

DATED

30th June

2015

OAKMERE HOMES (NORTH WEST) LIMITED

- and -

KATHLEEN RUSHTON

- and -

RIBBLE VALLEY BOROUGH COUNCIL

-and-

LANCASHIRE COUNTY COUNCIL

**SECTION 106 PLANNING AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND AT CHATBURN ROAD CLITHEROE

THIS AGREEMENT is made the 30th day of June 2015

BETWEEN

1. **OAKMERE HOMES (NORTH WEST) LIMITED** (Company Registration No. 04819284) of Helm Bank Natland Kendal Cumbria LA9 7PS (hereinafter called "the Company")
and
2. **KATHLEEN RUSHTON** of Redthorn Bungalow, Upton, Long Sutton, Langport TA10 9NL (hereinafter called "the Owner")
and
3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
4. **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall Fishergate Preston Lancashire PR1 8XJ (hereinafter called "the County Council")

WHEREAS

- (1) The Owner is the freehold owner of land on the north-west side of Chatburn Road, Clitheroe the title of which land is registered at HM Land Registry under number LA703653 and shown edged red on 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 Agreement are enforceable
- (3) The County Council is the Education Authority and the Highway Authority for the area within which the Property is situated and by whom the obligations contained in Schedule 3 of this Agreement are enforceable

- (4) The Company on the twenty first day of November Two thousand and thirteen applied to the Council for outline planning permission for a mixed use development comprising 20 dwellings, 3 close care apartments and a 60 bed care home on the Property as detailed in the plans and particulars deposited with Council under reference 3/2013/0981
- (5) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

Affordable Housing

"Affordable Housing" means housing that is affordable to local persons who cannot afford to purchase accommodation generally available on the open market on readily available terms who have need of local housing

Affordable Housing Scheme

"Affordable Housing Scheme" means a scheme submitted pursuant to Schedule 1 of this Agreement for the provision of Affordable Housing which secures the provision of Affordable Housing either by discounted sale or through a Registered Provider in accordance with the provisions of Schedule 1 such scheme to identify:

- (a) by reference to a plan the location and layout of the Affordable Housing
- (b) the mix of each of the Affordable Housing Units (rounded down to the nearest whole number) providing the type of Affordable Housing Units having regard to local need and to the types of Units to be provided as part of the Market Dwelling

(c) the forecast date for commencement and completion of each phase of the housing element of the development

Affordable Housing Unit

"Affordable Housing Unit" means each unit of Affordable Housing to be constructed on the property pursuant to the Planning Permission

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2013/0981 for mixed residential and care home use together with associated amenities on the Property

Development

"Development" means such development as may be authorised by the Planning Permission

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

"GBCI"

"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) for the quarter in which the contribution (or any part of it) is paid;

Highways Contribution

"Highways contribution" means the sum of £17,000.00 (seventeen thousand pounds) for the required changes to the existing 30mph speed limit, the provision of a pedestrian refuge on Chatburn Road and to establish two new bus stops.

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

Low Cost Market Units

"Low Cost Market Units" means the Affordable Units that are built by the Owner or the Company and sold to the Council's Approved Purchasers at a 35% discount to the Open Market Value and subject to a restriction placed upon the title of such Units in favour of the Council at the Land Registry to ensure that they are available to subsequent occupiers on the same basis at a 35% discount to Open Market Value.

Market Dwellings

"Market Dwellings" means Residential Units excluding any Affordable Housing Units

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

Open Market Value

"Open Market Value" means the market value of the relevant Affordable Unit assessed in accordance with the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors (the Red Book) current for the time being

Plan

"Plan " means the Property location plan annexed hereto

Planning Permission

"Planning Permission" means the Planning Permission granted pursuant to the Application. A draft of which is set out in Schedule 5

"Primary Cost Per Place"

"Primary Cost Per Place" means $\text{£}12,257 \times 0.9 \times \text{GBCI} / 288.4$

"Primary Education Contribution"

"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;

"Pupil Places Required"

"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;

"Pupils Expected to be Resident"

"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"

"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

Registered Provider

"Registered Provider" means a Registered Provider within the meaning of the Housing and Regeneration Act 2008

"Reserved Matters Consent(s)"

"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;

Residential Unit

"Residential Unit" means any unit including house, apartment or maisonette to be constructed on the Property pursuant to the Planning Permission primarily for the purpose of residential occupation

Scheme Development Standard

"Scheme Development Standard" means the essential requirements of the Homes and Communities Agency for quality of housing, probity and procurement and procedural compliance current at the date of the contract with

the Registered Provider for the disposal of the Affordable Housing Units (or the equivalent replacement of such standards)

"Secondary Cost Per Place"

"Secondary Cost Per Place" means $\text{£}18,469 \times 0.9 \times \text{GBCI}/288.4$

"Secondary Education Contribution"

"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;

Shared Ownership

"Shared Ownership" means a method of acquiring part ownership of an Affordable Unit by purchasing a share of the freehold or long leasehold then paying rent on the non-purchased share to a Registered Provider where occupiers can purchase additional shares

"Spare Places"

"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 **** hereto;

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement 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
- 1.5 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
- 1.6 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 Agreement is a Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein
 - 2.2 The obligations of this Agreement shall take effect on the implementation of the development pursuant to the Planning Permission
 - 2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
 - 2.4 The provisions of this Agreement 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 title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement

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 Agreement shall forthwith determine and cease to have effect

3.2 Nothing in this Agreement 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 Agreement and this Agreement shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Agreement is a Local Land Charge and shall be registered as such by the Council on the Local Land Charges Register

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 Agreement 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 Agreement the same shall not be unreasonably withheld or delayed

7 Covenants

7.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1

7.2 The Council hereby covenants with the Owner to perform the obligations as specified in Schedule 2

7.3 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3

8 Miscellaneous

8.1 Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers

8.2 If any provision in this Agreement 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


8.3 This Agreement is a Deed and is enforceable by the Council and the County Council

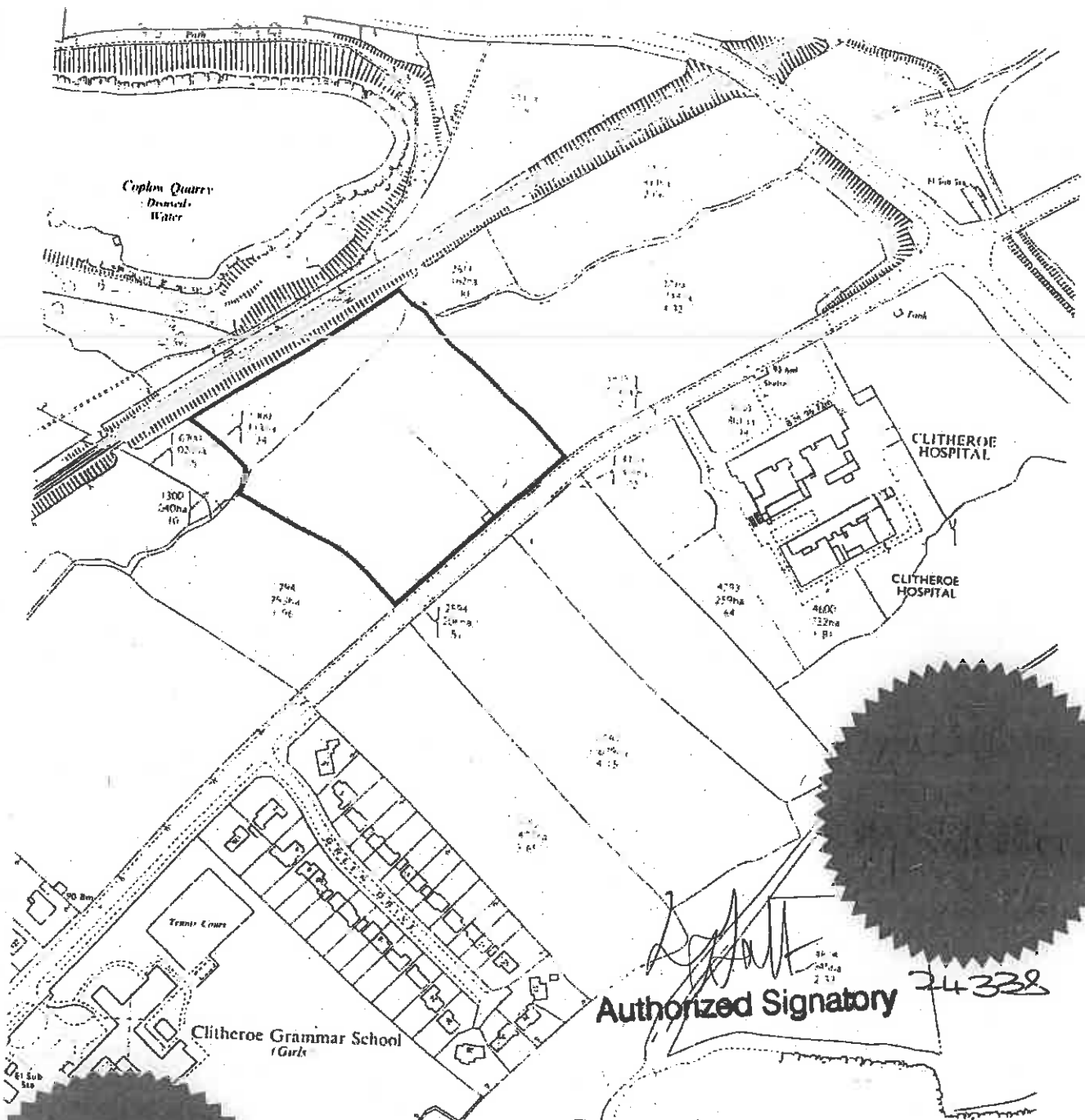
8.4 The Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof

8.5 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 Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to 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

8.6 The Owner shall pay the Council's and the County Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of £330.00 (Three Hundred and Thirty pounds) and £250(Two Hundred and Fifty Pounds) respectively

H.M. LAND REGISTRY		TITLE NUMBER LA 703653	
ORDNANCE SURVEY PLAN REFERENCE	SD 7542 7543	Scale 1/2500	
COUNTY LANCASHIRE		RIBBLE VALLEY DISTRICT	© Crown Copyright



[Signature]
Authorized Signatory

24338

Clitheroe Grammar School (Girls)

[Signature]
[Signature]
 KR + K. Rushton X

This is a general plan obtained from Land Registry showing the state of the title plan on 05 February 2014 at 17:31:20. This title plan shows the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements taken on the ground. See Land Registry Public Guide 19 - Title plans and boundaries.

This title is dealt with by Land Registry, Fylde Office.

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SCHEDULE OF ACCOMMODATION HOUSING

TYPE	No.
1 Large Detached	7
2 Medium Detached	4
3 Small Detached	3
4 Affordable Semi	6
TOTAL UNITS	20

NOTES:
 * 4No affordable = 30%

CARE HOME & EXTRA CARE SCHEME

- 60 Bed 2.5 Storey Care Home (with services at lower floor)
 Total GIA = 2760m² (46m²/bed)

- 3No Extra Care Apartments (linked to Care Home)
 2 bed Extra Care apartments, each approx 690sqft/64m²

- NOTES**
- 1. This is an indicative sketch scheme and is subject to further detailed design, completion of all additional survey information & relevant Statutory Authority Approvals.
 - 2. House types and gross internal areas indicative, and will change to suite final scheme at Reserved Matters stage
 - 3. Application Site Area 1.857 Hectares
- MATERIALS PROHIBITED**
- 1. High gloss finishes
 - 2. Natural stone cladding
 - 3. Artificial stone cladding
 - 4. Artificial stone cladding with metallic finishes
 - 5. Artificial stone cladding with metallic finishes and metallic accents
 - 6. Artificial stone cladding with metallic finishes and metallic accents and metallic accents
 - 7. Artificial stone cladding with metallic finishes and metallic accents and metallic accents and metallic accents
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NOTES

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2. House types and gross internal areas indicative, and will change to suite final scheme at Reserved Matters stage

3. Application Site Area 1.857 Hectares



KEY

- TYPE 1**: 4 Bed detached with integral garage (1450sqft excl garage)
- TYPE 2**: 4 Bed detached with separate garage (1250sqft)
- TYPE 3**: 3 Bed detached with integral garage (1010sqft excl garage)
- TYPE 5**: 3 Bed semi-detached affordable (925sqft/86m²)

RIVER
 Flood Zone 2
 Flood Zone 3

PLANNING APPLICATION

- Pre-Application
- For Approval
- Tender
- Construction
- Final
- Outline Homes
- Proposed Development, Chatburn Road, Clitheroe
- Site Plan - Indicative Layout
- 11/06/2013
- 14/10/2013
- 13-037-110

13-037-110

LAYOUT TO ADJACENT SITE INDICATIVE ONLY. TO GIVE INDICATION OF HOW DEVELOPMENT COULD BE EXTENDED IN THE FUTURE

K. Rushdan

SCHEDULE 1

The Owner covenants with the Council as follows:

- 1. Affordable Housing**
- 1.1** To submit an Affordable Housing Scheme to the Council which provides for seven Affordable Housing Units which shall be delivered as either Shared Ownership Units (which shall be the preferred tenure of the Council) or in the event that Social Housing Grant is not obtained Low Cost Market Units as shown hatched black on the Plan; or for an alternative mix of Affordable Housing Units to be agreed with the Council
- 1.2.1** To provide the Council or its agents with such information concerning negotiation between the Owner and a Registered Provider in respect of the Affordable Housing proposed to be transferred to a Registered Provider as the Council or its agents may reasonably request
- 1.2.2** To dispose of the Affordable Units (unless they are Low Cost Market Units) to a Registered Provider approved by the Council (such approval not to be unreasonably withheld or delayed) on or before completion of the construction of the Affordable Units and to notify the Council in writing accordingly.
- 1.3** Notwithstanding the grant of the Planning Permission not to allow the use of any Affordable Housing Unit as a dwelling (other than as a show house or similar or a sales office) other than by a person and his household determined as both being in need of affordable housing at the time of determination because of financial circumstances of the person and their household and being a person who has met the criteria for Affordable Housing as agreed with the Council
- 1.4** To construct the Affordable Housing in accordance with the approved Affordable Housing Scheme and the Scheme Development Standards (if

applicable) and to provide satisfactory evidence of the same to the Council

- 1.5 That not more than 80% of the Market Dwellings shall be occupied (unless otherwise agreed in writing by the Council) until the Affordable Units have been built ready for immediate occupation and are capable of being transferred
- 1.6 That from the date on which the Council approved the Affordable Housing Scheme that the land upon which the Affordable Housing is to be provided shall not be used for any other purpose other than Affordable Housing
- 1.7 **Low Cost Market Units**
 - 1.7.1 that the Low Cost Market Units are offered for sale at a discount of 35% (thirty five per cent) to the Open Market Value in accordance with the provisions set out herein
 - 1.7.2 that where a Low Cost Market Unit has been bona fide marketed at a discount market price for a period of 3 months and no person who has a Local Connection within the meaning of clauses 1.9.2 and 1.9.3 has offered in writing to purchase that Low Cost Market Unit then the unit may be made available for sale to purchasers outside the definition of Approved Persons but still at a discount market price. The Owner shall provide to the Council evidence of marketing in the form of Estate Agent Particulars
 - 1.7.3 that the Low Cost Market Units are to be sold on the basis that they remain affordable at the initial discount rate in perpetuity, the price at which the property is marketed and sold being subject to approval by the Council. Such discount is to be applied to any improvements made by the Vendor during their period of ownership. The Vendor is to obtain an independent valuation at their own expense to form the basis for the figure

to be approved. The vendor will have the option of arbitration if the figure is not approved by the Council

1.8 Shared Ownership Affordable Housing Units

1.8.1 that following transfer of the Affordable Housing Units (for Shared Ownership) or as soon as possible thereafter the Registered Provider shall dispose of the Affordable Units intended for Shared Ownership

(a) at Open Market Value on a Shared Ownership Lease with the rental element being discounted by the Registered Provider

(b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Agreement

(c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person

(d) that the Shared Ownership Lease shall contain a covenant in favour of the Registered Provider that upon a sale where 100% of the shares in the Unit has been achieved the Registered Provider shall have first option to repurchase the Affordable Housing Unit

1.8.2 the Approved person shall be required to purchase a minimum share of the Affordable Housing Unit which share shall be as follows:

2 bedroom apartments - minimum 35%

1.8.3 the approved person shall be allowed to purchase additional shares in increments of not less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Agreement

1.9 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person (subject to the provisions of clause 1.7.2) who shall be approved in writing by the Council

1.9.1 Approved Persons for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:

1.9.2 First time buyers who can demonstrate a housing need requirement for the property type they are purchasing where none of the family own or have ever owned a property (whether residential or otherwise) and who were either in order of priority

- currently living in the Borough of Ribble Valley for more than 10 years or
- currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
- currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
- currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
- Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of Kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children
- Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough of Ribble Valley because of a lack of affordable housing in the Borough

1.9.3 Secondly people who are not first time buyers who can meet one or other of the local connections detailed in 1.9.2 above and can demonstrate a housing needs requirement for the property type they are purchasing

1.9.4 Thirdly people who are not first time buyers and who cannot meet any of the local connections detailed in 1.8.2 above provided that the Council shall not be obliged to approve such people as Approved Persons unless the Company can provide evidence to the effect that there are no people who satisfy the criteria set out in 1.9.1 and 1.9.2 who wish to purchase an Affordable Unit.

1.9.5 Eligibility criteria: financial

The Owner (or Registered Provider if applicable) will ensure purchasers of all Affordable Housing Units demonstrate that they have:

- sufficient income to purchase the property but that they could not afford to purchase on the open market
- a satisfactory credit history
- sufficient funds to cover the legal costs involved in purchase

1.9.6 Eligibility criteria: income

The Owner (or Registered Provider if applicable) will ensure that the Affordable Housing Units are allocated to those who meet the requirements of this Agreement and will

- impose upper income brackets for purchasers of each Affordable Housing Unit type
- ensure income levels are verified via wage slips/P60s
- ensure local connection is established by reference to the electoral roll at a specific date in time. The onus will be on the approved person to provide proof of residence eg utility bills if they are not on the electoral roll

1.9.7 Eligibility criteria: local connection

- verify local connection based on employment by way of references/confirmation of employment history confirmation of permanence of employment will be required from employer
- verify five out of last ten years connection by placing the onus on the approved person to provide suitable supporting evidence eg council tax records, electoral roll records

2. Chargee Provisions

Any Chargee exercising a power of sale as mortgagee in possession or otherwise 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 two months prior notice to the Council of its intention to dispose and;

(a) in the event that the Council responds within two 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 shall cooperate with such arrangements and use its best endeavours to secure such transfer;

(b) if the Council does not serve its response to the notice served under clause 2(a) within the two months then the Chargee shall be entitled to dispose free of the restriction that the disposal shall be to an Approved Person only

(c) if the Council or any other person cannot within two months of the date of service of its response under clause 2 (a) secure such transfer then provided that the Chargee shall have complied with its obligations under clause 2(a) the Chargee shall be entitled to dispose to a person who does not meet the criteria of Approved Person as set out in this Agreement

PROVIDED THAT at all times the rights and obligations in this clause 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

3. The Owner covenants with the Council not to allow occupation of the Affordable Housing Units by any persons other than in accordance with this Agreement.

4. Notification of Commencement of Implementation of the Planning Consent

5.1 The Owner shall give notice in writing to the Council and the County Council of Commencement of the Implementation of the Planning Consent within seven days of the Commencement date

SCHEDULE 2

1. The Council covenants with the Owner as follows:
 - 1.1. To grant the Planning Permission not more than 14 days from the date of completion of this Agreement
 - 1.2. When requested in writing the Council shall provide written confirmation of compliance with the obligations contained in this Agreement when satisfied that such obligations have been performed

SCHEDULE 3

The Owner covenants with the County Council as follows:

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.

prior to Occupation of the 10th Residential Unit to pay to the County Council the Primary Education Contribution and the Secondary Education Contribution.

Calculation of the Education Contributions

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)

the County Council's pupils projections that are current at the time of the calculation shall be used.

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.

3.Highways Contribution

To pay the Highways Contribution to the County Council in its capacity of highways authority prior to Occupation of 10th Residential Units

shall be paid to the Council in 3 equal phased payments the first payment to be made on completion of the third Dwelling on the Site the second payment to be made on the completion of the sixth Dwelling on the Site and the third payment to be made on the completion of the ninth Dwelling on the Site

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: 3/2013/0981

DECISION DATE: DRAFT

DATE RECEIVED: 21/11/2013

APPLICANT:

Oakmere Homes Ltd
Helm Bank
Natland
Kendal
Cumbria
LA9 7PS

AGENT:

Janet Dixon Town Planners Ltd
144 Woone Lane
Clitheroe
Lancashire
BB7 1BN

DEVELOPMENT PROPOSED: Outline application for residential development comprising 20 dwellings (including 6 units of social housing), 3 close care apartments and a 60 bed care home (all matters reserved for subsequent approval)

AT: Land at Chatburn Road Clitheroe

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. Application for approval of reserved matters must be made not later than the expiration of 3 years beginning with the date of this permission and the development must be begun not later than whichever is the latter of the following dates:

(a) the expiration of 3 years from the date of this permission; or

(b) the expiration of 2 years from final approval of the reserved matters, or in the case of approval of different dates, the final approval of the last such matter to be approved.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

2. Plans and particulars of the reserved matters referred to in condition 1 above, relating to the access, layout, scale, appearance and landscaping of the site, shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

3. The development hereby permitted in outline relates to the erection of 20 dwellings, 3 close care apartments and a 60 bed care home. The application for reserved matters shall not exceed the stated number of dwellings, the stated number of close care units, or the stated number of bedrooms in the care home.

REASON: To define the scope of the permission and to ensure that the development complies with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

4. Any reserved matters application shall include a detailed arboricultural assessment/tree constraints plan that shall indicate how the existing trees have informed the detailed layout that has been submitted for reserved matters approval. The details shall include a plan to a scale and level of accuracy appropriate to the proposal that shows the position of every tree on site with a stem diameter over the bark measured at 1.5 metres above ground level of at least 75 millimetres, and also the details of all hedgerows within the site and on its boundaries.

In addition any tree on neighbouring or nearby ground to the site that is likely to have an effect upon or be affected by the proposal (e.g. by shade, overhang from the boundary, intrusion of the Root Protection Area - BS5837, 2012, Trees in Relation to Demolition, Design & Construction) must also be shown.

The details of each tree as required in accordance with BS5837 in a separate schedule, a schedule of tree works for all the trees, specifying those to be removed, pruning and other remedial or preventative work.

The details of any proposed alterations to the existing ground levels or the position of any proposed excavations within 5 metres of the Root Protection Area of any retained tree, including those on neighbouring ground.

The details of all the appropriate tree protection measures for every retained tree before and for the entire duration of the course of the development.

A statement setting out the principles of arboricultural sustainability in terms of landscape, spatial integration and post development pressure shall be included in the submitted details. This shall also include details of re-instatement and management of all existing hedgerows.

REASON: In order to ensure that the detailed layout of the development has been informed by the location and condition of existing trees and to ensure that trees of visual amenity value are given maximum physical protection from the adverse effects of development in order to comply with Policies G1 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

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5. Any reserved matters application shall include details of provisions to be made for building dependent species of conservation concern, including artificial bird nesting boxes and artificial bat roosting sites.

The details shall specify the plot numbers of the dwellings upon which the provisions are to be made and shall identify the actual wall and roof elevations into which the provisions are to be incorporated (which should be north/north east elevations for birds & elevations with a minimum of 5 hours morning sun for bats).

The provisions shall be provided in accordance with the approved details prior to the first occupation of the individual dwellings upon which they have been provided.

REASON: To protect the bird/bat population from damaging activities and reduce or remove the impact of development in order to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

6. Any reserved matters application shall include details of all proposed artificial external lighting. The details shall include the type, location, intensity and direction of all proposed lighting; and shall also include details of mitigation measures designed to reduce the impact of artificial lighting on protected species or species of conservation concern, identified and/or other named species.

REASON: In order to reduce the harmful impact of artificial lighting on the natural foraging/roosting/nesting behaviour of any protected species or species of conservation concern in order to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

7. Any removal of vegetation including trees and hedges associated with the development hereby permitted in outline shall be undertaken outside the nesting bird season (March - August inclusive). Any removal of vegetation out with the nesting bird season shall first be agreed by the Local Planning Authority and shall be preceded by a pre-clearance check by a licensed ecologist on the day of removal.

REASON: To ensure that there are no adverse effects on the favourable conservation status of birds, and to protect the bird population from damaging activities and reduce or remove the impact of development in order to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

8. No part of the development hereby permitted in outline shall be commenced until a non-native species removal and disposal method statement has been submitted to and agreed in writing by the Local Planning Authority. The details of which shall include details of the eradication and removal from the site all Japanese Knotweed and Himalayan Balsam.

REASON: To ensure that there is no risk of further spread of a non-native plant species and to ensure that there are no residue non-native plant species parts remaining in order to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

9. No part of the development hereby permitted in outline shall commence until a water vole and great crested newt survey has been carried out during the optimum period, and details of its findings, including all protection and mitigation measures for non-disturbance and protection of all streams and watercourses, has been submitted to and approved in writing by the Local Planning Authority. The details shall include measures to ensure that the streams and watercourses are protected against spillage incidents and pollution that may arise during construction works.

REASON: To ensure that the development is not detrimental to the ecological wildlife value of the watercourse that crosses the site and to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

10. The development hereby permitted in outline shall not be commenced until details of the landscaping of landscape buffers around habitat zones have been submitted to, and approved in writing by, the Local Planning Authority. The details shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, including details of any changes of level or landform and the types and details of all mammalian friendly fencing and screening.

The approved landscaping scheme shall be implemented in the first planting season prior to commencement of the development unless otherwise agreed by the Local Planning Authority, whether in whole or part and shall be maintained thereafter for a period of not less than 5 years to the satisfaction of the Local Planning Authority. This 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 similar size to those originally planted.

REASON: In the interests of visual amenity and to ensure that the development provides appropriate habitat protection and mitigation measures and enhances biodiversity value in order to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

11. The development hereby permitted in outline shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) (Ref: P4558-Rev003 dated 5 July 2013) and the following mitigation be filled within the FRA:

·Limiting the surface water run-off from the site to a maximum of its 17l/s so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off site.

The mitigation measures shall be fully implemented prior to occupation of any dwelling and subsequently in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

REASON: To prevent flooding by ensuring the satisfactory storage/disposal of surface water from the site and to reduce the risk of flooding to the proposed development and future occupants in order to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

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12. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate that the surface water run-off generated up to and including the 1:100 year 6 hour critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed and shall also include details of how the scheme shall be maintained and managed thereafter in perpetuity.

REASON: To prevent the risk of flooding both on and off site and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

13. No development shall take place until a scheme for the provision and management of a minimum of 5m buffer zone alongside Pimlico watercourse has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing by the Local Planning Authority. The buffer zone scheme shall be free from built development including lighting, domestic gardens and formal landscaping; and could form a vital part of green infrastructure provision.

REASON: To protect and enhance the Pimlico watercourse as a wildlife corridor and key green infrastructure asset and to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan and Policy DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

14. Any reserved matters application shall include detailed plans for any footbridge that is proposed to be erected over the Pimlico watercourse.

REASON: In order to ensure the retention of a continuous buffer strip of broadly natural character, providing a corridor for the passage of wildlife and reduce of pollution from run-off, and in the interests of visual amenity and to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

15. The development hereby permitted in outline shall not be commenced until a scheme for the disposal of foul waters for the entire site has been submitted to and approved in writing by the Local Planning Authority. Within the scheme, surface water must drain separate from the foul and no surface water will be permitted to discharge directly or indirectly into existing sewerage systems. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To ensure a satisfactory form of development including the satisfactory treatment and disposal of foul drainage in order to comply with the requirements of Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

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16. Prior to the commencement of development, a Construction Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The Statement shall provide details of:
- i) Sustainable travel options for journeys to and from work for the site operatives, including pedestrian routes, travel by bicycles, journeys by train, car sharing schemes and other opportunities to reduce journeys by motor car.
 - ii) the parking of vehicles of site operatives and visitors;
 - iii) loading and unloading of plant and materials;
 - iv) storage of plant and materials used in the construction of the development;
 - v) the erection and maintenance of security fencing;
 - vi) wheel washing facilities;
 - vii) measures to control the emission of dust and dirt during construction; and
 - viii) a scheme for recycling/disposing of waste resulting from construction works.
 - ix) Periods when plant and materials trips should not be made to and from the site (mainly peak hours, but the developer to suggest times when trips of this nature should not be made).
 - x) Routes to be used by vehicles carrying plant and materials to and from the site which shall have been constructed to base course level.
 - xi) Measures to ensure that construction vehicles do not impede adjoining accesses.
- The approved construction method statement shall be adhered to throughout the entire period of construction works.

REASON: In order to ensure safe working practices on or near the highway in the interests of safety and in the interests of the amenities of nearby residents in accordance with the requirements of Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

17. Prior to the commencement of development, an intrusive ground investigation shall be carried out as recommended and described in Section 7 (Recommendations) of the Preliminary Risk Assessment Report by Thomas Consulting (ref. P4459-01-R1 dated October 2013) that was submitted with the outline application; and a report of the findings of the investigation shall be submitted for the written approval of the Local Planning Authority. Any mitigation measures that are found to be necessary shall be carried out to the satisfaction of the Local Planning Authority prior to the commencement of development. In the event that unforeseen problems arise during construction works, the Local Planning Authority shall be informed and shall advise in writing on any appropriate remediation/mitigation measures that the developer will be required to implement.

REASON: In the interests of providing an appropriate environment for the end users of the development and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

18. No development shall begin until a details identifying how a minimum of 10% of the energy requirements generated by the development will be achieved by renewable energy production methods, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall then be implemented in accordance with the approved details prior to occupation of the development and thereafter retained in a condition commensurate with delivering the agreed level of energy generation.

REASON: In order to encourage renewable energy and to comply with the requirements of the National Planning Policy Framework.

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19. Prior to the first occupation of the development hereby permitted in outline, the existing access on to Chatburn Road shall be physically and permanently closed and the existing footway and kerbing of the vehicular crossing shall be reinstated with the Lancashire County Council Specification for Construction of Estate Roads.

REASON: To limit the number of access points to, and to maintain the proper construction of the highway in the interests of highway safety and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

20. No part of the development hereby permitted in outline shall be commenced until all the highway works that facilitate construction traffic access have been constructed in accordance with a detailed scheme that has first been submitted to and approved in writing by the Local Planning Authority.

REASON: To enable all construction traffic to enter and leave the premises in a safe manner in the interests of highway safety and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

21. No part of the development hereby permitted in outline shall be occupied until all the off-site highway works have been constructed in accordance with the scheme that shall have first been submitted to and approved in writing by the Local Planning Authority.

REASON: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works in the interest of highway safety and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

22. Prior to commencement of development a landscape management plan including long term design objectives, timing of the works, management responsibilities and maintenance schedules for all landscaped areas (other than within curtilages of buildings) including the proposed area of public open space on the north western part of the site, shall be submitted to and approved in writing by the Local Planning Authority. The management plan shall also provide precise details of any play equipment and its maintenance and indicate a timescale when any such equipment will 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 in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft - Post Submission Version (including proposed main changes).

Relevant planning policy

DecPolicy_table

Note(s)

APPLICATION NO. 3/2013/0981

DECISION DATE:

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 development for which outline planning permission is hereby granted requires the construction, improvement or alteration of an access to the public highway. Under the Highways Act 1908, 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 are commenced, the applicant or developer is advised to contact Customer Services at highways@lancashire.gov.uk and on 0845 0530000.
4. As the application site immediately adjoins an operational railway line, Network Rail has advised that the applicant or developer should submit a method statement and risk assessment to Network Rail's Asset Protection Engineer for approval prior to any works commencing on site (email: assetprotectionlnwnorth@networkrail.co.uk) Network Rail has also provided advice and guidance on matters relating to boundary fencing; encroachment on to railway land; scaffolding; drainage; excavation/earthworks in the vicinity of the railway; a 2m gap required between buildings on the site and the boundary fencing to the railway; and landscaping. The applicant or developer is therefore advised that it would be appropriate to consult Network Rail on these matters before the commencement of development, and ideally before the submission of any reserved matters planning applications (email: townplanninglnw@networkrail.co.uk).

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

THE COMMON SEAL of RIBBLE VALLEY)
BOROUGH COUNCIL was hereunto affixed to)
this Deed in the presence of:)



Mayor

Nigel Hilton

Chief Executive

M. H. Stott

THE COMMON SEAL of LANCASHIRE COUNTY)
COUNCIL was hereunto affixed to)
this Deed in the presence of:)



[Handwritten signature]

24338

Authorised Signatory

SIGNED AS A DEED by KATHLEEN RUSHTON)
in the presence of:)

K. Rushton x

SIGNATURE
PRINT NAME
PRINT ADDRESS

[Handwritten signature]
ALLEN JOHN ARKELL
UPON CROSS
HERMITAGE ROAD
LONG SUTTON
LANGPORT
TA10 9NL

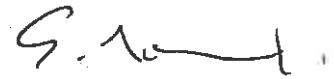
WITNESSES

EXECUTED AND DELIVERED AS A DEED)

BY OAKMERE HOMES (NORTH WEST) LIMITED acting)

by two Directors or one Director and The Company)

Secretary)

Director 

Director/Secretary 



**Planning Obligations in Lancashire
Methodology
Contributions towards education places-
Update March 2014**

Planning Obligations in Lancashire Policy

Contributions towards education places- updated March 2014

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 DfE 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:

- 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.

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:

$(£12,257 \times 0.9) \times \text{BCIS General Buildings Cost Index (314.50 April 2013 / 288.4 Q4 2008 = 1.090499)}$

= £12,029.62 per place

£12,029.62 x *** places = £*****

Secondary places:

$(£18,469 \times 0.9) \times \text{BCIS General Buildings Cost Index (314.50 April 2013 / 288.4 Q4 2008 = 1.090499)}$

= £18,126.38 per place

£18,126.38 x *** places = £*****

