

MUCH HADHAM PARISH COUNCIL

Fiona Forth
Clerk of the Council
Tel: 01279 861869
e-mail: fionaforthmhpc@gmail.com

40 Calverley Close
Bishop's Stortford
Herts
CM23 4JJ

Notice is hereby given that the meeting of the Much Hadham Parish Council **Planning Committee** will be held on **Tuesday, 5 June 2018**, in the **Green Tye Mission Hall**, following the closure of the Much Hadham Parish Council meeting, for the purpose of transacting the business set out in the Agenda below, and you are hereby summoned to attend.

FMForth
Fiona Forth
Clerk of the Council

31 May 2018

A G E N D A

- 18/60. Apologies for absence
- 18/61. Declarations of Interest
- 18/62. Chairman's announcements
- 18/63. Minutes of the last meeting held on 1 May 2018
- 18/64. Reports on outstanding matters
- 18/65. Decisions issued by East Herts Council:

(i) Permissions granted:

3/18/0116/HH- Single storey rear extension to existing outbuilding and conversion of outbuilding to be used as a residential annexe, to include changes to fenestration and provision of a ramp at Highlands Green Tye Much Hadham

3/18/0539/HH - Single storey side/rear extension following demolition of conservatory at Barrowfield House Black Bridge Lane Much Hadham

3/18/0529/HH Demolition of conservatory and removal of flue; single storey side extension; erection of open porch; alterations to fenestration; insertion of 2 rooflights and replacement roof at Oakleigh Cottage Kettle Green Lane Much Hadham

3/18/0589/HH- Proposed two storey side/rear extension with part single storey rear extension at 9 Oudle Lane Much Hadham

3/18/0421/VAR - Variation of Condition 2 (approved plans) of planning permission

3/17/2527/FUL - Change of use of cattery / kennels to single dwelling and alterations to building - reconfigure layout and alteration to fenestration at Springs Farm Great Hadham Road Much Hadham

3/18/0554/HH and 3/18/0555/LBC - Proposed conversion of former fruit store to form additional ancillary annex residential accommodation at Thatch View Moor Place Park Much Hadham.

3/18/0263/FUL – Proposals for the demolition of old 'Combine' Shed and for the erection of two new dwellings, new 3 bay Cart Lodge for Yew Tree House and 2 car parking spaces for curtilage houses at Yew Tree House Kettle Green Lane Much Hadham

(ii) Permission refused:

3/18/0513/FUL - Erection of detached two bedroom residential dwelling and two new vehicle crossovers onto Windmill Way at Land Adjacent to 24 Windmill Way Much Hadham

(iii) Application withdrawn:

None

18/66. Planning enforcement

18/67. Residents' comments on current planning applications and appeals

18/68. Planning appeals

To consider the Parish Council's response to the following planning appeals:

3/17/2502/FUL – Change of use from golf course to golf course with leisure lodges – part retrospective at Great Hadham Golf and Country Club Great Hadham Road Much Hadham

3/17/2112/OUT- Erection of 35 dwellings (outline application- all matters reserved) at Dolans Filed Land off Bromley Lane Much Hadham

18/69. Current Planning Applications for Committee to consider:

3/18/0874/FUL - Erection of domestic cartlodge building with first floor front dormers, for parking of domestic vehicles and also domestic storage on ground and first floors (Amendments to planning application 3/17/1102/HH) at Bluebell Farm New Barns Lane Much Hadham

3/18/0950/FUL - Demolition of barn; erection of stables/storage and manege at Bluebell Farm New Barns Lane Much Hadham

18/70. Date of next meeting – Tuesday 3rd July 2018 at Much Hadham Village Hall, Green Room

MUCH HADHAM PARISH COUNCIL

MINUTES of the Much Hadham Parish Council Planning Committee meeting held on Tuesday, 5th June 2018, at 9:09 pm, in the Green Tye Mission Hall.

<u>Members:</u>	*Cllr W Compton	*Cllr W O'Neill
	*Cllr I Hunt	Cllr C Thompson (Committee Chairman)
	Cllr B Morris	*Cllr K Twort

*Denotes present.

In attendance: F Forth, Parish Clerk and 7 members of the public.

18/60. APOLOGIES FOR ABSENCE

Apologies for absence were received and approved from Cllrs B Morris and C Thompson.

Due to Cllr C Thompson's absence, Cllr I Hunt chaired the meeting as the Vice-Chair of the Parish Council.

18/61. DECLARATIONS OF INTEREST

None.

18/62. CHAIR'S ANNOUNCEMENTS

Cllr I Hunt reported that an amendment to the motion detailed at agenda item 18/68 would be proposed when that item was reached. This is due to notice being received of an additional appeal to the Planning Inspectorate by the Great Hadham Golf and Country Club after the agenda had been issued.

18/63. MINUTES OF THE LAST MEETING

RESOLVED that the minutes of the last meeting held on 1 May 2018 be accepted as a correct record of the proceedings and be signed by the Chair.

18/64. REPORTS ON OUTSTANDING MATTERS

Report on outstanding matters received. The following points were noted:

Two Bridges – although no horses in residence, the stables are believed to be complete and, therefore, the temporary fence should be removed. It was agreed that the Clerk should write to East Hert's Council's (EHC) Enforcement Officer to request that this planning condition is enforced.

Jolly Waggoners – as Cllr C Thompson was not present, it was agreed to defer any update on this matter until the next meeting.

18/65. DECISIONS ISSUED BY EAST HERTS COUNCIL

(i) Permissions granted:

3/18/0116/HH - Single storey rear extension to existing outbuilding and conversion of outbuilding to be used as a residential annexe, to include changes to fenestration and provision of a ramp at Highlands Green Tye Much Hadham

3/18/0539/HH - Single storey side/rear extension following demolition of conservatory at Barrowfield House Black Bridge Lane Much Hadham

3/18/0529/HH - Demolition of conservatory and removal of flue; single storey side extension; erection of open porch; alterations to fenestration; insertion of 2 rooflights and replacement roof at Oakleigh Cottage Kettle Green Lane Much Hadham

3/18/0589/HH - Proposed two storey side/rear extension with part single storey rear extension at 9 Oudle Lane Much Hadham

3/18/0421/VAR - Variation of Condition 2 (approved plans) of planning permission
3/17/2527/FUL - Change of use of cattery / kennels to single dwelling and alterations to building - reconfigure layout and alteration to fenestration at Springs Farm Great Hadham Road Much Hadham

3/18/0554/HH and 3/18/0555/LBC - Proposed conversion of former fruit store to form additional ancillary annex residential accommodation at Thatch View Moor Place Park Much Hadham

3/18/0263/FUL – Proposals for the demolition of old 'Combine' Shed and for the erection of two new dwellings, new 3 bay Cart Lodge for Yew Tree House and 2 car parking spaces for curtilage houses at Yew Tree House Kettle Green Lane Much Hadham

(ii) Permissions refused:

3/18/0513/FUL - Erection of detached two bedroom residential dwelling and two new vehicle crossovers onto Windmill Way at Land Adjacent to 24 Windmill Way Much Hadham

(iii) Applications withdrawn:

None.

18/66. PLANNING ENFORCEMENT

No matters to report.

18/67. RESIDENTS' COMMENTS ON CURRENT PLANNING APPLICATIONS AND APPEALS

3/18/0263/FUL – 2 new dwellings at Yew Tree House

In response to a question, Cllr I Hunt confirmed that these 2 new dwellings will count towards the minimum target of 54 required in the draft District Plan.

Planning enforcement in relation to The Lodge, New Barns Lane.

A resident queried whether any enforcement action had been completed in relation to the temporary lodge at Bluebell Farm, New Barns Lane. Cllr I Hunt confirmed that the lodge was permitted whilst the main residence is under construction.

18/68. PLANNING APPEALS

3/17/2502/FUL and 3/18/0329/FUL – Change of use from golf course to golf course with leisure lodges – part retrospective at Great Hadham Golf and Country Club Great Hadham Road Much Hadham

Prior to considering this planning appeal, it was RESOLVED to amend the above reference to include the additional appeal to the Planning Inspectorate in relation to the application referenced 3/18/0329/FUL. [Amendment noted in red above.] It was confirmed that both these applications are almost identical.

A draft Parish Council submission had been prepared and circulated prior to the meeting by Cllr I Hunt, who outlined the main points being proposed. Following discussion, it was RESOLVED to submit the circulated draft submission subject to the following amendments:

- page 3: remove the paragraph preceding the 'conclusion' heading; and
- remove 'attachment c'.

Note – prior to the resolution being voted upon, given the nature of the applicant’s attitude towards Cllr W O’Neill, it was agreed that he would not participate in the vote.

The submission made is attached at Appendix A.

3/17/2112/OUT- Erection of 35 dwellings (outline application- all matters reserved)
at Dolans Field Land off Bromley Lane Much Hadham

Cllr I Hunt summarised the draft Parish Council submission that had been circulated prior to the meeting. Standing Orders were suspended to receive comments from residents’ present, highlighting:

- very limited bus service in operation around Bromley Lane;
- the impact of additional traffic; and
- the problems caused by flooding.

Standing Orders were reinstated and following discussion, it was RESOLVED to submit the circulated draft submission with no amendments.

The submission made is attached at Appendix B.

18/69. CURRENT PLANNING APPLICATIONS CONSIDERED

(i) Support given to the following applications:

None.

(ii) Objections raised on the following application:

3/18/0874/FUL - Erection of domestic cartlodge building with first floor front dormers, for parking of domestic vehicles and also domestic storage on ground and first floors (Amendments to planning application 3/17/1102/HH) at Bluebell Farm New Barns Lane Much Hadham

The basis of the objection is detailed in Appendix C.

Vote: all Cllrs present voted against this application.

3/18/0950/FUL - Demolition of barn; erection of stables/storage and manege at Bluebell Farm New Barns Lane Much Hadham

The basis of the objection is detailed in Appendix D.

Vote: all Cllrs present voted against this application.

(iii) Neutral view on the following applications:

None.

(iv) Noted the following applications (permitted development):

None.

18/70. DATE OF NEXT MEETING

Tuesday, 3rd July 2018, in the Much Hadham Village Hall, Green Room, following the close of the Much Hadham Parish Council meeting.

There being no further business the meeting closed at 9:55 pm

7 June 2018

Reference APP/J1915/W/18/3195491 and 3203036**Great Hadham Golf and Country Club****Change of use from golf course to golf course with leisure lodges – part retrospective****Preamble**

Much Hadham Parish Council is against the appeal proposals.

Ref: APP/J1915/W/18/3195491

This submission is additional to that of 17th January 2018 to the LPA (East Herts Council) in response to planning application 3/17/2502/FUL, all of which remains fundamental to our objection.

Ref: APP/J1915/W/18/3303036

This submission is additional to that of 6th March 2018 to the LPA (East Herts Council) in response to planning application 3/18/0329/FUL, all of which remains fundamental to our objection.

Summary

The purpose of this submission is to update the earlier one, without repeating it, in the light of subsequent information received and to respond to the latest arguments presented by the appellant.

The evidence is presented under these headings:

A. Residential Lodges

B. Financial Viability

A. Residential Lodges

The applicant considers this development is for the benefit of the rural economy by increasing employment, and quotes the relevant policies. However, this development is for residential units in the rural area beyond the green belt, in contravention of district plan policies.

Attachment A includes details of how the lodges are being sold for full year occupancy and not as holiday lodges. This means this part-retrospective application must be treated as being for residential units, since that is what are on the site. Attachment B is a copy of a completed sales agreement with investor names redacted. EHC did not have this information when making its decision to refuse permission but was nevertheless correct to apply planning policies relating to residential units, based on the information that the appellant had supplied and its own practices and procedures¹

¹ In the Pre-Submission District Plan, paragraph 14.5.1: “Applications for planning permission are sometimes received by the Council for a number of special residential uses, such as caravans, mobile homes, houseboats,

Moreover, there has not been provided a single piece of evidence to show that the appellant has controls in place to ensure that the lodges are being used only for holiday (short-term) occupancy. On the basis of the sale agreement seen, it is likely that the other contracts already entered into with purchasers have no stipulations in this respect and, therefore, they would be impossible to apply retrospectively. Current owners can contractually occupy the lodges 365 days of the year, without hindrance. That means the lodges are homes.

The appellant has failed to provide factual evidence that this is not the case.

B. Financial Viability

The appellant argues on the one hand that golf is a declining business – hence the financial losses incurred over several years – and on the other that the lodges will attract golfers, although from where they will come is not known. It is not the job of the planning system to prop up businesses in markets which are in decline or in which the owners are unable to run their business profitably. Hertfordshire has 79 courses and Essex a further 89² so there is unlikely to be an unmet demand for golf.

It has not been demonstrated that this is the only course of action that the business can take to continue as a going concern (and it is to be expected that the development of Bishop's Stortford North and other strategic housing sites should provide many additional members).

Financial viability is an issue. Rudimentary and unsupported figures are included for revenues and costs, which even if correct do not show a positive investment return for owners who let out their lodges. It is not an attractive investment proposition, given the upfront cost of £245k for a rapidly depreciating asset and substantial ongoing costs. No mention is made of what would happen to the £910k cash injection from the profit on the sale of the lodges but local residents have noted in their submitted comments that the use of the golf course as a tip for spoil from the site of the Olympic Games generated large revenues. These apparently were not retained in the business given its subsequent demise or, if they were, were not wisely reinvested. There must be questions asked about whether the previous pattern is about to be repeated and the business goes under again, with the current owners left unmarked but lodge owners losing all their capital.

and other residential institutions. All of these uses will be considered as though they were for normal residential building and the policies relating to residential development will apply.”

² Source: https://www.golfshake.com/course/Europe/United_Kingdom/England/East/Hertfordshire/ and https://www.golfshake.com/course/Europe/United_Kingdom/England/East/Essex/ as at 21/5/18

Conclusion

Enforcement action should be taken to remove the lodges and order the land to be restored to its previous state.

Alternatively, the appellant needs to halt any further unauthorised site development and marketing / sales of lodges, and submit asap a fresh application that is demonstrably for holiday accommodation, for consideration by the LPA. This must detail all the controls in place to prevent current and future owners acquiring residency on this site. An example of a compliant sales agreement should be submitted with it and all marketing material reworded to reflect the changes.

If such an application is approved, there should be extremely robust conditions, regularly monitored, to ensure that any economic development here in the rural area does not create the conditions for an isolated, unsustainable residential enclave to be established.

END – Attachments follow:

ATTACHMENT A – note prepared by Cllr Ian Hunt, Much Hadham Parish Council

GREAT HADHAM GOLF & COUNTRY CLUB LODGES – PLANNING APPLICATION

1. RESIDENTIAL USE

I recently met a couple who fully intended to sell their house and live permanently at the golf club site. The golf club are well aware of this intention. A £10,000 deposit has been paid and sale agreement for £245,000 entered into. At the time of the sale no mention was made of the absence of planning permission.

When they saw in the Hertfordshire Mercury:

<http://www.hertfordshiremercury.co.uk/news/hertfordshire-news/great-hadham-golf-country-club-1154194>

that EHC had refused permission they asked for their deposit back, so far unsuccessfully, and have found alternative accommodation to downsize to.

From the documentation supplied by the lodge purchasers to me:

1. The lodge units are sold by Great Hadham Country Club Ltd and the sale agreement permits the lodge to be sited at the golf club for a maximum of 40 years, subject to an annual licence by which fixed and variable ongoing costs are charged for the site.
2. Marketing of the sites is carried out by The GoodLife Lodge Company, which is apparently unincorporated (and ownership unknown) but markets all the lodge parks owned by Neil Morgan's companies. According to its website <http://www.goodlifelodge.com/lifestyle/> the lodges can be used as a home for 365 days of the year:

Whether you are looking for a home you can use 365 days of the year or just a retreat where you can spend quality time with your family and friends, we have the perfect lodge for you. Maybe you would like to enjoy your lodge for holidays and generate an income for renting it out during the rest of the year. Let us show you our luxury lodges available in four stunning locations.

A home is "the place where one lives permanently especially as a member of a family or household" or as "one's place of residence" (source: online dictionaries via Google search).

3. In its downloadable brochure it says all facilities at Great Hadham are available all year:



4. The tariff notice published by Good Life Lodge Company identifies payment options for home owners:



Payment Options - Available To Home Owners Only

1.- Discount

Please pay all the fixed Lodge costs of £4123.62 by 30 November 2016 and receive £120 worth of vouchers. The vouchers will be valid for 12 months from issue. If, however, you leave the park, the voucher amount will be deducted from any relevant refund. Any remaining balance due, will be payable by 1st April 2017.

5. The sale agreement makes it clear that occupancy is available for 365 days, despite the club not being licensed as a residential site:

Great Hadham Country Club
Sale Agreement & Agreement for a lodge or Single Lodge and plot at
Great Hadham Country Club

Introduction & Summary of the Agreement

1. This agreement permits you to station a lodge or single lodge at Great Hadham Country Club. The lodge or single lodge must not be used for any trade or business purpose. The lodge or single lodge may be occupied throughout the year but please note that we are not a residential site and we are not licensed as a residential site. This agreement complies with the Code of Practice for Selling and Siting Holiday Caravans issued by the British Holiday & Home Parks Association and the National Caravan Council and is the Agreement referred to in that Code.

There are no conditions, restraints or limitations on use and occupancy that prevent buyers from living permanently at the site.

6. As above, the agreement is said to comply with industry body standards. However, Great Hadham Country Club is not a member of either body, it seems. Indeed, the BH&HPA suspended the Code of Practice pending a review and the NCC issued its own version, which would only be of use to buyers if the seller were a member. The code applies to "holiday homes" but nowhere in the Great Hadham Country Club or Good Life Lodge Company documentation is this term used, indicating their lodges are not being sold as holiday homes. There is no holiday use restriction.

7. Buyers have been told by sales staff that there is no council tax to be paid on the lodges and whilst the lodges do not have a postal address, there was nothing preventing mail being addressed c/o the golf club.

8. In the sale agreement seen, the option to rent out the lodge has been deleted at the buyer's request, so that there is no option for anyone other than the buyer to occupy it.

9. The potential for permanent occupancy for 40 years (the “Potential Maximum”) is reinforced here in the sale agreement:

2. Permission to station the lodge or single lodge

a. Provided that you comply with this Agreement and the Park Rules we permit you throughout the Potential Maximum of the Annually Renewable Licence Period to station the lodge or single lodge on a plot at the Park and to occupy it. For the avoidance of doubt we will not invite or accept annual renewal if you have not complied with this Agreement or the Park Rules.

- and here, under the buyer’s obligations in the sale agreement:

f. To use the lodge or single lodge only as residential accommodation and not to conduct any form of business or trade.

Conclusion

The absence of any restraint on 24/7/365 occupancy, the promise of year-round access to facilities and the failure to market the lodges as holiday homes makes it likely that the lodges will be used for permanent residential accommodation. The golf club has no policies to prevent it.

It is therefore right that the planning applications are considered as if the lodges were residential units.

Assuming the planning application and appeal are refused, enforcement action is required to remove the lodges already installed.

2. SURFACE WATER FLOODING

The Lead Flood Authority has withdrawn its objection to the planning application as a professional Flood Risk Assessment and Surface Water Report has been submitted, including a SuDS surface water strategy. This requires permeable hardstanding for each lodge at least equal to its footprint.



However, the units installed so far appear to be on concrete hardstanding (left), which would be hidden from view once the brick skirting is installed for each lodge.

The photos below following recent rain also show how poor the existing drainage is in the main car park, which would be used by the lodge residents too.



Conclusion

There is no reason to be confident that a SuDS will be installed, given the lack of attention to the issue of surface water drainage over many years and the pouring of concrete hardstanding for the 8 lodges installed to date.

Cllr Ian Hunt

Much Hadham Parish Council

9 April 2018

ATTACHMENT B – copy of sales agreement (investor names redacted)

Great Hadham Country Club

Sale Agreement & Agreement for a lodge or Single Lodge and plot at Great Hadham Country Club

Introduction & Summary of the Agreement

1. This agreement permits you to station a lodge or single lodge at Great Hadham Country Club. The lodge or single lodge must not be used for any trade or business purpose. The lodge or single lodge may be occupied throughout the year but please note that we are not a residential site and we are not licensed as a residential site. This agreement complies with the Code of Practice for Selling and Siting Holiday Caravans issued by the British Holiday & Home Parks Association and the National Caravan Council and is the Agreement referred to in that Code.
2. A copy of the Code is available for inspection at the office of the Park Owner or may be obtained from the British Holiday & Home Parks Association at Chichester House, 6 Pullman Court, Great Western Road, Gloucester, GL1 3ND or The National Caravan Council at Catherine House, Victoria Road, Aldershot, GU11 1SS.
3. Part I contains the particulars of the lodge or single lodge and the length of time you may station it, the season during which you can use it and other information such as the amount of the plot fee payable to the Park Owner.
4. Stationing a lodge or single lodge is a long-term commitment and you will have to comply with the terms and conditions contained in Part II.
5. Part II, Clause 1 sets out in detail the meaning of expressions used in the Agreement. Clause 2 gives you permission to station the lodge or single lodge. Clause 3 contains the obligations you are taking on. Clause 4 sets out standards of behaviour which are expected of you and members of your party using the lodge or single lodge.
6. Clause 5 sets out the obligations undertaken by the owner of the Park.
7. Clause 6 contains the procedure should you decide you want to sell the lodge or single lodge. Under clause 6b all sales on the Park have to be dealt with through the office of the Park Owner who is entitled to meet and approve the buyer of the lodge or single lodge. The clause also provides for the buyer of the lodge or single lodge to pay the owner of the Park a commission.
8. Clause 7 sets out the basis on which the plot fee may be reviewed.
9. The lodge or single lodge may be moved from its plot to allow redevelopment and/or maintenance and this is dealt with in clause 8.
10. The situations in which the Agreement can be brought to an end are described in clause 9. Clause 10 sets out the circumstances in which the Park Owner is able to bring the Agreement to an end and clause 11 allows you to bring the agreement to an end by notice in writing.
11. Clause 12 sets out what has to happen when the agreement is terminated.

12. If the Park Owner is in breach of his obligations under the Agreement he may be liable to pay compensation to you and/or to permit you to move the lodge or single lodge away on less notice than is usually required.
13. In addition to the obligations set out in the Agreement there will be Park Rules, which will be individual to each park, and these may have to be changed from time to time as permitted by clause 13.
14. If a dispute arises, Clause 14 allows for this to be resolved by arbitration as an alternative to going to Court. Certain disputes have to be referred to an independent surveyor for determination by him.

Sale Agreement for a Lodge or Single Lodge

Part I: Particulars

PLEASE NOTE: This is a legally binding agreement which you should sign only if you are satisfied with its terms and conditions.

You should understand that the purchase price of the lodge or single lodge and any resale value are subject to a variety of factors and resale value may improve or reduce over time.

Date of Agreement:

Names and addresses of parties:

Supplier of unit: Great Hadham Country Club Ltd, Great Hadham Rd, Much Hadham SG10 6JE
Park Operator: Great Hadham Country Club Ltd, Great Hadham Rd, Much Hadham SG10 6JE
Name of Park: Great Hadham Country Club

Name & address of Lodge / Single Lodge: (delete as applicable) *PURCHASER*

Proof of Residence: *TO FOLLOW*

Copy received:

Proof of ID: *DRIVING LICENCE.*

Copy Received: *YES*

Further proof of residence is required if buyer changes address.

Category & Description of Lodge / Single Lodge: (delete as applicable)

OHMAR KINGFISHER 2 BED RESIDENTIAL SPEC

Date of First Sitting From New: *2018*

Unexpired Maximum Potential Annually Renewable Licence Period (in years): *40 YEARS*

Maximum potential period for the annually renewable plot licence: Lodges 40 years from date of first siting from new, Single Lodge 20 years, from date of first siting from new

Plot Fee Annual Review Date: the 1st day of April in each year of the Licence Period

List other charges (exclusive of plot fee) : water, waste water, electricity, LPG gas, rates, gas safety check, disposal of anything other than normal domestic waste.

Hiring: Not permitted:

Requirement to insure through Park Owner: No

Purchase Price (payable in full as cleared funds prior to despatch from the manufacturer, or alternatively at point of invoice, and in all cases prior to release of keys and at the latest 12 months from the date of this agreement being a date certain of

Day 23 Month 11 Year 2017 £245,000

£ 245,000

Deposit To Be Paid (Please note deposit is not refundable - minimum deposits £5,000 Single Lodge, £10,000 lodge, £20,000 special order)

£ £10,000

Plot Address

7 THE FAIRWAYS

Current Annual Plot Licence Fee

£ 3338.62

Deposit To Be Paid For Plot (To deducted from annual fee. Please note deposit is not refundable)

£

Notes F.O.C. DECKING 4MTRS TO FRONT. 1.5MTRS TO SIDE
SET OF STEPS & GATE. SHED. GROUND RENT FREE FOR
1 YEAR FROM COMPLETION

This is a legally binding agreement which you should sign only if you are satisfied with its terms and conditions.

You should understand that the purchase price of the lodge or single lodge and any resale value are subject to a variety of factors and resale value may improve or reduce over time.

SIGNATURES:

Lodge or Single Lodge Purchaser:

PRINT NAME

For Park Owner:

PRINT NAME

CAREN BAILEY

Dated:

Annually Renewable Plot Agreement

Part II

1. Meaning of Expressions used in this Agreement and Interpretation:

Where there is more than one person described as a party to this Agreement in Part I we may enforce the obligations of those persons under this Agreement against any one or more of them as we see fit.

Terms & Conditions of the Agreement

"Lodge or Single Lodge" means the lodge or single lodge described in Part I.

"we/our/us" means the Park Operator described in Part I.

"you/your" means the lodge or single lodge owner described in Part I.

"lodge or single lodge " means the person(s) whose name and address appears in Part I.

"Fair Market Value" means the price (taking into account current market conditions) which a buyer of the lodge or single lodge would reasonably expect to pay and which the seller of the lodge or single lodge would reasonably expect to accept for the lodge or single lodge located for sale on the Park complete with this Agreement. This price shall be calculated without regard to any commission which we would be entitled to charge under Clause 6 of Part II to the buyer of the lodge or single lodge.

"Family Member" means your spouse, parent, grandparent, child, grandchild, brother or sister, and the spouse of any of those persons and treating the stepchild of any person as his child.

"Hire/Hiring" means the act of obtaining for payment whether in cash or kind the use of the lodge or single lodge by persons (except Family Members) other than you. If Hiring is compulsory this will be clear from Part I of this Agreement. When Hiring is stated to be compulsory it means we can Hire the lodge, park home or caravan for you. Whether Hiring is compulsory or permitted it will take place on the basis of a separate agreement between us.

"Independent Surveyor" means the surveyor appointed under Clause 14 for the purpose of determining any dispute under Clauses 6 and 8 of this Agreement.

"Potential Maximum of Annually Renewable Licence Period" means the period shown as the Licence Period in Part I and subject to Clause 2 as below.

"Park Operator" means the person(s) whose name and address appears in Part I.

"Park Rules" means the rules of conduct and practice issued by us from time to time and applicable to the occupation and use of the lodge or single lodge and other facilities at the Park. A copy of the Park Rules in force at the date of this Agreement is attached.

"Review Date" means the day set out in Part I on which the Plot Fee is reviewed under Clause 7.

"Site Licence" means the lodge or single lodge site licence applicable to the Park issued to us by the local authority under section 3 of the lodge, park home or caravan Sites and Control of Development Act 1960 (or in the case of Northern Ireland under section 3 of the lodge or single lodge (Northern Ireland) Act 1963) and other relevant statutes.

"Services" means the services and facilities which we have to provide for you and which are listed in Part I.

2. Permission to station the lodge or single lodge

a. Provided that you comply with this Agreement and the Park Rules we permit you throughout the Potential Maximum of the Annually Renewable Licence Period to station the lodge or single lodge on a plot at the Park and to occupy it. For the avoidance of doubt we will not invite or accept annual renewal if you have not complied with this Agreement or the Park Rules.

b. This permission is personal to you and may not be assigned or transferred to any other person. The permission comes to an end when you sell or transfer the lodge or single lodge to anyone else including a Family Member.

c. Furthermore this Agreement does not permit the stationing of any alternative or replacement lodge, park home or caravan.

3. Your Obligations

You agree with us as follows:

a. To comply with the terms of this Agreement and the Park Rules.

b. To pay the Plot Fee and any other charges due to us promptly on the days set out in Part I.

c. To pay interest at 4% over base rate from time to time of a London clearing bank nominated by us on any sums overdue to us (in Northern Ireland, a Northern Irish Bank nominated by us).

d. To insure the lodge or single lodge to its full value "New for Old" against all usual risks including fire and storm damage and against third party liability in such reasonable sum as we may notify to you from time to time (not being less than £2m) and to provide us with up to date details of the insurances on request. To insure through our agency if this is a requirement of Part I.

e. To keep the lodge or single lodge in a good state of repair and condition, in a habitable state and to comply with all servicing and usage recommendations of the manufacturer of the lodge or single lodge.

f. To use the lodge or single lodge only as residential accommodation and not to conduct any form of business or trade.

g. Not to do or omit to do anything which might put us in breach of any condition of the Site Licence and to comply with all statutory requirements in relation to the lodge or single lodge and its installations and furnishings. The conditions of the Site Licence are displayed on the Park and you should familiarise yourself with the obligations placed on you by the Site Licence and bear in mind that the conditions can be changed and are subject to review from time to time.

h. Not to carry out any building or ground works at the Park or to erect any extension to the lodge or single lodge or without permission in writing of the Park owner to erect any hut, fence, structure TV aerial or clothes line or to connect any services or utilities to the lodge or single lodge.

i. To permit us to remove the lodge or single lodge from a plot in accordance with the rights we have under this Agreement.

j. To permit us to conduct any siting or removal work (even after termination of the Agreement) in respect of the lodge or single lodge ourselves or through our contractors in order that we can maintain standards on the Park.

k. To comply with any requirement contained in Part I as to Hiring the lodge or single lodge.

l. To comply with the provisions of clause 6 below when selling the lodge or single lodge.

4. Behaviour Standards

By entering into this Agreement you undertake for yourself and people who occupy the lodge or single lodge as your guests (including children) to adopt the following standards of behaviour:

a. To act in a courteous and considerate manner towards us and other customers of ours.

b. To supervise children properly so that they are not a nuisance or danger to themselves or others.

c. You further agree that you will not:

- commit any criminal offence at the Park or use the lodge or single lodge for the furtherance of any criminal activity.
- commit any acts of vandalism or nuisance
- keep or carry any firearm or any other weapon at the Park
- use any unlawful drugs
- create any noise or disturbance
- carry on any trade or business at the Park

And you accept that any breach of these behaviour standards may bring about the termination of your Licence. Termination by us is dealt with by Clause 10.

5. Our Obligations

We undertake with you as follows:

a. We will provide the Services to the lodge or single lodge except where these have to be interrupted for the purposes of repair or for other reasons beyond our control such as interruptions in the supply of services to us.

b. We will move the lodge or single lodge from the Park or the Plot only in accordance with the provisions of Clauses 8 and 10.

c. We will comply with our obligations if you terminate this Agreement under Clause 11.

d. We will insure the Park against usual third party risks to a minimum of £2m per claim.

e. We will sell you electricity at a rate of charge prescribed by the Office of the Electricity Regulator (OFFER) and will sell bottled gas at a price recommended as the retail price from time to time by the gas supplier (plus a reasonable delivery charge).

f. If an age limit appears in Part I of this Agreement we shall be bound by such an age limit in relation to lodge or single lodge of that category which we sell on the Park.

6. Selling the lodge or single lodge

Provided that the age of the lodge does not exceed 20 years from manufacture you may sell the lodge in accordance with the provisions of this clause. If the age of the lodge exceeds 20 years from manufacture you may only sell it for removal from the Park. In respect of single lodge the time limit from the date of manufacture is 12 years.

a. You agree to write and tell us if you are putting the lodge or single lodge on the market for sale while it remains on the Park and to confirm to us in writing every two months thereafter that it remains for sale. You agree to tell us in writing whether the lodge or single lodge is subject to finance and if it is, to give us the name of the company and the reference number of the Agreement.

b. You agree to follow the procedure set out below:

(i) To conduct the sale transaction through our office and appoint us your agent for that purpose. We will receive all purchase moneys from your buyer and will promptly account to you for the same, subject to discharging any finance outstanding on the lodge or single lodge of which you have notified us in writing.

(ii) To allow us to approve your prospective buyer by seeking suitable references and carrying out the enquiries we consider to be appropriate. If we wish to, we may require a meeting with your buyer in person.

(iii) We can advise you on the price you may obtain for the lodge or single lodge and we will tell you the percentage rate of commission we would charge your buyer when we enter into a new agreement with him. It is essential you pass this information on to your buyer.

(iv) You agree to write to us telling us the agreed price if you intend to sell the lodge or single lodge to a third party (but not in the case of a Family Member) and we are entitled within ten working days of receiving your letter to buy the lodge or single lodge from you, for the same price, or any other price that we agree between us, without charging you any commission.

If we buy the lodge or single lodge from you in this way we may only deduct from the purchase price we pay you sums which are lawfully due to us under this Agreement and any sum needed to settle outstanding finance.

c. To assist you in the process of selling the lodge or single lodge:

(i) We will only withhold approval of a prospective buyer on reasonable grounds.

(ii) Where we have approved your buyer we will give him a new Agreement for the amount of the Licence Period which then remains unexpired. In other respects the new Agreement will contain terms at least as beneficial to your buyer as this Agreement.

d. Before we issue the new Agreement to your buyer we will charge a commission of not exceeding 15% of the Fair Market Value of the lodge, park home or caravan (plus Value Added Tax or any similar tax if appropriate) unless your buyer is a Family Member. In the case of a Family Member you shall pay us commission not exceeding 15% of the price actually paid on resale (plus VAT if appropriate).

e. Apart from commission we will not make any other charges to you or to the buyer of the lodge or single lodge without the express agreement of the paying party or unless additional rights or services are agreed between the parties.

f. Without affecting your statutory and legal rights, in the event of any dispute as to what the Fair Market Value may be the question may be referred to the Independent Surveyor for determination under Clause 14 of this Agreement.

g. You have the unrestricted right to remove the lodge or single lodge from the Park on reasonable notice to us and as long as you comply with Clause 3j above.

7. Review of Plot Fees

a. On the Review Date we are entitled to review the Plot Fee.

b. We will give you a written explanation of the reasons for any increase which is proposed.

c. If not less than 51% of the owners of lodge, park home or caravans affected by a proposed increase object to us in writing the parties will together take steps to have the reviewed fee determined by a special arbitration scheme relating only to the review of the annual Plot Fee. Otherwise the proposed reviewed Plot Fee will become payable with effect from the Review Date.

d. The Plot Fee will be reviewed (by us or the arbitrator/arbitrator) having regard to the following criteria:

- We are entitled to pass on to you as appropriate any charges which are not within our control such as rates, water charges and other charges paid to third parties
- Any changes in the cost of living as shown by the General Index of Retail Prices or another index having a similar purpose
- Sums spent by us on the Park and/or its facilities
- Changes in the cost of salaries and wages which we have to pay our staff
- Changes in the length of the Season
- Any other relevant factor

8. Moving the lodge or single lodge

Within the Potential Maximum of the Annually Renewable Licence Period we may wish to move the lodge, park home or caravan to another part of the Park and this clause sets out the basis on which we may do that, for example because we are redeveloping an area of the Park, or installing some facility.

a. We are allowed to remove the lodge or single lodge for the purposes of redevelopment and/or maintenance of the Park and when this happens we will give you at least three months notice in writing. If the lodge or single lodge has to be moved because of some emergency or because of works to be carried out by a third party over whom we have no control such as a water supply company or other utility company we will give you as much notice as we can.

b. We will be responsible for all reasonable costs incurred in moving the lodge or single lodge.

c. Following redevelopment we are entitled to return the lodge or single lodge to its original plot or to site it permanently on another plot. If the consequence of the redevelopment is that the original plot is less pleasant or if the move is permanent, we must offer an alternative satisfactory plot.

Among the features to be taken into account in deciding whether the original plot is less pleasant as the result of redevelopment will be the loss of a view and proximity to vehicular traffic.

d. Any dispute arising under sub Clause c above as to the pleasantness of the alternative plot or the question whether the original plot is less pleasant by reason of the development may be referred to the Independent Surveyor under Clause 14 of this Agreement.

e. We are entitled to move the lodge or single lodge at any time in the event of an emergency but will wherever possible give at least seven days notice.

9. Termination of the Licence

The Licence may come to an end in any of the following ways:

- By you giving us notice in writing of your wish to end it
- Because the Potential Maximum of the Annually Renewable Licence Period has passed
- By the sale of the lodge or single lodge or by you losing title to it
- By us taking steps to terminate it because you have broken your obligations under this Agreement

10. When we may terminate the Agreement

a. If you are in breach of your obligations under this Agreement and the breach is not capable of being remedied, we may serve upon you reasonable notice (being a minimum of 28 days) in writing to terminate this Agreement. In deciding what period of notice is reasonable we shall have due regard to the nature of the breach.

b. If you are in breach of any of your obligations which is capable of being remedied (for example such as a failure to repair the lodge or single lodge or to pay plot fees promptly) we may write giving you notice specifying the breach and asking you to remedy the breach within a reasonable time. If you do not comply with that notice we are entitled to write to you to end the Agreement and to require you to remove the lodge or single lodge from the Park within 28 days.

11. When you may terminate the Agreement

You are entitled to bring the Plot Licence Agreement to an end by writing to us giving us not less than two months notice. However if we have broken our obligations to you under this Agreement you may give us a lesser period of notice (a minimum of 28 days) but should still give us as much notice as possible.

12. The consequences of termination of the Agreement

a. You will remove the lodge or single lodge and all other property of yours from the Park within 28 days after termination of this Agreement however that comes about. In accordance with Clause 3j above we are to arrange for all de-siting work or to carry this out ourselves but always at your risk. If you fail to remove the lodge or single lodge under this Clause 12 a we are entitled to remove it ourselves.

b. We are entitled to make a reasonable charge for disconnecting the lodge or single lodge from services and preparing it for transport away from the Park. This charge will be based upon the time spent and costs incurred by us in this process.

c. Where we end the Agreement under the provisions in this clause we will repay to you in full any plot fees and other charges which you have paid us for any period after the removal of the lodge or single lodge.

d. Where you have terminated the Agreement so that it comes to an end before the end of March, we will repay to you on the scale set out below any plot fees and other charges which you have paid us for a period after the Agreement has ended, less any sums properly due to us.

Where the Agreement ends before the end of May repay 80%

Where the Agreement ends before the end of July repay 40%

Where the Agreement ends before the end of August repay 20%

Where the Agreement ends after the start of September there will be no repayment

e. We retain the right to hold the lodge or single lodge and the power of sale over the lodge or single lodge for any sums due to us on termination which exceed £200 and we will be entitled to deduct from sums due to you any sums due to us or any finance company and the costs of sale and storage (This sub-clause shall not apply to Agreements made in Scotland).

13. Park Rules

a. It may be necessary or desirable to change the Park Rules from time to time. We may change the Park Rules at any time by giving written notice to you.

b. Any changes made after the signing of this Agreement will not affect anything to which you are entitled under this Agreement.

14. Disputes

The Agreement provides for disputes to be resolved by the following means:

- a. We may refer any dispute to an arbitrator as an alternative to going to Court.
- b. Any dispute relating to the amount of the plot fee has to be referred to an arbitrator because the Court does not have power to fix the plot fee.
- c. We may refer questions arising under Clause 6f and Clause 8 to an independent surveyor.

14. Marketed and sale price

The units and their removable contents are sold separately. The sale price for the removable contents of a single lodge and a lodge are £3,000 and £5,000 respectively plus VAT. The value of the unit itself does not alter from the supplier to Great Hadham Country Club however the park premium is included in the sale price.

15. General

a. We agree that any letters or other communications between us shall be sent to the address appearing in Part I unless we have told you or you have told us of another address within the United Kingdom to be used instead.

- b. This Agreement commences on the date the Agreement is signed on behalf of the Park Owner.
- c. We shall be entitled to make changes to the Park and/or the way it is managed. Where such changes require this Agreement to be amended you agree not to withhold your approval to amendments except on reasonable grounds.

Checklist

I/we have received the following:

- Copy of the plot fee tariff sheet ✓
- Copy of the licence agreement ✓
- Plot fee structure explained and fully understood ✓

Initialled

CSB MK
CSB MK
GSP MK

I/we are aware of the following:

- Insurance arrangements will need to be made for handover ✓
- Any alterations to the plot will need prior agreement by the park manager ✓

✓ CSB MK

✓ CSB MK

7 June 2018

Reference APP/J1915/W/18/3194353

Dolans Field, Land Off Bromley Lane, Much Hadham, Hertfordshire

Erection of 35no. dwellings (outline application - all matters reserved)

Preamble

Much Hadham Parish Council is against the appeal proposals.

This submission is additional to that of 7th November 2017 to the LPA (East Herts Council) in response to planning application 3/17/2112/FUL, all of which remains fundamental to our objection.

Attached as Appendix 1 is a copy of the statement made by the Parish Council to the Development Management Committee meeting on 6th December 2017 at which the LPA refused permission.

Summary

The purpose of this submission is to update the earlier one, without repeating it, in the light of subsequent developments and to respond to the latest arguments presented by the appellant.

The evidence is presented under these headings:

A. Housing Supply

B. Rebuttal of Appeal Proposals

A. Housing Supply

1. Under the NPPF, housing supply policies were assumed to be out of date where a housing supply of less than 5 years could not be demonstrated. At the time of the application, this was common ground with the LPA. The applicant also referred to the Court of Appeal decision in *Richborough Estates* [2016] to justify a reliance on the NPPF as the primary consideration in determining whether development should be permitted when plan policies restrict supply e.g. in rural areas.

However, we pointed out in our earlier submission that the Supreme Court overruled that decision in *Richborough Estates* [2017] and, whilst the NPPF was material guidance, local plans had primacy. Policies restricting supply were not necessarily out of date even when a 5-year supply could not be shown. We then went on to argue how the local plan policies remained valid for this application.

Since then, there has been a fundamental change in the district's measure of its housing supply pipeline, which now stands at 6.2 years according to the latest Annual Monitoring Report 2016/17, published after the LPA's decision. This removes any suggestion that local plan policies for housing supply are superseded by the NPPF. Consequently the circumstances that enabled the application to be considered have been superseded.

2. It is also important to note the weight that may be given to the emerging plan has increased significantly since the LPA decision to refuse permission. The pre-submission plan has now been through its examination and consultation is complete on the main modifications arising from it. The examiner's final report is awaited. Following the main modifications, the core policies for villages in the pre-submission plan have been retained but added emphasis has been given to the role of neighbourhood plans in allocating land for development in Grade 1 villages.

Of particular relevance is Policy VILL 1 V1.: "Prior to a Parish Council preparing a Neighbourhood Plan, development in the villages listed above (*i.e. the Group 1 villages*) will be limited to the built up area as defined on the Policies Map." Preparation of the Much Hadham Neighbourhood Plan is well underway, so this protection applies. There has been extensive consultation and the pre-submission draft will be written this Summer, including the land allocated for development. The site at Dolan's Field is well beyond the village boundary shown on the Policies Map. Under the emerging plan, this application would therefore be summarily rejected.

3. It is also relevant that, regardless of the status of the Neighbourhood Plan, 25 houses within the village boundary or adjoining it have already been approved³. Thus, almost 50% of the minimum target of 54 houses is already accounted for in the first 15 months of a 16 year plan. The neighbourhood plan project has already identified sufficient available, viable sites to make up the balance. This is clear evidence that the village does not need to resort to unsustainable development in the rural area, in breach of local plans and residents' preferences, to achieve its target.

4. In the appeal paragraph 5.14: "The appellant has taken leading Counsel's opinion and this has confirmed that the approval of planning permission at Dolans Field would contribute towards this allocation." However, that opinion has not been submitted with the appeal and therefore carries no weight. No argument is presented as to how this opinion has been arrived at, which runs counter to the Pre-Submission Plan policies in relation to achievement of village housing targets.

³ Of these, 13 have been completed in the plan period i.e. since April 2017 (7no. at Walnut Close, 5no. at Old Station Yard and 1no. at the former Station garage) and a further 6 are at various stages of construction (4no. off Malting Lane and 2no. at separate sites on Windmill Way).

The target of a minimum of 10% is to be achieved “through the identification of sites within and, where necessary in locations in the Rural Area Beyond the Green Belt (*as Much Hadham is*), on the periphery of the main built up area of the village which together are sufficient to achieve at least 10% growth”(underlining added).⁴ The case is not made in the appeal that target achievement requires sites on the periphery of the built up area. Nor does it demonstrate the site is on the periphery of the built up area, being several hundred meters from it. So the appeal cannot rely on paragraph 10.2.4 to support it.

Housing this far away from the village boundary and in the rural area would be designated as “windfall” for the purposes of measuring the delivery of the housing target under the pre-submission plan. The village would still be required to deliver and support a minimum of 54 houses in addition to this development, which is a far larger combined total than would be “fair, achievable and sustainable”⁵

5. In all material respects, the application falls foul of the housing supply policies for the rural area beyond the green belt in both the local plan and in the emerging plan. It is a surprise, therefore, that the appeal was not withdrawn once the new housing supply figures were published. The costs of the appeal should consequently be borne entirely by the applicant.

B. Rebuttal of Appeal Proposals

1. Transport - the appellant claims that transport issues can be dealt with through condition. Our earlier submission made several points about the remoteness of the site (and the LPA confirmed at its Development Management Committee meeting that it was not on or even adjacent to the B1004). The main proposal from the appellant is the provision of extra bus stops in place of the hail and ride facility. This proposal counts for nothing as it fails to provide a regular bus service at frequent intervals, which would be required to provide a real alternative to the car.

2. Flooding - the appellant has submitted a flood management plan for dealing with site surface water. However, a major cause of flooding at the road junction is water flowing down Bromley Lane originating elsewhere. The revised flood risk management report shows this graphically.⁶ Beyond a vague proposal to provide a culvert of unspecified dimensions at an unspecified location, there is no attempt to guarantee that flooding of the junction would not continue from this source, to the detriment of pedestrians attempting to cross Bromley Lane in particular. There seems to be no assessment of the volumes the culvert would be required to handle nor a plan for how it would divert all the flood water. Thus there is no certainty that pedestrians, cyclists and drivers would not encounter sustained flooded conditions in winter, as frequently happens now.

⁴ 10.2.4 Pre-Submission Plan

⁵ 10.2.3 Pre-Submission Plan

⁶ Page 7, Fig 3.2.1 Environment Agency Fluvial Flood Risk Map

3. Landscape - The appeal claims the harm to the landscape will be moderate and not significant: "Given the nature of the settlement pattern with residential development located along the eastern boundary, the proposal would not be substantially out of scale and character with the surroundings and instead would be seen as a modest extension to the existing built fringes of the settlement."⁷ This is arguing that an estate of 34 houses would barely be noticed when set against the 6 houses on the eastern boundary⁸, which seems unlikely. It is not a "modest extension to the existing built fringes" but a swamping of them.

Conclusion

This appeal should never have seen the light of day. It fails to recognise the importance and weight of the emerging plan policies, fails to demonstrate an unmet housing need, fails to accept the primacy of the current local plan over the NPPF and is considerably less sustainable than other available locations closer to the centre of the village.

Much Hadham Parish Council urges the Inspector to uphold the LPA decision to refuse permission.

⁷ Para 5.6 page 23

⁸ North End Cottages and Whiprow Cottages

APPENDIX 1

DOLAN'S FIELD

PRESENTATION TO EHC DEVELOPMENT MANAGEMENT COMMITTEE

Good evening. You will, I hope, have seen from the parish council submission that this committee has never before sanctioned an application of this size anywhere in the district's rural area unless it had some attribute (such as proximity to an A road or adjacency to a village boundary) that provided a justification. As we explained, this site is entirely devoid of any such supporting features but I want to add two particular comments that are at the heart of our concerns.

Much Hadham is often described as a linear village but the reality is that its linear nature has not been extended in any significant way for perhaps 80 years. Development in that time at Windmill Way, Station Road, Ash Meadow and elsewhere has bulked out the village so that the majority of housing is easily accessed from the high street without being visible from it. In terms of spatial policy, sustainable principles have been followed by your predecessors to ensure village facilities are accessible, whilst preserving its visibly historic character. Our forthcoming neighbourhood plan will continue that policy and will meet the housing expectations you have for us in your emerging plan.

Now, this developer also owns the land opposite Dolan's Field which extends towards Little Hadham. Permitting development of Dolan's Field would be a green light for development of that site too – there would be no grounds for refusal - meaning that there would then be continuous urbanisation of the landscape all the way to the parish boundary at Luxford Close, with permanent loss of countryside. The historic pattern of development, preserving a distinct village, bounded by green fields, would be lost. Further ribbon development along Bromley Lane would surely follow. Sanctioning this application would open the door to the development of the rural area and, quite literally, pave the way for coalescence with our neighbouring villages.

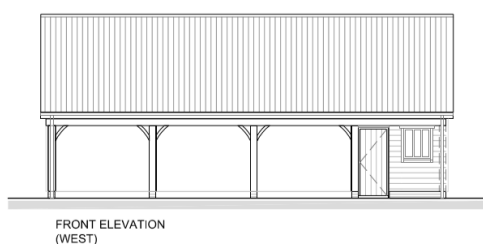
The second concern is that this application seeks to create a housing enclave in the countryside, remote from the village. We have seen this before in development in our parish's rural areas. In brownfield sites at Moor Place and Luxford Close, estates of housing have been created with no pedestrian access to the village. Those estates have not and cannot integrate into village life, not only because the sites are isolated for those who live in them, but also because they are equally inaccessible for villagers to reach out to them: no footpaths pass through them, there is no chance of bumping into a new neighbour, no informal opportunities to get to know those residents. Due to its poor location, Dolan's Field would isolate its residents – perhaps over 100 of them - from easy access to the range of services offered by a thriving Group 1 village.

This is not plan-led development; it is speculative, opportunistic, poorly conceived and ill-advised. I ask you to support your planning officer's well-presented recommendation and refuse permission for this application. Thank you.

IH 6/12/17

OBJECTION BY MUCH HADHAM PARISH COUNCIL

3/18/0874/FUL - Erection of domestic cartlodge building with first floor front dormers, for parking of domestic vehicles and also domestic storage on ground and first floors (Amendments to planning application 3/17/1102/HH) at Bluebell Farm New Barns Lane Much Hadham



Original



Now (same scale)

Our response to the original application for a cartlodge 12m x 6m, with first floor space but no roof lights (indeed, the application planning statement specifically said dormer windows were not being proposed) : Support given but comment: ~ no objection on condition that it remains a cart lodge.

The new application now states: “The permitted (?) garage is very similar to that which was previously approved. The only significant changes from the earlier consent cartlodge are (that) dormer windows have been added to the front elevation.”

That’s not true, it seems. The building dimensions are no longer stated in the planning statement but from the drawings appear to be 14m x 6.5m (26% footprint expansion, not mentioned anywhere in the application).

Current policy ENV6 in the context of extensions (rather than new outbuildings, although there is a presumption on the part of the applicant that similar rules apply) is that “roof dormers may be acceptable if appropriate to the design and character of the original dwelling and its surroundings. Dormers should generally be of limited extent and modest proportions, so as not to dominate the existing roof form”

Emerging plan policy HOU11 has almost identical wording (merely omits “original”).

The new house being built has planning permission only for Velux-style windows in the roof. There are no dormers. It cannot therefore be said that dormers in the garage are “appropriate to the design and character of the original dwelling.” Judging from the photo below (taken earlier this year), they dominate the roof form too.

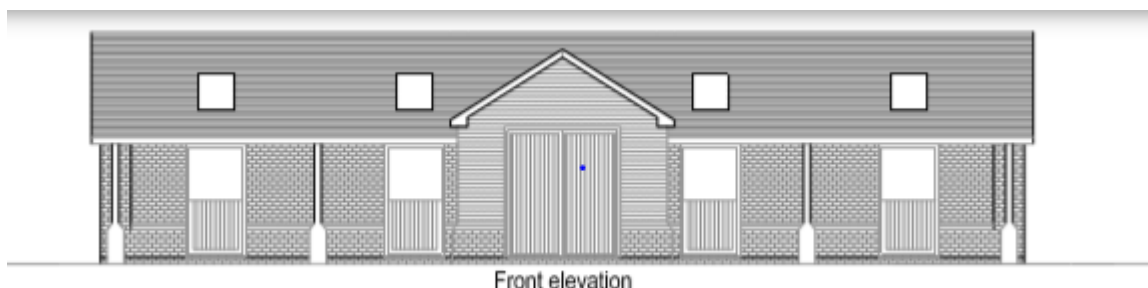
It would make more sense and be more appropriate for storage space, as this is said to be, if the garage rooflights were Velux-style too and this should be conditioned in any approval, to match the main dwelling (and indeed the proposed stables – see next application). The clear danger here is that approval of the dormers would trigger similar dormer applications for the house and the separate ancillary accommodation building, which would not have been approved originally. Even if that were not to happen, there is a design disconnect between having Velux lights on the main and ancillary building but numerous dormers on the garage.

OBJECTION BY MUCH HADHAM PARISH COUNCIL

3/18/0950/FUL - Demolition of barn; erection of stables/storage and manege at Bluebell Farm
New Barns Lane Much Hadham



The open-sided barn in the photo above is to be demolished and a smaller 4-horse stable block ~20m x 10m built on a different site 100m away. The argument is that there is some kind of mitigation or offset that justifies this building in the rural area by demolishing the other.



It is to be constructed of brick with concrete tiles, so is unlikely to have a rural feel to it in my opinion. Other new stables locally have had timber boarding and clay tiles. The new house will have weather-boarding and clay tiles.

It seems to have far more storage space than 4 horses require – a tack room and hay storage is fine but why is the rest necessary here? The building seems larger than equine purposes justify – it's stretching planning policy supporting equine facilities to include so much storage. No details are given of hardstanding around the site or utilities supply and treatment of waste. Apparently the view from NBL is screened by the existing new development so reducing the visibility impact but the house is ~85m away and from any other direction the stable would be clearly visible.

Planning Policy is to re-use existing buildings where possible. The argument is that the site of the barn to be demolished is too close to the new house to be the location for new stables, although that seems to be a matter of preference rather than established by reference to any animal welfare standards. In summary, it would seem to be too large and positioned too far into the countryside.