral Committee

## SCHEDULE

## REDUNDANCY SCHEME

This Scheme is made by the Church Commissioners ("the Commissioners") this 27<sup>th</sup> day of June 2000 in pursuance of the Pastoral Measure 1983.

Whereas:-

1. By a Scheme of the Commissioners made pursuant to the said Measure and confirmed by Her Majesty in Council on the 19<sup>th</sup> day of July 1994 ("the 1994 Scheme") the Chichester Diocesan Fund and Board of Finance ("the Board") was empowered to lease the redundant church of Saint Mary, Rumboldswyke (also known as "Saint Mary, Rumboldswyke") in the diocese of Chichester ("the redundant building") for use as a museum and workshop and for storage purposes and for purposes ancillary thereto.

2. The said uses have not been implemented and it is now desired to make new provision for the future of the redundant building and part of the land annexed or belonging thereto.

Now, therefore, it is hereby provided as follows:-

1. Clauses 2, 3 and 4 of the 1994 Scheme are hereby revoked.

2. The redundant building and that part of the land annexed or belonging thereto shown hatched on the plan annexed hereto ("the hatched land") shall be appropriated for office use and for purposes ancillary thereto.

3. To enable the redundant building and the hatched land ("the property") to be used for the said uses, the following rights shall vest in the Board for the benefit of the property:-

(i) a right of way with or without vehicles over and along the existing pathways in the remaining churchyard annexed or belonging to the redundant building subject to the Board and its successors in title paying a fair and proper portion of the cost of keeping the same in good and substantial repair to the reasonable satisfaction of the parochial church council of the parish within the area of which the property is for the time being situated;

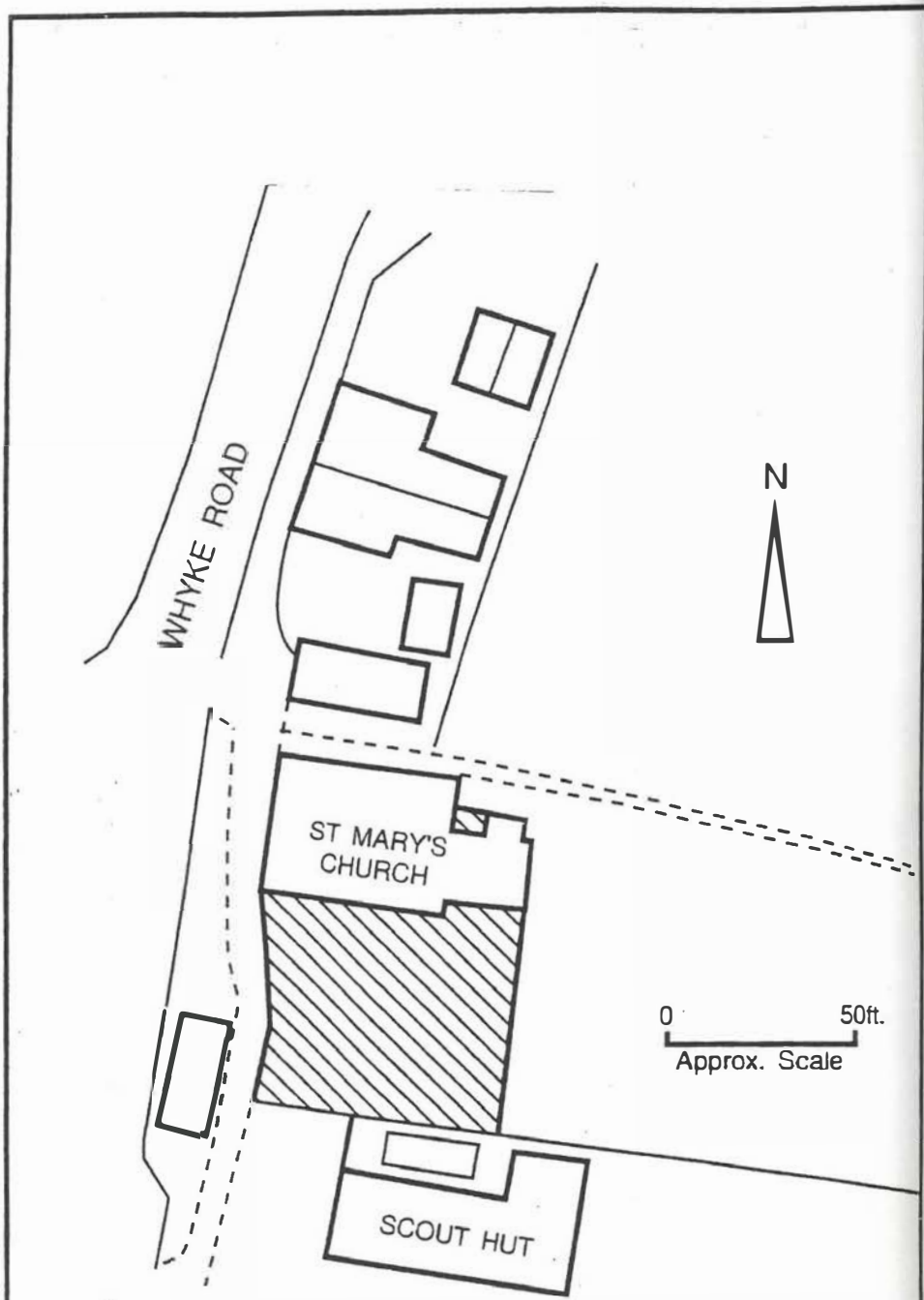
(ii) the right to the passage of water, soil, gas, electricity and telecommunication services (if any) through any drains, sewers, pipes, wires, cables and other conducting media "the services" now laid or to be laid within the perpetuity period of 80 years from the date hereof under, upon or above the said remaining churchyard;

(iii) the right (upon reasonable prior notice in writing to the said parochial church council) to enter with or without vehicles, equipment and apparatus upon such parts of the said remaining churchyard as may be necessary for the purpose of inspecting, repairing and maintaining the property subject to the person exercising such right causing as little damage as possible to the said churchyard or any graves, tombstones, monuments and memorials therein, and subject to the Board and its successors in title making good any damage so caused to the reasonable satisfaction of the said parochial church council or other the person for the time being responsible for the care and maintenance of the said remaining churchyard; and

(iv) all rights and easements over land other than the said remaining churchyard appertaining or reputed to appertain to the property (in common with all others entitled to the like rights).

4. The Board is hereby empowered to lease the redundant building and the hatched land and to grant the said rights of way and access for the said uses.

5. This Scheme shall come into operation on the date on which it is confirmed by Her Majesty in Council.



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Now, therefore, Her Majesty,  
pleased hereby to confirm the said



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size as the original.

DATED

9 July

2003

**THE CHICHESTER DIOCESAN FUND AND BOARD OF FINANCE  
(INCORPORATED)**

And

**CLIVE MERCER ASSOCIATES LIMITED**

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**LEASE**

Relating to The Redundant Church Of Saint Mary Rumboldswyke

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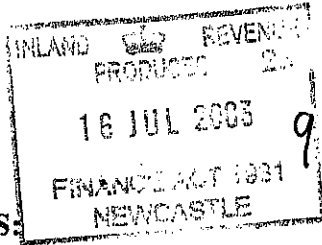
**Thomas Eggar**  
Solicitors

5 East Pallant Chichester West Sussex P019 1TS  
[www.thomaseggar.com](http://www.thomaseggar.com)  
Reference: CCN/956/20401498

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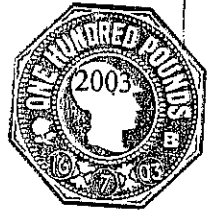
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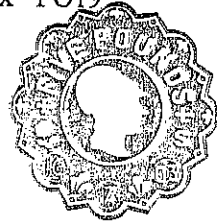
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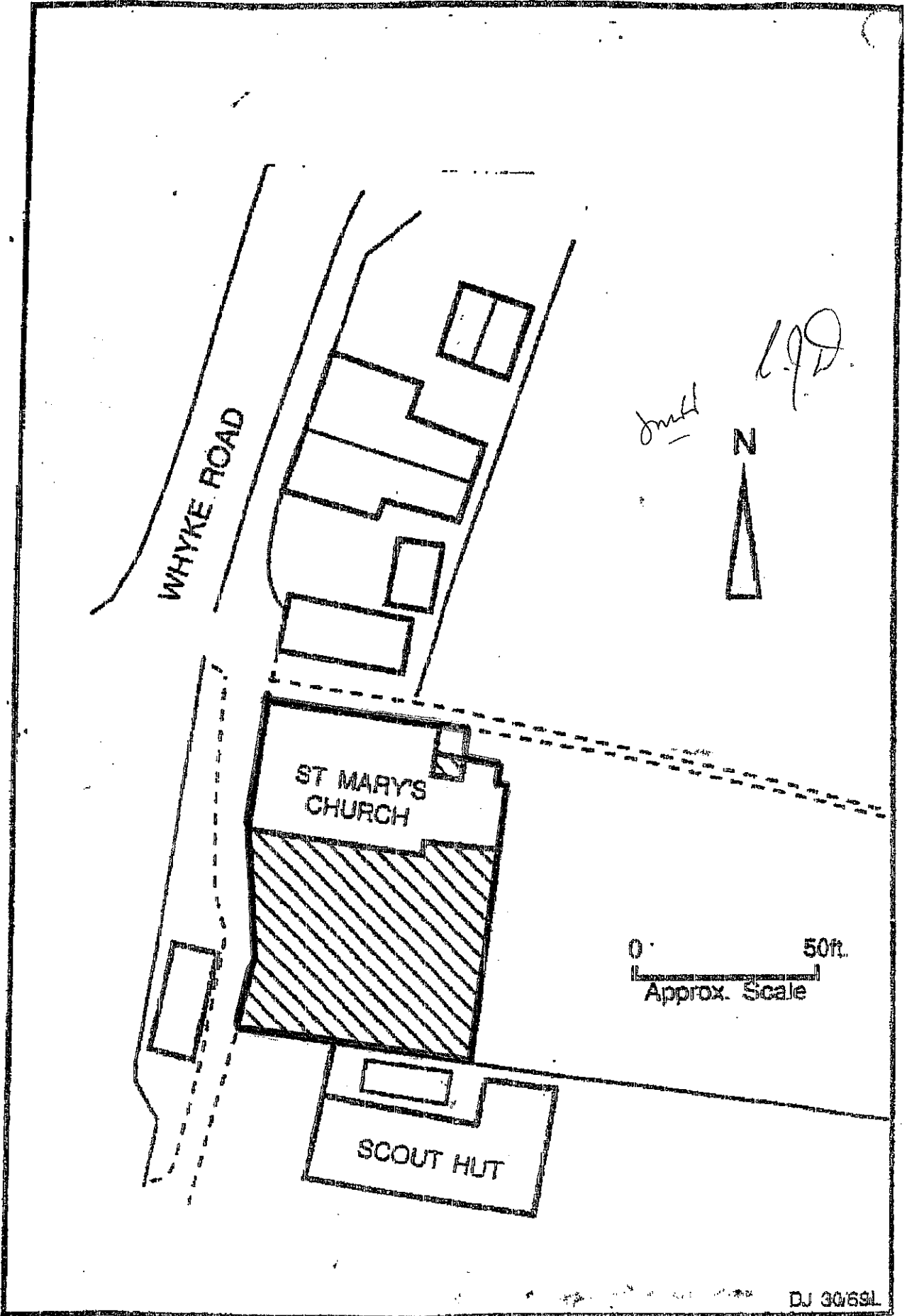
- (1) **THE CHICHESTER DIOCESAN FUND AND BOARD OF FINANCE (INCORPORATED)** of Church House 9 Brunswick Square Hove East Sussex (the Landlord)
- (2) **CLIVE MERCER ASSOCIATES LIMITED** (Company Registration Number 2236049) of The Studio Victoria Court St Pancras Chichester West Sussex PO19 4GD (the Tenant)



In this document the definitions and rules of interpretation in this clause apply:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 **Adjoining Property:** means any land or property adjoining or neighbouring the Premises
- 1.2 **Churchyard:** means the remainder of the churchyard (not forming part of the Premises) annexed or belonging to the redundant church of St Mary Rumboldswyke
- 1.3 **Conducting Media:** means pipes sewers drains ducts conduits gutters watercourses wires cables optic fibres channels flues and other similar transmission media and installations including all ancillary apparatus equipment and structures
- 1.4 **Development:** has the meaning given to it by the Planning Acts
- 1.5 **Initial Rent:** means the sum of Ten Pounds (£10) per annum
- 1.6 **Insured Risks:** means fire lightning explosion storm tempest flood aircraft or articles dropped from aircraft (other than hostile aircraft) riot civil commotion bursting and overflowing of water pipes tanks and other apparatus impact by road vehicles and such other risks which the Landlord in its reasonable discretion may require the Tenant to insure against to the extent that insurance cover against any particular risk is ordinarily available with a reputable insurer for property such as the Premises
- 1.7 **Interest Rate:** means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at four per cent per



annum above the base rate of Barclays Bank Plc or such other bank nominated by the Landlord and such Interest shall be recoverable as rent in arrear

- 1.8 **Landlord's Surveyor:** means any person or firm appointed by or acting for the Landlord (including an employee of the Landlord and including the person or firm appointed by the Landlord to collect the rents and manage the Premises) to determine a question of fact where this lease provides for determination in this way or to perform the function of a surveyor for any purpose of this lease
- 1.9 **Outgoings:** means all rates (including water rates) taxes assessments duties charges impositions and all outgoings whether parliamentary local or of any other description
- 1.10 **Permitted User:** means use as offices which at the date of this lease falls within paragraph (a) of Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as enacted at the date of this lease or such other use as the Landlord may approve (such approval not to be unreasonably withheld)
- 1.11 **Plan:** means the plan annexed to this lease
- 1.12 **Planning Acts:** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all subsequent statutes containing provisions relating to town and country planning from time to time in force and all statutes regulations and orders included by virtue of clause 1.31
- 1.13 **Planning Control:** has the meaning given to it by the Planning Acts
- 1.14 **Premises:** means the redundant church of Saint Mary Rumboldswyke in the diocese of Chichester West Sussex together with the adjoining land shown hatched on the Plan as the same is more particularly defined in the First Schedule
- 1.15 **Rent:** means the Initial Rent increasing by £10 on every Review Date but such term does not include any VAT payable on the Rent
- 1.16 **Rent Payment Days:** means every anniversary of the date hereof or such other dates which the Landlord may from time to time nominate

- 1.17 **Review Dates:** means every 25<sup>th</sup> anniversary of the date hereof
- 1.18 **Term:** means 125 years from and including the date hereof
- 1.19 **Utilities:** means electricity gas water sewage air telephone electronic signals radiowaves telecommunications and other services and supplies of whatever nature
- 1.20 **VAT:** means value added tax and any tax of a similar nature substituted for it or levied in addition to it
- 1.21 **Working Day:** any day which is not a Saturday a Sunday or a public holiday in England The expressions the Landlord and the Tenant wherever the context so admits include their respective successors in title
- 1.22 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.23 The expression the Term includes references to the expiry of the Term or to the last year of the Term are to the end of the Term and the last year of the Term however the Term comes to an end whether by effluxion of time or in any other way
- 1.24 Any right of the Landlord under or excepted and reserved in this lease shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others) and any person who is or who becomes entitled to exercise the right
- 1.25 References to the Premises in the absence of any provision to the contrary includes any part of the Premises
- 1.26 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done
- 1.27 Whenever the consent or approval of the Landlord is required or requested in relation to this lease such provisions shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any Superior Lessor where the same shall be required

- 1.28 References to consent approval or authorisation of the Landlord or words to similar effect means a consent approval or authorisation in writing and signed by or on behalf of the Landlord
- 1.29 Unless the context requires otherwise references to the Landlord shall be construed as including any person who has the Landlord's authority to exercise its powers and functions under this lease
- 1.30 The terms the **parties** or **party** shall mean the Landlord and/or the Tenant
- 1.31 Any reference to a specific statute or section of a statute shall include (in the absence of any provision to the contrary in this lease) a reference to any statutory extension modification amendment consolidation or re-enactment of that statute or section and any statutory instrument direction regulations bye-laws or orders made under it and any general reference to statute or statutes includes any derivative statutory instruments regulations and orders
- 1.32 References to Conducting Media being in or on certain property include Conducting Media in under over or through that property
- 1.33 Unless the context requires otherwise references to:
- (1) breach of any provision shall be construed as including any failure to observe or perform the provision in question
  - (2) this lease means this lease and any document which is supplemental to it or which is entered into pursuant to any obligation contained herein
  - (3) losses include all liabilities incurred by the Landlord all damage and loss suffered by it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it
  - (4) damage or damaged include destruction or destroyed
- 1.34 References to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause of or the schedule to this lease so numbered



- 1.35 In relation to the above definitions any derivative expression shall be construed accordingly
- 1.36 Unless the context otherwise requires where the words **include(s)** or **including** are used in this document they are deemed to have the words 'without limitation' following them
- 1.37 A **person** includes a corporate or unincorporated body and words denoting natural persons include corporations and unincorporated bodies
- 1.38 References to **writing** or **written** do not include faxes or e-mail
- 1.39 Headings and the table of contents are for reference purposes only and are not to be taken into account in the interpretation of this document
- 1.40 Whenever Landlord or Tenant consists of more than one person any obligation of or to that party is of or to those persons separately or together or in any combination

## 2 **DEMISE**

In consideration of the sum of £10,000 (Ten Thousand Pounds) now paid by the Tenant to the Landlord the Landlord DEMISES to the Tenant the Premises TOGETHER WITH so far as the Landlord has title to grant the same the rights specified in the First Schedule which are exercisable in common with the Landlord and all others entitled to them but EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Premises to the Tenant for the Term SUBJECT TO all rights affecting the Premises YIELDING and PAYING to the Landlord:

- (1) the Rent (as reviewed on the Review Dates) payable without any deduction in advance the first such payment being due on the date hereof and thereafter every year on the anniversary of the date of this lease
- (2) by way of further rent:
  - (a) any VAT on the Rent payable at the same time as the Rent on which such VAT is chargeable
  - (b) on demand interest at the Interest Rate and all other sums whatever payable by the Tenant to the Landlord under the provisions of this Lease

### **3 TENANTS COVENANTS**

The Tenant covenants with the Landlord as follows:

#### **3.1 Rent**

To pay the Rent on the days and in the manner set out in clause 2 and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off and if so required in writing by the Landlord to make such payments by banker's order or credit transfer to any bank and account that the Landlord may from time to time nominate

#### **3.2 Outgoings**

To pay and to indemnify the Landlord against:

- (1) Outgoings which now or during the Term are charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by any disposition in dealing with or ownership of the reversion of this lease
- (2) any loss to the Landlord of void rating relief following the expiry of the Term by reason of relief having already been given to the Tenant during the Term

#### **3.3 VAT**

- (1) Where any rents or other payments of whatever kind are payable pursuant to the provisions of this lease by the Tenant to the Landlord in respect of supplies (within the meaning of the Value Added Tax Act 1994) to the Tenant the Tenant shall in addition pay any VAT chargeable in respect of those supplies the Tenant acknowledging that all rents and other payments have been computed on a VAT exclusive basis
- (2) Where pursuant to the provisions of this lease the Tenant is required to pay or reimburse to the Landlord any sums incurred by the Landlord or any other person the Tenant shall in addition pay to and indemnify the Landlord against any VAT chargeable in respect of those sums

### **3.4 Conducting Media:**

Where the use of any Conducting Media boundary structures or other thing is common to the Premises and Adjoining Property to be responsible for and to indemnify the Landlord against a due proportion of all sums due from and to undertake all work that is the responsibility of the owner lessees or occupier of the Premises in relation to such Conducting Media boundary structure or other thing

### **3.5 Electricity Gas and Other Services Consumed**

To pay to the suppliers and to indemnify the Landlord against all charges for all Utilities consumed or used at or in relation to the Premises including all equipment rents and connection charges

### **3.6 Repair**

- (1) To repair and keep in good and substantial repair decorative order and condition the Premises including any works carried out in contemplation of this lease except damage caused by an Insured Risk other than where and to the extent that the insurance money or any part of the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority
- (2) To replace from time to time the Landlord's fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term with new fixtures and fittings of similar type and of no less quality
- (3) To replace any cracked or broken windows at the Premises
- (4) To keep the Premises in a clean and tidy condition and to clean the interior and exterior of the windows in the Premises as often as necessary
- (5) To keep all landscaped areas at the Premises properly cultivated

### **3.7 Decoration**

- (1) In every third year of the Term and in the last six months of the Term to redecorate the exterior of the Premises and in every fifth year of the Term and in the last three months of the Term to redecorate the interior of the Premises in both instances in a

good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Landlord

- (2) To obtain the Landlord's approval (such approval not to be unreasonably withheld or delayed) to any change in the colour or decorative style on each redecoration of the exterior of the Premises and to the colour patterns or manner of redecoration of the interior of the Premises in the last three months of the Term

### **3.8 Machinery and Equipment**

- (1) To keep all machinery and electrical installations in the Premises or serving the Premises and under the control of the Tenant in good working order properly and regularly serviced and when necessary renewed or replaced by qualified persons
- (2) Not to install or use on the Premises any equipment or apparatus which causes damage to the Premises or any adjoining property

### **3.9 Alterations and Additions**

- 3.9.1 Not to erect or place any new or additional building or structure on the Premises including any temporary or moveable building nor unite the Premises with any Adjoining Property
- 3.9.2 Not to make any addition or alteration to the Premises or remove any part of the Premises or make any change to the existing design or appearance of the Premises apart from an alteration to the interior structure of the Premises which does not affect any load bearing part of the Premises or the roof foundations or the exterior of the Premises
- 3.9.3 Not to make any addition or alteration permitted under clause 3.9.2 unless:
  - (1) the prior consent of the Landlord has been obtained (such consent not to be unreasonably withheld or delayed) subject to such conditions as the Landlord shall require
  - (2) the Landlord has been supplied with and approved (such approval not to be unreasonably withheld or delayed) drawings and where appropriate a specification prepared by an architect or some other properly qualified person who shall supervise the works throughout to completion

- (3) all necessary consents of any competent authority have been obtained and are complied with
- (4) the Tenant has entered into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterations
- (5) where the Landlord reasonably requires in the case of work of a substantial nature adequate security has been provided in the form of a deposit of money or a bond as assurance to the Landlord sufficient to enable the Landlord to complete the works or reinstate the Premises if the Tenant commences but does not complete the works within a reasonable time
- (6) before commencing the works the Tenant has given notice to the Landlord and to the insurers of the Premises of its intention to carry them out and pays any increased or extra insurance premium payable in consequence of their execution

3.9.4 To carry out such permitted works in strict accordance with the documents approved by the Landlord and under the supervision and to the reasonable satisfaction of the Landlord's Surveyor

3.9.5 To carry out such permitted works with all reasonable speed in a good and workmanlike manner using appropriate and good quality materials in compliance with all statutory and other necessary consents all statutory and other relevant requirement and to the satisfaction of all competent authorities

3.9.6 To carry out such permitted works with the least possible inconvenience or annoyance to the owners and occupiers of any Adjoining Property and forthwith make good all damage arising out or incidental to their execution

3.9.7 In so far as they involve alterations or additions to the electrical installations in the Premises to carry out such permitted works in accordance with the terms and conditions laid down by the Institution of Electrical Engineers current at the time

3.9.8 To indemnify the Landlord against all losses arising from:-

- (1) any failure by the Tenant to obtain any statutory or other necessary consents for the works

(2) any failure to comply with the terms of such consents or the provisions of building regulations or any statute relating to the works or the requirements of any competent authorities

(3) the carrying out the works

3.9.9 Immediately upon completion of the works to notify the Landlord and as soon as practicable deliver to the Landlord as built plans and specifications of the works

3.9.10 Not to connect with install replace alter amend or remove any Conducting Media serving the Premises unless the Tenant has obtained the approval of the relevant competent authority and the consent of the Landlord (such consent not to be unreasonably withheld or delayed) and to carry out such work only in accordance with the plans and specifications approved by the authority and the Landlord

3.9.11 Not to erect any aerial mast pole satellite dish or similar apparatus on the Premises without the Landlord's prior consent (such consent not to be unreasonably withheld or delayed)

### **3.10 Trading Outside Premises**

3.10.1 Not to carry on any trade or business on the road or other area outside the Premises

3.10.2 Not to display or place outside the Premises any literature written material stand or other information or goods

### **3.11 Rubbish Refuse Obstruction**

3.11.1 To keep any open area free of litter waste and refuse and not to store or deposit any rubbish or refuse at or outside the Premises except in proper receptacles and whilst awaiting collection

3.11.2 Not to park or keep any caravans trailers crates boxes materials equipment or any other unsightly items on any open area

3.11.3 Not do anything which causes any road drive footpath forecourt or churchyard adjoining the Premises to become littered dirty or untidy

3.11.4 Not to cause any obstruction to any road drive footpath or other access serving the Premises

### **3.12 Signs and Advertisements**

3.12.1 Not to place or display on the exterior of the Premises or on the windows of the Premises or inside the Premises so as to be visible from the outside of the Premises any notice sign sticker nameplate board or advertisement except a suitable sign showing the Tenant's trading name and business of a size and kind first approved by the Landlord at a position on the outside of the Premises or elsewhere on the Premises to be specified in writing by the Landlord

3.12.2 If any name writing notice sign placard poster sticker or advertisement shall be displayed in breach of these provisions the Tenant shall permit the Landlord to enter the Premises and remove them and the Tenant shall pay to the Landlord on demand the expense of doing so

3.12.3 Not to install any external lighting without the Landlord's approval (such approval not to be unreasonably withheld or delayed) nor to use or display any flashing lights or flashing or moving sign at the Premises which may be visible outside the Premises

### **3.13 Statutory Obligations**

3.13.1 To comply with the requirements of any statute (existing or to be passed) or of any government department local or other authority or court of competent jurisdiction in relation to the Premises or the use to which the Premises are put whether or not such requirements are imposed on the lessor lessee or the occupier or any other person

3.13.2 Not to do or omit to do in or near the Premises any act or thing by reason of which the Landlord may under any enactment incur or become liable to any penalty damages compensation costs charges or expenses

### **3.14 Access of Landlord and Notice to Repair**

3.14.1 To permit the Landlord:

- (1) to enter (and if necessary to break and enter) the Premises to ascertain whether the provisions of this lease have been observed and performed

- (2) to view (and to open up floors and ceilings where the same is required in order to view) the state of repair and condition of the Premises and
- (3) to give to the Tenant (or leave on the Premises) a notice specifying any repairs cleaning maintenance decoration or other work that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant to execute such work and remedy the breaches immediately

3.14.2 Immediately to remedy the breaches and carry out the repairs cleaning maintenance decoration or other work to the Premises as required by such notice

3.14.3 If within one month of the service of such notice (or sooner in emergency) the Tenant has not commenced and then continued diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable time to permit the Landlord to enter (or if necessary break and enter) the Premises to execute the work needed to comply with the notice and to pay to the Landlord the cost of doing so and all expenses incurred by the Landlord in contemplation of or in connection with the notice and the work within seven days of a written demand together with interest at the Interest Rate from the date of demand until the date of payment by the Tenant

3.14.4 In addition to permit the Landlord to enter (and if necessary break and enter) the Premises:

- (1) to inspect and carry out works of construction replacement addition alteration maintenance or repair to Adjoining Property or to Conducting Media serving the Premises or Adjoining Property
- (2) to comply with its obligations under this lease
- (3) for the purpose of valuing or disposing of any interest of the Landlord
- (4) to exercise any of the rights excepted and reserved under this Lease
- (5) to take schedules of repair and inventories of fixtures and fittings plant and machinery
- (6) for any other purpose connected with the interest of the Landlord in the Premises



3.14.5 The exercise of rights pursuant to clauses 3.14.1 and 3.14.4 shall be subject to the proviso that:

- (1) save in case of emergency the Landlord shall give to the Tenant not less than 3 working days prior written notice of such entry and
- (2) the Landlord shall cause as little damage and disturbance to the Premises as reasonably practicable and shall make good all damage caused to the Premises

### **3.15 Alienation**

3.15.1 Unless otherwise permitted under the subsequent provisions of this clause not to:

- (1) hold the Premises expressly or impliedly on trust for another person
- (2) part with the possession of the Premises
- (3) permit another to occupy the Premises
- (4) share possession or occupation of the Premises with another person

3.15.2 Not to assign the whole of the Premises without first:-

- (1) obtaining the prior consent in writing of the Landlord which shall not be unreasonably withheld or delayed
- (2) satisfying the circumstances specified for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 and set out in clause 3.15.3 below and
- (3) complying with the conditions specified for the purposes of section 19(1A) of the Landlord and Tenant Act 1927

3.15.3 The circumstances referred to in clause 3.15.2(2) are that:

- (1) all sums due from the Tenant under this lease have been paid at the date of the application for the licence to assign
- (2) in the Landlord's reasonable opinion there are at the date of the application for the licence to assign no material outstanding breaches of any tenant covenant under this lease or any personal covenants undertaken by the Tenant

- (3) in the Landlord's reasonable opinion the assignee is a person who is at the date of the application for licence to assign no less likely than the Tenant was at the date on which this lease was assigned or granted to the Tenant to be able to comply with the tenant covenants of this lease and is likely to continue to be such a person following the assignment; and

3.15.4 Prior to any permitted underletting to procure that the underlessee enters into direct covenants with the Landlord as follows:

- (1) to observe and perform all the Tenant's covenants and all other provisions of this lease other than the payment of rents
- (2) an unqualified covenant by the underlessee against all dispositions of or other dealings whatever with the Premises other than an assignment or charge of the whole of the Premises
- (3) a covenant by the underlessee not to assign or charge the whole of the Premises without obtaining the prior consent of the Landlord under this lease (which consent shall not be unreasonably withheld or delayed)

3.15.5 To ensure that each and every permitted underlease is granted without any premium at a rent no lower than the then open market rental value of the Premises or the Rent then being paid (whichever shall be the greater) such rent being payable in advance on the Rent Payment Days and shall contain provisions:

- (1) prohibiting the underlessee from doing or allowing any act or thing in relation to the underlet premises inconsistent with or in breach of the provisions of this lease
- (2) for re-entry by the underlessor on breach of any covenant by the underlessee
- (3) imposing an absolute prohibition against underletting holding on trust parting with or sharing the possession or occupation of the underlet premises and all dispositions of or other dealings with the underlet premises other than an assignment or charge of the whole
- (4) prohibiting any assignment or charge of part only of the underlet premises without the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

- (5) imposing in relation to any permitted assignment the same provisions for direct covenants and registration with the Landlord as are contained in this lease in relation to dispositions by the Tenant

**3.15.6** In relation to any permitted underlease:

- (1) To enforce the performance and observance by every underlessee of the provisions of the underlease and not at any time either expressly or by implication to waive any breach of the conditions or covenants on the part of the underlessee nor without the prior consent of the Landlord (which shall not be unreasonably withheld or delayed) to vary the terms or accept a surrender of any underlease
- (2) To procure that the rent is reviewed in accordance with the terms of the underlease (if any)

**3.16** **Registration and production of Documents**

**3.16.1** Within 21 days of any assignment charge underlease or sub-underlease or any transmission or other devolution relating to the Premises or any part thereof to produce for registration with the Landlord's Solicitor the said deed or document or a certified copy of it and to pay the Landlord's Solicitor's reasonable charges (being not less than £30 plus VAT) for the registration of every such document

**3.16.2** If the Landlord so requests the Tenant shall provide the Landlord with details of all underleases licences agreements or other documents relating to this lease or any interest deriving from it (whether or not immediate) or to the Premises or parts of them and including any details required by the Landlord pursuant to Section 40 of the 1954 Act together with certified copies of those documents including details of the occupiers and rents or other income passing and such further information as the Landlord may require and together also with complete copies of any notices given pursuant to Section 25 of the 1954 Act by the Tenant to any sub tenant and any notices received by the Tenant from any sub tenant pursuant to Section 26 of the 1954 Act

**3.17** **User**

**3.17.1** Not to use the Premises other than for the Permitted User or for such other use which the Landlord shall from time to time approve (such approval not to be unreasonably

withheld or delayed) provided that where the Landlord gives approval for a change of use under this clause such use shall thereafter be deemed to be the Permitted User and this lease shall be read and construed accordingly

3.17.2 Not to use the Premises for:

- (1) any public meeting
- (2) any harmful objectionable dangerous noisy or offensive trade or business
- (3) any illegal or immoral activity
- (4) holding any sale by auction without the Landlord's consent which shall not be unreasonably withheld or delayed
- (5) for the sale of pornographic publications or as a sex shop
- (6) for the purposes of gambling

3.17.3 Not to sleep or allow any person to sleep on the Premises nor keep any animal on the Premises

**3.18 Overloading**

3.18.1 Not to overload the floors or the structure of the Premises nor to fix on to or suspend from the walls ceilings stanchions or structure of the Premises any excessive weight

3.18.2 Not to bring or permit to remain on the Premises any machinery goods or articles or do anything else which may subject the Premises to any strain beyond which the Premises are designed to bear (allowing due margin for safety) or which may damage the Premises

**3.19 Nuisance Dangerous Materials and Noise**

3.19.1 Not to do or allow to remain on the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or its tenants or the occupiers of any Adjoining Property

3.19.2 Not to store or bring onto the Premises any article substance or liquid of a dangerous explosive radioactive specially combustible or inflammable or dangerous nature

3.19.3 Not to play or use at the Premises any apparatus instrument or equipment that produces sound audible outside the Premises

**3.20 Conducting Media**

3.20.1 Not to discharge into any Conducting Media serving the Premises:

- (1) any poisonous explosive radioactive or other deleterious matter
- (2) any substance which may cause an obstruction or become a source of damage or injury to the Conducting Media
- (3) Not to overload or use beyond their capacity any Conducting Media serving the Premises

**3.21 Occupation**

3.21.1 Not to cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than one month without:

- (1) notifying the Landlord and
- (2) providing such caretaking or security arrangements as the Landlord shall reasonably require or the insurers shall require in order to protect the Premises from vandalism damage or unlawful occupation

**3.22 Planning Acts**

3.22.1 Not to commit any breach of Planning Control and to observe and comply with the provisions and requirements of the Planning Acts in relation to the Premises

3.22.2 Not to make any application under the Planning Acts in relation to the Premises without the prior consent of the Landlord and then only in a form previously approved by the Landlord (which consent and approval shall not be unreasonably withheld or delayed)

3.22.3 At the expense of the Tenant to obtain and if appropriate renew all planning permissions and other consents required under the Planning Acts and to serve any requisite notices for the carrying out of any operations or the commencement or continuance of any use on the Premises which may constitute Development

- 3.22.4 The Tenant shall indemnify the Landlord against any charges payable in respect of any application for planning permission and/or payable in respect of legal or other professional fees and expenses in connection with such permission
- 3.22.5 The Tenant shall indemnify the Landlord against any sum payable in consequence of any planning permission involving the change of use of the Premises
- 3.22.6 To supply to the Landlord copies of all applications notices decisions and other formal communications under the Planning Acts which relate in any way to the Premises immediately
- 3.22.7 Subject only to any statutory direction to the contrary to pay and satisfy any charge that may be imposed under the Planning Acts in respect of the carrying out or maintenance of any Development at the Premises
- 3.22.8 Not to carry out any operations or change of use on the Premises until:
- (1) all necessary notices under the Planning Acts have been served and copies produced to the Landlord
  - (2) all necessary permissions and approvals under the Planning Acts have been obtained and produced to the Landlord
  - (3) the Landlord has given its consent to the implementation of every necessary permission or approval such consent not to be unreasonably withheld or delayed where the interest of the Landlord in the Premises or any Adjoining Property is not likely to be prejudiced by the implementation of such permission or approval
- 3.22.9 In any case where a planning permission is granted subject to conditions the Landlord may before giving consent to its implementation if it is reasonable so to do require the Tenant to provide security for the compliance with those conditions and the Tenant shall not implement the planning permission until such security has been provided to the reasonable satisfaction of the Landlord
- 3.22.10 If reasonably required by the Landlord to appeal against any refusal of planning permission or the imposition of any conditions in a planning permission following an application by the Tenant made within five years of the end of the term hereby granted

3.22.11 The Tenant shall not carry out any operations or change of use on the Premises until the Landlord has acknowledged (which shall be given without delay) that every necessary planning permission is acceptable to it without prejudice to the generality of its discretion the Landlord shall be entitled to refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the reasonable opinion of the Landlord be (or be likely to be) prejudicial to the Landlord's interest in the Premises whether during or after the termination of the Term

### **3.23 Landlord's Costs**

3.23.1 To pay to the Landlord on an indemnity basis all proper costs fees charges disbursements and expenses reasonably incurred by the Landlord in connection with incidental to consequent upon or (where appropriate) in contemplation of:

- (1) every application made by the Tenant for a consent or approval required or made necessary by the provisions of this lease whether it is granted refused offered subject to qualifications or the application is withdrawn
- (2) the preparation and service of a notice under the provisions of this lease or under Section 146 of the Law of Property Act 1925 or proceedings under sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the court
- (3) the recovery or attempted recovery of arrears of Rent or other sums due from the Tenant
- (4) the enforcement of any covenant or obligation of the Tenant under this lease
- (5) abating a nuisance which the Tenant fails to abate
- (6) the preparation and service of a schedule of dilapidations to be served during or after the expiration of the Term

### **3.24 Notices**

3.24.1 To produce to the Landlord a copy of any notice direction order or proposal given or issued to the Tenant or served on the Premises by any government department local or

other authority or court of competent jurisdiction within 7 working days of receipt and if so required to produce the original document to the Landlord

3.24.2 Without delay to take all necessary steps to comply with the notice direction or order (unless required by the Landlord not to do so)

3.24.3 At the request of the Landlord (and at the joint cost of the Tenant and the Landlord) to make or join with the Landlord in making any reasonable objection to or representations against the notice direction order or proposal as the Landlord requires

### **3.25 Plans Documents and Information**

3.25.1 To produce to the Landlord all plans documents and other evidence as the Landlord may reasonably require in order to satisfy the Landlord that the provisions of this lease have been complied with and such information as the Landlord may reasonably require following any application to the Landlord under this lease

### **3.26 Defective Premises**

3.26.1 As soon as the Tenant becomes aware or ought reasonably to become aware to give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or duty on or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise

3.26.2 At all times to display and maintain all notices in relation to my defect in the Premises which the Landlord may from time to time reasonably require to be displayed at the Premises

### **3.27 Indemnities**

3.27.1 To be responsible for and to keep the Landlord fully indemnified against all losses arising directly or indirectly out of or otherwise connected with:

- (1) the use and occupation of the Premises
- (2) the state of repair and condition of the Premises



- (3) any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority
- (4) any breach or non observance by the Tenant of the covenants conditions or other provisions of this lease

### **3.28 Re-letting Boards**

To permit the Landlord at any time during the last six months of the Term and at any time after the expiry of the Term (or sooner if the Rent or any part thereof shall be in arrear and unpaid for upwards of one calendar month) to fix and retain upon any part of the Premises a notice for re-letting the same and during such period to permit persons with written authority of the Landlord or its agent to view the Premises at all reasonable hours

### **3.29 Sale of Reversion etc**

To permit on reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlords reversion or of any interest superior to the Term to view the Premises without interruption providing they are authorised by the Landlord or its agents

### **3.30 Rights of Light and Encroachments**

- 3.30.1 Not to stop-up darken or obstruct any windows or lights of the Premises
- 3.30.2 Not to permit and take all measures to prevent any new easement or encroachment being made or acquired over or against the Premises
- 3.30.3 To give immediate notice to the Landlord if any easement or encroachment is attempted to be made or acquired against the Premises and at the request of the Landlord to adopt such reasonable means as shall be required to prevent the acquisition of any such easement or such encroachment

### **3.31 Yield Up**

- 3.31.1 At the expiry of the Term:

- (1) to yield up the Premises decorated repaired and otherwise in accordance with the terms of this lease
- (2) to give up all keys of the Premises to the Landlord
- (3) to remove all the Tenant's fixtures and fittings at the Premises (if requested so to do by the Landlord) and all lettering and signs erected by the Tenant in upon or near the Premises and promptly to make good any damage caused by the removal

3.31.2 If at the expiry of the Term the Premises are not in the state of repair and decoration in which they should be having regard to the Tenant's covenants and conditions contained in this lease the Tenant shall (if so required by the Landlord) pay to the Landlord on demand by way of liquidated damages:

- (1) such sum as shall be certified by the Landlord's Surveyor to represent in his opinion:
  - (a) the cost of putting the Premises into the state of repair and decoration in which they should have been had the Tenant complied with the terms of this lease and
  - (b) the Rent at the rate prevailing at the expiry of the Term that would have been payable under this lease if the Term had been extended for such period as is reasonably necessary to put the Premises into the state of repair and decoration in which they should have been
- (2) the fees of the Landlord's Surveyor for the preparation and service of a Schedule of Dilapidations and the preparation and issue of such certificate

### **3.32 Interest on Arrears**

3.32.1 Without prejudice to any other remedies of the Landlord if the Tenant fails to pay the Rent or any other sum due under this lease on the due date whether formally demanded or not the Tenant shall pay to the Landlord on demand interest at the Interest Rate on the Rent or other sum from the date when it was due to the date on which it is paid and such interest shall be deemed to be rent due to the Landlord

3.32.2 Nothing in this clause shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this lease after the date upon which it falls due or in any way prejudice the rights of the Landlord in relation to the non-payment

3.32.3 If the Landlord shall decline to accept any Rent or other rents so as not to waive any existing breach or alleged breach of covenant the Tenant shall pay interest to the Landlord from and including the date on which payment of such rent was due to the date it is accepted by the Landlord and such interest shall be deemed to be rent due to the Landlord

### **3.33 Landlord's Rights**

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to the Landlord by virtue of the provisions of this lease

### **3.34 Taxation**

Not to do on or in relation to the Premises any act or thing (other than the payment of the rents) which shall render the Landlord liable for any tax levy charge or other fiscal imposition of whatever nature

## **4 INSURANCE**

4.1 The Tenant warrants that prior to the execution of this lease it has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Tenant (or any director or other officer of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue insurance of the Premises against any of the Insured Risks

4.2 The Tenant covenants with the Landlord:

(1) From the commencement of this lease to:

(a) insure and keep insured the Premises against the Insured Risks in the joint names of the Landlord and the Tenant with a reputable insurance company or underwriter first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) for the full cost of reinstatement (including

all ancillary costs and VAT) with an appropriate allowance for inflation against loss or damage by the Insured Risks and to pay all premiums and sums of money necessary for that purpose

- (b) when reasonably required to do so to produce to the Landlord the policy or policies of such insurance and the receipt for the premium or premiums payable in respect of the same
  - (c) to cause all monies received by virtue of such insurance to be laid out in reinstating the Premises and in the event that such monies shall be insufficient to make good the deficiency out of his own monies
  - (d) in the event that the Tenant shall at any time fail to insure or keep insured the Premises as aforesaid the Landlord may do all things necessary to effect or maintain such insurance and any monies expended by the Landlord for that purpose shall be repayable by the Tenant to the Landlord on demand
- (2) To comply with all the requirements and recommendations of the insurers of the Premises and the fire authority including without limitation the fire certificate for the Premises
  - (3) Not to do or omit to do anything that could cause any policy of insurance on the Premises to become void or voidable in whole or in part
  - (4) To keep the Premises supplied with such fire fighting equipment and alarm and warning systems as the insurers and the fire authority may require and to maintain such equipment and systems in good working order
  - (5) Not to obstruct the access to any fire equipment or the means of escape from the Premises
  - (6) To give immediate notice to the Landlord of any event which might affect any insurance policy relating to the Premises or which may give rise to or affect a claim under such a policy
  - (7) To inform the Landlord in writing immediately of any event or matter likely to affect the decision of any insurer to grant or to continue the insurance of the Premises

(8) To pay to the Landlord on demand an amount equal to any sums which the Landlord is unable to recover under the policy of insurance effected by the Tenant pursuant to its obligations contained in this lease on damage or destruction by an Insured Risk by reason of:

- (a) any act default or omission of the Tenant or anyone at the Premises with the Tenant's authority
- (b) a condition of the policy
- (c) any excess or other obligation in the policy whereby the insured bears part of an insured loss

#### 4.3 Reinstatement

4.3.1 In the event of any damage to the Premises by any of the Insured Risks the Tenant shall use all reasonable endeavours to obtain all planning permissions and other consents or licences that may be required to enable the Tenant to rebuild or reinstate (the Permissions)

4.3.2 Subject to the following provisions of this clause the Tenant shall as soon as all Permissions have been obtained (or immediately where no Permissions are required) apply all monies received by the Tenant in respect of the insurance of the Premises in making good the loss or damage

4.3.3 In rebuilding or reinstating the Premises the Tenant may make any modifications which are:

- (1) necessary to comply with the Permissions
- (2) adopted to reflect contemporary building practice
- (3) reasonably required by the Landlord

4.3.4 In this clause a Supervening Event shall mean any of the following:

- (1) failure by the Tenant to obtain the Permissions despite using all reasonable endeavours

- (2) grant of the Permissions subject to some lawful condition with which it would be unreasonable to expect the Tenant to comply
- (3) the Tenant being requested as a pre-condition to obtaining a Permission to enter an agreement which would contain conditions with which it would be unreasonable to expect the Tenant to comply
- (4) some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or only undertaken at a cost which is unreasonable in all the circumstances
- (5) prevention of the reinstatement by act of God war government action strike or lockout
- (6) any other circumstance that prevents reinstatement and that is beyond the control of the Tenant

4.3.5 The Tenant need not reinstate or rebuild the Premises while prevented by a Supervening Event

4.3.6 If the Premises have not been reinstated or rebuilt within 3 years from the date of the damage so that the Premises are fit for occupation and use either party may determine this lease by giving notice in writing to the other party served at any time within 6 months of the expiry of such 3 year period

4.3.7 Upon service of any notice to determine this lease in accordance with clause 4.3.6

- (1) the Term will come to an end but without prejudice to any right that either party may have against the other including without limitation any right that the Tenant may have for breach by the Landlord of the provisions of this clause
- (2) all monies received in respect of the insurance of the Premises effected by the Tenant shall belong to the Tenant

## 5 LANDLORD'S COVENANT

THE LANDLORD COVENANTS with the Tenant to permit the Tenant to hold the Premises peaceably and without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

**6 PROVISOS**

**6.1 Re-entry**

6.1.1 If at any time during the Term:

- (1) the rents (or any of them or any part of them) shall be in arrear and unpaid for 28 days after becoming payable (whether formally demanded or not)
- (2) there shall be any breach non-performance or non-observance by the Tenant of any of the covenants and conditions contained in this lease

the Landlord may at any time (and even if any previous right of re-entry has been waived) re-enter the Premises or any part of them in the name of the whole and then the Term shall absolutely cease but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach (including the breach in relation to which re-entry is made) of any of the covenants and conditions contained in this lease

**6.2 Disputes with Adjoining Occupiers**

If any dispute arises between the Tenant and the lessees tenants or occupiers of any Adjoining Property owned by the Landlord as to any easement right or privilege in connection with the use of the Premises and any Adjoining Property or as to the party or other walls separating the Premises from any Adjoining Property or as to the amount of any contribution towards the expenses or services used in common with any other property it shall be decided by the Landlord's Surveyor acting as an expert and not as an arbitrator whose decision shall be final and binding on the parties to any such dispute (save in the case of manifest error)

**6.3 Effect of Waiver**

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocably or irrevocably a similar covenant or similar covenants affecting any Adjoining Property

**6.4 Rights Easements etc**

The operation of Section 62 of the Law of Property Act 1925 and the rule of implied grant known as the rule in Wheeldon v Burrows and any other rule of similar effect shall be excluded from this lease and the only rights granted to the Tenant are those expressly set out in this lease and the Tenant shall not by virtue of this lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled by any means whatsoever to any easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord and not comprised in this lease

**6.5 Party Walls**

The walls and fences that divide the Premises from any Adjoining Property owned by the Landlord shall be deemed to be party walls within the meaning of section 38 of the Law of Property Act 1925 and shall be maintained accordingly

**6.6 Exclusion of Use Warranty**

Nothing in this lease nor in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts or otherwise for use for any specific purpose

**6.7 Accidents**

The Landlord shall not be responsible to the Tenant or to anyone at the Premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises

**6.8 Representations**

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease



## **6.9 Licences etc Under Hand**

If the Landlord is a limited company or other corporate body all licences consents approvals and notices required or permitted to be given by the Landlord shall be sufficiently given if given under the hand of a director secretary or other duly authorised officer of the Landlord on behalf of the Landlord

## **6.10 Covenants relating to Adjoining Property**

Nothing contained in or implied by this lease shall give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of Adjoining Property nor any property not comprised in this lease

## **6.11 Tenant's Property**

6.11.1 If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Landlord to do so or if after using all reasonable endeavours the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt so made by the Landlord:

- (1) the Landlord may as the agent of the Tenant (and the Landlord is irrevocably appointed by the Tenant to act as such) sell such property without liability for loss or damage and hold the proceeds of sale (after deducting any moneys due or owing to the Landlord from the Tenant and the cost and expense of removal storage and sale including a reasonable charge if such property is stored in the premises of the Landlord pending sale) to the order of the Tenant without liability for interest thereon
- (2) the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant
- (3) if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain the said proceeds of sale absolutely unless the

Tenant shall claim the same within six months of the date upon which the Tenant vacated the Premises

- (4) the Tenant shall indemnify the Landlord against any damage occasioned to the Premises or any Adjoining Property and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

#### **6.12 Service of Notices**

The provisions of Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

- (1) the final words of Section 196 (4) ... and that service ... be delivered shall be deleted and there shall be substituted ... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted Working Day meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday or any statutory public holiday
- (2) any notice or document shall also be sufficiently served if sent by telex or by facsimile transmission or other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4 p.m. on a Working Day but otherwise on the next following Working Day but if the sender knows or ought reasonably to know that the transmission has failed or is incomplete service is not effected until the transmission is properly completed

#### **6.13 Arbitration**

- (1) If any dispute or difference arises between the parties as to the construction of this lease the rights duties or obligations of the parties under this lease or as to any other matters in any way arising out of or connected with this lease (except where the same relate to forfeiture of this lease or relief from forfeiture or matters related thereto or where the means of resolving such dispute is expressly referred to in this

lease) it shall be referred to an arbitrator and the arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1996

- (2) The arbitrator will be appointed either by agreement between the parties or in default of agreement within fourteen days of one party giving notice to the other of its nomination or nominations by the President for the time being of the Royal Institution of Chartered Surveyors or the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf

#### **6.14 Duration of Landlord's Covenants**

The Landlord's obligations under this lease shall be limited to the period for which the reversion immediately expectant on the determination of the Term is vested in the Landlord

#### **7 CERTIFICATE FOR STAMP DUTY**

The parties hereby certify that:

- (1) there is no agreement for lease to which this lease gives effect
- (2) the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000

#### **8 NEW TENANCY**

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

#### **9 CHARITY CERTIFICATE**

9.1 The Premises is held by the Landlord which is a non-exempt charity and this Lease is not a disposition falling within paragraphs (1) (b) or (c) of Section 36 (9) of the Charities Act 1993 so the restriction on disposition imposed by Section 36 of that Act applies to the Premises

9.2 The Landlord as trustee on behalf of the charity certifies that it has the power under the trusts of the charity to grant the Lease effecting this disposition and that they have

complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable  
to it

EXECUTED as a Deed but not delivered until the date which appears at the head of this  
document

## **Schedule 1**

### **The Premises**

The Premises means all that property shortly described in Clause 1.14 and for the purpose of identification only shown hatched black on the Plan including without limitation:

- (1) all additions and improvements to the Premises
- (2) all the Landlord's fixtures and fittings and all fittings plant machinery apparatus equipment of every kind which shall from time to time be in or upon the Premises whether originally affixed or fastened to or upon the same except any such fittings installed by the Tenant which can be removed without defacing the same
- (3) all Conducting Media that exclusively serve and belong to the Premises
- (4) all boundary walls fences and hedges belonging to the Premises
- (5) the structure of the building including the roofs foundations external walls structural frames internal load-bearing walls columns beams joists girders stanchions floor slabs cladding and all glass in it

## Schedule 2

### Rights Granted

- 1 Subject to paying a fair and proper proportion of the cost of keeping the same in good repair to the reasonable satisfaction of the parochial church council of the parish within the area of which the Premises is for the time being situated:
  - (1) A right of way with or without vehicles over and along the existing pathways in the Churchyard
  - (2) The right to the passage of water soil gas electricity and telecommunication services (if any) through any Conducting Media now laid or to be laid upon under or above the said Churchyard within the period of 80 years from the 12 July 2000 (which shall be the perpetuity period applicable to this lease)
- 2 The right (upon reasonable prior notice in writing to the Landlord and the parochial church council) to enter with or without vehicles equipment and apparatus upon such parts of the Churchyard as may be necessary for the purpose of inspecting repairing and maintaining the Premises or any Conducting Media subject to the person exercising such right causing as little damage as possible to the said Churchyard or any graves tombstones monuments and memorials thereon and subject to the Tenant making good any damage so caused to the reasonable satisfaction of the parochial church council or other person for the time being responsible for the care and maintenance of the said Churchyard
- 3 All rights and easements in common with all others entitled to the like rights over land (other than the Churchyard) appertaining or reputed to appertain to the Premises

## Schedule 3

### Rights Reserved

1      **Conduits**

The right to the free and uninterrupted passage and running of Utilities from and to any Adjoining Property in and through the Conducting Media which now are or may hereafter during the Term be in or on the Premises

2      **Construction**

The right to construct and to maintain in or on the Premises at any time during the Term any Conducting Media or Utilities for the sole benefit of any Adjoining Property

3      **Access**

The right at any time during the Term at reasonable times and upon reasonable notice except in cases of emergency to enter (or in case of emergency to break and enter) the Premises to:

- (1) inspect cleanse connect lay repair remove relay replace with others alter or execute any works whatever to or in connection with the Conducting Media or the Utilities referred to in paragraphs 1 and 2 of this Schedule
- (2) view the state and condition of and repair any Adjoining Property where such viewing or work would not otherwise be reasonably practicable
- (3) carry out work or do anything whatsoever comprised within the Landlord's obligations in this lease whether or not the Tenant is liable to make a contribution
- (4) take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term
- (5) exercise any of the rights granted to the Landlord by this lease

Such access to be exercised with the minimum disturbance to the Tenant and making good any damage occasioned thereby

**4 Scaffolding**

The right to erect scaffolding upon reasonable notice to the Tenant for the purpose of repairing or cleaning any buildings now or hereafter during the Term on any Adjoining Property notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Premises provided that such scaffolding shall not remain on or attached to the Premises for any period longer than may be necessary to effect such repairs or cleaning

**5 Support Light Shelter**

The rights of light air support shelter and all other easements and rights now or hereafter belonging to or enjoyed by any Adjoining Property

**6 Light**

Full right and liberty at any time hereafter:

- (1) to alter raise the height of or re-build any building on any Adjoining Property
- (2) to erect any new buildings of any height on any Adjoining Property

in such manner as it shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises

**7 Tie into Premises**

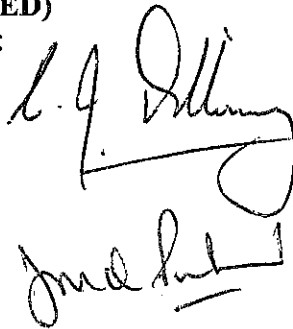
The right to build on or into any boundary or party wall of the Premises and after giving reasonable prior written notice to enter the Premises to place and lay in under or upon the same such footings for any intended party wall or party structure with the foundations thereof as the Landlord shall reasonably think necessary and for such purpose to excavate with due expedition the Premises along the line of the junction between the Premises and the Adjoining Property and also to keep and maintain the said footings and foundations and on completion of the work the Landlord or the person exercising this right shall make good without delay any damage thereby caused to the Premises



PROVIDED THAT any rights or easements excepted and reserved in this Schedule over anything which is not in being at the date of this lease shall be effective only in relation to any such thing which comes into being before the expiry of the Perpetuity Period

SEALED with the COMMON SEAL of )  
THE CHICHESTER DIOCESAN FUND )  
AND BOARD OF FINANCE )  
(INCORPORATED)

in the presence of:

The image shows two handwritten signatures in black ink. The top signature is written in a cursive style and appears to be 'L. J. Dillingham'. The bottom signature is also in cursive and appears to be 'James Dillingham'. Both signatures are written over a horizontal line.

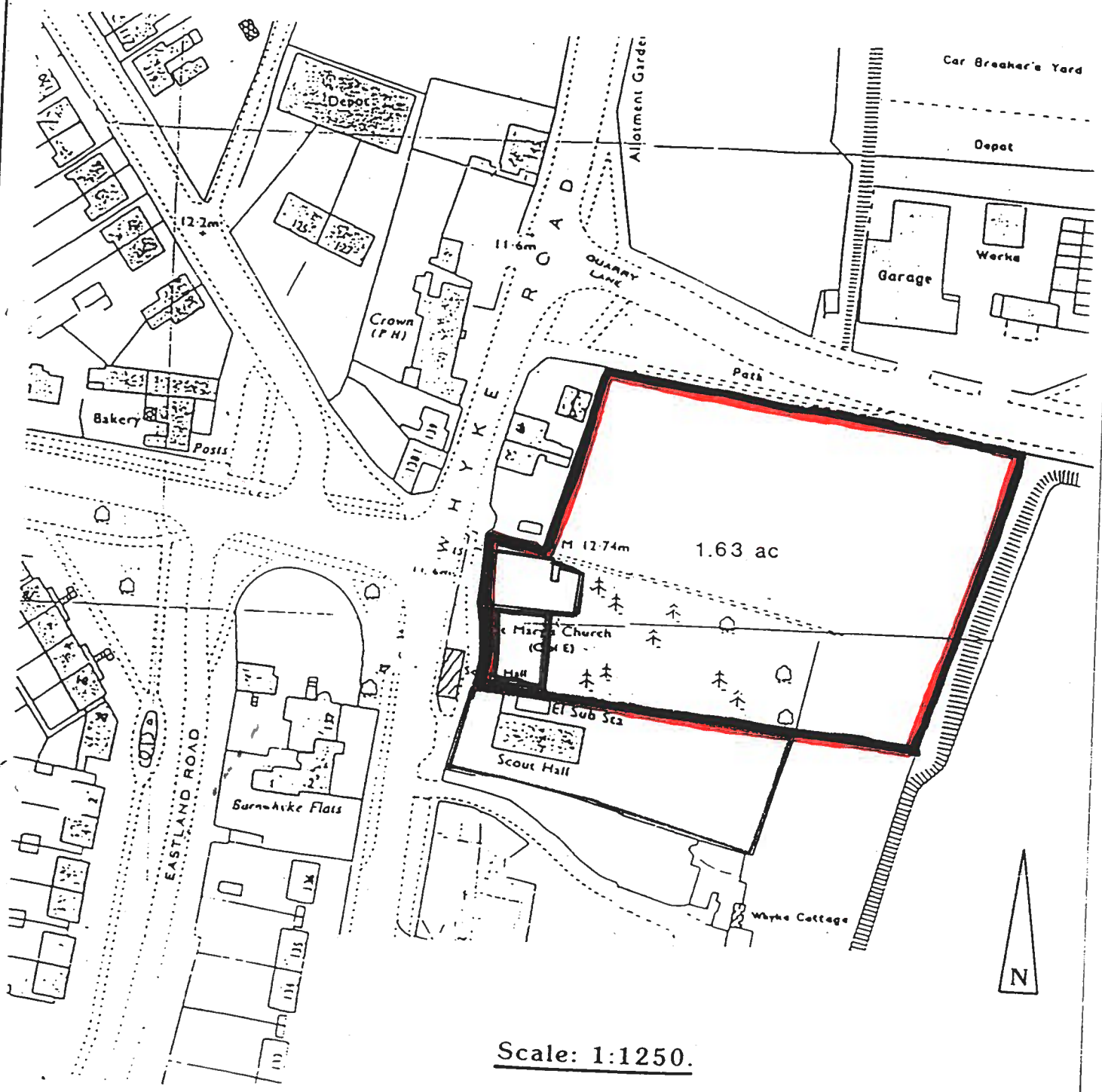
Chairman

Secretary

**WHYKE ST. GEORGE WITH RUMBOLDSWHYKE  
AND PORTFIELD ALL SAINTS.**

Dio: Chichester.

Church of St. Mary, Rumboldswyke.



Scale: 1:1250.



CHICHESTER DISTRICT COUNCIL

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

Applicant Details:

Hanslip & Co Ltd Simon Dyson  
 The Old Church  
 Whyke Road  
 Chichester PO19 8HA

In pursuance of their powers under the above mentioned Act and Orders, the Council hereby notifies you that they **PERMIT** the following development, that is to say:

**Change of use of from (B1) Office to Residential Use as a single dwelling.  
 The Old Church Whyke Road Chichester PO19 8HA**

to be carried out in accordance with your application CC/21/03421/FUL submitted to the Council on 20 December 2021 and as modified by any relevant under mentioned conditions and subject to compliance with all conditions specified hereunder:

**Time limits and implementations conditions:**

1) The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2) The development hereby permitted shall be carried out in accordance with the plans listed below under the heading "Decided Plans"

Reason: For the avoidance of doubt and in the interests of proper planning.

**Conditions requiring Local Planning Authority written approval or to be complied with by developer before occupation:**

3) No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with the submitted floor plans (Plan No. C151-03-11 REV C).

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies.

**Conditions to be compiled with at all times following completion of the development:**

4) There shall be no external lighting within the site other than in accordance with a scheme that shall first have been submitted to and approved in writing by the Local Planning Authority. The lighting scheme for the site will need to take into consideration the presence of bats in the local area and the scheme should minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding. The scheme shall include detailed design of all lights, a plan of their location and the mitigation proposed to avoid light spillage.

Reason: In the interests of protecting biodiversity.

**Decided Plans**

The application has been assessed and the decision is made on the basis of the following plans and documents submitted:

Details	Reference	Version	Date Received	Status
PLAN - LOCATION PLAN	C151-03-00	A	14.07.2023	Approved
PLAN -	C151-03-11	C	23.03.2022	Approved
PLAN -	C151-03-03	C	23.03.2022	Approved
PLAN -	C151-03-04	C	23.03.2022	Approved
PLAN -	C151-03-05	C	23.03.2022	Approved

**Informative(s)**

**1) 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.**

**2) S106**

**This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act, 1990.**

**CIL Informative**

This development is considered chargeable development for the purposes of the Community Infrastructure Regulations 2010 (as amended).

Failure to adhere to the Regulations and commencing work without notifying the Council could forfeit any rights you have to exemptions, payment by instalments and you may also incur fines/surcharges.

Any amendments and variations to this permission may impact on your CIL charge which could result in the loss of your CIL exemption/relief and increase the CIL charge especially if the new permission is retrospective.

Further details can be found on the Council's website:

<http://www.chichester.gov.uk/article/27023/CIL-administration-and-collection>

**Please Note:** The headings to the Conditions are inserted for ease of reference only and shall not affect the interpretation of the Condition(s).

The applicant is reminded that the Council operate a formal procedure for the discharge of conditions. Details of this procedure can be found on the Council's website (<http://www.chichester.gov.uk/planningadvice#planningapplications>) or by telephone (01243 534734).

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The plans the subject of this decision can be viewed on the Council's website [www.chichester.gov.uk](http://www.chichester.gov.uk) quoting the reference number of the application or alternatively by scanning the QR code. For all applications after May 2003, the relevant plans are listed as "Plans-Decided".



Decision Date : 24 October 2023

Signed:



Andrew Frost  
Director of Planning and Environment  
Chichester District Council

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## Are you CIL Liable?

If so, please complete Form 6 using the link below and return to [CIL@chichester.gov.uk](mailto:CIL@chichester.gov.uk) as soon as possible.

[https://ecab.planningportal.co.uk/uploads/1app/forms/form\\_6\\_commencement\\_notice.pdf](https://ecab.planningportal.co.uk/uploads/1app/forms/form_6_commencement_notice.pdf)

## NOTES

### Town and Country Planning Act 1990 Town and Country Planning (Control of Advertisements) Regulations 1992 Town and Country Planning (Trees) Regulations 1999

**Your attention is directed to the following notes. They are for information only and do not pretend to set out the whole of the law on the subject. It would be well for you to consult your solicitor if you are in any doubt.**

1. If the applicant is aggrieved by the decision of the District Planning Authority to refuse permission for the development, or is aggrieved by a condition imposed on a planning permission, he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning

Act 1990 within six months\* from the date of notice or determination giving rise to the appeal. (All appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/04A Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. <https://www.gov.uk/planning-inspectorate>. Advertisements and ELD/PLD appeal forms are available from County House, Portland Square, Bristol; Tree Preservation Order appeals forms are available from Government Office from The Planning Inspectorate, The Environment Appeals Team, Trees and Hedges, Room 3/25 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Email – [environment.appeals@pins.gsi.gov.uk](mailto:environment.appeals@pins.gsi.gov.uk) Telephone – 0303 444 5584. One copy of the appeal form must be submitted to the Director of Planning and the Environment, Chichester District Council, East Pallant House, Chichester, West Sussex PO19 1TY).

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the District Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order.

**\* APPLICANTS SHOULD NOTE THAT THE PERIOD FOR MAKING AN APPEAL IN RESPECT OF HOUSEHOLDER APPLICATIONS (SUFFIX /DOM) IS 12 WEEKS FROM THE DATE OF THIS NOTICE; FOR ADVERTISEMENT APPLICATIONS (SUFFIX /ADV) IT IS 8 WEEKS; AND FOR TREE APPLICATIONS (SUFFIX /TPA) IT IS 28 DAYS.**

2. If permission to develop land is refused or granted subject to conditions, whether by the District Planning Authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the County District in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part V of the Town and Country Planning Act 1990.
3. In certain circumstances a claim may be made against the District Planning Authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in the Town and Country Planning Act 1990.
4. By Section 195 of the Town and Country Planning Act 1990 where an application is made to a District Planning Authority for a Certificate of Lawful Use or Development and is refused in part, the applicant may by notice under this sub-section appeal to the Secretary of State and on any such appeal the Secretary of State shall:
  - (a) if and so far as he is satisfied that the Authority's refusal is not well-founded, grant to the appellant a Certificate of Lawful Use or Development accordingly or, as the case may be, modify the certificate granted by the Authority on the application, and:
  - (b) if and so far as he is satisfied that the Authority's refusal is well-founded, dismiss the appeal.
5. Applicants are advised to consult Regulation (15) of the Advertisements Regulations 1992 regarding appeals in respect of advertisements.
6. Where this notice conveys approval or permission, conditional or unconditional please note that the decision given does not purport to convey any consent or approval which may be required under the Public Health Acts and Building Regulations. Additionally applicants are advised to check the need for notice to be given under the Party Wall etc. Act 1996.

7. Where this notice conveys approval or permission subject to conditions, applicants are reminded that the onus is on them to ensure the conditions have been complied with. Under some circumstances a failure to comply with a condition may result in the whole development being unauthorised.

Just received permission for a new property or development? Please register below for a Royal Mail postal address:-

<https://eforms.chichester.gov.uk/officeforms/application-for-a-new-single-dwelling-or-development.ofml>



THE PLANNING (LISTED BUILDINGS AND BUILDINGS IN  
CONSERVATION AREAS) ACT, 1990  
THE PLANNING (LISTED BUILDINGS AND BUILDINGS IN  
CONSERVATION AREAS) REGULATIONS, 1990

Applicant Details :

Hanslip & Co Ltd Simon Dyson  
The Old Church  
Whyke Road  
Chichester PO19 8HA

In pursuance of their powers under the above mentioned Act and Orders, the Council hereby notify you that they **GRANT** Listed Building consent for the following works:

**Change of use of from (B1) Office se to Residential Use as a single dwelling, various internal alterations including installation of partition walls, installation of kitchen on the ground floor and installation of WC and bathroom facilities on the ground floor and first floor.**

**The Old Church Whyke Road Chichester PO19 8HA**

in accordance with the subject to compliance with the details specified in your plan and application no. CC/21/03422/LBC submitted to the Council on 21 December 2021 subject to compliance with the conditions specified hereunder:

- 1) The works for which Listed Building Consent is hereby granted must be begun not later than the expiration of three years beginning with the date of this consent.

Reason: To comply with Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2) The works hereby permitted shall be carried out in accordance with the plans listed below under the heading "Decided Plans".

Reason: To ensure the works comply with the listed building consent.

- 3) Notwithstanding any details submitted no internal works shall commence until the following details have been submitted to and approved in writing by the Local Planning Authority:



- a) Simple method statement detailing the internal works and re-location of existing plaques and historic features

Reason: In the interests of preserving the historic and special architectural interest of the Listed Building

- 4) Notwithstanding any details submitted no works shall commence to the north aisle until the following details of the proposed partitions and wall linings to accommodate Bedroom 2 and its en suite bathroom have been submitted to and approved in writing by the Local Planning Authority:
- 1) 1:10 section of any wall linings / treatment to existing church internal wall
  - 2) 1:10 section of new partition interaction with existing adjacent floors and walls
  - 3) 1:25 plans, sections and elevations showing partitions in situ
  - 4) Material sample of proposed partition and framing to be viewed in situ

The development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect the architectural/historic interest of the building.

- 5) Notwithstanding any details submitted **no internal development/works shall commence** until a full schedule of all materials and finishes of such materials and finishes to be used for internal walls, windows, doors of the building(s) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved schedule of materials and finishes unless otherwise agreed in writing by the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in detail in the interest of amenity and to ensure a development of visual quality. It is considered necessary for this to be a pre-commencement condition as such details need to be taken into account in the construction of the development and thus go to the heart of the planning permission.

- 6) Prior to the installation of any new service runs hereby permitted the following details shall be submitted to and approved in writing by the Local Planning Authority:
- a) scale drawings detailing any new services runs within the building

Reason: In the interests of preserving the historic and special architectural interest of the Listed Building

### Decided Plans

The application has been assessed and the decision is made on the basis of the following plans and documents submitted:

Details	Reference	Version	Date Received	Status
PLAN - EXISTING AND PROPOSED ELEVATIONS	151.03.02	C	11.11.2022	Approved
PLAN - EXISTING AND PROPOSED SECTION AA	151.03.03	C	11.11.2022	Approved
PLAN - EXISTING AND PROPOSED SECTION CC	151.03.04	C	11.11.2022	Approved
PLAN - EXISTING AND PROPOSED SECTION DD AND EE	151.03.05	C	11.11.2022	Approved
PLAN - PROPOSED FLOOR PLANS	151.03.11	C	11.11.2022	Approved
PLAN - LOCATION PLAN	C151-03-00		25.11.2021	Approved
PLAN - LOCATION PLAN	C151-03-000		25.11.2021	Approved

INFORMATIVES

- 1) 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.

The applicant is reminded that the Council operate a formal procedure for the discharge of conditions. Details of this procedure can be found on the Council's website (<http://www.chichester.gov.uk/planningadvice#planningapplications>) or by telephone (01243 534734).

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The plans the subject of this decision can be viewed on the Council's website [www.chichester.gov.uk](http://www.chichester.gov.uk) quoting the reference number of the application. For all applications after May 2003, the relevant plans are listed as "Plans-Decided".

Date : 30 March 2023

Signed:



Andrew Frost  
Director of Planning and the Environment  
Chichester District Council

\*NOTE: The words in brackets do not apply unless a copy of the relevant correspondence is attached.

Applicants receiving listed building consent involving a measure of demolition are reminded of their obligation under Section 8 of the 1990 Planning (Listed Buildings And Buildings In Conservation Areas) Act to give at least one month's notice of their intention to carry out the work to the National Monument Records Commission, Great Western Village, Kemble Drive, Swindon SN2 2GZ.

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## NOTES

### Town and Country Planning Act 1990

## **Town and Country Planning (Control of Advertisements) Regulations 1992 Town and Country Planning (Trees) Regulations 1999**

**Your attention is directed to the following notes. They are for information only and do not pretend to set out the whole of the law on the subject. It would be well for you to consult your solicitor if you are in any doubt.**

1. If the applicant is aggrieved by the decision of the District Planning Authority to refuse permission for the development, or is aggrieved by a condition imposed on a planning permission, he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months\* from the date of notice or determination giving rise to the appeal. (All appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/04A Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. <https://www.gov.uk/planning-inspectorate>. Advertisements and ELD/PLD appeal forms are available from County House, Portland Square, Bristol; Tree Preservation Order appeals forms are available from Government Office from The Planning Inspectorate, The Environment Appeals Team, Trees and Hedges, Room 3/25 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Email – [environment.appeals@pins.gsi.gov.uk](mailto:environment.appeals@pins.gsi.gov.uk) Telephone – 0303 444 5584. One copy of the appeal form must be submitted to the Director or Planning and the Environment, Chichester District Council, East Pallant House, Chichester, West Sussex PO19 1TY).

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the District Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order.

**\* APPLICANTS SHOULD NOTE THAT THE PERIOD FOR MAKING AN APPEAL IN RESPECT OF HOUSEHOLDER APPLICATIONS (SUFFIX /DOM) IS 12 WEEKS FROM THE DATE OF THIS NOTICE; FOR ADVERTISEMENT APPLICATIONS (SUFFIX /ADV) IT IS 8 WEEKS; AND FOR TREE APPLICATIONS (SUFFIX /TPA) IT IS 28 DAYS.**

2. If permission to develop land is refused or granted subject to conditions, whether by the District Planning Authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the County District in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part V of the Town and Country Planning Act 1990.
3. In certain circumstances a claim may be made against the District Planning Authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in the Town and Country Planning Act 1990.
4. By Section 195 of the Town and Country Planning Act 1990 where an application is made to a District Planning Authority for a Certificate of Lawful Use or Development and is refused in part, the applicant may by notice under this sub-section appeal to the Secretary of State and on any such appeal the Secretary of State shall:

- (a) if and so far as he is satisfied that the Authority's refusal is not well-founded, grant to the appellant a Certificate of Lawful Use or Development accordingly or, as the case may be, modify the certificate granted by the Authority on the application, and:
  - (b) if and so far as he is satisfied that the Authority's refusal is well-founded, dismiss the appeal.
5. Applicants are advised to consult Regulation (15) of the Advertisements Regulations 1992 regarding appeals in respect of advertisements.
  6. Where this notice conveys approval or permission, conditional or unconditional please note that the decision given does not purport to convey any consent or approval which may be required under the Public Health Acts and Building Regulations. Additionally applicants are advised to check the need for notice to be given under the Party Wall etc. Act 1996.
  7. Where this notice conveys approval or permission subject to conditions, applicants are reminded that the onus is on them to ensure the conditions have been complied with. Under some circumstances a failure to comply with a condition may result in the whole development being unauthorised.

DATED

16<sup>th</sup> October

2023

(1) CHICHESTER DISTRICT COUNCIL

AND

(2) HANSLIP & COMPANY LIMITED

AND

(3) JACQUELINE ANNE HAYES

---

**PLANNING AGREEMENT**

relating to

The Old Church, Whyke Road,  
Chichester, West Sussex PO19 8HA

and

The Osiers, Clay Lane, West Ashling,  
Chichester, West Sussex PO18 8DJ

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THIS AGREEMENT is made on

16<sup>th</sup> October

2023

**BETWEEN:**

- (1) **CHICHESTER DISTRICT COUNCIL** of East Pallant House, East Pallant, Chichester, West Sussex, PO19 1TY ("**Council**");
- (2) **HANSLIP & COMPANY LIMITED**(company registration number 02236049) whose registered office is at The Old Church, Whyke Road, Chichester, West Sussex PO19 8HA ("**Owner**");
- (3) **JACQUELINE ANNE HAYES** of The Osiers, Clay Lane, Chichester, West Sussex PO19 8DJ ("**Nitrates Mitigation Land Owner**").

**BACKGROUND**

- A The Council is the Local Planning Authority for the area within which the Land and the Nitrates Mitigation Land are situated and is the Local Planning Authority by whom the Planning Obligations contained in this Agreement are enforceable.
- B The Owner is the leasehold owner of the Land free from encumbrances save only as mentioned in the registered title to the Land and has by the Application sought planning permission from the Council for the Proposed Development.
- C The Nitrates Mitigation Land Owner is the freehold owner of the Nitrates Mitigation Land free from encumbrances save only as mentioned in the registered title to the Nitrates Mitigation Land.
- D The Council is prepared to grant the Permission subject to the Owner entering into the Planning Obligations in SCHEDULE 1 and the Nitrates Mitigation Land Owner entering into the Planning Obligations in SCHEDULE 2 and the parties hereto have indicated their willingness to enter into the respective Planning Obligations upon the terms set out in this Agreement.

**IT IS AGREED that:**

**1 DEFINITIONS**

In this Agreement, unless the context requires otherwise, the following definitions apply:

"**A27 Mitigation Contribution**" means the sum payable in accordance with para 3 of Schedule 1 of this Agreement being a financial contribution of £7,728 (seven thousand seven hundred and twenty eight pounds) to contribute to improvement works on the A27 and/or surrounding road network;

"**Act**" means the Town and Country Planning Act 1990 as amended;

"**All Items Index**" means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department;

"**Application**" means an application for planning permission for the Proposed Development and given Council reference 21/03421/FUL;

"**Commenced**" means the commencement of the Proposed Development pursuant to the Permission by the carrying out of a material operation on the Land within the meaning of Section 56 of the Act save that for the purposes of this Agreement and for no other purpose operations consisting of:

- (a) demolition, site levelling or clearance;
- (b) archaeological investigations or surveys;



- (c) investigations for the purpose of assessing ground conditions, ecology investigation or monitoring and any ecological relocation or work to create or improve ecological habitats;
- (d) remedial work in respect of any contamination or other adverse ground conditions;
- (e) diversion or laying of services;
- (f) the carrying out of any highway works outside of the Land pursuant to any highways agreement;
- (g) erection of any temporary means of enclosure including fences and hoardings;
- (h) site levelling or stripping;
- (i) temporary display of site notices or advertisements

shall not be included and “commence” and “Commencement” shall be construed accordingly;;

**“First Occupation”** means beneficial occupation for any use for which the Proposed Development was designed other than occupation for the purposes of construction, marketing or fitting out or for security purposes;

**“Interest Rate”** means the rate of 4% above the base rate from time to time of the Bank of England applicable at the date the relevant contribution under this Agreement is paid;

**“Land”** means the leasehold property being part of the land known as The Old Church, Whyke Road, Chichester, West Sussex, PO19 8HA being registered with absolute title at HM Land Registry under title number WSX274627 and shown edged red on Plan 1;

**“Local Planning Authority”** The Council;

**“Monitoring Fee”** means the Council’s administration costs in monitoring and enforcing planning obligations including the collection and distribution of contributions received by the Council pursuant to Section 106 of the Act and the payment of such fee is expressed to be a planning obligation by virtue of Regulation 122 (2A) of the Community Infrastructure Levy Regulations 2010 (as amended);

**“Nitrates Mitigation Land”** means the freehold property being part of the land known as The Osiers, Clay Lane, West Ashling, Chichester, West Sussex, PO18 8DJ being registered with absolute title at HM Land Registry under title number WSX155476 and shown edged red on Plan 2;

**“Nitrates Neutrality Scheme”** means the scheme attached at Appendix 1 of this Agreement that provides the level of mitigation identified as being necessary in support of the Application and provides details of the permanent cessation of the use of the Nitrates Mitigation Land for any agricultural or horticultural purposes, options for the planting to be carried out, any fencing to be erected and the future management, maintenance and monitoring (including a timetable of works) of the Nitrates Mitigation Land;

**“Operative Date”** means the date the Proposed Development is Commenced;

**“Owner”** means the party named as such above and includes successors in title;

**“Permission”** means planning permission for the Proposed Development granted pursuant to the Application and/or any subsequent planning permission granted for the Proposed Development pursuant to an application under section 73 or Section 73A of the Act and including any non-material amendments accepted by the Council under Section 96A of the Act;

“**Plan 1**” and “**Plan 2**” means the plans so numbered and attached to this Agreement;

“**Planning Obligations**” means the obligations, conditions and stipulations set out in the First and Second Schedules to this Agreement;

“**Proposed Development**” means the change of use from office (B1) to use as a single dwelling house on the Land;

“**ROADCON Tender Price Index**” means the tender price index for road construction issued from time to time by the Department for Business, Innovation and Skills (or similar predecessor body);

“**Working Day**” means any day apart from a Saturday Sunday or any statutory bank holiday in England and “**Working Days**” shall be construed accordingly.

The parties agree as follows:

## **2 THE PLANNING OBLIGATIONS**

2.1 This Agreement is made pursuant to the provisions of section 106 of the Act and section 111 of the Local Government Act 1972 and section 22 of the Cities & Local Government Devolution Act 2016 and all other powers so enabling and the Planning Obligations are planning obligations for the purposes of section 106 of the Act and:

2.1.1 the Planning Obligations in SCHEDULE 1 are binding on the Land and enforceable by the Council;

2.1.2 the Planning Obligations in SCHEDULE 2 are binding on the Nitrates Mitigation Land and are enforceable by the Council;

2.1.3 are local land charges and shall be registered as such by the Council; and

2.1.4 are subject to clause 3.1 to come into effect on the Operative Date.

2.2 Nothing in the Planning Obligations shall be construed as restricting the exercise by the Local Planning Authority of any powers exercisable by or pursuant to the Act or any amendment or re-enactment of the Act.

## **3 COMMENCEMENT**

3.1 Subject to the following proviso the Planning Obligations shall take effect on the Operative Date but not otherwise and if the Permission shall expire prior to the Operative Date then the provisions of this Agreement shall cease to have further effect PROVIDED THAT the following shall be effective on the date of completion of this Agreement:

3.1.1 the undertaking as to costs contained in clause 10; and

3.1.2 any provisions required to be performed prior to the Operative Date

3.2 The Council undertakes that on completion of this Agreement and payment of its reasonable legal costs as provided for in clause 10 it will forthwith issue the Permission.

## **4 COVENANTS**

4.1 The Owner covenants with the Council to perform the Planning Obligations set out in SCHEDULE 1 and each and every term and condition of them.

- 4.2 The Nitrates Mitigation Land Owner covenants with the Council to perform the Planning Obligations set out in SCHEDULE 2 and each and every term and condition of them.
- 4.3 Without prejudice to liability for any subsisting breach of the Planning Obligations in SCHEDULE 1 the Owner shall not be liable for breach of a Planning Obligation in SCHEDULE 1 after the Owner (or subsequently any of them) has parted with all of their interest in the Land or such part to which the breach relates.
- 4.4 Without prejudice to liability for any subsisting breach of the Planning Obligations in SCHEDULE 2 the Nitrates Mitigation Land Owner shall not be liable for breach of a Planning Obligation in SCHEDULE 2 after the Nitrates Mitigation Land Owner (or subsequently any of them) have parted with all of their interest in the Nitrates Mitigation Land or such part to which the breach relates.
- 4.5 At any time after fulfilment of the Planning Obligations in SCHEDULE 1 (or each of them if more than one) the Council will upon the written request of the Owner issue to the Owner a certificate confirming compliance with and fulfilment of such obligation(s).
- 4.6 At any time after fulfilment of the Planning Obligations in SCHEDULE 2 (or each of them if more than one) the Council will upon the written request of the Nitrates Mitigation Land Owner issue to the Nitrates Mitigation Land Owner a certificate confirming compliance with and fulfilment of such obligation(s).
- 4.7 All approvals, certificates, consents, agreements, satisfactions, confirmations or calculations (or anything of a similar nature) that may be requested by the Owners or the Nitrates Mitigation Land Owner and given by the Council or their officers in accordance with this Agreement shall not be unreasonably delayed or withheld.
- 4.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement which relate to a part of the Land or the Nitrates Mitigation Land in which it does not have an interest.

## **5 WAIVER**

- 5.1 No waiver (whether express or implied) by the Council in respect of any breach or default by the Owner in the performance or observation of the Planning Obligations in SCHEDULE 1 in whole or in part shall constitute a continuing waiver or prevent the Council from enforcing any of the obligations or conditions contained in the Planning Obligations in SCHEDULE 1 or acting upon any subsequent breach or default of the Planning Obligations in SCHEDULE 1 by the Owner.
- 5.2 No waiver (whether express or implied) by the Council in respect of any breach or default by the Nitrates Mitigation Land Owner in the performance or observation of the Planning Obligations in SCHEDULE 2 in whole or in part shall constitute a continuing waiver or prevent the Council from enforcing any of the obligations or conditions contained in the Planning Obligations in SCHEDULE 2 or acting upon any subsequent breach or default of the Planning Obligations in SCHEDULE 2 by the Nitrates Mitigation Land Owner.

## **6 ARBITRATION**

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration

within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

## **7 FUTURE PERMISSIONS**

- 7.1 If after the date of this Agreement any planning permission is granted pursuant to section 73 of the Act in respect of conditions attached to the Permission references in this Agreement to the Application and Permission shall be deemed to include respectively any such subsequent section 73 planning applications and any planning permissions granted pursuant to the section 73 planning applications and this Agreement shall apply and take effect and be read and construed accordingly PROVIDED ALWAYS THAT nothing in this clause shall fetter the discretion of the Council in determining any such section 73 planning application from requiring that any consequential planning obligations be secured by way of a new deed or supplemental deed under section 106 and section 106A of the 1990 Act.
- 7.2 Save as expressly provided (if at all) nothing in this Agreement shall be implied to prohibit or restrict the future development of the Land (or any part of it) in accordance with any planning permission granted after the date of the Permission.

## **8 INTERPRETATION**

- 8.1 Except where the context renders it absurd or impossible every reference to any party to this Agreement shall include the successors to the statutory functions of such party, its or their successors in title, assigns and personal representatives and any other party deriving title from the Owner or the Nitrates Mitigation Land Owner by and against whom this Agreement shall be enforceable as if they had been originally named as parties.
- 8.2 In this Agreement:
- 8.2.1 words expressed in any gender shall, where the context so requires or permits, include any other gender;
  - 8.2.2 words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
  - 8.2.3 words expressed in the singular shall, where the context so requires or permits, include the plural and where any party is more than one person:
    - 8.2.3.1 that party's obligations shall take effect as joint and several obligations;
    - 8.2.3.2 anything in this Agreement which applies to that party shall apply to all of those persons collectively and each of them separately; and
    - 8.2.3.3 the benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately;
  - 8.2.4 the headings to clauses are inserted for ease of reference only and shall not affect the construction of the Agreement;
  - 8.2.5 references in this Agreement to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect on its own account, or for or through any other person, and those which he permits or suffers to be done or not done by any other person; and

- 8.2.6 the effect of all obligations affecting the Owner and the Nitrates Mitigation Land Owner respectively under this Agreement are cumulative and no obligation shall be limited or modified by any other obligation unless there is in this Agreement an express limitation or modification.

## **9 THIRD PARTY RIGHTS**

This Agreement is not intended to (nor does it) enable any rights under the Contracts (Rights of Third Parties) Act 1999.

## **10 COSTS**

The Owner undertakes with the Council to pay on completion of this Agreement the Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement.

## **11 SEVERANCE**

If any provision in this Agreement shall in whole or in part be held to any extent to be illegal, ultra vires or unenforceable under any enactment or rule of law, such provisions shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

## **12 STATUTORY UNDERTAKERS**

Nothing in this Agreement shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Land or the Nitrates Mitigation Land for the purpose of undertaking their statutory functions.

## **13 CHANGE IN OWNERSHIP**

13.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any interests in the Land occurring before all the obligations under this Agreement 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 transferred by reference to a plan.

13.2 The Nitrates Mitigation Land Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any interests in the Nitrates Mitigation Land occurring before all the obligations under this Agreement 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 Nitrates Mitigation Land or unit of occupation transferred by reference to a plan.

## **14 VAT**

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

## **15 MORTGAGEE CONSENT**

15.1 Any future mortgagee(s) of the Land acknowledges and declares that the Land shall be bound by the Planning Obligations contained in this Agreement and that the security of the mortgage(s) over the Land shall take effect subject to this Agreement PROVIDED THAT the mortgagee(s) shall otherwise have no liability under this

Agreement unless they take possession of the Land in which case they too will be bound by the Planning Obligations in as if it were a person deriving title from the Owner

- 15.2 Any future mortgagee(s) of the Nitrates Mitigation Land acknowledges and declares that the Land shall be bound by the Planning Obligations contained in Schedule 2 to this Agreement and that the security of the mortgage(s) over the Nitrates Mitigation Land shall take effect subject to this Agreement PROVIDED THAT the mortgagee(s) shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the Planning Obligations in SCHEDULE 2 as if it were a person deriving title from the Nitrates Mitigation Land Owner

**IN WITNESS** of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

## SCHEDULE 1

### The Planning Obligations binding the Land

#### 1 INTEREST

In respect of any sums due to the Council under this Agreement but not paid on the due date to pay interest on such sums at the Interest Rate from the due date for payment until actual payment and any such interest shall be treated as part of the relevant contribution.

#### 2 NITRATES MITIGATION SCHEME

2.1 Not to cause or allow the Proposed Development to be Commenced unless or until all or any agricultural use of the Nitrates Mitigation Land has ceased.

2.2 Not to cause or allow First Occupation of the Proposed Development unless or until all planting and works to the Nitrates Mitigation Land have been carried out strictly in accordance with the Nitrates Neutrality Scheme.

#### 3 A27 MITIGATION

3.1 Prior to the Operative Date to pay to the Council the A27 Mitigation Contribution provided that where the Operative Date of the Proposed Development takes place after 31 March 2024 the A27 Mitigation Contribution shall be increased by an amount equal to the proportionate increase in the ROADCON Tender Price Index between the month preceding the date of this Agreement and the month preceding the Operative Date.

3.2 To not cause or allow the Proposed Development to be Commenced before the A27 Mitigation Contribution has been paid to the Council.

#### 4 NOTIFICATION

4.1 To give notice in writing to the Council and the Nitrates Mitigation Land Owner of the Operative Date not less than 14 Working Days before such date ("**Commencement Notice**").

4.2 If the Proposed Development is Commenced but a Commencement Notice has not been served as required under paragraph 4.1 then the Council shall be entitled in its absolute discretion to determine the Operative Date and shall give notice to the Owner of its determination.

4.3 To give notice to the Council and the Nitrates Mitigation Land Owner of the date of First Occupation not less than 14 Working Days before such date ("**First Occupation Notice**").

4.4 If the Proposed Development is occupied but a First Occupation Notice has not been served as required under paragraph 4.3 then the Council shall be entitled in its absolute discretion to determine the date of First Occupation and shall give notice to the Owner of its determination.

#### 5 MONITORING FEE

5.1 Prior to the Operative Date to pay to the Council the Monitoring Fee.

5.2 The Monitoring Fee shall be the sum of Two Hundred and Twelve Pounds (£212) provided that where the Operative Date of the Proposed Development shall take place after the 31 March 2024 the Monitoring Fee shall be increased by an amount equal to the proportionate increase in the All Items Index between the month preceding the date of this Agreement and the month preceding the Operative Date.

5.3 Not to cause or allow the Proposed Development to be Commenced before the Monitoring Fee specified in paragraph 5.2 has been paid to the Council.



## SCHEDULE 2

### The Planning Obligations binding the Nitrates Mitigation Land

#### 1 NITRATES MITIGATION MEASURES

- 1.1 From the Operative Date and for the lifetime of the Proposed Development not to use the Nitrates Mitigation Land for agriculture or deposit or permit the deposit of any fertiliser on the Nitrates Mitigation Land.
- 1.2 Following the termination of the agricultural use on the Nitrates Mitigation Land:
  - 1.2.1 to carry out the tree planting and work on the Nitrates Mitigation Land in accordance with the Nitrates Neutrality Scheme; and
  - 1.2.2 to manage the Nitrates Mitigation Land in accordance with the terms and requirements (including the timetable) of the Nitrates Neutrality Scheme;
- 1.3 From the Operative Date not to erect or allow to be erected any buildings structures or any means of enclosure or sub-division on or around the Nitrates Mitigation Land other than those specified in the Nitrates Neutrality Scheme.

#### 2 NOTIFICATION

- To give notice in writing to the Council and the Owner that the agricultural use of the Nitrates Mitigation Land has ceased within 10 Working Days of such cessation.

EXECUTED as a DEED by affixing ..... )  
the COMMON SEAL of ..... )  
CHICHESTER DISTRICT COUNSEL ..... )

[Redacted Signature] ..... )  
[Redacted Name] ..... )  
Authorised Signatory



EXECUTED as a DEED by ..... )  
HANSLIP & COMPANY LIMITED ..... )  
in the presence of ..... )

[Redacted Signature] ..... )  
Director

Witness Signature [Redacted] ..... )  
Witness Name CHRISTINE NICHOLSON-MOORE ..... )

Witness Address ..... )  
Irwin Mitchell LLP ..... )  
Thomas Eggar House ..... )  
Friary Lane ..... )  
Chichester ..... )  
West Sussex ..... )  
PO19 1UF ..... )

EXECUTED as a DEED by ..... )  
JACQUELINE ANNE HAYES ..... )  
in the presence of ..... )

[Redacted Signature] ..... )  
Jacqueline Anne Hayes

Witness Signature [Redacted] ..... )  
Witness Name Benjamin Parrott ..... )

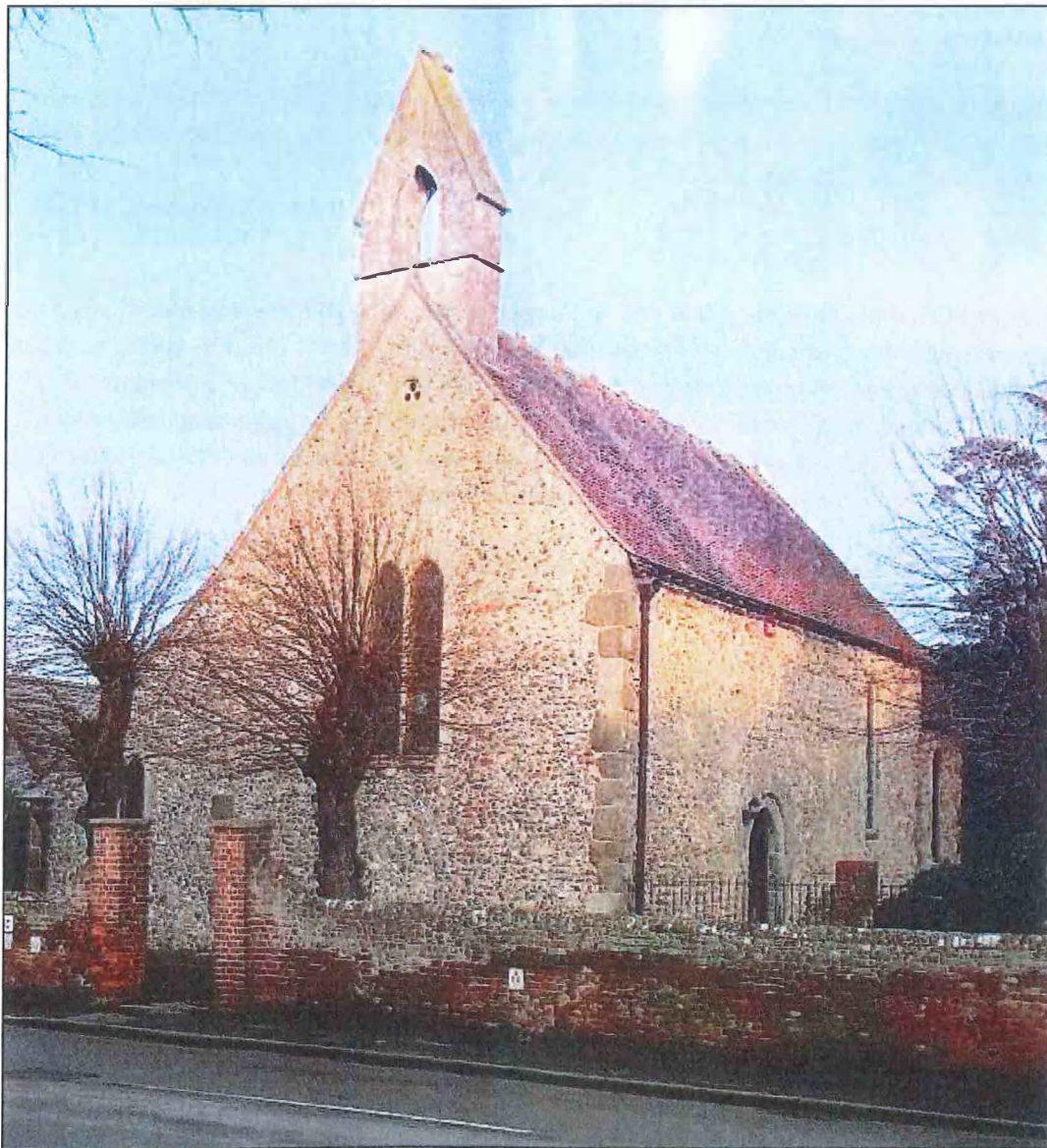
Witness Address 21 Canberra place ..... )  
Tangmere PO20 2WB ..... )

**APPENDIX 1**  
**Nitrates Neutrality Scheme**

## Appendix 1

### Nutrient Budget Assessment

Conversion of The Old Church, Whyke, Chichester. PO19 8HA



14<sup>th</sup> June 2023

## 1.0 Summary of Nutrient Budget Calculations

- 1.1 For the purposes of this calculation, the site is considered to consist of 0.05 Ha residential urban land in the form of the existing building and amenity grassland (annual N loss 5Kg/Ha). Given the lack of extensive hard surfacing and residential surroundings this is considered the most appropriate designation.
- 1.2 The new site would be largely unchanged and consist of 0.05 Ha of residential urban land. It is also noted that the operational catchment of the location is 'Pagham Rife' and as such, any increase in surface water nitrogen would not reach the solent in any case. As the nature of the land use is not changing, the only increase in nitrogen is that of the new dwelling.
- 1.3 The proposals would result in a nominal net increase in nitrogen load of 0.8 kg per year to the Chichester and Langstone Harbours SPA, resulting in a negative impact upon the harbour which may constitute a 'significant effect' under the Habitats Regulations.

## 2.0 Mitigation

- 2.1 A parcel of mitigation land has been identified c.6.2 km from the site and within the Nutrient Impact Area, albeit possible with outfall to Bosham WwTW rather than Apuldram. The area is currently laid to grassland used as a hay crop. The grassland shall be planted with native trees to create a new area of woodland. A separate budget calculation based on the hydrology and rainfall at the mitigation site location has been provided. As the calculator demands that information regarding new dwellings be input, this has been set at 1 with water use set at the minimum 1l per person, to remove this factor from the calculation.
- 2.2 The calculator determines that, at this location, 0.0515Ha (515sqm) of 'general' cropping land would require conversion to woodland to offset the 0.8kg nitrogen increase from the proposal site.
- 2.3 This mitigation area might also be converted to other land uses which result in the same level of nitrogen loss, such as an appropriate wetland, area of shrubs, or natural greenspace.

Figure 1 – Proposed area for mitigation planting

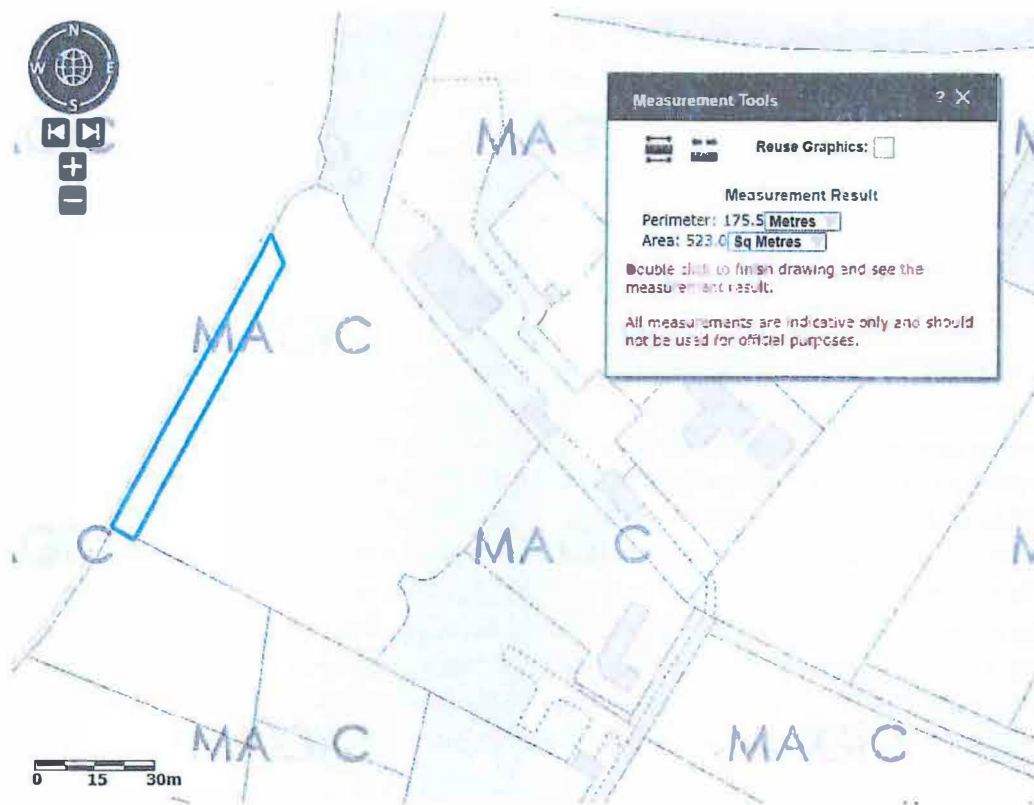
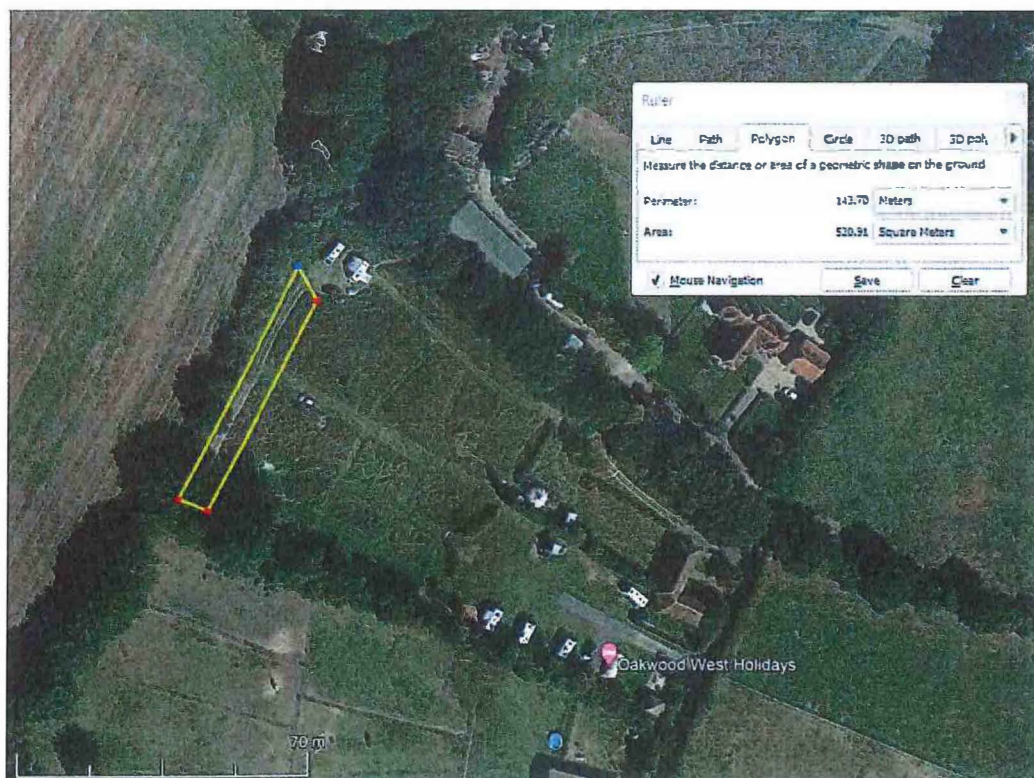


Figure 2 – Aerial imagery of mitigation area



### 3.0 Management

- 3.1 The Natural England Guidance (Version 5, June 2020) states: "The level of woodland planting required to achieve nutrient neutrality is 20% canopy cover at maturity. In very broad terms, this equates to 100 trees per hectare, although this is dependent on the type of trees planted and there are also options that this can be achieved by natural regeneration, especially if adjacent to existing native woodland. It is our preference that native broadleaf species are selected where possible, to secure wider biodiversity gains." Whilst guidance has since been updated, the above guidance has not been detailed any further with current guidance providing no detail as to how mitigation should be designed. As such deciduous trees, comprising native broadleaf species, will be planted at a density of 100 per hectare in order to achieve 20% canopy cover at maturity.
- 3.2 To accord with this guidance, it is proposed to plant a 0.0515 Ha strip along the southern edge of the woodland with 6 new native broadleaf trees to create this new area of woodland. The length of this area is c.60m so trees will be spaced c.12 metres apart. Shrubs will be interplanted to provide a higher quality habitat and further regeneration will be allowed to occur from the hedge to the west. Tree plants will be fully dormant, in good condition and free from pests and diseases when planted. A planting pit will be dug of suitable size for the plant, the tree will be planted in to this pit with the root collar at ground level and the stem upright. The ground will be firmed with the boot heel. All plants will be protected with a suitably sized Tubex treeshelter and supported by a treated softwood stake. The mitigation land shall be fully enclosed with 1100mm high Stockproof Fencing to protect the trees from deer and to stop any possible dog waste. Any trees which die, are damaged or are removed due to management once established will be replaced to ensure the area is planted for perpetuity, except for selective thinning necessary to achieve a min of 20% canopy cover at maturity.
- 3.3 The land will be permanently removed from agricultural or horticultural production.
- 3.4 Assuming this approach is deemed acceptable, a Forestry Commission *Small Woodland Management Plan* will be provided stating the objectives and management prescriptions for the woodland.
- 3.5 Should an alternative habitat such as wetland or wildflower grassland be deemed more appropriate, its proper design and management could be conditioned by the Local Authority to ensure this achieves the nitrogen savings required.
- 3.6 Reporting of the planting and management will take place as follows:
- In Year 1 — Effective establishment of the trees and sowing of the wildflower meadow seeds will be reported to the Council by way of photographic evidence
  - In Year 5 — Effective ongoing management of the trees and wild flower meadow will be reported to the Council by way of photographic evidence
  - Every 10 years thereafter — Effective ongoing management of the trees and wild flower meadow will be reported to the Council by way of photographic evidence

#### **4.0 Conclusions**

- 4.1 The proposals would result in a small net increase in nitrogen runoff of 0.8 kg per year. A mitigation and management plan is proposed to ensure that this quantity of additional nitrate is mitigated through planting of new woodland as detailed.
- 4.2 No other nutrient inputs are considered significant at this location and as such the LPA can, through appropriate assessment of the proposals determine that nitrogen runoff from the site would not constitute a significant effect.



APPENDIX 2

PLAN 1

The Church's foul drainage runs to a manhole 4.5m away, the foul drain runs to the main sewer from here

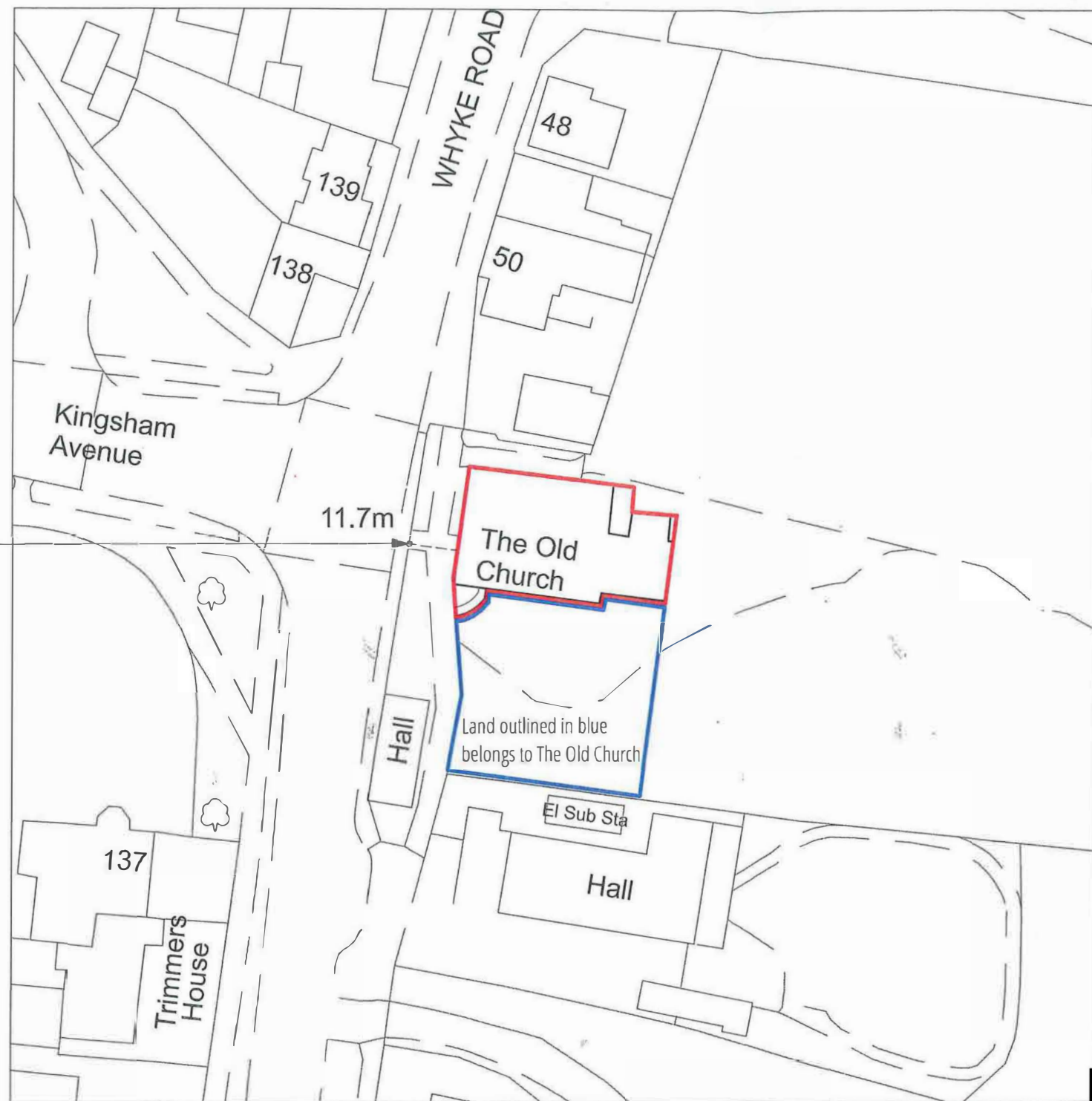


Fig 1 View of footpath from the back pavement to the south door of The Old Church.



Fig 2 View of footpath from within the churchyard. The existing tarmac extends under the grass verge where the grass has crept over years. The red outline is to the outer edge of the outside of the path leading to the south door of The Old Church as indicated on the plan.

**Rev B:** Amendment to showing the application site in red to include the existing footpath entrance from the public footpath to the entrance door of The Old Church and the remaining churchyard south of the church outlined in blue. 11.07.2023

**Rev A:** Amendment to showing the application site in red to include the churchyard area. 11.07.2023

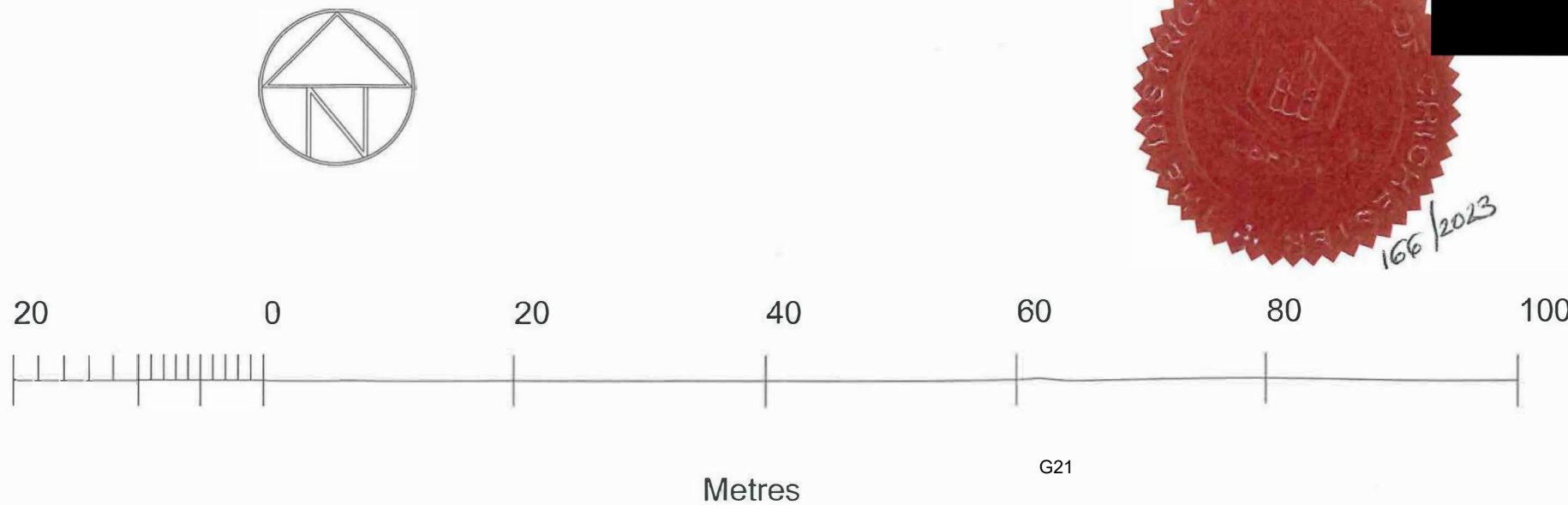
**hanslip & co**

16 Swains Lane  
London  
N6 6QS  
tel: 020 7267 8855  
fax: 020 7267 4448  
www.hanslip.co



Drawing  
**THE OLD CHURCH, CHICHESTER**  
Site Plan

Dwg No.	Revision	Scale	Date	Drawn
C151-03-00	-- A	1:500@A3	08.03.21	SD / BPJ



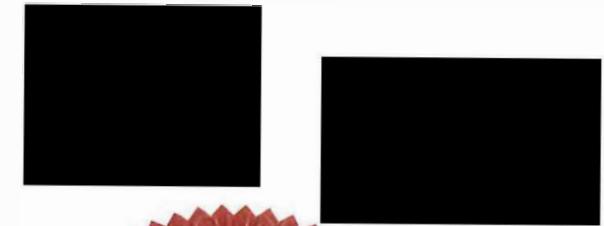
APPENDIX 3

Plan 2



**Key**

— Boundary of land to be used for nitrate mitigation



**Revisions**  
 Do not scale from drawings for construction.  
 Report all discrepancies to Hanslip & Co and seek clarification before proceeding.

**Hanslip & Co** ARCHITECTS & HERITAGE CONSULTANTS  
 Unit 401, 241-251 Ferndale Rd, London SW9 8BJ  
 t: 020 7267 8855 w: hanslip.co

The Old Church, Chichester

**Site Location Plan as Existing**

Scale	1:1250 @ A3	Date	04/01/23
Job No.	<b>C151-03</b>	Drawn by	SD
Drg. No.	<b>30B</b>	Checked by	RH
Revision			

**PRELIMINARY**

## Rumboldswyke – Representations

### **Against**

1. Joint response from Whyke PCC and The Friends of St Mary's Churchyard
2. Chris + Chrissi Boxall – local residents
3. Nick Cook – local resident + member of the Friends of St Mary's Churchyard
4. Shelley Cook
5. Dr John Fitch
6. Barbara Hayes – local resident
7. Loraine Molins – local resident and member of Chichester Art Group
8. Cllr Sarah Sharp – local resident
9. Mary Poole-Smith
10. Lesley Valerio – local resident

### **Comments**

1. Chichester District Council
2. Commonwealth War Graves Commission
3. Historic England
4. Diane Evans – currently resides in Norfolk
5. Julie Fogden – local resident
6. Kenneth Green – parishioner

## Joint response from Whyke PCC and The Friends of St Mary's Churchyard

We write on behalf of the PCC of St George's Church, Whyke in Chichester, and the committee of the Friends of St Mary's Churchyard, Whyke with regards to the draft Pastoral scheme providing for the lease of the old church building (St Mary's) and part of the churchyard. St Mary's church is ancient and original parish church in Whyke, not in use as a church building for many years, with the nearby St George's Church now providing for the community but retaining and caring for the churchyard at St Mary's within the parish. The Friends of St Mary's Churchyard, established early in 2023, was set up to help with the care of the churchyard, which had become neglected and overgrown during the COVID pandemic, and is formed of a sub-committee of the PCC with membership from within St George's Church but with many members from the wider community (currently over 70 members and an active online presence, with over 120 followers to date:

<https://www.facebook.com/groups/1438795806867235>).

Following almost two years within the planning process, in October 2023 Chichester District Council granted full planning permission for the change of use of the old church from office to residential use as a residential dwelling (ref: 21/03421/FUL), subject to a Section 106 agreement (16/10/23). It is also understood that listed building consent has been approved for the proposed change of usage of the building, and that the final stage of obtaining permission is now being sought from Church House to enable the lease to be passed to the new occupiers for use as a single residential dwelling, with approved internal modifications.

Given the recent invitation to make representation for or against the proposed scheme, we as a PCC and Friends group feel it is important that we make known our opinion about the scheme and what we would ultimately hope for the old church. Although it may seem late for

us to be making our feelings known, and we have not made appeals against the proposals during the planning process, we believe we must make a statement before the renewed lease is signed and potentially the old church passes indefinitely to residential or other use, such as for a holiday rental (which we would oppose).

The old church is a very special building, possibly the oldest in the city of Chichester (a similar date to St Olave's in the city centre), and one of interest to local historians for decades, some of whom are Friends of the churchyard and help us to research those buried there. Many Whyke residents, those who now attend St George's church, and Friends of the churchyard much further afield have fond memories of St Mary's in its earlier days as a church - some were members of the congregation, were baptised there, or have family members who were married there. Within the community, there is a distinct feeling of sadness that the church has been disused for such a long time and by some, that it is no longer a place of worship. The Whyke residential area has grown around the church since it was built and is now a pleasant area of the city with a real community presence, felt through the many community events that are held each year. Our district and county councillor, Sarah Sharp, attends St George's Church and is a member of the Green Party, which reflects the area's interest in and commitment to ecological awareness and sustainability. St George's Church hosts community food hubs, pop up pantries for those struggling with food costs, and there are local eco-focussed activities in the small rooms that are available locally (scout and guiding huts). However, there is a real need for another space for community use, and St Mary's church could be the answer for such a local hub.

Whilst we have not prepared formal plans yet, we believe that should we be given the opportunity, the PCC, members of St George's church, the Friends of St Mary's Churchyard and the local community would be able to transform the old church into a vibrant and much-loved community space, as well as potentially having the church re-consecrated for sacred use. This request may have come too late, which we realise, but we must make it known that we feel this would be a much more appropriate use for such a special building; it is ideally placed where there is a need for such a space, with the potential to enrich the lives of local people, and become an exemplar of what can be done to reconnect people to the Christian faith, the natural world through God's creation, and to each other.

We see the space as being especially suitable as a spiritual focus for the community and wider area, one that is rooted in the history, memory, and ecological significance of the site as well as its closeness to major residential areas where there is currently no community space. Indeed, we have been inspired in this respect by the ecological vision of Pope Francis in his encyclical letter *Laudato Si'* and recent Apostolic Exhortation, *Laudate Deum*. As Pope Francis implores us, we must take urgent action to care for our common home, halting and reversing the damage to God's creation that we have inflicted upon it and to connect such action to people's everyday lives and concerns. What better place to bring teachers and communities together to act than in an ancient church building, having survived through these damaging times of environmental degradation, being placed in a churchyard which is full of wildlife, and being surrounded by a community who want to know more about how to protect God's world? We have Christian experts in ecology and conservation working with the Friends group already, and their work will only grow in the coming years, engaging with the local schools, parishioners, businesses, and care homes. We wish to expand this to fully embrace and

connect with a Christian vision that can inspire the changes the planet needs, including transforming the old church into a centre for social justice and mission that would aim to help all in our society who experience increasing difficulties as a result of our worsening environmental crisis.

St Mary's could also be used as a community focus for artists and craftspeople who could use this space to teach and display their artworks, further inspiring others with their beauty. It could be used by the community for a wide range of clubs, workshops, and events. Furthermore, and quite significantly, the old church could also provide a much-needed space for the Friends of St Mary's Churchyard, giving storage space, shelter, and restroom facilities where there currently are none, allowing longer working parties to take place, and perhaps combining working, educational and contemplative retreats. St Mary's would also lend itself to the study of deep, integral ecology, an environmentally focussed theology, and a generous humanism that draws on the rich heritage of Christian thought about what it means to be human in dialogue with science, arts, humanities, and other disciplines. With no current provision for such activities locally, this would be a wonderful opportunity to allow such practices to be introduced at a time they are so much needed.

In short, we feel that the building could be put to a much more beneficial use for the whole community within the local area and beyond. We do not take such a proposition lightly and fully understand the hard work and financial requirements that such an undertaking would entail. We would welcome the opportunity to explore this further and present a well-developed case following formal consultation with the local community, potential user groups, and stakeholders, should the Church be in favour of such a proposal.

The above representation notwithstanding, should the scheme be approved, we would want to give our blessing and well-wishes to the new occupant, that they may bring this beautiful building into a good state of repair and find a happy home there. The PCC of St George's and the Friends of St Mary's Churchyard would look forward to welcoming them, and hope that we can work together to care for this sacred space for the benefit of the multitude of wildlife to which it gives a home and the local community who love and care for this place, including their loved ones and ancestors who are interred there.

That said, on this scenario, we would be concerned to ensure that the legal arrangements surrounding the lease ensure that integrity of the churchyard be safeguarded. The scheme envisages splitting off a portion of the churchyard for residential use, namely, the portion lying south of the old church, which contains many of the oldest headstones. This area would essentially become the garden for the residents, and it seems highly likely that at some stage the residents would want to fence this area off, to move the headstones to improve access and extend use of the garden, and to add garden furniture and additional external lighting. To our mind this would violate the integrity of what is the oldest burial ground in Chichester still open for burials, and should lighting be changed or increased, would negatively impact on an important foraging area for bats within the churchyard (surveyed by a bat ecologist). We note the existing property lease has not included any restrictions on the use of the land. Accordingly, if the scheme were to be approved, we would ask that the Church Commissioners include a restrictive covenant saying that the land in question may not be fenced off from the rest of the churchyard, that the headstones may not be moved, that

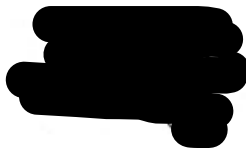


garden furniture may not be added and external lighting be maintained as it is currently. We would also ask that restrictions be placed on the occupiers not to use the church building for holiday letting, again to protect the integrity and historic visual character of the space which forms an intrinsic part of the consecrated churchyard, as well as a rich and delicate ecosystem of local wildlife.

Yours Sincerely,



The Revd Dr Angus Reid  
Rector of St George's Whyke and  
Chair of the PCC



Dr Sam Kelly  
Chair of the Friends of St Mary's Churchyard  
and member of the PCC

In consultation and with approval from the PCC and the Friends of St Mary's Churchyard sub-committee.

### Chris + Chrissi Boxall

We would like to object to plans for St Mary's Church to be altered into a residential dwelling.

It was a very sad day when the church bell was removed but more to the point we would very much like it to be returned to the community.

Whyke is a vibrant, friendly and diverse area of Chichester sadly lacking a local community centre. The Church is an iconic landmark.

St Mary's cemetery is still used for burial and religious services and highly respected by local residents as a place for prayer, reflection and restoration primarily but also a green space for wildlife and preservation.

As a very local resident, this would severely impact on all the above, the Church is next door to a busy Nursery where parking is extremely limited and at a narrow part of the B2145 in front of a busy junction serving the High school and Police Station.

### Nick Cook

I am writing this email to you as a member of Friends of St Mary's Churchyard and also a long standing resident of the parish. I have been working with others to reclaim this beautiful space following years of neglect and as such, with great success. Dr Sam Kelly, member and chair has also produced a detailed Wildlife Management Plan which we have followed in dealing with this precious space. Therefore, it was with deep regret that I learned of the proposed sale of this ancient church with a small section of the grave yard attached. I would propose that this sale should

undoubtedly be declined and instead, the Church used as was always the case, as a centre for all members of the local community and parish, thus providing a much needed local facility in this respect. In addition, the redundant church would still be a focus of the whole community, with the now beautiful 1.9 acres adjoining available for recreation, such as walking or just sitting in quiet reflection.

As such, I do hope you will agree to this alternative Church use and I look forward to your reply.

**Shelley Cook**

I am writing to object to the change of use of St Mary's Church, Whyke, Chichester, to a residential dwelling.

The surrounding graveyard has been cared for by a band of volunteers, myself included, thereby turning it into a beautiful haven for wildlife as well as a popular place for local people to walk and relax. With the churchyard being such a valuable local amenity, I feel the church would better serve the local community as a community centre which could be hired. The scout hut immediately to the south of the church is constantly in use and the church building could be used in a similar way as there is a scarcity of halls to hire. By so doing it would mean the graveyard to the south of the church building would remain undisturbed, as would the trees, the building would pay for itself and the whole community would benefit.

One of my greatest fears, and that of many I have spoken to, is that prospective purchasers will pay lip service to any planning restrictions and stipulations placed upon them, and then do precisely as they wish once the sale has gone through.

It is such a lovely building with an amazing history and should be enjoyed by all.

**Dr John Fitch**

I cannot agree to the alienation of the Old Church, formerly St Mary Rumboldswyke, and a portion of its churchyard, for residential purposes.

With regard to the churchyard, a volunteer group called the Friends of St Mary's Churchyard is doing good work in maintaining it physically, while also researching the history of the churchyard itself and individual burials. The Friends group unites church members with other community members. Under these circumstances it seems highly inappropriate to split off a portion of the churchyard, which contains some of the oldest burials, for residential use. Once this section is designated as residential, the leaseholders will inevitably desire at some point to fence it off, and to move the headstones, thus violating the integrity of what is by far the oldest burial ground in Chichester still open for burials.

The Old Church itself has been the heart of the Whyke community for close to a thousand years. It is an extraordinary asset! We sometimes become blasé about such buildings because of their familiarity, but it is mind-blowing to think that this church has witnessed the most significant moments in parishioners' lives over huge stretches of time. If it is converted into a private house, community members will

have no access to its interior, and therefore no possibility of sharing the experience of past generations. That interior contains 13 monuments, and is potentially a fine architectural space, though currently full of clutter from the recent occupants.

I suggest that the Church Commissioners should give the opportunity for a concerted effort to find a use for the Old Church that would allow community access. The recent restoration of Graylingwell Chapel in Chichester shows what can be done. The success of the Friends of St Mary's Churchyard demonstrates the potential community interest. To my mind the most viable future would be as a flexible space for multiple uses. The building would be ideal as a venue for weddings and funerals. It could also function as a venue for musical, theatrical and school events, and for talks. It could be available at times as a meditation centre, and at other times for childcare or for champing. And at times it could offer displays concerning wildlife and local history.

I would therefore request that the Church Commissioners should give a one-year pause before implementation of the Pastoral Scheme, to allow for proper exploration of funding sources, and discussion among community groups.

### Barbara Hayes

I am writing to object to the change of lease of Rumboldswyke St Mary to include possible residential use.

The site is inappropriate for a residential unit. The churchyard is still active with burials and people visiting graves, including war graves, even more so since the Friends of the Churchyard have begun their work. It is a local amenity as a place of calm and biodiversity. It is a haven for wild life and an important green space linking with other green corridors.

A residential unit will negatively impact these factors. The ordinary use of a home rightly includes people coming and going, a significant level of noise, use of outdoor space for play or laundry, pets which will impact wildlife. None of these things are compatible with a calm space and are particularly intrusive for the bereaved.

The proposal itself accepts that creating and maintaining a residential space will cause damage to the churchyard, hence the reference to minimising damage and making good. This is unacceptable in itself but is also an additional burden of work for the local church in monitoring activity on the site and ensuring compliance.

Any residential property will want vehicular access and parking for cars. The position of 'The Priests House', the scout hut and proximity to a busy junction make this difficult. Whyke Road is extremely busy with 2 bus routes and heavy traffic to the industrial estate on Quarry Lane. The local community Speedwatch group regularly records people breaking the speed limit. Adding to the complexity of that part of Whyke Road increases the risk of congestion and accidents.

The previous use of storage, museum/ educational facility, workshop or office remain the appropriate ones with less conflict between their purposes and the nature of the churchyard and less impact on local roads.

**Lorraine Molins**

I'm writing to you in the hope you may be able to support & forward my objections for this wonderful old church in Whyke Road, Chichester, apparently dating back to 1066 which has been the subject of an application to be developed for private residential use.

I strongly object to this application as the church should be available for the wider community which would have benefit to the community.

I would like to put forward the suggestion that, as a member of Artel, the Chichester Art Group of practising artists, always looking for somewhere to develop studios, work spaces, establish events & an exhibition space, which would serve the local community - that the development to make it a private residence is strongly against the social aims of our council to support the local community. I would hope that our council would be supportive of plans to support the community.

Please can you put my objection forward to this application - St Mary's Application no: 21/03421/FUL

**Cllr Sarah Sharp**

I am writing to object to the change of use of the Old Church St Mary's on Whyke Road, Chichester.

In my view the Diocese should not acquiesce to the building being used by one family for residential use when there is so much local need for spaces for people to meet, congregate, socialise and knit together bonds of a stronger, more supportive community.

The area around the Church on the Whyke Estate is deprived and urgently needs more youth space and a space for older people to get together.

Social deprivation and loneliness, poverty and social exclusion are issues that the Church should be combating and using it's buildings proactively to better people's lives.

I object to the decision being made for the ancient, historic building to become private and cut off from the community for which it was built.

The Old Church St Mary's dates back to at least 1086. It is a very old building that has been used by the community for worship for centuries.

This building is part of our heritage and in particular the heritage of Chichester South and I personally believe that as such it is as valuable a building as the Cathedral in Chichester.

I personally believe that the people who are buried there and who have had monument erected in their memory should be honoured and the space return to community use and not become a private house.

I am aware that it is quite frequent for chapels and disused Churches to be turned into private homes in villages but I feel that this area of Chichester being built up increasingly over the years needs to have more community spaces for people to meet and get together.

Chichester South does have community spaces but there is only one south of the railway and that is almost continuously booked out used as it is every day for a nursery and in the evening for Scout meetings.

I support former Councillor Heather Barrie's red-carding of this application to bring to the Committee new information about the area.

Firstly since the Church was put up for sale several factors have changed and I would like to draw them to the Committee's attention

Firstly a new group has formed to look after and promote St Mary's Churchyard which is still being used for burials and cremations. This new group meets regularly to care for and look after the churchyard and the nature that lives in the area. I believe that this group could be more sustainable if it had access to toilets and a kitchen to support the volunteers.

Secondly since the Church was put up for sale a new group has formed to represent the interests of the local Kingsham area. The Kingsham Area Action Group has formed with the express desire to find a community space for local residents. New homes have been built in the local area eg the Whyke Estate back in the 1940s with more homes being built in Phoenix Road, Martlet Close, Herald Drive, Cory Close and Winguard Way with Whyke Marsh more recently and now the Police Field is due to become housing but there isn't a new community space for people to meet up.

Thirdly I am often contacted by people wanting community space eg artists, Men's Sheds. The local charity Ovation Music that supports young people to play in local bands has recently lost its home in the College. There is a great need to counter isolation and loneliness by more community spaces not fewer.

Lastly the decision to sell this space for housing took place in Covid when few people were really looking at community spaces. Graylingwell Chapel has shown us what can be done when you renovate and open up old buildings to the community.

I know that the District Council officers say that community use stopped over 20 years ago and so there is no chance of this space returning to community use. A former Chair of the Kingsham Area Action Group had wanted to put forward the plan to use the building as an office base for the community group and use the building as a opportunity to train up volunteers or members of the public in skills linked with conservation of old buildings.

One more house in the District won't make a huge difference to our 5 year housing supply but a community space would make a large difference to many people's lives in Chichester South and the wider area. We are social beings and we need more spaces to be together and interact with people. This is an opportunity to do just that.

The fact that the Diocese is pursuing this sale for housing is evidence of not listening to local need, not taking into account the opportunity for mission and ignoring the potential for true Biblical work with local residents to spread the word of the Gospel and also support and nourish a community that is vital need of support and social cohesion. The closure of the church to the community is a sign that the Diocese is closing its doors to the residents of Chichester South some of whom are the poorest residents in West Sussex.

What have our ancestors built these sacred buildings for? What should the Diocese be prioritising in these difficult times post COVID in a cost of living crisis?

### Mary Poole-Smith

I would like this little Church to be kept as sacred ground near the cemetery.

I have no objection to housing, but this is a particularly special building and I believe would be a great blessing to our community, if it could be reclaimed as part of the Whyke Community to include St George's Church.

It is in an ideal position to showcase the beautiful Churchyard and has a great history which needs to be preserved and honoured.

I ask that this opinion is seriously considered as allowing such a beautiful church to be used for other purposes seems unreasonable to me. Surely, we need to try to preserve our Christian history and heritage and pass to future generations a sense of Love and care for our local community.

Please consider this facility as an important part of our education, our community, our history and our church.

### Lesley Valerio

As a Friend of St Mary's churchyard, and a member of St George's Whyke, Chichester, I do not support the change to residential from office for the following reasons. The church sits within our churchyard and is integral to our Ethos.

The property in question could ideally be a Community hub/venue underpinned or better still restored to the Church! For the Whyke Community. A residential property would cause a lot of problems to a sacred place not to mention the possible inappropriate further uses of such a dwelling eg: Air B&B holiday lets etc. A much needed meeting place, for clubs, an art centre Etc would be more desirable and appropriate. The access and activity of the Churchyard with all its needs, respect, stewardship of all the residents be they human, Flora, fauna, insects Etc in all its diversity would be compromised and should always be protected. In addition would not sit compatibly with a private residence as the footfall to and from the churchyard is increasing.

## Comments

### Chichester District Council

Chichester District Council



Mr Adrian Browning The Church of England  
Closed Churches Division  
Church House  
Great Smith Street London  
SW1P 3AZ

If calling  
please ask  
for:

Customer Services  
01243 534734  
Rebecca Perris  
E-mail:  
rperris@chichester.gov.uk

Our ref: CC/23/02689/NTFN  
Your ref:

6th December 2023

Dear Mr Browning

**Proposal: Statutory notification under the Mission and Pastoral Measure 2011 for this former church and part of the churchyard to be leased for office and/or residential use.**

**Location: The Old Church (Formerly St Marys Church) Whyke Road Chichester West Sussex PO19 8HA**

Thank you for your letter of notification regarding the lease of the former church and part of the churchyard for office and/or residential use.

The Council has no objection to the proposed works. The Council has approved an application for full planning permission (21/03421/FUL) and listed building consent (21/03422/LBC) for the change of use from office to residential and associated internal alterations for the site.

Yours sincerely

Rebecca Perris  
Planning Officer

### Commonwealth War Graves Commission

Thank you for your email regarding the draft scheme affecting Rumbodlswyke St Mary. I can confirm safe receipt.

There are 6 war graves at Rumbodlswyke St Mary, however, they are located in the wider churchyard which is not included in the draft scheme (cross hatched on the attached plan) and are therefore, unaffected. As such, we do not wish to make any representations to the scheme although I have updated my colleagues in case we receive queries from the public concerning the change of use of the church building.

Historic England



Mr Adrian Browning  
The Church of England, Church Commissioners  
Closed Churches Division  
Salisbury Diocesan Office, Church House, Crane Str  
Salisbury  
Wilts.  
SP1 2QB

Direct Dial: [REDACTED]  
Our ref: E00238984

13 December 2023

Dear Mr Browning

**Mission and Pastoral Measure 2011**

RUMBOLDSWHYKE ST MARY

Thank you for your letter of 27 November 2023 notifying us of proposals under the above Measure.

Historic England provides advice when our engagement can add most value. In this case we are not offering advice. This should not be interpreted as comment on the merits of the scheme.

It may be appropriate to seek the advice of the Church Buildings Council through its Statutory Advisory Committee.

If, as the scheme develops, there are material changes to the proposals which would affect the historic environment, please notify us again.

If you have questions regarding any of the above, please do contact me.

Yours sincerely

Alma Howell  
Inspector of Historic Buildings and Areas

Diane Evans

I am writing to express my views regarding the proposed change of use of St Marys Church to Residential use.

Through my research into my paternal grandmother I discovered this May that my grandmother, great grandmother, great great grandmother and grandfather, great uncle, two great Aunts and a great cousin are all buried in the Churchyard at St Marys.

Therefore although I do not currently live in Chichester, my plans are to move there late 2024. I am also a member of the Friends of St Marys Churchyard, and along with my husband have cleared a lot of the overgrowth round my family graves.



I am aware of the fact that the proposal is for the sale to be Leasehold and my views are as follows -

I personally think that there should be a time extension to the proposed sale to enable the local community to come up with a proposal to make the Church into a Records Office cum bookshop, holding records for not just the Church and the Churchyard, but also the City of Chichester. I am aware that there is already a main records office in the City but a smaller local one, run by volunteers would be beneficial to so many people, also providing a warm safe space for visitors.

However, if this proposal is not acceptable then may I suggest that within the lease there is a Covenant that stipulates £2000 per annum, index linked, is paid to The Friends of St Marys Churchyard towards the upkeep. of the Churchyard. This would safeguard the Churchyard in the future and enable the group to continue their sterlingwork.

If the sale does continue and a private dwelling is built I would hope that a Section 106 is implemented as part of the Lease to stipulate that any skips etc that are required for renovating the building are NOT placed within the Churchyard for more than 2 weeks, with a firm timescale of 6 months maximum for the work. This would stop the building work from being open ended and affecting the peace and tranquillity of this beautiful Church and the Churchyard. I would also hope that a 106 could cover the noise element of residential use and stipulate that no groups of more than 6 people at any one time can reside in the Church, and no parties after 10pm. Also that the property should be for residential use of the owners or immediate family, and not as a holiday let. This would then hopefully mean that due respect would be given to the deceased (including my many relatives) who have lain peacefully for so many years, and with due respect, should be entitled to peace and quiet forever...

#### **Julie Fogden**

I have lived near to the church on and of over my life and have a great fondness for it so would ask you seriously consider the detrimental effect converting it and surrounding area could have on the historical aspect of the church, it is in a difficult place for access and I would hope there would not be a change to the overall look, ie no knocking down walls or chopping down trees, we need our nature! Could the church not be kept for the benefit of the community? Please consider all options....Julie Fogden, a friend of the churchyard

#### **Kenneth Green**

Regarding the proposals for the lease of the former church and part of the churchyard of St. Mary's, Rumboldswyke, in the Diocese of Chichester.

As a parishioner, local historian and a churchgoer of the parish for over ninety years I would like to submit my observations concerning the matter.

I have a couple of reservations about the change of use, there is a question of parking which has always been a problem with the churchyard, particularly when a

funeral is taking place. Will we have permanent parking on site?, I would hate to see the present graveyard being so used.

Any rules regarding parking that may be imposed would be difficult to control should the premises be let out to Air-B&B or similar short term tenants

I am also concerned about the fate of the several wall monuments that adorn the Church, in the past the architects who used the premises have allowed visitors to inspect or photograph them. I would like to think that this facility will be continued as a condition of any consent. These memorials are of considerable local historic interest.

There is also an ancient piscina set into the chancel wall, this should be protected from damage or misuse and available for inspection by interested parties.

Among the furnishings within the church are an altar table and a fine pulpit, which belong to Saint George's. It has been convenient that these have been allowed by the present tenants to remain in the building. Is this facility to be allowed in the future?

I would also ask whether the repair of the building is the responsibility and at the expense of the leaseholder, this should also apply to the upkeep of the several trees on the site.

These are matters of concern which, I believe, should be answered before any final permissions are given.

## Supplementary comments - Rumboldswyke

1. Joint response from Whyke PCC and The Friends of St Mary's Churchyard
2. Dr John Fitch
3. Cllr Sarah Sharp

**Joint response from Whyke PCC and The Friends of St Mary's Churchyard**30<sup>th</sup> January 2024

**Re: Further comment in connection to the draft Pastoral Scheme providing for the lease of the old church building of St Mary, Whyke, and part of the churchyard for office and/or residential use.**

Dear Mr Andrew,

Thank you for the invitation to make further comments in light of the Diocesan response to the representations made by ourselves and others in relation to the Pastoral Scheme.

We fully acknowledge Bishop Martin's point that the Diocese is not in a position itself to implement a scheme for community use of St Mary's due to the current lease on the property. This, however, was not our intention in making a representation against the Scheme. Rather, we sought time and an opportunity to draft and present, with input from other community stakeholders, such a scheme for communal use. This would involve, amongst other things, conversations with the current leaseholders (which have already begun); drawing up plans for the building; obtaining funding for the purchase and refit of the building; and undertaking additional due diligence and seeking professional advice regarding the legal and organisational structure of such a community-owned scheme.

Our principal motivation in seeking this opportunity stems from several people within the congregation of St George's, the members of the PCC included, and the wider community who have expressed an interest in the building as a community space rather than a private dwelling. Allied to this is a shared concern, from us and others in the community, that allowing the building to be a private residence will have a potentially irreversible impact on the spiritual, memorial, historical and ecological significance of the site as embedded within the wider churchyard and community area.

In saying this, we would question the comment made by the Bishop that, until the publication of the Draft Scheme, there had been no known interest in use of the building for community use. As a matter of public record, there were, in fact, expressions of interest to this effect as

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part of the Chichester District Council's planning process. Furthermore, the fact that the Draft Scheme was displayed publicly at St George's brought it to several people's attention for the first time. For others who had been aware of the planning application, the change of use and prospective sale of the lease on the Old Church had nonetheless fallen out of mind in large part due to the Covid pandemic. The public display of the Draft Scheme reawakened their interest and concern, the latter presumably being one of the purposes of making the Draft Scheme available to the public.

This last point answers the question of why we consider residential use of the Old Church would be inappropriate. Or more accurately, we feel it would be inappropriate not to gauge properly the level of community interest and the viability of using the Old Church as a community space before allowing it to be a private dwelling. This is a unique opportunity to do so for such an historic church building with potential for outreach and mission, one that may not come around again. In saying this, we would also like to highlight how recent campaigns in the area to save much-loved community buildings reveal a strong local activism. One such place being the Rumboldswyke Church of England Primary School which was marked for closure but saved in large part due to local campaigners and a newly forged partnership with a local Academy Trust. The other was a campaign to save the pub/restaurant Muchos Nachos, which is situated across the road from the Old Church building, and which was earmarked for closure and demolition but was saved again in no small part due to local campaigns.

We would also query the Bishop's comments that it is hard to see how a residence would have any more of an impact on the building and adjoining churchyard than use as an office. Firstly, we would like to point out that the current occupiers are a firm of architects with substantial knowledge and expertise in ecclesiastical buildings and churchyards, with all that this entails regarding respecting the spiritual and historical significance of the actual building and churchyard. This is by no means a given were the building to be used as a private dwelling, even less so were it to become a holiday let. The current occupiers have, moreover, made very few alterations to the churchyard, something which is much more likely in the case of a private dwelling with its consequent impact on the integrity of the building and outside space including their ecological significance, something which we feel has not been fully addressed in the Bishop's response.

We note further the comment in the Bishop's letter, made in response to Cllr Sharp, that there is already a community space available at St George's and St George's Centenary Centre. While this is true, it does not fully recognise how the diverse communities of South Chichester are separated from each other. This is true socio-economically but also geographically, physically and spiritually. There is a strong perception that the main railway line that runs through the area acts as a de facto social dividing line. Though this is an inaccurate generalisation, it does hold truer for the Kingsham Estate south of the railway. St George's is located north of the railway and the Old Church is situated south of it. In terms of mission, the PCC at St George's has long been aware that more is needed to be done south of the railway, especially in the Kingsham Estate. A positive indication of this has come in the last year, during which time there have been signs of new engagement from those living south of the railway with the churchyard and church, partly through the activities of the newly formed Friends group, where many of these people have discovered a personal connection to the

churchyard in terms of family members who are buried there. Our hope as a PCC and Friends group is to overcome further this separation, whether perceived or real, and by working with local partners such as Rumboldswyke Primary School, local businesses, and other local community organisations and community-minded individuals. To echo our earlier point, this too represents a recent development that has brought the potential value of the Old Church to the wider community into sharper focus and, we believe, warrants further examination before allowing the lease on the building to be sold and the latter used as a private dwelling.

If the Commissioners decide a hearing should be held regarding this case, we would like an opportunity to speak to the Committee regarding our representation.

Yours Sincerely,

The Revd Dr Angus Reid  
Rector of St George's Whyke and  
Chair of the PCC

Dr Sam Kelly  
Chair of the Friends of St Mary's Churchyard  
and member of the PCC

In consultation and with approval from the PCC and the Friends of St Mary's Churchyard sub-committee.

**Dr John Fitch**

Dear Mr Andrew,

Thank you for your careful summary of the representations made on this matter, and for the opportunity to make further comments in light of the Diocesan response.

The Bishop is correct that, given the existence of the 125-year lease, the Diocese "is not in a position to implement" a scheme for community use of the Old Church. However, none of the representors proposed that the Diocese itself should implement such a scheme. What was requested was a proper opportunity for the Rumboldswyke community to draw up a scheme for communal use. Such a scheme would include an organisational structure (no doubt a Trust) and funding sources for purchasing and maintaining the building.

Any change in the permitted use of the building (whether to residential or community use) will involve a variation of the lease. Although the current request for variation comes through the lessee, it actually arises from the desire of a potential purchaser to convert the building as a private residence. If the Diocese were to allow that variation, it would in effect be supporting the individual purchaser's goals over the expressed wishes of a significant portion of the Rumboldswyke community, as conveyed by the representors.

In view of those expressed wishes, the Diocese would not be acting unreasonably if it were to deny the proposed variation of the lease. Office use would then remain the only permitted use. Since there has been virtually no interest in office use since the building was marketed in 2021, such a denial (whether absolute or temporary) would, in effect, give an opportunity for local leaders to put together a scheme for communal use. On the other hand, the Diocese would, in my view, be acting

unreasonably if it were to place the interests of an individual purchaser ahead of those of the community.

It is not correct to say that “until the publication of the draft Scheme there had been no known interest in use of the building for community use”. There were, in fact, several such comments when the proposal for conversion to a private residence was going through the Chichester District Council’s planning process. These comments are public documents. They can be found on the Council’s website under Planning Applications, using the search term ‘Old Church’. One comment, dated 16 March 2023, was from myself as then Chair of the Friends of St Mary’s Churchyard, a volunteer group which at that time had 56 members, and now has over 70.

It is worth emphasising that there is a new energy in Rumboldswyke parish, arising in part from the appointment of a young and vigorous Rector, and manifested by the formation of the Friends group. Although the remit of the Friends covers the churchyard only, many of the members would undoubtedly be interested in the Old Church also. In this situation it seems likely that leadership will arise to develop a scheme for community use, if the opportunity is given.

Finally, it is surely tendentious to claim that representors have not explained why residential use of the Old Church would be inappropriate. The immediate reason is that, as I said in my representation, conversion of the building to a private residence would preclude public access to an interior space which represents the history of the Rumboldswyke community. The broader reason is that, as another representor wrote, “the building could be put to a much more beneficial use for the whole community [than as a private dwelling].”

If the Commissioners decide a hearing should be held regarding this case, I would like an opportunity to speak to the Committee regarding my representation.

**Cllr Sarah Sharp**

I realize that I have missed the deadline for replying. My apologies for this oversight. I would like to point out that I am currently on compassionate leave and on a phased return to work since my husband fell ill on 5th September (one day before CDC's Planning Committee discussed the St Mary's Planning Application).

I have hence been writing on this matter from my private email address, rather than using my Council addresses. Clearly I do not write or speak on behalf of any of the Councils (District or County) to which I have been elected. However I do feel I need to speak up.

I could comment at length on what the Bishop has said but my time is short due to visiting my husband in hospital.

I would like to make one important point. I believe the authorities underestimate the psychological and real barrier that a railway line puts in a community. I would like to give my personal example of this. I grew up in the Parish of Hatfield Hyde which was one of the largest parishes in the Diocese of St Albans. Hatfield Hyde is now part of Welwyn Garden City, a new town divided by a railway line. The social housing was

one side of the railway line and was covered by the parish of Hatfield Hyde and the shops/facilities/library and more expensive housing were the other side of the tracks. With the right to buy policy traditional council estates as you know now have a greater mix of people from many different backgrounds but there is still to some extent a sense of growing up on the "right" or "wrong" side of the tracks.

Although this situation as described in the town I grew up in is not identical to Whyke and Chichester there are some strong parallels. The suggestion that the two churches are a mere 4 minute walk away is not 100% accurate. The barriers mean that anyone making this journey has to add on 10-20 minutes to any potential journey time and standing for such a length of time to see up to 4 trains passing is not particularly pleasant in poor weather. Anyone who lives here understands that the two parts of the parish are divided by a barrier. There are 3 pedestrian bridges - but the steps would be daunting to people with disabilities or prams or anyone not fit. There is one slopy bridge that you can use with a pram or push you bike up (cycling is not allowed) but this makes the walk long for many people. At dark two of the 3 bridges are poorly lit - further restricting the movement of some people who are more cautious or the older generation. There have been efforts made to add improved lighting by the community for many years to little avail.

Most of the people living south of the railway to whom the Church might like to consider making more outreach live on the Whyke Estate who would have a longer than 4 minute walk to get to St George's - having to consider how to cross the railwayline.

I would clearly like to encourage more people to walk or cycle from the closeby areas but realistically we know that many people drive such short distances. However for many people on lower incomes they do not own a car. So suggesting that they can just walk to St George's is actually not always easy. People's lives are all different but I know many people who are on low incomes, who have children, or who are unwell and infirm and for whom travel crossing the railway line is very difficult.

I hope that this email has given you some understanding why I believe that keeping a building open to the community south of the railway is valuable. I understand that many people might not share my views but I wanted to explain why I felt ill at ease with the 4 minute walk comment.

The area south of the railway needs to treasure its unique history, have access to this most ancient building and we need to build on the growing sense of community rather than having washing and other domestic paraphernalia potentially sitting uncomfortably next to a consecrated churchyard.

I hope that you can consider my views despite missing the deadline.

I understand that this is just a change of tenant and I very much hope that when the lease has expired the building can return to community use in the future.



**The Bishop of Chichester**

*The Rt Revd Dr Martin Warner*

Rex Andrew  
Pastoral  
Church Commissioners  
Church House  
Great Smith Street  
London  
SW1P 3AZ  
Sent by email: [rex.andrew@churchofengland.org](mailto:rex.andrew@churchofengland.org)

5th February 2024

*Dear Rex,*

**Former church of Rumboldswyke St Mary**

Many thanks for your emails dated 30th and 31st January on the former church of Rumboldswyke St Mary, including the further comments from representors. I note that the Commissioners have not asked me to address specific questions.

Having read and considered the additional points made by the representors, my position as set out in my letter dated 23rd January remains unchanged. The church was closed in July 1994, and since July 2003 has been subject to a 125-year lease. Since the lease agreement did not allow for public access, the building has not been accessible to the public for over 20 years. It would therefore be wholly unreasonable for the diocese to withhold consent for the proposed change of use from office to residential on the basis that the building will not be open or accessible to the public.

As to the suggestion that a decision should be delayed at this point to allow time for a proposal for community use to be drawn up, my understanding is that the property was marketed by Medhurst Commercial Agents on behalf of the lessee between February and August 2021. During that period there

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were 12 formal expressions of interest for residential use and one for commercial (office) use, but none for community use.

By virtue of the subsequent planning application (which was not made by the diocese), the PCC of Whyke have been aware of the plans to change the building's use for some time. At no stage has any approach been made to the diocese to use the building for community purposes. However, even if the PCC had approached the diocese, it would not have been possible to take their interest forward due to the fact that the building is subject to the 125-year lease.

In summary, the position here remains unchanged from my earlier letter. The diocese is reacting to a request by the lessee to amend the permitted use from office to residential. If the amending scheme is not made, the building will simply continue in use as an office. Not making the scheme would not mean that public access would be granted, or that the building would be made available to the community or for mission-based projects; nor does the diocese have any influence in this regard.

Yours,

+Martin