Before the Honourable Mr Justice Lavender

IN THE HIGH COURT OF JUSTICE **CO/1658/2021**
QUEEN'S BENCH DIVISION
ADMINISTRATIVE COURT
PLANNING COURT

B E T W E E N :

THE QUEEN

(on the application of Sussex Wildlife Trust)

Claimant

– and –
South Downs National Park Authority

Defendant

– and –
Cuckmere Haven SOS

1st Interested Party

– and –
(1) John Nigel Newton (2) Richard Paul Abbott (3) Clifford John Abbott (4) Stephanie Ayres Phillips (5) Anna Ayres Phillips (6) Carolyn McCourt (7) Lucy Mutter (8) Sophie Mutter (9) Michael Deane Munro Ann and (10) Catherine Alice Ann

(Known collectively as) **2nd Interested Party**

[DRAFT] CONSENT ORDER

UPON READING the Claim Form and associated documents including the pre-action correspondence in this matter

AND UPON the Second Interested Party being added as a party to this claim

AND UPON the Defendant having indicated that it will not contest the claim on the grounds set out in is pre-action response dated 27 April 2021 and summarised in the Schedule to this Order

AND UPON the First and the Second Interested Parties both indicating that they will not contest the claim on ground (1A) – as confirmed by the First Interested Party in a letter to the Court dated 26 May 2021, and by the Second Interested Party in a letter to the Claimant dated 10 June 2021 – and as summarised in the Schedule to this Order

IT IS ORDERED BY CONSENT THAT:

1. Permission is granted for the claim to proceed;

2. The Defendant's decision to grant planning permission by a decision notice dated 26 March 2021 (for the repair, reconstruction and extension of existing sea

defences at 1-2 Cuckmere Cottages, South Hill, Cuckmere Haven, Seaford, East Sussex) is quashed because the Defendant failed to carry out an environmental impact assessment contrary to Regulation 3 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017. The parties' respective positions in relation to the various other grounds of claim are set out in the Schedule to this Order,

3. The Defendant is to pay the Claimant's costs of filing the claim in the sum of £5,000 plus VAT;

4. In accordance with section 194 of the Legal Services Act 2007, the Defendant is to pay costs for pro bono representation in this matter to the Access to Justice Foundation (PO Box 64162, London WC1A 9AN) in the sum of £1,000 plus VAT; and

5. The First and Second Interested Parties are to bear their own costs of the claim.

Signed. .. ..
For the Claimant
Dated: 23 June 2021

Signed: .. ..
For the Defendant
Dated: 14 June 2021

Signed: .. ..
For the First Interested Party
Dated: 22 June 2021

Signed:
For the Second Interested Party
Dated: 23 June 2021

BY THE COURT

SCHEDULE

The Claimant, and the Defendant agree that the decision of 26 March 2021 to grant planning permission for the repair, reconstruction and extension of existing sea defences at 1-2 Cuckmere Cottages, South Hill, Cuckmere Haven, Seaford, East Sussex ("**the Decision**") should be quashed on the basis that in granting the permission

Ground (1A)	The Defendant failed to carry out an environmental impact assessment contrary to Regulation 3 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017;
Ground (1B)	The Defendant failed to comply with section 125 and/or 126 of the Marine and Coastal Access Act 2009 by not assessing the risk to the protected features of the Marine Conservation Zone and/or related ecological and geomorphological processes or notifying the appropriate statutory conservation body; and
Ground (2)	The Defendant failed properly to apply the tests set out in Policy SD9 of the South Downs Local Plan.

The First and Second Interested Parties also concede the claim on ground (1A), as set out above, but have reserved their position with regard to grounds (1B), (2), (3) and (4)

For the avoidance of doubt, the Claimant considers that the Decision was also unlawful for the reasons set out in grounds (3) and (4). However, it accepts that those points do not require the determination of the Court given the Interested Parties' respective concessions on ground (1A), and the Defendant's concession on ground (1A-B) and (2), as set out above

BY THE COURT