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**Item No 03:-**

**15/05414/OUT (CD.3893/G)**

**Stow Youth Centre  
Fosseway  
Stow-On-The-Wold  
Gloucestershire  
GL54 1DW**

**Outline with all matters reserved for the demolition of the existing youth club and construction of up to 5 bedsits at Stow Youth Centre Fosseway Stow-On-The-Wold Gloucestershire**

<b>Outline Application 15/05414/OUT (CD.3893/G)</b>	
Applicant:	Mr Alun White
Agent:	Eastabrook Architects
Case Officer:	Alison Hall
Ward Member(s):	Councillor Dilys Neill
Committee Date:	8th February 2017
<b>RECOMMENDATION:</b>	<b>PERMIT</b>

**Main Issues:**

- (a) Principle and impact on provision of community facility
- (b) Impact on the Conservation Area
- (c) Impact on highways
- (d) Impact on neighbouring amenity
- (e) Impact on drainage
- (f) Impact on Archaeology

**Reasons for Referral:**

Delegated authority was sought from the Ward Member who is currently also being supported by Councillor Joe Harris and the Chair of Planning Committee Councillor Stephen Hirst.

Councillor Harris has requested that the application be considered at committee for the following reason *"Stow suffers from bad parking problems at peak hours due to a lack of parking spaces, this scheme could well exacerbate the problem. Due to poor public transport in the North Cotswolds it is likely that the inhabitants will have private vehicles. I'm also concerned about overdevelopment, the site is relatively small and there are constraints on what can be done in this small space."*

Councillor Hirst responded *"I have read the papers and your report and in view of the unilateral undertaking regarding the development of a new youth club, I am happy that you be given delegated authority to approve"*.

**1. Site Description:**

Stow Youth Centre was constructed in the 1980's within the Stow on the Wold Conservation Area. The site is located within the development boundary of Stow on the Wold.

The existing building while constructed in the 1980's it is relatively high quality in its construction. The large gable projecting to the street and the stone mullion window within it are traditional features. The stone arched headed openings in the return elevations are also attractive. The stonework has weathered, such that the building successfully integrates within its historic townscape setting.

The building provides a community facility in the form of a Youth Centre. In addition it provides offices for the Town Council.

The building has no off road parking. There is a footpath running down the side and to the front of the building. There are buildings surrounding the site.

The proposal seeks outline permission with all matters reserved for the demolition of the existing youth club and construction of 5 bedsits.

A unilateral undertaking has also been provided which ensures that the funds raised from the development of the bedsits will be used to provide a new youth centre and would also ensure that in the event that the new youth centre could not be constructed before closing the current one that a temporary location will be provided until the new one is constructed. The location of the new youth centre will require a separate planning application and the location is not a consideration of this application.

## **2. Relevant Planning History:**

CD.3983/B - Erection of a Youth Club - Permitted 13/06/1984

## **3. Planning Policies:**

NPPF National Planning Policy Framework  
 LPR15 Conservation Areas  
 LPR18 Develop within Development Boundaries  
 LPR32 Community Facilities  
 LPR46 Privacy & Gardens in Residential Deve

## **4. Observations of Consultees:**

Conservation Officer : No objection to principle. General comments relating to the reserved matters provided

Archaeology : No objection subject to conditions

Thames Water : No objection subject to informative. Advice given regarding presence of pipes within the vicinity of the site.

## **5. View of Town/Parish Council:**

Stow on the Wold Town Council object to the proposals for the following reasons:

- i) Overdevelopment
- ii) No parking to be provided
- iii) Impacts of relation of the youth club

## **6. Other Representations:**

5 letters of objection have been received which raise the following material planning considerations:

- i) Lack of parking and impact on existing parking within Stow
- ii) Loss of a community facility
- iii) Need for bedsits
- iv) Impact on Public footpath
- v) Amenity of future occupants
- vi) Reference to St George's Field for replacement youth club

None material planning considerations raised:

- i) Design and location of replacement youth centre

ii) Charity property sale and implications

## **7. Applicant's Supporting Information:**

Supporting statement

## **8. Officer's Assessment:**

### **(a) Principle and impact on provision of community facility**

#### Local Plan Policy

Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires planning decisions to be made in accordance with the development plan unless material considerations indicate otherwise. The development plan is therefore the starting point. In this case the development plan is the adopted Cotswold District Local Plan 2001 - 2011 (referred to herein as the 'Local Plan').

As shown on the Proposals Map to the Local Plan, the application site is located within the adopted development boundary of Stow on the Wold. The correct policy to apply, in terms of the principle of the proposed development, is therefore Local Plan Policy 18. Policy 18 sets out that the development of residential development within the boundary is acceptable subject to the number of dwellings being commensurate with the level of community facilities, infrastructure, public transport, services and employment available within the settlement.

While another criteria of Policy 18 is that the siting, appearance and scale of the development respects the character of the area as this application is in outline with all matters reserved it is not possible to comment on these elements.

As such the principle of the construction of 5 bedsits is acceptable in principle in accordance with Policy 18 of the Cotswold District Local Plan and in terms of the aims of the NPPF to deliver new housing in sustainable locations.

The application site provides a community facility in the form of the Youth Centre. Policy 32 of the Cotswold District Local Plan requires for proposals which would result in the loss of existing community facilities where there remains a recognised need will not be permitted unless suitable replacement facilities are provided in an appropriate alternative location. Para 70 of the NPPF also sets out that to deliver the social, recreational and cultural facilities and services the community needs planning policies and decisions should plan positively for the provision and use of community facilities to enhance the sustainability of community and residential environments and guard against the unnecessary loss of valued facilities and services.

The application is accompanied by a Unilateral Undertaking (UU) which secures that a replacement youth centre will be provided. In addition it secures that where this cannot be provided permanently before the works are commenced on the bedsits that temporary provision will be provided within Stow. Therefore subject to the UU it is considered that the ongoing provision of the community facility it is considered that the proposals would not result in the loss of a community facility and the proposals are therefore in accordance with Policy 32 and Para 70 of the NPPF.

While the application makes reference to the replacement facility being located within St George's Field there is no planning permission or application submitted and therefore the acceptability or not of this location has not yet been considered and is not considered as part of this application. The UU sets out for the replacement facility to be constructed either at St George's Field or at another agreed location. This is not considered to set a precedent that St George's Field is an acceptable location and the implications of a new community facility at that site would be considered at such time a planning application is submitted. However the UU legal agreement allows suitable flexibility and does not therefore restrict the relocation to a single fixed location.

The NPPF seeks to boost significantly the supply of housing and paragraph 49 of the NPPF indicates that housing applications should be considered in the context of the presumption in favour of sustainable development. Paragraph 7 of the NPPF identifies three dimensions to sustainable development - economic, social and environmental - whilst Paragraph 12 sets out twelve core planning principles that should underpin planning decision taking. In combination, these two paragraphs provide the most useful context in which to examine sustainability.

There would clearly be economic and social benefits associated with the proposal, including: the provision of a 5 units of accommodation and construction jobs are recognised. There is no reason to doubt that any future occupants would play a role in the community or that they would support local services.

#### **(b) Impact on the Conservation Area**

The site is located within the Cotswolds Area of Outstanding Natural Beauty (AONB) wherein the Council is statutorily required to have regard to the purpose of conserving and enhancing the natural beauty of the landscape (S85 Countryside and Rights of Way Act 2000).

Paragraph 17 of the NPPF states that planning should recognise 'the intrinsic character and beauty of the countryside'

Paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by 'protecting and enhancing valued landscapes'.

Paragraph 115 states that 'great weight should be given to conserving landscape and scenic beauty in ... Areas of Outstanding Natural Beauty.'

Local Plan Policy 42 advises that 'Development should be environmentally sustainable and designed in a manner that respects the character, appearance and local distinctiveness of Cotswold District with regard to style, setting, harmony, street scene, proportion, simplicity, materials and craftsmanship'

There are no objections from the Council's Conservation Officer in relation to conservation and design terms to the intended change of use of the site, to residential.

In terms of the physical alterations to the site, there is no information provided on which to judge the potential impacts of this. Outlines are not commonly accepted in conservation areas due to needing a more fully drawn up scheme in order to assess whether the application would or could meet the relevant tests of statute and policy.

Section 72(1) of the Planning (LBCA) Act 1990 asks that the Local Planning Authority is statutorily obliged to pay special attention to the desirability of preserving or enhancing the character or appearance of the area. Section 12 of the NPPF states that great weight should be given to the conservation of designated heritage assets and that with this in mind any harm caused to the significance of those assets is weighed against the public benefits offered by any proposals. Finally Policy 15 of the Local Plan also requires that developments preserve or enhance the character and appearance of the area and that new or altered buildings are in-keeping with the locality (in in siting, scale, form, proportions, design or materials).

Although the Stow Youth Centre building dates to a 1980s permission, it is relatively high quality in its construction. The large gable projecting to the street and the stone mullion window within it are traditional features. The stone arched headed openings in the return elevations are also attractive. And the stonework has weathered, such that the building successfully integrates within its historic townscape setting. It is considered for these reasons that the building makes a positive contribution to the character and appearance of the conservation area, contributing to its significance as a designated heritage asset.

As the application is outline with all matters reserved it is not possible to comment on what the replacement structure will look like. However given the constraints of the site and the intended use for 5 bedsits it is reasonable to estimate that the building will be of a similar scale as to that currently on site. A replacement building would certainly need be of a very high quality design, with a carefully considered form and local traditional materials, in order to provide a similarly positive contribution as well as some enhancement. The various requirements for the intended five units may make the proposed use of the site a challenge however this is not sufficient to warrant an objection at this outline stage.

### **(c) Impact on highways**

The proposals are for 5 bedsit units. The application site which currently runs as a youth centre and provides the offices for the town council which has no off street parking provision or capacity to provide any. The proposals for 5 bedsits also do not include parking provision.

While the NPPF does not seeks to set minimum or maximum parking standards it is worth noting that while the current building does not provide any off street parking for the D2 (assembly and leisure use) as a youth centre using appendix 9 of the Cotswold District Local Plan this use would trigger a need for 1 parking space per 22sqm. In terms of the proposed residential use appendix 9 sets out 1 parking space per dwelling.

The existing building provides a total of approximately 200sqm of floor space. Using the above parking calculations this would mean that for the existing youth club the building would trigger a need for 9 parking spaces. While 5 dwellings would only trigger a need for 5 parking spaces.

As such while the existing use does not provide off street parking it triggers a demand on parking provision greater than that of the proposed use. It is therefore considered that the proposals would result in a reduction in vehicle parking demand that would be a benefit of the proposals in relation to parking provision within Stow.

The CDC Parking Standards Review Guidance Note April 2016 which forms part of the evidence base for the emerging local plan sets out at para 1.2 that the Guidance Note is only directly applicable to those developments having a sufficiently significant impact on the network and hence resulting in a clear and compelling case for providing a steer on the level of parking which should be provided at a development (see Local Plan policy INF6 Parking Provision). There are no prescriptive thresholds for when standards are applicable and this is to be determined by Cotswold District Council (CDC).

Given that the proposals would result in a reduction of need on the parking provision in Stow over that of the current use, it is evident that the proposals would not result in a significant impact on the network that would require a steer on the level of parking.

However in the interests of supporting sustainable travel methods provision for bicycle storage will be required at the rate of 1 cycle space per unit. The site is also located within a short distance of the town centre and the services and facilities it provides in addition to the local public transport services.

It is noted that due to the constraints of the site that the construction of the proposals will be challenging. It may be that the public footpath than runs alongside the building connecting to the High Street may need to be temporarily closed alongside the application site to ensure pedestrian safety. In addition deliveries to the site would likely need to be made as and when required due to the limitations of storage on the site. However this could all be secured by a construction method statement at the reserved matters stage and as such would not give rise adverse harm to highway or pedestrian safety.

#### **(d) Impact on neighbouring amenity** 30

While the scheme is in outline consideration needs to be given to the amenity of existing residents and the future amenity of the residents of the bedsits.

The pattern of development around the site is tightly constrained. While no indicative plans have been provided of the layout or design of the proposed building given the constraints of the site the building will likely be of a similar scale as to that currently on site. The footprint of the existing building covers 164sqm, with a further 39.78sqm at 1st floor level.

While the council do not have adopted any minimum or maximum space standards for new dwellings the general guidance as used by other councils is that bedsits for new developments varies between 12-20sqm. It is reasonable therefore given the floor space of the existing building is 165sqm that provision for 5 bedsits on the site can be reasonably achieved.

The existing building has a number of openings predominantly on the northern and eastern elevations with further smaller windows and door openings on the other elevations. There are residential properties to the north, south and west of the site.

St Anne's Cottage to the north is orientated so that it fronts the A429. Therefore its southern elevation is a blank gable that faces towards the site, separated by the public footpath. Therefore subject to the reserved matters application a design could be achieved that would not impact adversely upon the amenity of this property.

To the north east is George Cottage which sides onto the public right of way. This property is set back from the application site and subject to the final design it is considered that a scheme would be achievable that would not impact on the amenity of this cottage.

The land between the application site and the business properties to the east is a parcel of raised scrub land. It is considered that given the separation distance from the business units and that the land does not form amenity space to a residential property that a scheme could be achieved that would maintain amenity.

To the south is a complex of stone barns. There is a small gap between the existing building and the barns to which the barn has a blank gable running the length of the site. While light to windows on the southern elevation of the proposed bedsits would be limited it is considered that a design could be achieved with light gained from the east and western elevations or from roof lights.

While no indicative plans have been provided it is unlikely that the scheme would come forward with an area of shared amenity space due to the constraints of the site and the surrounding built development and raised scrubland it would be difficult to achieve a useable, private or not overshadowed. However given that the proposals are for bedsits and the central location of the site it would not be reasonable to require units of this scale to have outdoor amenity space.

It is therefore considered that subject to the reserved matters that in principle a development of 5 bedsits could be achieved within the site without an adverse impact on the amenity of neighbouring properties or the amenity of the future residents in accordance with Policy 46 of the Cotswold District Local Plan.

#### **(e) Impact on drainage**

Thames Water raise no objections to the proposals however provide comment on the potential for pipes within the vicinity of the site and guidance given. Surface water drainage would be subject to the reserved matters application. However given that the current building covers the majority of the site with the rest laid to hardstanding then there is the potential for improvements in surface water drainage within the reserved matters.

## (f) Impact on Archaeology

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The application site is archaeologically sensitive: it is located directly adjacent to a major Roman road - the Fosse Way - and lies within Stow-on-the-Wold's medieval settlement area. Ground works required for the proposed development may therefore have an adverse impact on significant archaeological remains.

As such the Council's Archaeologist raises no objections to the proposals subject to a condition requiring archaeological monitoring so that any significant archaeological deposits or finds revealed during the works can be recorded.

### Conclusion

Overall, it is considered that the proposal will help to address the Council's need to provide a continuing supply of housing land. It is noted that the Council can currently demonstrate a robust 5 year supply of deliverable housing land. However, this requirement is a minimum not a maximum and as such the Council still needs to ensure that a supply of land is maintained in order to meet its ongoing requirements. Whilst the weight that can be given to the need to provide housing when the supply is in surplus is less than when the supply is in deficit the provision of housing still carries weight when considering this application, especially given the requirement of the NPPF to 'boost significantly the supply of housing' (Para 49).

The scheme would through a Unilateral Undertaking secure the replacement and ongoing provision of the existing community facility. In addition it would provide 5 new residential units that would go towards meeting the varied housing need of the local area. The site is sustainably located and located within the development boundaries of the principle settlement of Stow on the Wold. It is considered that the scheme could be implemented without causing harm to the character or appearance of the Conservation Area or the amenity of the neighbouring residents.

As such the application is recommended for approval subject to conditions.

### 10. Proposed conditions:

1. The development shall be started either by five years from the date of this decision notice or before the end of 2 years from the date that the last of the reserved matters is approved, whichever is the later.

**Reason:** To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

2. Application for the approval of the reserved matters shall be made to the Local Planning Authority by three years from the date of this decision notice.

**Reason:** To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 (as amended).

3. The development shall not be started before approval of the details relating to, Access, Appearance, Layout, Landscaping and Scale have been given in writing by the Local Planning Authority.

**Reason:** These are "reserved matters" and were listed in the application for later approval. This is only an outline planning permission and these matters require further consideration by the Local Planning Authority. This condition is imposed to comply with the requirements of the Town and Country Planning Act 1990 as amended.

4. This decision relates to the land outlined in red on the Site Location Plan 1204/L01 received by the Council on the 9th December 2016.



**Reason:** For purposes of clarity and for the avoidance of doubt, in accordance with paragraphs 203 and 206 of the National Planning Policy Framework.

5. No development shall take place within the application site until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the local planning authority.
6. Reason: To ensure that items of archaeological interest are properly recorded. Such items would potentially be lost if development was commenced prior to the implementation of a programme of archaeological work. It is therefore important that such a programme is agreed prior to the commencement of development.

**Informatives:**

1. Legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you email us a scaled ground floor plan of your property showing the proposed work and the complete sewer layout to [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk) to determine if a building over / near to agreement is required.
2. It is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921.
3. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
4. There is a Thames Water main crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
5. This permission is subject to, and must be read in conjunction with, a legal agreement under Section 106 of the Town and Country Planning Act (1990) as amended.

15/05414/OUT

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**Stow Youth Centre Fosseway Stow on the Wold**

Scale: 1:1250

Organisation: Cotswold District Council

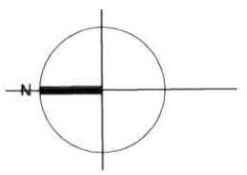
Department:

Date: 26/01/2017



**COTSWOLD**  
DISTRICT COUNCIL

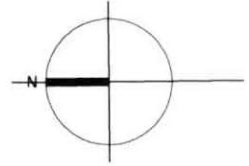




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General Notes	
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Status	
Revisions	
Project Housing Development, Youth Club, Stow-on-the-Wold	
Client STOW YOUTH CENTRE 67, charity no 301626	
Drawing LOCATION PLAN	
Scale 1:1250	Date Dec '15
EASTABROOK ARCHITECTS RIBA #	
Kyrle House Sheep Street Stow-on-the-Wold Gloucestershire GL54 1HQ Phone: 01452 839541 Email: info@eastabrookarchitects.co.uk www.eastabrookarchitects.co.uk	
Drawing number 1204 / L01	Revision
<small>1204 location plan printed on 08 Dec 2015 at 14:42:14</small>	



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Status	
Revisions	
Project Housing Development, Youth Club, Stow-on-the-Wold	
Client STOW YOUTH CENTRE 67, charity no 301626	
Drawing SITE PLAN	
Scale 1:200	Date Dec'15
<b>EASTABROOK ARCHITECTS</b> <small>             67 High Street              Stow-on-the-Wold              Gloucestershire GL54 1HQ              Phone: 01451 820541              Email: info@eastabrookarchitects.co.uk              www.eastabrookarchitects.co.uk           </small>	
Drawing number 1204 / P01	Revision
<small>LUFA location.org printed on 09 Dec 2015 at 14:32:12</small>	

DATED

20<sup>th</sup> January 2017

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER  
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990  
RELATING TO LAND BEING STOW ON THE WOLD YOUTH CENTRE,  
FOSSEWAY, STOW ON THE WOLD, GLOUCESTERSHIRE GL54 1DW**

between

**STOW YOUTH CENTRE 67**

and

**COTSWOLD DISTRICT COUNCIL**

Kendall & Davies  
Cheltenham House  
The Square  
Stow on the Wold  
Glos. GL54 1AB

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THIS DEED is dated

20<sup>th</sup> January 2017

- (1) **STOW YOUTH CENTRE 67** (Registered Charity Number 301626) of Stow on the Wold Youth Centre, Fosseyway, Stow on the Wold, Cheltenham, Gloucestershire GL54 1DW ("the Owner")
- (2) **COTSWOLD DISTRICT COUNCIL OF** Trinity Road, Cirencester, Gloucestershire GL7 1PX ("the Council")

#### BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Owner intends to develop the Property pursuant to the Planning Permission.
- (E) In accordance with the Council's Local Plan on planning contributions the Owner gives this undertaking to perform the obligations set out in this deed.

#### AGREED TERMS

##### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

##### 1.1 Definitions:

**Base Rate:** the base rate from time to time of Lloyds Bank plc.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

**Commenced and Commences** shall be construed accordingly.

**Commencement Date:** the date of Commencement of Development.

**Development:** the development of the Property described in the Planning Application.

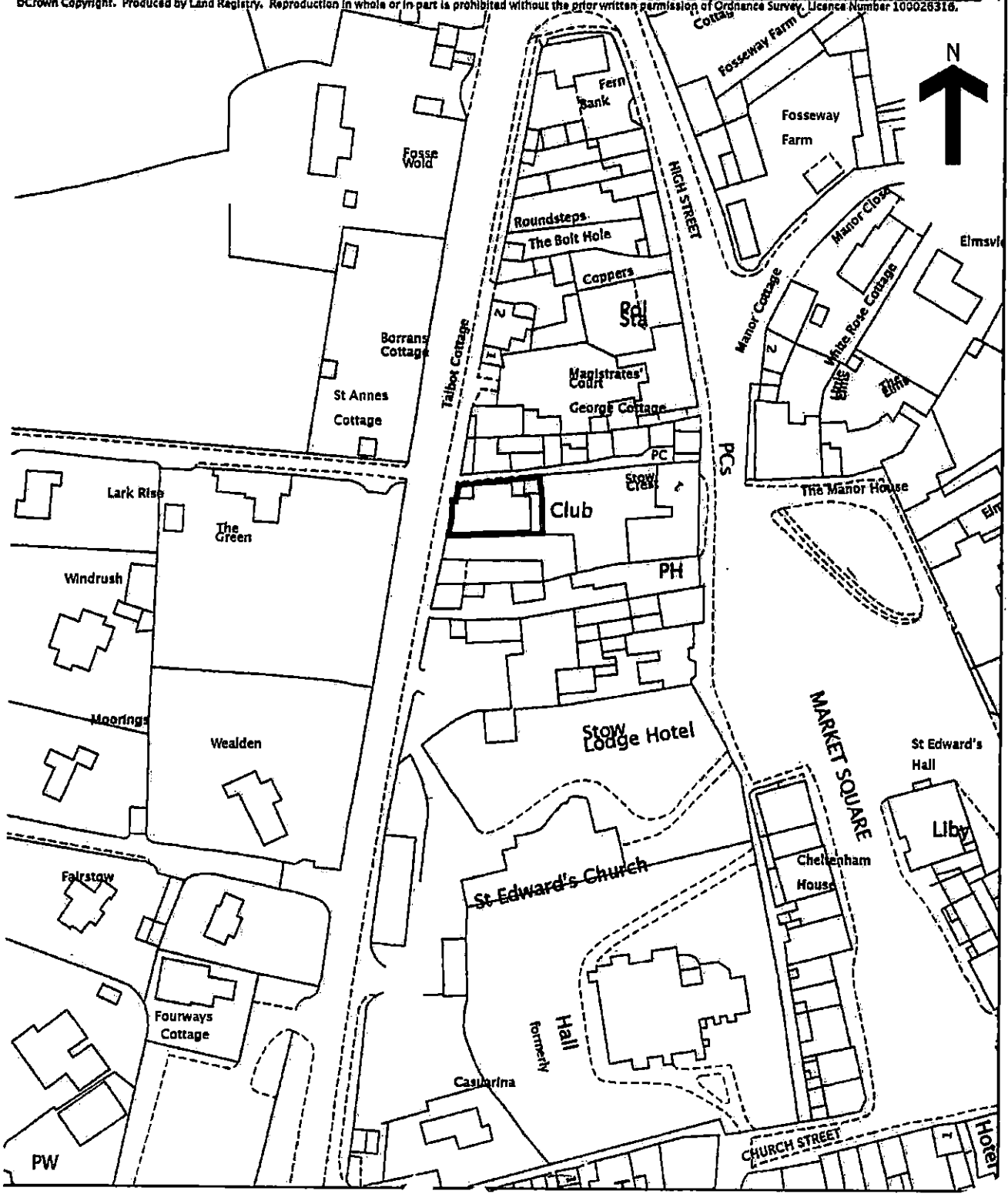
**Plan:** the plan attached to this deed.

Land Registry  
Official copy of  
title plan

Title number **GR360849** 39  
Ordnance Survey map reference **SP1925NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Gloucestershire : Cotswold**



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**Property:** the freehold land being Stow on the Wold Youth Centre, Fosseyway, Stow on the Wold, Gloucestershire GL54 1DW shown edged red on the Plan and registered at the Land Registry with absolute title under title number GR360849

**Local Plan:** the Cotswold District Council Local Plan 2001-2011

**Planning Application:** an application for planning permission registered by the Council on 9<sup>th</sup> December 2015 under reference number 15/05414/OUT.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application.

**TCPA 1990:** Town and Country Planning Act 1990.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include 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** includes fax but not 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 are to the clauses of this deed.
- 1.13 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.
- 1.14 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.

## **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 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of 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 Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council, as follows:-

- (a) that in the event of a sale of the Property with the benefit of the Planning Permission by the Owner or net sale proceeds gained from such a sale of the Property shall be utilised and applied in full for and to the construction and provision of a replacement youth centre for the benefit of the youth of Stow on the Wold, Gloucestershire ("the New Youth Centre") and
- (b) that the covenant in 3(a) above shall only apply in the event that a satisfactory planning permission is granted by the Council for the erection of the New Youth Centre at a location upon King George V Playing Field, Stow on the Wold, Gloucestershire or such other alternative location as is agreed between the parties hereto within 5 years of the Commencement Date as defined herein.
- (c) in the event that the Property is sold the Owner shall from the date of completion of such sale provide a temporary functioning youth centre for use by the youth of Stow on the Wold, Gloucestershire in such alternative

accommodation within Stow on the Wold, Gloucestershire facilitated by the Owner until such time as the New Youth Centre has been constructed and is ready for occupation and use.

**4. RELEASE**

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

**5. DETERMINATION OF DEED**

This deed shall be determined and have no further effect if the Planning Permission:

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

**6. LOCAL LAND CHARGE**

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

**7. COUNCIL'S COSTS**

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

**8. OWNERSHIP**

8.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

8.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 15 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

**9. NOTICES**

9.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

9.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at: Trinity Road, Cirencester, Gloucestershire GL7 1PX marked for the attention of Alison Williams;
- (b) to the Owner at: Stow on the Wold Youth Centre, Fosseyway, Stow on the wold, Gloucestershire GL54 1DW marked for the attention of Alun White;

or as otherwise specified by the relevant person by notice in writing to each other person.

9.3 Any notice or other communication given in accordance with clause 9.1 and clause 9.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

9.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

9.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**10. 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.

**11. 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.

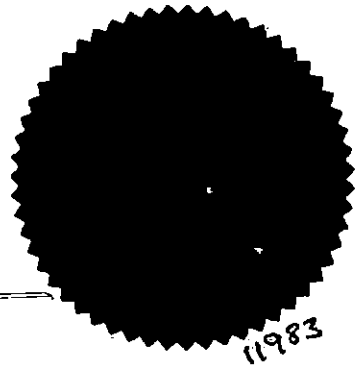
Signed as a Deed by  
**ALUN WHITE** as Trustee for .....  
Stow Youth Centre 67 in the presence  
of:-

Signature .....  
Print Name ROBERT WELLINGTON  
Address Cheltenham House,  
The Square, Stow on the Wold  
Glos GL54 1AB  
Occupation SOLICITOR

Signed as a Deed by  
**KEITH COX** as Trustee for .....  
Stow Youth Centre 67 in the presence  
of:-

Signature .....  
Print Name ROBERT WELLINGTON  
Address Cheltenham House,  
The Square, Stow on the Wold  
Glos GL54 1AB  
Occupation SOLICITOR

The Common Seal of COTSWOLD  
DISTRICT COUNCIL was hereunto  
affixed in the presence of:-



GROUP MANAGER - LAND, LEGAL AND PROPERTY