

DATED

2019

**CHARLOTTE MARIA CHURCH**

- and -

**JONATHAN POWELL**

- to -

**VALE OF GLAMORGAN COUNCIL**

**UNILATERAL UNDERTAKING**

under Section 106 of the Town and Country  
Planning Act 1990

relating to land at  
The Spinney, Twyncyn, Dinas Powys, CF64 4AS

**THIS DEED** is made the

day of

2019

**FROM:**

- (1) **CHARLOTTE MARIA CHURCH** of The Spinney, Twyncyn, Dinas Powys, CF64 4AS (“the Owner”);
- (2) **JONATHAN POWELL** of The Spinney, Twyncyn, Dinas Powys, CF64 4AS (“the Applicant”)

**TO:**

- (3) **VALE OF GLAMORGAN COUNCIL** of Civic Offices, Holton Road, Barry, CF63 4RU (“the Council”);

**BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated
- (B) The Applicant has made the Planning Application and will carry out the Development
- (C) The Owner is the freehold owner of the Site registered under Title Number WA699516 and will carry out the Development
- (D) The Council having regard to the provisions of the development plan and to all other material considerations will grant Planning Permission for the Development
- (E) The Owner and The Applicant have agreed with the Council that pupils approaching and leaving the Site in connection with the Development shall follow a prescribed route.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Undertaking the following words and phrases shall unless the context otherwise requires have the following meanings:

“Development”	the development of the Site authorised by the Planning Permission.
“Plan”	the plan attached at Schedule 2
“Planning Application”	the application for full planning permission under reference number 2019/00690/FUL for the change of use of part of the Site from Granny Annex and Studio to new home school (Use Class D1).
“Planning Permission”	the planning permission granted by the Council in relation to the Planning Application.
“Pick Up and Drop Off Point”	The defined place that pupils attending the Site are to be picked up and dropped off as more particularly described in

	the Travel Plan
“Pupil”	any child enrolled for attendance at the Development
“Site”	the land The Spinney, Twyncyn, Dinas Powys, CF64 4AS shown edged and coloured red on the Plan
“TCPA 1990”	Town and Country Planning Act 1990.
“Travel Plan”	means the plan for the management of traffic related to the Development prepared by DW Transportation and dated September 2019 which is attached at Schedule 3 or such replacement document approved in writing by the Council.
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
“Working Day”	any day which is not a Saturday, a Sunday, a bank holiday for a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party’s personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.

- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.16 Where a matter requires a party's agreement approval expression of satisfaction or otherwise falls within a party's discretion that party shall provide such agreement approval expression of satisfaction and exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this deed without undue delay.

## **2. STATUTORY PROVISIONS**

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

## **3. CONDITIONALITY**

With the exception of Clause 6 this deed is conditional on the grant and issue of the Planning Permission.

## **4. COVENANTS TO THE COUNCIL**

The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1

**5. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest

**6. DETERMINATION OF DEED**

The obligations in this deed (with the exception of Clause 8) shall cease to have effect if before the commencement of Development within the meaning of section 56 of the TCPA 1990, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge

**7. LOCAL LAND CHARGE**

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

**8. COUNCIL'S COSTS**

The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed

**9. NO FETTER OF DISCRETION**

- 9.1 Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities
- 9.2 The right given to the Council by virtue of paragraph 4 of the Schedule without prejudice to any other remedy available to the Council for breach of the covenant at paragraph 1 of the Schedule

**10. WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**11. FUTURE PERMISSIONS**

Nothing in this agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

**12. AGREEMENTS AND DECLARATIONS**

The parties agree that:

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

**13. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**14. VALUE ADDED TAX**

Each amount stated to be payable to the Council by the Owner under or pursuant to this deed is exclusive of VAT (if any).

**15. GOVERNING LAW**

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

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

## **SCHEDULE 1**

### **COVENANTS TO THE COUNCIL**

The Owner hereby covenants with the Council:

1. to ensure that the designated Pick Up and Drop Off Point is used by Pupils attending the Site in accordance with the Travel Plan;
2. not to cause or permit Pupils attending the Site to be picked up or dropped off at the Site or at any other place other than at the Pick Up and Drop Off Point or in accordance with the Travel Plan;
3. to ensure that all Pupils or other persons attending the Site for the purposes of the Development comply with the provisions of the Travel Plan;
4. that the use of the Site for the purposes of the Development will cease by 17 July 2020.

## **SCHEDULE 2**

### **THE PLAN**



H.M. LAND REGISTRY

TITLE NUMBER

WA699516

ORDNANCE SURVEY  
PLAN REFERENCE

ST1471

Scale  
1/2500

COUNTY SOUTH GLAMORGAN

DISTRICT VALE OF GLAMORGAN

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NOTE. AREAS ON THIS PLAN ARE EXPRESSED  
IN ACRES AND DECIMALS

ADMINISTRATIVE AREA  
THE VALE OF GLAMORGAN  
BRO MORGANNWG

8772  
36.43

Golf Course

Cocd Twyncyn

Twyncyn

Bryncethin  
(Old Ladies Home)

Tennis Courts

Tennis Courts

Tennis Courts



**SCHEDULE 3**  
**THE TRAVEL PLAN**

## Technical Note

### DWT197 – Proposed Primary School, The Spinney, Dinas Powys

September 2019

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#### 1. Introduction

This Technical Note has been produced by DW Transportation Limited on behalf of Mr Jonathan Powell (the 'Applicant'), who is seeking planning permission to change the use of the existing annexe building (Use Class C3 Dwelling Houses) at The Spinney, Twyncyn, Dinas Powys CF64 4AS (the 'Site'), to provide a school (Use Class D1).

There are a number of highway and transport matters pertaining to this change of use all of which have been duly considered within this technical note.

This document should be read alongside the other supporting planning documentation, in particular the planning statement produced by Reading Agricultural Consultants, the supporting statement by Thrings and the travel plan by DW Transportation.

There is one drawing appended to this note: Drawing 01 Car Parking and Swept Path Analysis.

#### Site Meeting

A meeting was held at the Site at the top (north) of the Twyncyn on Tuesday 10 September 2019. In attendance were representatives of Thrings, DW Transportation and Reading Agricultural Consultants and the Vale of Glamorgan transport team Leader, Lee Howells. At the meeting all of the

Council's previously identified issues were discussed and ways forward for addressing these issues were discussed and agreed in principle. The specific issues can be summarised as follows:

1. Visibility splays of 2.4m x 43m required (speed survey);
2. No parking plan;
3. Access 4.5m for the first 10m / passing bays;
4. Details of staff numbers, type of commercial vehicle; and
5. No footways along Twyncyn.

The opinion of Mr Howells was that "none of the issues were insurmountable".

At the meeting it was confirmed that these issues could be addressed by:

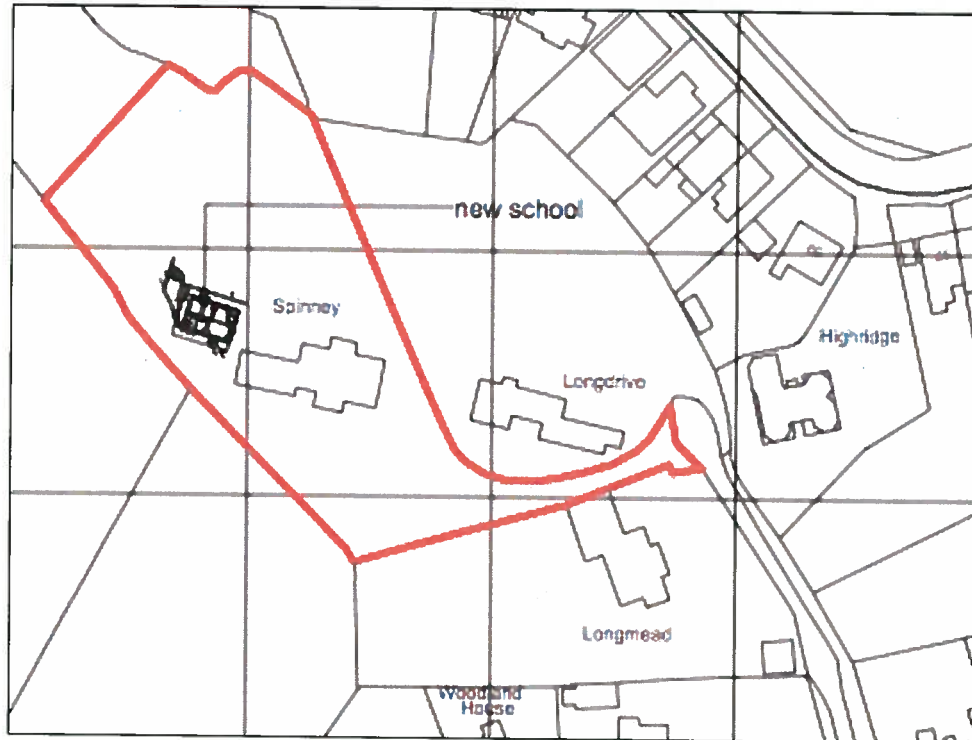
- Obtaining traffic data for Twyncyn (points 1 & 5); [see section 2]
- Providing a 1:200 scale parking drawing (point 2) [see Drawing 01]
- Confirming trip generation for the School (point 3); [see section 4]
- Confirming staff numbers (point 4) [see section 3]

## 2. Existing Situation

The Site is that of The Spinney, Twyncyn, Dinas Powys, which is a substantial residential property with an annexe building, ample parking and manoeuvring space and large gardens. The site is accessed via a 100m long shared private drive from the public highway at the northern end of Twyncyn.

The application area is shown on Figure 2-1.

**Figure 2-1**  
**Application Area**



## Existing Trip Generation

The existing annexe building has two floors, has a footprint area of approximately 69.5sqm and is a building enjoyed as part of the main house. Its main previous use was a home studio. The annexe as a stand-alone building is assumed to have no extant trip generation separate to that of the house.

## Existing Twyncyn Traffic Flows

Traffic data was collected at Twyncyn using Automatic Traffic counters installed for 7 days from 14 September 2019. The data demonstrates that the greatest number of trips on any one weekday was 82 northbound and 85 southbound. During the school AM peak hour (0900-1000), six vehicles were recorded travelling northbound and five southbound. Assuming these vehicles are evenly profiled across the hour, this would equate to one vehicle every 10 minutes. It could therefore be concluded that, as a worst case, the walking bus could encounter one vehicle on Twyncyn on their journey to school.

This level of existing traffic, combined with the negligible number of staff trips, does not require the introduction of any mitigation for the proposed school to operate safely within the context of highway safety.

The raw ATC data may be provided on request by sending an email to [info@dwtransportation.com](mailto:info@dwtransportation.com)

## **Access**

Access to the Site is via a shared private drive commencing at the northern end of Twyncyn. The access road is tarmac single-lane with no footway. Twyncyn is a typical, historic, suburban road measuring approximately 5.5m wide with no footways.

## **Sustainability (Staff and Visitors)**

The nearest bus stops are on St Andrew's Road, which are some 0.6km from the Site. This is an acceptable walking distance to a school and pedestrian facilities are provided which connect the bus stops with the private drive. Whilst the private drive does not have separate footway, it only serves three residential properties and so is very lightly trafficked with good levels of forward visibility and thus is not considered hazardous.

The nearest train station, Dinas Powys, is approximately 1.2km from the Site. This is well within the preferred maximum of 2km suggested by the Chartered Institute of Highways and Transportation and so rail is considered an acceptable mode of transport for travelling to/from the school.

The Sustrans website's online mapping indicates that the National Cycle Network does not pass through Dinas Powys. Therefore any visitors wishing to travel to the site by bicycle would need to make use of on-carriageway routes only.

Overall, the site is considered to be in a sustainable location with both bus and rail options being available.

## **Waste Collections**

Waste is collected from the end of the private drive/top of Twyncyn. The applicant plans to make the school as sustainable as possible by composting food waste on Site. Pupils will be required to take any litter and recyclables home with them each day for recycling. As such, no additional waste collection vehicles will be generated.

## **Highway Safety**

Historic accident records demonstrate that no personal injury accidents have been recorded on Twyncyn in the past 20 years. The adjacent highway network is therefore considered to be safe for all road users.

## **3. Proposed Development**

The proposal seeks to change the use of the existing C3 dwelling house annexe building to The Spinney, Twyncyn, Dinas Powys to provide a school (D1 Use Class). The school will have capacity for 20 students, aged 10-12, and will employ two full-time teaching staff. There would no ancillary staff.

The school would operate from 10am – 4.30pm.

## **4. Trip Generation**

The trip generation for the proposed school has been considered from first-principles (as opposed to using generic TRICS data), as this is considered to be the most accurate method.

In terms of staff, the assumption is that both teachers would travel to work separately by car. There will be no ancillary staff employed. School meals will not be provided and so no catering staff trips will be generated.



Whilst the staff trips would access the Site to park, parents/guardians would not be permitted access to the private drive. Parents will only be permitted to set down/pick-up at a specified location and this is discussed further in section 7.

## 5. Parking Strategy

The adopted parking standards for the Vale of Glamorgan advise that schools should be provided with the following levels of parking provision.

- 1 commercial vehicle space;
- 1 space per each member of teaching staff;
- 1 space per 2 ancillary staff;
- 3 visitor spaces (to include 1 space for disabled people); and
- Bus parking as required.

The proposed layout drawing demonstrates that the site will accommodate the following parking spaces.

Staff	2 spaces
Visitors	2 spaces

Given the scale and temporary nature of the proposed school, a commercial parking space is not considered necessary.

It is also considered that a dedicated disabled space would only be provided should the need arise.

Swept path analysis has been undertaken using a 5.5m long van. The analysis shows that this size vehicle can turn within the site without encroaching into parking spaces.

## 6. Emergency Vehicle Access

Emergency vehicle access to the site will be retained at all times.



## **7. Set Down and Pick Up**

There are no proposals for a pick-up/set-down facility on the site. Whilst this is a requirement of the parking standards, it is considered that this would be more relevant to more traditional schools in the urban area. The proposed school is relatively small with a capacity for 20 pupils and is located outside of the urban area. Whilst such a facility would be of benefit, the applicant does not wish to attract vehicles to the site or the adjacent road network, as it is not considered appropriate due to the suburban/semi-rural location and the standard of highway infrastructure. However, it is recognised that pupils will require a means of accessing the school safely and so it is proposed that pupils are collected from a suitable meeting point (or points) on the public highway or public land by bus. Therefore the applicant has agreed terms with the Dinas Powys Bowling Club to allow parents to use the car park to set down and collect their children. Further information regarding this arrangement can be seen in the accompanying travel plan.

Not all parents will set down/pick up in this location. The school will operate a lift share scheme whereby some pupils will share a lift with a teacher.

## **8. Impact of Proposed Development**

The traffic impact of the proposed school would be negligible. The only new vehicle trips would be those generated by the two members of teaching staff. The negligible number of new vehicle trips would have no material impact on highway safety.

It has been demonstrated that the traffic volumes on Twyncyn are extremely low with only 6 cars per hour during the proposed school's set down/pick up periods. The impact on pedestrian safety would therefore be negligible.

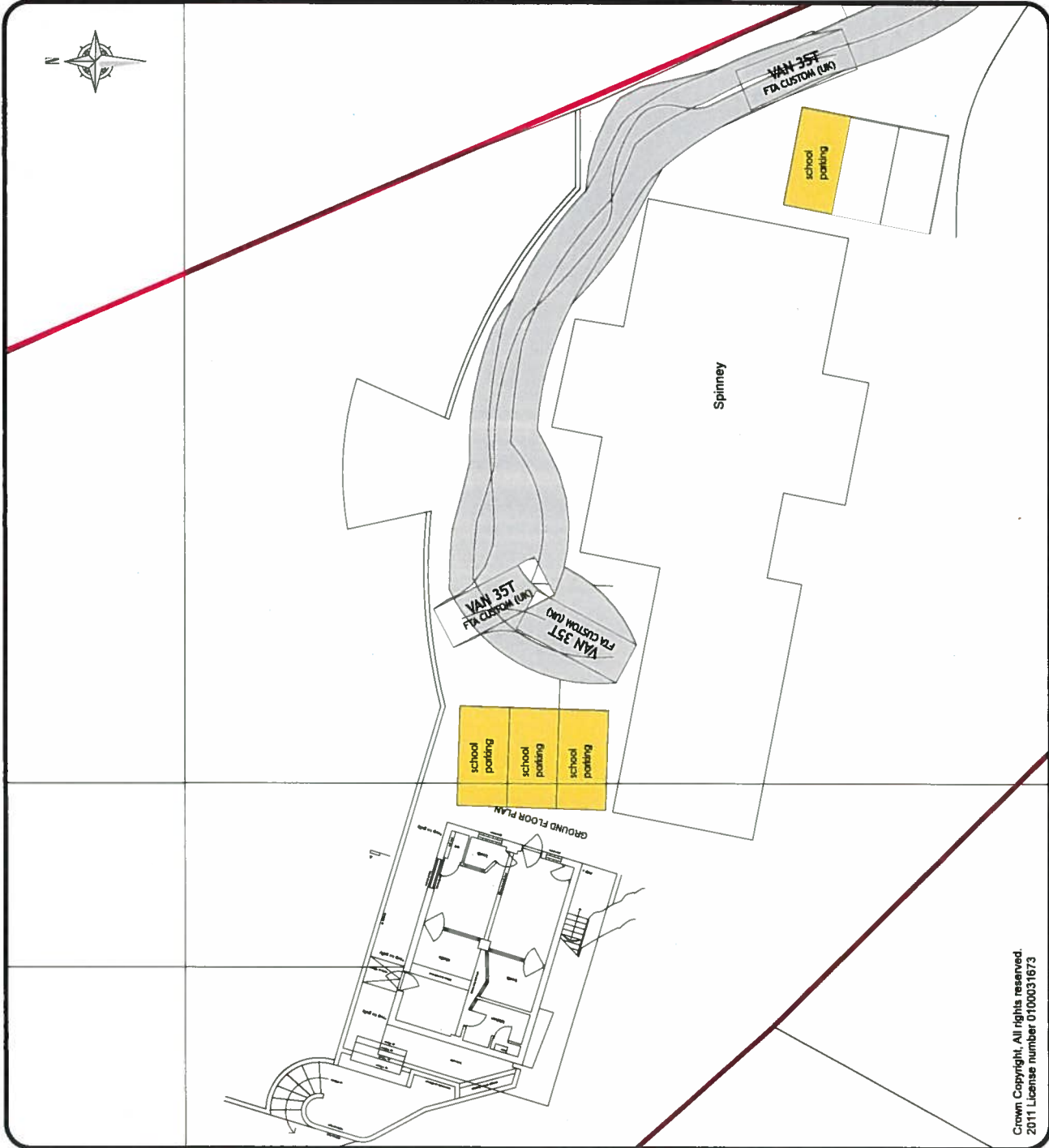
## **9. Summary**

The proposed development would comprise a small school requiring a change of use of the existing annexe building at The Spinney, Twyncyn. Four parking spaces would be available on the site for two staff and two visitors. There would be space on the site to turn a small commercial vehicle.

The proposed school would generate very few vehicle trips. The only new trips to the Site would be those generated by the two members of teaching staff.

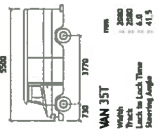
The proposed school is intended to be unobtrusive and operate with minimal disturbance to the surrounding residents. By applying a 'walking bus' system to get the children to school will mean that the impact on the highway network will be negligible and all pupils will have a safe, healthy and sustainable way of travelling to the school without any undue impacts on highway safety or the transport system.

As such, no reasons have been identified to suggest that the proposed development should not be supported and recommended for approval by the local highway authority.



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Notes



No.	Revision/Issue	Date

Client  
**Mr J Powell**

  
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Vale of Glamorgan  
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T01792 219322  
www.dwtransportation.com

Project  
**PROPOSED SCHOOL  
THE SPINNEY, TWYNCYN  
DINAS POWYS**

Drawing  
**PROPOSED PARKING LAYOUT  
AND SWEEP PATH ANALYSIS**

Project No <b>DWT197</b>	Drawing No. <b>01</b>
Date <b>14.08.2019</b>	
Scale <b>1:200@A3</b>	

## Travel Plan

### DWT197 – Proposed Primary School, The Spinney, Twyncyn, Dinas Powys

September 2019

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#### 1. Introduction

This Travel Plan is prepared on behalf of Mr J Powell. It is produced in support of their planning application to change the use of an annexe building on their premises to a temporary D1 primary school use.

Following this introduction the document sets out the existing transport situation in Section 2 and is followed by a method of transporting school children, which has been agreed in principle by the Vale of Glamorgan Council.

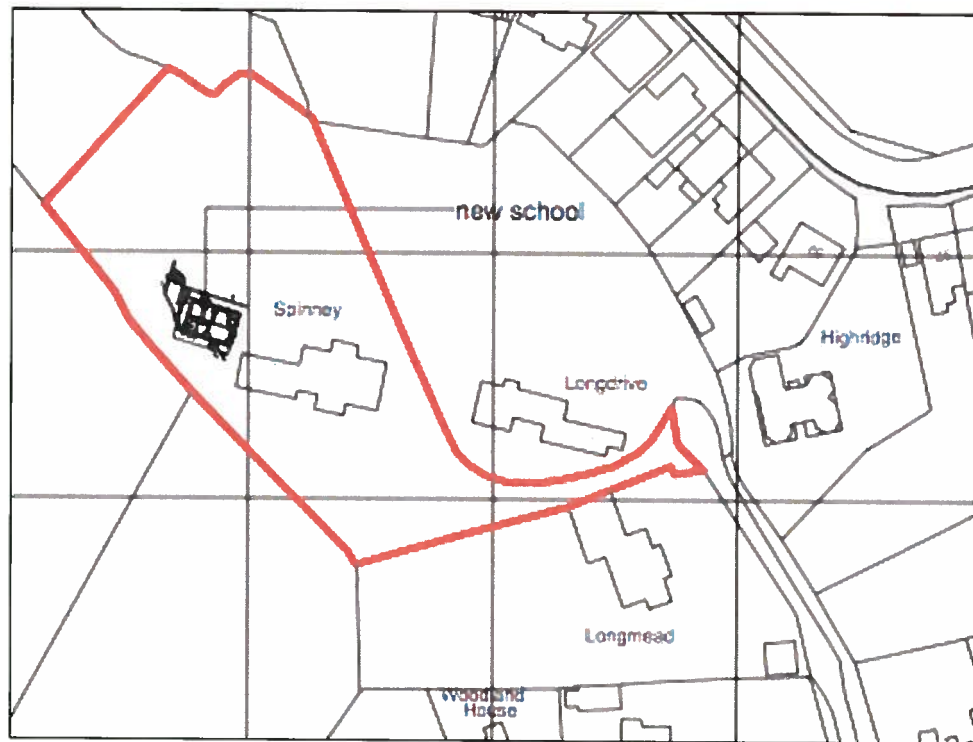
This document is better read in conjunction with the Transport Statement and is also forms Schedule 3 of a Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990.

#### 2. Existing Situation

The Site is that of The Spinney, Twyncyn, Dinas Powys, which is a substantial residential property with an annex building, ample parking and manoeuvring space and large garden. The site is accessed via a 100m long shared private drive from the public highway at the northern end of Twyncyn.

The application area is shown on Figure 2-1.

**Figure 2-1**  
**Application Area**



## **Sustainability (Staff/Visitors)**

The nearest bus stops are on St Andrew's Road, which are some 0.6km from the site. This is an acceptable walking distance to a school and pedestrian facilities are provided which connect the bus stops with the private drive. Whilst the private drive does not have separate footway, it is very lightly trafficked with good levels of forward visibility and thus is not considered hazardous.

The nearest train station, Dinas Powys, is approximately 1.2km from the site. This is well within the preferred maximum of 2km suggested by the Chartered Institute of Highways and Transportation and so rail is considered an acceptable mode of transport for travelling to/from the school.

The Sustrans online mapping indicates that the National Cycle Network does not pass through Dinas Powys. Therefore any visitors wishing to travel to the site by bicycle would need to make use of on-carriageway routes only.

Overall, the site is considered to be in a sustainable location with both bus and rail options being available.

### 3. Proposed Development

The proposal seeks to change the use of the existing C3 dwelling house annex building to The Spinney to D2 non-residential institution (Primary School). The school will have capacity for 20 students, aged 10-12, and will employ two full-time teaching staff. There would no ancillary staff.

### 4. Set Down and Pick Up & Walking Bus

School children will be set down and picked up at the Dinas Powys Bowls Club car park, which is located approximately 0.6km from the Site. The pedestrian route between the school and bowling club is shown on Figure 4-2 along which a 'walking bus' will travel and be safely managed by school staff and any volunteer parents.

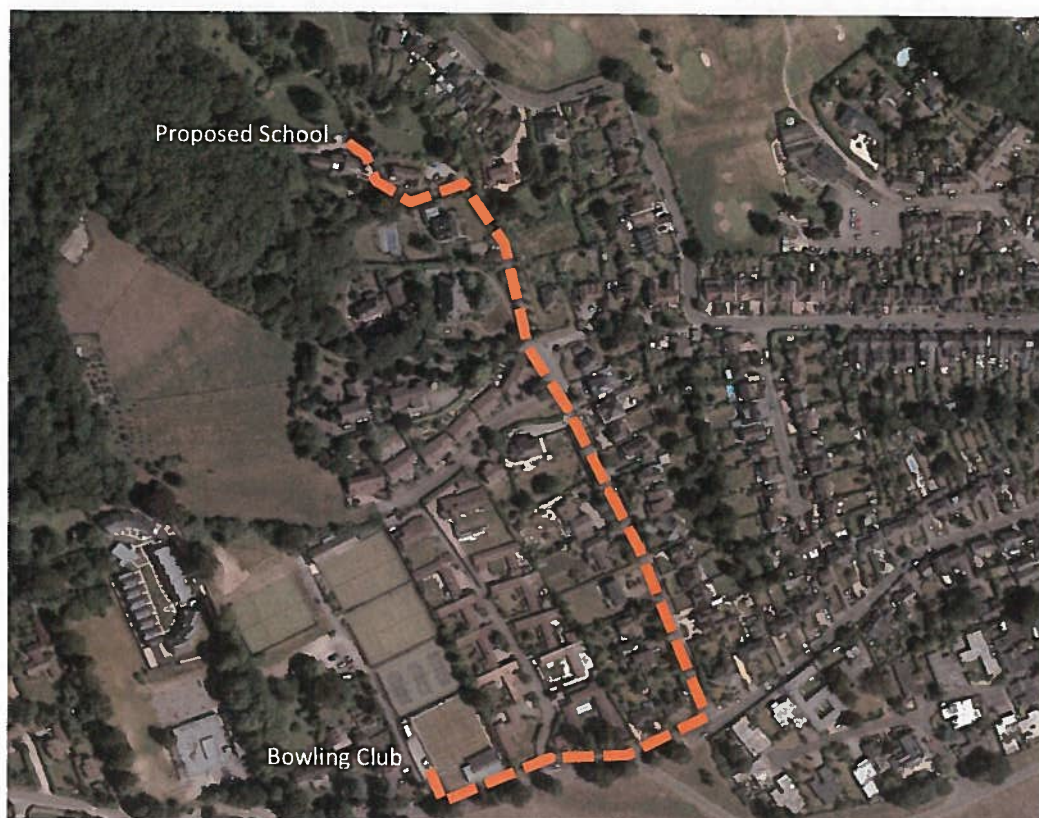
#### Set Down/Pick Up Times

Parents will be required to set down children on time every day (except for special circumstances). The walking bus will depart the Bowls Club at 0950 and so the set down period would be from 0940 – 0950.

Children will be walked back to the Bowls Club for 4.30pm. The school/applicant will not permit children to be collected from any other location.



**Figure 4-2**  
**Pedestrian 'Walking Bus' Route Between the Proposed School and Bowling Club**



The pedestrian route highlighted on Figure 4-2. Pedestrian footway is available between the Bowling Club and the southern end of Twyncyn. No footway is provided in Twyncyn and so the 'walking bus' will be carefully organised to ensure the greatest level of safety at all times. Twyncyn is a very quiet road which generates a maximum of 85 trips per day. The risk of conflict between vehicles and pedestrians is therefore negligible.

The walking bus will be the only mode of transport along the route shown and so children will be required to make the 4-minute walk in all weathers. This is not unreasonable or unusual and all children will be fully equipped with appropriate clothing and footwear.

## **Emergency / Exceptional Circumstances**

Given the number of schoolchildren and the temporary nature of the school, the number of emergency/exception circumstance would be negligible. However, in the event of an emergency/exceptional circumstance, parents/guardians will pre-arrange a time with the school for their child to be collected from the top of Twyncyn.

## **5. Summary**

The proposed development comprises a small school at The Spinney, Twyncyn, Dinas Powys.

Schoolchildren will be dropped off and picked up at the Dinas Powys Bowling Club at times which are staggered with the local state schools to reduce the impact on the local highway network.

The walking bus route is along St Andrew's Road and up Twyncyn, which is very lightly trafficked and perfectly safe for children to walk in under adult supervision.

This travel plan will be adhered to at all times until such time that the planning permission expires.



**EXECUTED as a DEED by CHARLOTTE )**  
**MARIA CHURCH in the presence of: )**

.....

Witness:

Signature .....

Name .....

Address .....

.....

.....

Occupation .....

**EXECUTED as a DEED by JONATHAN )**  
**POWELL in the presence of: )**

.....

Witness:

Signature .....

Name .....

Address .....

.....

.....

Occupation .....