

APP/18/00845 Former Oak Park School, Leigh Road, Havant

Variation of outstanding pre-commencement conditions 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 22, 23, 24 and 25 of planning permission APP/15/00303 (Havant Health and Well-Being Campus) by the addition of the words "With the exception of the minor access works and service yard shown on drawing no. 598-PL-103" at the beginning of the relevant pre-commencement conditions and removal of duplicated condition 16 to allow for early construction of minor access works and service yard

Comments – HBC Community Infrastructure Officer

CIL

There is a CIL Liability attaching to this development of £321,219.29 under APP/15/00303. This is currently payable in instalments upon commencement.

The CIL liable elements being housing and potentially the 'shop'. The residential CIL rate is not payable on extra care housing. CIL is not charged on nursing homes. Please note any accommodation regarded as sheltered housing is CIL liable. See Developer Contributions Guide: <http://www.havant.gov.uk/planning-and-environment/planning-policy/community-infrastructure-levy/developer-contributions-guide>.

CIL form 2 will be required to be completed and submitted by the developer prior to commencement to allow any mandatory social housing relief.

Phasing may be agreed with the applicant prior to the variation decision. More advice on phasing is given at Appendix A at the end of this document (and **if phasing is agreed a plan for this should be incorporated into the deed of variation to the S106***).

The phasing once agreed cannot be deviated from and the applicant should decide if phasing the development they may wish to consider any combination or amalgamation of the build below:

- Minor Access Works and Service Yard
- Nursing Home
- Supported Living Units
- Extra Care Units
- Hub

The applicant will need to provide figures stating the GIA of each aspect of the phased development. The total liability will be reduced once any mandatory social housing relief is agreed.

We would therefore encourage the applicant to discuss phasing further with the council.

S106

There is an existing S106 for this site dated 18 December 2015. See Appendix B for summary.

The applicant refers to the existing S106 at Chapter 4 of their 'Planning Supporting Statement' and indicates how the outstanding obligations will be met.

We can confirm there are a number of pre-commencement obligations that would need to be satisfied prior to commencement, these are identified in the column titled 'Pre' in Appendix B. The Reptile Translocation Obligation has been discharged and the Employment and Skills

Plans Obligations will be deemed discharged. The Case Officer will also need to check how the variation of conditions may interact with the S106 particularly in respect of Condition 3 which relates to SUDS and may wish to seek the opinion of the Councils Development Engineer.

***Ideally any agreed phasing plan should be incorporated in the S106 and a deed of variation agreed to accommodate this.**

Appendix A: Extracts from Planning Practice Guidance – CIL (14/09/2018)

<https://www.gov.uk/guidance/community-infrastructure-levy>

Where a planning permission is phased, each phase of the development is treated as if it were a separate chargeable development for levy purposes (see [regulation 8\(3A\) as amended by 2014 Regulations](#)). This may apply to schemes which have full planning permission as well as to outline permissions. For further details, see [‘When does a charging schedule come into effect?’](#) and [‘Is there another way to allow phased payments?’](#).

Is there another way to allow phased payments?

Where the planning authority is willing to accept it, a planning application can be subdivided into ‘phases’ for the purposes of the levy (see [‘How does the levy relate to planning permission?’](#)) This is expected to be especially useful for large scale, locally planned development, which is an essential element of increasing housing supply.

Large scale developments which are delivered over a number of years face particular issues in relation to cashflow and the delivery of on-site infrastructure. The regulations allow for both detailed and outline permissions (and therefore ‘hybrid’ permissions as well) to be treated as phased developments for the purposes of the levy. This means that each phase would be a separate chargeable development and therefore liable for payment in line with any instalment policy that may be in force.

The principle of phased delivery must be apparent from the planning permission. Local authorities should work positively with developers to allow such developments to be delivered in phases.

Appendix B

S106 Covenants							
Type	Clause#	Trigger	Pre	Fin/Dem	Review Date	Due Date	Discharged
Affordable Housing Onsite provi	S2 C1 1.1 - 0 1.1.14						
Car Parking Management	S1 C11 0 11.2-11.4						
Car Parking Management Plan	S1 C11 11.1 0						
Employment and Skills Plans	S1 C8 8.1 0		✓				
Employment and Skills Plans	S1 C8 8.2 0		✓				
Management and Maintenance	S1 S3 3.1 0		✓				
Management Company	S1 C3.2 3.2.10						
Management Plan	S1 C3.2 3.2.20						
Management Plan	S1 C4.1 4.1 0						
Management Plan	S1 C4 4.2 0						
Monitoring/Administration Fee	S1 C12 12.1 0 & 12.2		✓	✓			
Notice	S1 C1 1.1 0 1.1.2						
Notice	S1 C1 1.1 0 1.1.3						
Notice	S1 C1 1.1 0 1.1.4						
Reptile Translocation	S1 C6 6.1 0		✓				22/05/2017
Solent Recreation Mitigation Pro	S1 C7 7.1 0			✓			
SUDS	S1 C5 5.1 0		✓				
SUDS	S1 C5 5.2 0						
SUDS	S1 C5 5.3 0						
SUDS	S1 C5 5.4 0						
Traffic Regulation Order	S1 C9 9.1 0			✓			
Travel Plan Approval Fee	S1 C10 10.1 0		✓	✓			
Travel Plan Bond	Travel Plan 0 Bond			✓			
Travel Plan Monitoring Fee	S1 C10 0 10.1.7			✓			
Travel Plan Review	S1 C10 0 10.1.2-10.1.5						