

RECEIVED ON  
 18 JUL 2014 (PM)  
 LAND CHARGES

ASHFIELD DISTRICT COUNCIL  
 MEMORANDUM

5106/450

TO: LOCAL LAND CHARGES  
 FROM: LEGAL DEPARTMENT  
 SUBJECT: Land at The Twitchells Site Kirky in Ashfield  
 DATED: 17 July 2014

Would you please register the above Sec 106 Agreement

between:

1 Ashfield District Council

2 Antony Clyde Derbyshire

3 Strata Homes Midlands Limited

AS A LOCAL LAND CHARGE.

I enclose a copy of the deed for your attention.

Robert Illsley Legal Executive

Legal Department

Ruth Dennis  
Ashfield District Council  
Civic Centre  
Chesterfield Road South  
Mansfield  
Notts  
NG19 7BH

residential Development at The Twitchells Site Kirkby in Ashfield  
Nottingham  
(under S106 of the Town and Country Planning Act 1990)

AGREEMENT

STRATA HOMES/MIDLANDS/LIMITED

And

ANTONY CLYDE DERBYSHIRE  
(Executor of Doreen Sheila Derbyshire Deceased)

And

ASHFIELD DISTRICT COUNCIL

2014

17 July

DATED

2014

THIS AGREEMENT is made the 17 day of July

BETWEEN:

(1) ASHFIELD DISTRICT COUNCIL of Council Offices Urban Road Kirkby in Ashfield Notts NG17 8DA ("the Council")

(2) ANTONY CLYDE DERBYSHIRE of 87 Station Road Sutton in Ashfield Notts NG17 5FY ("the Owner")

(3) STRATA HOMES (MIDLANDS) LIMITED (Company Regd No 04327879 Registered Office situate at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire DN4 5PL ("the Applicant"))

BACKGROUND

1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is located

2) The Owner is the Executor of Doreen Sheila Derbyshire the freehold owner of the Site part registered at the Land Registry under title number NT372433 and part unregistered being part of the land comprised in and more particularly described in deed of gift dated 31 October 1972 free from incumbrances

3) The Applicant has submitted the Application to the Council and the Council has agreed to grant the Planning Permission subject to the completion of this Agreement

4) The Council requires and it is the purpose of this Agreement to secure a contribution towards Public Realm Provisions and an Education Contribution without which the Planning Permission will not be granted

5) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and (subject as mentioned) his successors in title and assigns and with the intention that this Agreement shall bind the owners and occupiers of the Site other than the owners or occupiers of any Residential Units and any service authority and/or utility company

6) In this Agreement the following terms shall have the following meanings:

means the Town and Country Planning Act 1990 (as amended)

"the Act"

means the Application for planning permission made under the Council's reference V/2014/0045

"the Application"

means the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56 of the Act excluding any operations relating to the demolition of any existing buildings or clearance of the Site, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions -temporary means of enclosure, the temporary display of site notices or advertisements.

"the Commencement Date"

means any dwelling which has been plastered out and is capable of being occupied with the minimum amount of finishing required including the final fix of bathroom and kitchens.

"Completed Complete and Completion"

means the development of the Site for housing as set out in the Planning Permission

"Development"



means such increase or decrease to sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of grant of the Planning Permission until such time that payment of any sums in this Agreement is made such index linking to be equivalent to any inflationary increase or decrease on such sums in proportion to the increase or decrease taking as the measure of inflation the Index last

"Index Linked"

published in substitution therefor index as may from time to time be substituted therefor) or such other contained in any official publication monthly Digest of Statistics (or National Statistics contained in the Index published by the Office for means the All Items Retail Prices

"Index"

Development facilities which will serve the towards the provisions of educational Schedule

clause 3.1 and 3.2 of the First in accordance with the provisions of payable by the Owner to the Council Thousand Pounds Index Linked means the sum of £10000.00 Ten

"Education Contribution"

the Development educational facilities which will serve responsible for the provision of Council or any successor body means Nottinghamshire County

"Education Authority"

published before the date of the Agreement or any publication substituted for it

means the interest rate referred to in

clause 24

"Interest"

means £32000.00 (forty two thousand

*Thirty*

pounds) Index Linked a

contribution to the Public R

Works in the vicinity of the Development as set out in the

Second Schedule

"the Public Realm Contribution"

means the Plan annexed hereto

"the Plan"

means the outline planning

permission which may be granted

pursuant to the Application a draft of

which is attached to this Agreement

in the Third Schedule

"the Planning Permission"

means provisions in relation to any

and all publicly owned street and

roads and any public and civic owned

buildings

means the LIBOR rate for the time

being in force

"Repayment Interest"

means a dwelling (including a house

flat or maisonette) to be constructed

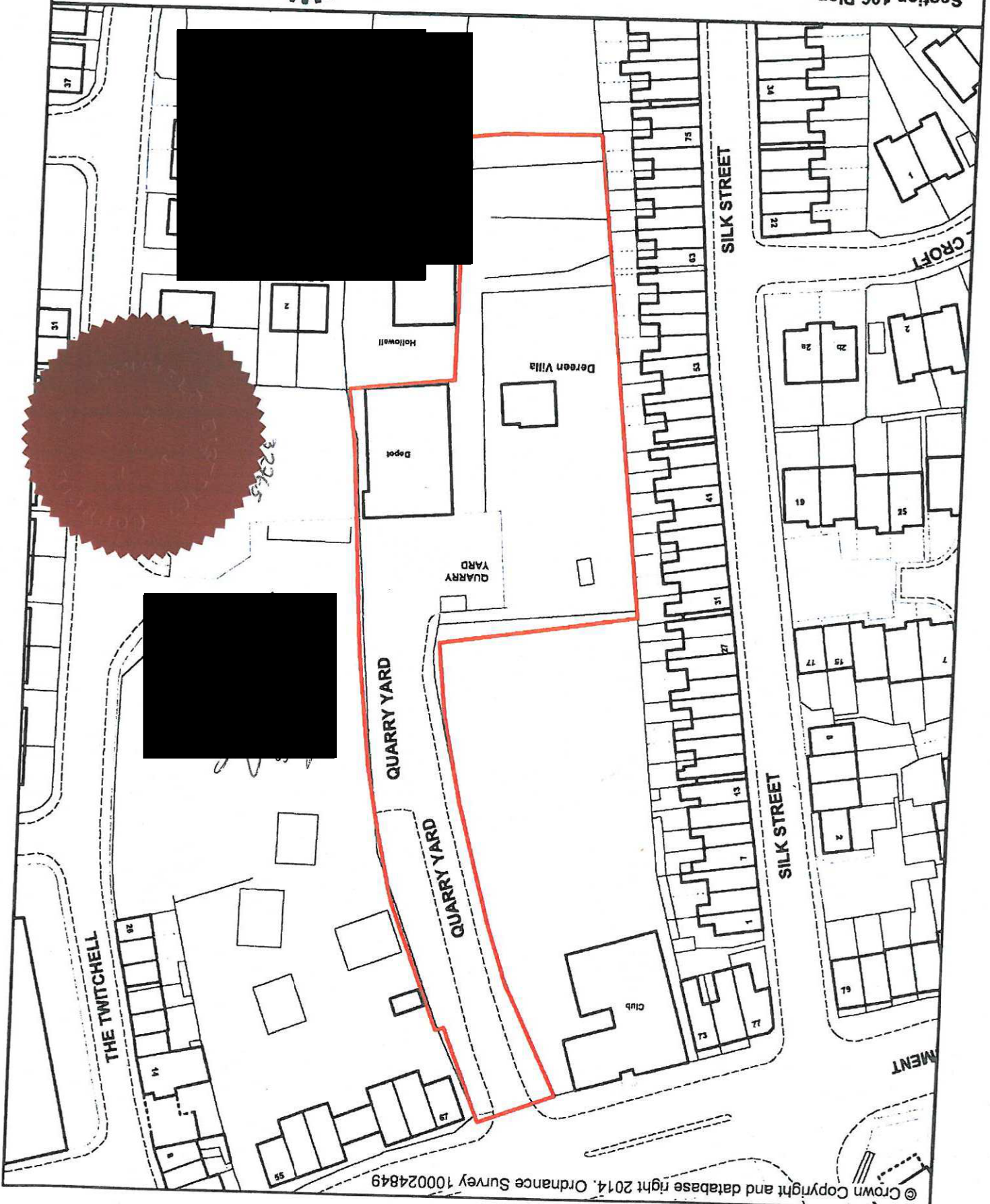
on the Site pursuant to the Planning

Permission

"Residential Unit"



## Section 106 Plan Land Off The Twitchell Sutton in Ashfield NG17 5DA V/2014/0045



"the Site"

means ALL THAT freehold property situate at the Twitchealls Site Kirby in Ashfield Nottingham as shown edged red on the Plan

8) Where the context so admits:-

(a) the masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa;

(b) save as expressly provided in this Agreement or where to construe otherwise would be inconsistent with the requirements or provisions of the same covenants, restrictions, liabilities, obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally;

(c) reference to "the Owner" in this Agreement shall include its successors in title and assigns and all persons deriving title under them except as stated in paragraph (5) and in operative clause 7 and where otherwise expressly provided;

(d) a covenant, restriction, liability or obligation by any party to this Agreement not to do something shall be construed as including a covenant, restriction or obligation not to permit or knowingly suffer it to be done by a third party;

(e) reference to any statutory or other body or to the Head of Planning and Regulatory Services or Group Manager Planning shall include reference to its successors in function;

(f) reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement;

(g) reference to Statutes Acts Orders Directions Regulations and Instruments includes (where appropriate) reference to their amendments and replacements

### OPERATIVE CLAUSES

1. This Agreement is made pursuant to Section 106 of the Act and this Agreement and the covenants restrictions liabilities and obligations contained in this Agreement or agreed or completed pursuant to it are enforceable by the Council.



2. In so far as any of the covenants, restrictions, liabilities and 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 Sections 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto to enter into the Agreement and in consideration of the covenants, restrictions, liabilities and obligations hereinafter contained
3. The covenants, restrictions, liabilities and obligations in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of any such covenants
4. The Owner covenants with the Council so as to bind the Site and each and every part thereof to carry out and comply with the covenants and restrictions liabilities and obligations contained mentioned or referred to in the First Schedule
5. The Council covenant with the Owner to comply with their respective obligations set out in the Second Schedule
6. The Applicant covenants with the Council to comply with the obligations set out in the First Schedule Provided that such liability shall only arise from the date that it acquires the freehold interest in the Site and for the avoidance of doubt the Applicant shall not be liable for any breach of the terms of this agreement occurring before it acquires such freehold interest in the Site
7. No person shall be liable for any breach of the covenants, restrictions, liabilities or obligations contained in this Agreement occurring after they have parted with all of their interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to their liability for any subsisting breach prior to parting with such interest
8. For the avoidance of doubt it is agreed and declared that if the Planning Permission shall expire before the Commencement Date or be quashed as a result of legal proceedings, then this Agreement shall forthwith determine and cease to have effect

9. All notices, approvals, consents or other documents to be served on or by the Council under the provisions of this Agreement shall as appropriate be issued by or served on the Head of Planning or Group Manager Planning of the Council as appropriate.
10. Any approval required pursuant to this Agreement must not be unreasonably withheld or delayed
11. Anything in this Agreement which has to be done to the Council's satisfaction must be done to the Council's reasonable satisfaction and in the case of any provision of this Agreement which requires confirmation (by whatever name) of such satisfaction (or reasonable satisfaction) by the Council the parties agree that the same shall not be unreasonably delayed or refused
12. Nothing in this Agreement shall be construed or implied so as to prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all Statutes Byelaws Statutory Instruments Orders or Regulations or in the exercise of their statutory functions
13. This Agreement shall be registered as a Local Land Charge
14. Unless expressly stated otherwise, nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
15. Unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of this Agreement, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
16. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default
17. Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if both parties shall agree on one or in default of agreement to a single arbitrator to be nominated (upon the

- application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996
18. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable
19. It is hereby agreed that none of the terms obligations and covenants in this Agreement shall to any degree be binding upon or enforceable against:-
- a) any owner of an interest in any part of the Site who occupies that part as a Residential Unit; and or
  - b) any owner of an electricity sub-station and or gas governor site and or pumping station or other service supply installation
- and such persons are not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the Act
20. Any variations of the terms of this Agreement (other than minor amendments or variations of a transitory nature not affecting the nature or extent of liability hereunder) may be evidenced only by a supplemental deed executed as a deed of variation by the parties unless the Council otherwise indicates in writing and a copy of any supplemental agreement shall be sent to the Council for the purpose of amending the Local Land Charges Register
21. This Agreement is governed by and interpreted in accordance with the law of England and Wales
22. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated
23. The Applicant shall pay to the Council on completion of this Agreement the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation and completion of this Agreement amounting to £495.00
24. If the Owner fails to make any payment due to any party under this deed by the due date for payment then without limiting such other party's other remedies the Owner shall pay interest on the overdue amount at the rate of 8% per annum. Such interest shall accrue on a daily basis from the due date until the actual date of payment of the

overdue amount before or after judgement. The Owner shall pay the interest together with the overdue amount. For the avoidance of doubt the due dates for payment are set out in the First Schedule of this deed.

### THE FIRST SCHEDULE

#### The Owners Obligations

1. For the purposes of monitoring compliance with this Agreement the

Owner shall:

1.1 give the Council notice in writing within 14 days of the Commencement Date that Development has commenced on the Site

1.2 notify the Council in writing of the total number of the Completed Residential Units comprised in the Development in respect of any part of the Site in its ownership each and every month from the first Completed Residential Unit on the Site

2.

The Owner shall :

2.1 not Complete or cause or permit to be Completed (disregarding any show houses or sales offices) more than 50% (fifty percent) of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of 50% (fifty percent) of the Public Realm Contribution in accordance with paragraph 2.2

2.2 pay 50% (fifty percent) of the Public Realm Contribution to the Council prior to the Completion of no more than 50% (fifty percent) of the Residential Units on the Site in accordance with the Planning Permission

2.3 not Complete or cause or permit to be Completed (disregarding any show houses or sales offices) 75% (seventy five percent) of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of the remaining 50% (fifty percent) of the Public Realm Contribution in accordance with paragraph 2.4

2.4 pay the remaining 50% (fifty percent) of the Public Realm Contribution to the Council prior to the Completion of 75% of the remaining 50% (fifty percent) of the Public Realm Contribution in accordance with paragraph 2.4



2.1.1 To work with the Education Authority to procure that capital expenditure is undertaken by the Education Authority to provide such additional education facilities as shall be required the need for which arises from

**Education Contribution**

Charges Register.

1.2 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations on the part of the Owner contained in this Agreement subject to such obligations having been duly discharged and shall remove this Agreement from the Local Land Charges Register.

1.1.3 To refund the Owner (or otherwise the real or corporate person who has paid the Public Realm Contribution to the Council) such part of the Public Realm Contribution as has not been allocated committed or expended in accordance with paragraph 1.1.1 above within 5 years from the date of receipt by the Council of such contribution together with interest for the period from the date of payment to the date of refund

1.1.2 To provide to the Owner on request evidence as to how much of and how the Public Realm Contribution has been spent expended or allocated

**Sutton Town Centre**

1.1.1 To use the Public Realm Contribution towards Public Realm Works in

The Council's Obligations:

**THE SECOND SCHEDULE**

3.1 not to Complete or cause to be Completed (disregarding any show house or sales office) 50% (fifty percent) of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of the Education Contribution  
3.2 pay the Education Contribution to the Council prior to Completion of no more than 50% (fifty percent) of the Residential Units on the Site in accordance with the Planning Permission

(seventy five percent) of the Residential Units on the Site in accordance with the Planning Permission

the Development

2.12 Following agreement of the required works identified in accordance with clause 2.1.1 to pay the Education Contribution to the Education Authority following receipt of a document from the Education Authority confirming that they will:

2.1.3 apply the Education Contribution solely for the purposes of providing education facilities the need for which arises from the Development and for no other reason whatsoever

2.1.4 provide full details of the expenditure of the Education Contribution on demand to the Council or the Owner

2.1.5 return any unspent part of the Education Contribution after the expiry of five years from the date of receipt of the Education Contribution from the Council

2.1.6 to repay to the Owner any unspent monies received pursuant to clause 3.1 and 3.2 of the First Schedule within 28 working days of receipt from the Education Authority

2.1.7 In the event that the document in the form required by clause 2.1.2 above is not received following the expiry of five years from the date of receipt of the Education Contribution by the Council then the Council's obligation to pay the Education Contribution to the Education Authority shall cease absolutely and the Council shall refund to the Owner the Education Contribution

### THE THIRD SCHEDULE

Draft form of notice of planning permission

Planning Permission reference V/2014/0045 in the draft form annexed to this Agreement to be issued pursuant to the Application

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the Parties hereto the day and year first before written

Date:

19<sup>th</sup> June 2014

Applicant Name:

Strata Homes Yorkshire Ltd  
Mr M Sweet

Description of Development:

Residential Development comprising of 20 dwellings  
with associated works, demolition of one dwelling

Location of Development:

Land Off The Twitchell  
Sutton in Ashfield  
Nottinghamshire  
NG17 5DA

Planning Reference Number:

V/2014/0045

**Application Details**

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  
Planning and Compensation Act 1991

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

## ASHFIELD DISTRICT COUNCIL



**Ashfield**

Tel: 01623 450000  
Fax: 01623 457033

[www.ashfield-dc.gov.uk/planning](http://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. This permission shall be read in accordance with the following plans: Verbiër 2, drawing number GLIFE37.11 all received 28 January 2014; CADIZ, drawing number GLIFE5.11 revision A and Site Location Plan, drawing number 50007/002 both received 12 February 2014; Private Drainage Layout - Additional Land, drawing number 35473/113 revision C received 13 May 2014 and Planning Layout, drawing number 50007/02/01 Revision P, received 23 May 2014. The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
3. 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.
4. 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 work shall commence until such time as a scheme indicating proposed floor levels of all buildings, and the relationship of such to the existing dwellings has been submitted to and approved by the Local Planning Authority. The development shall be constructed in accordance with the agreed levels.

6. 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.
7. Development shall not commence until a Construction Method Statement has been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved scheme. Prior to the commencement of any works pursuant to this permission the applicant shall submit the following to the Local Planning Authority (LPA):

1. A Desktop Study/Phase I Report documenting the historical use(s) of the site and its immediate environs. This shall include a conceptual site model indicating all potential pollutant linkages.
2. A Site Investigation/Phase II Report where any previous use of the site indicates a potential contaminative use. The applicant/developer shall submit a Site Investigation/Phase II Report documenting the characteristics of the ground at the site. The Site Investigation should establish the full extent, depth and cross section, nature and composition of the contamination. Ground gas monitoring and chemical analysis, identified as being appropriate by the Desktop Study, should be carried out in accordance

with current guidance using UKAS/MCERTS accredited methods. All technical data must be submitted to the LPA.

3. A Scheme of Remedial Works where the Site Investigation has identified the presence of significant levels of harmful ground gas and/or significant levels of chemical contamination. The scheme should include a Remediation Statement and Risk Assessment Strategy to prevent any significant risk arising when the site is being developed or subsequently occupied.

Any variation to the Remediation Scheme shall be agreed in writing with the LPA, in advance of works being undertaken.

All remediation should be carried out safely, ensuring that no significant risk(s) remain. The applicant will need to have a contingency plan should the primary remediation or subsequent construction phase reveal any additional contamination. Where additional contamination is found the applicant must submit in writing, details of the contingency plan for written approval by the LPA.

On completion of remedial works and prior to the occupation/use of the development, the applicant must submit to the LPA:

4. A Validation Report with confirmation that all remedial works have been completed and validated, in accordance with the agreed details. The Validation Report must be submitted for the written approval of the LPA prior to the development being put to its intended use.

9. Development shall not commence until a scheme for the development to be carried out in accordance with Highway Authority specifications, as shown for indicative purposes on plan 50007/02/01 Revision N has been submitted to and approved in writing by the Local Planning Authority. The development shall not be brought into use until the approved scheme has been implemented and shall be retained as such for the lifetime of the development.

10. Development shall not commence until a scheme has been submitted and approved for the existing site access from High Pavement to be made redundant and permanently closed. The development shall not be occupied until the approved scheme has been implemented and shall be retained as such for the lifetime of the development.

11. The development hereby permitted shall not commence until drainage plans for the disposal of surface water and foul sewage have been submitted to and approved by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details before the development is first brought into use.

**REASONS:**

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To define the terms of this permission and for the avoidance of doubt.
3. To ensure the satisfactory appearance of the development.
4. To safeguard the amenities of residents living in the vicinity of the application site.
5. To protect the amenity of the area.
6. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
7. In the interests of amenity.
8. To ensure that the site, when developed, is free from contamination, in the interests of safety.



- 9. To ensure a satisfactory highways arrangement.
- 10. In the interests of highway safety.
- 11. To ensure that the development provides a satisfactory means of drainage, in order to reduce the risk of creating, or exacerbating a flooding problem, and to minimise the risk of pollution.

**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). This consent will require approval under Section 19 of the Nottinghamshire County Council Act 1985 and where the new streets are to be adopted an Agreement pursuant to Section 38 of the Highways Act 1980 will be required. Please contact Nottinghamshire County Council to ensure that approvals and agreements are secured before commencement of works.

2. The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Highways Authority. 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 roadworks.

3. 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 developer should contact the Highway Authority 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 developer contact the Highway Authority as early as possible. It is strongly recommended that the developer contact the Highway Authority at an early stage to clarify the codes etc. with which compliance will be required in the particular circumstances, and it is essential that design calculations and detailed construction drawings for the proposed works are submitted to and approved by the District Council in writing before any work commences on site.

4. Correspondence with the Highway Authority should be addressed to: Shaun Brown, Nottinghamshire County Council, Highway Development Control, Bevercotes House, Fountain Court, Darwin Drive, Sherwood Energy Village, New Ollerton, Notts, NG22 9GS.

This Construction Management plan shall include full details of environmental management issues and mitigation measures to be adopted for the control of dust, noise, artificial lighting and waste disposal.

The plan shall require the applicant and contractors to minimise disturbance during construction and will provide details of the following information for approval:

- " Communication - external and internal
- " Equipment and Plant
- " Work Instructions
- " Working Hours (including deliveries)
- " Details of any works envisaged outside normal working hours

- " Details of noise control
- " Details of dust control
- " Details on the design and control of construction/security lighting
- " Details of waste disposal arrangements and procedures
- " Complaints Procedures

5. In order to avoid impacts to nesting birds we also request that all tree/shrub/hedgerow/scrub and rough grassland removal work be undertaken outside of the bird-breeding season (March-September inclusive). If works are to be carried out during this time then a suitably qualified ecologist should be on site to survey for nesting birds prior to any vegetation clearance. As you will be aware all nesting birds, birds' nests, young and eggs (except pest species) are protected by the Wildlife and Countryside Act 1981 (and as amended). Nesting is taken to be from the point at which birds start to build a nest, to the point at which the last chick of the last brood of the season has fully fledged and left the nesting area. For further information please contact Rachel Hoskin at Natural England Telephone 0300 0602343 or [rachel.hoskin@naturalengland.org.uk](mailto:rachel.hoskin@naturalengland.org.uk)
6. This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act 1990 and dated <<...>>. The applicant is reminded of their responsibilities regarding the removal of Japanese Knotweed on the site.
7. Buyers should be made aware of bin collection points to ensure no ambiguity

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) and all relevant material considerations, including Supplementary Planning Guidance:

### 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@gtmet.gov.uk](mailto:enquiries.pins@gtmet.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.

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.

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.

#### IMPORTANT NOTES

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



**Ashfield**



### 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  
Ashtfield District Council  
Urban Road,  
Kirky-in-Ashtfield,  
Nottingham,  
NG17 8DA

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

Date Submitted \_\_\_\_\_  
 Application Number V/2014/0045 \_\_\_\_\_  
 Details 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 \_\_\_\_\_

Householder applications £28.00 per request  
 D05112/J202

Receipt Number \_\_\_\_\_

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

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

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

Site Address \_\_\_\_\_

Land Off \_\_\_\_\_  
 The Twitchell Sutton In Ashfield  
 Nottinghamshire

Condition Number \_\_\_\_\_

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

V/2014/0045 \_\_\_\_\_

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 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**

**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.



**ASHFIELD DISTRICT COUNCIL**

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

Tel: 01623 450000

Fax: 01623 457033

www.ashfield-dc.gov.uk/planning

Mr M Sweet  
Strata Homes Yorkshire Ltd  
Quay Point  
Lakeside Boulevard  
Doncaster  
South Yorkshire  
DN4 5PL

**Contact:** Sarah Johnson

**Direct Line:** 01623 457376

**Email:** s.a.johnson@ashfield-dc.gov.uk

**Your Ref:**

V/2014/0045

**Our Ref:**

30/06/2014

**Date:**

Dear Sir/Madam

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

**APP NO:** V/2014/0045  
**SITE:** Land Off The Twitchell Sutton In Ashfield Nottinghamshire  
**PROPOSAL:** Residential Development comprising of 20 dwellings with associated works, demolition of one dwelling

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, Sarah Johnson

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.

Yours faithfully

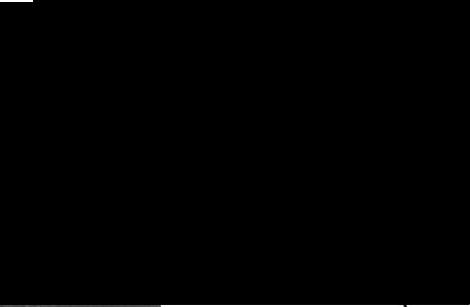
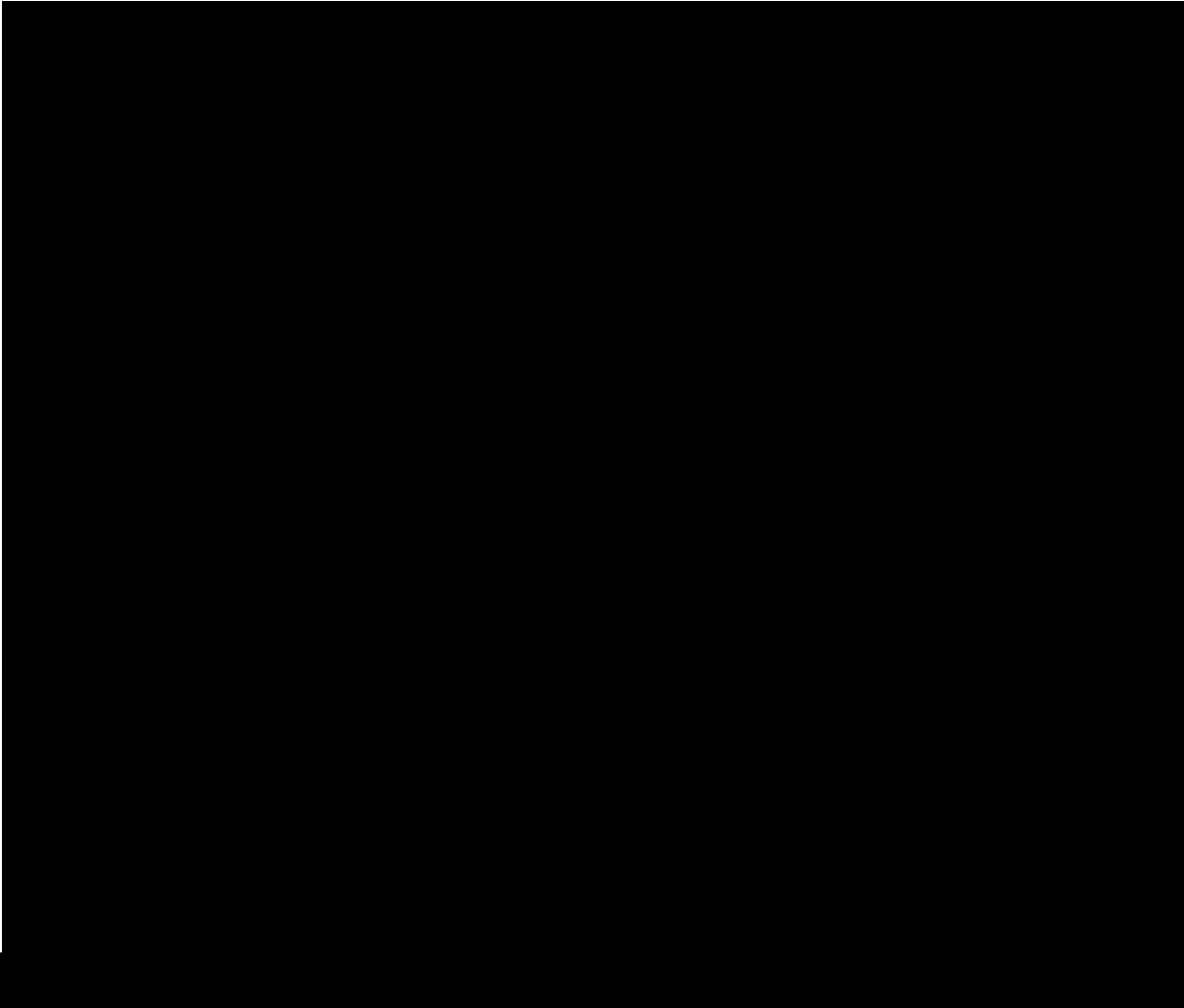


I Revor Watson

SERVICE DIRECTOR - ECONOMY

DATED

2014



DISTRICT COUNCIL was hereunto affixed  
in the presence of:-

THE COMMON SEAL of ASHFIELD

)



3/2/14