

Dear Kerry Trueman,

Re Hearing Statement additional to representation 1189787

My representation was on Para 99 of the NPPF and I would like to respond to two of the Inspector's questions.

Matter 6 Issue 1 Q6 is Policy 28 legally compliant, justified, effective, consistent with national policy and positively prepared?

Policy HA2 has not been positively prepared because, it's deliverability has not been substantiated and it has not been prepared consistent with national policies.

For the allocation to be deliverable Ifield Golf Course would have to be lost and Policy 28.3 a) would have to be followed and a replacement golf course identified which have to meet the criteria set out in the policy. Policy 28.3. is generally in line with caveat b) of Para 99 of the NPPF but it has been expanded so that there is no doubt what is required of the replacement facility. This is that it must be a replacement facility having appropriate quality, capacity in an equally accessible location within the vicinity.

The procedure set out above covers caveats a) loss of a facility and b) replacement facility, of para 99 of the NPPF. Caveat c) of para 99 of the NPPF is not applicable because the development is not for alternative sports or recreational facilities.

Although policy 28.3 is consistent with national policies it has not been followed and Policy HA2 allocation -Land West of Ifield- is unsound.

Matter 9 issue 1. Q9 d) Is the allocation consistent with para 99 of the NPPF especially with regard to the loss of Ifield golf Course.

The allocation of Strategic Policy HA2: Land West of Ifield is not sound. It has not been positively prepared because it's deliverability has not been substantiated and it has not been prepared consistent with national policies.

The deliverability of this site is dependent on HDC being able to satisfy Para 99 of the NPPF as regards the loss of a golf course. There are 16 paragraphs in the preamble to Policy HA2 and there is no mention of Para 99 and therefore there is no indication how the site will be delivered. For that matter there is no mention of a golf course at all.

The only mention of a golf course is in a minor part of HA2- 2 g) of the policy statement. It says "In addition, the provision of appropriate mitigation for loss of Ifield Golf facilities will be required in the absence of site-specific evidence demonstrating that the surrounding area has capacity to accommodate its loss."

This statement confirms that Para 99 of the NPPF has not been followed in the preparation of Policy HA2. Even if the procedure described in Policy HA2-2g had been completed it would not have been consistent because Para 99 (and also Policy 28.3) stipulates replacement facility and not appropriate mitigation.

For Policy HA2 to be made sound and deliverable it would have to state " a large part of the land West of Ifield is Ifield golf course and a replacement golf course will be provided according to Policy 28.3".

A new paragraph, 10.99 in the preamble to Policy HA2 would have to give full details, including guarantees, of how 28.3 will be satisfied regarding, capacity, quality and accessibility.

With respect, this policy should be re-written so that it is clear and unambiguous because the developer, Homes England, has already put forward draft documents using a distorted view of Para 99. They have completely ignored the 28.3 replacement facility and used the mention of mitigation in HA2-2g) to put forward a mitigation plan for the loss of Ifield golf course. This plan suggests that the loss of Ifield golf course is mitigated by quality improvements to two pay and play courses, one of which is 6 miles away.

Kind regards

Denis Taylor