

DATED

09 November 2022

2022

THE DISTRICT COUNCIL OF TANDRIDGE

and

KMG INDEPENDENT LIMITED

and

KEEVIL MCINTOSH GIBSON LIMITED

and

PATRICK ANTHONY MCINTOSH

and

SHAWBROOK BANK LIMITED

SECTION 106 AGREEMENT

**Rough Beech Barn and Bungalows 1 & 2, Dowlands Lane,
Smallfield, Surrey, RH6 9SD**

Planning Application Ref: 2021/578

Iken Ref: 102-006217

“**Planning Application Site**”) is located and the person who is entitled to enforce the obligations contained in this Agreement given for the benefit of the District Council.

3. The Owners have submitted the Application to the District Council for permission to develop the Planning Application Site and was registered under reference number TA/2021/578 to convert 1 & 2 Dowlands Bungalows from Use Class C3 (dwellinghouses) to Use Class E (offices). Conversion of Rough Beech Barn from Use Class E (offices) into Use Class C3 (dwellinghouses) 2 x 3-bedroom dwellinghouses including the erection of a single storey side extension, alterations to rear roof pitch and removal of rainwater tank and shed. Conversion of existing outbuilding for use as a studio solely for unit 2. Formation of associated garden areas, car parking areas, and access paths and alterations to vehicular access arrangements (the “**Application**”).
4. The District Council’s planning officers acting under delegated powers have resolved to grant planning permission for the Planning Application (the “**Planning Permission**”) subject to the conditions of the draft decision notice annexed hereto at Appendix 1.
5. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the (Community Infrastructure Levy Regulations 2010 S1 2010 No. 948 (to the extent relevant to the obligations in this Agreement) and the advice set out at Paragraph 57 of the NPPF 2021 and agree that the planning obligations it contains are:
 - a. necessary to make the development acceptable in planning terms;
 - b. directly related to the development; and
 - c. fairly and reasonably in scale and kind to the development.
6. The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council against the Owners and their respective successors in title.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. STATUTORY PROVISIONS

This Agreement is made pursuant to the provisions of Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Owners' interests in the Planning Application Site and the covenants in this Deed on the part of the Owners are planning obligations for the purposes of the Act.

2. INTERPRETATION

2.1 In this Agreement in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

"1 and 2 Dowlands Bungalows"	means that part of the Planning Application Site shown edged green on the Plan
"the Act"	the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991)
"the Order"	means the Town and Country Planning (Use Classes) Order 1987 (as amended)
"the Application"	means application TA/2021/578
"the Commencement Date"	the date upon which the Development shall be commenced by the carrying out on the Planning Application Site pursuant to the Planning Permission of any material operation as specified in Section 56(4) of the

Act save for: any Planning Application Site investigation works, trial holes or other operations to establish the ground conditions of the Planning Application Site, any works of demolition, any Planning Application Site offices, security fencing and compounds, any works carried out in connection with any archaeological investigations, and the terms "Commence", "Commenced" and "Commencement of the Development" shall be construed accordingly

"the Development"

the development of the Planning Application Site in accordance with the Planning Permission

"the Due Date"

the date of this Deed

"Existing Offices"

means that part of the Planning Application Site edged in red on the Plan and currently used for office purposes within use class E of the Order

"the Interest Rate"

the base rate from time to time of the Lloyds Bank plc or such other bank as may be nominated by the District Council

"Occupied"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or

occupation for marketing or display or occupation in relation to security operations and the term "Occupy" shall be construed accordingly.

"the Planning Application Site" that area of land situated at Rough Beech Barn and Bungalows 1 & 2, Dowlands Lane, Smallfield, Surrey, RH6 9SD which is more particularly delineated and edged green and red on the Planning Application Site Plan

"the Planning Permission" the planning permission to be issued by the District Council pursuant to the Application generally in the form of the draft annexed hereto as Appendix 2

"Plan" the plan annexed to this Deed as Appendix 1

2.2 In this Agreement where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;
- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to any party will include the successors in title and assigns of that party and in the case of the District Council their successors in title and assigns and the successors to their respective statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;

- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Agreement except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Agreement;
- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- (i) except where expressly provided otherwise the expression the "Owners" shall include persons successors in title to the Owners and its assigns and all persons deriving title to all or part of the Planning Application Site under or through it; and
- (j) words denoting an obligation on a party to do any act or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3. COMMENCEMENT

Subject to clause 4 the obligations contained in the Schedules do not come into effect until the Planning Permission has been granted.

4. COVENANTS BY THE OWNERS

- 4.1 The Owners and Mortgagee agree with the District Council to observe and perform the obligations set out in the Schedules.
- 4.2 The Owners and the Mortgagee agree with the District Council that these are planning obligations for the purposes of Section 106 of the Act.
- 4.3 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Planning Application Site or the

part of the Planning Application Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Planning Application Site in any transfer of the Planning Application Site will constitute an interest for the purposes of this clause 4.3.

5. CONFIRMATION OF INTEREST

The Owners hereby warrant and confirm that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Planning Application Site or any part thereof.

6. COVENANTS BY THE DISTRICT COUNCIL

6.1 The District Council agrees with the Owners to observe and perform the obligations on its part contained in the Schedule.

6.2 The District Council shall within 10 working days of the completion of this Deed grant the Planning Permission save that the District Council shall not be in breach of this obligation if it shall be prevented from issuing the Planning Permission by a court order.

6.3 The District Council will upon the written request of the Owners (or its successors in title) at any time after the obligations on the part of the Owners contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Planning Application Site shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Planning Application Site.

7.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Planning Application Site.

8. MISCELLANEOUS

- 8.1 This Agreement shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.
- 8.2 This Agreement shall be enforceable against the Owners to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Owners as provided in Section 106 of the Act but the Owners shall not have any further liability under this Agreement (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owners (or as the case may be such other person) no longer has an interest in the Planning Application Site or the part of the Planning Application Site in respect of which a breach occurs.
- 8.3 This Agreement will be enforceable by the District Council.
- 8.4 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.
- 8.5 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of Sections 91 92 and 93 of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Owners this Agreement shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach).
- 8.6 Clause 8.5 will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the District Council and the Owners prior to the Commencement Date.
- 8.7 No waiver (whether express or implied) by the District Council of any breach or default by the Owners in performing or observing any of the obligations terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owners.

- 8.8 Save as otherwise provided in this Agreement, any approval in writing, certificate, consent or expression of satisfaction to be given by District Council under this Agreement will not be unreasonably withheld or delayed.
- 8.9 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement provided that they are severable therefrom.
- 8.10 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Planning Application Site in accordance with a planning permission (other than the Planning Permission) granted by the District Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement.
- 8.11 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 8.12 The Owners agree to pay to the District Council the sum of £1.00 as contribution due for entering into this Agreement and the sum will belong to the District Council.
- 8.13 The parties hereby agree any previous agreement made between them pursuant to section 106 of the Act shall be immediately revoked on entering into this agreement.

9. NOTICES

- 9.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 9.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address

as one party may notify in writing to the others at any time as its address for service. For the District Council, a copy should also be sent to the Head of Legal and Monitoring Officer.

9.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

9.3.1 if delivered by hand, at the time of delivery;

9.3.2 if sent by post, on the second working day after posting;

9.3.3 if sent by recorded delivery, at the time delivery was signed for; or

9.3.4 if sent by e-mail at the time of the successful transmission.

9.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

10. **ARBITRATION**

10.1 If any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this **clause 10**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

10.2 For the purposes of this **clause 10** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Planning Application Site.

10.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 10.4**.

10.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

10.5 The Specialist is to act as an independent expert and:

10.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

10.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

10.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

10.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

10.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

10.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

10.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 10**, including costs connected with the appointment of the Specialist and the Specialist's

own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

10.7 This **clause 10** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

11 **LATE PAYMENT**

If any payment due under any of the provisions of this Agreement is not made on or before the date upon which it is due the party from whom it was due shall at the same time as making the payment to the other party pay interest at 4% above the Interest Rate as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is received.

12 **THIRD PARTY RIGHTS**

All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the District Council and the Owners shall have any right to enforce any obligation or term of this Agreement.

13 **SECTION 73 VARIATION**

In the event that the District Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Agreement has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Agreement to the Application and the Planning Permission shall (save for the purposes of the definition of Planning Permission in Clauses 2.1, 6.2) be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly.

14 **LEGAL COSTS**

14.1 Upon completion of this Agreement the Owners shall pay to the District Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.

15 INDEMNITY

The Owners shall indemnify the District Council for any expenses or liability arising to them in respect of breach by the Owners of any obligations contained in this Agreement.

16 JURISDICTION

16.1 This Agreement is governed by and interpreted in accordance with the Law of England.

16.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the District Council which retain the right to sue the Owners and enforce any judgment against the Owners in the courts of any competent jurisdiction.

The Parties have executed this Agreement as a Deed and it is delivered on the date set out above.

SCHEDULE

Owners' Obligations

1. The Owners hereby covenant with the District Council that they will not convert the Existing Offices to residential use until such time as 1 and 2 Dowlands Bungalows are Occupied for office purposes within use class E of the Town and Country Planning (Use Classes) Order 1987 as amended.

Appendix 1

Plan

This drawing has been prepared for town planning purposes only and must not be used for construction or any other purpose.



Conversion of
Rough Beech Barn
and
1 & 2 Dowlands Bungalows
Dowlands Lane
Smallfield
Surrey
RH6 9SD

Site Location Plan
March 2021 - 1:1250@A3
499/P/11



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Appendix 2

Draft Planning Permission

GRANT OF PERMISSION (FULL PLANNING)

TA/2021/578

TANDRIDGE DISTRICT COUNCILTown & Country Planning Act 1990
Draft Document

Mr B Morle
Studios One & Two
Drivers Green
Rookery Hill
Outwood
RH1 5QZ

On behalf of KMG Independent Limited,

The TANDRIDGE DISTRICT COUNCIL as District Planning Authority under the provisions of Part III of the Town and Country Planning Act 1990 hereby **GRANTS** planning permission for: -

Conversion of 1 & 2 Dowlands Bungalows from Use Class C3 (dwellinghouses) to Use Class E (offices). Conversion of Rough Beech Barn from Use Class E (offices) into Use Class C3 (dwellinghouses) 2 x 3-bedroom dwellinghouses including the erection of a single storey side extension, alterations to rear roof pitch and removal of rainwater tank and shed. Conversion of existing outbuilding for use as a studio solely for unit 2. Formation of associated garden areas, car parking areas, and access paths and alterations to vehicular access arrangements.

At

Rough Beech Barn And Bungalows 1 & 2, Dowlands Lane, Smallfield, Surrey, RH6 9SD

in accordance with the application registered by the Council on the 12 April 2021 subject to the following conditions: -

1. The development hereby permitted shall start not later than the expiration of 3 years from the date of this permission.

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

2. This decision refers to drawings numbered 499/P1, 499/P2, 499/P3, 499/P4, 499/P5, 499/P6, 499/P11, 499/P12, 499/P13, 499/P14, 499/P15, 499/P16, 499/P17, 499/P18 received on 01/04/2021. The development shall be carried out in accordance with these approved drawings. There shall be no variations from these approved drawings.

Reason: To ensure that the scheme proceeds as set out in the planning application and therefore remains in accordance with the Development Plan.

3. No development shall start until full details of both hard and soft landscape works have been submitted to and approved in writing by the District Planning Authority and these works shall be carried out as approved. These details shall include:

- means of enclosure
- car parking layouts
- other vehicle and pedestrian access and circulation areas

- hard surfacing materials
- minor artefacts and structures (eg. furniture, play equipment, refuse or other storage units, signs, lighting etc.).

Details of soft landscape works shall include all proposed and retained trees, hedges and shrubs; ground preparation, planting specifications and ongoing maintenance, together with details of areas to be grass seeded or turfed. Planting schedules shall include details of species, plant sizes and proposed numbers/densities.

All new planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the completion or occupation of any part of the development (whichever is the sooner) or otherwise in accordance with a programme to be agreed. Any trees or plants (including those retained as part of the development) which within a period of 5 years from the completion of the development die, are removed, or, in the opinion of the District Planning Authority, become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the District Planning Authority gives written consent to any variation. The hard landscape works shall be carried out prior to the occupation of the development.

Reason: To maintain and enhance the visual amenities of the development in accordance with Policy CSP18 of the Tandridge District Core Strategy 2008 and Policy DP7 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

4. Before the development hereby approved is occupied the bathroom windows at ground and first floor levels on the north-western, south-western and south-eastern elevations windows shall be fitted with obscure glass and shall be non-opening unless the parts of the windows which can be opened are more than 1.7m above the floor of the room in which the windows are installed and shall be permanently maintained as such.

Reason: To protect the amenities and privacy of occupiers of adjoining properties in accordance with Policy CSP18 of the Tandridge District Core Strategy 2008 and Policy DP7 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

5. The development hereby approved shall not be first occupied unless and until space has been laid out within the site in accordance with the approved plans for vehicles to be parked and for vehicles to turn so that they may enter and leave the site in forward gear. Thereafter the parking and turning areas shall be used and retained exclusively for its designated purpose.

Reason: In order that the development should not prejudice highway safety nor cause inconvenience to other highway users, and to ensure that parking is provided and maintained in accordance with the Council's adopted standards, in accordance with Policy CSP12 of the Tandridge District Core Strategy 2008 and Policies DP5 and DP7 of the Tandridge Local Plan: Part 2 - Detailed Policies 2014.

6. The development hereby approved shall not be first occupied unless and until the proposed vehicular access to Dowlands Lane has been constructed and provided with visibility zones in accordance with the approved plans and approved in writing by the Local Planning Authority and thereafter the visibility zones shall be kept permanently clear of any obstruction over 1.05m high.

Reason: To ensure that the development does not prejudice highway safety nor cause inconvenience to other highway users in accordance with Policy CSP12 of the Core Strategy 2008 and policy DP5 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

7. The development hereby permitted shall be carried out in accordance with the recommendations and mitigation measures set out in Section 4.2 of the Preliminary Ecological Appraisal Survey produced by Arbtech Ltd, dated March 2021.

Reason: To ensure that the ecological interests of the site and any protected species are adequately safeguarded throughout the development, in accordance with Policy CSP17 of the Tandridge District Core Strategy 2008 and Policy DP19 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

8. The development hereby approved shall not be occupied unless and until each of the proposed dwellings are provided with a fast charge socket (current minimum requirements - 7 kw Mode 3 with Type 2 connector - 230v AC 32 Amp single phase dedicated supply) in accordance with a scheme to be submitted and approved in writing by the Local Planning Authority and thereafter retained and maintained to the satisfaction of the Local Planning Authority.

Reason: In order that the development should not prejudice highway safety nor cause inconvenience to other highway users and/or are required in recognition of Section 9 "Promoting Sustainable Transport" in the National Planning Policy Framework 2021 and to satisfy policy CSP12 of the Core Strategy DPDS (2008) and policy DP5 of the TLP Part 2: Detailed Policies (2014).

9. The materials to be used in the construction of the external surfaces of the development hereby permitted shall match in material, colour and texture those used in the existing building.

Reason: To ensure that the new works harmonise with the existing building to accord with Policy CSP18 of the Tandridge District Core Strategy 2008 and Policy DP7 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

10. The works comprised in the conversion and extension of Rough Beech Barn to two dwellings hereby permitted shall not be commenced before the works to convert 1 & 2 Dowlands Bungalows to offices has been completed.

Reason: To ensure the proper planning and development of the site in accordance with the agreed scheme, in accordance with Policy CSP18 of the Tandridge District Core Strategy 2008 and Policies DP4, DP7 and DP13 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification) no form of enlargement of the dwellings hereby permitted shall be carried out without the express permission of the District Planning Authority.

Reason: To retain control over the habitable accommodation at this property and ensure that the dwelling is not enlarged contrary to the District Planning Authority's restrictive policy for the extension of dwellings in the Metropolitan Green Belt in accordance with Policy CSP18 of the Tandridge District Core Strategy 2008 and Policy DP13 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

12. The building at 1 & 2 Dowlands Bungalows shall be used for offices and for no other purpose (including any other purpose in Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason: To ensure that the District Planning Authority retains strict control over the use of the premises as applied for in accordance with Policy CSP22 of the Tandridge District Core Strategy 2008 and Policy DP13 of the Tandridge Local Plan: Part 2 – Detailed Policies 2014.

Informatives

1. Condition 02 refers to the drawings hereby approved. Non-material amendments can be made under the provisions of Section 96A of the Town and Country Planning Act 1990 and you should contact the case officer to discuss whether a proposed amendment is likely to be non-material. Minor material amendments will require an application to vary condition 02 of this permission. Such an application would be made under the provisions of Section 73 of the Town and Country Planning Act 1990. Major material amendments will require a new planning application. You should discuss whether your material amendment is minor or major with the case officer. Fees may be payable for non-material and material amendment requests. Details of the current fee can be found on the Council's web site.

2. The development permitted is subject to a Community Infrastructure Levy (CIL) liability for which a Liability Notice will be issued. It is important that you ensure that the requirements of the CIL Regulations are met to ensure that you avoid any unnecessary surcharges and that any relevant relief or exemption is applied.

The Local Planning Authority has acted in a positive and creative way in determining this application, as required by the NPPF (2021), and has assessed the proposal against all material considerations including the presumption in favour of sustainable development and that which improves the economic, social and environmental conditions of the area, planning policies and guidance and representations received.

Draft Document

NB: *Please also see attached notes*