



**Planning Obligation by Deed of Agreement
pursuant to Section 106 of the
Town and Country Planning Act 1990
(as amended)**

Land off Tremletts Close, Tedburn St. Mary

Dated: 30th April 2010

Teignbridge District Council (1)
Teign Housing (2)

DATE

30th April

2010

PARTIES

- (1) TEIGNBRIDGE DISTRICT COUNCIL of Forde House Brunel Road Newton Abbot Devon TQ12 4XX ("Council")
- (2) TEIGN HOUSING of Templar House, Templar Wharf, Brunel Industrial Estate, Newton Abbot, Devon, TQ12 4PH ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site.
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council grant the Planning Permission subject to the completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990
"Affordable Dwellings"	the Development comprising ten affordable houses shown as plots 1 - 10 inclusive on plan no. 0910/1A attached to the Application.
"Affordable Housing"	social rented and intermediate housing provided to specified eligible households whose needs are not met by the market. Affordable housing should: - meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local

incomes and local house prices.- include provision for the home to remain at an affordable price for further eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision as defined in PPS3 or its successor.

"Affordable Housing Provider"

means a Registered Social Landlord or a local or similar authority or a housing association or similar organisation or a social landlord or such other body or organisation whose main object is the provision of Affordable Housing

"Affordable Rented Housing"

mean an Affordable Dwelling let on an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) by the Affordable Housing Provider.

"Application"

the application for full planning permission dated 25th August 2009 submitted to the Council for the Development and allocated reference number 09/02654/MAJ

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

"Development"

the Development of the Site with the erection of ten affordable houses with associated parking and amenity space as set out in the application

"Dwelling"

a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission

"Grant Funding"	means funding made available by the Homes and Communities Agency or any successor to the functions of the Homes and Communities Agency which relate to Affordable Housing.
"Index"	BCIS All in Tender Price Index.
"Interest"	interest at 4% per cent above the base lending rate of The Bank of England from time to time.
"Management Fee"	means a fee in order to provide the Council with the necessary resources required efficiently to manage monies received under the terms of this Agreement and to ensure the covenants set out herein are satisfied and to monitor and record compliance to this Agreement.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Open Space Contribution"	means the sum of £40,617.60 comprising £16,434.08 towards the improvement of existing parks, £9,660.00 towards upgrading of existing play facilities and £1,610.00 towards a new multi games area £6,077.52 towards upgrading of existing active recreation facility and £6,836.00 for indoor provision using the Sport England Provisional Standards Calculator payable in accordance with paragraph 1 of the Third Schedule
"Plan"	the plan attached to this Deed.
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.
"Registered Providers"	means a body registered with the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008

"Service Lead"	means the appointed manager for the respective service areas of the Council.
"Shared Ownership Housing"	means an Affordable Dwelling in which the occupier of the said dwelling owns a percentage of the freehold such percentage being at least 25% and the remainder is owned by the Affordable Housing Provider but with the right for the occupier to purchase further percentages of the Affordable Dwelling up to 80%
"Shared Ownership Lease"	means a lease of the Shared Ownership Housing based on the Homes and Communities Agency standard lease
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any/or modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

The Owner covenants with the Council as set out in the Third Schedule.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed:
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed, and
 - 7.1.2 the Management Fee of five hundred pounds.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registerable as a local land charge by the Council.
- 7.4 Where the Agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:
- 7.4.1 the Council by the Service Lead for Planning; Service Lead for Housing; Service Lead for Leisure and Green Spaces;
- And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any disposal of the whole freehold interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not).

10 INDEXATION

Any sum payable by the Owner and referred to in the Third Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

11 INTEREST

If any payment due to be paid by the Owner under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

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

13 JURISDICTION

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

14 ARBITRATION

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the subject matter of this Agreement shall be referred to the decision of a single arbitrator to be agreed between the parties, or failing agreement between them, to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

15 DELIVERY

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

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

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

Land adjoining Tremletts Close, Tedburn St. Mary registered under title number DN219916

SECOND SCHEDULE

Form of notice of planning permission

PLEASE SEE COPY ATTACHED

THIRD SCHEDULE

The Owner's Covenants with the Council

1 Affordable Housing

- 1.1 The following Affordable Dwellings shall be constructed by the Owners in accordance with the Design and Quality Standards, HQI's, together with Level 3 of the Code for Sustainable Homes (or minimum level acceptable by the Homes and Communities Agency at that time):

Affordable Dwellings to be rented -

- 6 two-bedroom houses
- 3 three-bedroom houses
- 1 four-bedroom house

- 1.2 The Affordable Dwellings shall at all times be occupied and managed by and in accordance with the aims and objects of the Registered Provider PROVIDED THAT after it shall have parted with any interest in the Affordable Dwellings the Owners shall bear no liability for ensuring that this intention is achieved or that the Registered Provider complies with the following obligations;
- 1.3 The Registered Provider shall upon completion of the letting of the Affordable Dwellings and at all times subsequently allocate each Affordable Dwelling to a person who is considered by the Registered Provider to be in need of such accommodation and who in the opinion of the Registered Provider is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:-

1.3.1. has immediately prior to such allocation been resident within the parish of Tedburn St. Mary; or

1.3.2. has a strong local connection to the parish of Tedburn St. Mary;

AND in seeking to allocate the Affordable Dwellings under this sub-paragraph the Registered Provider shall (but without limiting its wider discretion in this regard) consider:-

1.3.3 family associations of such person or persons in the parish of Tedburn St. Mary;

1.3.4 any periods of ordinary residence of such person or persons in the parish of Tedburn St. Mary not immediately before the date upon which any Affordable Dwelling becomes vacant and/or;

1.3.5 whether such person or persons has to have permanent employment in the parish of Tedburn St. Mary;

- 1.4. If the Registered Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 1.3 above then the Registered Social Landlord shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 1.3 above but in lieu of the reference therein to the parish of Tedburn St. Mary there shall be substituted the surrounding parishes/towns of Holcombe Burnell, Dunsford and Whiteston.
- 1.5 If the Registered Provider is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraphs 1.3 and 1.4 above then the Registered Provider shall subject to the provisions of paragraphs 1.6 and 1.7 allocate any such Affordable Dwelling to a person or persons ("the nominee") from the "Devon Home Choice", choice based letting scheme PROVIDED that the Registered Social Landlord shall have the right to reject an applicant if one of the following criteria is met :-

1.5.1 The nominee has no housing need as defined within the criteria for preference within the Housing Act 1996 (as amended by the Homelessness Act 2002)

1.5.2 The nominee is not a suitable tenant as defined within the criteria of the Registered Social Landlord's Allocations and Lettings Policy

AND the Registered Provider has the right, whilst acting reasonably at all times, in respect of each nomination to reject the nominee by giving notice to the Council and such notice shall state reasons for the rejection and the Council shall have the right to nominate an alternative.

- 1.6 In the circumstances set out in paragraph 1.7, the Registered Provider shall be released from the obligation under paragraph 1.5 of this Schedule and shall be entitled to allocate any vacant Affordable Dwelling to any person who is considered by the Registered Provider to be in need of such accommodation and who is resident in the district of Teignbridge or has a strong local connection with the district of Teignbridge or failing that within the County of Devon.

- 1.7 The circumstances set out in this paragraph shall be the following:-

1.7.1 If no nomination is made by the Service Lead for Housing within two weeks of notification by the Registered Social Landlord of a vacancy;

1.7.2 If a nomination has been made by the Service Lead for Housing and the nominee has failed to complete a tenancy agreement within a seven day period;

AND it is agreed that in these circumstances the Service Lead for Housing may not make a second nomination.

- 1.8. Upon any disposal by the Registered Provider of the freehold reversion of any Affordable Dwelling there shall be included in the transfer a covenant on the part of the purchaser in favour of the Registered Provider that the said

purchaser will not dispose of the said Affordable Dwelling (other than by way of mortgage) without first offering to convey the Affordable Dwelling to the Registered Provider at open market value.

- 1.9 The planning obligations contained in paragraph 1.8 of this Schedule shall not apply:
 - 1.9.1 to any mortgagee or chargee of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or chargee to the intent that any such mortgagee chargee or receiver may deal with or dispose of any dwelling or dwellings comprising the Affordable dwellings freed from the said obligation and on the basis that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the said obligation; nor
- 1.10 The chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than two months' prior notice ("chargee's Notice") to the Council of its intention to dispose and;
 - 1.10.1 In the event that the Council responds within one month from receipt of the chargee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer.
 - 1.10.2 If the Council does not serve its response to the chargee's Notice served under paragraph 1.10 within the oneo month then the chargee shall be entitled to dispose free of the restrictions set out in this Schedule.
 - 1.10.3 If the Council or any other person cannot within two months of the date of service of its response secure such transfer then provided that the chargee shall have complied with its obligations under paragraph 1.10 the chargee shall be entitled to dispose free of the restrictions set out in this Schedule.
- 1.11 Any Grant Funding element of any capital receipts generated by the exercise of a right referred to shall be recycled in accordance with the procedure set out in the Homes and Communities Agency Capiital Funding Guide (or such similar guide as may exist from time to time) and the Affordable Housing Provider making such provision shall furnish the Council with such evidence as the Council shall reasonably require to show how that receipt has been spent.

2 Open Space Contribution

Prior to the commencement of Development on any part of the Site the Owner shall pay to the Council the Open Space Contribution.

3 Settlement of Account(s)

In the event of the Owner failing to settle any account or accounts that may be properly and duly rendered to the Owner within thirty days of despatch to the Owner the sum due shall accrue interest at the Interest Rate.

FOURTH 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 1% below the Authority's Bank base rate from time to time for the period from the date of payment to the date of refund.
- 3 If requested by the Owner in writing within 3 months of the expiry of the ten year period as defined in Clause 2 above 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.

Executed as a Deed by TEIGNBRIDGE DISTRICT COUNCIL affixing its COMMON SEAL in the presence of:

Authorised Officer
Document No.



Executed as a Deed by TEIGN HOUSING
acting by two Directors or a
Director and the Company Secretary:



[Handwritten signature]

Director:

Director/Secretary:

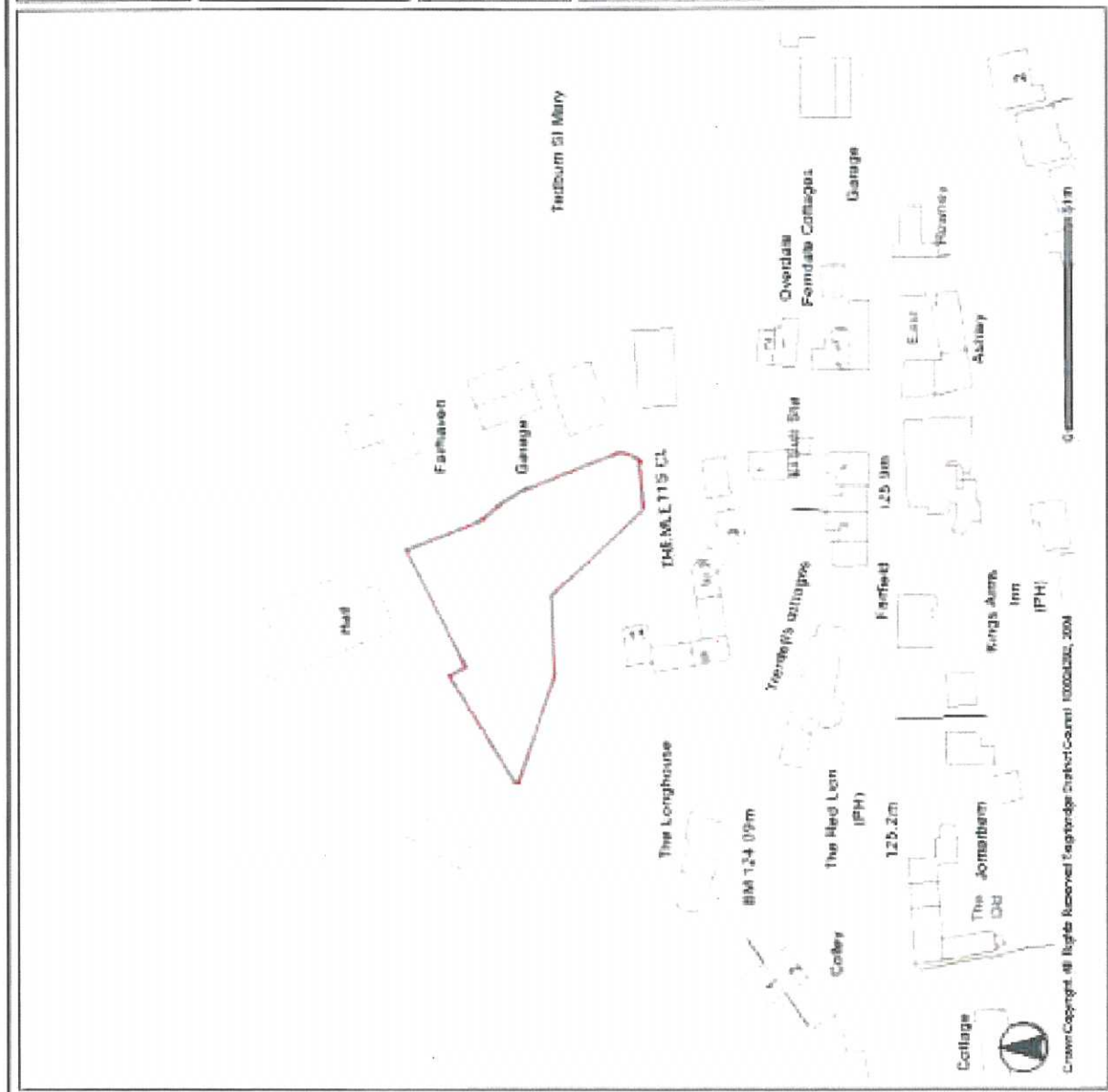
[Handwritten signature]

**Land off Tremletts
Close, Tedburn St.
Mary**



Map Scale - 1:1437
East/West Distance - 256m
Central Coordinate Location: 281422
04239

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Teignbridge District Council 100024292
2007



IN CORRESPONDENCE PLEASE QUOTE
APPLICATION REF NO:- 09/02654/MAJ

TEIGNBRIDGE DISTRICT COUNCIL
TOWN AND COUNTRY PLANNING ACT, 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE)
ORDER 1995
GRANT OF CONDITIONAL PLANNING PERMISSION

Applicant: Teign Housing & Hastoe Housing Association Templar House, Templar Wharf Brunel Industrial Estate Newton Abbot Devon TQ12 4PH	Agent: Walker Newton Architecture 151 Babbacombe Road Torquay Devon TQ1 3SU
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Location: TEDBURN ST MARY - Land Off Tremletts Close

Proposal: Ten affordable houses with associated parking and amenity space

Teignbridge District Council hereby grants planning permission to carry out the development described in the application validated on 25 August 2009 subject to the following conditions:-

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

REASON:- In accordance with Section 91 of the Town & Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Unless otherwise agreed in writing by the Local Planning Authority the development hereby permitted shall not be carried out otherwise than in strict accordance with the submitted details received by the Local Planning Authority on 25 August 2009 (Letter from Applicant/Agent, Design and Access Statement, Site Location Plan, Ecological Survey, Supporting Documents, EIA Statement, Arboricultural Assessment, Landscape Plan drawing number 0910/01, Topographical Site Plan drawing number 2770-P-2, Topographical Survey drawing number 2770-P-1, Drainage Plans drawings numbered 8591.274.540, 8591.274.541 and 8591.274.542, Inclusive Plan drawing number 2770-P-5, Elevation drawing number 2770-P-4 and Inclusive Plan drawing number 2770-P-3) as modified by other conditions of this consent.

REASON:- In order to ensure compliance with the approved drawings.

3. Development shall not begin until a planning obligation pursuant to Section 106 of the Town and Country Planning Act 1990 relating to the land has been completed, submitted and approved in writing by the Local Planning Authority. The said planning obligation will provide that all the dwellings shall be affordable in perpetuity and the sum of £40,617.60 shall be paid to the Local Planning Authority for the purpose of public open space/recreation improvements in Tedburn St Mary in accordance with the phasing requirements of the agreement.

REASON:- To ensure that affordable houses are provided in perpetuity and adequate recreational facilities are provided to serve the development.

4. Before construction work is commenced samples and/or details of the materials to be used on the external surfaces of the approved buildings shall be submitted to and approved in writing by the Local Planning Authority. The work shall proceed using the approved materials.

REASON:- In the interests of visual amenity and to ensure the development maintains the character and appearance of the area.

5. The vehicular access and car-parking spaces shall be provided in accordance with the approved plans prior to the first occupation of the dwellings hereby approved. These spaces shall thereafter be kept permanently available for the parking of vehicles.

REASON:- To ensure that adequate off-street car-parking facilities are provided.

6. Development shall not begin until a scheme of hard and soft landscape works has been submitted to and approved in writing by the Local Planning Authority. The soft landscaping scheme shall include any existing trees and hedges that are to be retained; planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; and an implementation programme and maintenance programme. The hard landscaping scheme shall include samples and/or details of all surface materials and boundary treatments. All works, including the provision of the public/shared amenity areas, shall be completed in accordance with the approved scheme prior to the occupation of the dwellings hereby permitted or in accordance with the programme agreed in writing with the Local Planning Authority prior to the commencement of development.

REASON:- In the interests of visual amenity and to protect the appearance of the area.

7. The development hereby approved shall proceed in accordance with the recommendations of the ecological survey and report dated November 2008.

REASON:- To mitigate any impact on local wildlife interests.

8. The dwellings hereby approved shall be constructed so as to provide sound insulation against externally generated noise so that the occupants do not experience noise levels 5 decibels above normal background levels.

REASON:-To ensure the dwellings are adequately insulated against noise from external sources.

9. Notwithstanding the provisions of Article 3 of the Town & Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no development of the types described in Classes A, B, C, D, E and G of Part 1 and Classes A and C of Part 2 of Schedule 2 (which includes enlargement, improvement or other alteration, porches, sheds, greenhouses, huts, oil storage tanks, fences and walls) shall be undertaken on the premises, other than hereby permitted, or unless the prior written consent of the Local Planning Authority has been obtained.

REASON:- In the interests of the amenity of the occupants of the development hereby approved.

10. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted to, and obtained written approval from, the Local Planning Authority for an investigation and risk assessment and, where necessary, a remediation strategy and verification plan detailing how this unsuspected contamination shall be dealt with. Following completion of measures identified in the approved remediation strategy and verification plan and prior to occupation of any part of the permitted development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority.

REASON:- To ensure that any unexpected contamination that is uncovered during remediation or other site works is dealt with appropriately.

11. No development shall commence until tree protection measures on the site during construction works and an Arboricultural Method Statement, including proposals for the regular future maintenance of the trees has been submitted to and approved in writing by the Local Planning Authority. Development shall proceed and the trees shall be protected and maintained in accordance with the approved Arboricultural Method Statement.

REASON:- To protect the health of the trees, which are important features in the amenity of the area.

INFORMATIVE:-

The following policies of the Development Plan were considered relevant to the determination of this application: Policies CO4 (Areas of Great Landscape Value), CO6 (Quality of New Development), ST1 (Sustainable Development), ST18 (Affordable Housing) and TR10 (Strategic Road Network and Roadside Service Areas) of the Devon Structure Plan 2001 to 2016 and Policies ENV3 (Development in Areas of Great Landscape Value), H4 (Residential Development within Defined Village Envelopes) and H11 (Housing Design) of the Teignbridge Local Plan. In addition, the decision to grant permission was taken having regard to all relevant material considerations, including consultations, representations and national planning policy guidance. The Development Control Committee resolved to grant planning permission because: the site lies within the development boundary for the village and would provide affordable housing to meet current identified needs of a good design and layout without significant detriment to the amenity of existing residential properties or the character and appearance of the area. This informative is only intended as a summary of the policy considerations relating to the proposal and the reasons for the grant of permission. For further details you can view the Committee report and minutes on the Council's website at www.teignbridge.gov.uk by following the links via Minutes, Agendas and Reports.

Dated: 24 November 2009

Service Lead – Planning

TEIGNBRIDGE DISTRICT COUNCIL - Notes

Building Regulations - The decision is not a decision under the Building Regulations and the applicant should ensure that all necessary approvals for the same proposal and same plans are obtained before commencing any work on the site.

Adherence to approved plans/conditions - Failure to adhere to the details of the approved plans or to comply with the conditions constitutes contravention of the Town and Country Planning Act, 1990 and enforcement action may be taken.

Where approval has been given subject to conditions, there will be a fee payable to discharge these conditions.

1. Appeal to the Secretary of State

General - Appeals can be made online via the appeals area of the Planning Portal at www.planningportal.gov.uk/pcs. Please also be aware that information provided as part of the appeal process will be published on the internet.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

Planning Applications

If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Planning Inspectorate under Section 78 of the Town and Country Planning Act, 1990.

If you wish to appeal against a decision of the Local Planning Authority to refuse planning permission for a householder application which was submitted on or after 6th April 2009, you must do so within 3 months of the date of this notice. If you wish to appeal against your local authority's decision on any other type of planning application then you must do so within 6 months of the date of this notice. Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planning.portal.gov.uk/pcs

The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under a development order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Listed Building Consent or Conservation Area Consent.

Appeals must be made in accordance with Section 20 of the Planning (Listed Building and Conservation Areas) Act, 1990 and within six months of receipt of the decision notice.

Advertisement Consent

Appeals must be made in accordance with Regulation 15 of the Town and Country Planning (Control of Advertisements) Regulations, 1992 and within 8 weeks of receipt of the decision notice. The Secretary of State shall not be required to entertain an appeal under this heading if it appears to him, having regard to the provision of the Advertisement Regulations, that consent for the display of advertisements in respect of which application was made could not have been granted by the Local Planning Authority, or could not have been granted otherwise than subject to the conditions imposed by them.

2. 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 render the land capable of a reasonably beneficial use by 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. The notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act, 1990.

3. Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 114 and related provisions of the Town and Country Planning Act 1990.

4. Disabled Persons

Where any planning permission hereby granted relates to buildings or premises to which the public are to be admitted (whether on payment or otherwise) or to premises in which persons are employed to work, your attention is drawn to Sections 4, 7 and 8a of the Chronically Sick and Disabled Persons Act, 1970 and to the British Standards Institutions Code of Practice for Access for the Disabled to Buildings.