

320171027P

**Planning obligation by deed of agreement under the
Town and Country Planning Act 1990 Section 106 for
use in conjunction with an application for planning
permission**

THIS AGREEMENT is made the *24th* day of *March* 2014

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, BB7 2RA ('the Council')
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall, Fishergate, Preston PR1 8XJ ('the County Council')
- (3) **STONYHURST** (Company Reg No. 6632303) of Stonyhurst College, Stonyhurst, Hurst Green, Clitheroe, BB7 9PZ ('the Owners')

RECITALS

- A** The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- B** The County council is also a local planning authority and the local education authority for the area in which the land is situated
- C** The Owners are the freehold owner of the Site as set out in Schedule 1.

- D The Owner has submitted the Application to the Council and the Parties have agreed to enter into this Agreement made by Deed under Section 106 of the 1990 Act in order to secure the planning obligations contained in it.
- E The Council resolved on the 14 March 2013 to grant the Planning Permission subject to the prior completion of this deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

- 1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990,
- 1.1.2 'Affordable Housing' means subsidised housing that will be available to an Approved Person,
- 1.1.3 'the Affordable Housing Land' means the land that is the part of the Site designated for the construction of the Affordable Housing Units,
- 1.1.4 'the Affordable Housing Units' means the Affordable Housing Land comprising nine (9) residential units, of which four (4) are Rented Units, five (5) are Shared Ownership Units, and 'an Affordable Housing Unit' shall be construed accordingly,
- 1.1.5 'the Applicant' shall mean a person applying to the Owner for a Rental Agreement of a Unit and in assessing an Applicant's application and eligibility for a Rental Agreement of a Unit all due regard shall be given to the Applicant's intended household,

- 1.1.6 'the Application' means the application for full planning permission for the Development dated the 9th October 2012 submitted to the Council and allocated reference number 3/2012/0964,
- 1.1.7 'Approved Person' means a person who meets the Qualifying Criteria,
- 1.1.8 'Borough' means the Borough of Ribble Valley.
- 1.1.9 'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence the Development' shall be construed accordingly,
- 1.1.10 'the Date of Practical Completion' means the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect,
- 1.1.11 'the Development' means the development of the Site with 30 Dwellings pursuant to the Planning Permission,
- 1.1.12 'Discounted Sale Unit' means the sale of an Affordable Housing Unit at a discount of 40% of the Open Market Value in perpetuity,
- 1.1.13 'Dispose' means each and every means by which the right of occupation of the Affordable Housing is given or transferred to another person body or company and 'Disposal' shall be construed accordingly,

- 1.1.14 'a Dwelling' means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly,
- 1.1.15 "Elderly Person Units" means the Dwellings on the site which are subject to a restriction limiting the main occupier to a person with a minimum age of 55 years.
- 1.1.16 'Financial Need' means an Applicant whose means are not reasonably sufficient to enable him/her to buy or rent a suitable property in the Locality or the Neighbouring Parish which is reasonably convenient and suitable for the Applicant,
- 1.1.17 'Financial Need Criteria' means:
- (a) that the Applicant cannot afford to rent suitable accommodation on the open market in the Locality or the Neighbouring Parish; or
 - (b) no suitable alternative affordable accommodation is available in the Locality of the Neighbouring Parish on the open market,
- 1.1.18 "GBCI" means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other Index replacing the same).
- 1.1.19 'Homes and Communities Agency' means the Homes and Communities Agency or its statutory successors,
- 1.1.20 'the Housing Corporation' means the Housing Corporation as defined in Section 56 of the Housing Act 1996 or its statutory successors,
- 1.1.21 'Independent Valuer' means an independent chartered surveyor with not less than 10 years post-qualification experience in the valuation of land and developments for use as permitted by the Planning Permission who shall be appointed by the Owner and the Council or in default of agreement within 7 working days of either party seeking the agreement of the other, to an

appointment at the request of the Owner or the Council by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors,

- 1.1.22 "Interest" means interest at 4 per cent above the base lending rate of the Bank of England from time to time.
- 1.1.23 'the Locality' means the parish of Aighton Bailey and Chaigley,
- 1.1.24 'the Local Housing Allowance' means the Local Housing Allowance rates for the Borough of Ribble Valley from time to time or any statutory replacement thereof,
- 1.1.25 'Living' means those currently living in the Locality, Neighbouring Parish or Borough (as applicable),
- 1.1.26 'the Market Housing Units' means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing,
- 1.1.27 'Neighbouring Parish' means the parishes which have a neighbouring common boundary with the Locality,
- 1.1.28 'Next of Kin' means mother, father, brother, sister or adult dependant children,
- 1.1.29 'Nominated Officer' means the Council's Housing Strategy Officer or such other officer of the Council as may from time to time be nominated by the Council to act in his place,
- 1.1.30 'Nomination Process' means the process of nominating an Approved Person as set out in Schedule 3.
- 1.1.31 'Notice' means a written notice from the Owner to the Council confirming that the Owner intends to market for sale Shared Ownership Units and in which

the Owner invites the Council to agree the Open Market Value of the Shared Ownership Units,

1.1.32 'Occupation' means the use of a Market Housing Unit for residential purposes,

1.1.33 'Open Market Value' means the best price at which the sale of the freehold interest in the Shared Ownership Unit (together with any rights easements provisions covenants and other matters benefiting it but subject to any incumbrances restrictions stipulations or covenants which may affect it and which will still subsist and are capable of taking effect) would have been completed unconditionally for cash consideration by private treaty at the date of the Notice with vacant possession on completion of the sale assuming:

1.1.33.1 a willing seller; and

1.1.33.2 that prior to the date of the Notice there had been a reasonable period (having regard to the nature of the Shared Ownership Unit and the state of the market) for the proper marketing of the interest the agreement of price and terms and the completion of the sale; and

1.1.33.3 that the state of the market levels of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of the Notice; and

1.1.33.4 that no account is taken of any additional bid by a buyer with a special interest; and

1.1.33.5 that both parties to the transaction had acted knowledgeably prudently and without compulsion

1.1.34 'the Plan' means the plan attached to this deed,

1.1.35 'the Planning Permission' means the planning permission issued by the Council,

1.1.36 "Primary Cost Per Place" means $\text{£}12,257 \times 0.9 \times \text{GBCI} / 238.4$

1.1.37 "Primary Education Contribution" means the sum equating to the number of Primary Pupil Places Required x Primary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places;

1.1.38 "Pupil Places Required" means the number of primary or secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;

1.1.39 "Pupils Expected to be Resident" means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number);

"Pupil Yield Figure" means

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
	one	two	three	four	five
<i>Primary</i>	0.01	0.07	0.16	0.38	0.44
<i>Secondary</i>	0	0.03	0.09	0.15	0.23

1.1.40 'Qualifying Criteria' means priority in which an Applicant will be allocated a Rental Agreement of a Rented Unit being first in priority order:

- (a) those currently Living in the Locality for more than 10 years;
- (b) those currently Living in the Locality and have done so continually for between 5 to 10 years;
- (c) those currently Living in the Locality and have done so continually for a minimum of 12 months or

- (d) those currently Working in the Locality to which they have applied for accommodation;
- (e) those Returning to the Locality;
- (f) those currently Living in a Neighbouring Parish for more than 10 years;
- (g) those currently Living in a Neighbouring Parish and have done so for between 5 to 10 years;
- (h) those currently living in a Neighbouring Parish and have done so continually for a minimum of 12 months;
- (i) those currently Working in a Neighbouring Parish to which they have applied for accommodation;
- (j) those Returning to the Neighbouring Parish;
- (k) those currently Living in the Borough for more than 10 years;
- (l) those currently Living in the Borough and have done so continually for between 5 to 10 years;
- (m) those currently living in the Borough and have done so continually for a minimum of 12 months;
- (n) those Working in the Borough;
- (o) those Returning to the Borough; and finally
- (p) those who are able to justify a requirement for accommodation in the Borough,

1.1.41 **'the RSL'** means a registered social landlord as defined in Part 1 of the Housing Act 1996, who is registered with the Housing Corporation pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act, and who is approved by the Council (such approval not to be unreasonably withheld or delayed),

1.1.42 **'Rental Agreement'** means a letting agreement for a Rented Unit granted by the RSL on its standard terms and conditions to an Approved Person in accordance with the Nomination Process as shall be appropriate for the site and subject to a rent which is accepted as affordable for the Borough by the

Homes and Communities Agency provided that it does not exceed the Local Housing Allowance but which shall exclude any right which the lessee may otherwise have to acquire the freehold interest in the Rented Unit to which that rental agreement relates (as far as it is legally possible to do so),

- 1.1.43 'Rented Units' are Units which are available for rent only,
- 1.1.44 "Reserved Matters Consent(s)" means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;
- 1.1.45 'Returning' means persons who at least one of the adult Applicants have Next of Kin who currently live in the Locality, Neighbouring Parish or Borough (as applicable),
- 1.1.46 'Right of Pre-Emption' is a right contained in the Shared Ownership Lease for the RSL to buy back the Shared Ownership Units,
- 1.1.47 "Secondary Cost Per Place" means $\text{£}18,469 \times 0.9 \times \text{GBCI}/288.4$
- 1.1.48 "Secondary Education Contribution" means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places within three miles of the Site;
- 1.1.49 'Shared Ownership Lease' means a lease of a Shared Ownership Unit that contains with it a Right of Pre-Emption and Shared Ownership Leases shall be construed accordingly,
- 1.1.50 'a Shared Ownership Unit' means a unit of Affordable Housing in respect of which a Shared Ownership Lease is granted by the RSL to an Approved Person and Shared Ownership Unit shall be construed accordingly,

- 1.1.51 **'the Site'** means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1,
- 1.1.52 **'a Social Rented Unit'** means an Affordable Housing Unit which is let subject to an assured tenancy agreement with the RSL to persons identified in accordance with the nominations requirements of any funding agreement as approved by the Council in writing, at a rent not exceeding the target rent of the Housing Corporation,
- 1.1.53 **"Spare Places"** means the number of primary or secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 4 hereto;
- 1.1.54 **'Staircase'** means the exercise by the occupier pursuant to the Shared Ownership Lease of the right to acquire a greater interest in the Shared Ownership Unit by paying a percentage of the market value to the RSL after which the rent payable on the part retained by the RSL shall be reduced proportionately,
- 1.1.55 **'Units'** means the Affordable Housing Units and 'a Unit' shall be construed accordingly,
- 1.1.56 **'Working'** means a person who is permanently employed or self employed for a minimum of 18 hours per week paid or unpaid in the Locality, Neighbouring Parish or Borough (as applicable),
- 1.1.57 **'Working Days'** means any day of the week excluding Saturdays, Sundays and Bank Holidays.
- 1.2 **Interpretation**
- 1.2.1 **Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.**

- 1.2.2 **Words importing the singular meaning include the plural meaning and vice versa where the context so admits.**
- 1.2.3 **Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.**
- 1.2.4 **Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.**
- 1.2.5 **Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.**
- 1.2.6 **References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.**
- 1.2.7 **Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.**

2 Legal basis

- 2.1 **This planning obligation is made pursuant to the 1990 Act Section 106.**
- 2.2 **The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and County Council as local planning authorities.**

3 Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 5, Provisions of Immediate Effect, which shall come into effect immediately upon completion of this deed.

3.2 Duration

3.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.2.3 Nothing in this deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3, and no such early compliance shall amount to a waiver of the effect of this clause 3.

3.3 Other development

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

3.4 Non-enforcement

The obligations contained in this deed shall not be binding upon or enforceable against:

- 3.4.1 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services,**
- 3.4.2 the Owner after he has disposed of his interest in the Site, or in the event of a disposal of part, in the part disposed of, other than disposal of an interest in the nature of an easement or the benefit of a restriction or similar, but not so as to release the Owner from any antecedent breach, non-performance or non-observance of his obligations,**
- 3.4.3 any mortgagee of the RSL or any receiver appointed by such a mortgagee, or any person deriving title through such a mortgagee or receiver,**
- 3.4.4 any person to whom the RSL grants a lease of a Unit to, or any successor in title to any such person,**
- 3.4.5 any person to whom the RSL grants a Shared Ownership Lease,**
- 3.4.6 any mortgagee of a tenant under a lease of a Shared Ownership Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver,**
- 3.4.7 any person who by virtue of the terms of the lease of a Shared Ownership Unit is granted a new lease of that Shared Ownership Unit or any mortgagee of a Shared Ownership Unit or any successor in title of such person or mortgagee,**
- 3.4.8 the owners or occupiers of any Market Housing Unit or any mortgagee of a Market Housing Unit,**

3.4.9 any mortgagee of a Shared Ownership Unit or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or receiver;

provided that any mortgagee shall be a full member of the Council of Mortgage Lenders, unless otherwise approved in writing by the Council on a case-by-case basis.

4 Owner's covenants

4.1 The Owner covenants with the Council as set out in Schedule 3.

4.2 The Owner covenants with the County Council as set out in Schedule 4

5 Provisions of immediate effect

5.1 On completion of this deed the Owner shall pay to the Council and the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed of no more than £330.00 and £300.00 respectively.

5.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

5.3 The Owner agrees with the Council and County Council to give the Council and County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged, the notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

6 Notices

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to

have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

6.2 The address for any notice or other written communication shall be within the United Kingdom.

6.3 A notice or communication shall be served or given:

6.3.1 on the Council at Church Walk, Clitheroe, Lancashire BB7 2RA or such other address as shall be notified in writing to the Owner from time to time, marked for the attention the Housing Strategy Officer, and

6.3.2 on the County Council at PO Box 78 County Hall, Fishergate, Preston PR1 8XJ marked for the attention of the County Secretary & Solicitor

7 Local land charge

7.1 This deed shall be registered as a local land charge by the Council, and the Council shall immediately after the date of this deed register it as such.

8 Jurisdiction and legal effect

8.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.

8.2 The Courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Agreement.

8.3 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

- 8.4 No waiver (whether expressed or implied) by the Council or County Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 8.5 Subject to clause 8.6, if any dispute arises relating to or arising out of the terms of this agreement, any party (which for the purposes of this clause 8.5 shall include the Council and County Council) may serve written notice upon the other parties requiring the dispute to be determined under this clause 8.5. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 8.5.1 For the purposes of this clause 8.5 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 8.5.2 Any dispute over the type of specialist appropriate to resolve the dispute may be referred to at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 8.5.3.
- 8.5.3 Any dispute over the identity of the Specialist is to be referred to at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange this nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 8.6 The Specialist is to act as an independent expert and:

- 8.6.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
- 8.6.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 8.6.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 8.6.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 8.6.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 8.6.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 8.7 Responsibility for the costs of referring a dispute to a Specialist under this clause 8, including costs connected with the appointment of the Specialist and the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 8.8 This clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9. Indexation

Any sum referred to in this Deed including any instalment where any sum is paid by instalments shall be increased by the amount equivalent to the increase in the GBCI from the date hereof until the date of payment.

10. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due until the date of payment

IN WITNESS whereof the parties hereto have set their hands and/or seals the day and year first before written

SCHEDULE 1

The Owner's Title and Site Description

All that freehold land registered at HM Land Registry under title number LAN93952 and known as land at Whalley Road, Hurst Green, Clitheroe and shown edged red on the Plan.

SCHEDULE 2

Draft Planning Permission

(where available insert details or attach a copy of the draft planning permission and any conservation area or listed building consent)

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2012/0964

DECISION DATE: DRAFT

DATE RECEIVED: 09/10/2012

APPLICANT:

Stonyhurst College
Stonyhurst
Clitheroe
BB7 9PZ.

AGENT:

Carter Jonas LLP
Regent House
13-15 Albert Street
Harrogate
North Yorkshire
HG1 1JX

DEVELOPMENT PROPOSED: Erection of thirty dwelling houses, creation of a new access onto Whalley Road, new estate road, landscape, servicing, a replacement school car park, pick-up and drop-off provision, and public open space, along with demolition of the existing agricultural building.

AT: Land to the north of Whalley Road Hurst Green (between Warren Fold and School Lane comprising part field and school car park) Clitheroe BB7 9QH

Ribble Valley Borough Council hereby give notice that permission has been granted for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

1. The development must be begun no later than the expiration of three years beginning with the date of this permission.

REASON: Required to be imposed in pursuance to Section 91 of the Town and Country Planning Act 1990.

2. This permission shall be implemented in accordance with the proposal as detailed in the amended plan dated 5 December 2012 reference Y81:842.SK15 REVC and plans reference Y81:781.00 REVA in relation to all plot numbers and elevation drawings and plans LL02, LL03, LL04, LL05 in relation to landscape and boundary treatment.

REASON: For avoidance of doubt and to clarify which plans are relevant.

3. No development shall begin until detailed plans indicating the proposed slab floor level and road level has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.

P.T.O.

4. The new estate road access between the site and B6243 Whalley Road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any development takes place within the site with the exception of the replacement school car park.

REASON: To comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft and to ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

5. At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources. Details and a timetable of how this is to be achieved, including details of the physical works on site, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development on site. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter.

REASON: In order to encourage renewable energy and to comply with Policies G1 of the Ribble Valley Districtwide Local Plan and Policy EM18 of the North West of England Regional Spatial Strategy to 2021 and Policies EN3, DME5 and DMG1 of the Core Strategy 2008-2028 Regulation 22 Submission Draft.

6. No development shall take place until details of the provisions to be made for artificial bird (species) nesting sites/boxes have been submitted to and approved in writing by the Local Planning Authority. The approved works shall be implemented in full before the development is first brought into use, unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for bird species of conservation concern and reduce the impact of development in accordance with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and EN4 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

7. Prior to commencement of any works, a detailed mitigation plan for species identified in the ecological survey and assessment dated October 2012 including measures for protecting breeding sites or resting places shall be submitted to and approved in writing by the local planning authority.

The measures as detailed in the approved mitigation plan shall also include details of measures to enhance the ecological and biodiversity of the site through appropriate landscape planting and long-term management. All details shall be implemented in accordance with an agreed specified timetable and thereafter shall be permanently maintained in accordance with the approved details.

REASON: In order to reduce the impact of the development on biodiversity and safeguard the natural habitats of those species of conservation concern in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and EN2 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

P.T.O.

APPLICATION NO. 3/2012/0964

DECISION DATE: DRAFT

8. Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all trees identified under the requirements of condition 7 shall be protected in accordance with the BS5837 2012 (Trees in Relation to Construction) the details of which shall be agreed in writing. Implemented in full, a tree protection monitoring schedule shall be agreed and tree protection measures inspected by the Local Planning Authority before any site works are begun.

The root protection zones shall remain in place until all building work has been completed and all excess materials have been removed from site including soil spoil and rubble.

During the building works no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone. In addition no impermeable surfacing shall be constructed within the protection zone.

No tree surgery or pruning shall be implemented without prior written consent, which will only be granted when the local authority is satisfied that it is necessary, will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.

REASON: In order to ensure that any trees affected by development considered to be of visual, historic or botanical value are afforded maximum physical protection from the adverse effects of development in accordance with Policies G1 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and EN2 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

9. No development shall take place until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- (i) the parking of vehicles of site operatives and visitors
- (ii) loading and unloading of plant and materials
- (iii) storage of plant and materials used in constructing the development
- (iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- (v) wheel washing facilities
- (vi) measures to control the emission of dust and dirt during construction
- (vii) a scheme for recycling/disposing of waste resulting from construction works
- (viii) Details of the hours of operation in relation to construction traffic as a result of the development.

REASON: In the interests of protecting residential amenity from noise and disturbance in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

10. The dwellings shall achieve a minimum Level 3 of the Code for Sustainable Homes. No dwelling shall be occupied until a final Code Certificate has been issued for it certifying that Code Level 3 has been achieved.

REASON: In order to encourage an energy efficient development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

11. This planning permission shall be read in conjunction with the Legal Agreement dated ...

REASON: For the avoidance of doubt as the application is subject of an agreement.
P.T.O.

12. Prior to commencement of any phase of the development, details of the surface water drainage and means of disposal from that phase based on the hierarchy outlined in building regulation 83 and sustainable drainage principles with evidence of an assessment of site conditions shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To prevent the increased risk of flooding both on and off site in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

13. Surface water must be drained separate from the foul and no surface water will be permitted to discharge directly or indirectly into existing foul, combined or surface water sewage systems.

REASON: To prevent the increased risk of flooding both on and off site in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

14. Notwithstanding any indication on the approved plans, no development shall not be commenced unless and until a drainage strategy for disposal of surface and foul water has been submitted to and approved in writing by the Local Planning Authority. Development should be completed and maintained and managed in accordance with the approved details.

REASON: To prevent the increased risk of flooding both on and off site in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

15. No development shall take place until a surface water drainage scheme for the site based on sustainable drainage principles and assessment of hydrological and hydro-geological context of the development has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1:100 year critical storm will not exceed the run-off from undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with approved details before the development is completed. Advice is also given regarding surface water run-off and suds management scheme.

REASON: To prevent the increased risk of flooding both on and off site in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

16. No part of the development shall commence until a scheme for the construction of the site access has been submitted to, and approved by the Local Planning Authority in consultation with the Highway Authority.

REASON: To satisfy the Local Planning Authority and Highway Authority that the final details of the highway works are acceptable before work commences on site and comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

P.T.O.

17. There shall not at any time in connection with the development be erected or planted or allowed to remain upon the land hereinafter defined any building, wall, fence, hedge, tree, shrub or other device. The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4m measured along the centreline of the proposed access road from the nearer edge of the carriageway of the B6243 Whalley Road to points measured 70m in each direction along the nearer edge of the carriageway of the B66243 Whalley Road, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed by the Local Planning Authority in conjunction with the Highway Authority.

REASON: To ensure adequate visibility at the site access and to comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

18. The proposed access road shall be constructed to a minimum width of 5.5m with continuous 2m wide footway provision on both sides from the B6243 Whalley Road into the site for a minimum length of 10m.

REASON: To enable vehicles and pedestrians to enter and leave the site in a safe manner and comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

19. Notwithstanding the submitted details no development approved by this permission shall be commenced until design details and specifications of the internal streetscape and its associated lighting, street furniture, walls and fences has been submitted to and approved in writing by the Local Planning Authority. The works shall then be completed in accordance with approved details.

REASON: In the interests of the visual amenities of the area in accordance with Policies G1 and ENV1 of the Ribble Valley Districtwide local Plan and Policies DMG1 and DMG2 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

20. Notwithstanding the landscaping scheme submitted with this application, further details of landscaping along the northern boundary of the proposed development site shall be submitted to and approved in writing by the Local Planning Authority. These submitted details along with those submitted with the application shall be implemented in the first planting season following occupation or use of the development and shall be maintained thereafter for a period not less than five years to the satisfaction of the Local Planning Authority. The maintenance shall include the replacement of any tree or shrub which is removed, or dies or is seriously damaged or becomes seriously diseased by a species of a similar size to those originally planted.

REASON: In the interests of the amenity of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

21. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (or any Order amended, revoking or re-enacting that Order) any future extensions, external alterations to the dwelling formed as a result of the barn conversion including any development within the curtilage as defined in Schedule 2 Part 1 Classes A to H shall not be carried out without the formal consent of the Local Planning Authority.

REASON: In order that the Local Planning Authority shall remain effective control over the development to ensure compliance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

P.T.O.

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DECISION DATE: DRAFT

22. The proposed car parking area and lay-by area shown on the plan shall be implemented to the satisfaction of the Local Planning Authority and carried out prior to commencement of development elsewhere on site unless agreed in writing by the Local Planning Authority. A phasing plan including timescale for the car park and lay-by shall be submitted to and approved in writing by the Local Planning Authority. The car park and lay-by shall thereafter be retained in perpetuity.

REASON: In the interests of highway safety and to comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG2 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

23. Precise specifications and samples of walling and roofing materials and details of any window and door surrounds including materials to be used shall have been submitted to and approved in writing by the Local Planning Authority before their use in the proposed works.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policies G1 and ENV16 of the Ribble Valley Districtwide Local Plan and Policies DMG1, DMG2 and DME4 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft, ensuring a satisfactory standard of appearance and given its location.

24. Prior to commencement of development, a landscape management plan including long-term design objective, timing of the works, management responsibilities and maintenance schedules for all landscaped areas (other than within curtilages of buildings) including the play area, shall be submitted to and approved in writing by the Local Planning Authority. The management plan shall also provide precise details of all play equipment and its maintenance and indicate a timescale when the play space shall be provided and made available for use. The landscape management plan shall be carried out in accordance with the details so approved.

REASON: In the interests of residential and visual amenity and to ensure that appropriate provision is made for public open space in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMB4 of the Core Strategy 2008 - 2028 Regulation 22 Submission Draft.

25. No development shall take place until details of a scheme relating to the safeguarding of local mineral reserves has been submitted to and approved in writing by the Local Planning Authority. Any such scheme shall include recordings of significant mineral reserves and how the reserves will be utilised on the site or elsewhere. The approved statement shall be adhered to throughout the construction period.

Reason: In the interest of protecting mineral reserves and to comply with Policy CS1 of the Joint Lancashire Minerals and Waste Local Development Core Strategy.

Note(s)

1. For rights of appeal in respect of any condition(s) or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserved the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Executive Director at PO Box 9, Guild House, Cross Street, Preston PR1 8RD in the first instance to ascertain the details of such an agreement and the information to be provided.

4. This consent requires the construction, improvement or alteration of an access to the public highway. Under the Highways Act 1980 Section 184 the County Council as Highway Authority must specify the works to be carried out. Only the Highway Authority or a contractor approved by the Highway Authority can carry out these works and therefore before any access works can start you must contact the Environment Directorate for further information by telephoning Area Surveyor East 01254 823831 or writing to the Area Surveyor East, Lancashire County Council, Area Office, Riddings Lane, Whalley, Clitheroe BB7 9RW quoting the planning application number.
5. The granting of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an Order under the appropriate Act.
6. The applicant is advised that in order to comply with both the landscaping and the materials condition, that any replacement perimeter fencing along the northern boundary of the proposed site shall seek to use the astre rail fencing similar to that used within the locality and with new hedgerow planting alongside it or appropriate dry stone walling.

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

SCHEDULE 3

The Owner's Covenants with the Council

The Owner hereby covenants and undertakes to the Council and the County Council that in the event of the Planning Permission being granted and upon commencement of Development it will comply with the following obligations:

1 Progress of development

To give written notice to the Council (via the Nominated Officer) within 15 Working Days of:

1.1 the Commencement of Development; and

1.2 the first Occupation of a Dwelling

2 Affordable Housing

2.1 To build the Units in accordance with the Planning Permission

2.2 To use its best endeavours to Dispose of the Units to a RSL

2.3 Not to Dispose of:

2.3.1 more than 50% of the Market Housing Units until 100% of the Units have reached the Date of Practical Completion and have been transferred to a RSL

2.4 To give notice in writing to the Council within 15 Working Days after the completion of the disposal of the Units to a RSL

2.5 The Owner may nominate its employees and staff who shall have first priority for the occupation of not more than four of the Affordable Housing Units providing they meet the Qualifying Criteria.

3 Obligations of an RSL upon taking an interest in the Affordable Housing

3.1 Upon the Disposal of the Units the RSL shall:-

3.1.1 Not Dispose of any interest in the Units or any part thereof prior to the grant of a Rental Agreement or a Shared Ownership Lease save to another RSL who

- has been approved in writing by the Council (such consent not to be unreasonably withheld or delayed)
- 3.1.2 Ensure that *four (4) Units* are available to rent by an Approved Person unless otherwise agreed in writing by the Council
- 3.1.3 **Not permit any occupier of a Rented Unit to acquire the freehold interest of that unit and to ensure that every Rental Agreement granted contains suitable provisions to secure compliance with this covenant**
- 3.1.4 **Ensure that the rental levels to be charged in relation to each Rented Unit shall be approved by the Council and shall not exceed those accepted by the Homes and Communities Agency as being affordable for the Borough by the Homes and Communities Agency provided that the rental levels shall not exceed the Local Housing Allowance**
- 3.1.5 **Ensure that two of the Units which are available to occupy are Shared Ownership Units made available to an Approved Person where each Shared Ownership Unit is occupied by someone who is part renting and part purchasing the property and where the share initially purchased by each occupier shall not be less than 30% of the interest in the Shared Ownership Unit unless otherwise agreed in writing by the Council**
- 3.1.6 **Permit any occupier of a Shared Ownership Unit to Staircase to 80% by increments of no less than 10% and to ensure that every Shared Ownership Lease granted contains suitable provisions to secure compliance with this covenant**
- 3.1.7 **Ensure that the annual rent on the non-purchased share of each Shared Ownership Unit shall be in line with the prevailing normal rental levels for an RSL or such other figure as shall be approved in writing by the Council**
- 3.1.8 **Ensure that the Disposal by the RSL (and any subsequent owners) of the Units shall be subject to the nomination rights and qualifications set out in this Schedule**
- 3.1.9 **Within 1 month of the transfer to a RSL of the Units the RSL shall invite in writing and permit the Council to nominate potential occupiers of the Rented Units as they become available. If the Council shall fail to nominate an Approved Person within 28 Working Days of the invitation from the RSL then the RSL shall be free to grant a Rental Agreement to an Approved Person**

provided always that the Council and the RSL shall in any event cooperate in the nomination process and the RSL shall consider sympathetically the Council's suggested nominations even if put forward after the aforesaid date

- 3.1.10 That the RSL shall only transfer a Shared Ownership Unit to an Approved Person
 - 3.1.11 That the RSL shall serve notice in writing on the Council within 21 Working Days of the Disposal of a Rental Unit or a Shared Ownership Unit so that the Council is kept fully informed of tenancies and ownerships on the Site
 - 3.1.12 If the RSL is minded to Dispose of the whole or any part of the Units to any other RSL then it shall serve written notice of its intention on the Council and shall obtain the prior written consent of the Council to any Disposal, such consent not to be unreasonably withheld or delayed
- 4 Obligations of the Owner if the Affordable Housing Units are not transferred to an RSL
- 4.1 In relation to the Market Housing Units the obligation in paragraphs 2.3 and 2.4 of this Schedule to convey the Units to a RSL shall at the Owner's discretion cease to have effect upon the expiry of a period of one year from the Date of Practical Completion of the relevant Market Housing Units PROVIDED THAT:
 - 4.1.1 it is demonstrated to the reasonable satisfaction of the Council that the Owner has used reasonable endeavours to conclude such an agreement with a RSL; and
 - 4.1.2 The Owner shall undertake with the Council that it will comply with the obligations in clause 3.1 of this Schedule as if they were their own so far as the same relates to the Rented Units; and
 - 4.1.3 in relation to the Shared Ownership Units, the following shall apply:-
 - (a) they shall be offered for sale for to an Approved Person for a maximum of 50% of the Open Market Value as a Discounted Sale Unit;
 - (b) immediately upon service of the Notice the Owner and the Council shall consult together and attempt in good faith to agree the Open Market Value of the Shared Ownership Unit(s); and
 - (c) if the Owner and the Council have not agreed the Open Market Value within 5 working days of the service of the Notice each party shall be entitled to refer the matter for determination by the

Independent Valuer who shall act as an expert (and not as an arbitrator).

5 Additional Affordable Provision

5.1 The transfer or letting of the Units to any RSL shall be subject to the following provisions:

5.1.1 a covenant providing that the Units shall only be occupied by an Approved Person meeting the Qualifying Criteria and nominated in accordance with the Nomination Process

5.1.2 a Restriction on the title of the Affordable Housing Unit in favour of the Council that no disposition of the registered estate of the property (other than a charge) is to be registered at the Land Registry without a certificate signed by the solicitor or Conveyancer of the Council that the requirements of this Agreement made the day of 2014 between the Council (1) the County Council (2) and the Owners (3) pursuant to Section 106 of the Act have been fully complied with

5.2 Any Charges or Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than [2] months' prior notice to the Council of its intention to dispose and:

(a) in the event that the Council responds within [1] months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee or Mortgagee shall co-operate with such arrangements and use its best endeavours¹ to secure such transfer

(b) if the Council does not serve its response to the notice served under paragraph 5.2.(a) within the [1] months then the Chargee or Mortgagee shall be entitled to dispose free of the restrictions set out in this Part of Schedule 3

(c) if the Council or any other person cannot within [2] months of the date of service of its response under paragraph 5.2 (a) secure such transfer

then provided that the Chargee shall have complied with its obligations under paragraph 5.2 (a) the Chargee shall be entitled to dispose free of the restrictions set out in this Part of Schedule 3

PROVIDED THAT at all times the rights and obligations in this Clause 5 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

6. Public Open Space Contribution

The Owner covenants with the Council to pay the Council a commuted sum of £25,000 (twenty five thousand pounds) in respect of the improvement and maintenance of the existing village green area in the village of Hurst Green. The payment shall be made prior to the sale of the 5th Market Dwelling

SCHEDULE 4

The Owner's Covenants with the County Council

1 Education Contribution

The Owner covenants:

- 1.1 **Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council that a Reserved Matters Consent has been granted and request that the County Council calculates the Primary Education Contribution and the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.**
- 1.2 **prior to Occupation of the 10th Dwelling to pay to the County Council 50% of the Primary Education Contribution and 50% of the Secondary Education Contribution.**
- 1.3 **prior to Occupation of the 20th Dwelling to pay to the County Council the remaining 50% of the Primary Education Contribution and the remaining 50% of the Secondary Education Contribution.**

Calculation of the Education Contributions

- 1 **The calculation of the Primary Education Contribution and the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Methodology (Appendix 1)**
- 1.1 **The County Council's pupils projections that are current at the time of the calculation shall be used.**
- 1.3 **For the avoidance of doubt, if the County Council's calculations show that the number of primary or secondary places available is expected to exceed the calculated pupil yield from the Development as per this Schedule then no Primary Education Contribution or Secondary Education Contribution (as the case may be) shall be payable.**



**Planning Obligations in Lancashire
Methodology**

**Contributions towards education places
Update December 2012**

Planning Obligations in Lancashire Policy

Contributions towards education places- updated October 2012

Background

- 1.1 This document sets out the Lancashire County Council methodology used for claiming education contributions against housing developments, which are projected to create a shortfall of places at schools within the local area of a development.
- 1.2 Education services for Lancashire are managed through Lancashire County Council (LCC) and the two unitary authorities of Blackpool and Blackburn with Darwen. For the purposes of this policy paper, the education services referred to are those covered by Lancashire County Council only.

These authorities have a statutory responsibility for the provision of sufficient school places for children residing in their areas.
- 1.3 The Department for Education specifies that 'statutory walking distance is two miles for children aged under eight, and three miles for children aged eight and over'. For this reason, (which is reflected in LCC's Home to School Transport Policy), LCC assesses primary schools within two miles and secondary schools within 3 miles of the development.
- 1.4 Current contextual information regarding Lancashire schools can be found within the current 'Strategy for the Provision of School Places and Schools' Capital'
- 1.5 This update to policy refers to the provision of mainstream school places only. It does not relate to the planning of special needs school provision, nor independent school provision.
- 1.6 Pressure for additional school places can be created by an increase in the birth rate, new housing developments, greater inward migration and parental choice of one school over another. If local schools are unable to meet this demand, a new development can have an adverse impact on the infrastructure of its local community.
- 1.7 R122 of the Community Infrastructure Levy (CIL) Regulations 2010 imposes a limitation on the use of planning obligations and provides that a planning obligation may only constitute a reason for granting planning permission if the obligation is:
 - necessary to make the development acceptable in planning terms;
 - directly related to the development; and
 - fairly and reasonably related in scale and kind to the development

In addition, the R123 (3) of the CIL regulations 2010 scales back the way planning obligations operate. Limitations are also placed on the use of planning obligations in the following respects:

- Ensuring the local use of the levy and planning obligations does not overlap; and
- Limiting pooled contributions from planning obligations towards infrastructure which may be funded by the levy

1.8 Where LCC assess that a proposed development will create a full or partial shortfall of places in primary or secondary schools, a contribution will be sought from the developer, assessed in accordance with the methodology below.

1.9 Quality education provision is at the heart of sustainable communities and therefore should be a fundamental aspect of all new housing developments. Where new housing development creates a demand for school places in excess of those available, the local authority will expect district councils to work with LCC in seeking a financial contribution from the developers that is proportionate to impact in order to mitigate against the effect of any new development on local infrastructure. It is critical that developers make a financial contribution to school places as, without one, the local authority will be unable to ensure school places are accessible and this is likely to impact on the children and families that come to settle in new developments.

Methodology for assessing contributions

2.1 Planning Obligations will be sought for education places where Lancashire primary schools within 2 miles and/or Lancashire secondary schools within 3 miles of the development are;

- Already over-subscribed, or
- Projected to become over-subscribed within 5 years

2.2 Where a development will result in schools within its radius area becoming oversubscribed, LCC will seek contributions from the developer to pay towards the associated capital costs of providing the additional school places. This will be calculated in accordance with the methodology at 3.2

2.3 Whilst LCC seeks to provide additional places in existing schools wherever possible (to maintain stability in the existing school system, provide places in a timely fashion and to achieve best value for money), it may not always be feasible to expand one or more existing school. In such circumstances, a new school may be required to address the shortfall of places.

2.4 If a large new housing development (over 150 houses) is proposed, it may not be feasible to expand one or more existing schools. In such cases, LCC will

undertake an initial assessment on whether a site may be required, taking into account the existing provision in the area.

Because the significant enlargement of an existing school or the establishment of a new school both require the authority to consult interested parties before making any decision, under the School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2007 (as amended by The School Organisation and Governance (Amendment) (England) Regulations 2007 which came into force on 21 January 2008 and the School Organisation and Governance (Amendment)(England) Regulations 2009 which came into force on 1 September 2009), we cannot predetermine where the education contribution provided by a developer will be used to provide additional places at the time of planning application. Wherever possible, an education contribution will be used within 3 miles of the development.

- 2.5 Section 14 of the education act 1996 dictates that Lancashire County Council's statutory obligation is to ensure that every child living in Lancashire is able to access a mainstream school place in Lancashire. Some children have Special Educational Needs for which they access school provision outside of Lancashire.
- 2.6 Where there are a number of developments within an area yielding an education contribution, LCC may decide to pool contributions to provide places, where this accords with regulation 123 (3) of the Community Infrastructure Levy Regulations 2010.
- 2.7 If the development is large enough to justify the possibility of a new school, the developer may be asked to contribute a suitable school site as part of the development. The size of this site would be determined in accordance with DiE guidance.
- 2.8 Where a number of small developments are expected to come forward in an area with an aggregated requirement for a new school, LCC would expect the district planning authority to assist in the negotiations to secure a school site.

Calculation

3.1 Exemptions

Contributions are not sought in respect of:

- Sheltered accommodation
- Student accommodation

3.2 Contributions

Contributions will be assessed as follows:

- The schools within the radius of the development are determined. (Within 2 miles for primary and 3 miles for secondary schools)
- An assessment is undertaken, using:
 - The number on roll;
 - The latest net capacity of the schools; and
 - The latest pupil projections

These projections take into account current numbers on roll, live births, inward/ outward migration to and from schools based upon recent patterns of attendance and planned housing contained within the district 5 year Housing Land Supply Documentation.

If a shortfall is identified at this point, the contribution sought would be for the full potential pupil yield of the development.

Should there be sufficient places at this stage or only a partial shortfall of places identified, LCC will need to consider approved housing developments (outside of the 5 year Housing Land Supply) which will impact upon one or more of the schools in the catchment of the assessed development before reaching a conclusion on the expected number of surplus places.

Once a shortfall has been identified, a contribution will be calculated in accordance with the following:

Yield

The analysis on which this yield is based on includes a cross section of Lancashire conurbations taking into account mix of rural, urban and city locations. The sample used takes into account a range of large developments and individual dwellings.

No of Bedrooms	Yield per development - Primary	Yield per development - Secondary
1	0.01	0.00
2	0.07	0.03
3	0.16	0.09
4	0.38	0.15
5	0.44	0.23

Primary Schools

£ per place: £12,257 DFE Cost multiplier

Adjustments: 0.9 (DFE location factor for Lancashire)

BCIS inflation indices to reflect the cost multiplier's last update was in 2008. This will be updated in accordance with BCIS General Building Cost Index.

Secondary Schools:

£ per place: £18,469 DFE Cost multiplier

Adjustments: 0.9 (DFE location factor for Lancashire)

BCIS inflation indices to reflect the fact that the DFE cost multiplier's last update was in Q4 of 2008. This will be updated in accordance with BCIS General Building Cost Index.

Formula Applied

Primary places:

$(£12,257 \times 0.9) \times \text{BCIS General Buildings Cost Index (304.20 April 2011 / 288.4 Q4 2008 = 1.054785)}$

= £11,635.65 per place

£11,635.65 x *** places = £*****

Secondary places:

$(£18,469 \times 0.9) \times \text{BCIS General Buildings Cost Index (304.20 April 2011 / 288.4 Q4 2008 = 1.054785)}$

= £17,532.74 per place

£17,532.74 x *** places = £*****

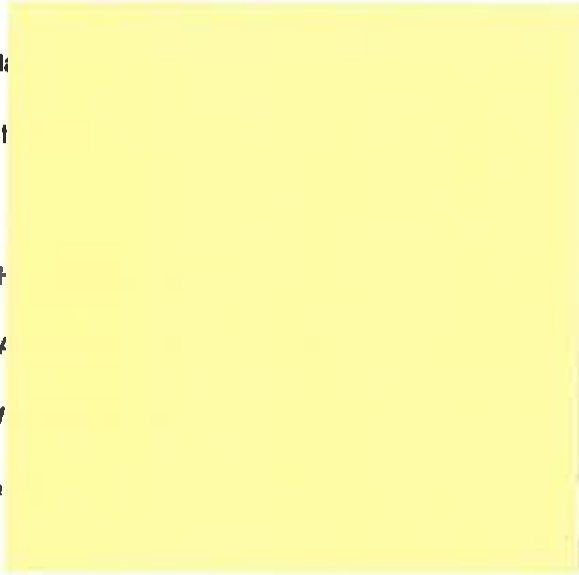
- 3.3 In order to accurately determine the correct level of contribution required, Lancashire County Council will need to be provided with the bedroom information for the proposed development. If this is not available at the time of assessment, Lancashire County Council will apply the yield attributed to 4 bedroom developments until the relevant bedroom information is provided.
- 3.4 If a developer does not agree to payment of the requested education contribution or the district planning authority does not pursue LCC's request on its behalf, LCC cannot guarantee that children yielded by the development will be able to access a school place within reasonable distance from their home.
- 3.5 LCC reserves the right to reassess the school place position in respect of a development in accordance with this methodology paper, to take into account changing circumstances up to the point where a planning application is approved.
- 3.6 Frequently Asked Questions in relation to Planning Obligations for education places can be found on the Planning Obligations web page.
- 3.7 Due to the significant increase in the number of planning applications received and the prescribed timescale for responses and in order that we are able to respond to planning applications in a timely fashion, we are unable to treat pre-applications as a priority.
- 3.8 Requests for information subsequent to the submission of an education request must be provided in writing to schools.planning@lancashire.gov.uk and will endeavour to reply to within 10 working days.

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL

was hereunto affixed to this Deed

in the presence of:

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in



1435



23118

Authorised signatory

EXECUTED as a DEED by

STONYHURST

in the presence of

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W
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TEE

Witness Name

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.....
Witness Address

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Witness Occupation