

5106/438

**ASHFIELD DISTRICT COUNCIL  
MEMORANDUM**

**TO: LOCAL LAND CHARGES**

**FROM: PLANNING AND BUILDING CONTROL SUPPORT TEAM**

**LEADER**

**SUBJECT: LAND OFF MANSFIELD ROAD/UNWIN ROAD EASTFIELD  
SIDESUTTON IN ASHFIELDNOTTINGHAMSHIRE**

**DATE: 18/11/2013 REF: V/2012/0297**

Would you please register the above Section 106 Agreement (Town & Country Planning Act 1990) between:

**Peveril Homes Limited**

and

**Ashfield District Council as a Local Land Charge**

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**AGREEMENT AND PLANNING OBLIGATION**  
**under Section 106 of the Town and Country Planning Act 1990 (as**  
**amended)**  
**relating to land off Unwin Road, Eastfield Side, Mansfield Road, Sutton In Ashfield**

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**PEVERIL HOMES LIMITED**

**- and -**

**ASHFIELD DISTRICT COUNCIL**

**DATED 15<sup>th</sup> November 2013**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20

BETWEEN:

(1) PEVERIL HOMES LIMITED (Company Registered Number: 01888444) whose registered office is at High Edge Court, Church Street, Heage, Belper, Derbyshire, DE56 2BW ("the Owner")

(2) ASHFIELD DISTRICT COUNCIL of Council Offices, Urban Road, Kirby-in-Ashfield, Nottinghamshire, NG17 8DA ("the Council")

**1. Definitions**

IN THIS AGREEMENT the following words and phrases shall have the following meaning:-

1.1 "the Act" means Town and Country Planning Act 1990 (as amended) and terms not otherwise defined in this Agreement have the meaning ascribed to them in the Act unless a contrary intention appears

1.2 "Affordable Housing Units" means the five Dwellings to be constructed on the Application Site being plot numbers 20 and 33 to 36 (inclusive) shown on the Layout Plan and which shall be provided by the Owner in accordance with the terms of Clause 6 and the Fourth Schedule

1.3 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement and where this Agreement requires any matter to be approved by the Council such approval shall not be unreasonably withheld or delayed

1.4 "the Application" means the Planning Application dated 27<sup>th</sup> June 2012 in respect of the Proposed Development to which has been allocated the Council's planning application reference No. 2012/0297

1.5 "the Application Site" means the land off Unwin Road, Eastfield Side, Mansfield Road, Sutton-in-Ashfield for which planning permission is

sought to carry out the Proposed Development and which is shown for the purposes of identification only edged red on the Plan

1.6 "the Blue Land" means that part of the Application Site which is shown for the purposes of identification only shaded blue on the Plan

1.7 "Chartered Surveyor" means a member of the Royal Institution of Chartered Surveyors appointed by the Owner but first approved by the Council

1.8 "Commencement of the Proposed Development" or cognate terms means the point at which the Owner has implemented the Planning Permission by carrying out a material operation as defined in Section 56(4) (a)-(d) of the Act provided that the carrying out of development comprising trial holes bore pits or other ground investigation works or any other works relating to archaeology, ground surveys, works of demolition or the erection of contractors work compound, site office fencing and advertisement hoardings shall not constitute Commencement of the Proposed Development and reference to "Commence" shall be construed accordingly

1.9 "Dwelling(s)" means separate residential unit(s) and shall include both Affordable Housing Unit(s) and non-Affordable Housing Unit(s)

1.10 "Education Authority" means Nottinghamshire County Council or such other Local Government Authority or public body as shall for the time being have the statutory duty to provide compulsory state education within the area of Sutton-in-Ashfield

1.11 "the Education Contribution" means the sum of ONE HUNDRED AND TWENTY-SIX THOUSAND AND FIVE POUNDS (£126,005.00) to be paid to the Council by the Owner and applied by the Council towards procuring the Education Need the need for which directly arises from the Proposed Development

1.12 "Education Need" means the provision of at least 10 additional primary school places within a two mile radius of the Application Site

- 1.13 "Eligible Household(s)" means a person or household identified in accordance with the relevant Registered Provider's selection criteria as being in need of affordable housing
- 1.14 "the Green Land" means that part of the Application Site which is shown for the purposes of identification only shaded green on the Plan
- 1.15 "Homes and Communities Agency" means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).
- 1.16 "Intermediate Housing" means housing at prices and rents above those of social rent, but below market price or rental, and including shared equity/ownership products (e.g. Homebuy), or other low cost homes for sale and intermediate rent.
- 1.17 "the Layout Plan" means the layout plan drawing number 6256 P 420N dated May 2012 attached to this Agreement and references to Plot numbers are to the plots and house types shown and numbered on that plan.
- 1.18 "non-Affordable Housing Units" means the Dwellings to be constructed on the Application Site which are to be offered for sale at 100 per cent of the then prevailing Open Market Value excluding the Affordable Housing Units
- 1.19 "the Obligations" means the planning obligations contained or referred to in the First, Third and Fourth Schedules to this Agreement
- 1.20 "Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to "Occupied" and "Occupy" shall be construed accordingly

- 1.21 "Open Market Value" means the estimated price or premium for which the sale of the freehold estate or the grant of a long leasehold interest in land (not being a rack rented lease) for the use thereof specified in this Agreement should complete on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion
- 1.22 'the On-Site POS' means any and all land designated as public open space on the Layout Plan which is laid out as public open space pursuant to Condition 4 the Planning Permission and which is outlined in olive green on the Layout Plan
- 1.23 "the Orange Land" means that part of the Application Site which is shown for the purposes of identification only shaded orange on the Plan
- 1.24 "the Plan" means the plan attached to this Agreement
- 1.25 "the Planning Permission" means a planning permission issued by the Council pursuant to the Application
- 1.26 "the POS Sum" means the sum of FIFTY THOUSAND POUNDS (£50,000.00) to be paid to the Council by the Owner and applied by the Council towards the improvement of existing open space and/or the provision of new open space and or the planting of community woodland within the administrative district of Ashfield in Nottinghamshire the need for which directly arises from the Proposed Development
- 1.27 "the Proposed Development" means the erection of fifty dwellings, roads and public open space and demolition of building as more particularly described in the Application

1.28 "Registered Provider" means a provider of social housing for the time being entered on the register of providers of social housing maintained pursuant to Section 111 of the Housing and Regeneration Act 2008

1.29 "Social Rented Housing" means rented housing owned and managed by Registered Providers, for which guideline target rents are determined through the national rent regime or provided under equivalent rental arrangements agreed by the local authority or with the Homes and Communities Agency and / or the Tenant Services Authority as a condition of grant funding

"the Transport Contribution" means the sum of TWENTY-FOUR THOUSAND THREE HUNDRED POUNDS (£24,300.00) to be paid to the Council by the Owner and applied by the Council towards procuring local integrated transport improvements to Mansfield Road.

1.30 Any reference to any statutory body (other than the parties to this Agreement) shall include any body to which (whether before or after the making of this Agreement) the relevant powers or duties of that statutory body shall be transferred.

2. Recitals

WHEREAS:-

2.1 The Owner is registered at H.M. Land Registry as the proprietor of the Blue Land with title absolute under title number NT259197

2.2 The Owner is registered at H.M. Land Registry as the proprietor of the Green Land with title absolute under title number NT447536

2.3 The Owner is registered at H.M. Land Registry as the proprietor of the Orange Land with title absolute under title number NT209309

2.4 The Owner has submitted to the Council the Application for planning permission for the Proposed Development

2.5 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Application Site is situated and is the authority by whom the obligations hereby created are enforceable

2.6 The Council's Local Plan Review adopted in November 2002 contains inter alia Policy HG6 (Public Open Space) and TR6 (Transport Provision) and the Council has adopted a Supplementary Planning Document entitled 'Affordable Housing' in July 2009

2.7 The Council resolved on 9<sup>th</sup> May 2013 to grant the Planning Permission for the Proposed Development in accordance with the Application and subject to the terms of this Agreement without which the Planning Permission would not be granted

2.8 The Owner has agreed to enter into this Agreement for the purpose of procuring the issue of the Planning Permission and to create planning obligations in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations contained on the terms of this Agreement

### 3. Enabling Powers

3.1 The parties hereto enter into this Agreement under and pursuant to Section 106 of the Act.

3.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other powers so enabling.

### 4. Planning Obligations

4.1 The Obligations are planning obligations for the purposes of Section 106 of the Act to the intent that the Obligations shall, subject to clause 7.3 and 7.4 be binding and enforceable without time limit against the



Owner and any persons deriving title from him in the manner specified in Section 106 of the Act.

4.2 The Council is the Authority entitled to enforce the Obligations.

5. **Conditionality**

The Obligations are conditional upon the issue of the Planning Permission.

6. **Covenant**

The Owner hereby covenants with the Council pursuant to Section 106 of the Act that the Application Site shall be subject to the Obligations and that the Owner will at his own expense duly carry out and perform the Obligations

7. **Agreements and Declarations**

It is agreed and declared as follows:

7.1 Any reference to a party to this Agreement shall where the context so admits include their successors in title and assigns and the expression "the Council" shall include any successor authority

7.2 Words importing one gender shall be construed as importing any gender, and words importing the singular shall be construed as importing the plural and vice versa

7.3 No person shall be liable for breach of covenant contained in this Agreement after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

7.4 The Obligations shall not be enforceable against:

7.4.1 the buyers or occupiers of a single Dwelling erected on the Application Site pursuant to the Planning Permission; or

7.4.2 a statutory undertaker after a transfer of the statutory apparatus and / or any land within the Application Site upon or in which the statutory apparatus is situated or is to be situated by the Owner to that statutory undertaker

7.5 The provisions of the Second Schedule shall apply to any monies paid pursuant to the First Schedule, and the provisions of paragraphs 10.1 and 10.2 of the Fourth Schedule shall apply to any monies paid pursuant to paragraph 10 thereof

7.6 If the Planning Permission having been granted shall expire before the Proposed Development is begun, or shall at any time be revoked or otherwise withdrawn or modified without the consent of the Owner or their successors in title, this Agreement shall forthwith determine and cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be)

7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the one relating to the Proposed Development as specified in the Application) granted after the date of this Agreement

7.8 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

7.9 The Agreement is a Local Land Charge and shall be registered as such

7.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

7.11 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement and headings to

clauses paragraphs and Schedules in this Agreement are for reference only and shall not affect the construction of this Agreement

7.12 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing

8. Costs

The Owner shall on the execution of this Agreement pay the Council's costs incurred in the preparation and settlement of this Agreement in the sum of £4,750.00

**IN WITNESS** whereof the parties have executed this Agreement as a Deed the day and year first before written

**EXECUTED AS A DEED by the said  
PEVERIL HOMES LIMITED  
acting by two Directors or a  
Director and its Secretary**

**EXECUTED AS A DEED by  
ASHFIELD DISTRICT COUNCIL  
having affixed its COMMON SEAL  
to this deed in the presence of**

32515

Plan

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Date: 10 Sep 2012

Scale: 1 to 1250

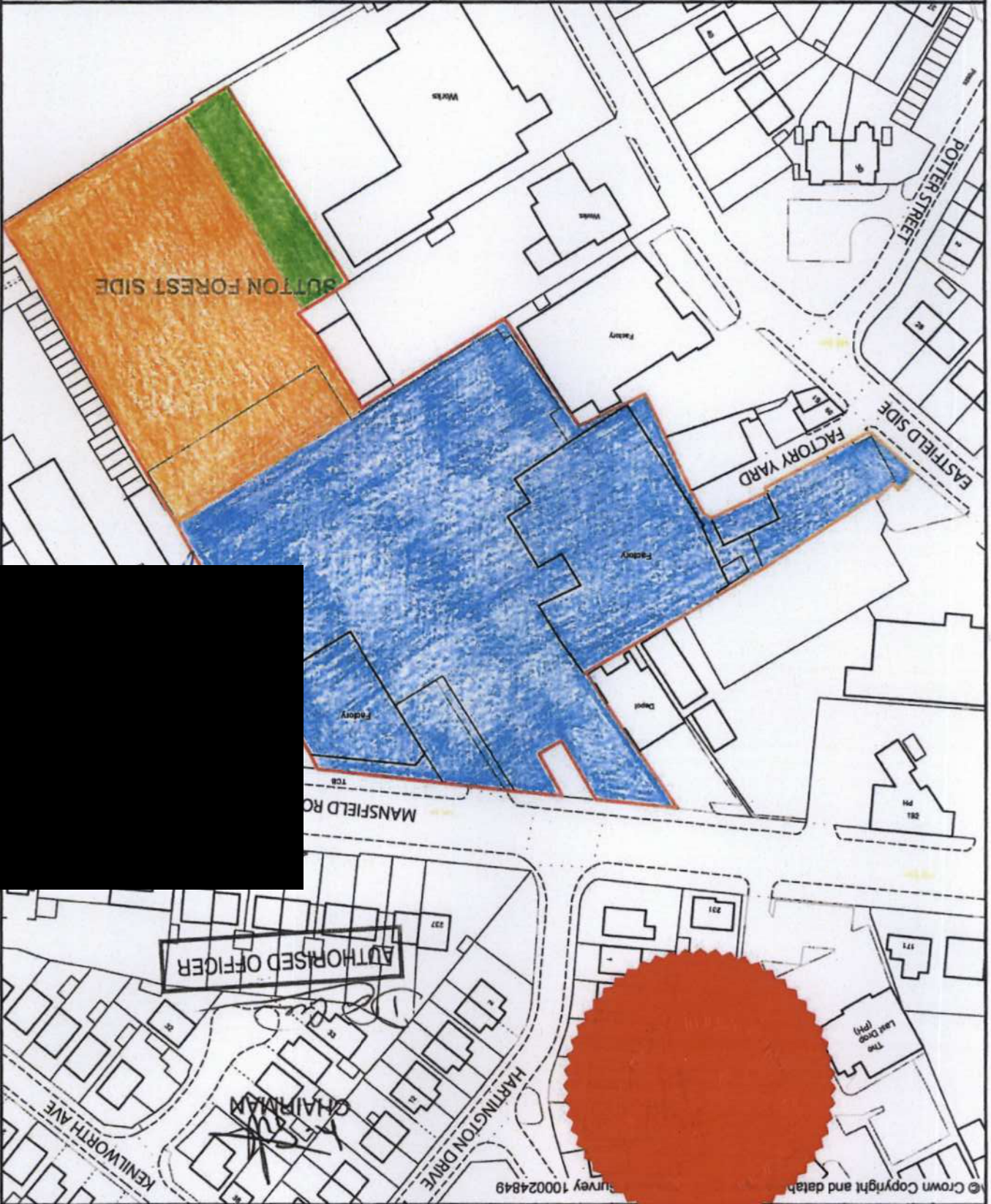
# Ashfield



Eastfield Side Land Off Mansfield Road/Unwin Road, Sutton In Ashfield

V/2012/0297

Section 106 Plan



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32512

This drawing is to be checked against all other relevant drawings including those by specialist. Copyright of Henry Mein Partnership DO NOT SCALE

Revision	Date	By	Checked	No
1	2009/01	JEB	NH	A
2	2009/01	JEB	NH	B
3	2009/02	JEB	NH	C
4	2009/02	JEB	NH	D
5	2009/02	JEB	NH	E
6	2009/02	JEB	NH	F
7	2009/02	JEB	NH	G
8	2009/02	JEB	NH	H
9	2009/02	JEB	NH	I
10	2009/02	JEB	NH	J
11	2009/02	JEB	NH	K
12	2009/02	JEB	NH	L
13	2009/02	JEB	NH	M
14	2009/02	JEB	NH	N
15	2011/12	JEB	NH	O

- Materials:**
- Asphalt (Standard road surf)
  - Gravel
  - Concrete
  - Brick
  - Timber
  - Stone
  - Plaster
  - Paint
  - Roofing
  - Fencing
  - Landscaping

- Notes:**
1. All work to be done in accordance with the latest editions of the relevant British Standards.
  2. The site is to be developed in accordance with the requirements of the relevant planning permission.
  3. The site is to be developed in accordance with the requirements of the relevant planning permission.
  4. The site is to be developed in accordance with the requirements of the relevant planning permission.
  5. The site is to be developed in accordance with the requirements of the relevant planning permission.
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  7. The site is to be developed in accordance with the requirements of the relevant planning permission.
  8. The site is to be developed in accordance with the requirements of the relevant planning permission.
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  11. The site is to be developed in accordance with the requirements of the relevant planning permission.
  12. The site is to be developed in accordance with the requirements of the relevant planning permission.
  13. The site is to be developed in accordance with the requirements of the relevant planning permission.
  14. The site is to be developed in accordance with the requirements of the relevant planning permission.
  15. The site is to be developed in accordance with the requirements of the relevant planning permission.

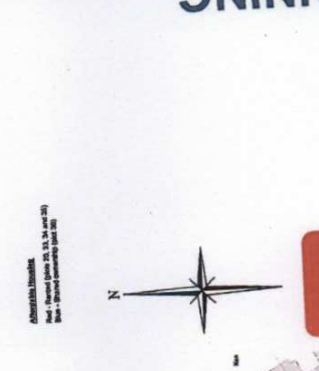
**Scale:** 1:500 @ A1

**Drawn by:** JEB

**Checked by:** NH

**Date:** May 2011

**Project No:** 6256 P 420N



# PLANNING

**Peveril Homes Ltd**  
 Residential Development  
 Mansfield Road  
 Sutton in Ashfield

**Site Plan**  
 1:500 @ A1  
 May 2011-6256 P 420N  
 Checked By: NH

**Henry Mein Partnership Architects**  
 LAYOUT PLAN

Ashfield District Council  
 Received: 14/11/2012

*(Signature)*  
 CHAIRMAN

*(Signature)*  
 AUTHORISED OFFICER



## FIRST SCHEDULE

### THE OBLIGATIONS

The Owner hereby covenants with the Council as follows:

1. The POS Sum shall be paid to the Council:
- 1.1 £25,000.00 prior to the Commencement of the Proposed Development;
- 1.2 £25,000.00 prior to first Occupation of the 25<sup>th</sup> Dwelling
2. The Transport Contribution shall be paid to the Council prior to the Commencement of the Proposed Development.
3. The Education Contribution shall be paid to the Council:
- 3.1 £63,002.50 prior to the Commencement of the Proposed Development;
- 3.2 £63,002.50 prior to first Occupation of the 25<sup>th</sup> Dwelling.
4. Where any amount is payable pursuant to the provisions of this First Schedule the amount to be paid shall be adjusted for inflation in accordance with the following formula :-

$$(P + A) \times B$$

Where:-

P = the amount payable pursuant to this First Schedule  
A = the 'all items' figure of the Retail Prices Index published by the Office for National Statistics or any successor body (the 'RPI figure') in respect of the month in which the Planning Permission is granted.  
B = the RPI figure for the month in which the relevant payment is made or (if earlier) falls due to be made

But so that if at any time B shall be less than A the amount payable pursuant to the relevant paragraphs as the case may be shall nevertheless be paid in full without reduction

*PROVIDED ALWAYS that :*

(a) if such sum(s) or any part thereof shall not be paid before the actual due dates referred to in paragraphs 1 to 3 inclusive of this Schedule it shall carry interest at 4% above the Bank of England base rate per annum from the date of actual commencement until actual payment and no further Dwellings built upon the Application Site beyond a specified payment trigger shall be Occupied whilst such sum(s) or any part thereof (including interest as aforesaid) remains unpaid.

(b) payment of the commuted sum(s) shall not in itself constitute Commencement of the Proposed Development for the purposes of implementing the Planning Permission



## SECOND SCHEDULE

### TREATMENT OF COMMUTED SUMS

#### PART ONE

The following provisions shall apply to any sum paid pursuant to Paragraphs 1 or 2 (as the case may be) of the First Schedule:-

1. Any POS Sum or Transport Contribution received by the Council shall be ring fenced and be spent only in accordance with the following provisions of this Schedule and shall be kept at all times in an interest bearing account until used for the purposes herein specified.

2. The POS Sum shall only be spent for the purposes identified in the definition of POS Sum and as mentioned in Policy HG6 of the Council's Local Plan Review

3. The Transport Contribution shall only be spent for the purposes identified in the definition of the Transport Contribution and as mentioned in Policy TR6 of the Council's Local Plan Review

4. If any POS Sum or Transport Contribution has not been used by the Council by the fifth anniversary of the date on which the final payment was made then upon receipt by the Council of written notice by the Owner requiring that such POS Sum and / or Transport Contribution be repaid the Council shall repay it (together with interest that has accrued thereon) to the Owner (or its nominee). For the avoidance of doubt, any part of a POS Sum or Transport Contribution spent by the Council after the fifth anniversary of the payment but before the Council is served with written notice pursuant to this paragraph shall not have to be repaid to the Owner

5. At any time prior to the fifth anniversary of the making of a POS Sum or Transport Contribution the Council shall upon written request by the Owner supply to the Owner reasonable short particulars of any expenditure from that POS Sum or Transport Contribution made by the Council pursuant to the provisions of this Schedule provided that the Council shall be under no further

10. Where the Council has received more than one Education Contribution in respect of the same Education Need, whether from the Owner or other owners of sites which also give rise to the same Education Need, the Education

9. As soon as the Council is satisfied that the Education Authority has let a contract for work to meet the Education Need or has otherwise entered into a binding commitment to meet it the Council may in its absolute discretion release to the Education Authority a sum from the amount(s) ring fenced by the Council to meet the Education Need up to an amount which the Council in its absolute discretion is satisfied that the Education Authority has committed to meet the Education Need.

8. The Council will work in conjunction with the Education Authority to procure that capital expenditure is undertaken by the Education Authority to make provision for the Education Need. The Council at its sole discretion will agree with the Education Authority a programme of works to alleviate the Education Need but will, if at any time requested by the Owner in writing, advise the Owner of any works agreed pursuant to this paragraph.

7. Any Education Contribution received by the Council shall be ring fenced and be spent only in accordance with the following provisions of this Schedule and shall be kept at all times in an interest bearing account until used for the purposes herein specified.

The following provisions shall apply to any sum paid pursuant to Paragraph 3 of the First Schedule:-

PART TWO

6. For the purposes of this Part One of this Second Schedule 'Owner' shall mean the Owner (or its nominee) by whom the payment is actually made and not their successors in title

obligation to answer any such request after they have given sufficient particulars pursuant to this paragraph showing that the whole of such POS Sum or Transport Contribution as the case may be has been expended.

Contributions received by the Council shall be applied by them in payment to the Education Authority in the order in which they were received by the Council.

11. If the Education Authority has not contractually committed itself to spend all or any of the Education Contribution by the fifth anniversary of the date on which the final instalment of the Education Contribution was paid then upon receipt by the Council of written notice by the Owner requiring the Education Contribution to be repaid the Council shall repay the uncommitted part of the Education Contribution or procure its repayment (together with interest that has accrued thereon) to the Owner (or its nominee). For the avoidance of doubt, any sum paid out of an Education Contribution by the Council to the Education Authority after the fifth anniversary of the payment but before the Council is served with written notice pursuant to this paragraph shall not have to be repaid to the Owner.

12. At any time prior to the fifth anniversary of the making of a Education Contribution the Council shall upon written request by the Owner supply to the Owner reasonable short particulars of any expenditure from that Education Contribution made by the Council pursuant to the provisions of this Schedule provided that the Council shall be under no further obligation to answer any such request after they have given sufficient particulars pursuant to this paragraph showing that the whole of such Education Contribution as the case may be has been expended by way of payment to the Education Authority

13. For the purposes of this Part Two of this Second Schedule 'Owner' shall mean the Owner (or its nominee) by whom the payment is actually made and not their successors in title.

## THIRD SCHEDULE

### ON-SITE PUBLIC OPEN SPACE PROVISION

1. No Development anywhere on the Application Site shall Commence until a management scheme has been agreed by the Council as required by Condition 4 of the Planning Permission ('the Agreed Scheme') which shall thereafter be implemented by the Owner who shall improve and thereafter manage the On-Site POS in accordance with the requirements of the Agreed Scheme.

## FOURTH SCHEDULE

### AFFORDABLE HOUSING OBLIGATIONS

1. Subject to the provisions of this Schedule the Owner shall construct on the Application Site a total of 5 Affordable Housing Units as part of the Proposed Development such units to be constructed in accordance with the plans submitted with the Application and approved pursuant to the Planning Permission and which are shown as plots 20, 33, 34, 35 and 36 on the Layout Plan and the Owner may not dispose of such units save in accordance with the following terms of this Schedule.

2. All Affordable Housing Units shall

- 2.1. be built out to a standard capable of meeting the requirements of the Homes and Communities Agency (or any authority which hereinafter assumes the Agency's statutory duties and functions) and which are subsidised housing which meets the needs of Eligible Households at a cost low enough for them to afford, determined with regard to local incomes and local house prices, in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it); and

- 2.2. be provided with a vehicular access foul and surface water sewers and water gas electricity and telecommunication service systems linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Proposed Development and connected ultimately to highways and sewers maintainable at the public expense.

3. The Owner shall not permit the first Occupation of:

- 3.1 more than 25 of the non-Affordable Housing Units to be built on the Application Site pursuant to the Application until plots 33, 34, 35 and 36 of the Affordable Housing Units have been transferred in accordance with paragraph 4 of this Schedule to a Registered

Provider drawn from a list of Registered Providers approved in writing by the Council, nor

3.2 more than 40 of the non-Affordable Housing Units to be built on the Application Site pursuant to the Application until plot 20 of the Affordable Housing Units has been transferred in accordance with paragraph 4 of this Schedule to a Registered Provider drawn from a list of Registered Providers approved in writing by the Council

4. The transfer(s) to the Registered Provider shall be in a form approved by the Council's Solicitor and on terms that will ensure that the Affordable Housing Units on plots shown shaded red on the Layout Plan, being plot numbers 33, 34, 35 and 36 are made available as Social Rented Housing and the plot shown shaded blue on the Layout Plan and being plot 20 be provided by way of Intermediate Housing.

5. Beginning not later than the date of Commencement of the Proposed Development the Owner shall enter into negotiations with a Registered Provider or Registered Providers drawn from the Council's approved list or such other Registered Provider(s) as may be approved in writing by the Council for the transfer to that Registered Provider or Registered Providers of the Affordable Housing Units. The negotiations shall be pursued by the Owner in good faith and details shall be supplied to the Council upon written request.

6. Provided always that the Owner shall have complied with paragraph 5 of this Schedule in respect of the Application Site but no approved Registered Provider has been approved by the Council or no Registered Provider is willing to take a transfer of the Affordable Housing Units on the Application Site by the date when (in the case of plots 33, 34, 35 and 36) 25 of the non-Affordable Housing Units or (in the case of plot 20) 40 of the non-Affordable Housing Units have been Occupied the restrictions on transfer of the non-Affordable Housing Units contained in paragraph 3 of this Schedule may be varied by the Owner giving written notice to the Council that with effect from the date of such notice the provisions of paragraph 7 of this Schedule following shall apply instead of the said paragraph 3 of this Schedule.

7. From the date of a notice given pursuant to paragraph 6 of this Schedule the Owner may transfer the Affordable Housing Units to any Registered Provider and upon such terms as the Council acting reasonably may agree and upon the making of such a transfer the restrictions on occupation of the non-Affordable Housing Units on the Application Site shall cease.

8. If not less than six months have elapsed from the giving of a notice pursuant to paragraph 6 of this Schedule and the Owner shall have been unable to transfer the Affordable Housing Units in respect of which the notice was given pursuant to paragraph 7 of this Schedule the Owner shall then be free to make first disposal of dispose of such unit(s) to

8.1. a Registered Provider on such terms as may be agreed between the Owner and the Registered Provider; or

8.2. the Council; or

8.3. any other organisation or body whose principal business is the provision of affordable housing on such terms as may be agreed between the Owner and that body; or

8.4. a person or persons approved by the Council as being on the housing register for the time being of the Council or in need of housing accommodation of the type which it is proposed to transfer to him and always provided that any transfer made pursuant to this sub-paragraph 8.4 is of the freehold interest and on the following terms:

8.4.1. the maximum price payable to the Owner in respect of the sale of an Affordable Housing Unit shall not exceed 75% of the Open Market Value as certified by a Chartered Surveyor drawn from a list prepared by the Council or in default of preparing or maintaining such a list who practices within a 15 mile radius of the Application Site

8.4.2. The transfer to a person specified in this sub-paragraph 8.4 shall contain a covenant binding on the transferee and all subsequent

transferees for a period of thirty years from the date of the first transfer by the Owner that

8.4.2.1. no subsequent transfer shall take place within the said period of thirty years save a disposal of the freehold or leasehold interest in the Affordable Housing Unit at a price or premium which does not exceed 75% of the Open Market Value of the said Affordable Housing Unit at the date of disposal as certified by a Valuer or Chartered Surveyor in the manner described in sub-paragraph 8.4.1 of this Schedule, and

8.4.2.2. no letting of the Affordable Housing Unit shall take place within the said period except at a rental not exceeding 75% of the market rental income for a property of that type as certified by a Valuer or Chartered Surveyor in the manner above described

8.4.3. The transfer to a person specified in this paragraph 8.4 of this Schedule shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will procure a direct covenant from each successive transferee in favour of the Council to observe and perform all of the covenants specified in this sub-paragraphs and all of its sub-sub-paragraphs and sub-sub-sub-paragraphs

8.4.4. The transfer to a person specified in this sub-paragraph 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will on each transfer of the Affordable Housing Unit apply to the Chief Land Registrar for the following Restriction to be entered in the Register of the title in the property:-



"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that provisions of paragraph 8.4 of the Fourth Schedule an Agreement dated [ ] and made under Section 106 of the Town and Country Planning Act 1990 between Peveril Homes Limited (1) and Ashfield District Council (2) have been complied with"

8.4.5. Nothing in the transfer shall operate to restrict delay limit or prevent the immediate occupation or disposal of any Affordable Housing Units to or by a person and those living with him where such occupation or disposal arises as a result of a Court Order or any other statutory provision or presumption or will or intestacy but subject always to the strict compliance by any transferee of the legal estate with the provisions of this sub-paragraph 8.4 before any further disposal for value of the legal estate takes place

9 If not less than twelve months have elapsed from the giving of a notice pursuant to paragraph 6 of this Schedule the Owner may dispose of the freehold interest in the Affordable Housing Units in respect of which the notice was given to any person (whether or not that person qualifies with the requirements of sub-paragraph 8.4 of this Schedule) provided that the transfer to him complies in all respects with the requirements of the said sub-paragraph 8.4, its sub-sub-paragraphs and sub-sub-sub-paragraphs.

10 If at any stage the Owner and the Council so agree any of the Affordable Housing Units may be sold in the open market without restriction and the Owner shall be entitled to retain the proceeds of sale therefrom save that the Owner shall pay to the Council not later than 14 days from the date of the legal completion of the relevant sale a sum equal to 40% of the actual sale price of the Affordable Housing Unit inclusive of standard fixtures and fittings but disregarding the value of any additions made thereto or extras included by the Owner as part of the sale and always provided that

10.1 Any sums paid to the Council pursuant to paragraph 10 of this Schedule shall be held by them in an interest bearing account and shall be applied

solely for the purpose of providing affordable housing be it for rental shared ownership or discounted market sale within the District of Ashfield

10.2 If any of the sums paid to the Council for the purpose of providing affordable housing have not been spent within 5 years of the date of the last such payment then those sums shall be repaid together with interest to the person who paid the sums to the Council (or its nominee) and where there is more than one such person the sums paid by each shall be clearly identifiable whether held in the same account or not

11 The covenants within this Schedule are not intended to bind:

11.1 any person owning the freehold or leasehold of an individual Affordable Housing Unit including any mortgagee of any such person save where an Affordable Housing Unit is acquired by such person pursuant to the provisions of paragraphs 8 and 9 of this Schedule above in which case the restrictions in paragraphs 8 and 9 of this Schedule shall apply; or

11.2 a tenant of an individual Affordable Housing Unit exercising a right to buy or right to acquire pursuant to any statutory right to acquire;

11.3 any mortgagee in possession exercising a power of sale under their mortgage or any purchaser from or successor to such mortgagee or any receiver appointed by such mortgagee in possession

11.4 any successor in title to a person to an Affordable Housing Unit which has ceased to be bound by the covenants of this Schedule by virtue any of sub-paragraphs 11.1, 11.2 or 11.3 above.

# FIFTH SCHEDULE

Draft Decision Notice

**Ashfield**



**ASHFIELD DISTRICT COUNCIL**

Urban Road,  
Kirby-in-Ashfield,  
Nottingham,  
NG17 8DA

Tel: 01623 450000  
Fax: 01623 457033

[www.ashfield-dc.gov.uk/planning](http://www.ashfield-dc.gov.uk/planning)

Paul Stone  
Signet Planning  
Signet Planning Strelley Hall  
Main Street  
Strelley Village  
Nottingham  
NG8 6PE

**Contact:** Mark Penford  
**Direct Line:** 01623 457405  
**Email:** [m.penford@ashfield-dc.gov.uk](mailto:m.penford@ashfield-dc.gov.uk)  
**Your Ref:** V/2012/0297  
**Our Ref:** V/2012/0297  
**Date:** 22/05/2013

Dear Sir/Madam

**PLANNING DECISION OF THE LOCAL PLANNING AUTHORITY**  
**Major Full Application**

**APP NO:** V/2012/0297  
**SITE:** Land Off Mansfield Road/Unwin Road Eastfield Side Sutton In  
Ashfield Nottinghamshire  
**PROPOSAL:** Erection of 50 Dwellings, Roads, Sewers and Public Open Space  
and Demolition of Building

I refer to your planning application for the above and I enclose a copy of the Decision Notice together with the relevant notes. Should you wish to discuss any aspect of the Decision then do not hesitate to contact the case officer, Mark Penford

The applicant/developer is strongly advised to ensure compliance with all planning conditions if any, attached to the decision notice. Failure to do so could result in LEGAL action being taken by the Council to ensure full compliance. This planning permission does not constitute an approval under the Building Regulations and the applicant/developer is advised to acquire any necessary permission under such before commencing work.

I trust that you have been satisfied with the service provided by my Development and Building Control Section. If this has fallen short of your expectations then please contact me at your earliest convenience, as I am eager to improve the service wherever possible.

SERVICE DIRECTOR - ECONOMY

**Notes for applicants who intend to carry out work which will include the demolition of a building of more than 50 cubic metres:**

You will be required to serve a notice on the Authority under Section 80 of the Building Act 1984. The notice should be accompanied by a location plan. Upon receipt of the notice we will consult with the necessary bodies and, where appropriate, a consent to demolish will be issued (under Section 81 of the Act) together with conditions, which must be complied with when demolition is carried out. An application form for demolitions can be obtained on our website under Building Control [www.ashfield-dc.gov.uk/buildingcontrol](http://www.ashfield-dc.gov.uk/buildingcontrol).

**Notes for applicants who intend to carry out work to which the Building Regulations apply:**

Now that your Planning permission has been granted, you will also need to consider applying for Building Regulation approval. The process should be straight-forward and is in simple terms a technical exercise to ensure that your project will comply with current national building standards. These are minimum standards that aim to ensure your health and safety (and other members of your household) is not compromised.

Ashfield District Council's Land & Property Division provides a customer focussed Building Control Service, delivered by a team of staff who have excellent local knowledge of the area and who are more than willing to help and guide you through the construction process. If you wish to discuss our service further, please contact the **Building Control Section on 01623 457387**.

**Application forms** together with useful information can be found on our web site: [www.ashfield-dc.gov.uk/buildingcontrol](http://www.ashfield-dc.gov.uk/buildingcontrol).

Or you can make an **e-mail enquiry** by contacting [bcadmin@ashfield-dc.gov.uk](mailto:bcadmin@ashfield-dc.gov.uk) or telephone 01623 457387

### **What Building Control will do for you**

- ✓ Our qualified team of building control officers will assess applications submitted for compliance with the Building Regulations and provide a constructive response to you or your agent.
- ✓ In order to help ensure that your building work meets the minimum safety standards our Surveyors will carry out all necessary site inspections. There is no imposed limit on the number of inspections we carry out and we will provide you and your contractor with on-site advice throughout the duration of the project.
- ✓ We offer a same day inspection service (for all inspections booked before 10.00am) and will tailor our inspections to suit your requirements. Both early and late inspections can be accommodated by agreement with the officer dealing with your application.
- ✓ As a Local Authority Building Control Service – you can be assured of an impartial and independent service. Building Control aim to be a self-financing service, not driven by profit and therefore our primary concern is that your project meets current construction standards and that your health and safety (and other members of your household) is given the highest priority.

or divert a footpath or bridleway following the granting of planning permission. The applicant will need to contact **Legal Services 01623-457323** to ascertain the legal steps required to be undertaken.

Any preliminary obstruction of or interference with the public rights of way concerned is not only an offence but may make it impossible for the local planning authority to proceed with the making of the Order.

### **Green Space & Sustainable Urban Drainage Systems (SUDS) schemes**

It is important that the applicant contact the Council at an early stage when looking to introduce any Green Space areas and features or SUDS proposals into any future development sites, to agree long term maintenance issues and help eliminate future land ownership problems and concerns including boundaries, perimeters and public access points.

Correspondence with the Council for Green Space and SUDS enquiries should be addressed to:-

**For public open/green space land transfer-**

**Estates Manager**

**Telephone contact 01623-457277**

**And for future maintenance-**

**Service Lead – Waste & Environment  
Telephone contact 01623-457873**

**Date:** <<INSERT INSERT>>

**Applicant Name:** Peveril Homes Limited

**Description of Development:** Open Space and Demolition of Building  
Erection of 50 Dwellings, Roads, Sewers and Public

**Location of Development:** Sutton in Ashfield  
Nottinghamshire  
NG17 4HH

**Planning Reference Number:** V/2012/0297

**Application Details:** Land Off Mansfield Road/Unwin Road/Eastfield Side

Approval has been granted by Ashfield District Council for the development referred to below providing it is carried out in accordance with the application and plans submitted. The approval is subject to the conditions set out on the attached sheet.

**Major Full Application**

# Approval Notice

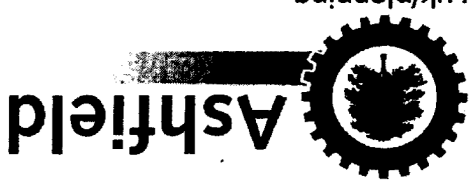
**TOWN AND COUNTRY PLANNING ACT 1990**  
 Town and Country Planning (Development Management Procedure) Order 2010  
 Town and Country Planning (Control of Advertisements) (England) Regulations 2007  
 Town and Country Planning (Tree Preservation) (England) Regulations 2012  
 Planning (Listed Buildings and Conservation Areas Act 1990  
 Planning (Hazardous Substances) Act 1990  
 Planning and Compensation Act 1991

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**ASHFIELD DISTRICT COUNCIL**

Urban Road,  
Kirkby-in-Ashfield,  
Nottingham,  
NG17 8DA

Tel: 01623 450000  
 Fax: 01623 457033  
 www.ashfield-dc.gov.uk/planning



**CONDITIONS:**

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
2. No development shall take place until samples of the materials and finishes to be used for the external elevations and roof of the proposal have been agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out with those materials, unless the Local Planning Authority gives written approval to any variation.
3. No development shall take place until the following matters have been submitted to and agreed in writing by the Local Planning Authority:  
 (a) Full details of the proposed treatment of the site's boundaries;  
 (b) A phasing scheme for the implementation of the agreed boundary treatment.  
 The boundary treatment shall be undertaken in accordance with the agreed details. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping. All planting, seeding or turfing indicated on the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development, whichever is the sooner, and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.
5. None of the development hereby approved shall be occupied or brought into use until such time as an adequate means of disposal of foul sewage has been constructed and is capable of use to the satisfaction of the Local Planning Authority. No development shall commence until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the agreed details before the development is completed. The scheme to be submitted shall demonstrate a. Infiltration tests for the site to demonstrate suitability of soakaway features appropriate then 2 forms of water treatment will be required prior to the discharge from site  
 c. The limitation of surface water runoff to equivalent rates or better  
 d. The ability to accommodate surface water run off on site for a variety of rainfall storm events including the 1 in 10 and 1 in 30 up to the critical 1 in 100 year event plus an appropriate allowance for climate change, based upon the submission of drainage calculations.
7. No part of the development hereby permitted shall be brought into use until the existing site access that has been made redundant as a consequence of this planning consent and as shown on plan 6256P 420P is permanently closed and the access crossing reinstated as footway in accordance with details to be first submitted to and approved in writing by the Local Planning Authority.  
 No development shall commence on any part of the application site until a suitable form of street lighting provision has been designed and provided along each of the pedestrian footways within the open space areas, in accordance with details to be first submitted and approved in writing by the Local Planning Authority.  
 No part of the development hereby permitted shall be brought into use until all drives and any parking or turning areas are surfaced in a hard bound material (not
8. No part of the development hereby permitted shall be brought into use until all
9. No part of the development hereby permitted shall be brought into use until all



- 10. loose gravel), in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. No part of the development hereby permitted shall be brought into use until the 2.4m x 90 metres visibility splay shown on drawing number 6256 P 420 P are provided. The area within the visibility splay referred to in this condition shall thereafter be kept free of obstruction.
- 11. Pedestrian visibility splay of 2.0 metres x 2.0 metres shall be provided on each side of the vehicle access. These measurements are taken from and along the highway boundary. The areas of land forward of these splay shall be maintained free of all obstruction over 0.6 metres above the carriage level at all times. No part of the development hereby permitted shall be brought into use until the access driveway / parking / turning area (s) are constructed with provision to prevent the unregulated discharge of surface water from the driveway /parking/turning area(s) to the public highway in accordance with details first submitted to and approved in writing by the LPA. The provision to prevent the unregulated discharge of surface water to the public highway shall then be retained for the life of the development.
- 13. The formal written approval of the LPA is required prior to commencement of any development with regard to parking and turning facilities, access widths, gradients, surfacing, street lighting, structures, visibility splay and drainage All details submitted to the LPA for approval shall comply with the County Council's current Highway Design and Parking Guides and shall be implemented as approved.
- 14. Details of measures to prevent the deposit of debris upon the adjacent public highway shall be submitted and approved in writing by the LPA prior to any works commencing on site. The approved measures shall be implemented prior to any other works commencing on site.
- 15. No part of the development hereby permitted shall take place until details of the new road have been submitted to and approved in writing by the Local Planning Authority including longitudinal and cross sectional gradients, street lighting, drainage and outfall proposals, construction specification, provision of and diversion of utilities services, and any proposed structural works. The development shall be implemented in accordance with these details to the satisfaction of the Local Planning Authority.
- 16. This permission shall be read in accordance with the following plans:  
The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.  
Site Location Plan received 13th June 2012 (drg no 6256 9 4213  
Layout Plan received 14th November 2012 (drg no 6256 P 420 N)  
Amended Elevations and Floor Plans received 7th September 2012 (drg no's 6256/P/400A, 6256/P/401A, 6256/P/402A, 6256/P/403A, 6256/P/404A, 6256/P/405A, 6256/P/406A, 6256/P/407, 6256/P/408A, 6256/P/409A, 6256/P/411A, 6256/P/413A)
- 17. Prior to each phase of development approved by this planning permission, no development shall take place until a remediation strategy that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:  
a) A preliminary risk assessment which has identified all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors potentially unacceptable risks arising from contamination at the site.  
b) A site investigation scheme, based on (a) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

c). The results of the site investigation and the detailed risk assessment referred to in (b) and based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. d). A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (d) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance, and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

**REASONS:**

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.

2. To ensure the satisfactory appearance of the development.

3. To safeguard the amenities of residents living in the vicinity of the application site.

4. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.

5. To ensure the development has provision for adequate facilities to dispose foul water.

6. To prevent the increased risk of flooding, the improve and protect water quality, to improve habitat and amenity, and to ensure the future maintenance of the sustainable drainage structures.

7. In the interests of highway and pedestrian safety.

8. In the interests of the safety of the users of the highway.

9. In the interests of highway safety.

10. To maintain the visibility splays throughout the life of the development and in the interests of general highway safety.

11. In the interest of highway & pedestrian safety.

12. To ensure surface water from the site is not deposited on the public highway causing dangers to road users.

13. To ensure the development is constructed to adoptable standards. In the interest of highway & pedestrian safety.

14. To reduce the possibility of deleterious material being deposited on the public highway (loose stones etc).

15. To ensure the development is constructed to adoptable standards. In the interest of highway & pedestrian safety.

16. To ensure that the development takes the form envisaged by the Local Planning Authority when determining the application.

17. To protect the underlying principal aquifer and other controlled waters from contamination. The site has some history of contamination investigation and remediation. Some of the site was not accessible for investigation as buildings remain on site. These areas will need to be investigated and remediation will need to be completed, validated and approved by the Local Planning Authority prior to commencement of building works on site.

**INFORMATIVES**

1. The applicant/developer is strongly advised to ensure compliance with all planning conditions, if any, attached to the decision. Failure to do so could result in LEGAL action being taken by the Ashfield District Council at an appropriate time, to ensure full compliance. If you require any guidance or clarification with regard to the terms of any planning conditions then do not hesitate to contact the Development & Building Control Section of the Authority on Mansfield (01623 450000).

2.

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848.

Further information is also available on The Coal Authority website at [www.coal.decc.gov.uk](http://www.coal.decc.gov.uk)

Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at [www.groundstability.com](http://www.groundstability.com)

For further detail on the decision please see the application report by contacting the Development Section on 01623 457388.

### REASONS FOR APPROVAL

The decision to grant permission has been taken having regard to the policies and proposals in the Ashfield Local Plan Review (2002) set out below and all relevant material considerations, including Supplementary Planning Guidance:

#### The National Planning Policy Framework:

Core Planning Principles

Part 1 Building a Strong, Competitive Economy

Part 6 Delivering a Wide Choice of High Quality Homes

Part 7 Requiring Good Design.

Saved Policies of the Ashfield Local Plan Review 2002:

ST1 – Development

ST2 – Main Urban Area

HG4 – Affordable Housing

HG5 – New Residential Development

HG6 – Public Open Space

EM5 - Protection of Existing Employment Sites and Buildings

#### **PROACTIVE WORKING**

The processing of this application has been undertaken in accordance with the requirements of the National Planning Policy Framework (Core Planning Principles).

Trevor Watson  
SERVICE DIRECTOR – ECONOMY

Telephone: 0117 372 6372  
 Email: [enquiries.pins@gtnet.gov.uk](mailto:enquiries.pins@gtnet.gov.uk)  
 Website: [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)

\*Planning Inspectorate  
 Temple Quay House  
 2 The Square  
 Temple Quay  
 Bristol  
 BS1 6PN

In respect of householder applications you have 12 weeks from the date of decision to lodge an appeal.  
 You have 6 months from the date of the decision to appeal.

- Planning Permission
- Details pursuant to an outline planning permission
- Removal or variation of a condition
- Discharge of condition
- Listed building consent
- Conservation area consent and
- Applications for the determination of prior approval of details.

You can appeal against this decision within the time given below. Appeals should be made to the \*Planning Inspectorate in all cases. In respect of applications for:

#### Appeals to the Planning Inspectorate

Details of how to appeal against the conditions on this decision are given on the attached sheet.


It is your responsibility to make sure that where necessary approval under Building Regulations has been obtained before you start work. The approved plans for both Building Regulations and Planning Permission must be for the same development. You must make sure that any changes made to meet Building Regulations are sent to the Planning Department as well. In some cases you may need further planning approval. Where residential layouts are involved, a favourable planning decision does not necessarily imply that the infrastructure will be suitable for an adoption agreement under the Highways Act 1980.

Details of how to appeal against the conditions on this decision are given on the attached sheet.

#### IMPORTANT NOTES

**ASHFIELD DISTRICT COUNCIL**

Kirkby-in-Ashfield,  
 Urban Road,  
 Nottingham,  
 NG17 8DA  
 Tel: 01623 450000  
 Fax: 01623 457033  
 www.ashfield-dc.gov.uk/planning



## Confirmation of Compliance with Planning Conditions

A fee is now payable for the confirmation of compliance with planning conditions at the following rates:

Householder applications £28.00 per request  
Other applications £97.00 per request

The fee is payable for each separate occasion on which application is made to confirm compliance for any conditions.

The authority has a period of up to 12 weeks to consider such information. Planning your building programme to allow a reasonable time for this confirmation to be issued – particularly the choice of materials is therefore advised.

Forms for applications for approval of details reserved by condition are available from the Planning Portal [www.planningportal.gov.uk](http://www.planningportal.gov.uk) the Council officers or on the Council's website [www.ashtfield-dc.gov.uk/planning](http://www.ashtfield-dc.gov.uk/planning).

## Compliance with plans and conditions.

We expect strict compliance with all conditions. Failure to do so may result in issuing a Breach of Condition Notice and prosecution.

You are reminded that the development must be carried out strictly in accordance with the details shown on the approved drawings. Failure to do so may result in enforcement proceedings.

If you need to vary any details from those submitted with your application, we would be pleased to advise you whether or not a further planning application is required. Please send copies of any amended plans to both the Development Advice and Building Control Section.

For any further correspondence regarding this application contact the Development Advice and Control section quoting the reference number on the decision notice.

## Contact Details

Development Advice & Control  
Ashfield District Council  
Urban Road,  
Kirky-in-Ashfield,  
Nottingham,  
NG17 8DA

Telephone: 01623 457388  
Email: [planning.admnin@ashtfield-dc.gov.uk](mailto:planning.admnin@ashtfield-dc.gov.uk)  
Website: [www.ashtfield-dc.gov.uk/planning](http://www.ashtfield-dc.gov.uk/planning)

\_\_\_\_\_ Details submitted  
 \_\_\_\_\_ Application Number V/2012/0297  
 \_\_\_\_\_ Date Submitted

This portion to be filled in and retained by the Customer

**CONFIRMATION OF DETAILS SUBMITTED**

\_\_\_\_\_ Other applications £97.00 per request  
 D05112/J202  
 \_\_\_\_\_ Receipt Number

\_\_\_\_\_ Household applications £28.00 per request  
 D05112/J202  
 \_\_\_\_\_ Receipt Number

\_\_\_\_\_ Tile Sample (Name)

\_\_\_\_\_ Brick Sample (Name)

\_\_\_\_\_ Plan/Report - Type

\_\_\_\_\_ Site Address  
 Land Off Mansfield Road/Unwin Road  
 Sutton In Ashfield Nottinghamshire

\_\_\_\_\_ Application Reference Number

\_\_\_\_\_ Contact Number

\_\_\_\_\_ Contact Name

\_\_\_\_\_ Date Submitted

One sheet for each item

This portion to be filled in and retained with sample / plan

**CONDITION DISCHARGE**



**Notes for applicants who intend to carry out works that affect new or existing Highway and Public Open space:**

It is strongly recommended that the applicant contact the Council at an early stage to clarify the codes etc. with which compliance will be required in the particular circumstance, and it is essential that design calculations and detailed construction drawings for the proposed works are submitted to and approved by the County Council (or District Council) in writing before any work commences on site.

Correspondence with the Council should be addressed to:-

**Nottinghamshire County Council  
Highways Management (North)  
Fountain Court  
Bevercotes House  
Sherwood Energy Village  
Ollerton  
Nottinghamshire  
NG22 9FF**

**Telephone contact - 01623-520021**

**Email contact - [hdc.north@nottscc.gov.uk](mailto:hdc.north@nottscc.gov.uk)**

**Section 38 Agreement (Highways Act 1980)**

The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Council, the new roads and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for road works.

**[www.leics.gov.uk/htd](http://www.leics.gov.uk/htd)**

**Advanced Payments Code (Highways Act 1980)**

The Advanced Payments Code in the Highways Act 1980 applies and under section 219 of the Act payment will be required from the owner of the land fronting a private street on which a new building is to be erected. The code applies both to roads/streets that are to remain private and those that are to be adopted. The developer should contact the Council with regard to compliance with the Code, or alternatively to the issue of a Section 38 Agreement and bond under the Highways Act 1980. A Section 38 Agreement can take some time to complete. Therefore, it is recommended that the applicant contact the Council as early as possible to discuss this.

**Diversions, 'stopping up' of public rights of way or highway (Section 247 & 257 of the Town & Country Planning Act 1990)**

The proposed development may affect a public right of way. Following a grant of planning permission, the local planning authority may make an order to stop up or divert a footpath or bridleway if they are satisfied that it is necessary to enable development to be carried out in accordance with Planning Permission.

The granting of planning permission does not mean that public rights of way will automatically be diverted or stopped up. A separate application must be made to stop up