

Rossendale Borough Council

NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

TO: STEPHEN STRAY
CAROLINE RIDGE
REBECCA LAWLOR
KEITH BELL
PHIL SEDDON
FORWARD PLANNING
VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

FROM: LINDA FISHER

LEGAL FILE NO: Z.12/0606

The following has been completed:

Planning Ref: APP/2008/0156

Proposal: Conversion of existing building to form 6 no. apartments and 3 no. town houses at Pack Horse Barn, Market Street, Edenfield, Ramsbottom BL0 0JF

Completion Date (as on Deed): 4th October 2008.

Parties: Rossendale Borough Council (1) and Richard John Nuttall of [REDACTED]

Terms: 1. A contribution of £10,000 to provision of a Community Centre at Edenfield, and
2. The provision of two affordable rental units within the development to nominated persons as set out in the Third Schedule to the Agreement.

Receipt of money: On implementation of the Planning Permission

Request for payments: The payment is to be requested as soon as the Planning Permission is implemented.

Details: _____

Others: _____

Commutated Sum: _____ **Amount** _____

* Planning permission can now be issued
* Please now register the Section 106 Agreement in Part 2 of the Planning Register

LEGAL AGREEMENT CONFIRMATION FORM

Planning
Application No

APP/2008 /0156

Site Details

Conversion of existing building to form 6 no. apartments and 3 no. town houses at the Pack Horse Barn, Market Street, Edenfield, Ramsbottom, BL0 0JF.

Date Legal Agreement signed

4th October 2008.

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 4th October 2008

Signature:

DATED*4th October***2008****ROSSENDALE BOROUGH COUNCIL(1)****R. J. NUTTALL(2)**

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
relating to land at Pack Horse Farm Market Street Edenfield

Linda Fisher,
Executive Director of Regulatory Services,
P. O. Box 74,
Kingfisher Business Centre,
Futures Park,
Bacup. OL13 0WU

THIS AGREEMENT is made the 4th day of October 2008

BETWEEN

(1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup Lancashire OL13 0WU ("the Council") of the First Part

(2) **RICHARD JOHN NUTTALL** of [REDACTED] [REDACTED] ("the Owner") of the Second Part

BACKGROUND

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situate
2. The Owner is the registered proprietor under Title Number LA970923 of the freehold interest in the Land
3. The Owner has submitted to the Council the Application for the Development on the Land
4. The Council has resolved to grant planning permission for the Development in accordance with the Application subject to the completion of this Agreement without which planning permission would not be granted
5. For the purposes of determination by the Council of the Application the Owner wishes to enter into this planning obligation with the intention that if the Council approve the Application and grant planning permission for the Development the Council will then be able to enforce the obligations as obligations entered into pursuant to section 106 of the 1990 Act.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meaning

- | | | |
|-------|---|---|
| 1.1.1 | “the 1980 Act” | the Highways Act 1980 |
| 1.1.2 | “the 1990 Act” | the Town and Country Planning Act 1990 (as amended) |
| 1.1.3 | “Affordable Rental Units” | two units of the nine shown on the attached Plan 2 together with any car parking spaces allocated for those all on the part of the Land such details to be agreed at the reserved matters stage |
| 1.1.4 | “the Affordable Housing Rental Figure” | a sum not exceeding 85% of the Open Market Rental Value of the Affordable Rental Units |
| 1.1.5 | “the Agreed Value” | the Open Market Rental Value on a let of each Affordable Rental Unit (of comparable rental types not being residential units which are Affordable Rental Units) ascertained in accordance with the Fourth Schedule hereto |
| 1.1.6 | “the Application” | the Application numbered 2008/0156 for planning permission for the Development submitted by the Owner to the Council on the 27 th February 2008 |
| 1.1.7 | “Community Centre Contribution” | the sum of £10,000 as a contribution to the provision of Community Centre at Edenfield to be |

- paid as outlined in the Second Schedule
- 1.1.8 **“the Development”** Conversion of an existing building to form 6 apartments and 3 town houses as set out in the Application
- 1.1.9 **“Disposal”** shall mean the transfer of the freehold title to the Land
- 1.1.10 **“Dwellings”** the total of the Affordable Rental Units and the Market Dwellings built on the Land
- 1.1.11 **“Implement Implementing and Implementation”** carrying out a material operation as defined by section 56 of 1990 Act (excluding any act of demolition remediation or site clearance)
- 1.1.12 **“Indexation”** the amount which bears the same proportion to the relevant commuted sum as the amount by which all the “All Items” Index of retail prices issued by the National Statistic Office or any successor Department for the month or date of payment exceeds the index figure of the said Index at the date of this Agreement
- 1.1.13 **“Intermediate Affordable Housing”** the meaning ascribed to it in Annex B of Planning Policy Statement 3: Housing
- 1.1.14 **“the Land”** all that piece or parcel of land being land lying to the east of Market Street Edenfield Ramsbottom shown for identification purposes only edged red on the attached Plan 1
- 1.1.15 **“Local Land Charges** the register maintained by the Council relating to

	Register”	Local Land Charges
1.1.16	“Main Residence”	a dwelling occupied by the same Persons for more than 6 months of every year
1.1.17	“Market Dwellings”	the dwellings comprised in the Development other than the Affordable Rental Units
1.1.18	“Nominated Person”	a person who meets the criteria set out in the Third Schedule
1.1.19	“Open Rental Market Value”	the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institute of Chartered Surveyors
1.1.20	“Planning Permission”	the outline planning permission to be granted pursuant to the Application in substantially the form annexed
1.1.21	“Reserved Matters Applications”	the application or applications for approval of reserved matters made pursuant to the Planning Permission
1.1.22	“Social Rented Housing”	the meaning ascribed to it in Annex B of Planning Policy Statement 3: Housing
1.1.23	“Tenancy Agreement”	means a tenancy agreement in relation to an Affordable Dwelling
1.1.24	“Valuer”	has the same meaning as in the Housing Corporations model New Build Homebuy lease being an independent expert who is an associate or fellow of the Royal Institution of Chartered Surveyors agreed between the Landlord and the

Leaseholder or in default of agreement
appointed on the application of either Landlord or
Leaseholder by or on behalf of the President of
the Royal Institution of Chartered Surveyors
1.1.25 **“Working Day”** any day from Monday to Friday (inclusive) which
is neither Christmas Day, nor Good Friday and
not any statutory Bank Holiday.

1.2 In this Agreement

1.2.1 the clause headings do not effect its interpretation

1.2.2 unless otherwise indicated references to clauses and Schedules are to
clauses of and Schedules to this Agreement and references in a
Schedule to a Part or paragraph are to a Part or paragraph of that
Schedule

1.2.3 references to any statute or statutory provision include references to

1.2.3.1 that statute or statutory provision as from time to time
amended extended.re-enacted consolidated or replaced and

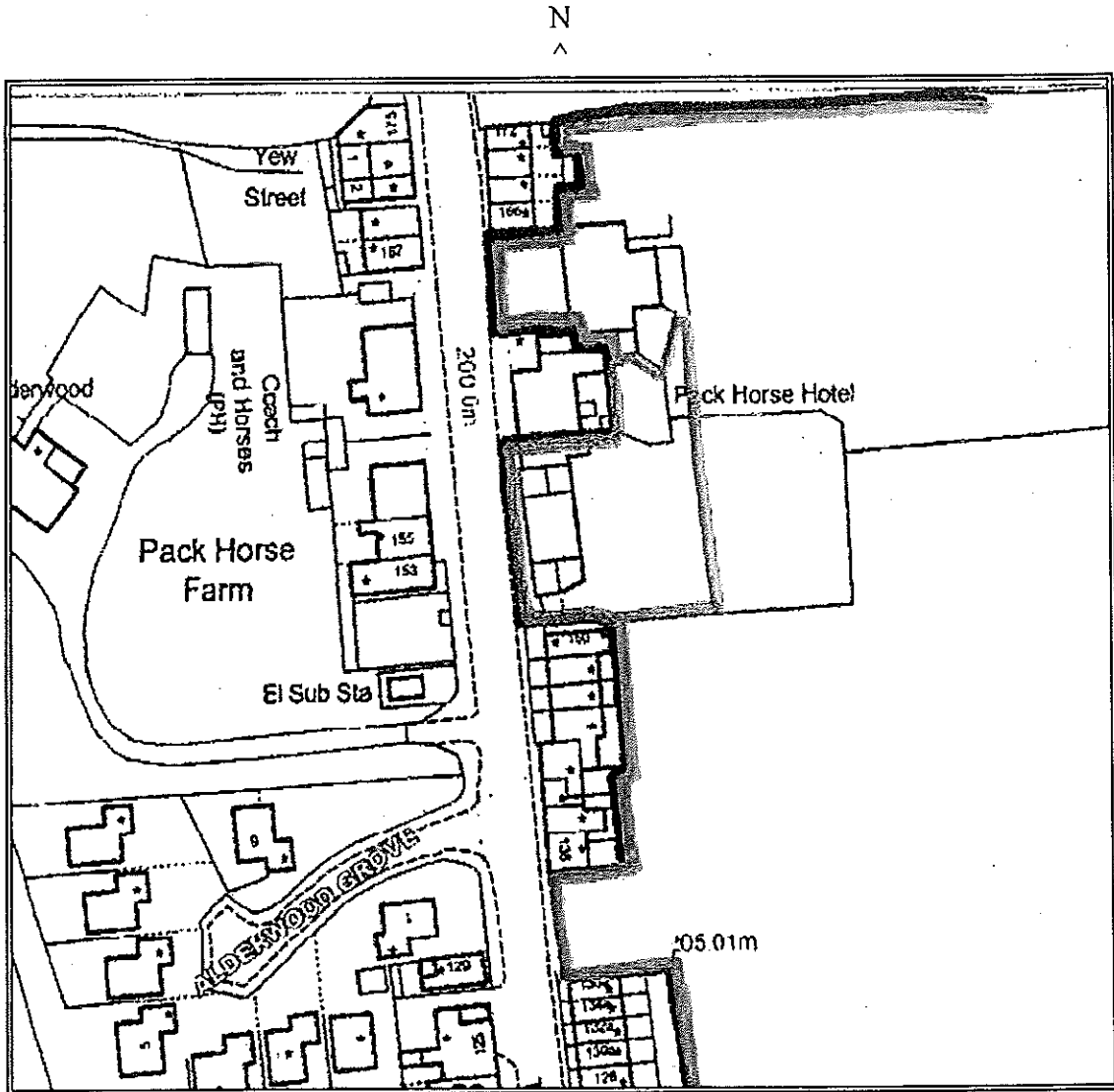
1.2.3.2 any orders regulations instruments or other subordinate
legislation made under the statute or statutory provision
whether before or after the date of this Agreement.

1.2.4 references to the Land include any part of it

1.2.5 references to any party in this Agreement include the successors in title
of that party. In addition references to the Council include any
successor local planning authority exercising planning powers under
the 1990 Act

Location Plan

Address and proposal: Conversion of existing building to form 6 apartments & 3 town houses (Inc.3 no 1 bed apartments, 3 no 2 bed apartments & 3 no 2 bed town houses), Packhorse Farm, Market Street, Edenfield, BL0 0HJ



Scale: 1 to 1250

2008/158

- 1.2.6 "including" means "including without limitation"
- 1.2.7 any covenant by the Owner not to do any thing or act includes a covenant not to permit or allow the doing of that act or thing
- 1.2.8 where two or more people form a party of this Agreement the obligations they undertake may be enforced against them all jointly or against each of them individually and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement remains unaffected
- 1.3 This Agreement is made pursuant to section 106 of the 1990 Act to the intent that it shall bind all interest in the Land into whosoever hands the same may come and the Owner and its successors in title and assigns and all persons claiming under or through it
- 1.4 The parties to this Agreement do not intend that any other terms will be enforceable by virtue of the Contracts (Rights or Third Parties) Act 1999 by any person not a party to it

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972 section 2 Local Government Act 2000 and all other enabling powers

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Land or otherwise

2.4 This Agreement will be registered as a local land charge by the Council

3. **COMMENCEMENT**

3.1 Except as otherwise mentioned in this Agreement this Agreement shall take effect when the Planning Permission is granted.

4. **OBLIGATIONS**

4.1 The Owner for himself and his successors in title and assigns hereby covenants with the Council that he will comply in all respects with the obligations on their behalf in the First, Second, Third, Fourth and Fifth Schedules

4.2 The Owner agrees with the Council to perform and comply with the obligations set out in relation to the Development.

4.3 The Council agrees with the Owner that it will issue the Planning Permission forthwith upon the completion of this Agreement.

4.4 Any notice consent or approval to be given pursuant to the terms of this Agreement by any party shall not be unreasonably withheld or delayed and the parties to this Agreement agree to act reasonably in carrying out their functions obligations and covenants as described in this Agreement.

4.5 Where any certificate to consent permission approval or satisfaction is required to be given under this Agreement such certificate consent permission approval or satisfaction shall be in writing and will not be unreasonably withheld or delayed

- 4.6 The Owner shall on the execution hereof pay to the Council its reasonable legal costs properly incurred in the preparation of this Agreement in the sum of £1,000 plus VAT.
- 4.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 4.8 No person will be liable for a breach of the terms of this Agreement occurring after the date on which they part with their interest in the Land or the part of the Land in respect of which such breach occurs but will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purpose of this clause.
- 4.9 The Council will at its own cost and upon the written request of the Owner after the obligations on the part of the Owner contained herein have been fulfilled in relation to the Commuted sums obligations issue confirmation thereof and thereafter vacate or cancel the entry made in the Local Land Charges Register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affect the Land.
- 4.10 The Owner shall ensure that no Disposal of the Affordable Rental Units (being part of Title No. LA970923) other than by way of a charge by the proprietor of the registered estate is to be registered without a certificate signed by the Solicitor to the Council that the provisions of this Agreement have been complied with and in the event of any such Disposal a covenant is to be

inserted into the Transfer that two of the units will be held as Affordable Rental Units subject to the provisions of this Agreement

5. **EXPERT**

5.1 Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their respective rights duties or obligations or as to any other matter or thing in anyway arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person ("the Expert") to be agreed upon between the parties and failing such agreement within ten (10) working days of any party calling upon the others to agree to the appointed on the application of the parties or any of them by the President for the time being of the Royal Institution of Chartered Surveyors or any successor institute ("the President")

5.2 The Expert shall act as an expert and make his determination within twenty (20) working days from the date of his appointment such determination to be made in writing giving full reasons therefore and shall be binding upon the parties.

5.3 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place.

5.4 It is hereby agreed and declared that

5.4.1 the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him

within ten (10) working days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) working days of such receipt to make written counter representations.

5.4.2 the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit

5.4.3 the Expert shall have an unfettered discretion to determine the reference to him

5.4.4 the fees and expenses of the Expert including the costs of his appointment shall be borne equally between the parties unless the Expert shall direct otherwise and he shall have the power so to direct if he considers it is reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question.

6. TERMINATION OF THIS AGREEMENT

6.1 This Agreement will come to an end if

6.1.1 the Planning Permission is quashed or revoked before Implementation so as to render this Agreement or any part of it irrelevant impracticable or unviable.

6.1.2 the Planning Permission expires before Implementation

6.2 Where the Agreement comes to an end under clause 6.1 the Council will at its own cost and upon the written request of the Owner issue confirmation thereof and thereafter vacate or cancel the entry made in the Local Land Charges Register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Land.

7. NOTICES

- 7.1 Any notice demand or any other communications served by any party under this Agreement is to be delivered by hand or sent by first class post pre-paid or recorded delivery.
- 7.2 Any notice demand or any other communications is to be sent to the following address of the parties or to such address as one party may notify in writing to the others at any time as its address for service.
- 7.2.1 On the Council at the address set out above and addressed to the
Executive Director of Regulatory Services
- 7.2.2 On the Owner to the Owners address referred to above
- 7.3 Unless the time of actual receipt is proved a notice demand or communications sent by the following means is to be treated as having been served.
- 7.3.1 If delivered by hand at the time of delivery
- 7.3.2 If sent by post on the second Working Day after posting or
- 7.3.3 If sent by recorded delivery at the time delivery was signed for
- 7.4 If a notice demand or any other communication is served after 4.00 p.m. on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next working day.
- 7.5 For the avoidance of doubt where proceedings have been issued in the Courts of England and Wales the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

8. ENFORCEMENT

8.1 This Agreement is to be governed and interpreted in accordance with the law of England and Wales.

8.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties arising out or related to this Agreement. This clause operates for the benefit of the Council who retain the right to sue the Owner and enforce any judgment against the Owner in the Courts of any competent jurisdiction.

9. LATE PAYMENT

If any payment due under the provisions of this Agreement is not made on or before the date upon which it is due (the "Due Date") the party from whom it was due shall at the same time as making the payment to the other party pay at 3% above the base lending rate of the Bank of England as at the due date for the period starting with the Due Date and ending on the date on which payment of the sum on which interest is payable is made.

IN WITNESS whereof this document has been executed as a Deed by the respective parties hereto in the appropriate manner and with the intention of such document delivered on the part of each of them as a Deed on (but not before) the day and year first before written.

FIRST SCHEDULE

Part 1

(Planning Obligations concerning Affordable Rental Units)

1. Determination of Affordable Rental

The Owner covenants as follows:

- 1.1 The total number of Affordable Rental Units in respect of the Development will be two;
- 1.2 The Owner shall not offer for rental the Affordable Rental Units other than at the Affordable Housing Rental Figure which is 15% below the Open Market Rental Value of the Affordable Rental Units that being the Agreed Value at the time of the let and as contained in the Fourth Schedule hereto
- 1.3 The Affordable Rental Units will be available in perpetuity for rental and will not be offered for sale or for shared equity ownership
- 1.4 In relation to all rentals of the Affordable Rental Units as aforesaid the Owner shall submit in writing to the Council for approval (such approval not to be unreasonably refused or delayed) its assessment of the Open Market Rental Value and no Affordable Rental Unit will be let without the receipt in writing of the Council's agreement to the amount Open Market Rental Value at which the Affordable Rental Unit will be let
- 1.5 If the Council does not approve the Owner's assessment of the Affordable Housing Rental Figure for any of the Affordable Rental Units or the Agreed Value cannot be agreed then the figure shall be determined by an expert in accordance with Clause 5 of this Agreement

- 1.6 The Owner shall submit together with his application for approval of reserved matters plans which will deal with the detailed provision of the Affordable Rental Units
- 1.7 Within twenty (20) working days after implementing the Development submit to the Council a building programme for the Development which demonstrates when the Affordable Rental Units will be built and completed concurrently with other Market Dwellings comprised in the Development
- 1.8 Build the Affordable Rental Unit in accordance with:-
 - 1.8.1 The Planning Permission and
 - 1.8.2 The specification of the Affordable Rental Units to be agreed in writing with the Council prior to implementation of the Development (which specification shall be identical to that of the Market Dwellings of the same type as the Affordable Rental Units) subject to any variations thereto reasonably required by the Owner and approved by the Council in writing such approval not to be unreasonably withheld or delayed
- 1.9 Not to let or offer for sale more than 2 Market Dwellings until the Affordable Rental Units have been completed
- 2.0 Not to let any of the Affordable Rental Units to other tenants than Nominated Persons
- 2.1 To meet annually with the Council on the anniversary of commencement of this Agreement to review the working of the arrangement provided by this agreement

SECOND SCHEDULE

(Community Centre Contribution)

The Owner covenants with the Council that on the Implementation of the Planning Permission to pay the Community Centre Contribution (subject to indexation)

THIRD SCHEDULE

NOMINATED PERSONS

Nominated Person shall be that

- (a) Firstly to a person or persons who can demonstrate a housing need in accordance with the Council's definition of affordable housing
- (b) currently living in Edenfield and/or Helmshore or have lived in Edenfield and/or Helmshore for five of the last ten years having left to find suitable accommodation and who have close family living in Edenfield and/or Helmshore
- (c) currently living within the immediately adjacent wards within Rosendale or have lived within the immediately adjacent wards within Rosendale in five of the last ten years having left to find suitable accommodation and who have close family living within those ward boundaries
- (d) currently working in Edenfield and/or Helmshore
- (e) currently living in the Borough of Rossendale or have lived in the Borough of Rossendale for five of the last ten years having left to find suitable accommodation and who have close family currently working in the Borough of Rossendale
- (f) currently working in the Borough of Rossendale

That after the first occupation and before Nominated Persons as described in category (f) above shall become eligible for occupation, the Affordable Rental Unit

shall have been marketed for rent subject to the above categories (a), (b), (c), (d) and (e) for a period of at least twelve weeks evidence of which shall be provided to the Council

FOURTH SCHEDULE

1. The Affordable Housing Rental figures to be charged shall be 15% below the Open Market Rental Value as provided by the Rent Officer at the Rent Service, the Executive Agency of the Department of Works and Pensions at the time of the first allocation of the tenancy of either Affordable Rental Unit and this rent is to be approved in writing by the Council
2. The subsequent annual increases shall be based on the Retail Price Index and shall be approved in writing by the Council

FIFTH SCHEDULE

Council's Covenants

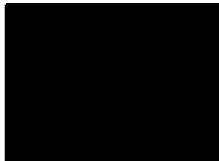
Repayment of contributions

- 1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten years of the date of receipt by the Council of such payment together with interest at the National Westminster Bank base rate from time to time for the period from the date of payment to the date of refund.

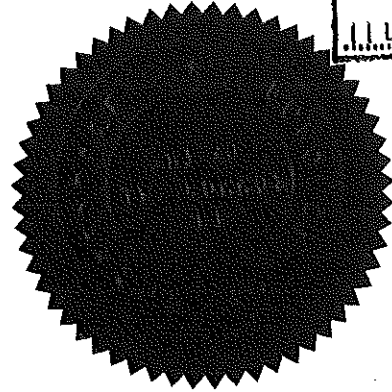
3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

No. 114855
REGISTER

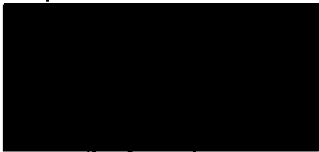
THE COMMON SEAL of ROSSENDALE)
BOROUGH COUNCIL was affixed to this)
Deed in the presence of)



Mayor



SIGNED AND DELIVERED as a Deed by the)
said RICHARD JOHN NUTTALL in the)
presence of:-)



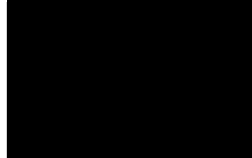
*John for
Washington*

Rossendale Borough Council

Town & Country Planning Act 1990 Planning Permission

Applicants Name: Mr Richard Nuttall

Notice Recipient : Ben Edmondson



Part 1 - Particulars of Application:

Date Received: 07/03/2008 Application Number: 2008/0156

Proposed Works : Conversion of existing building to form 6 no. apartments and 3 town houses (inc 3 no. 1 bed apartments, 3 no. 2 bed apartments and 3 no. 2 bed town houses)

Location : Pack Horse Barn, Market Street, Edenfield, BL0 0JF

Part 2 – Particulars of Decision

Rossendale Borough Council hereby give notice that planning permission has been granted for the execution of works referred to in Part 1 hereof in accordance with the application and plans submitted subject to the **following conditions and reasons:**

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

Reason for Condition:

Required by Section 51 of the Planning and Compulsory Purchase 2004 Act.

- 2 The development shall be carried out in accordance with the plan amended by Ben Edmondson on 15 May 2008 and supporting documents.

Reason for Condition:

To ensure the development complies with the approved plans and for the avoidance of doubt.

- 3 The development shall not be commenced until full details of the following, including samples of materials where relevant, have been submitted to, and agreed in writing by, the Local Planning Authority:- rebuilding of the gable wall, reproofing, doors and windows, vents and flues.

Reason for Condition:

To ensure a satisfactory appearance to the development and to preserve the character of the building.

- 4 The units shall not be occupied until the access and parking area have been constructed in accordance with the details shown on the approved plan. The layout shall make provision for refuse disposal vehicles to gain access to the rear of the proposed development at Pack Horse Garage (also in the applicant's control) and the access maintained in perpetuity unless otherwise agreed in writing with the Local Planning Authority.

Reason for Condition:

In the interests of highway safety.

- 5 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to the variation.

Reason for Condition:

In the interests of visual amenity.

- 6 The development shall be carried out in accordance with the recommendations of the applicant's bat survey dated August 2006 or as otherwise agreed in writing with the Local Planning Authority.

Reason for Condition:

To ensure the well being of protected species.

Summary of Reasons for Approval

The site is within the Urban Boundary. The proposed development will ensure the preservation of an important building within Edenfield. It will make a contribution to affordable housing. It will not harm the character of the area or significantly affect the amenities of occupiers of adjacent property. There are no highway safety implications. The proposed development would not conflict with Policies 1, 5 and 12 of the adopted Joint Lancashire Structure Plan, saved Policies DS1, DC1, DC2 (Criteria) and DC4 of the adopted Rossendale District Local Plan or Rossendale's Interim Housing Policy Statement.

Summary of the policies and proposals in the Development Plan(s) which are relevant to the decision

DC.1 Development Criteria
DC.4 Materials

Date:

Development Control
Town Centre Offices
Rawtenstall, BB4 7LZ

Principal Planning Officer

DRAFT

Notes

This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

Appeal

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may appeal to the Secretary of State in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site www.planning-inspectorate.gov.uk). The Secretary of State has the power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.

