

# Information for Applicants of New Residential Development – Guidance in respect of Policy R2, completion and signing of unilateral undertakings

*(Please note, signing instructions are on the last page of this guidance).*

## 1.0 INTRODUCTION

- 1.1 In the mid 1990's Salisbury District Council found, during the preparation of the Local Plan, evidence clearly identifying a particular need for outdoor recreation facilities, throughout the District. Therefore an appropriate policy was formulated in the plan to secure provision in connection with all new residential development through the proper legal channels whereby Applicants enter into planning obligations under Section 106 of the Town and Country Planning Act 1990. These agreements are also often referred to as 'Section 106 agreements, unilateral agreements or unilateral undertakings'. In this document they are referred to as unilateral undertakings. This policy has been carried forward into the latest version of the Local Plan and is known as Policy R2 (as set out in Appendix 1).
- 1.2 Salisbury District Council considers public open space important in improving the quality of life for residents of the District. The District Council's approach to the protection of existing public open space and the provision of new open space in association with residential development is set out in the Salisbury District Local Plan – Adopted June 2003
- 1.3 The policies contained in the Salisbury District Local Plan relate to all new residential development (ie. Proposals involving one or more dwellings). These policies are set out in Appendix 1. The definition of residential development is set out in section 2.0.
- 1.4 **Proposals for Accommodation for the Elderly and Those With Special Needs**  
The Council recognises that developments providing accommodation for the elderly and those with special needs may require less public open space. Policy R3 in the Salisbury District Local Plan refers to these types of development and is also reproduced in Appendix 1.

## 2.0 DEFINITION OF NEW RESIDENTIAL DEVELOPMENT

- 2.1 Planning applications for new residential development will be considered against the relevant Local Plan Policy. New residential development is defined as:
- all new dwellings, including developments proposed by Housing Associations; dwellings for the elderly and special needs; staff accommodation; agricultural dwellings; additional dwellings as a result of redevelopment; and the conversion of existing buildings to residential use.
- 2.2 Developments which do not require the provision of public open space are: replacement dwellings, extensions including granny annexes, temporary permissions for mobile homes.
- 2.3 Renewals of planning applications do not require further provision subject to provision having been initially provided for in the previous application. If this is the case the 'Owner' may need to sign into a further unilateral undertaking to ensure that the monies are transferred to the latter planning application.

## 3.0 RECREATIONAL OPEN SPACE

- 3.1 Recreational open space is defined by the National Playing Fields Association (NPFA) as:
- Space which is available for sport, active recreation or childrens' play, which is of a suitable size and nature for its intended purpose, and safely accessible and available to the general public.*
- 3.2 The production of the Salisbury District Local Plan has promoted Salisbury District Council to consider present recreation facilities in the District and the needs of future residents.

- 3.3 An appraisal of existing childrens' and adults' recreational facilities throughout the District has been undertaken. This survey has highlighted the fact that many settlements in the District have either no facilities, or cannot satisfy the minimum recreation standards put forward by the NPFA.
- 3.4 In addition, in the majority of settlements where facilities do exist, the quality of provision is poor. The District Council's Sport and Recreation Strategy also highlighted deficiencies in the type and range of recreational facilities available.
- 3.5 The purpose of the recreation policies is not to overcome existing deficiencies but to ensure that these deficiencies are not perpetuated. The policies adopt the minimum standard of recreation provision promoted by the NPFA.
- 3.6 Further development will inevitably place additional pressure on this type of infrastructure provision. In the same way as a developer may be asked to improve for example roads, or drainage, it is appropriate to request the provision of recreation facilities related to the development proposed.
- 3.7 The recreation requirements of the policies are translated into the amount of space, in terms of square metres, to be provided per number of bedrooms in each dwelling. These space requirements are based on the National Playing Fields Association standards incorporated in the Local Plan, and the maximum occupancy rates for each size of dwelling, in terms of number of bedrooms. These requirements are set out in Appendix 2.

#### **4.0 THE OPERATION OF RECREATION POLICIES**

- 4.1 Wherever possible, public open space should be provided within the development site. However, the scale of developments in Salisbury District is often such that functional public open space cannot be provided on site. In these situations, the provision of public open space in association with residential development will be at a location outside of the physical development site and a financial contribution (or planning obligation) towards off-site facilities will be appropriate. This generally applies to developments of less than 10 dwellings.
- 4.2 **Residential Developments of Less Than Ten Dwellings**  
Contributions will be used towards securing improved childrens' and adults' recreational facilities. A scale of contributions for developments of up to ten dwellings is attached. It has been produced on the basis that developments of this size will normally require the provision of equipment on an existing off-site facility.
- 4.3 The contribution consists of a capital sum, which is used to purchase new equipment or improve an existing facility, and a 5% administration charge.
- 4.4 **Developments of Ten or More Dwellings**  
Developments of 10 dwellings or more are likely to generate the need for all or part of the recreational open space requirement to be located on-site. In most cases, this will be an equipped childrens' play area, although on larger developments, a new adult facility may also be appropriate on site. As the detail will vary depending on the proposal, the scale of the contributions referred to above is not likely to be applicable and early discussion with the planning department is advisable. In accordance with Circular 16/91, provision should be made by the developer to maintain on site open space.

#### **5.0 PROCEDURE FOR PROPOSALS OF LESS THAN TEN DWELLINGS**

- 5.1 When the District Council receives a planning application for new residential development, it will advise the applicant of the relevant Local Plan Policy prior to the determination of the application. The applicant will be requested to enter into a unilateral undertaking to ensure the provision and, where appropriate, the maintenance of new recreational facilities. A unilateral undertaking is enclosed for your signature.

- 5.2 **Full Applications for Development: Receipt of Payment Prior to the Release of the Planning Permission**  
The Local Planning Authority will follow the above procedure. Payments to the District Council should be made prior to the release of the planning permission. If payment is not received within the 8 week statutory period, planning permission will be refused on this basis.
- Entering into a unilateral undertaking is a straightforward procedure. In the case of small development sites, where the provision of recreational facilities is the only issue, which requires the landowner to enter into such an agreement, the Local Planning Authority suggests that it is not always necessary for the applicant/owner to instruct a solicitor. If you have a query regarding this issue of your application or would like to discuss this matter further, please contact the Planning Department.
- 5.3 **Where the Contribution Is To Be Paid On The Commencement of Development**  
Where the applicant/owner wishes to delay the payment until the commencement of the development, title to the application site needs to be proved to the satisfaction of the Solicitor to the Council. This will usually require the applicant/owner to instruct a solicitor at their own expense. In addition, the Council's Solicitor's fees will be payable by the applicant/owner.
- 5.4 **Outline Applications**  
Where an application is submitted in outline, the applicant/owner will be requested to enter into a unilateral undertaking, although the details of the recreation policy requirements of the proposed development will not normally be known at this stage. The procedure set out in section 5.1 above will be followed. This is to ensure the relevant contribution is received when the application for Approval of Reserved Matters is submitted.
- 5.5 **Amendments To Planning Applications**  
Where an amendment is proposed to a planning application, for example, there is an increase in the number of residential units or the size of dwellings proposed, the level of contribution required may be altered in the line with the proposed amendment resulting in an increase (or decrease) in the contribution requested. This may also result in the applicant being asked to sign a further unilateral undertaking.
- 5.6 **Processing the Application**  
The Planning Officer will process the application. Where planning permission is to be granted, this will be subject to the completion of the unilateral undertaking and receipt of payment, where appropriate.
- 5.7 **Payments**  
Payments should be in the form of cheques, payable to Salisbury District Council, with the application reference number written on the reverse. Bank transfers or cash cannot be accepted. The Council will acknowledge receipt of the payment.
- 5.8. **Failure to Pay**  
If an applicant fails to provide payment within 6 weeks of registering planning permission there will be a high probability that planning permission will be refused on the grounds of non-payment.
- 5.8 **Refusal of Planning Permission**  
If planning permission for the residential property is refused, the cheque will be returned to the Applicant.
- 6.0 **PROCEDURE FOR PROPOSALS OF TEN OR MORE DWELLINGS (MAJOR DEVELOPMENTS)**  
6.1 As developments of this size are likely to generate on-site recreational requirements and infrastructure obligations, for example off-site highway improvements or education requirements, the District Council will not adopt the above procedure, but will enter into

negotiations with the Applicant on all aspects of provision required. Early consultation prior to the submission of a planning application is advised to ensure that negotiations are advanced at the time of submission. This will speed up the processing of the application and help to negate the possibility that planning permission is refused on these grounds.

## **7.0 IMPLEMENTATION**

The District Council will hold the contribution on behalf of the developer and relevant Parish Council or the Salisbury City Committee until an appropriate outdoor recreation scheme has been identified. Records for each parish council re be held separately and identify both the capital sums available to spend on new equipment, etc, and, where appropriate, the maintenance money to be used to maintain the new or improved facilities. The contribution will not be spent until the residential development has commenced.

The District Council will ensure that 'Best Value' is achieved for all equipment bought / projects implemented. All Parish councils when implementing a recreation scheme are required to submit to the District Council three like for like quotes for the works to be undertaken or equipment to be ordered. Generally the cheapest quote is chosen, if this is not to be the case, the Parish Council must have a valid reason for not choosing the cheapest quotation.

Payments will be held for a period of five years. If unused within that time the applicant can request the payment to be returned. This sum will be returned provided that there is no valid residential planning permission on the site. Alternatively if an ongoing recreational project has been identified by the Parish Council, R2 contributions may be retained for that purpose, but the Parish Council must have submitted quotes and costings to the District Council in order to secure these monies.

## **8.0 AMENITY OPEN SPACE**

8.1 In addition to recreational open space, the local plan policies seek the provision of amenity space within a development where appropriate. The provision of on-site amenity is important in providing "breathing spaces" in new development schemes and improving their visual appearance. Amenity land often has no functional recreation value due to its location and size, for example grass verges by roads, or service strips. These areas do however help break up development and result in a looser form of development. Financial contribution through in the form of further Planning Obligations will also be required for the future maintenance of the amenity open space.

## **9.0 FINANCIAL CONTRIBUTIONS 2007/2008**

### **DEVELOPMENTS OF LESS THAN 10 DWELLINGS**

<b>Size of Dwelling</b>	<b>Capital Contribution</b>
1 Bed	£811.65
2 Bed	£1274.70
3 Bed	£1736.70
4 Bed	£2143.05

All figures include a 5% administration charge.

For developments of more than 10 dwellings please contact your Development Control case officer on 01722 434541

## **APPENDIX ONE: LOCAL PLAN POLICIES**

### **Salisbury District Local Plan – Adopted June 2003**

#### **Policy R2**

*New residential development will be required to make provision for recreational open space (comprising facilities for communal outdoor sport and children's play) in accordance with standard of 2.43 hectares per 1000 population. Additional amenity open space (including landscape areas, public gardens and roadside verges) will be sought as appropriate.*

*The Local Planning Authority may consider reducing this requirement where developments comprise accommodation for those with special needs.*

*Further details of the District Council's open space requirements are contained in Appendix IV.*

#### **Policy R3**

*The open space requirement for new development providing accommodation for the elderly and those with special needs will be reduced to 0.8 hectare (2acres) per 1000 population. Additional amenity open space will be sought appropriate.*

*Development proposals for nursing will be required to provide on-site amenity space.*

In both cases the Local Planning Authority will seek a planning obligation with regard to the future occupancy of the dwellings.

## APPENDIX TWO: OPEN SPACE REQUIREMENTS

### 1 Bedroomed Dwelling

Childrens' Play Space	
Equipped –	6sq.m
Casual	8sq.m
Youth and Adult	36sq.m
<u>Total</u>	<u>50sq.m</u>

### 2 Bedroomed Dwelling

Childrens' Play Space	
Equipped –	9sq.m
Casual	12sq.m
Youth and Adult	54sq.m
<u>Total</u>	<u>84sq.m</u>

### 3 Bedroomed Dwelling

Childrens' Play Space	
Equipped –	12sq.m
Casual	16sq.m
Youth and Adult	72sq.m
<u>Total</u>	<u>100sq.m</u>

### 4 Bedroomed Dwelling

Childrens' Play Space	
Equipped –	15sq.m
Casual	20sq.m
Youth and Adult	90sq.m
<u>Total</u>	<u>125sq.m</u>

**APPENDIX THREE: INSTRUCTIONS FOR COMPLETING AND SIGNING UNILATERAL UNDERTAKINGS**

If the application is submitted by an individual, the signatories required for the unilateral undertaking are the applicant and a witness. However, if a *company* (PLC or LTD) or a *firm* (not a legal entity) submit an application the signatory procedure is different. Set out below is a guide to checking the undertaking including the correct names and addresses on it and as to how to sign it. The unilateral undertaking should be returned undated.

**1. INDIVIDUALS**

1.1 Completion of the Undertaking: The full names of all the individual owners and their address should appear on the front page after 'BY'. If the applicant is NOT the owner he cannot enter into this undertaking. The applicant should provide full details of the owners name and address for inclusion in the undertaking and arrange for him or her to sign it.

The same names should appear in the signature clause at the end of the undertaking after 'Signed as a deed by'

1.2 Signature: Each person should sign the undertaking on the last page to the right of where their name is printed. They should sign in the presence of an independent adult witness (ie not a family member) who should also sign and complete details of his or her name, address and occupation on the lines provided.

The signature clause will read:

SIGNED as a DEED by the said) XXXXXXXXX  
in the presence of)  
Witness signature.....  
Witness name.....  
Witness address.....  
Witness Occupation.....

**The Owner and the Witness should also sign the plan**

**2. COMPANIES**

2.1 Completion of the agreement:

2.1.1 Ensure the company name is correctly stated after 'BY' on the front page and at the end of the document including the word 'Limited' or 'PLC' as appropriate.

2.1.2 The company's registered office should be included as the address.

2.2 Signature -

2.2.1 *EITHER:* If the Company has a seal the undertaking should be sealed on the last page and the seal must be witnessed by two directors or one director and the secretary. The signature clause at the end of the document should read:

EXECUTED as a DEED and THE COMMON SEAL of xxxxxx LIMITED was affixed in the presence of: -

..... Director  
..... Director/Secretary

2.2.2 *OR* If the Company does not have a seal the undertaking should be signed by a director and the secretary or two directors. In this case the signature clause at the end of the document should read

EXECUTED AS A DEED by xxx PLC/LIMITED and signed by a director and a secretary or two directors: -

..... Director  
..... Director/Secretary

**The persons who sign the undertaking on behalf of the Company must also sign the plan**

*If the persons who sign are not on the headed notepaper, ask for confirmation that they are duly appointed directors or secretary.*

**Firms** (e.g. Bricks Builders or X's Hair salon) are not legal entities. The persons who carry on the business whether as individuals or partners should **all** be named in the agreement so it will read XXXXXXXX and XXXXXXXXXX trading as Bricks Builders. The signature clause and witnessing will be the same as for individuals. ***An undertaking completed in the name of a firm only without the individuals or partners names will not be accepted.***