



Mr Calum Thomas

Senior Planning Officer

Chichester District Council

Sent via email: [cthomas@Chichester.gov.uk](mailto:cthomas@Chichester.gov.uk)

26th January 2026

Dear Mr Thomas

**Re: 22/02346/OUT Foxbridge Golf Club Foxbridge Lane Plaistow West Sussex RH14 0LB**

**Outline application for a wellbeing and leisure development comprising up to 121 holiday units; the construction of a spa with accommodation of up to 50 bedrooms; the conversion of the former clubhouse into a restaurant and farm shop; the formation of a new vehicular access from Foxbridge Lane, new internal roads, footpaths, cycle routes and car parking areas; the construction of a concierge building and new hard and soft landscaping, including the formation of new ponds. All matters reserved except for means of access.**

The Parish Council **objects** to the above application for a large-scale hotel and holiday accommodation development on the former Foxbridge Golf Course for the numerous reasons already presented including conflict with countryside policy, unsustainable location, landscape harm, and transport impacts.

- The Parish Council would like to highlight the objections of a resident which were sent to the Parish Council. The Parish Council understands the resident is also to object directly to Chichester District Council. The resident's objections which the Parish Council endorse are set out below:

The Planning Officer and Committee members deciding on this application should request sight of "either a draft Section 106 agreement or, at the very least, binding and detailed heads of terms prior to determination, so that unintended and irreversible consequences are minimised and the development approved is the development that is actually delivered. What follows explains why this is critical in this case.

### Locational unsuitability and sequencing risk

The site's location is inherently unsuitable for the scale and nature of development proposed. The site is remote from settlements, poorly served by public transport and lacks any meaningful visitor attractions within walking or cycling distance. These characteristics previously undermined the viability of the golf course as a leisure destination and remain unchanged. No evidence has been provided to demonstrate that the site is now capable of supporting a more intensive destination leisure use. On this basis, the proposal conflicts with adopted countryside and sustainability policies and should be refused in principle.

The same locational weaknesses materially increase delivery and sequencing risk. In the absence of nearby attractions, the planning justification for the holiday lodges depends entirely on the presence of on-site leisure and wellbeing facilities. If lodges were occupied before those facilities were constructed and operational, the development would function as stand-alone accommodation reliant on private car travel, resulting in impacts materially different from those assessed. Given the commercial uncertainty inherent in delivering capital-intensive leisure infrastructure in this location,

it is essential that any permission secures, through a binding Section 106 agreement, the completion and operation of the spa and visitor attractions prior to the occupation of any holiday lodges. Without such safeguards, the Local Planning Authority cannot be confident that the development would be delivered comprehensively or that the planning balance relied upon would be realised in practice.

#### Why the Section 106 is central to this decision.

This proposal is promoted as a destination leisure and wellbeing development, not a holiday park or accommodation-led scheme. The spa and leisure facilities are presented as the core public benefit and the justification for development in this countryside location.

The holiday lodges are therefore not neutral elements; their acceptability is entirely dependent on the leisure offer being delivered and operating.

In this context, the Section 106 is not a routine mechanism for securing ancillary obligations. It is the only realistic tool available to the Local Planning Authority to ensure that:

- the scheme is delivered as a single, integrated development, and
- the elements relied upon in the planning balance are not deferred, diluted or abandoned.

Without a robust and enforceable Section 106, the proposal is structurally prone to partial delivery.

#### The specific risk this scheme presents.

In mixed leisure developments, there is a well-established risk that:

- the lowest-risk and quickest-return elements (holiday lodges) are built and occupied first.
- the highest-risk and most capital-intensive elements (spa and leisure facilities) are delayed, scaled back or not delivered at all.

Once lodges are occupied, the Local Planning Authority's leverage to secure the remaining elements is significantly reduced. The development that results may bear little resemblance to the development that was assessed and approved.

This risk is particularly acute here because:

- the site has no walkable or cyclable attractions.
- without the spa and leisure facilities, the lodges have no independent planning justification.
- early occupation would immediately worsen traffic and sustainability impacts.
- the development would, in effect, become a car-based accommodation site in open countryside.

#### The “acid test” of deliverability

A critical question for Members is whether the spa and leisure facilities are viable in their own right, taking full account of the site's location.

If the business model requires the early sale or occupation of holiday lodges in order to fund or justify construction of the spa and leisure elements, that is strong evidence that:

- the leisure offer is too weak for this location, and
- the scheme is not genuinely a destination leisure development.

This site has already experienced the failure of a leisure use due to its locational disadvantages. Approving a further leisure proposal that is dependent on accommodation delivery to survive carries

a clear risk of repeating that pattern, with the added consequence of permanent built development remaining once the leisure concept fails.

What must be secured if approval is contemplated?

If the Local Planning Authority is minded to grant permission, it is essential that this is done on a fully informed basis and with safeguards in place from the outset. In particular:

1. A draft Section 106 or binding heads of terms must be available before determination

Members cannot responsibly assess risk without knowing what controls are proposed. Deferring this to post-committee negotiations would undermine informed decision-making.

2. Leisure facilities must precede any lodge occupation

The Section 106 must secure, without exception, that:

**No holiday lodge is occupied until the spa and core leisure facilities are fully constructed and operational.**

This requirement must be explicit, enforceable and not subject to later viability arguments.

3. No viability-based escape clauses

If the leisure facilities are necessary to make the development acceptable in planning terms, they must be mandatory. The Section 106 must not allow the applicant to avoid delivery on the basis of changing market conditions or financial difficulty.

4. Clear management and occupation controls

Strict holiday-only occupation, effective management arrangements and enforceable monitoring provisions must be secured to prevent drift into an accommodation-led or unmanaged form of development.

Conclusion

The application should be refused for the many substantive policy reasons already identified.

If, however, the Planning Committee is minded to approve the scheme, it is essential that Members do so with full sight of the mechanisms intended to control risk. Without a draft Section 106 or binding heads of terms, and without an absolute requirement that the spa and leisure facilities are completed and operational before any lodge is occupied, the Local Planning Authority cannot be confident that the development approved will be the development delivered.

In those circumstances, approval would carry an unacceptable risk of unintended and irreversible consequences in a sensitive countryside location.”

Yours sincerely

*J Bromley*

Jane Bromley

Clerk & RFO of Plaistow and Ifold Parish Council

**CC.** email: [dcplanning@chichester.gov.uk](mailto:dcplanning@chichester.gov.uk); Chichester District Councillors: Charles Todhunter and Gareth Evans.