UTT/20/2653/FUL (Newport)

(Referred to Planning Committee as application is a major planning application, more than five dwellings.)

PROPOSAL:	**Application to Vary Condition 2 (Plans) attached to planning application UTT/18/0739/FUL (approved under appeal APP/C1570/W/19/3229420) - Amendments to footpath link, revisions to plots 5-8 and the re-location of visitor parking spaces.**
LOCATION:	**The Joyce Frankland Academy, Cambridge Road, Newport, Saffron Walden, CB11 3TR**
APPLICANT:	**Mr Henry James, Hill Residential, The Courtyard, Abbey Barns, Duxford Road, Ickleton, CB10 1SX**
AGENT:	**N/A**
EXPIRY DATE:	**13th January 2021 (Extension of time until 31st January 2021)**
CASE OFFICER:	**Nathan Makwana**

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1. NOTATION

1.1 Countryside; Development Limits (part); Conservation Area (part)

2. DESCRIPTION OF SITE

2.1 The site is located off Bury Water Lane, Newport. It comprises a portion of the grounds of Joyce Frankland Academy, primarily including playing fields but also the two car parks on the northern side of the road.

3. PROPOSAL

3.1 Application to vary conditions 2 (plans), 3 (WSI), 4 (foul drainage), 5 (construction management plan), 6 (surface water drainage), 7 (arboriculture), 9 (external finishes), 14 (arboriculture), 19 (vehicular access), 20 (pedestrian crossing), and 22 (parking) attached to planning application UTT/18/0739/FUL (approved under appeal APP/C1570/W/19/3229420).

3.2 Whilst the description outlines that the above conditions are being varied, the full detail of the application proposal is as follows:

- The footpath link previously located behind plots 7 & 8 and between plots 8 & 9 is now repositioned behind plots 5 & 6. The footpath then continues alongside the access road into the site, away from the road junction.
- The positions of plots 5-8 (including their garden sizes) have been amended accordingly.
- The two visitor parking spaces positioned at the access have now been relocated to the opposite side of the road to allow the footpath to continue into the site. This then results in minor changes to the access road alignment.

4. ENVIRONMENTAL IMPACT ASSESSMENT

4.1 Town and Country Planning (Environmental Assessment): The proposal is not a Schedule 1 development, nor does it exceed the threshold criteria of Schedule 2, and therefore an Environmental Assessment is not required.

4.2 Human Rights Act considerations: There may be implications under Article 1 and Article 8 of the First Protocol regarding the right of respect for a person's private and family life and home, and to the peaceful enjoyment of possessions; however, these issues have been taken into account in the determination of this application.

5. APPLICANT'S CASE

5.1 The applicant has provided a planning statement in support of the planning application to illustrate the process that has led to the development proposal and to explain and justify the proposal in a structured way.

5.2 Also submitted with this planning application are detailed plans and elevations to reflect the above changes.

6. RELEVANT SITE HISTORY

6.1 UTT/20/2389/FUL - Construction of soil mounds for the relocation of the existing soil mounds to enable the construction of the new car park as permitted by application reference UTT/18/0739/FUL as granted planning permission under appeal reference APP/C1570/W/19/3229420. – Approved with conditions on 23.11.2020

6.2 UTT/20/2597/NMA - Non-material amendment to UTT/18/0739/FUL - Installation of 8 x six metre high lighting columns and LED lamps to the new car parking areas – 28.10.2020

6.3 UTT/18/0739/FUL - The erection of 24 dwellings with associated access, car and cycle parking and landscaping, drainage and acoustic fencing, construction of a new multi-use games area (MUGA) and floodlights, replacement floodlighting to existing artificial turf pitch, construction of new fenced tarmacadam courts for tennis and netball, first floor and side extension to the Wawn sports pavilion, new brick electrical cupboard and reconfigured car parking. – Refused on 23.11.2018.

Allowed on Appeal on 27.03.2020

6.4 UTT/1435/09/OP - An outline application for a two storey dwelling – Refused on 11th March 2010

6.5 A number of discharge of condition applications have been submitted, with some discharged, some refused and some part discharged. Due to the significant number of applications, they have not been listed in this report. However, they will be listed as an appendix to this application.

7. POLICIES

National Policies
National Planning Policy Framework (NPPF) (June 2019)

National Planning Policy Guidance (NPPG)

Uttlesford Local Plan (2005)

S3 – Other Development Limits
S7 – The Countryside
GEN1 – Access
GEN2 – Design
GEN3 – Flood Protection
GEN4 – Good Neighbourliness
GEN5 – Light Pollution
GEN6 – Infrastructure Provision to Support Development
GEN7 – Nature Conservation
GEN8 – Vehicle Parking Standards
ENV1 – Design of Development within Conservation Areas
ENV2 – Development affecting Listed Buildings
ENV3 – Open Spaces and Trees
ENV4 – Ancient Monuments and Sites of Archaeological Importance
ENV10 – Noise Sensitive Development and Disturbance from Aircraft
ENV12 – Protection of Water Resources
ENV13 – Exposure to Poor Air Quality
ENV14 – Contaminated LandH1 – Housing Development
H9 – Affordable Housing
H10 – Housing Mix
LC1 – Loss of Sports Fields and Recreational Facilities
LC2 – Access to Leisure and Cultural Facilities
LC4 – Provision of Outdoor Sport and Recreational Facilities Beyond

Supplementary Planning Documents/Guidance

SPD – Accessible Homes and Playspace (2005)

Other Material Considerations

Essex Design Guide
ECC Parking Standards (2009)
UDC Parking Standards (2013)

8. PARISH COUNCIL COMMENTS

8.1 **Newport Parish Council**

8.2 The title of the application does not reflect the content of the covering letter, which only deals with the amendments below. It is not clear why these other conditions are listed?

Footpath link: the proposed layout appears to be an improvement on the previous arrangement and could potentially form an improved pedestrian connection into the school from the B1383. We are pleased that the footpath connection outside plot 4 linking directly into the school grounds has been retained.

Plots 5-9: the layout of the plots appears acceptable although we have concerns over the reduction in garden size for plot 5.

Visitor spaces: the relocation of the spaces appears acceptable, however it is not

apparent from the documentation presented whether these spaces adhere to the minimum size requirement for a parking space.

9. CONSULTATIONS

ECC Highways

9.1 The previous application UTT/18/0739/FUL, approved at appeal, required the relocation of the former staff car park prior to commencement of the residential aspect of the development and securing of the pedestrian link to the west, through the grounds of Joyce Frankland, to be retained in perpetuity. The car park works have been undertaken and appropriate legal agreement secure for the pedestrian link, and therefore the Highway Authority have no longer applied conditions pertaining to relocation of the staff car park and footway to the west.

9.2 **All housing developments in Essex which would result in the creation of a new street (more than five dwelling units communally served by a single all-purpose access) will be subject to The Advance Payments Code, Highways Act, 1980. The Developer will be served with an appropriate Notice within 6 weeks of building regulations approval being granted and prior to the commencement of any development must provide guaranteed deposits which will ensure that the new street is constructed in accordance with acceptable specification sufficient to ensure future maintenance as a public highway.**

9.3 **From a highway and transportation perspective the impact of the proposal is acceptable to the Highway Authority subject to the following measures:**

9.4 2. Prior to occupation of any dwelling, the provision of an access formed at right angles to Bury Water Lane, as shown in principle on DWG no. 195076/PD01 Rev A (Proposed Access, dated 29/09/2020) to include but not limited to: minimum 6 metre carriageway width with minimum radii of 6 metres, and visibility splays with dimensions of 2.4 metres by 25 metres to the west and 2.4 metres by 25 metres with a 1 metre offset to the east, as measured from and along the nearside edge of the carriageway, with no obstruction above 600mm. Such vehicular visibility splays shall be retained free of any obstruction in perpetuity.

Reason: To ensure that vehicles can enter and leave the highway in a controlled manner and to provide adequate inter-visibility between vehicles using the road junction and those in the existing public highway in the interest of highway safety.

9.5 3. Prior to occupation of the development, the formalisation of the pedestrian crossing point across Bury Water Lane, at the junction with Cambridge Road, shall be provided, to include but not limited to: the extension of footway, dropped kerb crossing points (with appropriate tactile paving if necessary), visibility splays of 1 metre by 25 metres, as shown on DWG no's 195076/PD03 Rev. A (Pedestrian Visibility Splays, dated 01/10/2020), retained free of obstruction above 600mm in perpetuity

Reason: In the interest of highway safety and accessibility.

9.6 4. The proposed pedestrian access to the east shall be provided to a minimum width of 2 metres and with a system of appropriate lighting, which shall thereafter be maintained in good repair in perpetuity.

Reason: To ensure the safe passage of pedestrians, in the interests of accessibility.

9.7 5. Prior to occupation of the proposed development, the Developer shall be responsible for the provision and implementation of a Residential Travel Information Pack per dwelling, for sustainable transport, approved by Essex County Council, to include six one day travel vouchers for use with the relevant local public transport operator.

Reason: In the interests of reducing the need to travel by car and promoting sustainable development and transport.

9.8 6. No unbound material shall be used in the surface treatment of the vehicular access within 6 metres of the highway boundary.

Reason: To avoid displacement of loose material onto the highway in the interests of highway safety.

9.9 7. No dwelling shall be occupied until the associated parking and/or turning head indicated on the approved plans has been provided. The vehicle parking and turning heads shall be retained in this form at all times.

Reason: To ensure that on street parking of vehicles in the adjoining streets does not occur in the interest of highway safety and that appropriate parking is provided.

9.10 8. Cycle parking shall be provided in accordance with the EPOA Parking Standards. The approved facility shall be secure, convenient, covered and provided prior to occupation and retained at all times.

Reason: To ensure appropriate cycle parking is provided in the interest of highway safety and amenity.

UDC Environmental Health

9.11 I have no objection of condition 5 being varied to;

The development shall be carried out in accordance with the approved Construction, Environmental and Traffic Management Plan (Hill, Rev3, 4th September 2020) approved by Uttlesford District Council 4thSeptember 2020 Ref UTT/20/1982/DOC

ECC Ecology

9.12 Thank you for consulting Place Services on the above revised application.

No ecological objections.

9.13 We have reviewed the application documents submitted in support of the above application including the Covering Letter (Hill, October 2020), Proposed Site Layout (Drawing No. 093- 025A) (Hill, September 2020), Proposed Site Master Plan (Drawing No. 093-011AD (Hill, April 2017) and Appeal Decision (The Planning Inspectorate, March 2020) to assess the likely impacts of the

development on designated sites, protected & Priority species and habitats.

We are satisfied that there is sufficient information available for determination.

We note that the conditions with potential ecological implication requested for variance have already been discharged and that the wording changes required are to show a compliance with the original conditions, laid down within the approval under appeal APP/C1570/W/19/3229420). That changes to design relating to footpath placement, access, parking and pedestrian crossing do not have an impact on ecological features.

We, therefore, have no comments to make with regard to this application.

9.14 We note that the development site is situated within the Impact Risk Zone for Hatfield Forest Site of Special Scientific Interest (SSSI)/National Nature Reserve (NNR) as shown on MAGIC map (www.magic.gov.uk). Therefore, Natural England's revised interim advice to Uttlesford DC (ref: HatFor Strategic Interim LPA, 5 April 2019) should be followed to ensure that impacts are minimised to this site from new residential development. As this application is less than 50 or more units, Natural England do not, at this time, consider that is necessary for the LPA to secure a developer contribution towards a package of funded Strategic Access Management Measures (SAMMs) at Hatfield Forest.

ECC Place Services Conservation

9.15 Built Heritage Advice pertaining to an application for the application to vary conditions 2,3,4,5,6,7,9 (external finishes),14,19,20 and 22 attached to UTT/18/0739/FUL (approved under appeal APP/C1570/W/19/3229420).

The relevant condition concerning Built Heritage is condition nine. I have no objection to the variation of the condition, which was discharged in full, Ref: UTT/20/1681/DOC.

ECC Suds

9.16 Lead Local Flood Authority position

Having reviewed the Flood Risk Assessment and the associated documents which accompanied the planning application, we **do not object** to the granting of planning permission based on the following:

This application is asking for a compliance condition based on information submitted as part of application UTT/20/2287/DOC which has been previously approved.

ECC Place Services Archaeology

9.17 Thank you for consulting the Historic Environment Advisor on the above application.

I can confirm that all of the archaeological work for planning application UTT/18/0739/FUL, The Joyce Frankland Academy, Cambridge Road, Newport, has been completed. Therefore, this office supports the release of the condition.

Historic England

9.18 Thank you for your letter of 20 October 2020 regarding the above application for planning permission. On the basis of the information available to date, we do not wish to offer any comments. We suggest that you seek the views of your specialist conservation and archaeological advisers, as relevant.

It is not necessary for us to be consulted on this application again, unless there are material changes to the proposals. However, if you would like detailed advice from us, please contact us to explain your request.

Sport England

9.19 Thank you for consulting Sport England on the above application.
The proposed development does not fall within either our statutory remit (Statutory Instrument 2015/595), or non-statutory remit (National Planning Policy Guidance (PPG) Par. 003 Ref. ID: 37-003-20140306), therefore Sport England has not provided a detailed response in this case, but would wish to give the following advice to aid the assessment of this application.

General guidance and advice can however be found on our website: https://www.sportengland.org/how-we-can-help/facilities-and-planning/planning-forsport#planning_applications

If the proposal involves the loss of any sports facility then full consideration should be given to whether the proposal meets Par. 97 of National Planning Policy Framework (NPPF), link below, is in accordance with local policies to protect social infrastructure and any approved Playing Pitch Strategy or Built Sports Facility Strategy that the local authority has in place.

If the proposal involves the provision of a new sports facility, then consideration should be given to the recommendations and priorities set out in any approved Playing Pitch Strategy or Built Sports Facility Strategy that the local authority may have in place.

In addition, to ensure they are fit for purpose, such facilities should be designed in accordance with Sport England, or the relevant National Governing Body, design guidance notes: http://sportengland.org/facilities-planning/tools-guidance/design-and-cost-guidance/

If the proposal involves the provision of additional housing (then it will generate additional demand for sport. If existing sports facilities do not have the capacity to absorb the additional demand, then new and/or improved sports facilities should be secured and delivered in accordance with any approved local policy for social infrastructure, and priorities set out in any Playing Pitch Strategy or Built Sports Facility Strategy that the local authority has in place.

In line with the Government's NPPF (including Section 8) and PPG (Health and wellbeing section), consideration should also be given to how any new development, especially for new housing, will provide opportunities for people to lead healthy lifestyles and create healthy communities. Sport England's Active Design guidance can be used to help with this when developing or assessing a proposal. Active Design provides ten principles to help ensure the design and layout of development encourages and promotes participation in sport and physical activity.

NPPF Section 8: https://www.gov.uk/guidance/national-planning-policy-framework/8-promoting-healthy-communities

PPG Health and wellbeing section: https://www.gov.uk/guidance/health-and-wellbeing Sport England's Active Design Guidance: https://www.sportengland.org/how-we-canhelp/facilities-and-planning/design-and-cost-guidance/active-design

Natural England

9.20 Natural England currently has no comment to make on the variation of conditions 2, 3, 4, 5, 6, 7, 9, 14, 19 and 20.
Should the proposal be amended in a way which significantly affects its impact on the natural environment then, in accordance with Section 4 of the Natural Environment and Rural Communities Act 2006, Natural England should be consulted again. Before sending us any further consultations regarding this development, please assess whether the changes proposed will materially affect any of the advice we have previously offered. If they are unlikely to do so, please do not re-consult us.

UDC Housing Enabling Officer

9.21 I note that the application was approved following an appeal to the Planning Inspectorate despite there being no affordable housing provision. From a Housing perspective it is disappointing that no affordable housing will be provided but the decision has been made and so I have no further comments/observations to make.

Anglian Water

9.22 Foul Water Comments: Thank you for consulting us in relation to variation of condition application UTT/20/2653/FUL. Please note our response is in relation to the drainage conditions. Anglian Water has no objection to the conditions changing to compliance led conditions and the wording as proposed in the submitted cover letter.

9.23 **Surface Water Comments:** Thank you for consulting us in relation to variation of condition application UTT/20/2653/FUL. Please note our response is in relation to the drainage conditions. Anglian Water has no objection to the conditions changing to compliance led conditions and the wording as proposed in the submitted cover letter.

Network Rail

9.24 It is advised that the applicant i.e. the developer/contractor consult Network Rail's Asset Protection (ASPRO) team via AssetProtectionAnglia@networkrail.co.uk prior to any works commencing on site. This is to understand the proposals of the works in detail and to ensure that the proposed work does not pose any risk to Network Rail infrastructure.

The developer must ensure that their proposal, both during construction and after completion does not:

• encroach onto Network Rail land

• affect the safety, operation or integrity of the company's railway and its infrastructure
• undermine its support zone
• damage the company's infrastructure
• place additional load on cuttings
• adversely affect any railway land or structure
• over-sail or encroach upon the air-space of any Network Rail land
• cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

NATS Safeguarding

9.25 The proposed development has been examined from a technical safeguarding aspect and does not conflict with our safeguarding criteria. Accordingly, NATS (En Route) Public Limited Company ("NERL") has no safeguarding objection to the proposal. However, please be aware that this response applies specifically to the above consultation and only reflects the position of NATS (that is responsible for the management of en route air traffic) based on the information supplied at the time of this application. This letter does not provide any indication of the position of any other party, whether they be an airport, airspace user or otherwise. It remains your responsibility to ensure that all the appropriate consultees are properly consulted.

If any changes are proposed to the information supplied to NATS in regard to this application which become the basis of a revised, amended or further application for approval, then as a statutory consultee NERL requires that it be further consulted on any such changes prior to any planning permission or any consent being granted.

MAG London Stansted Airport

9.26 The Safeguarding Authority for Stansted Airport has assessed this proposal and its potential to conflict aerodrome Safeguarding criteria. We have no aerodrome safeguarding objections to the proposal.

10. REPRESENTATIONS

10.1 3 Neighbour Representations have been received, all objecting to the application proposal.

A site notice was displayed at the application site on the 20th October 2020 and expired on the 24th November 2020. An advertisement was placed in the local press on the 29th October 2020 and expired on the 19th November 2020.

The neighbour notification period expired on the 10th November 2020.

10.2 Summary of representations received as follows:

- The sewage system will result in increased flooding to an adjacent property.
- The application is not clear in what it is applying for.
- The car parking also needs to be investigated as there is insufficient currently indicated on the plans for the sports facilities and school's needs.
- The proposed footway through the development does not alleviate the

need for a footpath for the public to use alongside the full length of BWL from the school to Cambridge Road.

10.3 The above are a summary of the representations received. Full versions are available via the online public access system.

11. APPRAISAL

The issues to consider in the determination of the application are:

A The Principle of development – Location of Housing (NPPF, ULP Policies S3, S7, H1, GEN2, NPPF);
B Character, Appearance and Heritage (ULP Policies S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3, NPPF);
C Access and Transport (GEN1, GEN8, NPPF)
D Planning Obligations (NPPF)

11.1 Issues regarding Crime, Flooding, Infrastructure, Biodiversity, Archaeology, Land Contamination, Air Quality, Affordable Housing, Housing Mix, Sport and Recreation and also Housing Land Supply have been assessed in the 2018 committee report (UTT/18/0739/FUL) and appeal decision APP/C1570/W/19/3229420.

11.2 The issues highlighted above are applicable for this planning application and it is the assessment of these relevant issues that are being brought forward to the planning committee for consideration.

A The Principle of development – Location of Housing (NPPF, ULP Policies S3, S7, H1, GEN2, NPPF);

11.3 The principle of development has been established by virtue of application UTT/18/0739/FUL) and appeal decision APP/C1570/W/19/3229420. In the committee report the officer determined that "*The Local Plan places the site beyond the defined Development Limits for town and villages, and therefore in a countryside location that is inconsistent with policies S7 and H1 on the location of housing*."

11.4 Notwithstanding the above conflict with development plan policies, the proposal accords with the more up-to-date national policy in the NPPF. Paragraphs 78-79 take a less restrictive approach compared with the Local Plan, supporting the growth of existing settlements while preventing isolated homes that could lead to sporadic development in the countryside. The site's location adjacent the built-up area of Newport ensures its consistency with paragraphs 78-79.

11.5 Furthermore, the Planning Inspector in their appeal decision stated that in paragraph 49 that "*Policy S7 does not therefore fully reflect the Framework's approach to housing in rural areas. Paragraph 78 states that development in rural areas should be located where it can help maintain or enhance the vitality of rural communities. The development would not be isolated in the countryside and thus would not need to meet any of the exceptions set out in paragraph 79 of the Framework. The development would be able to provide a degree of support to local facilities, both in Newport and other settlements. The location of development does not therefore conflict with the Framework*."

11.6 In Paragraph 54 he further stated that "*Owing to the nature of the impact and its*

localised extent, I consider the harm to the character and appearance of the area and setting of the NCA to be at the lower end of any scale. I have given great weight to the conservation of the heritage asset. Nevertheless, I still find that the public benefits associated with the development would outweigh the less than substantial harm that would be caused to the significance of the NCA and any other impacts on the character and appearance of the area. In this context, there are no policies in the Framework which provide a clear reason for refusing the development proposed."

11.7 The principle of development is therefore established by virtue of the previous planning permission (UTT/18/0739/FUL) and the Inspectors appeal decision (APP/C1570/W/19/3229420). The proposal therefore accords with ULP Policies S3, S7, H1 and GEN2 of the Uttlesford Local Plan 2005 and the NPPF 2019.

B Character, Appearance, Amenity and Heritage (ULP Policies S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3, NPPF);

11.8 As outlined above, the majority of this application proposal remains the same as the previously granted consent that the Planning Inspector allowed. The proposed changes from a design perspective include the incorporation of a new footpath link. This previous linked footpath was located behind Plots 7 & 8 and also between Plots 8 & 9. It has now been relocated in between Plots 5 & 6 and continues alongside the access road into the site, away from the road junction.

11.9 Due to the incorporation of the above, the positions of Plots 5-8 have therefore been amended from the previously approved scheme. This re-positioning of the plots is considered non-material and a comparison of the approved and proposed plans does not show a significant variation in plot location, size and overall layout.

11.10 The previous plans show the proposed footpath running adjacent to the rear boundaries of Plots 5-8 and entering the site adjacent to the side boundary of plot 8. The proposed re-location in fact allows Plots 7 and 8 to possess larger gardens in comparison to the previously approved scheme.

11.11 The other element of this application proposal also results in the two visitor parking spaces that were originally positioned at the access, are instead now positioned on the opposite side of the road. This allows the proposed path to continue into the site. This then results in minor changes to the access road alignment.

11.12 Matters regarding the parking and access arrangements are addressed in the transport section below. The proposed garden sizes of Plots 1, 5, 6, 7, 8 and 9 will be impacted by this amendment to the application proposal. However, they will still possess the following garden sizes that will exceed the requirement outlined within the Essex Design Guide.

11.13 Plot 1 – 3 Bedroom House – Garden Size: 160sqm (Exceeds EDG Size)
Plot 5 – 4 Bedroom House – Garden Size: 245sqm (Exceeds EDG Size)
Plot 6 – 4 Bedroom House – Garden Size: 456sqm (Exceeds EDG Size)
Plot 7 – 4 Bedroom House – Garden Size: 330sqm (Exceeds EDG Size)
Plot 8 – 4 Bedroom House – Garden Size: 295sqm (Exceeds EDG Size)
Plot 9 – 3 Bedroom House – Garden Size: 342sqm (Exceeds EDG Size)

11.14 As illustrated above, the plots will all possess significant amounts of rear garden spaces that exceed the requirements outlined within the Essex Design Guide.

11.15 It is noted that the ward member has commented and requested a condition regarding that the fence bordering the proposed path not be solid. Any fencing along this boundary should ensure that the privacy of the rear gardens of these adjacent plots should be maintained. Details regarding this boundary treatment will however be secured by condition. The boundary adjacent to the frontage adjacent to Bury Water Lane will however remain open, with further details to be reviewed at the Discharge of Condition application stage.

11.16 The proposed amendments to the site layouts do not result in significant changes to the overall layout of the previously approved scheme. The re-location of the path is not considered to possess a harmful impact to the character of the conservation area or wider street scene. The revised garden sizes far exceed those recommended within the Essex Design Guide. The proposal therefore accords with ULP Policies S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3 and relevant design and heritage policies within the NPPF 2019.

C Access and Transport (GEN1, GEN8, NPPF)

11.19 The major elements of this scheme that are affected by this application from a Highway and Access perspective are those relating to the re-location of the visitor parking spaces and the proposed new footpath. The proposed parking spaces accord to adopted parking standards (in fact they exceed requirements) and no highway objections are raised to the re-location of the proposed footpath, subject to revised conditions.

11.20 The previous application UTT/18/0739/FUL, approved at appeal, required the relocation of the former staff car park prior to commencement of the residential aspect of the development and securing of the pedestrian link to the west, through the grounds of Joyce Frankland, to be retained in perpetuity. The car park works have been undertaken and appropriate legal agreement secure for the pedestrian link, and therefore the Highway Authority have no longer applied conditions pertaining to relocation of the staff car park and footway to the west.

11.21 It is noted that the Parish Council have raised concerns regarding the sizes of the re-located visitor bays. It is confirmed that the parallel visitor parking bays measure at 2.9m x 6m, exceeding adopted local plan parking specification sizes.

11.22 The application proposal is therefore considered to accord with ULP Policies GEN1, GEN2, GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

D Planning Obligations (NPPF)

11.23 The previous Section 106 agreement tied to the previous planning application will be transferred over to this revised application via a Deed of Variation.

12. CONCLUSION

The following is a summary of the main reasons for the recommendation:

A The principle of development is therefore established by virtue of the previous planning permission (UTT/18/0739/FUL) and the Inspectors appeal decision (APP/C1570/W/19/3229420). The proposal therefore accords with ULP Policies S3, S7, H1 and GEN2 of the Uttlesford Local Plan 2005 and the NPPF 2019.

B The proposed amendments to the site layouts do not result in significant changes to the overall layout of the previously approved scheme. The re-location of the path is not considered to possess a harmful impact to the character of the conservation area or wider street scene. The revised garden sizes far exceed those recommended within the Essex Design Guide. The proposal therefore accords with ULP Policies S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3 and relevant design and heritage policies within the NPPF 2019.

C Essex County Council Highways have not objected on highway safety grounds and the relevant parking spaces have been provided that accord with the Uttlesford Local Plan parking spaces. The application proposal is therefore considered to accord with ULP Policies GEN1, GEN2, GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

D The previous Section 106 agreement tied to the previous planning application will be transferred over to this revised application via a Deed of Variation.

RECOMMENDATION – APPROVAL WITH CONDITIONS SUBJECT TO TRANSFER OF S106 AGREEMENT ATTACHED TO UTT/18/0739/FUL BY DEED OF VARIATION.

Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

   REASON: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out in accordance with the approved plans as set out in the Schedule.

   REASON: For the avoidance of doubt as to the nature of the development hereby permitted, to ensure development is carried out in accordance with the approved application details, to ensure that the development is carried out with the minimum harm to the local environment, in accordance with the Policies of the Uttlesford Local Plan (adopted 2005) as shown in the Schedule of Policies

3. The development shall be carried out in accordance with the approved archaeological Written Scheme of Investigation (PCA, June 2020) as approved by Uttlesford District Council under discharge of condition application reference: UTT/20/1326/DOC.

   REASON: In the interests of archaeological protection in accordance with Policy ENV4 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

4. The development shall be carried out in accordance with the approved Drainage, Strategy and SUDS Report (Walker Associates, August 2020, REF 7357), and plans ref C7357/CE1, C7357/CE2 and C7357/CE9 approved by Uttlesford District Council under discharge of condition application reference UTT/20/2024/DOC.

   REASON: To ensure appropriate maintenance arrangements are put in place to enable the foul drainage system to function as intended to ensure mitigation

against flood risk in accordance with Policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

5. The development shall be carried out in accordance with the approved Construction, Environmental and Traffic Management Plan (Hill, REV 3, 4th September 2020) as approved by Uttlesford District Council under reference UTT/20/1982/DOC.

   REASON: In the interest of highway safety in accordance with Policy GEN1 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

6. The development shall be carried out in accordance with the approved Drainage, Strategy and SUDS Report (Walker Associates, August 2020, REF 7357), and plans ref C7357/CE1A and C7357/CE2A as approved by Uttlesford District Council under discharge of condition application reference UTT/20/2287/DOC.

   REASON: To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

7. The development shall be carried out in accordance with the approved Arboricultural Method Statement (Landscape Planning, March 2018) as approved by Uttlesford District Council under discharge of condition application reference: UTT/20/1177/DOC.

   REASON: To protect and enhance the existing trees on site and the wider setting in accordance with Uttlesford Local Plan policy S3, GEN2 and ENV3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

8. Prior to commencement of the residential development hereby approved the new/relocated parking area identified on drawing no 3276/SD02 D must be fully hard surfaced, sealed and marked out in parking bays.

   REASON: To ensure that appropriate access, parking and turning is provided in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

9. The development shall be carried out in accordance with the approved Material Schedule (Hill, 9th July 2020) as approved by Uttlesford District Council under discharge of condition application reference: UTT/20/1681/DOC.

   REASON: To ensure a satisfactory standard of development in the interests of visual amenity in accordance with Policy GEN2 of the adopted Local Plan (2005) and the NPPF 2019.

10. Prior to any works above slab level a detailed scheme for protecting the dwellings hereby approved from noise from road and rail traffic and the multi-use games (MUGA) facilities shall be submitted to and approved in writing by the local planning authority. The scheme shall follow the recommendations identified in the submitted Noise Assessment (Cass Allen Report – Ref: RP01-17226 Rev 2). The approved scheme shall be implemented prior to the occupation of any dwelling and retained thereafter.

    REASON: To protect the residential amenity of future occupiers of the proposed

development from excessive environmental noise and vibration, in accordance with Policy GEN4 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

11. Prior to the first use of the netball/tennis courts hereby approved, details of the fencing to be used shall be submitted to and approved in writing by the Local Planning Authority. The fencing shall be implemented in accordance with the approved details before the courts are made operational and shall be retained as such thereafter.

REASON: To ensure a satisfactory standard of development in the interests of visual amenity in accordance with Policy GEN2 of the adopted Local Plan (2005) and the NPPF 2019.

12. Prior to commencement of the sports facilities hereby approved, a Sports Facilities Construction, Environmental and Traffic Management Plan shall be submitted to and approved in writing by the local planning authority. The Plan should include:

(a) The construction programme and phasing

(b) Hours of operation, delivery and storage of materials

(c) Details of any highway works necessary to enable construction to take place

(d) Parking and loading arrangements

(e) Management of traffic

(f) Control of dust and dirt on the public highway

(g) Control of any risks associated with potential off-site flooding caused by surface water run-off and groundwater and prevent pollution

(h) Details of construction and complaint management with neighbours

(i) Mechanisms to deal with environmental impacts such as noise, air quality and light.

The development shall be carried out in accordance with the approved Plan and details.

REASON: To protect the residential amenity of future occupiers of the proposed development from excessive environmental noise and vibration, in accordance with Policy GEN4 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

13. Prior to commencement of the sports facilities hereby approved, a detailed Surface Water Drainage scheme for the sports facilities, shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details and retained thereafter. The scheme should include but not be limited to:

• Limiting discharge rates via infiltration for all storm events up to and including the 1 in 100 year rate plus 40% allowance for climate change. Where this is found to be unviable, run off rate should be limited to the 1 in 1 year greenfield rate for all storm events up to an including the 1 in 100 year rate plus 40% allowance for climate change.

• Provision of sufficient storage to ensure no off-site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus

40% climate change event.

• Final modelling and calculations for all areas of the drainage system.

• The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753.

• Detailed engineering drawings of each component of the drainage scheme.

• A final drainage plan which details exceedance and conveyance routes, finished floor levels and ground levels, and location and sizing of any drainage features.

• A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

• A timeline for the phasing of the drainage works.

REASON: To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

14. The development shall be carried out in accordance with the approved Arboricultural Method Statement (Landscape Planning, March 2018) as approved by Uttlesford District Council under discharge of condition application reference: UTT/20/1177/DOC.

REASON: To protect and enhance the existing trees on site and the wider setting in accordance with Uttlesford Local Plan policy S3, GEN2 and ENV3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

15. Prior to the occupation of any dwelling hereby approved, details of the following hard and soft landscaping works shall be submitted to and approved in writing by the local planning authority:

• Retained features

• New planting (including to directly replace trees T18 and T52, as labelled in the submitted Tree Protection Plan)

• Hard surfaces

• Boundary treatments

All hard and soft landscaping works shall be carried out in accordance with the approved details.

All planting, seeding or turfing and soil preparation comprised in the above details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings, the completion of the development, or in agreed phases, whatever is the sooner, and any plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased must be replaced in the next planting season with others of similar size and species. All landscape works shall be carried out in accordance with the guidance contained in relevant British Standards.

REASON: The landscaping of this site is required in order to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted in accordance with

ULP Policy GEN2 of the Uttlesford Local Plan (adopted 2005).

16. Prior to occupation of any dwelling hereby approved, full details of the cricket netting system hereby permitted shall be submitted to and approved in writing by the local planning authority. The system shall be installed in accordance with the approved details prior to occupation of any dwelling and the netting must be fully raised in accordance with the details during cricket matches.

REASON: To ensure a satisfactory standard of development in the interests of visual amenity in accordance with Policy GEN2 of the adopted Local Plan (2005) and the NPPF 2019.

17. Prior to occupation of any dwelling hereby approved, a detailed Maintenance Plan for the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority. The surface water drainage scheme shall thereafter be maintained in accordance with the approved Maintenance Plan.

REASON: To ensure appropriate maintenance arrangements are put in place to enable the surface water drainage system to function as intended to ensure mitigation against flood risk in accordance with policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

18. Prior to the occupation of any dwelling hereby approved, details of lighting for the eastern pedestrian access shall be submitted to an approved in writing by the local planning authority. The lighting shall be installed in accordance with the approved details prior to the occupation of any dwelling and retained thereafter.

REASON: To protect the residential amenity of future occupiers of the proposed development from excessive light pollution, in accordance with Policy GEN5 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

19. One of the dwellings hereby approved shall be built in accordance with Requirement M4(3) (Wheelchair user dwellings – adaptable) of the Building Regulations 2010 Approved Document M, Volume 1 2015 edition. The remaining dwellings shall be built in accordance with Requirement M4(2) (Accessible and adaptable dwellings) of the Building Regulations 2010 Approved Document M, Volume 1 2015 edition.

REASON: To ensure a high standard of accessibility, in accordance with Policy GEN2 of the Uttlesford Local Plan (adopted 2005), the SPD entitled 'Accessible Homes and Playspace' and the Planning Practice Guidance.

20. Each dwelling hereby approved shall be provided with a fully wired and operational electric vehicle charging point prior to its occupation.
REASON: In the interest of sustainable development and in accordance with Policy GEN2 of the adopted Uttlesford Local Plan 2005 and the provisions of the National Planning Policy Framework 2019.

21. No external lighting shall be installed for the existing and proposed artificial grass pitches, other than in accordance with the lighting details contained and submitted Lighting Statement (Paul Hawkins Development, November 2017) and associated drawing no JFA03r4.

REASON: To protect the residential amenity of future occupiers of the proposed

development from excessive light pollution, in accordance with Policy GEN5 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

22. The development shall be carried out in accordance with the ecological measures and/or works recommended in the submitted Biodiversity Statement and Mitigation Plan (Landscape Planning Ltd, March 2018).

REASON: To make appropriate provision for conserving and enhancing the natural environment within the approved development, in the interests of biodiversity in accordance with ULP Policy GEN7 of the Uttlesford Local Plan (adopted 2005) and the NPPF 2019.

23. Prior to occupation of any dwelling, the provision of an access formed at right angles to Bury Water Lane, as shown in principle on DWG no. 195076/PD01 Rev A (Proposed Access, dated 29/09/2020) to include but not limited to: minimum 6 metre carriageway width with minimum radii of 6 metres, and visibility splays with dimensions of 2.4 metres by 25 metres to the west and 2.4 metres by 25 metres with a 1 metre offset to the east, as measured from and along the nearside edge of the carriageway, with no obstruction above 600mm. Such vehicular visibility splays shall be retained free of any obstruction in perpetuity.

REASON: To ensure that vehicles can enter and leave the highway in a controlled manner and to provide adequate inter-visibility between vehicles using the road junction and those in the existing public highway in the interest of highway safety.

24. Prior to occupation of the development, the formalisation of the pedestrian crossing point across Bury Water Lane, at the junction with Cambridge Road, shall be provided, to include but not limited to: the extension of footway, dropped kerb crossing points (with appropriate tactile paving if necessary), visibility splays of 1 metre by 25 metres, as shown on DWG no's 195076/PD03 Rev. A (Pedestrian Visibility Splays, dated 01/10/2020), retained free of obstruction above 600mm in perpetuity

REASON: In the interest of highway safety and accessibility in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

25. The proposed pedestrian access to the east shall be provided to a minimum width of 2 metres and with a system of appropriate lighting, which shall thereafter be maintained in good repair in perpetuity.

REASON: To ensure the safe passage of pedestrians, in the interests of accessibility in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

26. Prior to occupation of the proposed development, the Developer shall be responsible for the provision and implementation of a Residential Travel Information Pack per dwelling, for sustainable transport, approved by Essex County Council, to include six one day travel vouchers for use with the relevant local public transport operator.

REASON: In the interests of reducing the need to travel by car and promoting sustainable development and transport in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

27. No unbound material shall be used in the surface treatment of the vehicular access within 6 metres of the highway boundary.

REASON: To avoid displacement of loose material onto the highway in the interests of highway safety in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

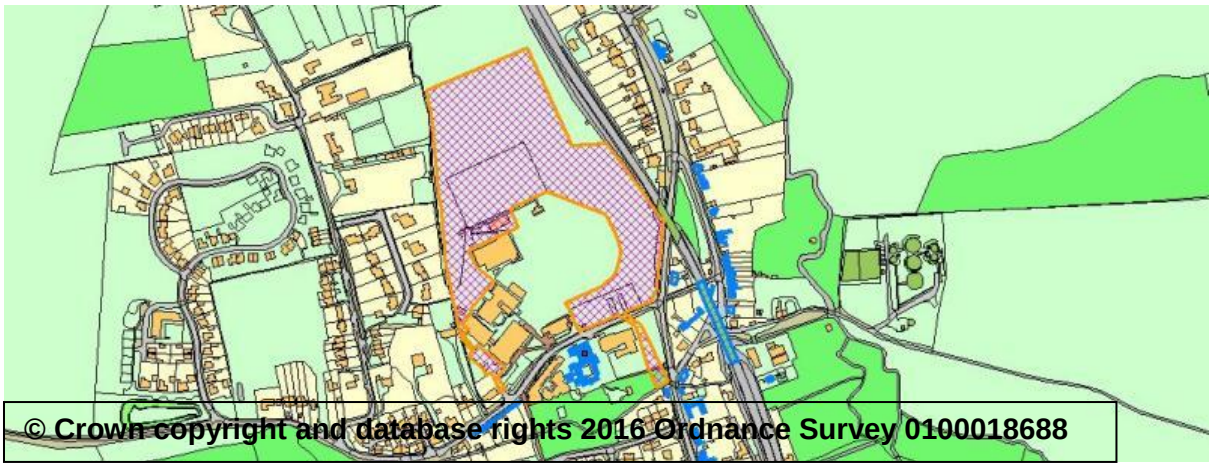
28. No dwelling shall be occupied until the associated parking and/or turning head indicated on the approved plans has been provided. The vehicle parking and turning heads shall be retained in this form at all times.

REASON: To ensure that on street parking of vehicles in the adjoining streets does not occur in the interest of highway safety and that appropriate parking is provided in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

29. Cycle parking shall be provided in accordance with the EPOA Parking Standards. The approved facility shall be secure, convenient, covered and provided prior to occupation and retained at all times.

REASON: To ensure appropriate cycle parking is provided in the interest of highway safety and amenity in accordance with ULP Policies GEN1 and GEN8 of the Uttlesford Local Plan 2005 and the NPPF 2019.

Site Map



Organisation: Uttlesford District Council
Department: Planning
Date: 29 December 2020

Appendix 1 – UTT/18/0739/FUL Committee Report

(please see next page)

UTT/18/0739/FUL (NEWPORT)

(More than five dwellings)

PROPOSAL:	**The erection of 24 dwellings with associated access, car and cycle parking and landscaping, drainage and acoustic fencing, construction of a new multi-use games area (MUGA) and floodlights, replacement floodlighting to existing artificial turf pitch, construction of new fenced tarmacadam courts for tennis and netball, first floor and side extension to the Wawn sports pavilion, new brick electrical cupboard and reconfigured car parking.**
LOCATION:	**The Joyce Frankland Academy, Cambridge Road, Newport, CB11 3TR**
APPLICANT:	**Hill Residential Ltd & The Joyce Frankland Trust Newport**
AGENT:	**Beacon Planning Ltd**
EXPIRY DATE:	**28 November 2018**
CASE OFFICER:	**Luke Mills**

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1. NOTATION

1.1 Countryside; Development Limits (part); Conservation Area (part).

2. DESCRIPTION OF SITE

2.1 The site is located off Burywater Lane, Newport. It comprises a portion of the grounds of Joyce Frankland Academy, primarily including playing fields but also the two car parks on the northern side of the road.

3. PROPOSAL

3.1 The application is for planning permission to erect 24 dwellings in the south-east corner of the playing field, enlarge the car park near the western boundary and provide new and enhanced sports facilities for the benefit of the school and the local community. The sports facilities would include:

- Multi-Use Games Area (MUGA)
- Tennis and netball courts
- Artificial cricket wicket
- Netting on eastern cricket boundary
- Improvements to the Wawn pavilion
- Improvements to the cricket pavilion
- Improvements to the existing artificial-turf pitch

3.2 An Accommodation Schedule is appended to this report.

4. ENVIRONMENTAL IMPACT ASSESSMENT

4.1 A request for a screening opinion was submitted with the application

(UTT/18/0856/SCO). The Council's opinion confirmed that the development does not constitute 'EIA development' for the purposes of The Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

5. APPLICANT'S CASE

5.1 The application was submitted with the following documents:

- Arboricultural Impact Assessment
- Archaeological Desk-Based Assessment
- Biodiversity Validation Checklist
- Biodiversity Statement & Mitigation Plan
- Boundary Risk Assessment
- Design & Access Statement
- Economic Viability Analysis
- Energy Statement
- Flood Risk Assessment & Surface Water Drainage Strategy (Sports Development Proposals)
- Flood Risk & Drainage Strategy Report
- Geo-Environmental Report
- Landscape and Visual Impact Assessment
- Lighting Statement
- Noise Assessment
- Planning and Heritage Statement
- Proposed car parking layout
- Statement of Community Involvement
- SuDS Checklist
- Transport Statement
- Utilities and Services Report

5.2 During the determination period, the following documents have been submitted:

- Note regarding temporary cricket netting measures
- Email regarding ball stop system
- Technical Note – Response to Essex County Council Comments
- Micro Drainage Storage Estimate
- Drainage Design Report
- Report on supplementary site investigation works

6. RELEVANT SITE HISTORY

6.1 A list of applications from the site's extensive planning history is provided below:

- UTT/0444/92 Change of use from agricultural land to school playing fields (Approved: 1992)

- UTT/1049/93/FUL Change of use on part of site from agricultural land to playing fields and engineering/earthworks on the whole site (Approved: 1993)

- UTT/1264/93/FUL Erection of a sports pavilion, fence and flood-lighting on the sports ground. (Approved: 1994)

- UTT/1193/95/FUL Erection of clubhouse/pavilion (alternative to that approved under UTT/1264/93/FUL) and erection of 3m high fencing. (Approved: 1996)

- UTT/0687/96/FUL Retrospective application for the retention of an all-weather sports pitch, associated ground-shaping, fencing and floodlights, with amendments. (Approved: 1996)

- UTT/0013/99/FUL Construction of a new sports hall, including a clubhouse for hockey club. (Refused: 1999. Appeal dismissed)

- UTT/0800/99/FUL Revised application for erection of new sports hall including club house for hockey club. (Refused: 1999. Appeal allowed)

- UTT/1648/00/REN Renewal of planning permission UTT/1193/95/FUL for erection of clubhouse/pavilion (Approved: 2001)

- UTT/0618/03/FUL Create sixty eight parking spaces on disused tennis court. Close existing vehicular access and create new access onto Bury Water Lane. (Approved: 2004)

- UTT/2049/04/FUL Proposed triple garage for mini buses. (Approved: 2005)

- UTT/0474/07/FUL Phase 2 extension to existing sports hall to include changing rooms, classroom and refreshment area (Approved: 2007)

- UTT/17/0165/CC Essex County Council Consultation ref: CC/UTT/04/17 - Construction of a detached two storey school building, including 9 new classrooms and ancillary facilities at the existing Joyce Frankland Academy, on land to the north of Bury Water Lane. (Approved: 2017)

6.2 It is noted that the nine-classroom building approved in 2017 is currently under construction (UTT/17/0165/CC).

6.3 The site was submitted for consideration in the Strategic Land Availability Assessment (SLAA), which was carried out to support preparation of the Council's emerging Local Plan. The site was initially assessed in 2015 (Site Ref: 12New15) and an updated assessment in 2018 concluded as follows:

"The site is available and development is achievable subject to acceptable replacement of the car park and design solutions to reduce the impact of the railway line. The site is not considered suitable due to loss of school land especially playing fields and car parking, and impact of noise from the railway."

6.4 The unsuitability of the site was further explained as follows:

"The school is on a split site either side of Bury Water Lane and this site is located in the middle of the school site and there are concerns about the juxtaposition of the two land uses. Concerns are raised over the suitability of this site because of how the residential development can be designed to fit within the school site, loss of playing fields, loss of parking, ground level

differences as well as impact from railway noise on the site."

7. POLICIES

7.1 S70(2) of The Town and Country Planning Act 1990 requires the local planning authority, in dealing with a planning application, to have regard to:

(a) the provisions of the development plan, so far as material to the application,
(aza) a post-examination draft neighbourhood development plan, so far as material to the application,
(b) any local finance considerations, so far as material to the application, and
(c) any other material considerations.

7.2 S38(6) of the Planning and Compulsory Purchase Act 2004 requires that, if regard is to be had to the development plan for the purpose of any determination to be made under the planning Acts, the determination must be made in accordance with the plan unless material considerations indicate otherwise.

7.3 Relevant development plan policies and material considerations are listed below.

Uttlesford Local Plan (2005)

7.4 S3 – Other Development Limits
S7 – The Countryside
GEN1 – Access
GEN2 – Design
GEN3 – Flood Protection
GEN4 – Good Neighbourliness
GEN5 – Light Pollution
GEN6 – Infrastructure Provision to Support Development
GEN7 – Nature Conservation
GEN8 – Vehicle Parking Standards
ENV1 – Design of Development within Conservation Areas
ENV2 – Development affecting Listed Buildings
ENV3 – Open Spaces and Trees
ENV4 – Ancient Monuments and Sites of Archaeological Importance
ENV10 – Noise Sensitive Development and Disturbance from Aircraft
ENV12 – Protection of Water Resources
ENV13 – Exposure to Poor Air Quality
ENV14 – Contaminated Land
H1 – Housing Development
H9 – Affordable Housing
H10 – Housing Mix
LC1 – Loss of Sports Fields and Recreational Facilities
LC2 – Access to Leisure and Cultural Facilities
LC4 – Provision of Outdoor Sport and Recreational Facilities Beyond Development Limits

Supplementary Planning Documents/Guidance

7.5 SPD – Accessible Homes and Playspace (2005)
The Essex Design Guide (2005)

Parking Standards: Design and Good Practice (2009)
Uttlesford Local Residential Parking Standards (2013)

National Policies

7.6 National Planning Policy Framework (NPPF) (2012)
- paragraphs 11, 59-64, 73, 78-79, 91-92, 96-97, 102-111, 127, 155-165, 170, 175, 178-183 & 189-197
Planning Practice Guidance (PPG)
- Air quality
- Conserving and enhancing the historic environment
- Design
- Flood risk and coastal change
- Housing: optional technical standards
- Land affected by contamination
- Light pollution
- Natural environment
- Noise
- Open space, sports and recreation facilities, public rights of way and local green space
- Planning obligations
- Rural housing
- Viability
- Water supply, wastewater and water quality

Other Material Considerations

7.7 West Essex and East Hertfordshire Strategic Housing Market Assessment (SHMA) (2015)
Uttlesford Strategic Flood Risk Assessment (SFRA) (2016)
Air Quality Action Plan 2017 – 2022
Housing Trajectory and 5-Year Land Supply Statement 1 April 2018 (October 2018)
Historic Settlement Character Assessments (2007)
Newport Conservation Area Appraisal and Management Proposals (2007)

8. PARISH COUNCIL COMMENTS

8.1 Objection. Concerns include:

- The site is not allocated in the emerging Local and Neighbourhood Plans
- Inadequate road infrastructure
- Increased traffic
- Risk to highway safety
- Inadequate parking provision
- Poor footpath connections to the village
- Inadequate garden sizes
- Increased air pollution
- No need for additional housing in Newport
- Inadequate sewerage infrastructure
- Increased risk of flooding
- Reduced scope for future school expansion
- Adverse effect on child safeguarding
- Loss of amenity from light pollution

9. CONSULTATIONS

Highway Authority (Essex County Council)

9.1 No objections, subject to conditions and a S106 agreement. An initial objection was removed following the submission of additional/revised information, as explained in the below extract from a consultation response dated 4 October:

"Since the planning application has been submitted, further information has been provided and the Highway Authority has conducted an on-site meeting with the planning agents.

It has been confirmed that the visibility splays from the vehicular access can be provided in accordance with the required standard for the speed of the road. Adequate visibility splays from the proposed pedestrian crossing point of Bury Water Lane, at the junction with Cambridge Road, can be provided. The Highway Authority has recommended these visibility splays are subject to a condition.

The applicant has revised the pedestrian accesses into the site, to accommodate the required 2 metre footways. Evidence of a contractual agreement between the developer and Joyce Frankland Academy has been provided, confirming that pedestrians will have the right to access the footway network to the west of the site from the development by access through the school grounds. The Highway Authority seeks to ensure that the pedestrian access is retained in perpetuity and a legal agreement between the relevant parties should be entered into prior to commencement of the development to ensure that the pedestrian access to the west remains free and unobstructed in perpetuity. If this legal undertaking is not secured then the Highway Authority does not believe that safe and suitable access for all users can be provided for this development, and therefore would not support the proposal."

Natural England

9.2 No objections.

Ecological Consultant (Place Services)

9.3 No objections, subject to the use of conditions to secure ecological mitigation and enhancement measures. Extract:

"I have reviewed the information submitted by the applicant. The Biodiversity Statement & Mitigation Plan (Landscape Planning Ltd, March 2018) has mitigation and enhancements for the development; these should be secured by condition. It also includes calculations for biodiversity net gain based on the proposals having new hedges, I am further asking for a landscaping plan so that the detail of these i.e. species mixes and the locations can be specified."

Environmental Health Officer

9.4 No objections, subject to the use of conditions. Extract:

"Although the application seeks to install additional lighting at this facility, the upgrading of the lighting serving the existing sports pitch should result in less light spill from this facility. This view is demonstrated in the submitted lighting report and associated light spill map.

… The submitted noise report addresses noise from transport sources affecting the new residential properties and noise from the existing and proposed MUGA affecting any new or existing residential premises. I would like to make clear that the noise assessment recommends physical mitigation measures in the form of an acoustic fence along the eastern boundary and bunds to mitigate noise from the MUGA (alongside other measures) and these are important to ensure that satisfactory noise levels are achieved for the proposed and existing dwellings. These do not form part of the submitted plans as far as I am aware which may be problematic, for example, should the planning department not consider these acceptable in planning terms. However, should these measures be acceptable then I recommend conditions to ensure adequate mitigation is achieved.

… The construction phase could give rise to impacts on neighbouring properties which could be dealt with through a Construction Environmental Management Plan for which a recommended condition is given below. For the operational phase, a development of this size is not considered to have a significant impact on air pollution levels. A new NO2 diffusion tube site has been located in Newport and all indications are that levels are well below the national objective for this pollutant. However, it is recommended that mitigation in the form of electric charging points are included in the residential units is to be encouraged and should be conditioned to ensure these are included."

Conservation Officer

9.5 Objection. Full response:

"The site subject of this application adjoins the conservation area of historic village of Newport. It is located on an elevated site containing good selection of mature trees along its eastern and southern boundary. Due to its elevated topography and the existence of impressive tree line, it is prominent and forms attractive open space positively contributing to the character of the locality and setting of designated heritage assets nearby. Its open nature represents an attractive transition between compact environment of the historic village and open countryside

I consider that the suggested intensive development would seriously diminish the quality of the area. Although high level of modern development has taken place in Newport already, the northern end of the village still maintains its historic linier pattern. Development of the above land would further dilute the historic plan of the village.

In terms of the layout, all the new houses would 'turn their back' onto the public side of the site, presenting unsightly close boarded fencing or other inappropriate boundary treatment to the wider community. I am sceptical that all the existing trees which visually contribute so much to the local built environment would survive and the potential new residents could not be prevented from the removal of any survivals.

The layout consists of tightly knit substantial two storey houses which would appear to be much more imposing because of the structure of the land. It is likely that new housing estate would result in car a dominated street scene as the large scale drawings indicated the parking spaces extending beyond principle elevations of the dwellings. The houses mostly grouped in pairs would be of substantial scale and unremarkable architecturally. The use of brick and brick on edge window heads would give them an additional sense of solidity poorly responding to predominantly plastered historic build heritage in Newport.

To conclude, as the site is elevated above the adjacent carriageways of Cambridge Road and Bury Water Lane it would give the proposed dwellings prominence when vied from the public realm to the detriment of adjoining conservation area and the wider setting of the listed buildings in the locality. In addition the necessary more robust access to the estate would have a detrimental visual impact on the existing rural character of Bury Water Lane which runs adjacent to the site. I feel that this proposal should be resisted."

Lead Local Flood Authority (Essex County Council)

9.6 No objections, subject to conditions.

Historic Environment Advisor (Place Services)

9.7 No objections, subject to the use of conditions to secure archaeological investigation. Extract:

"The Historic Environment Record and the desk top study submitted with the application indicate that the proposed development lies within a potentially sensitive area of heritage assets. The proposed development lies on the northern edge of the medieval town and there is the potential of occupation of this period especially in the areas along the road frontage. There is also documentary evidence of a castle being present in the vicinity of the school (EHER 234). It is assumed this would be a Norman Castle probably dating to the 11th or 12th century. The desk based assessment identifies the site having archaeological potential for a number of periods and has identified the need for further archaeological assessment.

A programme of archaeological investigation of all areas of ground disturbance, to include residential areas, balancing ponds and landscaping will be required to fully assess the surviving heritage assets on the site and record them prior to development commencing. The initial phase of work would comprise a trial trenching exercise."

Landscape Officer

9.8 Objection. Full response:

"The part of the site proposed to accommodate the new dwellings is elevated above the adjacent carriageways of Cambridge Road and Bury Water Lane which would give the proposed dwellings prominence in views taken from the public highway. The development would in particular have a detrimental visual impact on the character of Bury Water Lane as it runs adjacent to the site. The existing mature trees, consisting principally of birch, maple, horse chestnut, ash, and lime trees, which bound the southern and eastern edges

of the site, make a significant contribution to the quality and visual amenity value of the site and the surrounding area. The proximity of the proposed dwellings to these trees is of concern in that construction would encroach on the root protection areas of some of these trees. Furthermore, a number of the trees retained as part of the proposed development would likely be subject to future pressure from residents for their removal or reduction given their size and proximity to the dwellings.

Some 17 trees are proposed to be felled to accommodate the proposed development, with an additional two groups of trees consisting of maple and birch trees. Of these trees, 14 are classified in the applicant's submission as being of moderate quality (Cat.B), including the groups of maple and birch, and three of low quality (Cat.C). Two other trees were found to be in a poor condition (Capt.) that they cannot realistically be retained.

25 trees shown to be retained as part of the development would have incursions into their root protection areas. One these is a mature oak tree classified as being of high quality (Cat.A). 16 other trees and a group of trees (Cat.B), and 7 other trees (Cat.C) would have potential root area incursions. It is accepted that with 'no dig' solutions that the potential detrimental effect of the development on these subjects can be reduced.

Whilst the majority of the existing trees have been classified in the submission as being of moderate quality, it is considered that a number by reason of their prominence on elevated ground have a group value worthy of being made the subjects of a tree preservation order.

The proposed dwellings are not considered to be of particular architectural merit. Furthermore, the scale, materials, and grouping of the houses on this elevated site exacerbates the detrimental visual impact of the proposed development, which does not sensitively relate to the historic character of the building forms and pattern of development within the adjacent conservation area."

Sport England

9.9 No objections as a statutory consultee. The area of playing field that would be lost to residential development does not contain formal pitches, and its loss would be outweighed by the following sports-related benefits:

- The additional artificial grass pitch (AGP) and associated lighting would improve capacity for the Academy, Saffron Walden Hockey Club and community football club users, and provide the opportunity for winter use by Newport Village Tennis Club

- Necessary improvements to the existing AGP

- The improvements to the Wawn pavilion would increase capacity in line with the increased sports pitch capacity

- Minor improvements to the cricket pavilion

- The proposed tennis and netball courts are important for delivery of the PE curriculum, while interest has also been expressed by local clubs

- The artificial cricket wicket would increase capacity for use by the Academy and local junior cricket, subject to the use of 6m high netting on the boundary with the proposed housing

- A community use agreement could formalise the use of existing and proposed facilities by the local community in the long term

- The relocated parking spaces would better serve the sports facilities

9.10 As a non-statutory consultee, Sport England supports the development. Extract:

"The proposed development would provide a range of new or enhanced sports facilities that have been designed for meeting identified community needs and which have been developed in consultation with stakeholders such as sports clubs and sports governing bodies. The new sports facilities would offer potential to make a significant contribution towards meeting community sports facility needs in the Newport area…"

Anglian Water

9.11 No objections, subject to the use of a condition. Extract:

"The foul drainage from this development is in the catchment of Newport Water Recycling Centre that will have available capacity for these flows

… Development will lead to an unacceptable risk of flooding downstream. A drainage strategy will need to be prepared in consultation with Anglian Water to determine mitigation measures.

We request a condition requiring the drainage strategy covering the issue(s) to be agreed."

Affinity Water

9.12 No objections.

Stansted Airport

9.13 No objections.

NATS

9.14 No objections.

Essex Police

9.15 No objections.

Housing Enabling Officer

9.16 Confirms the required tenure mix for a policy-compliant provision of affordable housing.

Open Spaces Society

9.17 Raises concerns regarding the accessibility of public footpaths 4 and 7.

Education Authority (Essex County Council)

9.18 No objections. No contributions required for education infrastructure or school transport.

Historic England

9.19 Does not wish to comment.

10. REPRESENTATIONS

10.1 Neighbours were notified of the application by letter, and notices were displayed near the site and in the local press. The following concerns have been raised among the submitted representations:

1) Adverse effect on the character and appearance of the area
2) Loss of amenity for existing residents due to a loss of daylight and privacy, and from noise and light pollution
3) Loss of a valuable recreation area for pupils
4) Increased risk to highway safety
5) Inadequate parking provision
6) Increased traffic congestion
7) Increased risk of flooding
8) Increased air pollution
9) Lack of public open space within the residential development
10) Lack of affordable housing
11) Inadequate infrastructure e.g. sewerage, education, healthcare
12) An Environmental Impact Assessment (EIA) is required
13) Loss of view from existing houses

10.2 A number of supportive letters have been received, which include the following points:

a) Benefits to pupils and local clubs from improved sports facilities
b) Noise and light pollution would be minimal
c) The additional traffic would be minimal
d) There would be adequate parking provision for the sports facilities
e) The housing would generate funding for improvements to the school
f) There is a need for housing

10.3 The following comments are made in relation to the above concerns:

1) – 11) Covered in the below appraisal.

12) As explained under the heading, 'Environmental Impact Assessment', EIA is not required.

13) The loss of a view is not a material planning consideration. However, effects on the character and appearance of the area are covered in the below appraisal.

11. APPRAISAL

The issues to consider in the determination of the application are:

A Location of housing (S7, H1, 78-79 & PPG)
B Character, appearance and heritage (S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3, 127, 170, 189-197 & PPG)
C Transport (GEN1, GEN8 & 102-111)
D Accessibility (GEN2, LC2, 127 & PPG)
E Crime (GEN2, 127 & PPG)
F Amenity (GEN2, GEN4, GEN5, ENV10, 127, 180 & PPG)
G Flooding (GEN3, 155-165, PPG & SFRA)
H Infrastructure (GEN6)
I Biodiversity (GEN7, 175 & PPG)
J Archaeology (ENV4, 189-197 & PPG)
K Contamination (ENV12, ENV14, 178 & PPG)
L Air quality (ENV13, 181 & PPG)
M Affordable housing (H9, 59-64 & PPG)
N Housing mix (H10 & SHMA)
O Sport and recreation (LC1, LC4, 91-92, 96-97 & PPG)
P Housing land supply (11 & 73)

A Location of housing (S7, H1, 78-79 & PPG)

11.1 The Local Plan places the site beyond the defined Development Limits for town and villages, and therefore in a countryside location that is inconsistent with policies S7 and H1 on the location of housing.

11.2 Notwithstanding the above conflict with development plan policies, the proposal accords with the more up-to-date national policy in the NPPF. Paragraphs 78-79 take a less restrictive approach compared with the Local Plan, supporting the growth of existing settlements while preventing isolated homes that could lead to sporadic development in the countryside. The site's location adjacent the built-up area of Newport ensures its consistency with paragraphs 78-79.

B Character, appearance and heritage (S3, S7, GEN2, GEN5, ENV1, ENV2, ENV3, 127, 170, 189-197 & PPG)

11.3 The proposed housing would be erected at the south-eastern edge of the school playing field, the new sports pitches/courts would be constructed adjacent the existing Multi-Use Games Area (MUGA) and the proposed parking spaces would be formed in the existing car park in the south-west corner of the site. The housing would be located adjacent the Newport conservation area, which extends to the south, south-west and east.

11.4 It is considered that the sports facilities and parking provision would have a minimal effect on the character of the area due to their co-location with similar features, and that the associated floodlighting would minimise light pollution to a suitable level. However, the proposed housing has the potential for a greater visual impact due to its location on land that is currently open. Taking into account the comments of the Conservation Officer and Landscape Officer, it is considered that the effect would inherently be adverse. Nevertheless, it is necessary to establish the weight that should be attributed to the harm.

11.5 The site of the proposed housing currently makes an important contribution to the character of the area and the setting of the conservation area due to the mature trees adjacent Cambridge Road and its junction with Burywater Lane. These provide a vegetated backdrop to the street scene and contribute to local distinctiveness. It is considered that the open playing field beyond the trees offers little to the street scene, and that containment of the development to the south-eastern corner of the site prevents any significant incursion of buildings into the surrounding countryside to the north of the school.

11.6 The submitted Arboricultural Implications Assessment (AIA) demonstrates that the mature trees on Cambridge Road and Burywater Lane would be retained, thereby protecting the local distinctiveness of the street scene. The most extensive removals would be in the north-east corner, where the trees are not prominent in the street scenes and abut the railway.

11.7 During the determination period, the Landscape Officer has identified that four groups of trees on the site have considerable value. As a result, a Tree Preservation Order (TPO) has been made (TPO 05/18). An earlier TPO applies to an Oak adjacent the rear boundary of Plot 4.

11.8 The majority of the TPO trees would be retained and, taking into account the comments of the Landscape Officer, it is considered that suitable protection could be provided during the construction phase. Two would be removed – a Lime and an Ash labelled T18 and T52 in the application – but it is considered that the overall effect on the groups would be minimal, subject to the use of a condition to secure suitable replacement planting. The Landscape Officer's advice regarding pressure from future residents for further removals is noted, although this would not necessarily be the case and the TPO provides suitable protection to ensure any works are fully assessed.

11.9 The nearest listed buildings are the Grade II listed buildings on the southern part of the school site and at The Priory and Priory Cottage, to the south-east of the proposed housing. Similarly to the above assessment, it is considered that there would be no significant effect on the setting of these heritage assets due to the retained group of trees.

11.10 In conclusion, there would be a limited adverse effect on the rural setting of the village, as is inherent with development on open land. The proposed houses are considered to be well designed and laid-out, thereby creating an attractive street scene within the development. The harm to the conservation area, a designated heritage asset, is considered 'less than substantial' in the context of paragraphs 189-196 of the NPPF and, therefore, outweighed by the public benefits of the proposal.

11.11 In assessing the proposal's effect on listed buildings and a conservation area, regard has been had to the Council's statutory duties under S66(1) and S72(1) of the Planning (Listed Buildings & Conservation Areas) Act 1990.

C Transport (GEN1, GEN8 & 102-111)

11.12 The site's location within a relatively large village ensures that the occupants of the proposed dwellings would have access to a small range of services

and facilities, and to a train station with regular services to Cambridge and London. It is therefore considered that the proposal meets the sustainable transport objectives of Policy GEN1 and paragraph 103 of the NPPF.

11.13 The highway authority initially raised a number of objections to the proposed development, the key concerns relating to visibility splays and pedestrian access arrangements. Subsequent negotiations have resulted in the submission of revised plans, which have successfully addressed these concerns. Therefore, taking into account the highway authority's final consultation response, it is considered that the proposal would not give rise to adverse effects on highway safety or efficiency.

11.14 The proposal accords with the Council's minimum residential parking standards, as set out in the Accommodation Schedule appended to this report.

D Accessibility (GEN2, LC2, 127 & PPG)

11.15 Policy GEN2 and the SPD entitled 'Accessible Homes and Playspace' require compliance with the Lifetime Homes standards. However, these standards have effectively been superseded by the optional requirements at Part M of the Building Regulations, as explained in the PPG. Compliance with these requirements could be secured using a condition.

E Crime (GEN2, 127 & PPG)

11.16 Essex Police has not raised any objections to the proposed development. Nevertheless, comments would be sought on any landscaping details reserved by conditions to ensure that the detailed design reflects good practice for crime prevention.

F Amenity (GEN2, GEN4, GEN5, ENV10, 127, 180 & PPG)

11.17 Taking into account The Essex Design Guide, a non-adopted but useful guidance document, it is considered that the proposed rear gardens would be of a suitable size, and that there would be no significant adverse effects on the amenity of residents with respect to daylight, privacy or overbearing impacts.

11.18 Taking into account the submitted Noise Assessment and the comments of the Environmental Health Officer, it is considered that suitable noise mitigation measures could be secured using conditions. These measures could include appropriate fencing around pitches/courts to limit the generation of noise, and acoustic fencing along the eastern boundary of the site adjacent the railway.

11.19 The Environmental Health Officer has confirmed that there would be no significant harmful effects on amenity from the proposed floodlighting. Compliance with the submitted lighting strategy could be secured using a condition.

G Flooding (GEN3, 155-165, PPG & SFRA)

11.20 Policy GEN3 contains the Local Plan policy for flooding, although this has effectively been superseded by the more detailed and up-to-date flood risk

policies in the NPPF and the accompanying PPG. The SFRA confirms that the site is not in an area at risk of flooding but, as the development is for 10 dwellings or more, national policy requires the use of a sustainable drainage system (SuDS).

11.21 Taking into account the comments of the lead local flood authority, it is considered that an appropriate SuDS could be secured using conditions. It is therefore concluded that the proposal accords with the above policies.

H Infrastructure (GEN6)

11.22 Taking into account the comments of the education authority, Anglian Water and Affinity Water, it is considered that the development would not necessitate improvements to off-site infrastructure. Therefore, subject to the use of a condition to secure a foul water strategy in accordance with Anglian Water's requirements, the proposal accords with Policy GEN6.

I Biodiversity (GEN7, 175 & PPG)

11.23 Taking into account the comments of the Council's ecological consultant, it is considered unlikely that the development would have significant adverse effects on any protected species or valuable habitats. It is therefore concluded that the proposal accords with the above policies, subject to the use of a condition to secure soft landscaping details and mitigation and enhancement measures.

J Archaeology (ENV4, 189-197 & PPG)

11.24 Taking into account the comments of the Historic Environment Advisor, it is considered that conditions could be used to secure appropriate archaeological investigation prior to the commencement of development. Subject to these conditions, it is concluded that the proposal accords with the above policies insofar as they relate to archaeology.

K Contamination (ENV12, ENV14, 178 & PPG)

11.25 Taking into account the comments of the Environmental Health Officer, it is considered unlikely that the development would cause any land contamination issues. Subject to the use of a condition to ensure that any contamination is investigated if encountered, it is concluded that the proposal accords with the above policies insofar as they relate to contamination.

L Air quality (ENV13, 181 & PPG)

11.26 Taking into account the comments of the Environmental Health Officer, it is considered that the proposed development would not give rise to a significant reduction in air quality in Newport. Nevertheless, a condition could secure electric vehicle charging points to minimise any increase in pollution, and a further condition could ensure that environmental impacts are minimised during the construction period. Subject to these conditions, it is concluded that the proposal accords with the above policies.

M Affordable housing (H9, 59-64 & PPG)

11.27 Policy H9 and its preamble form the basis for seeking affordable housing provision from new residential developments. In this case, the policy indicates that 40% of the proposed dwellings should be affordable homes.

11.28 No affordable housing has been proposed, with the applicant proposing new sports facilities instead. This point is discussed further in the conclusion of this report.

N Housing mix (H10 & SHMA)

11.29 Policy H10 provides the policy basis for ensuring that the need for smaller homes is reflected in new developments. The SHMA provides further detail on the housing mix for the District, which is compared to the proposed housing mix in the table below:

Market house type	SHMA	Proposal
1 bed flat	140 (1.4%)	0
2+ bed flat	80 (0.8%)	0
2 bed house	690 (7.1%)	5 (20.8%)
3 bed house	4,290 (44.2%)	13 (54.2%)
4 bed house	3,110 (32%)	6 (25%)
5+ bed house	1,410 (14.5%)	0
Total	9,700 (100%)	24 (100%)

11.30 It is concluded that the proposal accords with Policy H10 as it would provide a significant proportion of small homes, in excess of that suggested in the SHMA.

O Sport and recreation (LC1, LC4, 91-92, 96-97 & PPG)

11.31 Taking into account the comments of Sport England, it is considered that the loss of an area of playing field is justified in this instance because no formal pitches would be affected and the loss would be significantly outweighed by the sports-related benefits associated with the new or enhanced facilities. These facilities would be made available to the local community through a legal agreement, and it is acknowledged that the proposed artificial grass pitch addresses a need identified in the Council's Sports Facilities Development Strategy (2016) for an additional hockey pitch at the site. It is therefore concluded that the loss of playing field is compliant with the above policies, and that the new and enhanced facilities represent a significant benefit.

P Housing land supply (11 & 73)

11.32 Paragraphs 11 and 73 of the NPPF describe the importance of maintaining a five-year supply of deliverable housing sites. As identified in the most recent housing trajectory document, Housing Trajectory and 5-Year Land Supply Statement 1 April 2018 (October 2018), the Council's housing land supply is currently 3.46 – 4.45 years. Therefore, contributions towards housing land supply must be regarded as a positive effect.

12. CONCLUSION

The following is a summary of the main reasons for the recommendation:

A The proposal does not accord with the development plan due to conflicts with policies on the location of housing, settlement character and affordable housing.

B Notwithstanding the above, it is necessary to consider whether the proposal represents 'sustainable development' in the context of the NPPF. The tilted balance at paragraph 11 is engaged because relevant policies for the supply of housing, including the associated site allocations and Development Limits, are out of date. In this case, the following positive and adverse effects have been identified:

Positive effects:
- Contribution towards housing land supply
- Provision of improved sports facilities, for the school and local community

Adverse effects:
- Harmful effect on the rural setting of the village
- Lack of affordable housing provision

C Limited weight is given to the harmful effect on the character of the area because the most distinctive feature – the group of trees adjacent Burywater Lane and Cambridge Road – would be retained. It is considered that this harm would not outweigh the positive effect from the proposal's contribution to housing land supply.

D As for the other effects, it is considered that the provision of improved sports facilities would outweigh the lack of affordable housing provision in this instance. It is noted that the applicant's viability assessment has been verified by the Council's independent consultant, with the conclusion that affordable housing cannot be provided in addition to the sports facilities.

E In conclusion, the adverse effects would not significantly and demonstrably outweigh the benefits of the proposal, such that it represents 'sustainable development' for the purposes of the NPPF. Taking into account the more up-to-date nature of the NPPF with respect to the determining issues, it is considered that the lack of accordance with the development plan is overridden in this instance. Regard has been had to all other material considerations, and it is concluded that planning permission should be granted.

F It is recommended that a S106 agreement be used to secure a financial contribution equivalent to 40% affordable housing, in the unlikely event that the proposed sports facilities are not completed.

RECOMMENDATION – CONDITIONAL APPROVAL SUBJECT TO S106 LEGAL OBLIGATION:

(I) The applicant be informed that the Planning Committee would be minded to refuse planning permission for the reasons set out in paragraph (III) unless the freehold owner enters into a binding obligation to cover the matters set out below under Section 106 of the

Town and Country Planning Act 1990, as amended by the Planning and Compensation Act 1991, in a form to be prepared by the Head of Legal Services, in which case he shall be authorised to conclude such an obligation to secure the following:

(i) The availability of the artificial grass pitches, netball/tennis courts, sports hall, playing fields (including cricket pitch) and supporting ancillary pavilion and parking facilities to the community, when not required by the Academy for the purposes of its students

(ii) Permanent pedestrian access from the proposed housing development to Burywater Lane, via the school

(iii) In the event that the sports facilities are not completed and made available for use within an agreed time period, a financial contribution equivalent to the provision of 10 affordable homes

(iv) payment of the Council's reasonable legal costs

(v) payment of monitoring costs

(II) In the event of such an obligation being made, the Assistant Director Planning shall be authorised to grant permission subject to the conditions set out below

(III) If the freehold owner shall fail to enter into such an obligation by 27 November 2018, the Assistant Director Planning shall be authorised to refuse permission in his discretion anytime thereafter for the following reasons:

(i) Failure to secure community access to the artificial grass pitches, netball/tennis courts, sports hall, playing fields (including cricket pitch) and supporting ancillary pavilion and parking facilities

(ii) Failure to secure permanent pedestrian access from the proposed housing development to Burywater Lane, via the school

(iii) Failure to secure suitable affordable housing provision, in the event that the sports facilities are not fully completed and made available for use within an agreed time period

Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

   REASON: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Prior to commencement of the development, except for site preparation/groundworks/enabling works, a foul water strategy including a timeline for the phasing of the works must be submitted to and approved in writing by the local planning authority. All works must be carried out in accordance with the approved strategy.

REASON: To prevent environmental and amenity problems arising from flooding, in accordance with policies GEN3, GEN6 and ENV12 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework. This condition must be 'pre-commencement' to ensure that the development is only carried out in accordance with the above details.

3. Prior to the Multi-Use Games Area (MUGA) being brought into use, a Noise Management Plan must be submitted to and approved in writing by the local planning authority. The Plan must identify measures to control noise emanating from the existing MUGA and hereby permitted MUGA facility. The development must be carried out in accordance with the approved Plan.

REASON: To protect the amenity of neighbouring residents, in accordance with Policy GEN4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework. This condition must be 'pre-commencement' to ensure that the development is only carried out in accordance with the above details.

4. Prior to commencement of the development, a detailed Construction Environmental and Traffic Management Plan must be submitted to and approved in writing by the local planning authority. The Plan should include:

a) The construction programme and phasing
b) Hours of operation, delivery and storage of materials
c) Details of any highway works necessary to enable construction to take place
d) Parking and loading arrangements
e) Management of traffic to reduce congestion
f) Control of dust and dirt on the public highway
g) Details of consultation and complaint management with neighbours
h) Mechanisms to deal with environmental impacts such as noise, air quality and light

The development must be carried out in accordance with the approved Plan.

REASON: To minimise environmental impacts and ensure that the highway is not obstructed during the construction period, in accordance with policies GEN1 and GEN4 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework. This condition must be 'pre-commencement' to ensure that the development is only carried out in accordance with the above details.

5. Prior to commencement of the development, a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, must be submitted to and approved in writing by the local planning authority. The scheme must be implemented in accordance with the approved details, and should include but not be limited to:

- Limiting discharge rates via infiltration for all storm events up to and including the 1 in 100 year rate plus 40% allowance for climate change. Where this is found to be unviable, run off rate should be limited to the 1 in 1 year greenfield rate for all storm events up to an including the 1 in 100 year rate plus 40% allowance for climate change.

- Provision of sufficient storage to ensure no off site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 40% climate change event.

- Final modelling and calculations for all areas of the drainage system.

- The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753.

- Detailed engineering drawings of each component of the drainage scheme.

- A final drainage plan which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features.

- A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

- A timeline for the phasing of the drainage works

REASON: In accordance with Policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework:

- To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.
- To ensure the effective operation of SuDS features over the lifetime of the development.
- To provide mitigation of any environmental harm which may be caused to the local water environment
- Failure to provide the above required information before commencement of works may result in a system being installed that is not sufficient to deal with surface water occurring during rainfall events and may lead to increased flood risk and pollution hazard from the site.

6. Prior to commencement of the development, a scheme to minimise the risk of off-site flooding caused by surface water run-off and groundwater during construction works, and prevent pollution, must be submitted to and approved in writing by the local planning authority. The development must be carried out in accordance with the approved scheme.

REASON: In accordance with Policy GEN3 of the Uttlesford Local Plan (adopted 2005) and the National Planning Policy Framework:

- To ensure development does not increase flood risk elsewhere and does not contribute to water pollution.
- Construction may lead to excess water being discharged from the site. If dewatering takes place to allow for construction to take place below groundwater level, this will cause additional water to be discharged.
- The removal of topsoils during construction may limit the ability of the site to intercept rainfall and may lead to increased runoff rates.
- To mitigate increased flood risk to the surrounding area during construction there needs to be satisfactory storage of/disposal of surface water and groundwater which needs to be agreed before commencement of the development.

The Planning Inspectorate

Appeal Decision

Hearing Held 22 October 2019

Site visit made 22 October 2019

by S J Lee BA(Hons) MA MRTPI

an Inspector appointed by the Secretary of State

Decision date: 27 March 2020

Appeal Ref: APP/C1570/W/19/3229420
The Joyce Frankland Academy, Cambridge Road, Newport CB11 3TR

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by Mr Colin Campbell of Hill Residential Limited against the decision of Uttlesford District Council.
- The application Ref UTT/18/0739/FUL, dated 15 March 2018, was refused by notice dated 23 November 2018.
- The development proposed is the erection of 24 dwellings with associated access, car and cycle parking and landscaping, drainage and acoustic fencing, construction of a new multi-use games area (MUGA) and floodlights, replacement floodlighting to existing artificial turf pitch, construction of new fenced tarmacadam courts for tennis and netball, first floor and side extension to the Wawn sports pavilion, new brick electrical cupboard and reconfigured car parking.

Decision

1. The appeal is allowed and planning permission is granted for the erection of 24 dwellings with associated access, car and cycle parking and landscaping, drainage and acoustic fencing, construction of a new multi-use games area (MUGA) and floodlights, replacement floodlighting to existing artificial turf pitch, construction of new fenced tarmacadam courts for tennis and netball, first floor and side extension to the Wawn sports pavilion, new brick electrical cupboard and reconfigured car parking at The Joyce Frankland Academy, Cambridge Road, Newport CB11 3TR in accordance with the terms of the application, Ref UTT/18/0739/FUL, dated 15 March 2018, subject to the following conditions in the attached schedule.

Application for costs

2. An application for costs was made by Hill Residential Limited against Uttlesford District Council. This application is the subject of a separate Decision.

Procedural Matters

3. Following the close of the hearing, the appellant submitted additional evidence relating to the emerging Uttlesford Local Plan (eULP). As this is material to the appeal, I gave the Council and other interested parties the opportunity to provide comment. I have had regard to any relevant comments received in my decision.

4. A signed and dated S106 Agreement was provided during the hearing. I shall return to this matter below.

5. For the avoidance of doubt, I have used the address given on the original application form in my header and formal decision above.

Main Issues

6. The main issues in this case are (i) the effect of the residential development on the character and appearance of the area, including the Newport Conservation Area (NCA) and its setting; (ii) whether the proposal makes adequate provision for affordable housing; and (iii) the effect on the provision of school playing fields.

Reasons

Background and Policy Context

7. The appeal site forms part of the grounds of the Joyce Frankland Academy. It takes in a car park, playing fields and the hardstanding area of the school. The housing would be focussed on the car park and playing fields to the south east of the site. The proposal includes provision of new and enhanced sports facilities associated with the school, along with replacement parking areas. The sports facilities would be available for local residents and community groups to use.

8. The site lies outside the defined settlement boundary for Newport. Policy S7 of the Uttlesford Local Plan (ULP) (2005) states that in such circumstances the countryside will be protected for its own sake and development will only be permitted if it needs to take place there or is appropriate in a rural area. The Newport Neighbourhood Plan (NNP) is currently in preparation and is under examination. As far as I am aware, the Examiner's report has not been published. I am also unaware of the level of objection that may exist to policies of this plan. I can therefore give only moderate weight to the NNP. Nevertheless, the site is beyond the defined 'development limits' where development will generally not be supported unless it meets a number of specific criteria.

9. The Council acknowledges that it cannot demonstrate a five-year supply of deliverable housing land, as required by paragraph 73 of the National Planning Policy Framework (the Framework). At 1 April 2018, the supply stood at somewhere between 3.46 and 4.45 years. There is nothing to suggest that the situation has improved since this time. As a result, the most important policies for determining the appeal are considered to be out-of-date. Paragraph 11d of the Framework states that in such circumstances, planning permission should be granted unless the application of policies in the Framework provides a clear reason to refuse development, or any adverse impacts of doing so would significantly and demonstrably outweigh the benefits when assessed against policies in the Framework when taken as a whole.

10. The eULP is currently going through Examination. My attention has been drawn to a letter from the examining Inspectors dated 10 January 2020. This sets out a number of concerns and concludes that withdrawal of the plan from examination is likely to be the most appropriate option. I have not been made aware of any formal response to this from the Council. However, the letter casts some doubt on the timing of any adoption of the plan. This inevitably affects the weight I have given it in my decision.

Character and appearance

11. The majority of the site lies outside the NCA, with only a small element required for flood mitigation encroaching into the designation. The significance of the NCA lies in its historic street pattern, open spaces and the age, quality and variety of many of the buildings within it. The NCA itself is however predominantly residential in nature. The Newport Conservation Area Appraisal and Management Proposals document (NCAAMP) (2007) makes specific reference to the open area in front of the original school buildings adjacent to the site. The site itself is not referred to as being of any particular importance. There is no dispute that the trees lining the site make a positive contribution to the visual setting of the NCA. The NCAAMP supports this view.

12. The NCAAMP also states that open spaces that contribute to the landscape, historic or visual quality of the NCA have generally been included in the conservation area. The fact the site was not identified for inclusion within the NCA is suggestive that it does not contribute significantly to the setting of the NCA, either from an historical or landscape quality perspective. I saw nothing that would lead me to a different conclusion. The site is in an elevated position behind a bank of trees and tall wire fencing lining Cambridge Road and Bury Water Lane. The site rises gently towards the main school buildings which are clearly visible. The open nature of the site is apparent to an extent through gaps in the trees on Cambridge Road, particularly at the junction with Bury Water Lane. Views across the site from parts of Bury Water Lane are more open where there are fewer trees. The extent of these views is limited by the topography of the site, which rises gently to the north.

13. From the roadside, there is no particular sense that the site forms part of the wider open countryside beyond the settlement. This is reinforced by the character of the site which, while largely open, clearly forms part of the school grounds and has no visual or functional link to the agricultural uses beyond. The school car park and buildings, tall fencing and continuation of the ribbon of development beyond the adjacent railway bridge all serve to reduce any contribution the site makes to the transition to the countryside. Notwithstanding the defined 'development limits', the site is not distinct or separate from the main settlement.

14. Nonetheless, the trees and the open space create something of a break in the linear built form of Cambridge Road and provide a welcome sense of openness. The residential development would have a clear urbanising effect on the site. Its elevated position above the road would emphasise the erosion of the open space. While this would be detrimental to the existing quality of the street scene, the extent of the visual impact of this would be somewhat localised. The dwellings would be most prominent when viewed from Bury Water Lane and the school itself. Views of the housing from elsewhere would be filtered by existing trees, topography and existing buildings. The potential also exists for increased landscaping measures to be provided which could further soften the impact over time.

15. The housing would generally turn its back to Cambridge Road and Bury Water Lane, with rear gardens nearest the roads. The front of the dwellings would face inwards, with a distribution road separating the housing from the playing fields. There would be a single point of access from Bury Water Lane. As a result, the dwellings would appear as a small distinct and disjointed estate.

While the housing would fill a gap on the Cambridge Road frontage, it would not properly reflect the linear street pattern or integrate particularly well with the existing pattern of development. Although the boundary treatments could be controlled by condition and need not be unsightly, rear gardens facing the street in this elevated position would appear somewhat incongruous. These factors would combine with the loss of openness to cause some harm to the appearance of the street scene.

16. The dwellings would all be two storey detached or semi-detached units, of varying designs. Variety would be provided through the use of different roofing materials. Red brick would generally be used for the external walls. Although I saw that many buildings in Newport were either painted or rendered, there were also a large number of red brick examples. This would not therefore be incongruous. The designs would be contemporary in nature, but there is nothing to suggest they would be inappropriate in this location and they would not detract from the architectural character or quality of nearby buildings within the NCA.

17. The majority of trees along Cambridge Road and Bury Water Lane would be retained. I am satisfied that these trees can be adequately protected during construction. Nonetheless, the proximity of some houses to retained trees could result in increased pressure for pruning or felling.

18. Although the trees in question are safeguarded by a Tree Preservation Order, it could be difficult for the Council to resist applications to lop, top or fell where safety is an issue. Trees in close proximity to dwellings can also cause nuisance from leaf drop, loss of light or falling branches. Some trees would be more at risk than others in this regard. Those on Bury Water Lane would generally be located well away from the dwellings and thus the long-term risk would be low. Some of those along Cambridge Road, and adjacent to the railway bridge, would be closer to the dwellings. This would particularly be the case for plots 6-11. The proximity of these trees to the dwellings could give rise to issues relating to the living conditions of residents of those plots. It is likely therefore that the proposed dwellings would lead to some pressure for works to these trees. Any additional loss of trees from the Cambridge Road frontage could result in harm to the street scene and the setting of the NCA.

19. The proposed dwellings would therefore erode the open character of the site, integrate poorly with the existing built form and result in increased risks to some important trees. The scale, extent and severity of the harm would be tempered by the localised nature of the visual impact, the lack of encroachment into the countryside and the fact that not all trees would be at risk. Nevertheless, the residential element of the development would still result in some harm to the character and appearance of the area, and adversely affect the setting of the NCA.

20. The Headmaster's House, The Priory Cottage and the Old Priory are all Grade II listed buildings in the vicinity of the site. The Headmaster's Houses sits to the south of Bury Water Lane and clearly has an historical and functional relationship with the remainder of the school site. The Priory Cottage and Old Priory are to the southeast of the site on the opposite side of Cambridge Road. Owing to their relationship with the appeal site, I am satisfied that the development would not affect how any of the buildings are currently appreciated or experienced.

21. The playing fields would obviously have some historic relationship with the Headmasters House as part of the wider school. However, the overall effect on the extent of the school grounds would not be significant. The role and function of the school, and the relationship between the listed building, retained playing fields and the other school buildings would not be materially affected. There appears to be no historic or functional relationship between the site and The Priory or Old Priory. As such, I am satisfied that the development would not result in any harm to the significance of the listed buildings.

22. The Council has also raised no concerns relating to the effect of the sports facilities on the character and appearance of the area. I have seen nothing that would lead me to a different conclusion.

23. Nevertheless, there would still be conflict with ULP policies S7, GEN2 and ENV1 which seek, amongst other things, to ensure development in the countryside protects or enhances the particular character of the area, safeguards important environmental features in its setting and which preserves or enhances the character or appearance of conservation areas. I would characterise the harm to the significance of the setting NCA as 'less than substantial'. The Framework requires the harm to be weighed against any public benefits of the development. I shall return to this in the 'planning balance'.

Affordable Housing

24. ULP Policy H9 states that the Council will seek an affordable housing requirement of 40% of the total provision of housing on appropriate sites, having regard to up to date Housing Needs Surveys, market and site considerations.

25. The development would normally be expected to provide 10 affordable dwellings. Notwithstanding the provisions of the S106 Agreement, the appellant has not sought to provide any affordable dwellings as part of the development. Their justification for this is that the receipt from the land should be maximised and used to deliver improvements to the school. They also argue that the provision of any level of affordable housing would reduce the scale of receipt to below that which would allow the improvements to sports facilities, or any other works, to be implemented. The Council do not consider the benefits of the proposal outweigh any conflict with policy.

26. The evidence does not lead me to conclude that the provision of affordable housing on this site is inherently unviable or unfeasible. Rather, a conscious decision has been made by the appellant to maximise the receipt available to the Academy. I acknowledge that the viability evidence suggests that affordable housing provision would impact on the delivery of improvements to the sports facilities, or any other improvements put forward as justification. I shall consider this in the planning balance. However, this does not alter the fact that the failure to provide affordable housing does not comply with ULP Policy H9, which seeks to ensure appropriate affordable housing provision. Although the ULP pre-dates the Framework, the approach to affordable housing is broadly consistent with its requirements.

School Playing Field Provision

27. The playing fields that would be lost are ostensibly not currently used to any significant degree. Their loss would not have any particular impact on the

current day-to-day operation of the school. The development would also provide and facilitate a range of improved facilities, including a new multi-use games area (MUGA), new courts for tennis and netball and other improvements to existing facilities.

28. Subject to suitable controls, there is no dispute between the parties that the development would provide alternative sports facilities that would both mitigate for the loss of the existing space and improve the quality of what is currently on offer. This would both be in terms of the facilities that are available to pupils at the school, but also to the local community. I have had regard to concerns raised over whether there is a need for these facilities. However, based on the totality of the representations before me, including those from Sport England, I am satisfied that there is sufficient justification for the new and improved facilities. These will provide benefits for both pupils and the wider community.

29. The new and/or improved facilities to be provided would therefore meet the requirements of ULP Policy LC1 and paragraph 97 of the Framework which seek, amongst other things, to ensure any loss of playing fields is replaced by equivalent or better provision. The new sports facilities would also not conflict with the provisions of Policy LC4, which is supportive of such development in principle.

Planning Obligation

30. I have considered the S106 Agreement in line with Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 and paragraph 56 of the Framework. These state that planning obligations must only be sought where they are necessary to make development acceptable in planning terms, are directly related to the development and are fairly and reasonably related in scale and kind to the development.

31. The agreement covenants to make an owner's contribution of not more than £2.9 million, and to complete a number of sports facilities (identified in Schedule 4) including the replacement carpet and shock pad to the existing artificial grass pitch, replacement floodlights to the artificial grass pitch, construction of the new MUGA, new courts for tennis/netball and the artificial cricket wicket, construction of new car park and access areas, upgrades and repairs to the sports hall and upgrades to the cricket pavilion. It also requires the facilities to be available for community use when not required by the Academy.

32. A further obligation provides that should the cost of the works in Schedule 4 amount to less that the owners contribution, the balance shall be used for the 'Other Facility Improvements' listed at Schedule 5 of the agreement. If within 5 years of implementation, the 'Other Facility Improvements' are not complete, the balance shall be transferred to the Council for the provision of affordable housing. The agreement also includes provisions ensuring access could be achieved for the implementation of works and a requirement for the developer to implement and maintain the proposed pedestrian link.

33. I was informed at the hearing that one of the sports facilities listed in Schedule 4 had already been funded (item A1). This is not therefore necessary to make the development acceptable and its inclusion does not meet the statutory tests. The remainder of the requirements are however related to the development

insofar as they are intended to meet the requirements of the Framework on loss of playing fields. This is both in quantitative terms through the provision of new facilities, but also in bringing existing facilities up to standard. The replacement car parking is also necessary, both in the interests of the school but also ensuring the facilities are adequate for local community needs. The obligation will ensure that the necessary mitigation and associated benefits of the development will take place. I am therefore satisfied that the remaining elements of Schedule 4 meet the statutory tests. This is also true of the requirement to ensure on-going community access to facilities. I have therefore taken account of these obligations.

34. The 'other facility improvements' would only be delivered if there is a surplus once the Schedule 4 works are complete. Therefore, there is no certainty that they would be delivered as part of this development. For this reason, as well as the nature of the some of the Schedule 5 works, they would not be necessary to make the development acceptable. They would therefore fail the statutory tests and I am unable to take the obligation into account.

35. The agreement refers to the use of any remaining funds being provided to the Council, ostensibly to be used for affordable homes. Again, there is no guarantee that any funding would be available for affordable housing following expenditure on the school's facilities. Based on the evidence submitted to the appeal, it is uncertain that the obligation would secure any affordable housing. On this basis, the obligation would fail the statutory tests and I have not taken account of any potential benefits relating to affordable housing.

36. The pedestrian link is an important element of the development in terms of pedestrian safety and connectivity. I am therefore satisfied that ensuring that this is delivered and maintained meets the statutory tests. Equally, the obligations relating to access are necessary to ensure development can proceed. This also meets the tests.

Other Matters

37. Concerns have been raised about issues of congestion on Bury Water Lane, particularly when parents are dropping off or picking up pupils. The road is narrow and school buses can cause problems by holding traffic up. It is also argued that relocating the lost parking spaces to the western end of the school would be likely to exacerbate the situation, as parents and teachers may need to travel further along the lane than currently necessary.

38. There are also safety concerns resulting from the lack of a footway on Bury Water Lane, which have been highlighted by both a school safety report published in 2013 and evidence produced to support the emerging NNP. This latter report particularly highlights issues relating to the capacity of the Bury Water Lane and Cambridge Road junction at the AM peak and the sensitivity of this area due to the school and the constraints of the carriageway. The report concludes that any development which generates a significant amount of traffic at the Wicken Road or Bury Water Lane junctions would lead to a severe impact at the junctions.

39. In terms of safety, the development is unlikely to materially exacerbate any issue that might already exist. The site is already used as a car park and thus vehicles are already coming and going from the site on a regular basis. It would be reasonable to assume that these would mainly be at the same or

similar times to when pupils are arriving and leaving. People using the lane will therefore already be aware that vehicles may be entering or leaving the site. The development would not change that.

40. I was also informed by the Academy that there is no reason for any pupil to walk along the unpaved sections of Bury Water Lane, as routes are available through the school. Pedestrian links into the site from Cambridge Road would also be improved as part of the development. The development should not therefore lead to any undue increase in risk to pedestrians along Bury Water Lane.

41. The Transport Assessment indicates that the development would generate 13 two-way trips in the AM peak and 14 during the PM peak. This is a reasonable assertion. This does not constitute a significant increase in the amount of traffic using the lane. It would be reasonable to assume that the majority of these trips would be directed toward the Cambridge Road junction. While it is possible that queueing at this junction might increase to some extent, I am not convinced this would rise to the level of severe transport problems, as set out in the Framework. The behaviour of any future residents of the scheme is also likely to adapt to avoid the busiest periods. Subject to conditions, the Highway Authority has also not objected to the development on this basis.

42. There will be some changes insofar as additional vehicles will be displaced to the new parking area. This will mean vehicles entering the school closer to where the buses drop off/pick up. Nevertheless, this is already an access to the school and there is no reason in principle why this should unacceptably lead to safety concerns. The presence of the school, access and issues associated with school buses will be well known to all regular users of the route. This should not therefore lead to any undue traffic or safety concerns.

43. The site is not an Air Quality Management Area. I have noted the comments of the Council's Environmental Health Officer, who concluded that air quality monitoring in the area does not indicate there to be a particular problem. It is not unusual for dwellings to be located near to schools. The scale of development is such that it is unlikely to generate levels of traffic that would lead to health impacts to pupils or other nearby residents. There is no substantive evidence before me to conclude that the development would be unacceptable in this regard, either individually or cumulatively with other development. I have had regard to the emerging NNP policy on air quality, but this does not alter my conclusion.

44. The site is not in an identified area of flood risk. Subject to conditions, there were no objections on flooding grounds from the Council or the Lead Local Flood Authority. I am satisfied that suitable flood protection and mitigation measures have been identified in principle and can be secured by condition. In coming to this conclusion, I have noted the comments from local residents and the photographic evidence submitted. However, this does not lead me to conclude that the development is likely to exacerbate existing issues or increase flood risk elsewhere.

45. Either individually, or in combination with other development, there is no clear evidence to suggest local facilities or infrastructure would not be able to cope with the increase in population from this development. Indeed, the Local Education Authority did not consider a contribution toward school provision was necessary. This suggests that local schools, here or in other villages, have

sufficient capacity to accommodate the relatively small level of population growth. Additional effects on such things as sewerage capacity are likely to be negligible for a development of this scale.

46. Newport has some local facilities, including the school itself, a small convenience store, doctor's surgery and train station. The provision of facilities for a settlement of this size is relatively good. Some travel outside the village is likely to be necessary for many day-to-day trips. This is not unusual in a rural area. The proximity of the school and access to other facilities in the village is a positive factor, as is access to a train station and public transport services. The site is therefore in a relatively sustainable location.

47. The site would be located close to a main road, a railway line and a school. This is not necessarily an unusual situation. With appropriate conditions in place, there is no clear evidence to suggest that noise from these sources, or disturbance from the floodlighting, would be sufficient to lead to unacceptable harm to living conditions of existing or future residents.

Planning Balance

48. I have found conflict with the development plan with regard to the location of development outside the 'development limits', the effect on the character and appearance of the area and in relation to affordable housing. Section 38(6) of the Planning and Compulsory Purchase Act (2004) states that planning decisions must be taken in accordance with the development plan unless material considerations indicate otherwise.

49. The Framework does not suggest there should be any blanket restriction on development outside defined boundaries. Policy S7 does not therefore fully reflect the Framework's approach to housing in rural areas. Paragraph 78 states that development in rural areas should be located where it can help maintain or enhance the vitality of rural communities. The development would not be isolated in the countryside and thus would not need to meet any of the exceptions set out in paragraph 79 of the Framework. The development would be able to provide a degree of support to local facilities, both in Newport and other settlements. The location of development does not therefore conflict with the Framework. In these circumstances, I therefore give only moderate weight to the conflict with the ULP or emerging NNP policy in terms of its location outside the 'development limits'.

50. The development would add 24 dwellings to the housing land supply. The short fall in the housing land supply is significant. The Council is seeking to address its five year housing land supply position this through the eULP. However, there is no certainty as to whether the eULP will be adopted in its current form or any timescale for its progression. It may therefore be some time before the issue is resolved. As such, I have given only limited weight to the eULP in this regard. In these circumstances, the delivery of additional housing is thus a public benefit of very significant weight.

51. Associated with the housing would be short term economic benefits associated with construction. In the longer term, the development would be able to provide support for local services and facilities. These factors weigh moderately in favour of the development.

52. The delivery of the sports facilities would be secured by the S106. While there is an element of mitigation for the loss of playing fields, the improvements proposed would still result in a clear quantitative and qualitative improvement on what is currently available. This would not only be of benefit to the school, but also the local community who will have access to the facilities. The improvement of the facilities for existing and future pupils can also not be overlooked. I therefore attach significant weight to these benefits.

53. It is possible that there would be some additional funds available from the sale of the land to facilitate other repairs or improvements to the school. These would clearly provide some benefits to the school. However, there is no way of knowing which of the works listed under Schedule 5 of the S106 would be facilitated by the development. I have therefore given limited weight to these factors.

54. Owing to the nature of the impact and its localised extent, I consider the harm to the character and appearance of the area and setting of the NCA to be at the lower end of any scale. I have given great weight to the conservation of the heritage asset. Nevertheless, I still find that the public benefits associated with the development would outweigh the less than substantial harm that would be caused to the significance of the NCA and any other impacts on the character and appearance of the area. In this context, there are no policies in the Framework which provide a clear reason for refusing the development proposed.

55. The development would not comply with the development plan in relation to the provision of affordable housing. However, in the circumstances of this appeal, I consider the overall benefits derived from the additional housing would outweigh the lack of affordable provision. Furthermore, there is some additional justification in this case in terms of maximising the benefits associated with the school.

56. I am satisfied that all other aspects of the development would either not be harmful or can be adequately addressed by condition. A lack of harm in these respects is neutral and weighs neither for nor against the development.

57. With regard to paragraph 11d(ii) of the Framework, I find that the adverse impacts of the development would not significantly and demonstrably outweigh the benefits when assessed against the Framework as a whole. This is a material consideration of very significant weight.

58. My attention has been drawn to another appeal decision[1] in the Newport area where the Inspector came to a different conclusion on the planning balance. I do not have all of the details of that development. However, it is clear that it was different in both scale and context to that before me. As such, it does not alter my conclusion. I have noted the concerns of those who consider the school has not done enough to seek funding from other sources. Nevertheless, having considered all of the evidence before me, this does not alter my conclusion about the planning balance.

59. Having had regard to all relevant matters, I am satisfied that there are material considerations in this case which justify a decision other than in accordance with the development plan.

[1] Appeal reference: APP/C1570/W/18/3209655

Conditions

60. I have considered the suggested conditions from the main parties in accordance with the Planning Practice Guidance. In addition to the standard condition which limits the lifespan of the planning permission, I have imposed a condition specifying the relevant drawings as this provides certainty.

61. The site lies on the northern edge of the medieval town and thus there may have been some potential for occupation of the site in this period. A condition requiring an archaeological written scheme of investigation is justified in this case.

62. Conditions requiring the agreement of full details of foul and surface water drainage schemes are necessary to ensure the site can be appropriately drained and in the interests of living conditions. I have made amendment to remove some unnecessary descriptive detail and make it clear that any measures must be retained. For the same reason, I have also imposed a separate condition requiring a maintenance plan for surface water drainage scheme.

63. I have imposed conditions requiring the agreement of Construction, Environmental and Traffic Management Plans. These are in the interests of the living conditions of nearby residents, the operation of the school and highway safety. Separate conditions were suggested relating to issues of drainage during construction. I see no reason why these should not be subsumed within the general conditions requiring the agreement of the Construction Management Plan, as this will address similar issues. This adds no additional burden on the developer. I have also imposed conditions requiring arboricultural method statements for the sports and residential developments. These are necessary in the interests of the character and appearance of the area and protection of trees.

64. Apart from archaeology, separate conditions for the residential and sports facilities have been included to address the above matters. This is acceptable in this case as the different elements of the development may come forward at different times and in different phases. Where these are pre-commencement conditions, they are necessary to ensure investigations are complete prior to development starting or to ensure it proceeds in accordance with the agreed details. The appellant has confirmed agreement of all pre-commencement conditions.

65. Conditions are necessary to ensure the replacement parking area is provided before the existing car park is removed. In addition, I have imposed conditions requiring the changes to the existing access, improvements to pedestrian crossing facilities and individual parking areas are implemented prior to the occupation of any dwelling. These are necessary in the interests of highway and pedestrian safety and the living conditions of future occupants. I have made amendments to remove any unnecessary reference to measures already identified on the plans. I have also combined the separate suggested conditions on the access to remove duplication and made it clear that all works must be retained. In the interests of pedestrian safety, a condition requiring approval of the details of any lighting of the proposed pedestrian link is also necessary.

66. Although the plans give some indication of the types of materials that will be used, they do not specify all details. A condition requiring the approval of materials is justified in the interests of the character and appearance of the area.

67. I have imposed conditions requiring the submission of noise management measures to address passing road and rail traffic and in relation to the adjacent MUGA. I have combined the suggested conditions addressing these matters to avoid unnecessary duplication. I have imposed a condition requiring the approval of details relating to the cricket nets and the need for these to be in place during any matches. The principle of these have been established, but detailed matters should still be approved by the Council. I have also imposed a condition requiring any floodlighting to be compliant with the approved plans. All of these conditions are necessary in the interests of the living conditions of future residents.

68. A condition requiring accessible homes is necessary to ensure that the development promotes inclusion and community cohesion. To ensure adequate protection of biodiversity on the site, I have imposed a condition requiring the development to be carried out in accordance with the Biodiversity Statement. I have also imposed the suggested condition requiring the installation of electric vehicle charging points to facilitate the use of electric vehicles.

69. I have amended the suggested condition relating to the approval of details of the tennis and netball courts. This required approval of details of court specifications, including dimensions, surfacing, fencing and line markings. The approved plans set out much of this detail. Furthermore, it would be reasonable to assume that the courts would be laid out appropriately or they would not be fit for purpose. Much of the condition is therefore unnecessary. The exception to this is the fencing, the details of which I consider should be approved for reasons of character and appearance. There is no reason however that this could not be agreed prior to the courts becoming operational rather than before commencement. I have amended the condition to reflect this.

70. I do not consider it necessary to impose the condition requiring approval of the specification of the cricket wicket. Again, it would be reasonable to assume that what is implemented would be fit for purpose and there is no necessity for the Council to approve it. I also have not imposed the suggested condition on contamination. There is no evidence to suggest that this is likely to be an issue and thus a condition is not necessary.

Conclusion

71. For the reasons given above I conclude that the appeal should be allowed.

S J Lee

INSPECTOR

8) Prior to commencement of the residential development hereby approved the new/relocated parking area identified on drawing no 3276/SD02 D must be fully hard surfaced, sealed and marked out in parking bays.

9) Prior to any works above slab level details of the following external finishes for the dwellings hereby approved (including samples and/or photographs as appropriate) shall be submitted to and approved in writing by the local planning authority:

- Walls
- Roofs
- Windows
- Doors

The development shall be carried out in accordance with the approved details.

10) Prior to any works above slab level a detailed scheme for protecting the dwellings hereby approved from noise from road and rail traffic and the multi-use games (MUGA) facilities shall be submitted to and approved in writing by the local planning authority. The scheme shall follow the recommendations identified in the submitted Noise Assessment (Cass Allen Report – Ref: RP01-17226 Rev 2). The approved scheme shall be implemented prior to the occupation of any dwelling and retained thereafter

11) Prior to the first use of the netball/tennis courts hereby approved, details of the fencing to be used shall be submitted to and approved in writing by the local planning authority. The fencing shall be implemented in accordance with the approved details before the courts are made operational and shall be retained as such thereafter.

12) Prior to commencement of the sports facilities hereby approved, a Sports Facilities Construction, Environmental and Traffic Management Plan shall be submitted to and approved in writing by the local planning authority. The Plan should include:

(a) The construction programme and phasing

(b) Hours of operation, delivery and storage of materials

(c) Details of any highway works necessary to enable construction to take place

(d) Parking and loading arrangements

(e) Management of traffic

(f) Control of dust and dirt on the public highway

(g) Control of any risks associated with potential off-site flooding caused by surface water run-off and groundwater and prevent pollution

(h) Details of construction and complaint management with neighbours

(i) Mechanisms to deal with environmental impacts such as noise, air quality and light

The development shall be carried out in accordance with the approved Plan.

13) Prior to commencement of the sports facilities hereby approved, a detailed Surface Water Drainage scheme for the sports facilities, shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented in accordance with the approved details and retained thereafter. The scheme should include but not be limited to:

- Limiting discharge rates via infiltration for all storm events up to and including the 1 in 100 year rate plus 40% allowance for climate change. Where this is found to be unviable, run off rate should be limited to the 1 in 1 year greenfield rate for all storm events up to an including the 1 in 100 year rate plus 40% allowance for climate change.
- Provision of sufficient storage to ensure no off-site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 40% climate change event.
- Final modelling and calculations for all areas of the drainage system.
- The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753.
- Detailed engineering drawings of each component of the drainage scheme.
- A final drainage plan which details exceedance and conveyance routes, finished floor levels and ground levels, and location and sizing of any drainage features.
- A written report summarising the final strategy and highlighting any minor changes to the approved strategy.
- A timeline for the phasing of the drainage works.

14) Prior to commencement of the sports facilities hereby approved, an arboricultural method statement shall be submitted to and approved in writing by the local planning authority. The statement should include, but not be limited to:

- Tree protective fencing
- No ground excavations within tree root protection areas (RPA)
- Any anti-compaction measures required to be taken
- The specific locating of service trenches to avoid excavations within the RPAs of retained trees where possible, or being undertaken by hand dig only
- Specific methods for construction of site access routes close to or within the RPAs of retained trees.

15) Prior to the occupation of any dwelling hereby approved, details of the following hard and soft landscaping works shall be submitted to and approved in writing by the local planning authority:

- Retained features
- New planting (including to directly replace trees T18 and T52, as labelled in the submitted Tree Protection Plan)
- Hard surfaces

- Boundary treatments

All hard and soft landscaping works shall be carried out in accordance with the approved details.

All planting, seeding or turfing and soil preparation comprised in the above details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings, the completion of the development, or in agreed phases, whatever is the sooner, and any plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased must be replaced in the next planting season with others of similar size and species. All landscape works shall be carried out in accordance with the guidance contained in relevant British Standards.

16) Prior to occupation of any dwelling hereby approved, full details of the cricket netting system hereby permitted shall be submitted to and approved in writing by the local planning authority. The system shall be installed in accordance with the approved details prior to occupation of any dwelling and the netting must be fully raised in accordance with the details during cricket matches.

17) Prior to occupation of any dwelling hereby approved, a detailed Maintenance Plan for the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority. The surface water drainage scheme shall thereafter be maintained in accordance with the approved Maintenance Plan.

18) Prior to the occupation of any dwelling hereby approved, details of lighting for the eastern pedestrian access shall be submitted to an approved in writing by the local planning authority. The lighting shall be installed in accordance with the approved details prior to the occupation of any dwelling and retained thereafter.

19) Prior to the occupation of any dwelling hereby approved, the approved vehicular access shall be formed as shown on drawing no 1701-69 SK07 Rev A and shall be retained thereafter. Visibility splays shall be retained free from obstruction above 600mm and no unbound material shall be used in the surface treatment of the vehicular access within 6 metres of the highway boundary of the site.

20) Prior to the occupation of any dwelling hereby approved, the pedestrian crossing point across Bury Water Lane at the junction with Cambridge Road, including the extension of the footway, dropped kerb crossing points and visibility splays shall be provided in accordance with drawing nos 1701-69 SK10, 1701-69 SK11 and 1701-69 SK12. Visibility splays shall be retained free of obstruction above 600mm.

21) One of the dwellings hereby approved shall be built in accordance with Requirement M4(3) (Wheelchair user dwellings – adaptable) of the Building Regulations 2010 Approved Document M, Volume 1 2015 edition. The remaining dwellings shall be built in accordance with Requirement M4(2) (Accessible and adaptable dwellings) of the Building Regulations 2010 Approved Document M, Volume 1 2015 edition.

22) Each dwelling hereby approved shall be provided with its vehicle parking areas as shown on drawing no 093-020 Rev X prior to its occupation.

23) Each dwelling hereby approved shall be provided with a fully wired and operational electric vehicle charging point prior to its occupation.

24) No external lighting shall be installed for the existing and proposed artificial grass pitches, other than in accordance with the lighting details contained and submitted Lighting Statement (Paul Hawkins Development, November 2017) and associated drawing no JFA03r4.

25) The development shall be carried out in accordance with the ecological measures and/or works recommended in the submitted Biodiversity Statement and Mitigation Plan (Landscape Planning Ltd, March 2018).

DATED 22nd October 2019 (PT346041) 23.10.19

UTTLESFORD DISTRICT COUNCIL
and
THE JOYCE FRANKLAND TRUST, NEWPORT
and
JOYCE FRANKLAND ACADEMY, NEWPORT
and
SWAN ASTRO LIMITED

Dawn French
Chief Executive
Ref: ES/[illegible]
Tel: 01799 510417

AN AGREEMENT made the 22nd day of October two thousand and nineteen between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the first part and **JOYCE FRANKLAND TRUST, NEWPORT** (Charity No. 310862) of Joyce Frankland Academy, Newport, Bury Water Lane, Newport CB11 3TR in the name of and on behalf of the Official Custodian of Charities and itself (hereinafter called the Owner) of the second part and **JOYCE FRANKLAND ACADEMY, NEWPORT** (Co. Regn. No. 08135395) of Joyce Frankland Academy, Bury Water Lane, Newport, Saffron Walden, Essex CB11 3TR (hereinafter called the Academy) of the third part and **SWAN ASTRO LIMITED** (Co. Regn. No. 02987311) of Joyce Frankland Academy, Cambridge Road, Newport, Saffron Walden, Essex CB11 3TR (hereinafter called the Lessee) of the fourth part.

Definitions

1.1. "the 1972 Act" shall mean the Local Government Act 1972

1.2. "the 1990 Act" shall mean the Town & Country Planning Act 1990

1.3. "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999

1.4. "the 2011 Act" shall mean the Localism Act 2011

1.5. "Affordable Homes" means units of accommodation for persons unable to compete for housing on the open market

1.6. "Appeal" means the appeal to the Secretary of State following refusal of the Planning Application by UDC and which appeal has been given reference APP/C1570/W/19/3229420

1.7. "Charging Schedule" shall mean a charging schedule as detailed in Regulation 2(1) of the CIL Regulations

1.8. "CIL Regulations" shall mean the Community Infrastructure Levy Regulations 2010 (as amended)

1.9. "Community Infrastructure Levy" means the Community Infrastructure Levy introduced by the Planning Act 2008 as amended and the CIL Regulations or any successor levy or charge which triggers payments towards Infrastructure

1.10. "Community Use" means use of the Sports Facilities by the local community, including organised sports clubs and organisations, and for individuals or groups on a pay-as-you-play basis

1.11. "Community Use Agreement" means an agreement substantially in the form attached at Schedule 3 or as otherwise agreed between the parties whereby the Owners agree to make the Sports Facilities (or some part or parts of them) available for Community Use

1.12. "Decision Letter" shall mean the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed

1.13. "the Development" shall mean the development authorised by the Permission

1.14. "Existing Facilities" means the Building and the Sports Ground as described in the Lease and shown edged red on Plan 3

1.15. "Expert" means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute being a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Surveyors

1.16. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this agreement Implementation shall exclude:

a. site survey
b. ecological survey
c. archaeological survey
d. site clearance and demolition
e. remediation
f. ground works
g. works for the provision of drainage or mains services
h. the construction of a temporary site compound or temporary marketing suite

i. works to the existing public highway and provision of site access
j. erection of fences or hoardings
k. the installation of replacement carpet, shockpad, fencing and floodlights to the existing artificial grass pitch

and Implement and Implemented shall mutatis mutandis be construed accordingly

1.17. "Implementation Date" shall mean the date of Implementation

1.18. "Infrastructure" means infrastructure within any list of infrastructure projects or types of infrastructure intended to be funded by the Community Infrastructure Levy as published by UDC in accordance with Regulation 123 of the CIL Regulations or where no such list has been published means "infrastructure" as defined in section 216 of the Planning Act 2008

1.19. "the Land" shall mean the land at the Joyce Frankland Academy, Cambridge Road, Newport, shown edged in red on Plan 1

1.20. "Lease" means the lease dated 10 August 1999 (as varied by a deed dated 4 February 2010) held by the Lessee of the Existing Facilities

1.21. "Management Agreement" means the agreement dated 6 March 1995 as supplemented by the agreement dated 4th February 2010 under which the Lessee has agreed to manage the Existing Facilities to provide community use of the Existing Facilities as attached at Schedule 6

1.22. "Monitoring Fee" shall mean a sum of money to reflect UDC planning officer time in monitoring compliance with this agreement by the Owner which will include but not be limited to:

- recording of payments
- proof of expenditure
- meetings
- all correspondence
- site visits
- data entry

1.23. "Occupation" shall mean occupation of a Residential Dwelling constructed as part of the development of the Land for the purposes

permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the temporary storage of plant and material or in relation to security operations and "Occupied" and "Occupiers" shall be construed accordingly

1.24. "Other Facility Improvements" means all or part improvements to school facilities as listed at Schedule 5 in any order or such facilities as the Inspector expressly states in the Decision Letter should be included

1.25. "the Owners" shall mean the Owner and the Academy

1.26. "Owners' Contribution" means a financial contribution not exceeding Two Million Nine Hundred Thousand Pounds (£2.9 million) such contribution to be reduced by deducting the costs incurred as certified by the Owner's Quantity Surveyor on a pro rata basis in the event that some part or parts of the Sports Facilities and/or the Other Facility Improvements are provided in accordance with paragraphs 1 and 2 of Schedule 2

1.27. "Owners' Quantity Surveyor" shall mean a suitably qualified chartered surveyor appointed by the Owner

1.28. "the Pedestrian Link" shall mean a pedestrian access from the Residential Development to Bury Water Lane via land owned by the Owner as shown for illustrative purposes on Plan 2 for the use of the Occupiers of the Residential Development

1.29. "the Permission" shall mean the planning permission granted by the Secretary of State in determining the Appeal

1.30. "Plan 1" shall mean the plan as attached at Schedule 1 and labelled "Plan 1"

1.31. "Plan 2" shall mean the plan as attached at Schedule 1 and labelled "Plan 2"

1.32. "Plan 3" shall mean the plan as attached at Schedule 1 and labelled "Plan 3"

1.33. "Plan 4" shall mean the plan as attached at Schedule 1 and labelled "Plan 4"

1.34. "the Planning Application" shall mean the application made by the Owner and Hill Residential Limited under reference number UTT/18/0739/FUL

1.35. "Planning Inspector" shall mean the inspector appointed by the Secretary of State to determine the Appeal

1.36. "Residential Development" shall mean that part of the Development comprising Residential Dwellings

1.37. "Residential Dwelling" shall mean a unit of residential accommodation constructed on the Land in accordance with the Permission and "Residential Dwellings" shall be construed accordingly

1.38. "Secretary of State" means the Secretary of State for Housing, Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 89 of the 1990 Act

1.39. "Sports Facilities" means the facilities listed in Schedule 4 and shown on Plan 4 or such facilities as the Inspector expressly states in the Decision Letter should be included

2. Recitals

2.1. UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

2.2. The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Number EX800771

2.3. The Academy is registered at HM Land Registry as proprietor of the Land with leasehold title under Title Number EX882746

2.4. The Lessee is registered at HM Land Registry as proprietor of part of the Land with leasehold title under Title Number EX711159

2.5. The Planning Application has been submitted to UDC

2.6. UDC refused the Permission on 23 November 2018 and the Appeal has been submitted by the Owner and Hill Residential Limited for determination by the Secretary of State

2.7. The Lessee holds the Lease of the Existing Facilities, has entered into the Management Agreement and, prior to the date of this Agreement, has carried out the works described in para A1(i) of Schedule 4

3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act

3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC

3.3. No party shall be liable for a breach of a covenant, obligation or restriction relating to any part of the Land in which it has no interest at the date of the breach but without prejudice to liability for any breach occurring at a time when the party held an interest in the relevant part of the Land

3.4. The liability of the Owners and/or the Lessee and any subsequent mortgagee under this agreement shall cease once they have parted with their interest in the Land or any relevant part thereof (in which event the obligations of the Owners and any subsequent mortgagee under this agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by them) but not so as to release either party from any liability for any breaches hereof arising prior to the transfer

4. Obligations undertaken by the Owners to UDC

4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owners and subject to the provisions of clause 9.8 any subsequent mortgagee and their successors in title the Owners hereby covenant with UDC to observe

and comply with the obligations contained in Schedule 2 to the extent stated therein

5. Obligations undertaken by the Lessee

5.1 The Lessee shall allow the Owners access to the Existing Facilities in order to carry out the works described in A1(ii) of Schedule 4.

5.2 The Lessee will abide by the Management Agreement in order that the Existing Facilities are available for community use and shall not amend or terminate the Management Agreement without the consent of UDC such consent not to be unreasonably withheld or delayed.

6. Obligations undertaken by UDC

6.1 At the written request of the Owners UDC covenants with the Owners to provide written confirmation of the discharge of the obligations contained in this agreement when satisfied that such obligations have been performed

6.2 To use or ensure the use of the Owners' Contribution (if paid) for the provision of Affordable Homes in the District and if after the tenth (10th) anniversary of the payment of the Owners' Contribution but no later than one (1) year thereafter there remains any sum unused for the said purposes the Owners may make a request in writing for the repayment of the unused sum together with all interest accrued and this unused sum and any interest accrued shall be repaid by UDC to the Owners within 21 days of making the request PROVIDED THAT where at the said anniversary any legally binding contract has been entered into in respect of the said purposes the date for calculation of and repayment of any unexpended part of the Owners' Contribution (together with interest as provided therein) shall be deemed to be extended until such time as final payment is made under such contract or contracts

7. Notice of Implementation

7.1 Forthwith upon implementation the Owners will give UDC notice of Implementation

7.2 Forthwith upon Occupation of the first Residential Dwelling the Owners will give UDC notice of Occupation of the first Residential Dwelling

8 Provisos and Interpretation

8.1 No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of their statutory functions or otherwise

8.2 If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected

8.3 No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default

8.4 Any provision contained in this agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed

8.5 The headings in this agreement do not affect its interpretation

8.6 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this agreement

8.7 Unless the context otherwise so requires:

8.7.1 references to UDC the Lessee and the Owners include their permitted successors and assigns

8.7.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

8.7.3 references to any gender include both genders

9. Agreements and Declarations

9.1 The obligations contained in this agreement shall take effect only upon the Implementation Date (save where expressly stated to the contrary in this agreement) and in the event that the Permission is not implemented and expires the obligations contained in this agreement shall absolutely cease and determine without further obligation upon the Owners or their successors in title

9.2 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any obligation in this agreement:

9.2.1 is not a material planning consideration; or

9.2.2 can be given no weight in determining the Appeal; or

9.2.3 does not constitute a reason for granting Permission in accordance with Regulation 122 of the CIL Regulations;

then such obligation shall not be enforceable pursuant to this Agreement and shall cease to have effect within this Agreement save as set out in the Decision Letter.

9.3 In the event that UDC adopts a Charging Schedule for the purposes of the CIL Regulations and such Charging Schedule takes effect prior to the date of the Permission (or following the grant of the Permission a related planning permission is granted pursuant to section 73 of the 1990 Act) the obligations contained in this Agreement which relate to Infrastructure covered by the Charging Schedule shall cease and no longer be of any effect where Community Infrastructure Levy is paid in relation to that Infrastructure.

9.4 The obligations contained in this agreement shall absolutely cease and determine without further obligation upon the Owners or their

successors in title if the Permission is revoked, quashed, is modified without the consent of the Owners, expires, or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

9.5 The obligations under this agreement shall not be enforceable against persons who purchase or take leases of the Residential Dwellings or their successors in title chargees mortgagees or receivers nor against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function or against anyone whose only interest in the Land is in the nature of the benefit of an easement, covenant or licence

9.6 Save as specifically provided in Clause 9.9 nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission)

9.7 This agreement constitutes a Local Land Charge and shall be registered as such provided that UDC will upon the satisfaction of all obligations in the agreement or upon the happening of any of the eventualities referred to in clauses 9.1. to 9.4. of this agreement or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement

9.8 A subsequent mortgagee of all or any part of the Land will not incur any liability for any breach of the obligations contained in this agreement unless and until it becomes a mortgagee in possession of the Land or appoints a receiver or administrative receiver under a security PROVIDED THAT subject to Clause 9.5 (i) any mortgagee, receiver or administrative receiver shall only be liable for any breach that itself has caused whilst mortgagee in possession and shall not be liable for any pre-existing breach but (ii) any sale by any mortgagee, receiver or administrative receiver shall itself be subject

to any pre-existing breach and such breach shall subject to clause 9.5 be binding on any successor in title to the relevant mortgagee, receiver or administrative receiver.

9.9 If the parties shall so agree in writing in relation to any planning permission granted as a result of any application under Section 73 of the 1990 Act affecting the Permission the parties shall comply with the terms of this agreement as if the definition of the Permission in this agreement had been replaced by the description of the said planning permission granted as a result of any application under Section 73 of the 1990 Act affecting the Permission with the intention that the provisions of this agreement will apply as if the definition of the Permission in this agreement were the new planning permission granted as a result of such application and a memorandum of that agreement shall be endorsed on the face of the agreement which is recorded on the planning register.

10 Exclusion of the 1999 Act

For the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement

11 Notices

11.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office

11.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be

made which are addressed to UDC shall be addressed to the Assistant Director Planning and Building Control of that Council

12 Entire Agreement

This agreement the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter

13 Costs

Upon the execution of this agreement the Owners will pay the reasonable costs of UDC in connection with the negotiation and preparation thereof

14 Monitoring Fee

Upon implementation the Owners will pay the Monitoring Fee of £1096 to UDC

15 Dispute Resolution

Without prejudice to UDC's exercise of its statutory functions, in the event of any dispute or difference between the Owners and UDC arising out of this agreement the Owners and UDC shall refer the matter in dispute to the Expert and it is further agreed that:

15.1 the determination of the Expert shall be final and binding on the parties save in the case of manifest error;

15.2 the Owners and UDC shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;

15.3 the Expert's costs shall be borne in such proportions as he/she may direct failing which the Owners and UDC shall each bear their own

costs of the reference and determination and the Expert's costs shared equally;

15.4 the Expert shall be appointed subject to an express requirement that he/she reaches a decision and communicates it to the parties within the minimum practicable timescales allowing for the nature and complexity of the dispute and in any event not more than (twenty one) 21 Working Days from the date of his/her appointment to act; and

15.5 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

THE COMMON SEAL OF
UTTLESFORD DISTRICT COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

Signed as a Deed by
RICHARD VALLANCE
as a managing trustee of the
Joyce Frankland Trust, Newport
on behalf of the Official Custodian for Charities
in the presence of:

WITNESS

Signature
Print Name LAURA BOND
Address 6 West End Close, Witchford, Ely, Cambs, CB6 2HA
Occupation HR Manager

Signed as a Deed by
JULIA COLLINS
as a managing trustee of the
Joyce Frankland Trust, Newport
on behalf of the Official Custodian for Charities
in the presence of:

WITNESS

Signature
Print Name LAURA BOND
Address 6 West End Close, Witchford, Ely, Cambs, CB6 2HA
Occupation HR Manager

Signed as a Deed by
DAVID GAILLARD
as a managing trustee of the
Joyce Frankland Trust, Newport
on behalf of the Official Custodian for Charities
in the presence of:

WITNESS

Signature
Print Name LAURA BOND
Address 6 West End Close, Witchford, Ely, Cambs, CB6 2HA
Occupation HR Manager

Signed as a Deed by
CHARLES KEITH HUDDLESTONE
as a managing trustee of the
Joyce Frankland Trust, Newport
on behalf of the Official Custodian for Charities
in the presence of:

WITNESS

Signature
Print Name C. K. HUDDLESTONE
Address 32 PLEASANT VALLEY, SAFFRON WALDEN ESSEX CB11 4AR
Occupation RETIRED

LAURA BOND
6 West End Close, Witchford, Ely, Cambs, CB6 2HA
HR Manager

Signed as a Deed by
PAUL GRAY
as a managing trustee of the
Joyce Frankland Trust, Newport
on behalf of the Official Custodian for Charities
in the presence of:

WITNESS

Signature Paul R. C. Gray

Print Name PAUL R. C. GRAY

Address GROUN FARM HOUSE, LITTLEBURY GREEN, SAFFRON WALDEN, ESSEX CB11 4XB

Occupation RETIRED

LEBrigel
LAURA BOYD
6 West End close, Waterford, Ely, Cambs,
CB6 2HA HR Manager

EXECUTED as a DEED by
JOYCE FRANKLAND ACADEMY, NEWPORT
acting by a director and its secretary
or by two directors:

Director DUNCAN ROBERD, PRINCIPAL

Director/Secretary Linda Macfarlane Governor

EXECUTED as a DEED by
SWAN ASTRO LIMITED
acting by a director and its secretary
or by two directors:

R.A. VALLANCE

Director

Director/Secretary AG CROPPER

SCHEDULE 1
(The Plans)

SCHEDULE 2

(Obligations entered into with UDC)

Part 1

Sports Facilities

1. The Sports Facilities shall be substantially completed by Occupation of the first Residential Dwelling and shall thereafter be made available for Community Use in accordance with a Community Use Agreement(s) and the Management Agreement when not required by the Academy and the Lessee for the purposes of its students and members and for the avoidance of doubt the Community Use Agreement shall be completed prior to first use of the Sports Facilities
2. Subject to paragraph 3 of this Schedule, in the event that the actual total cost of providing the Sports Facilities (as certified by the Owners' Quantity Surveyor) amounts to less than the Owners' Contribution, the Other Facility Improvements shall be substantially completed within five (5) years of Implementation in any order and not necessarily in the order or priority set out in Schedule 5 up to a cost of the Owners' Contribution
3. In the event that the Other Facilities Improvements (or any part or parts thereof) are not substantially complete in accordance with paragraph 2 above within five (5) years from Implementation, the Owner(s) for the time being of the land on which the Sports Facilities are located shall pay the balance of the Owners' Contribution to UDC and the obligations in paragraph 2 of this Schedule shall thereafter fall away insofar as they relate to the Other Facility Improvements (or any part or parts thereof) which have not been provided

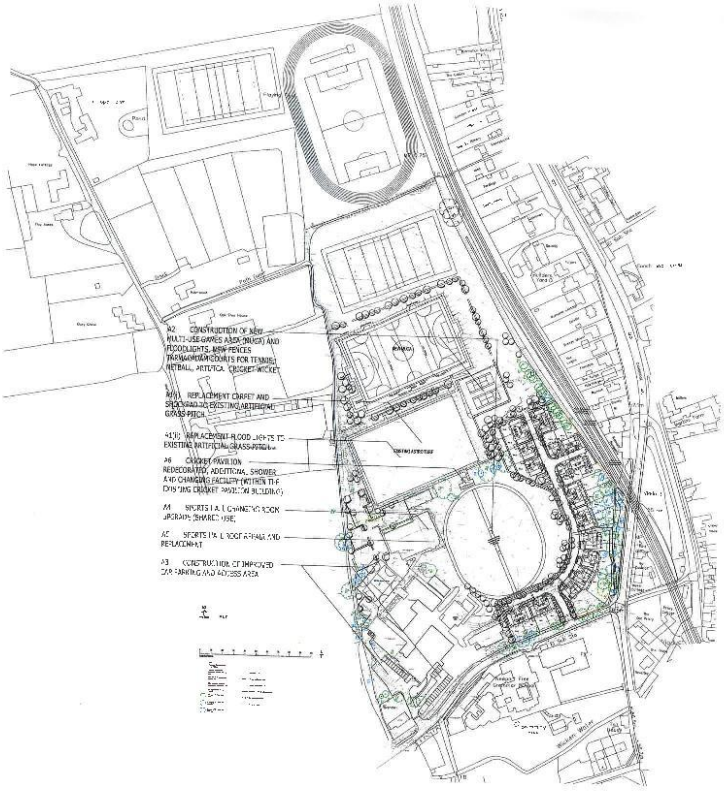
PLAN 1

Hill

Hill Residential Limited
The Courtyard, Abbey Barns
Ickleton, CB10 1SX

Joyce Frankland Academy
Newport
Essex

Plan



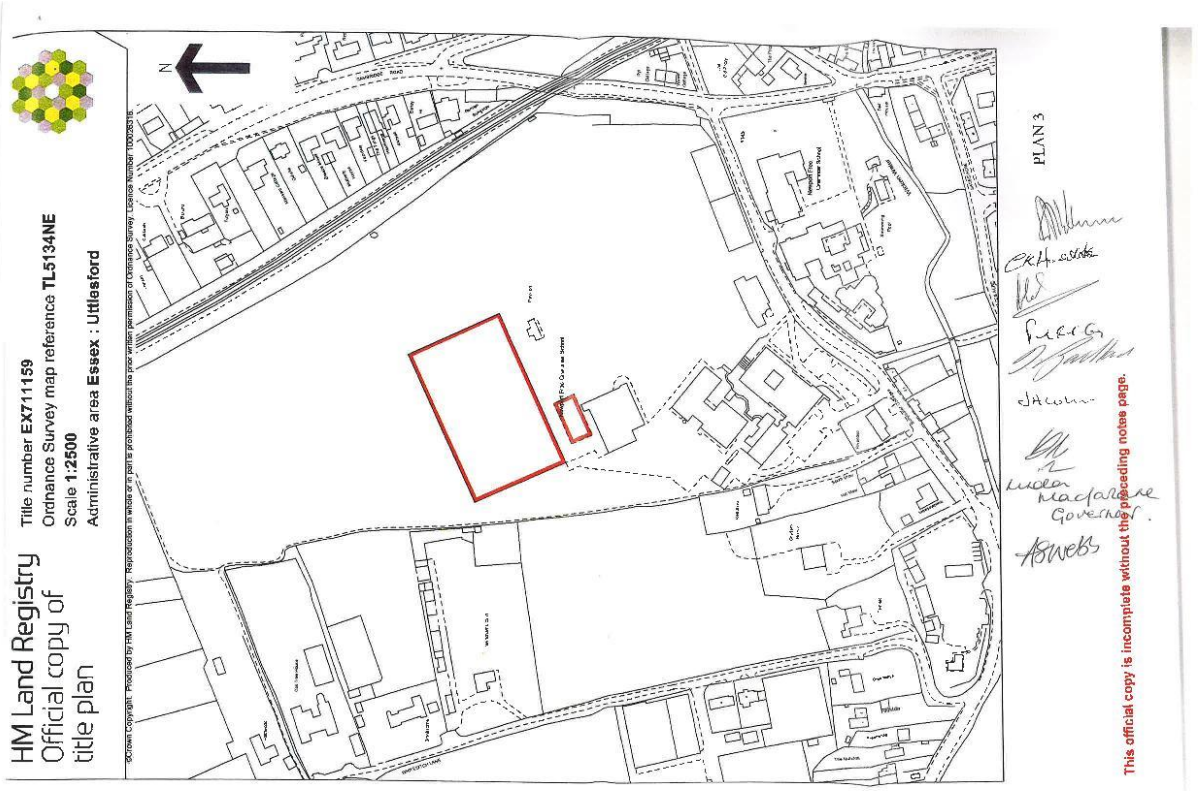
PLAN 4

Hill

Hill Residential Limited
The Courtyard, Abbey Barns
Ickleton, CB10 1SX

Joyce Frankland Academy
Newport
Essex

Floodlit Sports Facilities Plan



Part 2

Pedestrian Link

4. The Pedestrian Link shall be substantially completed by Occupation of the first Residential Dwelling and the Pedestrian Link shall thereafter be:

   4.1. kept available for use by the Occupiers of the Residential Development; and

   4.2. managed and maintained by the owner for the time being of the land on which the Pedestrian Link is located;

   for as long as at least one Residential Dwelling is Occupied save that these obligations shall cease if the Pedestrian Link is adopted.

SCHEDULE 3
(Draft Community Use Agreement)

Date:

Joyce Frankland Academy, Newport

Joyce Frankland Trust, Newport

Uttlesford District Council

Active Essex

[Draft] Agreement in relation to arrangements for community use of sports facilities at Joyce Frankland Academy, Newport, Essex

In connection with Planning Permission UTT/18/0793/FUL (APP/C1570/W/19/3229420)

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(1) **JOYCE FRANKLAND ACADEMY, NEWPORT** of Bury Water Lane Newport, CB11 3TR ("the Academy")

(2) **JOYCE FRANKLAND TRUST, NEWPORT** of Bury Water Lane, Newport CB11 3TR ("the Landowner")

(3) **UTTLESFORD DISTRICT COUNCIL** of London Road, Saffron Walden CB11 4ER ("the Council")

(4) **ACTIVE ESSEX** of K2 County Hall, Market Road, Chelmsford, Essex CM1 1QH ("Active Essex")

1. Recitals

1.1. Planning Permission was granted by the Secretary of State for Housing, Communities and Local Government under Appeal reference No APP/C1570/W/19/3220420 on [DATE] for the development of the Sports Facilities subject to conditions. The related Section 106 Agreement requires that an agreement shall be entered into in order to provide community access to the Sports Facilities within the Academy Premises ("Agreement").

1.2. The parties wish to enter into this Agreement in order to make the Sports Facilities available (when their use is not required by the Owners or under the terms of leases or other formal arrangements that pre-date this Agreement) for use by the local community in compliance with the terms of this Agreement and the Section 106 Agreement.

1.3. The Owners are responsible for use of the Academy Premises.

1.4. The Council is the local planning authority in respect of the Planning Permission.

1.5. The Council has responsibility for the provision of sports facilities in the Uttlesford area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

1.6. The Landowner is an applicant for Planning Permission.

1.7. The Owners agree to provision of community access to the Sports Facilities.

2. Definitions and Interpretation

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Casual Use means availability for any individual(s) or groups to book the Sports Facilities for use on a pay-as-you-play basis, where space is available

Community Use means use of the Sports Facilities by the local community consistent with the terms of this Agreement, including organised sports clubs, organisations and for Casual Use, and subject to any conditions of Planning Permission

Owners mean the Academy and the Landowner and any successors in title and assignees

Management Committee means the management committee as defined in clause 7.1 of this Agreement

Parties means the parties to this Agreement

Planning Permission means planning permission (reference UTT/18/0793/FUL) granted by the Secretary of State for Housing, Communities and Local Government on [ ]

Review Committee means representatives of each of the Parties to this Agreement or their nominees

Section 106 Agreement means the Section 106 Agreement entered into by the Landowner and the Academy with the Council dated [ ]

Sports Facilities means the sports facilities identified in Schedule 1 in this Agreement forming part of the Academy Premises

Academy Premises means the land and buildings comprising Joyce Frankland Academy, Newport

3. Aims

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
- Using the Sports Facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and, where relevant, adults;
- To provide affordable access to the facilities and to be self financing in terms of Community Use; and
- The pricing policy shall be made available on the Academy's website.

4. Arrangements for Community Use

The Owners agree to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

The Owners shall work with the Parties to provide a range of opportunities and pathways for the community. These may include existing initiatives and new and local activities.

6. Marketing and Promotion

The Owners will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims.

7. Management

7.1. A Management Committee will be established no less than 12 weeks prior to the completion of the Sports Facilities to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement. The Management Committee shall include a representative of each of the Parties.

7.2. Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework should seek to enable:

a) a policy of pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be commensurate with similar local authority run facilities in the area but for the avoidance of doubt the Owners shall not be obligated to operate the Sports Facilities at a loss;

b) the promotion and forward planning of development activities, at times which best suit the target groups but without prejudice to the needs of the Owners or to leases or other formal arrangements that pre-date this Agreement;

c) equal opportunities of access;

d) an appropriate booking arrangement for Casual Use and block booking, which is to be reviewed on a regular basis, but not more often than annually;

e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use; and

f) publication of the dates of academic terms as soon as reasonably practicable on the Academy's website, in a publication circulating in the area of Newport and by way of notices prominently affixed to all internal and external noticeboards in the Sports Facilities and the Academy.

7.3. The Owners will be responsible for the Sports Facilities and shall:

a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims;

b) make the Sports Facilities available on the occasions and times specified in Schedule 2;

c) endeavour to ensure provision of the amenities required for use of the Sports Facilities, subject to the conditions of the Planning Permission;

d) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities; and

e) ensure that the Sports Facilities comply with all legislation and statutory guidance in force at the time of this Agreement relating to access for disabled users.

8. Financial Matters

8.1. The Owners shall use reasonable endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use. The Owners shall use reasonable endeavours to ensure that any surplus incomes is utilised to contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of the Sports Facilities and to other sports-related provision of the Owners.

9. Monitoring and Review

9.1. Six weeks prior to the date on which the Review Committee produces its annual report the Academy shall make available to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.

9.2. The Review Committee shall regularly assess (but not more often than once in any 12 month period) the adequacy of the implementation of this Agreement in relation to:

- hours of use of the Sports Facilities;
- pricing policy;
- compliance with targets and aims of this Agreement;
- marketing;
- maintenance;
- shall consult with Newport Parish Council in the event of any major changes in the manner of implemenation of this agreement; and

- shall consult with users of the Sports Facilities as part of the review programme.

9.3. The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.

9.4. The Academy shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable but for the avoidance of doubt the Academy shall not be obliged to implement any recommendations that would result in a financial commitment that goes beyond that in existence at the date of this Agreement.

9.5. In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

9.6. The School shall not materially reduce the level of community access to the Sports Facilities required by Condition [insert number] of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

10. Duration of Agreement

This Agreement shall come into force on the date hereof and shall operate for so long as the Sports Facilities are provided in accordance with the Planning Permission unless expressly released or revoked in writing by the Council acting in its capacity as local planning authority.

11. Dispute Resolution

11.1 If the Parties are in dispute then this clause will apply and the following process will apply.

11.2 Both Parties will seek to agree a way forward without any further intervention

11.3 If no agreement reached then both Parties agree to jointly appoint a third party to undertake the following actions.

11.3.1 Undertake mediation and facilitation to seek to reach agreement between the parties on the way forward.

11.3.2 Undertake mediation and facilitation with Sport England to seek to reach agreement between the parties on the way forward

11.3.3 If no agreement is reached then the third party will decide on the most appropriate way forward to deliver the objectives and terms of this Agreement

11.3.4 Both Parties agree to be bound by the third party decision

11.4 If the Parties cannot agree on which third party to appoint then an independent third party will be appointed by the Local Government Association or any subsequent body.

11.5 Parties involved with the dispute will share the costs for the third party equally unless otherwise agreed in writing between the parties.

12. Authority

The Owners warrants that they have the full right and authority to enter into this Agreement.

13. No Variations

This Agreement may only be varied in writing by a document executed by all the Parties.

14. No Agency

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

15. Severability

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

16. Waiver

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

17. Non-Assignability

This Agreement is personal to the Parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others such consent not to be unreasonably withheld or delayed.

18. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)) -

   - Cricket Pitch
   - Multi-use Games Pitch
   - Netball/Tennis Courts
   - Rugby Pitches (natural turf)
   - Football Pitches (natural turf)

2. The indoor ancillary facilities to be made available for Community Use in conjunction with use of all or any of the facilities listed in clause 1 of this Schedule, shall comprise the following (as shown edged red on the attached plan(s)):-

   - Changing rooms
   - Toilets

3. In addition to the facilities references in clause 1 and clause 2 of this Schedule the Academy shall also make available for Community Use the Sports Hall (as shown edged blue on the attached plan(s). For the avoidance of doubt in the context of the Sports Hall Community Use can include non-sporting uses.

Schedule 2

Arrangements for Community Use

1. Users

1.1 The Sports Facilities shall be made available for Community Use during the hours of access stated below (the "Hours of Access"). The Hours of Access will be subject to priority use by Saffron Walden Hockey Club in respect of the Multi-use Games Pitch such priority use is granted on the basis that the Owners, or such other parties as the Owners nominate, and Saffron Walden Hockey Club will use best endeavours not to prejudice the aims of the Agreement and the management obligations of the Owners, as set out in clause 3 and clause 7 respectively, when agreeing hiring arrangements.

2. Hours of Access[1],[2]

TERM-TIME

Community Use	Mon - Fri :	18.00 to 22.00
	Sat:	11.30 to 18.00
	Sun:	07.00 to 18.00

ACADEMY HOLIDAYS

Community Use	Mon - Fri:	07.00 to 22.00
	Sat:	07.00 to 18.00
	Sun:	07.00 to 18.00
Priority Use	Tues & Weds:	18.00 to 22.00
	Sat:	11.30 to 18.00

[1] The Sports Facilities will be made available by the Owners during these hours of access on an all reasonable efforts basis and will be subject to the needs of the Academy, and to leases or other formal arrangements that pre-date this Agreement.
[2] Hours of access will be subject to constraints (eg noise, lighting), which are imposed by lease or as conditions under the Planning Permission.

Sun: 10.00 to 16.00

3. Pricing

3.1 A policy of pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be commensurate with those for similar local authority run facilities in the area.

4. Booking arrangements

4.1 An appropriate booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities.

5. Parking Arrangements (if applicable)

5.1 A minimum of [xx] car parking spaces shall be available for users of the Sports Facilities during the Hours of Access.

- To compile and issue agendas for meetings in timely fashion.
- To take care of all communications to and from the committee.

3. Operation

(a) The full committee will convene at least twice per annum. Additional meetings will be held as considered necessary by a simple majority of members.

(b) The Academy will resolve day to day issues. Whilst the Academy has full authority for any decisions they must adhere to the policy framework established by the full committee.

(c) Day to day operation will be the responsibility of the Academy.

(d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

4. Reporting

(a) Minutes of committee meetings will be maintained.

(b) A formal annual report, as set out in clause 9 of this Agreement, will be issued to cover policy, financial and sports development matters.

(c) Other specific reports requested by other committee members when possible.

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

[*Amend as appropriate*]

Signed by .....

Duly authorised by Joyce Frankland Academy, Newport

THE COMMON SEAL OF
UTTLESFORD DISTRICT COUNCIL
was affixed in the presence of:-

Authorised Signatory

Signed by .....

Duly authorised by The Joyce Frankland Trust

[*Amend as appropriate*]

Signed by .....

Duly authorised by Active Essex

SCHEDULE 4
(Sports Facilities)

List A	Description of "Immediate" Works
A1	(i) Replacement carpet and shockpad to existing artificial grass pitch (ii) Replacement floodlights to existing artificial grass pitch
A2	Construction of new multi-use games area (MUGA) and floodlights, new fences tarmacadam courts for tennis, netball, artificial cricket wicket
A3	Construction of improved car parking and access area
A4	Sports hall changing room upgrade (shared use)
A5	Sports hall roof repair and replacement
A6	Cricket pavilion redecoration, additional shower and changing facility (within the existing cricket pavilion building).

SCHEDULE 5

(Other Facility Improvements)

List B	Description of "Urgent Priority" Works
B1	Replacement of Academy boilers
B2	6th form building roof replacement
B3	E block electrical services upgrade
B4	A block window replacement
List C	**Description of "Required" Works**
C1	Safeguarding & Security
C2	Lighting
C3	IT Data & Voice Infrastructure

SCHEDULE 6

(Management Agreement)

AGREEMENT

This Agreement is made the 6th day of the March month one thousand nine hundred and ninety five BETWEEN THE TRUSTEES OF NEWPORT FREE GRAMMAR SCHOOL (hereinafter called "The Trustees") of the 1st part, and SAFFRON WALDEN HOCKEY CLUB of the Anglo American Playing Fields, Saffron Walden, Essex (hereinafter called "The Club") of the second part, THE GOVERNORS OF NEWPORT FREE GRAMMAR SCHOOL acting by their Chairman (hereinafter collectively called "The Governors) of the third part and SWANCAT Ltd, (herein after called the Company), a company limited by guarantee whose registered office is at Long Acre, Howe Lane, Great Sampford, Essex

WHEREAS

A. The Club is a not profit making unincorporated association affiliated to the Hockey Association and the All England Womens Hockey Association (national bodies set up for the governing and promotion of Hockey in England) and was set up for the purpose of providing opportunities and playing Facilities for men and women in Saffron Walden and the surrounding area to play hockey.

B. For the better fulfilment of their respective functions and pursuant to the powers contained in the Education Acts, the Club, the Trustees and the Governors have agreed to provide a floodlit synthetic pitch with, pavilion , changing rooms and appropriate ancillary facilities on the area of the school playing fields owned by the Trustees shown edged in red on the attached plan (hereinafter called "The Facilities").

C. The Sports Council and the Foundation for Sports and the Arts have each agreed to provide grants towards the cost of providing The Facilities.

D. The Trustees have agreed to make land available for The Facilities subject to a lease to be approved if necessary by the Charity Commissioners.

E. The Governors and the Trustees have considered the terms of this Agreement and having regard to the Article 9(a) of the Articles of Government of Newport Free Grammar School ("The School") have agreed to enter into this Agreement.

F. The Governors, the Trustees and the Club have caused the Company to be founded for the purpose of it being enabled to manage The Facilities on their behalf

NOW THIS AGREEMENT WITNESSTH as follows:-

1. The Company shall manage the Facilities in accordance with the arrangements as set out in Schedule 1 attached.

2. In consideration of the Trustees and the Governors making available the site for The Facilities and the School's changing rooms the Company will arrange for the construction of The Facilities in accordance with the plans and specifications already agreed between the parties including the provision of meter for the floodlights to ensure that the actual users pay for the cost of the electricity used.

3. Users of The Facilities shall have rights of access to them, along the route shown hatched green, and to car parking facilities on the area shown hatched brown, both on the attached plan.

4. The Directors of the Company shall:-

   a) Operate within the framework of the Management Agreement as set out in Schedule 1 herein.

   b) Effect an insurance against loss or damage by aircraft, fire, storm or tempest to The Facilities and the equipment therein in their full value unless otherwise agreed by and between the parties. So often as The Facilities or any part thereof or any additions thereto shall be destroyed or damaged by fire or other risk against which The Facilities are insured, the whole of such monies as shall be paid by the insurers in respect of the damage or destruction of the Facilities shall be laid out and expended in rebuilding or otherwise re-instating with all practicable speed The Facilities (unless the insurance monies shall be irrecoverable owing to any acts or neglect or default of the Company, its servants, agents or officials).

   c) Discharge all outgoings for rates, taxes or similar charges.

   d) Maintain and repair the Facilities and accumulate reserves for their periodic renewal.

   e) Manage the use of the Facilities.

   f) Employ such other persons as it may consider necessary for its own purpose during the respective periods of use.

5. SUBJECT TO - sub-clause 4 (b) hereof the Governors (acting for the School) and the Club shall be responsible for third party claims arising out of their respective periods of use of the Facilities. The Company shall be responsible for ensuring that the third parties using the Facilities are properly and adequately insured in respect of third party claims arising from their use of Facilities.

6. In respect of each financial year the Club and the Governors shall each meet equal proportions of the expenditure incurred for the purposes set out in clause 4 which is not covered by the income generated from hiring out the Facilities on a commercial basis. PROVIDED ALWAYS that if the operation of clause 8 below causes there to be significant permanent change in the periods of priority use as stated in Schedule 1. of the Facilities by either the Club or the School the above apportionment of costs shall be reviewed by agreement between the parties hereto.

7. The Company estimates of the expenses to be incurred by them under clause 4 shall be made available on demand to the Governors and the Club.

8. Any alterations or extensions or improvements of the Facilities and the provisions of additional equipment or buildings shall be the subject of separate agreement by all the parties to this Agreement who will decide at the time how and by whom the capital cost is to be met, and the maintenance costs thereafter shall be apportioned, as appropriate.

9. Betting and gaming shall not be permitted in the the School's changing rooms.

10. Only the Company may place advertising material on the Facilities but not without first obtaining the express consent of the Governors, Trustees and the Club.

11. ANY Difference between the Club and the Governors relating to the management or use of the Facilities that cannot be resolved by the Company shall be dealt with by the appropriate Chairman of Governors, the Nominee of the Club and such third party person as the Sports Council shall nominate, meeting as a panel to secure a settlement.

12. This Agreement shall continue in force for a period of FORTY years renewable thereafter by agreement at TEN-yearly intervals or such other periods as may be determined at the time and subject to mutual determination at any time.

13. NOTWITHSTANDING the provisions of clause 5, 11 and 12 any party may terminate this agreement forthwith for breach by the other or others if after giving notice in writing to the other party or parties specifying the nature of the breach and specifying a reasonable time limit by which the breach must be remedied such breach is not remedied within the time so specified.

SCHEDULE 1

The Management Agreement for the Artificial Turf Pitch and ancillary Facilities site at Newport Free Grammar School Newport, Essex

1. The management of the Facilities as laid down in this Agreement will be entrusted to the Company under the terms and conditions of the Agreement. The Company will maintain a separate bank account and Facilities fund as provided for in paragraph 7 (d) and will promote the Facilities as fully as possible.

2. The Directors of SWANCAT Ltd referred to in sub-clause (4) of the main Agreement shall be appointed as follows:-

(a) Nine directors only: 4 appointed by the Hockey Club and 5 appointed by the Governors, hereinafter called "The Board".

(b) The Board shall be entitled to invite from time to time such other persons to attend at board meetings as it may wish fit.

(c) The Board meetings shall occur at least every three (3) months, or at such other times and frequency as may be requested by either the Governors or the Club. One such meeting each year shall be designated as the A.G.M.

(d) The Board shall elect a Chairman, Vice Chairman and Treasurer from amongst its members who shall be subject to election or re-election each year. The Board shall appoint a Secretary who may or may not be one of its members. The Chairman of the meetings shall have a vote but not a second a casting vote.

(e) Meetings shall take place at such venue as the Board shall decide and the quorum at each meeting shall be four consisting of not less than two representatives of the Club and not less than two representatives of the Governors.

(f) The Secretary shall cause minutes to be taken of matters discussed at meetings of the Board's Directors.

3. The Board shall have full power and rights to make all decisions regarding the maintenance and use of the Facilities, but subject to any restrictions which have been imposed by the terms of the main agreement, or the terms of any external approvals obtained in respect of or required for the the construction, maintenance, renewal or use of the Facilities.

The Company's Aims

4. The Company shall set the following aims, which incorporate the aims of those organisations which are a legal party to the main agreement and those organisations mentioned in that agreement who have made grants towards the capital costs of the Facilities.

(a) To increase and improve the quality of the sporting opportunities for the pupils of Newport Free Grammar School and to extend their curricular and extra-curricular activities.

(b) To establish The Facilities as a centre for sports and for raising the standards of performance of sports.

(c) To establish The Facilities as a district centre for the playing of mens' and ladies' hockey and to enable the Saffron Walden Hockey Club to perform and compete at the highest level.

(d) To provide additional opportunities for local people and sports organisations to participate in sport and to develop their skill, particularly among low participant groups.

The Company's- Objectives

5. In accordance with the above aims, the Company shall have the following objectives:-

(a) To maximise use of The Facilities during term time and school holiday time daily between 9.00 a.m. and 10.00 p.m. including weekends or otherwise as permitted by planning permissions from time to time in force.

(b) To promote and operate a balanced programme of use which satisfies school curriculum and extra-curriculum sports needs and further provides for a wide range of community sports use including provision for:-

(i) Sports Development Initiatives
(ii) Casual Use
(iii) Organised Club Sessions
(iv) Coaching Sessions
(v) Youth, Community and Adult Education Courses
(vi) Young People
(vii) Other specified target groups as agreed by the Management Committee

(c) To promote and operate a structured programme of sports development by providing opportunities for beginners, for people wishing to improve their sporting skills via programmes of coaching and competition, and training for players, coaches and officials.

Company - Operation

6 Allocation of time of user groups

(a) The following targets have been set for apportionment of use of the Facilities in line with the aims and objectives set out above.

(i) During term time the School shall have priority use of the Facilities at the following times:-

Monday - Friday 9.00 a.m. to 6.00 p.m. inclusive

Saturday 9.00 a.m. to 11.00 a.m.

(ii) Except that within this period of priority use, the School will make available 5 hours per week of use for daytime community use.

(iii) Saffron Walden Hockey Club shall have priority use of the Facilities as follows:-

Tuesday & Wednesday 6.00 p.m. to 10.00 p.m.

Saturday 12.30 a.m. to 6.00 p.m.

Sunday 10.00 a.m. to 4.00 p.m.

(iv) At all other times The Facilities shall be made available for Community use as defined in 4 (b) and (d) and 5 (b) and (c) above.

(b) A detailed schedule of use, broken down in sessions reflecting the different context of school term and holiday time, will be drawn up annually. (An example based on projected usage is attached in Appendix 1.)

(c) Notwithstanding the apportionment of use set out in 6 (a) above, the Company may alter temporarily or permanently the periods of priority use of any party with the express agreement of that party.

7. **Finance**

(a) The Company shall manage The Facilities on a self financing basis. It is intended that the annual income raised from the hire charges to the user will cover all associated costs and outgoings and be sufficient to allow a sum of money to be placed in a deposit account annually for the sole purpose of the renewal of the fixed life element of The Facilities.

(Appendix II shows a projected Budget Plan for the Facilities).

(b) A Budget Plan for the forthcoming year will be drawn up annually by the Company and yearly outturn figures will be published in advance for agreement at the A.G. M. to be held within 2 months of the end of the previous financial year., Accounts will be independently audited.

(c) The Company shall make available accounts for The Facilities on demand to The Governors, Hockey Club and the Sports Council (Eastern Region) and the Foundation for Sport and the Arts.

(d) The Committee shall procure the establishment of a Facilities fund and bank accounts that will be kept separate from those funds and accounts held or managed by any of the parties to the main Agreement.

8. **Liability**

(a) Newport Free Grammar School and Saffron Walden Hockey Club shall be responsible for third party claims arising out of their own periods of use of the Facilities. The Company shall be responsible for ensuring that third parties using the Facilities are properly and adequately insured in respect of third party claims arising from their use of the Facilities.

(b) For the purpose of this Agreement, visiting teams to Saffron Walden Hockey club shall not constitute outside third parties, although liability for third party claims arising out of the use of visiting teams shall be as stated in 8 (a) above.

(c) The Company shall undertake to carry out all the requirements on The Facilities in order to meet the Health and Safety regulations that apply.

9. **Hiring - Booking Arrangements**

(a) The Company shall appoint a Development Officer who shall act as a Booking Officer and co-ordinator, on a daily basis to undertake supervision of the Facilities; and will with the Company, help to promote the development of the use of the Facilities by the targeted groups in paragraph 5 above.

(b) The Company shall annually agree and publish a policy outlining terms and conditions for hire of the Facilities according to the following principles:-

(i) The Hockey Club and The School shall each receive a 25% discount from the normal ice rate for the relevant period

(ii) Hire charges for Community use will be set at a rate competitive with other local authorities' equivalent Facilities but adjusted to make hiring of The Facilities possible by the targeted groups set out in paragraph 5 (c) above.

(c) Newport Free Grammar School will make available office space at the School for use by the Development Officer.

(d) All other costs associated with the work of the Development Officer will be met by the Company.

(e) The Company shall if appropriate pay to the Caretaker of Newport Free Grammar School a weekly stipend in order to carry out the security operations not covered within the terms of reference of the Development Officer.

10. **Electricity costs for Floodlights**

(a) The Floodlights shall be installed and operated according to the conditions laid down in Clause 2. of the main Agreement.

(b) All users of the Floodlights will be charged at actual use cost (including Newport Free Grammar School and Saffron Walden Hockey Club).

11. **Promotions and Development**

(a) The Company shall be responsible for and shall meet the costs of marketing and promoting the Facilities in accordance with the aims and objectives set out in paragraph 4 and 5 above.

(b) Newport Free Grammar School undertakes to use means at its disposal, other than financial to support the promotion and development of the Facilities.

(c) The Company shall annually meet to discuss and so far as possible agree to adopt a Development Plan prepared by the Development Officer or delegated committee member which shall indicate the ways in which the aims and objectives, set out in paragraph 4 and 5 above, shall be met.

(d) The Company shall make available to the Development Officer an adequate budget for promotional purposes and shall provide full support for implementation of the Development Plan.

(e) The Company shall submit its annual Development Plan to the Sports Council (Eastern Region) for its comments and approval prior to its adoption by the Management Committee.

12. **Monitoring and Review**

(a) A full report covering finance (budget plan and outturn figures), monitoring, statistics, records of use, a review of progress of the previous year's Development Plan and the coming year's Development Plan will be presented to the Newport Free Grammar School, Saffron Walden Hockey Club, the Sports Council (Eastern Region) and the Foundation for Sport and Arts for the comment and approval prior to presentation to the A.G.M. of the Company.

(b) Officers of the Sports Council (Eastern Region) will be entitled to attend any Board meeting on request (and will be invited to the A.G.M.) together with right of inspection of the Facilities by prior arrangement.

SIGNED AND DELIVERED BY
THE CHAIRMAN
of SAFFRON WALDEN HOCKEY CLUB .....

SIGNED and DELIVERED BY
THE CHAIRMAN OF GOVERNORS OF
NEWPORT FREE GRAMMAR SCHOOL .....

SIGNED and DELIVERED BY
For and on behalf of the Trustees of Newport Free
Grammar School. .....

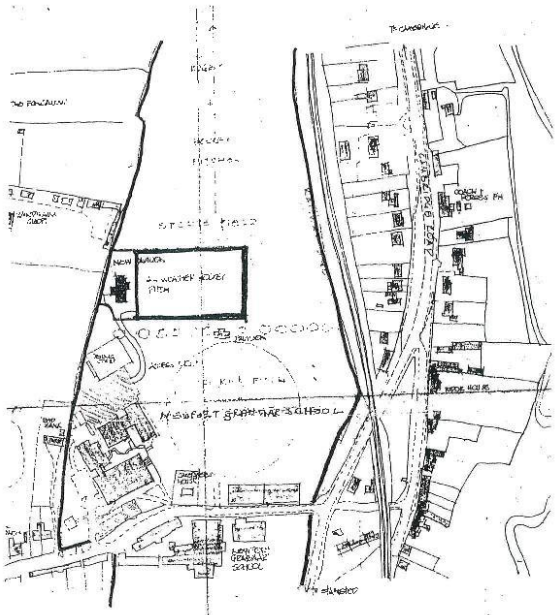
The Common Seal of SWANCAT Limited
was hereinafter affixed in the presence of:

..... Director

..... Secretary

WITNESSED BY V.G. Brady

VIVIEN BRADY
ROOKSWOOD
SEVEN DEVILS LANE,
SAFFRON WALDEN
ESSEX CB11 4BB.



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REV.

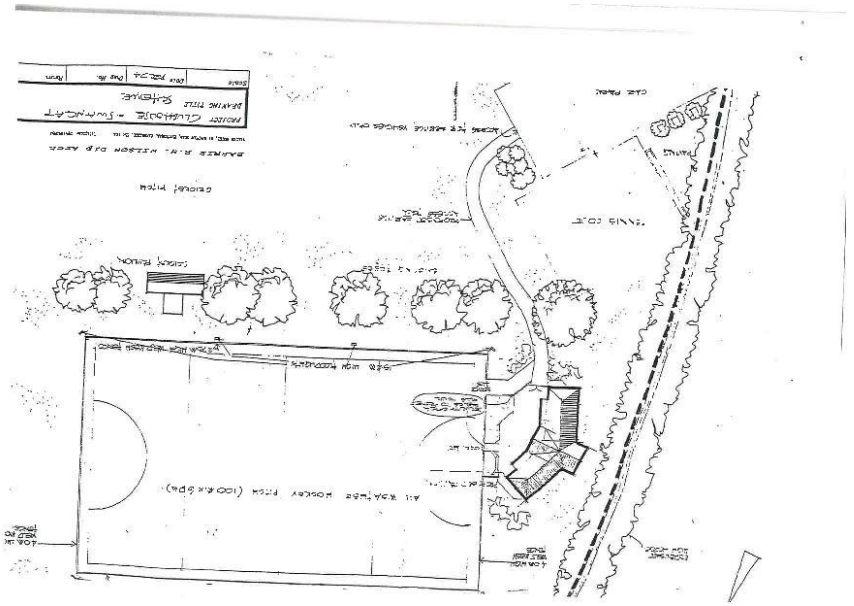
Propos

SWANCAT LIMITED

CASH FLOW PROJECTIONS

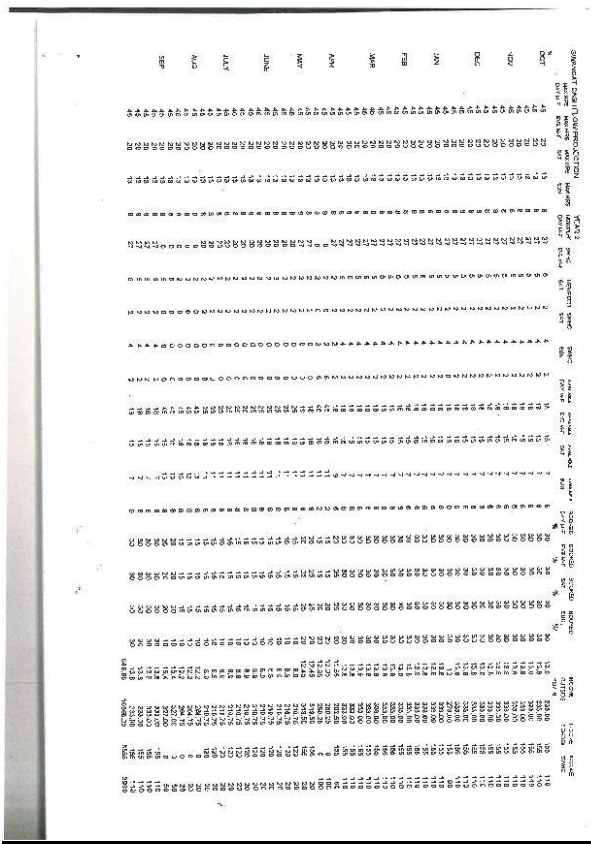
NOVEMBER 1994 TO OCTOBER 1995

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
INCOME												
P.H. Collins Trust	10450											
SWANCAT Draw	2285											
Sports Council Loan	10000											
S.W. Hockey Club		3500	3000									
Sports Council Grant		35000	35000	30000								
Foundation Grant				43350	40000	16650						
Letting Income(Net)								800	700	1000	1700	1700
Fund Raising etc					1000		1000	2000				
TOTAL	22735	38500	38000	73350	41000	16650	1000	2800	700	1000	1700	1700
EXPENDITURE												
Draw Prizes	250											
Company Formation	395											
Site Engineer	211											
Legal Fees			881									
Prof Fees(ex VAT)		411										
Prof Fees (J.Cadman)		2950		2350		3114		1105				
Polysports (Ph 1)		35000	35000	73350								
Polysports (Ph 2)					40000	42000	32095					
Equipment Purchases						2781						
Electricity									100			250
Ground maintenance								100	100	100	100	100
Insurance							700					
Pitch Rent etc.								150	150	150	150	150
TOTAL	856	37761	35881	75700	40000	45875	32795	1355	350	250	250	500
NET INFLOW/OUTFLOW	21879	739	2119	-2350	1000	-29225	-31795	1445	350	750	1450	1200
VAT Re-Claimed				11358			23663			4945		
NET POSITION	21879	22618	24737	33445	34445	5220	-2922	-1477	-1127	4568	6018	7218



SWANCAT LIMITED
CASH FLOW PROJECTIONS
NOVEMBER 1995 TO OCTOBER 1996

INCOME	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Letting Income(Net)	1700	2000	1700	1700	2000	1400	1100	1200	1000	1000	1800	1900
Fund Raising etc		2000			2000		1000	1000				
TOTAL	1700	4000	1700	1700	4000	1400	2100	2200	1000	1000	1800	1900
EXPENDITURE												
Sports Council Loan	1000											
Electricity							1000					
Ground maintenance			500			500			250			250
Caretaker	100	100	100	100	100	100	100	100	100	100	100	100
General Repairs	300	300	300	300	300	300	300	300	300	300	300	300
Insurance						250						250
Pitch Rental etc							750					
Polysports - 2.5%	150	150	150	150	150	150	150	150	150	150	150	150
							5575					
TOTAL	1550	550	1050	550	550	1300	7675	550	800	550	550	1050
NET INFLOW/OUTFLOW	150	3450	650	1150	3450	100	-5775	1650	200	450	1250	850
Balance B/F	7218											
NET POSITION	7368	10818	11468	12618	16068	16168	10393	12043	12243	12693	13943	14793



THIS AGREEMENT is made the 6th day of February 2009

BETWEEN JOHN STRATHEARN GORDON of The Old Maltings Newport Essex CB11 3PA, and CHARLES KEITH HUDDLESTONE of 4 Summerhill Road Saffron Walden Essex CB11 4AJ being the nominated representatives of the Trustees for Newport Free Grammar School of Bury Water Lane Newport Essex CB11 3TR ("the Trustees") of the first part GORDON SCOTT Chairman and CHRISTINE PRICE Secretary for and on behalf of the members and officers of the Saffron Walden Hockey Club of The Wawn Pavilion Bury Water Lane Saffron Walden Essex CB11 3TR ("the Club") of the second part The Governors of Newport Free Grammar School of Bury Water Lane Newport Essex CB11 3TR acting by their Chairman PAUL GRAY ("the Governors") of the third part Swan Astro Limited whose registered office is at Newport Free Grammar School Bury Water Lane Saffron Walden Essex CB11 3TR ("the Company") of the fourth part and SIMON HENRY COOKE of Deers, Deers Green Clavering Saffron Walden Essex CB11 4PX and ANTHONY GRAHAM CROPPER of Meadows House Monk Lane Hadstock Cambridge CB1 OPD as Trustees of Swancat registered charity number 1086049 of Bury Water Lane Newport Essex CB11 3TR ("Swancat") of the fifth part

RECITALS :-

(A) This Agreement is supplemental to an Agreement ("the 1995 Agreement") dated 6 March 1995 made between (1) the Trustees (2) the Club (3) the Governors and (4) the Company containing arrangements for the management of the facilities ("the Facilities") as defined and set out in the 1995 Agreement by the Company

(B) On 5 April 2001 Swancat was registered as charity number 1086049

(C) It is desired to amend and modify the 1995 Agreement to reflect the current position between the parties

WHEREBY AGREED AS FOLLOWS :-

1. The parties hereto agree that the 1995 Agreement shall be modified and amended as follows:-

1.1 The estimates referred to in clause 7 shall also be made available on demand to Swancat and the Trustees

1.2 The expressed consent referred to in clause 10 shall also be obtained from Swancat

1.3 Amendments shall be made to Schedule 1 of the 1995 Agreement as follows :-

(a) In paragraph 7 (d) the word "Committee" shall be deleted and replaced by the word "Company";

(b) Paragraphs 9 (a), (c) and (d) shall be deleted;

(c) In paragraph 11 (c) the words "the Development Officer or delegated committee member" shall be deleted and replaced by the words "the Board";

(d) In paragraph 9 (e) the words "not covered within the terms of reference of the Development Officer" shall be deleted;

(e) Paragraphs 11 (d) and (e) shall be deleted;

(f) Paragraph 12 b) shall be deleted.

(g) The School shall be entitled to use the Wawn Pavilion for sporting purposes and sixth form teaching during normal school hours Provided that the school shall be responsible for

providing adequate security and supervision and pay a reasonable contribution towards the costs of cleaning after any such use

2. Subject always to the terms of a lease between the Trustees and the Company dated 10 August 1995 (as varied by a Deed dated 6th February 2010) the Company shall manage the Facilities on behalf of and under the direction of Swancat

3. Subject to the modifications and amendments by this Agreement the 1995 Agreement shall remain in full force and effect

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by JOHN STRATHEARN GORDON
Trustee for Newport Free Grammar School
in the presence of :-

J. S. Gordon

Solicitor
Bishop's Stortford

SIGNED by CHARLES KEITH HUDDLESTONE
Trustee for Newport Free Grammar School
in the presence of :-

C.K. Huddlestone

Solicitor
Bishop's Stortford

SIGNED By GORDON SCOTT
(Chairman of Saffron Walden Hockey Club)
in the presence of :-

12 Beck Road Saffron Walden

Headteacher

SIGNED by CHRISTINE PRICE
(Secretary of Saffron Walden Hockley Club)
in the presence of :-

16 BRAYBROOKE GDNS
SAFFRON WALDEN
DIRECTOR

SIGNED by PAUL GRAY
(Chairman of Governors of Newport Free Grammar School) in the presence of :-

P.R.C. Gray

FLAT 4
25, PUTNEY HILL
LONDON. SW15 6BE
EXECUTIVE ASSISTANT

SIGNED by SIMON HENRY COOKE
(director of Swan Astro Limited)
in the presence of :-

Solicitor
Bishop's Stortford

SIGNED by ANTHONY GRAHAM CROPPER
Director/Company Secretary of Swan Astro Limited) in the presence of :-

R F SCAIFE
Hufferus Hadstock
Retired.

SIGNED by SIMON HENRY COOKE
(Trustee of Swancat) in the presence of :-

Solicitor
Bishop's Stortford

SIGNED by ANTHONY GRAHAM CROPPER
(Trustee of Swancat) in the presence of :-

R F SCAIFE
Hufferus Hadstock
Retired