

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**
relating to the development of Land at Pentre
Meyrick, Vale of Glamorgan

Dated : 3rd April 2018.

2018

Vale of Glamorgan Council (1)

John George Richards Homfray (2)

Hafod Housing Association Limited (3)

TABLE OF CONTENTS

INTRODUCTION		
1	DEFINITIONS	2
2	CONSTRUCTION OF THIS DEED	5
3	LEGAL BASIS	6
4	CONDITIONALITY	6
5	THE OWNER'S AND DEVELOPER'S COVENANTS	6
6	MISCELLANEOUS	6
7	DISPUTES	7
8	NOTICES	8
9	WAIVER	8
10	CHANGE IN OWNERSHIP	8
11	VAT	8
12	JURISDICTION	9
13	DELIVERY	9
FIRST SCHEDULE		10
Form of notice of Planning Permission		
SECOND SCHEDULE		17
The Owner's and Developer's Covenants with the Council		

DATE

2018

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU ("Council"); and
- (2) **John George Richards Homfray** of Penllyn Court, Cowbridge, Vale of Glamorgan, CF71 7RQ ("the Owner");
- (3) **Hafod Housing Association Limited** a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 (Mutuals Public Register Number 18766R) whose registered address is St Hilary Court Cophthorne Way Culverhouse Cross Cardiff CF5 4ES ("the Developer")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site registered at HM Land Registry with Title no. CYM124086.
- 3 The Developer has entered into a conditional contract dated _____ with the Owner to buy the Site subject to conditions including the grant of Planning Permission.
- 4 The Developer has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

- | | |
|----------------------|--|
| "Act" | means the Town and Country Planning Act 1990; |
| "Administration Fee" | means the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this agreement being EIGHT HUNDRED AND FIFTY POUNDS (£850); |
| "Affordable Housing" | means housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values, including without limitation Social Rented Housing and Intermediate Housing, and where there is provision for the home to remain affordable for future eligible households or where staircasing to full ownership takes place, any subsequent capital receipts should |

	be recycled to provide replacement affordable housing;
"Affordable Housing Units"	means those Dwellings to be built and thereafter occupied as Affordable Housing comprising 100% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission which shall all be Social Rented Housing;
"Affordable Rent"	means (in cases where the relevant landlord is not a Local Authority) for a Social Rented Housing units a rent payable which is equal to or less than the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time or (in cases where the relevant Landlord is a Local Authority) a rent payable for an affordable rented housing unit determined by the Welsh Government from time to time and calculated using statistical information provided by individual local authorities or any other mechanism introduced to establish rent figures
"Application"	means the application for outline planning permission registered by the Council on 14 August 2014 submitted to the Council for the Development and allocated reference number 2014/00933/FUL;
"Chargee"	means any mortgagee or chargee of the Owner or the Developer or a receiver or manager (including an administrative receiver) appointed by any such mortgagee or chargee pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee or chargee or any receiver or manager;
"Chargee's Duty"	means the tasks and duties set out in paragraph 1.4 of Part 2 of the Second Schedule;
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earth works, any tree or hedge clearance, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, works connected with the diversion and laying of services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Development"	means the development of the Site for the construction of 13 affordable homes, access

	arrangements and associated works as set out in the Application;
"Development Quality Requirements"	means the development quality requirements produced by the Welsh Government current at the time of construction of the Affordable Housing Units;
"Disposal"	means either the sale of a freehold interest or the grant of a leasehold interest for a term in excess of 98 years and the expression "Disposed" shall be construed accordingly;
"Dwelling"	means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;
"Expert"	means a single expert qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the Parties within a period of 10 Working Days following a failure of the Parties to resolve the dispute, disagreement or difference pursuant to Clause 7 or failing agreement on such nomination, the Expert shall be nominated by the President for the time being of the Law Society;
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the Parties;
"Interest"	means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;
"Market Housing Unit"	means the general market housing for sale in the open market;
"Occupation", "Occupy" and "Occupied"	means beneficial 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;
"Party"	means the Council, the Owner or the Developer as appropriate and "the Parties" shall be construed accordingly;
"Plan"	means the plan attached to this Deed;
"Planning Permission"	means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule;

"Practical Completion"	means the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or like regulatory body) so as to enable immediate occupation;
"RSL"	means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and is zoned for any development in the Vale of Glamorgan;
"Site"	means the land against which this Deed may be enforced as shown edged red on the Plan;
"Social Rented Housing"	means housing provided by the RSL where rent levels have regard to the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time to and where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values and reference to Social Rented Housing Unit(s) shall be construed accordingly;
"Working Day"	means any day of the week other than a Saturday, Sunday or any statutory bank holiday.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph Schedule, Appendix or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Appendix, Schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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 unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any Party to this Deed shall include the successors in title to that Party and to any deriving title through or under that Party and in the case of the Council or the successors to its statutory functions.

2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner and the Developer under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting Party.

4 CONDITIONALITY

Clause 5 of this Deed is conditional upon and takes effect on:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development.

5 THE OWNER'S and DEVELOPER'S COVENANTS

5.1 The Owner and the Developer covenant with the Council as set out in the Second Schedule.

6 MISCELLANEOUS

6.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed and the Administration Fee.

6.2 Nothing in this Deed shall create any rights in favour of any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.

6.3 This Deed shall be registrable as a local land charge by the Council.

6.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

6.5 Insofar as any clause or clauses of this Deed 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 Deed.

6.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of Owner and the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 6.7.

6.8 Obligations contained in this Deed shall not be enforceable against:

6.8.1 any statutory undertaker or other person who acquires or who has acquired any part of the Site or interest therein or the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; nor

- 6.8.2 a Chargee (and its successors) of any RSL or residential occupier of an Affordable Housing Unit taking possession or effecting a power of sale under a charge in default subject to compliance by the Chargee with the Chargee's Duty.
- 6.9 Obligations contained in the Second Schedule to this Deed shall not be enforceable against owner-occupiers or tenants of Affordable Housing Units constructed pursuant to the Planning Permission and their successors in title.
- 6.10 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 6.11 Nothing in this Deed 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 Deed.
- 6.12 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

7. DISPUTES

- 7.1 Where the Parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction, then the Parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.
- 7.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the disputes, disagreement or difference shall be referred for determination in accordance with the provisions of this Clause 7 on the reference of any of the Parties to the dispute, disagreement or difference.
- 7.3 The dispute, disagreement or difference shall be referred to the decision of an Expert.
- 7.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties.
- 7.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:
- a. He shall call for representations from all parties within 10 working days of a reference to him under this Deed and shall require the Parties to exchange representations within this period;
 - b. He shall allow the Parties 10 working days from the expiry of the 10 working days period referred to in sub-clause (a) above to make counter representations;
 - c. Any representations or counter representations received out of time shall be disregarded by the Expert;
 - d. He shall provide the Party with a written decision (including his reasons within 10 working days of the last date for receipt of counter representations);
 - e. He shall be entitled to call for such independent Expert advice as he shall think fit;
 - f. His costs and the costs of any independent Expert advice called for by the Expert shall be included in his award.
- 7.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

8 NOTICES

8.1 Any notice or other written communication to be served upon or given by one Party to any other Party under the terms of this Deed shall be deemed to have been validly served or given in the following circumstances:

- a. if delivered by hand upon delivery at the address of the relevant Party; or
- b. if sent by post or recorded delivery post to the Party upon whom it is to be served or to whom it is to be given within 2 Working Days after the date of posting;

PROVIDED THAT if in accordance with the above provision any notice or other written communication would otherwise be deemed to be served or given after 17.00 hours such notice or other written communication shall be deemed to be served or given at 09.00 hours on the next Working Day.

8.2 The address for any notice of other written communication shall only be within the United Kingdom and is:

- a. for the Council: The Vale of Glamorgan Council, Dock Office, Subway Road, Barry Docks, Barry, CF63 4RT marked for the attention of The Head of Regeneration and Planning;
- b. for the Owner: Penllyn Court, Cowbridge, CF71 7RQ;
- c. for the Developer St Hilary Court, Copthorne Way, Culverhouse Cross, Cardiff, CF5 6ES;

or such other address as any Party may notify to the others at its address of service from time to time.

8.3 In the event that the Parties decide that the recipients of any notice or other written communication should change from the individuals referred to in clauses 8.2 above the Parties shall notify each other in writing giving details of the replacement individual(s).

8.4 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

8.5 The Owner and the Developer agree to give to the Council notice in writing within 10 Working Days of becoming aware of the Key Events as they each occur.

9 WAIVER

No waiver (whether expressed or implied) by the Council, of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner and the Developer agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or Dwelling purchased by reference to a plan.

11 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales as they apply in Wales.

13 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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2014/00933/FUL

THE VALE OF GLAMORGAN COUNCIL

Town and Country Planning Act 1990
Planning and Compulsory Purchase Act 2004
The Town and Country Planning (Development Management Procedure) (Wales)
Order 2012

FULL PLANNING PERMISSION

Agent:
Mr. Jon Hurley,
WYG Planning and Environment,
5th, Floor Longcross Court,
47, Newport Road,
Cardiff,
CF24 0AD

Applicant:
Hafod Housing Association Ltd,
c/o Agent.

Development of 13 affordable homes, access arrangements and associated works, including off-site highway improvements at Land at Pentre Meyrick

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 14 August 2014 subject to the following condition(s):

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

Reason:

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

2. The development shall be carried out in accordance with the following approved plans and documents:-
 - Location Plan, received 5 August 2014;
 - Site Plan, Dwg. No. (PA)1001D, received 5 August 2014;
 - Road Details, Dwg. No. (PA)1003, additional plans received 3 September 2015;
 - House Details, Dwg. No. (PA)1004B, received 5 August 2014;
 - Bungalow Details, Dwg. No. (PA)1005C, received 5 August 2014;
 - External Works, Dwg. No. (PA)1006C, received 5 August 2014;
 - Highway Works, Dwg. No. (PA)1007B, amended plans received 13 October 2016;
 - Existing Arrangement, Dwg. No. 0836 001 A, additional drawings received 1 March 2016;
 - Proposed A48 Puffin Crossing, Dwg. No. 0836 004 D, additional drawings received 5 July 2016;
 - Traffic count information received 1 March 2016;

- Site Views, received 6 August 2014;
- Planning Statement, received 5 August 2014;
- Design and Access Statement, received 5 August 2014;
- Ecological Assessment by David Clements Ecology Ltd, received 5 August 2014;
- Public Transport Trip Generation Assessment, by Acstro, received 2 June 2015;
- Agricultural Considerations, received 5 August 2014; and
- Statement of Community Involvement, received 5 August 2014.

Reason:

For the avoidance of doubt as to the approved development and to accord with Circular 016:2014 on The Use of Planning Conditions for Development Management.

3. No development shall take place until the associated off-site highway works, which include, a Puffin crossing of the A48, the widening of the existing and the provision of new pedestrian footways along the adjacent highway, and additional street lighting facilities, have been implemented in full, in general accordance with Dwg. No. (PA)1007B, Highway Works, received on 13 October 2016, and subject to the agreement of the full engineering details with the Local Planning Authority.

Reason:

To ensure adequate pedestrian access to the site in the interest of highway safety and sustainability in accordance with Policies SP1-Delivering the Strategy, SP7-Transportation, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan, and national guidance contained in Planning Policy Wales and TAN18-Transport.

4. Before the commencement of any works on site, full engineering details of the internal site layout, including the improvements to the means of access from the adopted highway, as shown on Dwg. No. (PA)1003, shall be submitted to and approved in writing with the Local Planning Authority. The development shall be implemented thereafter in accordance with the agreed details before the first beneficial occupation of any one of the dwellings hereby permitted.

Reason:

In the interests of highway safety in accordance with Policies SP1-Delivering the Strategy, MD1-Location of New Development and MD2-Design of New Development of the Local Development Plan.

5. Prior to their use in the construction of the development hereby approved, a schedule of the proposed materials to be used, including samples, shall be submitted to and approved in writing by the Local Planning Authority and

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

Reason:

In the interests of visual amenity and the character and appearance of the surrounding countryside in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development and MD2-Design of New Development of the Local Development Plan.

6. Before their installation on site full details of the garden sheds as indicated on the Site Plan, Dwg. No. (PA)1001D, received 5 August 2014, shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be implemented thereafter in accordance with the approved details.

Reason:

Full details have not been provided and in the interests of visual amenity and the character and appearance of this rural location in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan.

7. Notwithstanding the submitted plans, before its installation on site, further details of the means of enclosure, shall be submitted to and agreed in writing with the Local Planning Authority. The submitted details shall pay particular regard to the provision of a new native hedgerow along the northern boundary of the site, and the maintenance and enhancement of the existing hedgerows.

Reason:

In the interests of visual amenity and the character and appearance of the surrounding countryside, along with the biodiversity of the area, in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan, plus the Supplementary Planning Guidance on Biodiversity and Development.

8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 and the Town and Country Planning (General Permitted Development) Order 1995, (or any Orders revoking or re-enacting those Orders with or without modification), no gates, fences, walls or other means of enclosure (other than those approved as part of Condition 7) shall be erected, constructed or placed on the outer boundary of the application site without the prior written consent of the Local Planning Authority.

2014/00933/FUL

Reason:

In the interests of visual amenity and the character and appearance of the surrounding countryside, along with the biodiversity of the area, in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan, plus the Supplementary Planning Guidance on Biodiversity and Development.

9. Notwithstanding the submitted plans further details of the proposed landscaping of the site, which shall pay particular regard to appropriate screening on the boundaries of the site, specifically to the north and east to the adopted highway, shall be submitted to the Local Planning Authority prior to first beneficial occupation of the development.

Reason:

In the interests of visual amenity and the character and appearance of the surrounding countryside, along with the biodiversity of the area, in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan, plus the Supplementary Planning Guidance on Biodiversity and Development.

10. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings 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.

Reason:

To ensure satisfactory maintenance of the landscaped area in the interests of visual amenity and the character and appearance of the surrounding countryside, along with the biodiversity of the area, in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, MD1-Location of New Development, and MD2-Design of New Development of the Local Development Plan, plus the Supplementary Planning Guidance on Biodiversity and Development.

11. The development hereby permitted shall be implemented in accordance with the recommendations contained in the Ecological Assessment prepared by David Clements Ecology Ltd., dated August 2012 and received 5 August 2014, including the following requirements to be carried out before beneficial occupation of each dwelling and retained thereafter:-

2014/00933/FUL

- the northern boundary to be formed of a new native species hedgerow;
- provision be made for bird/bat roosting sites (suitable access or boxes) on at least 4 No. of the units hereby permitted;
- limit new lighting along boundaries to allow light-sensitive species of bat to continue to use the site; and
- all landscape and boundary planting is comprised of locally occurring native species.

Reason:

In the interests of ecology and biodiversity and to ensure adequate mitigation for protected species in accordance with Policies MG21-Sites of Importance for Nature Conservation, Regionally Important Geological and Geomorphological Sites and Priority Habitats and Species, and MD9-Promoting Biodiversity of the Local Development Plan, TAN5-Nature Conservation and Planning, and the Conservation of Habitats and Species Regulations 2010.

12. No development approved by this permission shall commence until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which shall be submitted by the applicant and approved in writing by the Local Planning Authority and the programme and scheme shall be fully implemented as defined in the approved details.

Reason:

In order that archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied and to ensure compliance with Policies SP10-Built and Natural Environment and MD8-Historic Environment of the Local Development Plan.

13. A scheme for the comprehensive and integrated drainage of the development site, including details of how foul water, surface water and land drainage will be dealt with shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. In particular foul and surface water shall be drained separately from the site, and no surface water or land drainage run-off to connect to the public sewerage system. The approved scheme of drainage shall be implemented and completed in full accordance with the agreed details prior to the first occupation of any dwelling on the site.

Reason:

To ensure the effective drainage of the site and that no adverse impact occurs to the environment or the existing public sewerage system in accordance with Policies SP1-Delivering the Strategy, SP10-Built and Natural Environment, and MD7-Environmental Protection of the Local Development Plan.

Reason for Granting Planning Permission

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011.

Having regards to Policies ENV1-Development in the Countryside, ENV2-Agricultural Land, ENV10-Conservation of the Countryside, ENV11-Protection of Landscape Features, ENV16-Protected Species, ENV18-Archaeological Field Evaluation, ENV19-Preservation of Archaeological Remains, ENV27-Design of New Developments, ENV28-Access for Disabled People, ENV29-Protection of Environmental Quality, HOUS2-Additional Residential Development, HOUS3-Dwellings in the Countryside, HOUS8-Residential Development Criteria, HOUS12-Affordable Housing, HOUS13-Exception Sites for Affordable Housing in the Rural Vale, TRAN10-Parking, REC3-Provision of Open Space within New Residential Developments, REC6-Children's Playing Facilities, and Strategic Policies 1 & 2-The Environment, 3-Housing, 7-Transportation Network Improvement and 8-Transportation of the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011; Supplementary Planning Guidance on Affordable Housing, Sustainable Development, Design in the Landscape, Amenity Standards, Biodiversity and Development, and Planning Obligations; and national guidance contained in Planning Policy Wales, TAN2-Planning and Affordable Housing, TAN5-Nature Conservation and Planning, TAN6-Planning for Sustainable Rural Communities, TAN12-Design, TAN16-Sport, Recreation and Open Space, and TAN18-Transport; it is considered that the additional proposals for off-site highway works should result in a more sustainable development. In light of this change it is considered that, based on the material considerations outlined within the report, the proposal represents an acceptable form of residential development that justifies a departure from the current development plan as an exception site for affordable housing. In addition it is considered that, subject to appropriate conditions, the proposal should have no significant adverse impact on highway safety, the character and appearance of the area, neighbouring and general amenities, and other issues such as ecology, archaeology and drainage. The revised proposals therefore comply with the relevant national planning policies and supplementary planning guidance.

NOTE:

2014/00933/FUL

1. You will note that a condition has been attached to this consent requiring an archaeological investigation of the site before commencement of development. For further details on this requirement you can contact the Glamorgan-Gwent Archaeological Trust, at Heathfield House, Heathfield, Swansea, SA1 6EL. Tel: (01792 655208).
2. The attention of the applicant is drawn to the fact that a public sewer runs through the site and may be affected by the development.
3. Please note that a legal agreement/planning obligation has been entered into in respect of the site referred to in this planning consent. Should you require clarification of any particular aspect of the legal agreement/planning obligation please do not hesitate to contact the Local Planning Authority.
4. Where the work involves the creation of, or alteration to, an access to a highway the applicant must ensure that all works comply with the appropriate standards of the Council as Highway Authority. For details of the relevant standards contact the Visible Services Division, The Vale of Glamorgan Council, The Alps, Wenvoe, Nr. Cardiff. CF5 6AA. Telephone 02920 673051.
5. Dwr Cymru Welsh Water (DCWW) have advised that new legislation in the form of a Mandatory Build Standard has been introduced which relates to development communicating with the public sewerage system. You are therefore advised to contact the DCWW Developer Services on 0800 917 2652 at the earliest opportunity.
6. The developer is advised to follow the Vale of Glamorgan Council's Advisory Notes for Demolition and Construction Sites which can be obtained from the Pollution Control team, Tel. 01446 709105 or email: regserv@valeofglamorgan.gov.uk.

Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

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2014/00933/FUL

The commencement of development without firstly meeting in full the terms of any conditions that require the submission of details prior to the commencement of development will constitute unauthorised development. This will necessitate the submission of a further application to retain the unauthorised development and may render you liable to formal enforcement action.

Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal enforcement action in the form of a Breach of Condition Notice.

Dated: DRAFT

Head of Regeneration and Planning

**IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES
ATTACHED TO THIS FORM.**

FIRST SCHEDULE

Form of Draft Planning Permission

SECOND SCHEDULE

The Owner and Developer's Covenants with the Council

1. AFFORDABLE HOUSING

PART 1

- 1.1 To construct or procure the construction of the Affordable Housing Units:
- (a) in accordance with the Planning Permission;
 - (b) to a standard which satisfies the Development Quality Requirements or such other mandatory standards as are set by Welsh Government at the time of construction.
- 1.2 To procure that, from the date of Practical Completion of each Affordable Housing Unit it shall not be used other than as a Social Rented Housing Unit in perpetuity PROVIDED THAT this obligation shall not:
- (a) apply to any Affordable Housing Units which an RSL or the Council shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation);
 - (b) be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty.
- 1.3 To identify initial and future occupiers of the Affordable Housing Units by using the Council's local lettings policy.

PART 2

CHARGEES DUTY

- 1.4 The Chargee prior to seeking to dispose of any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months prior notice in writing to the Council of its intention to dispose ("the Notice") and:
- (a) in the event that the Council responds within 2 months from receipt of the Notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
 - (a) if the Council does not serve its response to the Notice within 2 months of the receipt of the Notice then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Second Schedule which shall from the time of the disposal cease to apply.
 - (b) if the Council cannot within 2 months of the date of service of its response under paragraph 1.4(a) secure such transfer then provided that the Chargee shall have complied with its obligations under this Part 2 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Second Schedule which shall from the time of the disposal cease to apply.

PROVIDED THAT at all times the rights and obligations in this clause 1.4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

PLAN
1

00m

Pump

5 MET

HOUSE

Plas
Newydd

NASH VIEW

Client HAFCD HOUSING	Sheet LOCATION PLAN
Date DEC 2014	(PA)2005D
Scale 1:1250@A4	

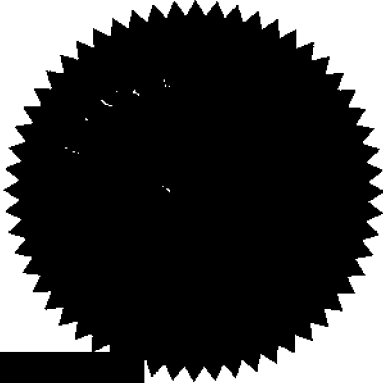
1:1250@A4, FROM 51, NEWYDD
Vale of Glamorgan. CF62 3AL

PLAN

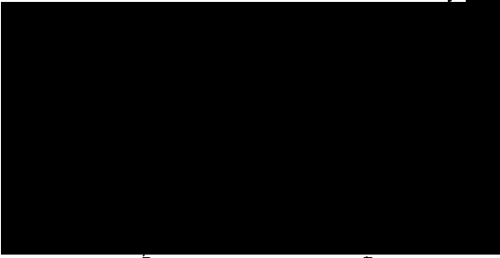
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED as a **DEED** on behalf of the **Vale of Glamorgan Council**
By the affixing of its seal in the presence of

~~DEBBIE MARLES/VICTORIA DAVIDSON~~
Head of Legal Services/Operational Manager Legal Services



Signed as a **DEED** by
JOHN GEORGE RICHARDS HOMFRAY
in the presence of:



16724
1 of 3

TALIA AIKENS
J.P. Solicitors
The Pavilions, Cambridge
Schofield

Executed as a **DEED** by affixing the Common Seal of
HAFOD HOUSING ASSOCIATION LIMITED
in the presence of:

Company Secretary



Board Member

