

DATED

12th September

2019

RIBBLE VALLEY BOROUGH COUNCIL

and

SIMON PETER BARR AND SUSAN JEANETTE BARR

and

MARY ALICE BARR

SECTION 106 AGREEMENT

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO BUILDINGS AND LAND FORMERLY KNOWN AS THE DOG &
PARTRIDGE, HESKETH LANE, CHIPPING, PRESTON, PR3 2TH

THIS AGREEMENT AND DEED is made the 12th day of September 2019

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the **Council**")
and
2. **SIMON PETER BARR and SUSAN JEANETTE BARR** both of The Dog & Partridge, Hesketh Lane, Chipping, Preston, PR3 2TH (herein after called "the **Owner**")
3. **MARY ALICE BARR** of Banks House, Back Lane Chipping Preston PR3 2QA (hereinafter called "the **Mortgagee**")

WHEREAS

- (1) The Owner is the freehold owner of land at The Dog & Partridge, Hesketh Lane, Chipping, the title of which land is registered at HM Land Registry under title number LA964743 which land is shown edged red on the Plan attached hereto ("the **Property**")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Deed are enforceable
- (3) The Mortgagee is the Proprietor of a legal charge registered in the Charges Register at Entry Number 4 and dated 15 July 2004 and consents to the Property being bound by the provisions of this Deed
- (4) The Council has resolved that the application be approved by it under the Act of 1990 (as amended) subject to the Owner entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country

Planning Act 1990 ("the **1990 Act**")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

Affordable Housing

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF.

Affordable Housing Contribution

"Affordable Housing Contribution" means the sum of £105,200 (one hundred and five thousand two hundred pounds) to be paid to the Council in lieu of the Affordable Housing Units on the Property for the purpose of addressing housing need in Chipping or elsewhere in the Councils area

Affordable Housing Units

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing on the Property which shall be one Discount Sale Unit provided on the Site.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2018/0786 for residential development including residential use and associated amenities on the Property.

Commencement of Development

"Commencement of Development" means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;

- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

Contractual Commitment

“Contractual Commitment” means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

Contribution

“Contribution” means all or any of the Affordable Housing Contribution and the Off Site Leisure Contribution.

Development

“Development” means such development as may be authorised by the Planning Permission.

Discount Sale Unit

“Discount Sale Unit” means a dwelling sold at a maximum sale price of 60% of Open Market Value to a person within the Priority Order criteria. The Open Market Value and Priority Order criteria to be approved by the Council in writing prior to the sale.

Discount Sale Unit Maximum Value

“Discount Sale Unit Maximum Value” means the maximum value after discount has been applied to a Discount Sale Unit calculated in accordance with the following formula:

Average weekly full time income in the Borough (A) X 1.5 for weekly household income X 52 for the annual income X 4 for which is the standard mortgage calculation

A X 1.5 X 52 X 4 = maximum house value of Discount Sale Unit

The maximum sale price of a Discount Sale Unit at the date of this Agreement shall be £188,000

Dispose

“Dispose” means in relation to the transfer of an interest in property the transfer of a freehold interest or of a Leasehold interest of 99 years or more.

Dwelling

“Dwelling” means a dwelling (including a house, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission.

Implementation

“Implementation” means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly.

Market Dwelling

“Market Dwelling” means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing.

Mortgagee

“Mortgagee” means any mortgagee or charge of the Affordable Housing Provider or any administrator, fixed charge receiver (including an

administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units.

Nominated Officer

“Nominated Officer” means the Council’s Housing Strategy Officer.

NPPF

“NPPF” means the Department for Communities and Local Government document entitled “National Planning Policy Framework” (March 2012) or any replacement or modification thereof in force from time to time.

Occupation

“Occupation” shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction, fitting out, commissioning, advertising, marketing, security or management of land for parking.

Occupation and Occupied

“Occupation” and “Occupied” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and “**Occupy**” shall be construed accordingly.

Off Site Leisure Contribution

“Off Site Leisure Contribution” means a sum of £3925.89 (three thousand nine hundred and twenty five pounds eighty nine pence) payable for Off Site Leisure facilities calculated by reference to the number of bedrooms of a Dwelling

Open Market Value

“Open Market Value” means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- a willing buyer and a willing seller in an arm's length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- that each party had acted knowledgeably prudently and without compulsion

Plan

“Plan” means the Property location plan annexed hereto.

Planning Permission

“Planning Permission” means the Planning Permission to be granted pursuant to the Application, a draft of which is set out in Schedule 4.

Practical Completion

“Practical Completion” means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party's architect and “Practically Completed” shall be construed accordingly.

Priority Order

“Priority Order” means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.1 of Schedule 2:

- In the first instance where at least one ordinarily resident member of a household is a person who is in housing need and who:
 - i. Have lived in the Borough of Ribble Valley for at least 5 years of the last 10 years;
 - ii. currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);
 - iii. used to live in the Borough of Ribble Valley for not less than three years but was forced to move away because of the lack of Affordable Housing;
 - iv. currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;
 - v. currently has a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than three years.
 - vi. is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.

Interpretation

- 1.1. The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.2. Unless the context requires otherwise reference to this Deed to a clause

schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed

- 1.3. Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.4. A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.5. Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2. Enforceability

- 2.1. This Deed is a planning obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein
- 2.2. The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of the Development by the Implementation of the relevant part of the Development pursuant to the Planning Permission
- 2.3. No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 2.3.
- 2.4. This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a

mortgage in possession and for the avoidance of doubt, any legal charge taken over the Property in the future shall take effect subject to this deed PROVIDED THAT any new mortgagee shall have no liability under this deed unless it becomes a mortgagee in possession in which case it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner

- 2.5 The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999
- 2.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.7 The Owner consents to this Deed being entered into with the intention that its interest in the Property will be bound by the terms of this Deed

3 Expiry Modification Variation or Amendments of Planning Permission

- 3.1 If the Planning Permission shall expire before Implementation of Development or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 3.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Deed is a Local Land Charge and shall be registered as such by the Council

5 Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 Reasonableness

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the same shall not be unreasonably withheld or delayed

7 Covenants

- 7.1 The Owners hereby covenant with the Council to perform the obligations as specified in paragraphs 1 and 2 of Schedule 1 and Schedule 2
- 7.2 The Council covenants with the Owners in the terms set out in Schedule 4

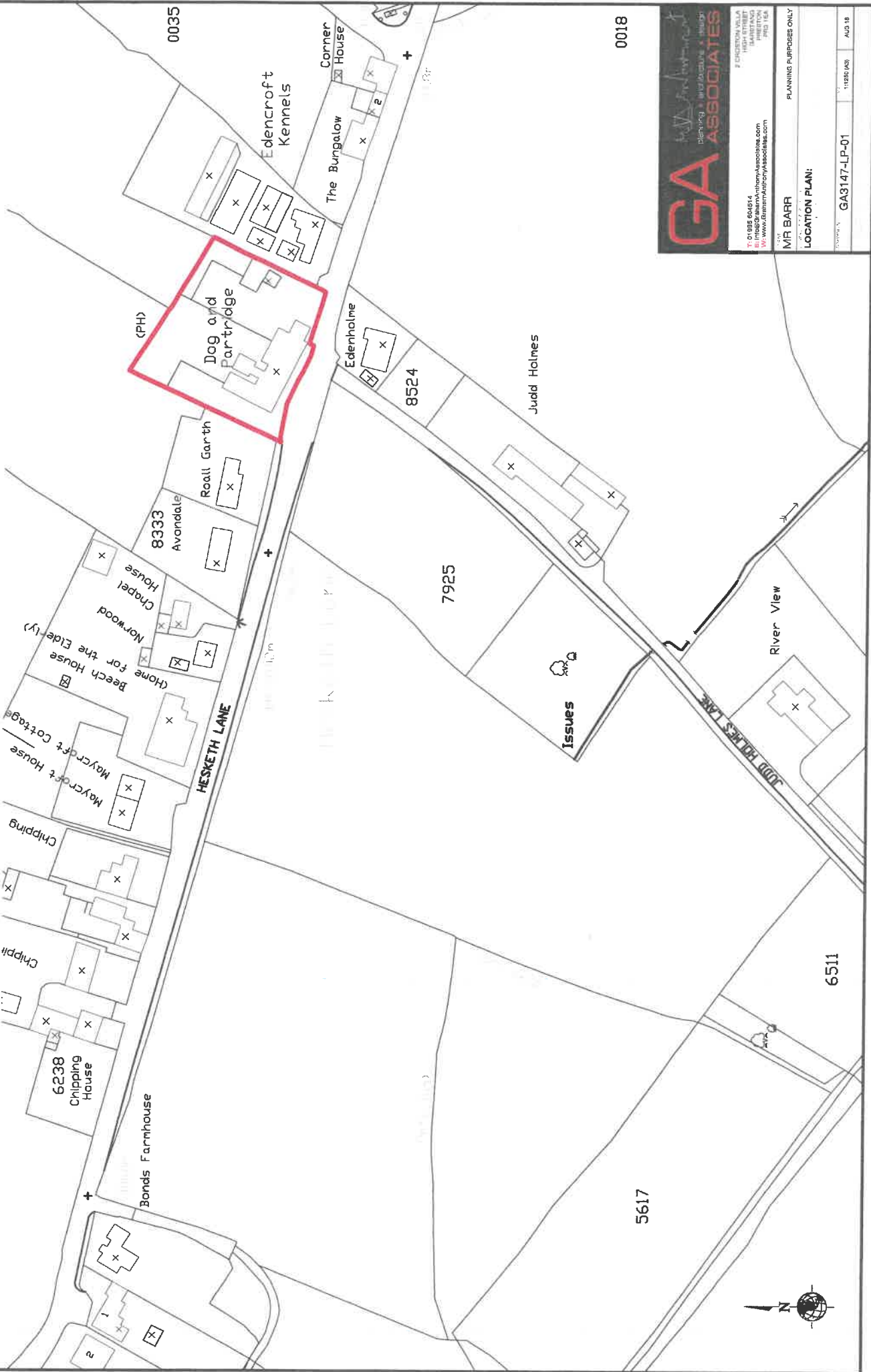
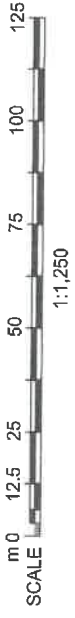
8 Miscellaneous

- 8.1 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Property.
- 8.2 Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers, statutory rights, discretions and responsibilities
- 8.3 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or

impaired

- 8.4 This Agreement is a Deed and is enforceable by the Council in relation to the obligations respectively entered into with each of them.
- 8.5 The Council will upon written request of the Owners at any time after the obligations of the Owners under this Deed have been fulfilled (and subject to the payment of the Council and County Council's reasonable and proper costs and charges) issue written confirmation thereof
- 8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or in default of the parties' agreement the arbitrator shall be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be 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 enactment for the time being in force
- 8.7 The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £396.80 (three hundred and ninety six pounds eighty pence)
- 8.8 This Deed and any dispute or claim arising out of in in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

LOCATION PLAN



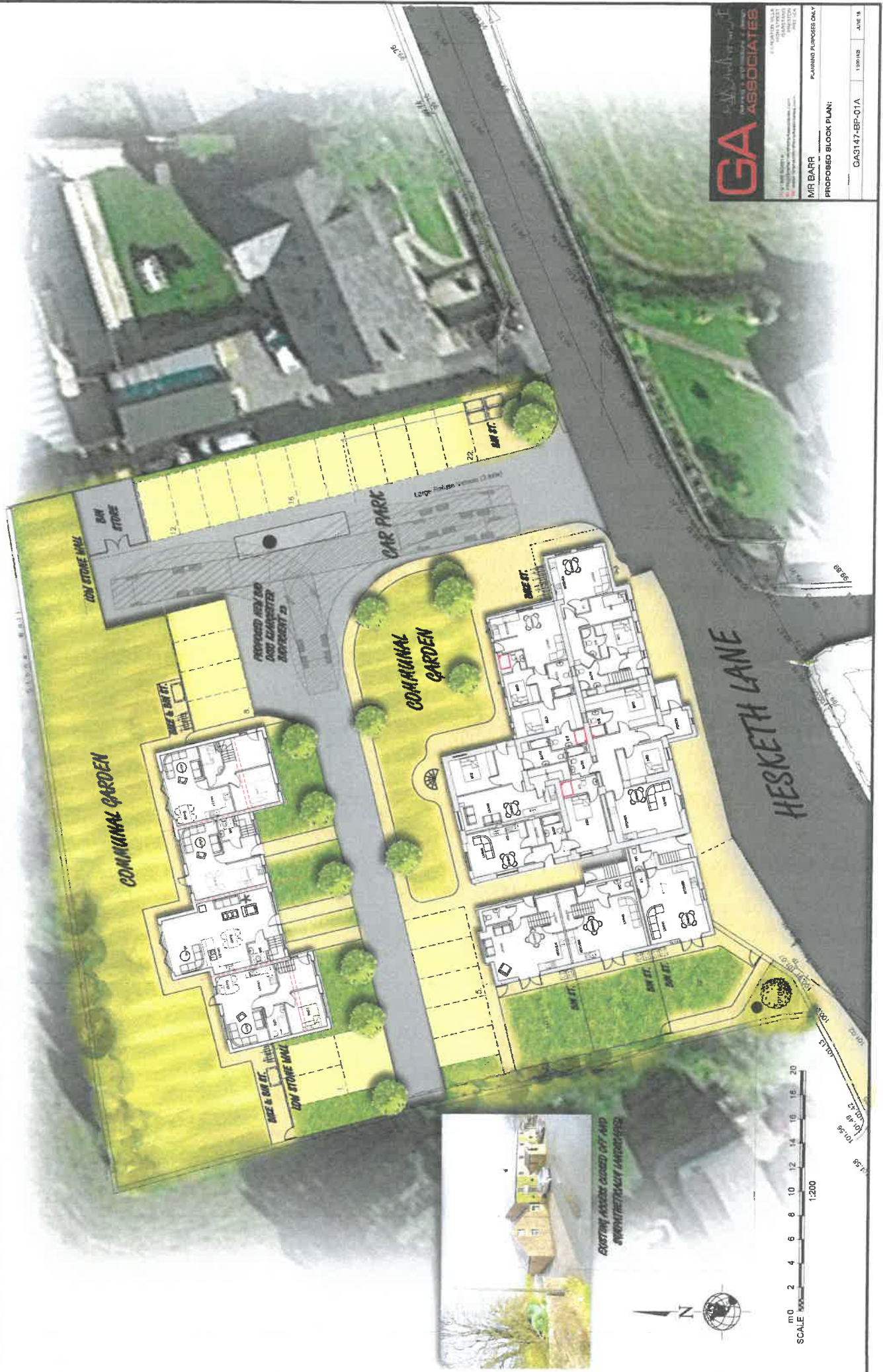
GA ASSOCIATES
 PLANNING & APPLICATIONS & DESIGN

PLANNING & APPLICATIONS & DESIGN
 10000 HILL
 HIGH STREET
 BARNET
 MID. S.A.
 ENGL. N.4

MR BARR
 PLANNING PURPOSES ONLY

LOCATION PLAN:
 GA3147-LP-01
 11/2016 (A0)
 AUG 19

PROPOSED BLOCK PLAN



GA ASSOCIATES
 ARCHITECTS & PLANNERS
 10000 Highway 101, Suite 100
 Richmond, BC V6V 2G9
 Tel: 604-273-8888
 Fax: 604-273-8889
 www.gaassociates.com

MR BARR
 PLANNING PURPOSES ONLY
 PROPOSED BLOCK PLAN:
 GA3147-BP-01A
 13061423
 JUNE '18

SCHEDULE 1
Owners' obligations

1. Notice of Commencement

To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun.

2. Notice of Occupations

Within 15 Working Days of each date to give written notice to the Council (via the Nominated Officer) and the County Council of the following:

- 2.1 the practical completion of the first Affordable Housing Unit
- 2.2 the date of First Occupation of a Dwelling
- 2.3 the date of each other Occupation that triggers a payment or other obligation or which is otherwise referred to under the terms of this Deed

SCHEDULE 2

The Owners' Covenants with the Council

The Owners covenant with the Council in the following terms:-

1. **Affordable Housing**

- 1.1. The Owners shall provide Affordable Housing as part of the Development in accordance with the provisions of this Agreement as follows:

One Discount Sale Unit sold to a person fulfilling Priority Order and approved by the Council in writing

Not to sell a Discount Sale Unit at a sale price greater than the Discount Sale Unit Maximum Value

2. **Affordable Housing Contribution**

- 2.1 To Pay to the Council the Affordable Housing Contribution prior to the Occupation of the 6th Dwelling on the Property
- 2.2 Not to Occupy or allow Occupation of the 6th Dwelling on the Property until the Affordable Housing Contribution has been paid to the Council

3. **Off Site Leisure Contribution**

To pay to the Council prior to the occupation of the 8th Dwelling the Off Site Leisure Contribution in the sum of £3925.89 calculated in accordance with the following formula for occupancy ratios

The sum of £216.90 per person calculated as follows

One bedroom Dwelling = 1.3 persons (7 units on site =£1973.79)

Two bedroom Dwelling = 1.8 persons (6 units on site = £1952.10)

Three bedroom Dwelling = 2.5 persons

Four bedroom Dwelling = 3.1 persons

Five or more bedroom Dwelling = 3.5 persons

Not to Occupy or allow Occupation of the 8th Dwelling until the Off Site Leisure Contribution has been paid to the Council

SCHEDULE 3 Covenants by the Council

1. Contributions

- 1.1 To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Contributions have not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Contributions in whole or any installments the Council shall refund to the Owners any part of the Contributions which has not been spent or committed for expenditure, together with any accrued interest.

SCHEDULE 4
DRAFT PLANNING PERMISSION

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: 3/2018/0786

DECISION DATE: DRAFT

DATE RECEIVED: 27/11/2018

APPLICANT:

Mr P Barr
Dog and Partridge
Hesketh Lane
Chipping
Preston
PR3 2TH

AGENT:

Mr Jake Salisbury
Graham Anthony Associates
2 Croston Villa
High Street
Garstang
PR3 1EA

DEVELOPMENT PROPOSED: Conversion of an existing restaurant (A3) to create twelve apartments (C3) and the siting of four holiday lets.

AT: Dog and Partridge Hesketh Lane Chipping PR3 2TH

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 hereby permitted shall be commenced before the expiration of three years from the date of this permission.

REASON: Required to be imposed pursuant to Section 51 of the Planning and Compulsory Purchasing Act 2004.

2. The development to which the permission relates shall be carried out in complete accordance with the following approved plans and specifications:

Location Plan Reference GA3147-LP-01
Landscaping Plan Reference Dog and Partridge
Proposed Block Plan Reference BP-01A dated 18/10/18
Proposed Floor Plan and Elevations GA3147-PL01
Proposed Floor Plan and Elevations GA3147-PL02

REASON: To ensure that the development as carried out does not vary from the approved plans.

P.T.O.

3. Prior to the commencement of development full details of the means of foul water drainage/disposal shall have been submitted to and approved in writing by the Local Planning Authority. The units hereby approved shall not be brought into use until the duly approved foul water drainage/ disposal system has been completed and is fully operational, and shall be retained and maintained as approved thereafter.

Reason: In order to protect the nearby watercourse and to ensure adequate provision is provided on site to deal with foul drainage

4. The proposed holiday cottages shall be restricted to short-term holiday purposes only. No cottage on the site shall be occupied at any time as permanent residential accommodation or as a person's main place of residence.

The owners/operators of the site shall maintain an up-to-date register of the names of all owners/occupiers of the individual lodges on the site, and of their main home addresses, and shall make this information available, on request, to the Local Planning Authority.

REASON: To prevent the permanent residential occupation of the site in a location where new residential development is unacceptable in principle and to define the scope of the permission hereby approved.

5. Prior to work on any of the buildings details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites have been submitted to, and approved in writing by the Local Planning Authority.

For the avoidance of doubt the details shall be submitted on a dwelling/building dependent bird/bat species site plan and indicate the type of provision to be provided and identify the actual wall and roof elevations into which the above provisions shall be incorporated.

The artificial bird/bat boxes shall be incorporated into those buildings during the construction and be made available for use before each flat or holiday let is occupied and thereafter retained. The development shall be carried out in strict accordance with the approved details.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and to reduce the impact of development.

6. Notwithstanding the submitted details, details or specifications of all materials to be used on the external surfaces, including details of external stairways, of the development hereby approved shall have been submitted to and approved in writing by the Local Planning Authority before their use in the proposed development. The approved materials shall be implemented within the development in strict accordance with the approved details.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality and respond positively to the inherent character of the area.

P.T.O.

Noise

7. The residential development hereby permitted shall be designed in full compliance with the revised acoustic report dated 28/1/19 and incorporate the glazing, ventilation and acoustic specifications detailed in the report prior to occupation of any of the units.

REASON: To protect and safeguard residential amenity.

8. Prior to occupation of any of the units details of any external lighting scheme to the development hereby permitted shall be submitted to and approved in writing by the LPA and be implemented in accordance with the submitted scheme.

REASON: To protect and safeguard residential amenity.

9. The permitted hours of operation in relation to all construction works and ancillary operations (including deliveries and removal of plant, equipment, machinery and waste) shall be 08.00 to 18:00, Monday to Friday, 08.00 to 13:00 hours on Saturdays, and at no time on Sundays and Bank Holidays.

REASON: To protect and safeguard residential amenity.

P.T.O.

10. No development shall commence until final details of the design, based on sustainable drainage principles, and implementation of an appropriate surface water sustainable drainage scheme have been submitted to and approved in writing by the local planning authority. Those details shall include:
- a) A final surface water drainage layout plan; appropriately labelled to include all pipe/structure references, dimensions, design levels, finished floor levels and external ground levels (in AOD);
 - b) A full set of flow calculations for the surface water drainage network. The calculations must show the full network design criteria, pipeline schedules and simulation outputs for the 1 in 1 year, 1 in 30 year and 1 in 100 year return period, plus an appropriate allowance for climate change and urban creep. The calculations must also demonstrate that the post development surface water run-off rate shall not exceed 5l/s;
 - c) A final plan showing all on-site surface water catchment areas, i.e. areas that will contribute to the proposed surface water drainage network;
 - d) A final plan showing all overland flow routes and flood water exceedance routes, both on and off site;
 - e) Details of measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses; and
 - f) Details of an appropriate management and maintenance plan for the surface water drainage network for the lifetime of the development.

The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. Thereafter the drainage system and ordinary watercourses shall be retained, managed and maintained in accordance with the approved details.

REASON: To ensure that the proposed development can be adequately drained and that there is no flood risk on or off the site resulting from the proposed development. Also to ensure that water quality is not detrimentally impacted by the development proposal and that appropriate maintenance mechanisms are put in place for the lifetime of the development

11. No development shall commence until details of how surface water and pollution prevention will be managed during each construction phase have been submitted to and approved in writing by the local planning authority.

REASON: To ensure that the construction phase(s) of development does not pose an undue flood risk on site or elsewhere and that that any pollution arising from the development as a result of the construction works does not adversely impact on existing or proposed ecological or geomorphic condition of water bodies.

P.T.O.

12. Prior to occupation of any of the units further details of a scheme showing the alterations to the access point including the blocking up of one of the access points shall be submitted to and approved in writing by the LPA. The scheme shall thereafter be implemented and retained in that manner in perpetuity.

REASON: In the interest of highway safety.

13. Prior to occupation of any of the units precise details of location and details of cycle provision and bin storage areas shall be submitted and approved in writing by the LPA. The facilities shall be made available before occupation of the individual units.

REASON: In order to encourage sustainable travel and general amenity issues

14. No development shall take place, including any works of demolition, 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. It shall provide for:

- i) The parking of vehicles of site operatives and visitors
- ii) The loading and unloading of plant and materials
- iii) The storage of plant and materials used in constructing the development
- iv) The erection and maintenance of security hoarding
- 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 demolition and construction works
- viii) Details of working hours which shall be in accordance with Condition 9 of this consent.
- ix) Routing of delivery vehicles to/from site

REASON: in the interest of highway safety and residential amenity.

15. Notwithstanding the provisions of Classes A to H of Part 1 of the Town and Country Planning (General Permitted Development) Order 2015, or any order revoking and re-enacting that Order, the holiday cottage hereby permitted shall not be altered or extended and no additional buildings or structures shall be erected within its external area unless planning permission has been previously approved by the LPA.

REASON: In the interest of the amenity of the area.

P.T.O.

16. Notwithstanding the provisions of The Town and Country Planning (Use Classes) (Amendment) (England) Order 2015, or any equivalent Order following the revocation and re-enactment thereof (with or without modification), the holiday cottage hereby approved shall only be used as holiday accommodation and for no other purpose, including any other purpose within Use Class C3.

REASON: To prevent the permanent residential occupation of the site in a location where new residential development is unacceptable in principle and to define the scope of the permission hereby approved.

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 Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.
4. The applicant is advised that the new site access will need to be constructed under a section 278 agreement of the 1980 Highways Act. The Highway Authority hereby reserves 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 is advised to contact the Community Services before works begin on site. Further information and advice can be found at www.lancashire.gov.uk and search for "278 agreement".
5. The developer should be aware that the any works on, or immediately adjacent to the adopted highway network, would require the appropriate permits from Lancashire County Council's Highways Regulation Team, who would need a minimum of 12 weeks' notice to arrange the necessary permits. They can be contacted on lhsstreetworks@lancashire.gov.uk or on 01772 533433.

P.T.O.

6. In accordance with Condition 7 the noise levels at each dwelling should not exceed the following levels as assessed in accordance with British Standard 8233 (2014) and World Health Organisation guidelines (or any subsequent replacement national standards/guidance):

LAeq 50 dB 16 hours - gardens and outside living areas, daytime (07.00-23.00)

LAeq 35 dB 16 hours - indoors, daytime (07.00-23.00)

LAeq 30 dB 8 hours - indoors, night-time (23.00-07.00)

LAFmax 45 dB 8 hours - indoors, night-time (23.00-07.00)

LAFmax 45 dB 4 hours - indoors, evening (19.00-23.00)*

LAFmax 60 dB 8 hours - façade level, night time (23.00-07.00)

LAFmax 60 dB 4 hours - façade level, evening (19.00-23.00)*

Alternative levels and monitoring locations may be used subject to the prior written approval of the Local Planning Authority. The evening standard LAFmax will only apply when the evening LAFmax significantly exceeds the LAeq and the maximum levels reached are regular in occurrence, for example several times per hour. In relation to Condition 7 the LAF max marked with an* the evening standard LAFmax will only apply when the evening LAFmax significantly exceeds the LAeq and the maximum levels reached are regular in occurrence, for example several times per hour.

7. In relation to condition 8 it shall be designed so that light intrusion into the windows of the nearest sensitive premises will not exceed 5 Lux before 23.00, and 1 lux after 23.00 (Environmental Zone E2), as described by The Institution of Lighting Professionals' Guidance Notes for the Reduction of Obtrusive Light GN01:2011 (or any subsequent replacement guidance).

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