

DATED

30th January 2020

PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990

between

NEWARK AND SHERWOOD DISTRICT COUNCIL

and

RICHARD FERENC GOMBOS AND ROSALYN GOMBOS



NEWARK &
SHERWOOD
DISTRICT COUNCIL

RELATING TO RED HOUSE FARM NEWARK ROAD OLLERTON NOTTINGHAMSHIRE NG22 9PZ.

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THIS DEED is dated

30th January

2019/20

- (1) **Newark and Sherwood District Council** of Castle House, Great North Road, Newark NG24 1BY (**Council**).
- (2) **RICHARD FERENC GOMBOS** and **ROSALYN GOMBOS** of Pendlebury House, The Villas, Ollerton Road, Edwinstowe, Nottinghamshire NG21 9QF (**Owner**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property which is registered at IIM Land Registry in part with absolute title under Title Number NT286301 and in part with possessory title under Title Number NT424169 free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved that Planning Permission should be granted for the Development subject to the prior completion of this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

Base Rate: the higher of 5% and the base rate from time to time of National Westminster Bank Plc.

Children and Young People Contribution: the sum of £1,958.56 multiplied by the number of Dwellings which shall be used towards the provision and maintenance of open space for children and young people in the vicinity of the Property.

Commencement Date: the date Development Commences.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation and erection of any fences and hoardings around the Property. **Commence** and **Commences** shall be construed accordingly.

Community Facilities Contribution: the sum of £1,384.07 multiplied by the number of Dwellings for the provision, extension, maintenance, repair or enhancement of Ollerton Cemetery, Ollerton, and in the event of its demolition, closure or relocation any reasonable replacement for it, or such other community facility in the vicinity of the Property.

Default Interest Rate: 5% per annum above the Base Rate.

Development: the development of the Property as authorised by the Planning Permission.

Dwelling: any dwelling erected on the Property pursuant to the Planning Permission and the term 'Dwellings' means all of them.

Natural and Semi-Natural Green Space Contribution: the sum of £205.32 which shall be used towards the provision and maintenance of Natural and Semi-Natural Green Space in the vicinity of the Property.

Occupation: means occupation of the Development but shall not include fitting out and the terms "Occupy" and "Occupied" and cognate expressions shall be construed accordingly.

Plan: the plan attached to this deed at Annex A.

Planning Application: the application for outline planning permission validated by the Council on 16 October 2018 under reference number 18/01898/OUTM.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application in the draft form attached at Annex B.

Property: the land at Red House Farm Newark Road Ollerton Nottinghamshire NG22 9PZ as shown edged red on the Plan which is registered at HM Land Registry in part with absolute title under Title Number NT286301 and in part with possessory title under Title Number NT424169.

Section 73 Consent: means a planning permission granted pursuant to section 73 of the TCPA 1990 which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to section 73 of the TCPA 1990 was granted subject to.

TCPA 1990: Town and Country Planning Act 1990 (as amended).

Working Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree, allow or suffer that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3 CONDITIONS

- 3.1 This Deed is conditional upon:
- (a) the grant of Planning Permission, and
 - (b) the Commencement of Development save for the provisions of clause 8 which shall come into effect immediately on completion of this deed.

4 COVENANTS TO THE COUNCIL

- 4.1 The Owner covenant with the Council to:
- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1;
 - (b) give at least 5 working days written notice to the Council of the:
 - (i) intended Commencement Date;
 - (ii) Commencement Date;
 - (iii) date upon which the first Dwelling is Occupied;
 - (iv) date upon which the sixth Dwelling is Occupied; and
 - (v) date upon which the tenth Dwelling is Occupied.

5 NON-ENFORCEMENT

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

- (a) any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purposes of the supply of electricity, gas, water, drainage or telecommunication services; and
 - (b) the Owner or any successor or successors in title after he has disposed of his interest in the Property other than disposal of an interest in the nature of an easement or the benefit of a restriction or similar, but not so as to release the Owner from any antecedent breach, non-performance or non-observance of his obligations.
- (c) the owner – occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission nor against those deriving title from them**

6 DETERMINATION OF DEED

- 6.1 The obligations in this deed shall cease to have effect if before the Commencement of Development, the Planning Permission:
- (a) expires; or
 - (b) is quashed following a successful legal challenge.

7 LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

8 COSTS

- 8.1 The Owner shall pay to the Council on or before the date of this deed:
- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed; and
 - (b) the sum of £720 as a contribution towards the Council's costs of monitoring the implementation of this deed.

9 OWNERSHIP

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

10 DISPUTES

If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

11 NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

12 NO COMPENSATION PAYABLE

No compensation shall be payable by the Council as a result of the obligations contained in this deed.

13 WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

14 FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of this Deed.

15 AGREEMENTS AND DECLARATIONS

15.1 The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

16 SEVERANCE

- 16.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 16.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17 VALUE ADDED TAX

- 17.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 17.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

18 INDEXATION

- 18.1 Any sum payable to the Council in accordance with this deed shall be increased by an amount equivalent to the increase in the Retail Prices Index (RPI) from the date hereof until the date on which the sum is paid. For the avoidance of doubt, in the case of a decrease in RPI the change in RPI shall be deemed to be nil.
- 18.2 Where reference is made to an index and the index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

19 INTEREST ON LATE PAYMENT

Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

20 NOTICES

- 20.1 Any notice or other communication to be given under this deed must be in writing and must be:
- (a) delivered by hand;
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 20.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- (a) to the Council at Newark and Sherwood District Council, Castle House, Great North Road, Newark NG24 1BY or such other location as the Council may notify the Owner from time to time marked for the attention of the Council's Infrastructure Officer;
 - (b) to the Owner at the address noted above;
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 20.4 A notice given under this deed shall not be validly given if sent by e-mail.
- 20.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 SECTION 73 CONSENTS

- 21.1 If any Section 73 Consent is granted after the date of this deed:
- (a) the obligations in this deed shall relate to and bind such Section 73 Consent; and
 - (b) the definitions of Development, Planning Application and Planning Permission (other than for the purpose of clause 1) shall be construed to include reference to retrospectively the planning application for the Section

73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

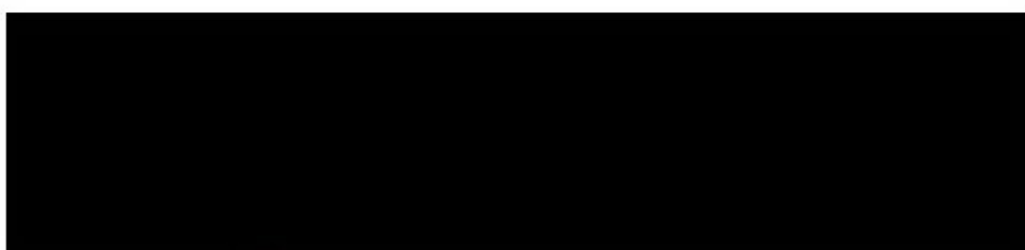
PROVIDED THAT in the event of a different section 106 obligation agreed by the Council being binding on any Section 73 Consent, this deed shall not apply to that permission if that separate section 106 obligation expressly states that it is in substitution for the obligations in this deed.

22 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of **NEWARK AND SHERWOOD DISTRICT COUNCIL** was affixed to this document in the presence of:



Deputy Chief Executive / ~~Director of Governance and Organisational Development~~

Signed as a deed by **RICHARD FERENC GOMBOS**
in the presence



Signature: ..

Signature of witness:

Name (in BLOCK CAPITALS): [REDACTED]

Address: [REDACTED]

Signed as a deed by **ROSALYN GOMBOS**
in the presence of

Signature: [REDACTED]

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): [REDACTED]

Address: [REDACTED]

Schedule 1 Covenants to the Council

The Owner covenants with the Council:

1. COMMUNITY FACILITIES CONTRIBUTION

- 1.1 to pay the Community Facilities Contribution to the Council prior to the Occupation of 6 (six) of the Dwellings;
- 1.2 not to Occupy 6 (six) or more of the Dwellings unless and until the Community Facilities Contribution has been paid to the Council;

2. CHILDREN AND YOUNG PEOPLE CONTRIBUTION

- 2.1 to pay the Children and Young People Contribution to the Council prior to the Occupation of 6 (six) of the Dwellings;
- 2.2 not to Occupy 6 (six) or more of the Dwellings unless and until the Children and Young People Contribution has been paid to the Council;

3. NATURAL AND SEMI-NATURAL GREEN SPACE CONTRIBUTION

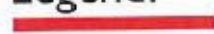

- 3.1 to pay the Natural and Semi-Natural Green Space Contribution to the Council prior to the Occupation of 6 (six) of the Dwellings; and
- 3.2 not to Occupy 6 (six) or more of the Dwellings unless and until the Natural and Semi-Natural Green Space Contribution has been paid to the Council.

Annex A. Plan

Location Plan:

North:

Legend:

-  Application site.
-  Adjacent sites in same ownership.



Project:

Proposed Residential Development:
Outline Planning Application.

Project Address:

**The Site of Red House Farm, Newark Road,
Ollerton, Nottinghamshire.**

Client:

Mr R Gombos.

Jackson Design Associates

Latimer House, Latimer Way,
Sherwood Energy Village,
Ollerton, Nottinghamshire, NG22 9QW

Telephone: (01623) 863 222

Facsimile: (01623) 863 555

www.jacksondesign.co.uk

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j·d·a

Scale (Size):

1:1250 (at A4).

Date:

April 2018

Drawing No (Rev):

18 / 1856 / LP

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Paper Size - Actual Size
0 10mm 20mm

A4

Annex B. Draft Planning Permission



Notice of Decision

Mr Darren Turner
 Jackson Design Associates
 Latimer House
 Latimer Way
 Sherwood Energy Village, Ollerton,
 NG22 9QW

Town and Country Planning Act 1990 (as amended)

Application for:	Outline Planning Permission Major
Application No:	18/01898/OUTM
Applicant:	Mr Richard Gombos
Agent:	Mr Darren Turner
Proposal:	Outline application with all matters reserved for residential development of up to 10 new dwellings including the demolition of the former Red House Farm
Site Address:	Site Of Red House Farm Newark Road Ollerton Nottinghamshire NG22 9PZ

Newark and Sherwood District Council as Local Planning Authority in pursuance of their powers under the said legislation **Grant Outline Planning Permission Major** for the development described in the above application, subject to the following conditions.

Conditions:

01

Applications for approval of reserved matters shall be made to the local planning authority not later than three years from the date of this permission.

The development hereby permitted shall begin not later than two years from the date of approval of the last of the reserved matters to be approved.

Reason: To comply with the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

02

Details of the access, appearance, landscaping, layout and scale ('the reserved matters') shall be submitted to and approved in writing by the local planning authority before development begins and the development shall be carried out as approved.

Reason: This is a planning permission in outline only and the information required is necessary for the consideration of the ultimate detailed proposal.

03

Any details submitted in relation to reserved matters for landscaping shall include a schedule (including planting plans and written specifications, cultivation and other operations associated with plant and grass establishment) of trees, shrubs and other plants, noting species, plant sizes, proposed numbers and densities. The scheme shall be designed so as to enhance the nature conservation value of the site, including the use of locally native plant species and shall include details of a management plan.

Reason: In order to ensure the landscaping of the site promotes biodiversity on the site in accordance with the aims of Core Policy 12 of the Newark and Sherwood Core Strategy (2019).

04

The development hereby permitted authorises the erection of no more than 10 dwellings.

Reason: To define the planning permission.

05

No part of the development hereby approved shall commence until a detailed surface water drainage scheme based on the principles set forward by the approved KSA Drainage Strategy ref 5081/DS01 dated April 2019 rev P3, has been submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The scheme shall be implemented in accordance with the approved details prior to completion of the development. The scheme to be submitted shall:

- Demonstrate that the development will use SuDS throughout the site as a primary means of surface water management and that design is in accordance with CIRIA C753.
- Limit the discharge rate generated by all rainfall events up to the 100 year plus 40% (for climate change) critical rain storm 5 l/s rates for the developable area.
- Provision of surface water run-off attenuation storage in accordance with 'Science Report SCO30219 Rainfall Management for Developments' and the approved FRA
- Provide detailed design (plans, network details and calculations) in support of any surface water drainage scheme, including details on any attenuation system, and the outfall arrangements. Calculations should demonstrate the performance of the designed system for a range of return periods and storm durations inclusive of the 1 in 1 year, 1 in 2 year, 1 in 30 year, 1 in 100 year and 1 in 100 year plus climate change return periods.
- For all exceedance to be contained within the site boundary without flooding new properties in a 100year+40% storm.
- Details of STW approval for connections to existing network and any adoption of site drainage infrastructure.
- Evidence of how the on-site surface water drainage systems shall be maintained and managed after completion and for the lifetime of the development to ensure long term

Reason: A detailed surface water management plan is required to ensure that the development is in accordance with NPPF and local planning policies. It should be ensured that all major developments have sufficient surface water management, are not at increased risk of flooding and do not increase flood risk off-site.

06

Before the development is commenced, details of bat boxes and bird nest boxes to be placed on either retained trees or new housing on the perimeters near to hedge/tree lines and a timetable of implementation shall be submitted to and approved in writing by the District Council. Once approved the bat boxes and bird nest boxes shall be erected in accordance with the approved details.

Reason: In order to enhance habitats on the site in accordance with the aims of Paragraph 118 of the National Planning Policy Framework (2019).

07

Details submitted pursuant to the first application for approval of reserved matters consent shall include a draft information leaflet to be distributed to all new residents within the development regarding the ecological value of the local area and the sensitivities of woodlark and nightjar, requesting that dog walking after dusk, during the breeding season within the key areas for nightjar, is avoided. Once approved by the local planning authority in consultation with the Nottinghamshire Wildlife Trust, the information leaflet shall form part of the 'welcome pack' to be distributed by the developer of the site to first occupants following legal completion.

Reason: In order to protect biodiversity in the District in accordance with the aims of Core Policy 12 of the Newark and Sherwood Core Strategy (2019).

08

The development hereby approved shall be carried out in accordance with Appendix 1 of the Protected Species Survey undertaken by C.B.E Consulting dated 31st August 2018 in respect to the procedure to follow if bats are unexpectedly discovered during works to the existing building.

Reason: In order to protect biodiversity in the District in accordance with the aims of Core Policy 12 of the Newark and Sherwood Core Strategy (2019).

09

The building which exists on site shall not be demolished and no hedge or tree that is to be removed as part of the development hereby permitted shall be lopped, topped, felled or otherwise removed during the bird nesting period (beginning of March to end of August inclusive) unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that adequate provision is made for the protection of nesting birds on site.

010

Any reserved matters submission in relation to securing details of the access to the development hereby approved shall be accompanied by details to show the provision of suitable visibility splays in accordance with actual vehicle speeds along Newark Road, parking and turning facilities, access width, gradient, surfacing, and drainage. All details submitted to the Local Planning Authority for approval shall comply with the current Highway Design Guide and shall be implemented as approved.

Reason: To ensure the development is constructed to adoptable standards.

011

Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until Parts A to D of this condition have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until Part D has been complied with in relation to that contamination.

Part A: Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - o human health;
 - o property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes;
 - o adjoining land;

- o ground waters and surface waters;
- o ecological systems;
- o archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Part B: Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Part C: Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

Part D: Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of Part A, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of Part B, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with Part C.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

Note to Applicant

01

You are advised to consider whether there are opportunities to incorporate innovative boundary measures to restrict public access and cat access to the areas important for woodlark and nightjar when submitting details relating to the reserved matters.

02

The applicant is advised that all planning permissions granted on or after the 1st December 2011 may be subject to the Community Infrastructure Levy (CIL). Full details of CIL are available on the Council's website at www.newark-sherwooddc.gov.uk/cil/

The proposed development has been assessed and it is the Council's view that CIL is not payable on the development hereby approved as the development type proposed is zero rated in this location.

03


This application has been the subject of discussions during the application process to ensure that the proposal is acceptable. The District Planning Authority has accordingly worked positively and pro-actively, seeking solutions to problems arising in coming to its decision. This is fully in accordance with Town and Country Planning (Development Management Procedure) Order 2010 (as amended).

04

NCC Flood Team wish for the following comments to be included as an informative:

We ask to be re-consulted with any changes to the submitted and approved details of any FRA or Drainage Strategy which has been provided. Any deviation from the principles agreed in the approved documents may lead to us objecting to the discharge of conditions. We will provide you with bespoke comments within 21 days of receiving a formal consultation.

A copy of the decision notice and the officer/committee report are available to view on the Council's website.


Authorised Officer on behalf of Planning Development, Newark and Sherwood District Council

Date:

Note: Attention is drawn to the attached notes.

Important note:

This permission refers only to that required under the town and country planning acts and does not include any consent or approval under any other enactment, byelaw, order or regulation, including the passing of plans for the purpose of the building regulations which requires additional approval and a separate application must be submitted.

Approval of details (Reserved Matters): Applicants who receive an approval of details, known as "reserved matters", under previous outline permission are reminded of the requirements as to commencement of the development within the time specified in the conditions attached to the outline permission and to ensure that any other conditions attached to that outline permission are complied with.

Discharge of Conditions: Please note the Discharge of Condition incurs a nationally set fee and the service normally has 8 weeks to respond to each request from date of receipt. Further details are available on our website at: www.newark-sherwooddc.gov.uk/planning/whathappensafterpermissionisdecided/

Appeals to the Secretary of State: If you disagree with the decision of the Local Planning Authority to grant it subject to conditions, then you can appeal to the Planning Inspectorate. It is important to note that there are different time periods in which you can appeal from the date of this notice. Please note, if you seek an inquiry you are asked to give the Planning Inspectorate and local planning authority at least 10 days' notice that you intend to submit an inquiry appeal. Further information is available on the Planning Inspectorates website at www.gov.uk/appeal-planning-inspectorate or contact their customer support team by telephone 0303 444 5000 or email enquiries@planninginspectorate.gov.uk

Minor Amendments (not applicable to Listed Building Consent): If you wish to make alterations to a scheme after it has been granted planning approval, some minor changes to approved plans can be dealt with under an amended plan procedure. If this is an option you wish to pursue, the relevant application forms entitled "Application for a non-material amendment following a grant of planning permission" should be completed and returned to us along with scaled plans showing the proposed amendments and a fee. You can submit (and view guidance) your applications online or alternatively, please telephone our Customer Services on 01636 650000 who can arrange for a set to be posted to you.

We will in most cases accept the following as minor amendments to previously approved plans:

- Reduction in the volume/size of the building/extension
- Reduction in the height of the building/extension
- Amendments to windows/doors/openings that will not have any impact on neighbouring properties

However, this advice is given on an informal basis only and is therefore not binding on any future recommendation, which may be made to the Council or any formal decision by the Council. We consider the following to normally take a development beyond the scope of the permission and will therefore require a fresh application to be submitted:

- Significant increase in the volume of the building/extension
- Significant increase in the height of the building/extension
- Changes which would conflict with a condition on the original approval
- Additional and/or repositioned windows/doors/openings that will have an impact on neighbouring properties
- Changes which would alter the description of development from the original application
- Amendments that would warrant re-consultation either of neighbours, council departments or statutory bodies

Further details are available on our website at:
www.newark-sherwooddc.gov.uk/planning/whathappensafterpermissionisdecided/

Disposal of any building waste: If you are having any building or remedial work done on your home or constructing a new dwelling, you have a 'Duty of Care' to ensure your waste is disposed of properly. Any contractor you employ or even if you arrange to have any construction or demolition waste removed yourself, the person you give it to must be a registered waste carrier. You should ask to see their Waste Carriers Licence and obtain a receipt for any waste which is removed. To ensure they are registered, you can also check with the Environment Agency online or by telephoning 08708 506506.

Help to keep our District a cleaner and less polluted place.