



PLANNING COMMITTEE

DATE: Tuesday, 12 March 2019
TIME: 6.00 pm
VENUE: Council Chamber, Council Offices,
Thorpe Road, Weeley, CO16 9AJ.

MEMBERSHIP:

Councillor White (Chairman)
Councillor Heaney (Vice Chairman)
Councillor Alexander
Councillor Baker
Councillor Bennison
Councillor MBrown

Councillor Cawthron
Councillor Everett
Councillor Fowler
Councillor Hones
Councillor McWilliams

Most Council meetings are open to the public and press.

Agendas and Minutes are published on the Council's website www.tendringdc.gov.uk. Agendas are available to view five working days prior to the meeting date and the Council aims to publish Minutes within five working days of the meeting.

Meeting papers can be provided, on request, in large print, in Braille, or on disc, tape, or in other languages.

For further details and general enquiries about this meeting, contact Charlotte Cooper on 01255 686007.

DATE OF PUBLICATION: Tuesday, 5 March 2019

AGENDA

1 **Apologies for Absence and Substitutions**

The Committee is asked to note any apologies for absence and substitutions received from Members.

2 **Minutes of the Last Meeting (Pages 1 - 4)**

To confirm and sign as a correct record, the minutes of the meeting of the Committee, held on 12 February 2019.

3 **Declarations of Interest**

Councillors are invited to declare any Disclosable Pecuniary Interests or Personal Interest, and the nature of it, in relation to any item on the agenda.

4 **Questions on Notice pursuant to Council Procedure Rule 37**

Subject to providing two working days' notice, a Member of the Committee may ask the Chairman of the Committee a question on any matter in relation to which the Council has powers or duties which affect the Tendring District **and** which falls within the terms of reference of the Committee.

5 **A.1 - 17/01229/OUT - Land Adjacent and to the Rear of 755 and 757 St Johns Road, Clacton On Sea, CO16 8BJ (Pages 5 - 46)**

Outline application (all matters reserved except means of access) for the redevelopment (including demolition) of the site for up to 950 residential units (including affordable housing) with a new Neighbourhood Centre comprising a local healthcare facility of up to 1500sqm NIA and up to 700sqm GFA for use classes A1 (shops), A3 (food and drink) and/or D1 (community centre); a 2.1ha site for a new primary school; and associated roads, open space, drainage, landscaping and other associated infrastructure.

6 **A.2 - 16/00671/FUL & 16/00656/FUL - St Osyth Priory, St Osyth, Clacton On Sea, CO16 8NZ (Pages 47 - 312)**

Submission of business strategy in accordance with paragraph 4.3 of Part 1 to Schedule 1 of the S106 agreement dated 14th March 2018

7 **A.3 - 19/00060/FUL - The Newspaper Kiosk, Top of the Pier Garden, Marine Parade East, Clacton on Sea, CO15 1PS (Pages 313 - 318)**

Storage shed to the rear of the kiosk and a ramp.

8 **Exclusion of Press and Public**

The Committee is asked to consider the following resolution:

“That under section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of Agenda Item 9 on the grounds that it involves the likely disclosure of exempt information as defined in the relevant paragraphs of Part 1 of Schedule 12A, as amended, of the Act.”

9 B.1 - 17/02162/OUT - Land South of Thorpe Road, Weeley, CO16 9AJ (Pages 319 - 324)

Outline planning application with all matters reserved, except for access, for 280 dwellings, a 2 Form of Entry primary school, 56 place early years nursery, up to 3000 sqm of office (B1) buildings on 1 hectare and associated ancillary buildings, drainage systems, boundary treatments and hard surfacing as well as public open space, vehicular access from Thorpe Road a pedestrian footbridge and the closure of existing level crossing and formal diversion of public footpath No 5 - Weeley, over the new railway bridge.

Date of the Next Scheduled Meeting

The next scheduled meeting of the Planning Committee is to be held in the Council Chamber, Council Offices, Thorpe Road, Weeley, CO16 9AJ at 6.00 pm on Tuesday, 9 April 2019.

Information for Visitors

FIRE EVACUATION PROCEDURE

There is no alarm test scheduled for this meeting. In the event of an alarm sounding, please calmly make your way out of any of the fire exits in the hall and follow the exit signs out of the building.

Please heed the instructions given by any member of staff and they will assist you in leaving the building and direct you to the assembly point.

Please do not re-enter the building until you are advised it is safe to do so by the relevant member of staff. Your calmness and assistance is greatly appreciated.

PUBLIC ATTENDANCE AT PLANNING COMMITTEE MEETINGS

Welcome to this evening's meeting of Tendring District Council's Planning Committee. This is an open meeting which members of the public can attend to see Councillors debating and transacting the business of the Council. However, please be aware that, unless you have registered to speak under the Public Speaking Scheme, members of the public are not entitled to make any comment or take part in the meeting. You are also asked to behave in a respectful manner at all times during these meetings.

Members of the public do have the right to film or record Committee meetings subject to the provisions set out below:-

Rights of members of the public to film and record meetings

Under The Openness of Local Government Bodies Regulations 2014, any person is permitted to film or record any meeting of the Council, a Committee, Sub-Committee or the Cabinet, unless the public have been excluded from the meeting for the consideration of exempt or confidential business.

Members of the public also have the right to report meetings using social media (including blogging or tweeting). The Council will provide reasonable facilities to facilitate reporting.

Public Behaviour

Any person exercising the rights set out above must not disrupt proceedings. Examples of what will be regarded as disruptive, include, but are not limited to:

- (1) Moving outside the area designated for the public;
- (2) Making excessive noise;
- (3) Intrusive lighting/flash; or
- (4) Asking a Councillor to repeat a statement.

In addition, members of the public or the public gallery should **not** be filmed as this could infringe on an individual's right to privacy, if their prior permission has not been obtained.

Any person considered being disruptive or filming the public will be requested to cease doing so by the Chairman of the meeting and may be asked to leave the meeting. A refusal by the member of the public concerned will lead to the Police being called to intervene.

Tendring District Council



PLANNING COMMITTEE MEETINGS PUBLIC SPEAKING SCHEME May 2017

This Public Speaking Scheme is made pursuant to Council Procedure Rule 38 and gives the opportunity for a member of the public and other parties identified below to speak to Tendring District Council's Planning Committee when they are deciding a planning application.

TO WHICH MEETINGS DOES THIS SCHEME APPLY?

Usually any public meeting of the Council's Planning Committee, which are normally held every 4 weeks in the Council Chamber at the Council Offices, Thorpe Road, Weeley CO16 9AJ beginning at 6.00 pm. In some instances, the Planning Committee may be held at the Town Hall, Station Road, Clacton-on-Sea CO15 1SE and the public are encouraged to check the venue on the Council's Website before attending.

WHO CAN SPEAK & TIME PERMITTED? All speakers must be aged 18 or over:

1. One member of the public who wishes to comment on or to speak in favour of the application or someone who produces a signed, written authority to speak on their behalf. A maximum of 3 minutes is allowed;
2. One member of the public who wishes to comment on or speak against the application or someone who produces a signed, written authority to speak on their behalf. A maximum of 3 minutes is allowed;
3. Where the proposed development is in the area of a Parish or Town Council, one Parish or Town Council representative. A maximum of 3 minutes is allowed;
4. All District Councillors for the ward where the development is situated ("ward member") or (if the ward member is unable to attend the meeting) a District Councillor appointed in writing by the ward member. Member(s) of adjacent wards or wards impacted by the proposed development may also speak with the agreement of the Chairman. Permission for District Councillors to speak is subject to the Council's Code of Conduct and the declarations of interest provisions will apply. A maximum of 5 minutes is allowed;
5. In accordance, with Council Procedure Rule 34.1, this Public Speaking Scheme takes precedence and no other Member shall be entitled to address or speak to the Planning Committee under Rule 34.1;
6. The applicant, his agent or representative; or (where applicable) one person the subject of the potential enforcement action or directly affected by the potential confirmation of a tree preservation order, his agent or representative. A maximum of 3 minutes is allowed; and

7. A member of the Council's Cabinet may also be permitted to speak on any application but only if the proposed development has a direct impact on the portfolio for which the Cabinet member is responsible. The Leader of the Council must approve the Cabinet Member making representations to the Planning Committee. A maximum of 3 minutes is allowed.

Any one speaking as a Parish/Town Council representative maybe requested to produce written evidence of their authority to do so, by the District Council's Committee Services Officer (CSO). This evidence may be an official Minute, copy of standing orders (or equivalent) or a signed letter from the Clerk to the Parish/Town Council and must be shown to the DSO before the beginning of the Planning Committee meeting concerned.

No speaker, (with the exception of Ward Members, who are limited to 5 minutes) may speak for more than 3 minutes on any agenda items associated with applications (such as a planning application and an associated listed building consent application). Speakers may not be questioned at the meeting, nor can any public speaker question other speakers, Councillors or Officers. Speakers are not permitted to introduce any photograph, drawing or written material, including slide or other presentations, as part of their public speaking.

All Committee meetings of Tendring District Council are chaired by the Chairman or Vice-Chairman (in their absence) whose responsibility is to preside over meetings of the Council so that its business can be carried out efficiently and with regard to the rights of Councillors and the interests of the community. The Chairman of the Planning Committee therefore, has authority to use their discretion when applying the Public Speaking Scheme to comply with this duty.

WHICH MATTERS ARE COVERED BY THIS SCHEME?

Applications for planning permission, reserved matters approval, listed building consent, conservation area consent, advertisement consent, hazardous substances consent, proposed or potential enforcement action and the proposed or potential confirmation of any tree preservation order, where these are the subject of public reports to the Planning Committee meeting.

HOW CAN I FIND OUT WHEN A MATTER WILL BE CONSIDERED?

In addition to the publication of agendas with written reports, the dates and times of the Planning Committee meetings are shown on the Council's website. It should be noted that some applications may be withdrawn by the applicant at short notice and others may be deferred because of new information or for procedural reasons. This means that deferral takes place shortly before or during the Planning Committee meeting and you will not be able to speak at that meeting, but will be able to do so at the meeting when the application is next considered by the Planning Committee.

DO I HAVE TO ATTEND THE PLANNING COMMITTEE MEETING TO MAKE THE COMMITTEE AWARE OF MY VIEWS?

No. If you have made written representations, their substance will be taken into account and the Committee report, which is available to all Planning Committee Councillors, will contain a summary of the representations received.

HOW DO I ARRANGE TO SPEAK AT THE MEETING?

You can:-

Telephone the Committee Services Officer ("CSO") (01255 686585) during normal working hours on any weekday after the reports and agenda have been published,

OR

On the day of the Planning Committee meeting, you can arrive in the Council Chamber at least 15 minutes before the beginning of the meeting (meetings normally begin at 6.00pm) and speak to the DSO.

If more than one person wants to speak who is eligible under a particular category (e.g. a member of the public within the description set out in numbered paragraph 1 above), the right to speak under that category will be on a “first come, first served” basis.

Indicating to the Chairman at a site visit that you wish to speak on an item is NOT formal notification or registration to speak; this must be made via the Committee Services Officer in the manner set out above.

WHAT WILL HAPPEN WHEN THE MATTER CONCERNED IS CONSIDERED?

- Planning Officer presents officer report
- Public speaking takes place in the order set out above under the heading “WHO CAN SPEAK?”
- Officer(s) may respond on factual issues arising from public speaking and may sum up the key policies and material planning considerations relevant to the application
- Committee Members may ask Officers relevant questions and may move, debate and vote

Normally, the Committee then determines the matter, but sometimes the Councillors decide to defer determination, to allow officers to seek further information about a particular planning issue. If a matter is deferred after the public speaking, the Committee will not hear public speaking for a second time, unless there has been a substantial change in the application which requires representations to be made. The Executive Summary section of the Planning Committee Report will identify whether public speaking is going to be permitted on an application being reconsidered after deferral. If there is an update since the Report was published, the Council’s website will confirm this information.

WHAT SHOULD I SAY AT THE MEETING?

Please be straightforward and concise and try to keep your comments to planning matters which are directly relevant to the application or matter concerned. Planning matters may include things such as planning policy, previous decisions of the Council on the same site or in similar circumstances, design, appearance, layout, effects on amenity, overlooking, loss of light, overshadowing, loss of privacy, noise or smell nuisance, impact on trees, listed buildings or highway safety.

Matters such as the following are not relevant planning matters, namely the effect of the development on property value(s), loss of view, personality or motive of the applicant, covenants, private rights or easements and boundary or access disputes.

Please be courteous and do not make personal remarks. You may wish to come to the meeting with a written statement of exactly what you want to say or read out, having checked beforehand that it will not overrun the 3 minutes allowed.

WHO DO I CONTACT FOR MORE INFORMATION?

The Council's website will help you and you can also contact the relevant planning Case Officer for the matter. The name of the Officer is on the acknowledgement of the application or in the correspondence we have sent you.

Tendring District Council, Planning Services, Council Offices, Thorpe Road, Weeley,
CLACTON-ON-SEA, Essex CO16 9AJ Tel: 01255 686161 Fax: 01255 686417
Email: planningservices@tendringdc.gov.uk Web: www.tendringdc.gov.uk

It always helps to save time if you can quote the planning application reference number.

**Monitoring Officer
Tendring District Council
in consultation with Head of Planning and
Chairman of the Planning Committee
(Council Procedure Rule 38)
May 2017**

**MINUTES OF THE MEETING OF THE PLANNING COMMITTEE,
HELD ON TUESDAY 12 FEBRUARY 2019 AT 6.00 PM,
IN THE COUNCIL CHAMBER, COUNCIL OFFICES, THORPE ROAD, WEELEY**

Present:	Councillors White (Chairman), Heaney (Vice-Chairman) (except minute 105), Alexander, Baker, Bennison, M Brown, Cawthron, Everett, Fowler (except minute 106), Hones and McWilliams
Also Present:	Councillors I Henderson (except minute 107), J Henderson (except minute 107) and Nicholls
In Attendance:	Cath Bicknell (Head of Planning), Graham Nourse (Planning Manager), Charlotte Parker (Solicitor (Property, Planning and Governance)), Susanne Chapman-Ennos (Planning Team Leader) (except minutes 106 - 107) and Katie Sullivan (Committee Services Officer)

101. APOLOGIES FOR ABSENCE AND SUBSTITUTIONS

There were none.

102. MINUTES OF THE LAST MEETING

The minutes of the last meeting of the Committee, held on 15 January 2019, were approved as a correct record and signed by the Chairman.

103. DECLARATIONS OF INTEREST

Councillor Heaney, in relation to Planning Application 18/01307/DETAIL, declared that she was pre-determined, and that therefore she would withdraw from the meeting at the appropriate time whilst the Committee deliberated on the application and reached its decision.

Councillor Fowler, in relation to Planning Application 18/02001/FUL, declared a Personal Interest insofar as the Applicants were known to her, and that therefore she would withdraw from the meeting at the appropriate time whilst the Committee deliberated on the Application and reached its decision.

Councillor Nicholls, present in the public gallery, declared an interest in relation to Planning Application 18/01307/DETAIL by virtue of the fact that he was a local Ward Member.

104. QUESTIONS ON NOTICE PURSUANT TO COUNCIL PROCEDURE RULE 37

There were none.

105. A.1 - PLANNING APPLICATION - 18/01307/DETAIL - LAND TO THE EAST OF TYE ROAD, ELMSTEAD, CO7 7BB

Councillor Heaney, in relation to Planning Application 18/01307/DETAIL, had earlier declared that she was pre-determined, therefore she withdrew from the meeting whilst the Committee deliberated on the application and reached its decision.

Councillor Nicholls, present in the public gallery, had earlier declared an interest in relation to Planning Application 18/01307/DETAIL by virtue of the fact that he was a local Ward Member.

It was reported that this Application had been referred to the Committee as at the time the related Outline Application had been determined a request had been made by Members for all reserved matters applications to be submitted to the Committee for its determination.

Members recalled that Planning Application 16/00219/OUT had sought consent for the erection of up to 32 dwellings, land for a community facility and associated parking and infrastructure. That Application had been granted at Appeal in April 2017, with all matters of detail reserved. Planning Application 17/00927/DETAIL had been granted consent for the reserved matters in relation to access only by the Committee in March 2018.

The Planning Application that was now before Members sought consent for the remaining reserved matters: appearance, landscaping, layout and scale.

The Committee had before it the published Officer report containing the key planning issues, relevant planning policies, planning history, any response from consultees, written representations received and a recommendation of approval.

At the meeting, an oral presentation was made by the Council's Planning Team Leader (SC-E) in respect of the application.

An update sheet had been circulated to the Committee prior to the meeting with details of amendments to the Officer Report.

Parish Councillor Nick Bell, representing Elmstead Parish Council, spoke against the application.

Councillor Nicholls, a local Ward Member, spoke against the application.

Following discussion by the Committee and advice provided by Officers, it was moved by Councillor Baker, seconded by Councillor Bennison and **RESOLVED** that consideration of this application be deferred in order for written legal advice to be sought in respect of (1) the need for a Habitats Regulation Assessment and (2) the impact that would have on the Recreational Disturbance Avoidance and Mitigation Strategy contribution requested by Natural England, if any.

Members requested that this Application be brought back to the Committee for its consideration of those two issues only following the aforementioned legal advice being made available to them.

106. A.2 - PLANNING APPLICATION - 18/02001/FUL - 34 LOW ROAD, DOVERCOURT, HARWICH, CO12 3TS

Councillor Fowler, in relation to Planning Application 18/02001/FUL, had earlier declared a Personal Interest insofar as the Applicants were known to her, therefore she withdrew from the meeting whilst the Committee deliberated on the Application and reached its decision.

It was reported that this Application had been referred to the Planning Committee as the Applicants were Ivan Henderson who was a County and District Councillor and Jo Henderson who was a District Councillor.

Members were aware that this Planning Application was a resubmission of a previous scheme that had been refused by the Committee on 21 November 2018 under Planning Application 18/01693/FUL due to it being contrary to Saved Policy HG14.

It was reported that planning permission would not normally be required for an extension of the proposed size, however, permitted development rights for enlargements had been removed on the original planning permission for the house under condition 12 of planning permission 07/01455/FUL and therefore an Application was required.

The Committee had before it the published Officer report containing the key planning issues, relevant planning policies, planning history, any response from consultees, written representations received and a recommendation of approval.

At the meeting, an oral presentation was made by the Council's Planning Manager (GN) in respect of the application.

Sharon Wotton, a local resident, spoke against the application.

Following discussion by the Committee, it was moved by Councillor McWilliams, seconded by Councillor Hones and **RESOLVED** that the Head of Planning (or equivalent authorised officer) be authorised to grant planning permission for the development, subject to the following conditions:

1. Time Limit.
2. Approved Plans.

107. A.3 - PLANNING APPLICATION - 18/01869/FUL - OAKLEY COTTAGE, PESTHOUSE LANE, GREAT OAKLEY, HARWICH, CO12 5BB

It was reported that this application had been referred to the Planning Committee as the applicant was a Tendring District Council employee.

The Committee had before it the published Officer report containing the key planning issues, relevant planning policies, planning history, any response from consultees, written representations received and a recommendation of approval.

At the meeting, an oral presentation was made by the Council's Planning Manager (GN) in respect of the application.

Following discussion by the Committee, it was moved by Councillor Alexander, seconded by Councillor Baker and **RESOLVED**

(a) that the Head of Planning (or equivalent authorised officer) be authorised to grant planning permission for the development, subject to the following conditions:-

1. Time Limit.

2. Approved Plans.

3. Ancillary Use to Oakley Cottage, Pesthouse Lane, Great Oakley.

(b) that an informative be sent to the applicant requesting that all mains services are supplied from main dwelling.

The meeting was declared closed at 7.38 pm

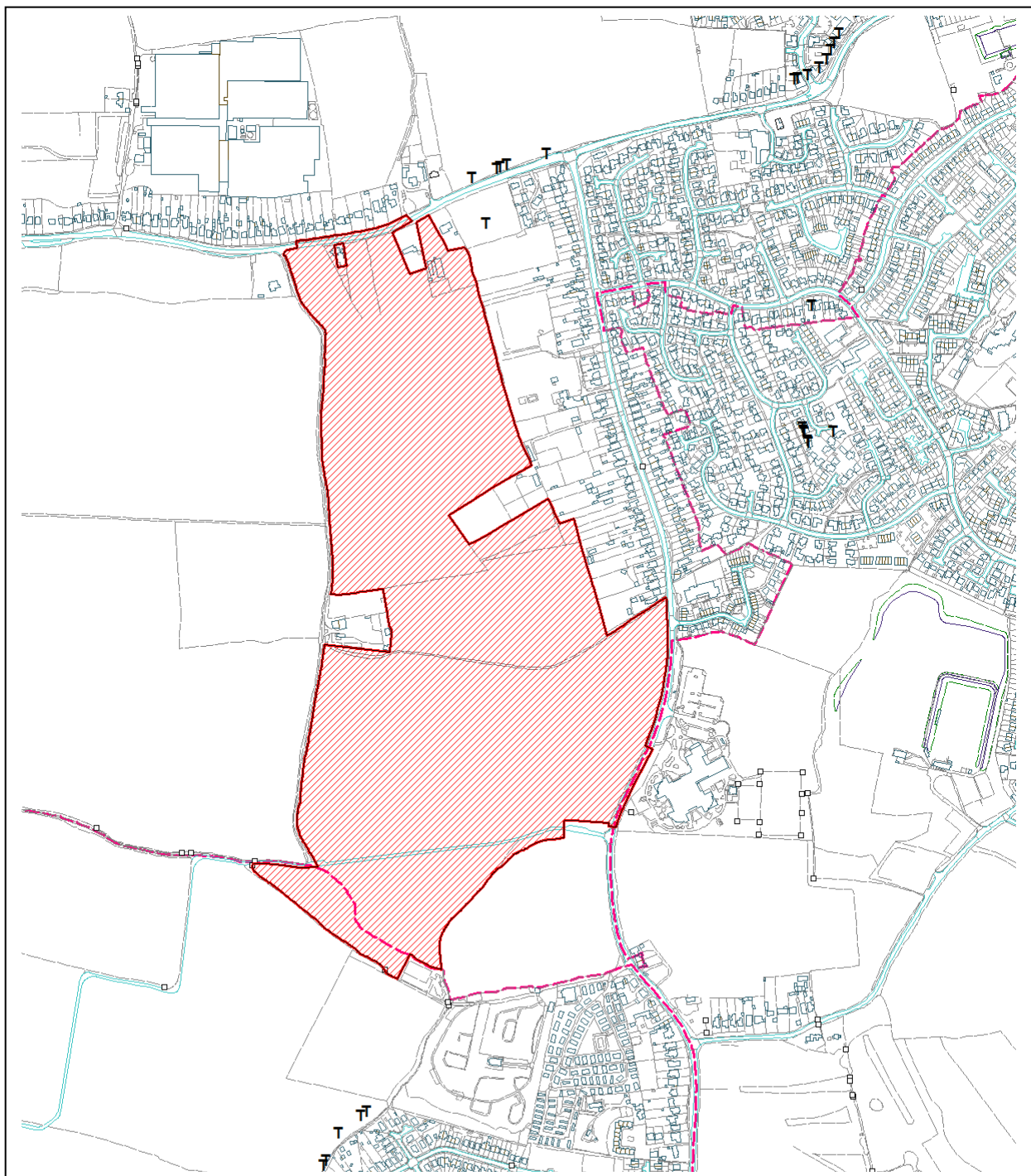
Chairman

PLANNING COMMITTEE

12TH MARCH 2019

REPORT OF THE HEAD OF PLANNING

A.1 PLANNING APPLICATIONS - 17/01229/OUT - LAND ADJACENT AND TO THE REAR OF 755 AND 757 ST JOHNS ROAD, CLACTON ON SEA, CO16 8BJ



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Application:	17/01229/OUT	Town / Parish: Clacton (un-parished)
Applicant:	Persimmon Homes Essex and Messrs M & I Low, K Francis and S & A Duncan	
Address:	Land adjacent and to the rear of 755 and 757 St Johns Road Clacton On Sea CO16 8BJ	
Development:	Outline application (all matters reserved except means of access) for the redevelopment (including demolition) of the site for up to 950 residential units (including affordable housing) with a new Neighbourhood Centre comprising a local healthcare facility of up to 1500sqm NIA and up to 700sqm GFA for use classes A1 (shops), A3 (food and drink) and/or D1 (community centre); a 2.1ha site for a new primary school; and associated roads, open space, drainage, landscaping and other associated infrastructure.	

On 30th May 2018, the Planning Committee resolved to grant outline planning permission for this major development at Rouses Farm, Clacton - subject to the completion of a section 106 legal agreement and a series of planning conditions, including those recommended by Essex County Council in its capacity as the Highway Authority. On 21st August 2018, the Committee resolved to agree some amendments to the planning conditions controlling the phasing of highway works and off-site highway improvements following the revised recommendations of the Highway Authority.

On 13th November 2018, the Committee agreed a three-month extension of time to 1st March 2019 to enable further negotiation on economic viability and a number of legal drafting matters. Unfortunately, it has not been possible to finalise the s106 agreement within the extended time period as the landowners and developers still have unresolved concerns about economic viability, citing concerns over Brexit and rising build costs.

It is Council policy to seek 30% affordable housing on large development sites in line with Policy LP5 of the emerging Local Plan – but where there is genuine evidence to question the viability of a development, a lower level of affordable housing can be negotiated and agreed. Viability consultants have already provided independent advice on the viability of the development and what a justifiable level of affordable housing could be, however the landowners and developers have asked that this be re-examined in light of their particular concerns. There also remain a number of legal points within the s106 agreement that remain the subject of negotiation.

The Rouses Farm site is allocated for major residential and mixed-use development in the emerging Local Plan and the Council currently relies on this site within its five-year housing supply calculations. Officers therefore request a further three months to 1st May 2019 to allow the negotiations on viability to be resolved and for the completion of the s106 agreement to take place.

To assist the Committee, the original report to the Planning Committee on 30th May 2018 is replicated below with any relevant updates from the 21st August 2018 and proposed revisions to the current resolution indicated in bold and in [square brackets].

1. Executive Summary

- 1.1 The application site known as 'Rouses Farm' comprises 42 hectares of predominantly agricultural land on the western side of Clacton on Sea and north of Jaywick. This land is allocated for a major residential and mixed-use development in the Council's emerging Local Plan and outline planning permission is now being sought for up to 950 residential units; a new Neighbourhood Centre comprising a local healthcare facility and units for shops, food and drink and/or a community centre; a 2.1ha site for a new primary school; and associated roads, open space, drainage, landscaping and other associated infrastructure.
- 1.2 The site lies outside of the settlement development boundary for Clacton within the adopted Local Plan but in the emerging Local Plan it is specifically allocated through Policy SAMU4 for a mix of residential development, community facilities and public open space. The emerging plan has now reached an advanced stage of the plan-making process, the Rouses Farm development is the subject of very few unresolved objections and the Council relies on this site to boost the supply of housing in line with government planning policy and to maintain a five-year supply of deliverable housing land. It is therefore considered that the allocation of this land for residential and mixed use development in the emerging Local Plan should carry considerable weight in the decision making process. Officers have therefore worked positively with the applicants to resolve all technical planning issues with a view to bringing the application to the Planning Committee with a recommendation of approval.
- 1.3 This is an application for outline planning permission with all matters reserved with the exception of access. Other matters including appearance, landscaping, layout and scale are reserved for approval at a later date and therefore this application seeks only to establish the principle of residential and mixed-use development of the site and the arrangements for access. The applicant has provided details of how they propose to access the site off St. John's Road and Jaywick Lane and the Highway Authority, having modelled the impacts of this development on the highway network as part of the Local Plan process, has no objections in principle to the proposed arrangements, subject to conditions requiring the approval of further details and certain off-site highway improvements **[as revised]**.
- 1.4 Due to the large scale and potential impacts of the development, planning regulations require the preparation of an Environmental Statement. The applicant's Environmental Statement contains a thorough assessment of the following matters: landscape & visual; ecology and nature conservation; archaeology and cultural heritage; transport & access; air quality; noise & vibration; soils and agriculture; hydrology, flood risk & drainage; ground conditions and contamination; and socio-economics. All in all the Environmental Statement concludes that no significant adverse or cumulative effects on the environment have been identified during the construction and operational phases of the proposed development. Natural England, Historic England and the Environment Agency are the key consultees for development requiring an Environmental Statement and their comments have all been taken into account and addressed as appropriate through the determination of this application.
- 1.5 The application is the subject of just four local objections raising general concerns about the impact of the development in this location. They have all been considered in this report and are addressed accordingly.
- 1.6 Officers are content that subject to the imposition of reasonable planning conditions and s106 planning obligations that the general principle of this level of development on the site is acceptable. It is in keeping with both the site's location on the edge of the town and along with the need to facilitate on site strategic landscaping, open space and the retention of existing landscape features. Furthermore, the proposal would ensure that the living conditions of existing and future residents would be protected from any materially detrimental impacts whilst significantly boosting housing supply within the district in line with the Council's own emerging Local Plan.

- 1.7 The recommendation is therefore to approve outline planning permission subject to the completion of a legal obligation under Section 106 of the Town and Country Planning Act 1990 and a number of controlling conditions. The applicant is keen to progress with the development and has already drafted a s106 legal agreement to secure all of the relevant requirements and this is being scrutinised by the Council's lawyers. The applicant has also prepared a viability assessment for the development which is being tested by independent valuers to determine the level of s106 contributions the development can afford. **[Independent viability testing has now proven that the development is viable, albeit only with a reduction in affordable housing – the level of which remains a matter of dispute between the landowners and developers and the independent viability consultants].**

Recommendation: That the Head of Planning is authorised to grant outline planning permission for the development subject to:-

- a) Within 6 (six) months of the date of the Committee's resolution to approve **[to be revised to 'no later than 1st May 2019]**, the completion of a legal agreement under the provisions of section 106 of the Town and Country Planning Act 1990 dealing with the following matters (where relevant and subject to the completion of viability testing):
- On-site Council Housing/Affordable Housing (the quantum and tenure to be agreed by the Head of Planning following the satisfactory completion of viability testing);
 - Provision of land on-site for a new healthcare facility together with a financial contribution towards its provision. [In the event that the land is not required, the financial contribution will be spent on health facilities elsewhere (to be determined by the NHS);
 - Transfer of new open space, including proposed equipped play areas to the Council or a management company;
 - Land for a new primary school and early years and childcare facility on site with financial contributions towards the provision of those facilities;
 - Financial contributions to create additional secondary school places;
 - New neighbourhood centre; and
 - Financial contributions towards off-site ecological mitigation.
[Also the routing of bus services through the development – as advised on the 30th May 2018 update sheet]
- b) Planning conditions in accordance with those set out in (i) below (but with such amendments and additions, if any, to the detailed wording thereof as the Head of Planning (or the equivalent authorised officer) in their discretion considers appropriate).
- (i) Conditions:**
1. Standard 3 year time limit for submission of first reserved matters application (which can thereafter be submitted in phases to reflect the phasing of the development).
 2. Standard 2 year limit for commencement of development following approval of reserved matters.
 3. Details of appearance, layout, scale and landscaping (the reserved matters).
 4. Layout and phasing plan/programme.
 5. Compliance with approved access plans.
 6. Development to be in accordance with the approved parameters plans.
 7. Development to contain up to (but no more than) 950 dwellings and quantum of non-residential development specified.
 8. Highways conditions (as recommended by the Highway Authority) relating to:
 - detailed junction arrangements on St. Johns Rd and Jaywick Lane;

- cycleway/footway across St. Johns Rd and Jaywick Lane frontages;
- bus services to be routed through the development;
- residential travel plans;
- improvements at existing St. John's Rd/Jaywick Lane junction;
- signals at the Bockings Elm junction of St. John's Rd and Cloes Lane;
- improvements to St. Johns Rd/Peter Bruff Avenue junction;
- improvements at St. John's roundabout;
- road safety assessments to be completed for all the above measures;
- no discharge of surface water onto the highway;
- wheel cleaning facilities; and
- car parking spaces and garages.

[The Highway Authority's recommended conditions are revised to cover:

- **The need for a construction management plan;**
- **The new junction onto St. John's Road – to be delivered prior to first occupation of Phase 1;**
- **The new junction onto Jaywick Lane – to be delivered prior to occupation of phase 2A, 3 or 4;**
- **The completion of the St. John's Road to Jaywick Lane link road – to be completed prior to occupation of phase 3 or 4;**
- **The completion of a cycleway/footway along Jaywick Lane frontage prior to phase SA, 3 or 4;**
- **Improvements to St. John's Road/Jaywick Lane and St. Johns Road/Cloes Lane junctions – to be delivered prior to occupation of 250 dwellings;**
- **Improvements to St. Johns Road/Peter Bruff Avenue junction and the St. John's Roundabout – to be delivered prior to occupation of 500 dwellings;**
- **Improvements to existing bus stops in St. John's Road and provision of pedestrian access to those stops;**
- **Provision of a high quality bus service through the development via the link road or £500,000 contribution towards its delivery (as being secured the s106 agreement);**
- **Provision of a pedestrian link between the proposed primary school and neighbourhood centre in advance of the link road being completed; and**
- **Residential travel plan and residential travel pack.]**

9. Construction methods statement.

10. Surface water drainage scheme and management arrangements.

11. Foul water drainage strategy.

12. Archaeological assessment/trial trenching.

13. Contaminated land investigation and remediation.

14. Piling restrictions.

15. Details of levels, lighting, boundary treatments, materials and refuse storage/collection points.

16. Hard and soft landscaping plan/implementation.

17. Tree protection measures.

18. Construction Environmental Management Plan.

19. Landscape and ecology mitigation/management plan.

20. Details of dog walking routes (part of ecological mitigation).

21. Broadband connection.

22. Local employment arrangements.

23. Details of water, energy and resource efficiency measures.

- c) That the Head of Planning (or the equivalent authorised officer) be authorised to refuse planning permission in the event that such legal agreement has not been completed

within the period of 6 (six) months, or further period as agreed, as the requirements necessary to make the development acceptable in planning terms had not been secured through a s106 planning obligation.

2. Planning Policy

National Policy

National Planning Policy Framework (NPPF)

- 2.1 The NPPF sets out the Government's planning policies and how these are expected to be applied at the local level. **[Please note that a new version of the NPPF was published in July 2018 and updated in February 2019 but many of the key principles remain unchanged. Where relevant paragraph numbers have changed, these are indicated below.]**
- 2.2 Planning law requires that applications for planning permission be determined in accordance with the 'development plan' unless material considerations indicate otherwise. The NPPF doesn't change the statutory status of the development plan as the starting point for decision taking. Where proposed development accords with an up to date Local Plan it should be approved and where it does not it should be refused – unless other material considerations indicate otherwise. An important material consideration is the NPPF's 'presumption in favour of sustainable development'. The NPPF defines 'sustainable development' as having three dimensions:
- an economic role;
 - a social role; and
 - an environmental role.

[The new NPPF refers to these as economic, social and environmental 'objectives']

- 2.3 These dimensions have to be considered together and not in isolation. The NPPF requires Local Planning Authorities to positively seek opportunities to meet the development needs of their area whilst allowing sufficient flexibility to adapt to change. Where relevant policies in Local Plans are either absent or out of date, there is an expectation for Councils to approve planning applications, without delay, unless the adverse impacts would significantly and demonstrably outweigh the benefits.
- 2.4 Section 6 **[now section 5]** of the NPPF relates to delivering a wide choice of quality new homes. It requires Councils to boost significantly the supply of housing to meet objectively assessed future housing needs in full. In any one year, Councils must be able to identify five years worth of deliverable housing land against their projected housing requirements (plus a 5% **[or 10%]** or 20% buffer to ensure choice and competition in the market for land). If this is not possible, housing policies are to be considered out of date and the presumption in favour of sustainable development is engaged with applications for housing development needing to be assessed on their merits, whether sites are allocated for development in the Local Plan or not.
- 2.5 Paragraph 187 of the NPPF states *"Local planning authorities should look for solution rather than problems, and decision-takers at every level should seek to approve applications for sustainable development where possible. Local planning authorities should work proactively with applicants to secure developments that improve the economic, social and environmental conditions of the area"*. **[Paragraph 38 in the 2018 NPPF similarly states: "Local planning authorities should approach decisions on proposed development in a positive and**

creative way” and “Decision makers at every level should seek to approve applications fro sustainable development where possible”].

National Planning Practice Guidance (PPG)

- 2.6 The PPG provides additional planning guidance from Central Government on a range of issues, including, but not limited to: Air Quality; Climate Change; Design, Flood risk and coastal change; Light Pollution; Natural Environment; Noise; and Travel Plans, Transport Assessments and Statements.

Local Plan Policy

- 2.7 The ‘development plan’ for Tendring is the 2007 ‘adopted’ Local Plan. Paragraph 215 of the NPPF **[now paragraph 213]** allows local planning authorities to give due weight to adopted albeit outdated policies according to their degree of consistency with the policies in the NPPF. Paragraph 216 **[now paragraph 48]** of the NPPF also allows weight to be given to policies in emerging plans according to their stage of preparation, the extent to which there are unresolved objections to relevant policies and the degree of consistency with national policy.
- 2.8 As of 16th June 2017, the emerging Local Plan is the Tendring District Local Plan 2013-2033 and Beyond Publication Draft. As this plan is currently in the process of being examined, its policies cannot carry the full weight of adopted policy. However, because the plan has reached an advanced stage in the plan making process its policies can carry more weight in the determination of planning applications. Where emerging policies are particularly relevant to a planning application and can be given weight in line with the principles set out in paragraph 216 [now 48] of the NPPF, they will be considered and, where appropriate, referred to in decision notices. In general terms however, more weight will be given to policies in the NPPF and the adopted Local Plan.

Tendring District Local Plan (2007) – as ‘saved’ through a Direction from the Secretary of State.

Relevant policies include:

QL1: Spatial Strategy: Directs most new development towards urban areas and seeks to concentrate development within settlement development boundaries. Also defines Clacton as a larger urban area where most new development is to be concentrated.

QL2: Promoting Transport Choice: Requires developments to be located and designed to avoid reliance on the use of the private car.

QL3: Minimising and Managing Flood Risk: Seeks to direct development away from land at a high risk of flooding and requires a Flood Risk Assessment for developments in Flood Zone 1 on sites of 1 hectare or more.

QL6: Urban Regeneration Areas: Defines West Clacton as an urban regeneration area and the focus for investment in social, economic and transportation infrastructure along with initiatives to improve vitality, environmental quality, social inclusion, economic prospects, education, health, community safety and accessibility.

QL8: Mixed-Uses: Encourages a mix of complementary and compatible uses within town, district and local centres and urban regeneration areas.

QL9: Design of New Development: Provides general criteria against which the design of new development will be judged.

QL10: Designing New Development to Meet Functional Needs: Requires development to meet functional requirements relating to access, community safety and infrastructure provision.

QL11: Environmental Impacts: Requires new development to be compatible with its surrounding land uses and to minimise adverse environmental impacts.

QL12: Planning Obligations: States that the Council will use planning obligations to secure infrastructure to make developments acceptable, amongst other things.

ER31: Town Centre Hierarchy and Uses: Seeks to direct 'town centre uses' including retail, leisure, offices and tourism to defined town, district and local centres within the district to support their vitality, viability and regeneration objectives.

ER32: Town Centre Uses Outside Existing Town Centres: Sets the criteria against which proposals for town centre uses outside of defined town centres will be judged. It requires that new development is of an appropriate scale, does not harm the vitality and viability of existing centres and is accessible by a choice of transport modes.

HG1: Housing Provision: Sets out the strategy for delivering new homes to meet the need up to 2011.

HG3: Residential Development Within Defined Settlements: Supports appropriate residential developments within the settlement development boundaries of the district's towns and villages.

HG3a: Mixed Communities: Promotes a mix of housing types, sizes and tenures to meet the needs of all sectors of housing demand.

HG4: Affordable Housing in New Developments: Seeks up to 40% of dwellings on large housing sites to be secured as affordable housing for people who are unable to afford to buy or rent market housing.

HG6: Dwellings Size and Type: Requires a mix of housing types, sizes and tenures on developments of 10 or more dwellings.

HG7: Residential Densities: Requires residential developments to achieve an appropriate density. This policy refers to minimum densities from government guidance that has long since been superseded by the NPPF.

HG9: Private Amenity Space: Requires a minimum level of private amenity space (garden space) for new homes depending on how many bedrooms they have.

COM1: Access for All: Requires publically accessible buildings to provide safe and convenient access for visitors, customers and employees of all abilities.

COM2: Community Safety: Requires developments to contribute towards a safe and secure environment and minimise the opportunities for crime and anti-social behaviour.

COM4: New Community Facilities (including Built Sports and Recreation Facilities): Supports the creation of new community facilities where they are acceptable in terms of accessibility to local people, impact on local character, parking and traffic and other planning considerations.

COM6: Provision of Recreational Open Space for New Residential Developments: Requires residential developments on sites of 1.5 hectares or more to provide 10% of the site area as public open space.

COM21: Light Pollution: Requires external lighting for new development to avoid unacceptable impacts on the landscape, wildlife or highway and pedestrian safety.

COM22: Noise Pollution: Requires noise-sensitive developments including houses and schools to be either located away from, or protected from (through mitigation measures) existing sources of noise.

COM23: General Pollution: States that permission will be refused for developments that have a significant adverse effect through the release of pollutants.

COM24: Health Care Provision: Supports developments for new and improved health care facilities that are in close proximity to the communities they intend to serve, acceptable in highways terms, accessible by a variety of transport modes and provide sufficient car parking.

COM26: Contributions to Education Provision: Requires residential developments of 12 or more dwellings to make a financial contribution, if necessary, towards the provision of additional school places.

COM29: Utilities: Seeks to ensure that new development on large sites is or can be supported by the necessary infrastructure.

COM31a: Sewerage and Sewage Disposal: Seeks to ensure that new development is able to deal with waste water and effluent.

EN1: Landscape Character: Requires new developments to conserve key features of the landscape that contribute toward local distinctiveness.

EN2: Local Green Gaps: Seeks to keep areas designated as Local Green Gaps open and essentially free of development in order to prevent the coalescence of settlements and to protect their rural setting.

EN4: Protection of the Best and Most Versatile Agricultural Land: Seeks to ensure that where agricultural land is needed for development, poorer quality land is used as a priority over higher quality land.

EN6: Biodiversity: Requires existing biodiversity and geodiversity to be protected and enhanced with compensation measures put in place where development will cause harm.

EN6a: Protected Species: Ensures protected species, including badgers are not adversely impacted by new development.

EN6b: Habitat Creation: Encourages the creation of new wildlife habitats in new developments, subject to suitable management arrangements and public access.

EN12: Design and Access Statements: Requires Design and Access Statements to be submitted with most planning applications.

EN13: Sustainable Drainage Systems: Requires developments to incorporate sustainable drainage systems to manage surface water run-off.

EN23: Development within the Proximity of a Listed Building: Guards against developments that would have an adverse impact on the setting of Listed Buildings.

EN29: Archaeology: Requires the archaeological value of a location to be assessed, recorded and, if necessary, safeguarded when considering development proposals.

TR1a: Development Affecting Highways: Requires developments affecting highways to aim to reduce and prevent hazards and inconvenience to traffic.

TR1: Transport Assessment: Requires major developments to be supported by a 'Transport Assessment' and states that developments that would have materially adverse impacts on the transport system will be refused unless adequate mitigation measures are put in place.

TR2: Travel Plans: Requires 'Travel Plans' for developments likely to have significant transport implications.

TR3a: Provision for Walking: Seeks to maximise opportunities to link development with existing footpaths and rights of way and provide convenient, safe attractive and direct routes for walking.

TR4: Safeguarding and Improving Public Rights of Way: Encourages opportunities to expand the public right of way network. Requires developments affecting an existing public right of way to accommodate the definitive alignment of the path or, where necessary, seek a formal diversion.

TR5: Provision for Cycling: Requires all major developments to provide appropriate facilities for cyclists.

TR6: Provision for Public Transport Use: Requires developments to make provision for bus and/or rail where transport assessment identifies a need.

TR7: Vehicle Parking at New Development: Refers to the adopted Essex County Council parking standards which will be applied to all non-residential development.

Tendring District Local Plan 2013-2033 and Beyond Publication Draft (June 2017)

Relevant policies include:

SP1: Presumption in Favour of Sustainable Development: Follows the Planning Inspectorate's standard wording to ensure compliance with the NPPF.

SP5: Infrastructure and Connectivity: Requires the provision of infrastructure, services and facilities that are identified to serve the needs arising from new development.

SP6: Place Shaping Principles: Requires the highest standards of built and urban design and sets out the key principles that will apply to all new developments.

SPL1: Managing Growth: Identifies Clacton as a 'Strategic Urban Settlement' within a hierarchy of settlements designed to direct future growth to the most sustainable locations. Strategic Urban Settlements are expected to accommodate the largest proportion of the district's housing stock over the plan period to 2033.

SPL2: Settlement Development Boundaries: Seeks to direct new development to sites within settlement development boundaries. The boundary for Clacton extends to include the application site.

SPL3: Sustainable Design: Sets out the criteria against which the design of new development will be judged.

HP1: Improving Health and Wellbeing: Requires a Health Impact Assessment on all development sites that deliver 50 or more dwellings and financial contributions towards new or enhanced health facilities where new housing development would result in a shortfall or worsening of health provision.

HP2: Community Facilities: Requires development to support and enhance community facilities where appropriate, including by providing new facilities on site or contributing towards enhanced community facilities elsewhere to meet needs arising from the proposed development.

HP5: Open Space, Sports and Recreation Facilities: Requires new developments to contribute to the district's provision of playing pitches and outdoor sports facilities and also requires larger residential developments to provide land as open space with financial contributions toward off-site provision required from smaller sites.

LP1: Housing Supply: Sets out the sources of new housing that will contribute towards meeting objectively assessed housing needs in the period up to 2033. The application site is one of the 'Strategic Allocations' for mixed-use development expected to deliver a large proportion of Tendring's new housing.

LP2: Housing Choice: Promotes a range of house size, type and tenure on large housing developments to reflect the projected needs of the housing market.

LP3: Housing Density: Policy requires the density of new housing development to reflect accessibility to local services, minimum floor space requirements, the need for a mix of housing, the character of surrounding development and on-site infrastructure requirements.

LP4: Housing Layout: Policy seeks to ensure large housing developments achieve a layout that, amongst other requirements, promotes health and wellbeing; minimises opportunities for crime and anti-social behaviour; ensures safe movement for large vehicles including emergency services and waste collection; and ensures sufficient off-street parking.

LP5: Affordable and Council Housing: Requires up to 30% of new homes on large development sites to be made available to the Council or a nominated partner, at a discounted price, for use as Affordable Housing or Council Housing.

PP3: Village and Neighbourhood Centres: Identifies that a new neighbourhood centre is proposed for the development at Rouses Farm and that any retail units created will receive future protection against the loss to other uses.

PP12: Improving Education and Skills: Requires the impacts of development on education provision to be addressed at a developer's costs, either on site and/or through financial contributions. The policy also requires applicants to enter into an Employment and Skills Charter or Local Labour Agreement to ensure local contractors are employed to implement the development and that any temporary or permanent employment vacancies (including apprenticeships) are advertised through agreed channels.

PPL1: Development and Flood Risk: Seeks to direct development away from land at a high risk of flooding and requires a Flood Risk Assessment for developments in Flood Zone 1 on sites of 1 hectare or more.

PPL3: The Rural Landscape: Requires developments to conserve, where possible, key features that contribute towards the local distinctiveness of the landscape and include suitable measures for landscape conservation and enhancement.

PPL4: Biodiversity and Geodiversity: Requires existing biodiversity and geodiversity to be protected and enhanced with compensation measures put in place where development will cause harm.

PPL5: Water Conservation, Drainage and Sewerage: Requires developments to incorporate sustainable drainage systems to manage surface water run-off and ensure that new development is able to deal with waste water and effluent.

PPL7: Archaeology: Where developments might affect archaeological remains, this policy requires proper surveys, investigation and recording to be undertaken.

PPL9: Listed Buildings: Says that proposals for new development affecting a listed building or its setting will only be permitted where they will protect its special architectural or historic interest, its character, appearance and fabric.

CP1: Sustainable Transport and Accessibility: Requires the transport implications of development to be considered and appropriately addressed.

CP2: Improving the Transport Network: States that proposals which would have any adverse transport impacts will not be granted planning permission unless these are able to be resolved and the development made acceptable by specific mitigation measures which are guaranteed to be implemented.

CP3: Improving the Telecommunications Network: Requires new development to be served by a superfast broadband (fibre optic) connection installed on an open access basis and that can be directly accessed from the nearest British Telecom exchange and threaded through resistant tubing to enable easy access for future repair, replacement or upgrading.

SAMU4: Development at Rouses Farm, Jaywick Lane, Clacton: Specifically allocates the application site for a mix of residential development, community facilities and public open space. The policy contains specific requirements in relation to housing numbers, educational facilities, the neighbourhood centre, healthcare provision, highways and open space.

Supplementary Guidance

Essex Design Guide for Mixed Use and Residential Areas (2005)

Essex County Council Car Parking Standards – Design and Good Practice (2009)

3. Relevant Planning History

None.

4. Consultations

TDC Building Control	Access for fire fighting appliances should be in accordance with regulation B5.
TDC Environmental Health	Satisfied with the content of the acoustic report and the Construction Methods Statement and will require no further information or have no adverse comments at this time.
TDC Principal Tree & Landscape Officer	<p>The main body of the land is in agricultural use and is not well populated with trees with most of the vegetation, comprising hedgerows and hedgerow trees situated on the boundary of the land. The largest specimen trees are situated on the northernmost part of the land. The applicant has submitted a tree report and survey in accordance with British standards.</p> <p>The Oak trees to the north of the site have high visual amenity value and are, generally, in good condition. The report identifies the retention of T13 and T14 close to the proposed position of the new access road from St Johns Road. The other important trees, in terms of their visual amenity value, are the trees within G14 of the tree report. It is considered that the inclusion of these trees within a loosely connected group does not accurately reflect their true value. Although the trees are shown as retained it is important to recognise</p>

their long term value.

Tree T11 is also categorised as C1 although it could reasonably fit within the above cascade chart as a B1 or B2 tree. The masterplan identifies the need to fell this tree. It would appear that the tree is not an obstruction to the development of the immediately adjacent land and the tree should be retained if possible. With regard to boundary trees and trees on adjacent land, the site layout shown on the Indicative Masterplan shows the land adjacent to the field boundaries to the south and west as new open space. This will ensure that the boundary trees and hedgerows can be retained.

It appears that the development of the land could take place without harm being caused to the majority of the trees and hedgerows on the land and it is not considered expedient to protect them by way of a Tree Preservation Order at the present time. It may be desirable to formally protect them at some stage in the future to ensure that they are not harmed during the development process or as a result of post development pressures.

In terms of the impact of the development of the land on the local landscape character and to show the potential harm likely to arise as a result of the development of the land, the applicant has submitted a Landscape and Visual Impact Assessment (LVIA). The information submitted in support of the application provides a genuine and accurate description of the landscape and visual effects. It recognises the changes that will result from the development of the land. However the LVIA does not appear to contain a quantitative or qualitative assessment of the harm that is likely to be caused by the development of the land.

Notwithstanding this, the topography of the land is such that the relatively flat nature of the immediately surrounding area; combined with the Masterplan layout showing Public Open Spaces on the perimeter of much of the site provides the opportunity for a comprehensive soft landscaping scheme to be provided and implemented that would ensure that the development is satisfactorily assimilated into its setting. Should permission be granted then a soft landscaping condition should be attached to secure details of soft landscaping of the whole site, both the residential area and the open space. New tree planting in prominent locations will be a key part of a good soft landscaping scheme.

TDC Waste Management No comments at this stage.

Anglian Water The foul drainage from this development is in the catchment of Jaywick Water Recycling Centre, which currently does not have capacity to treat the flow from your development site. Anglian Water are obligated to accept the foul flows from development with the benefit of planning consent and would therefore take the necessary steps to ensure there is sufficient treatment capacity should the planning authority grant planning permission.

Development will lead to an unacceptable risk of flooding downstream. A drainage strategy will need to be prepared in consultation with Anglian Water to determine mitigation measures.

They request a condition requiring the drainage strategy covering the issue(s) to be agreed.

The planning application includes employment/commercial use. To discharge trade effluent from trade premises to a public sewer vested in Anglian Water requires their consent. They ask that an informative be included within the decision notice should permission be granted.

Environment Agency

Confirm that it was not necessary for them to be consulted on this application.

Essex County Council
(ECC) Archaeology

Questions the findings of the Environmental Statement and its consistency with the applicant's archaeological desk based assessment (DBA). Also questions the applicant's chosen method of evaluation (geophysical survey) suggesting that it has been ineffective. Concern therefore that the Environmental Statement is inaccurate in places and fails to adequately establish the significance of the known heritage assets. On similar sites to this, a programme of rectification of aerial photos and targeted trial trenching would normally be considered an appropriate evaluation method.

Recommended that the applicant conduct a field evaluation to establish the nature and complexity of the surviving archaeological assets. This should be undertaken prior to a planning decision being made. This work would enable due consideration to be given to the historic environment implications and would lead to proposals for preservation in site and/or the need for further investigation.

[Note: Officers are recommending that this additional evaluation work be secured through a planning condition].

ECC Education

Based upon the development of 950 homes, the proposal would produce the need for 85 Early Years and Childcare (EY&C) places, 285 primary places and 190 secondary school places. A new 2 form entry primary school with a 56 place nursery would be delivered on the site.

For the proposed school land, the s106 legal agreement grant ECC an option to take transfer of the land, at nominal cost (usually £1). The option period should open no later than the occupation of 50 homes on the development and close ten years thereafter or, if later, on completion of the development. The land provided, and location therefore, must meet the criteria set out in ECC's Developers Guide and any planning application must include a Land Compliance Study to evidence compliance suitability. A Land Compliance Study has been submitted by the applicant and it is likely that the site proposed for the new primary school and combined EY&C facility will be acceptable subject to a number of arrangements being put in place in order to ensure that the land complies with ECC requirements, these include for example the removal of Japanese Knotweed, removal of any contamination and noise attenuation arrangements.

The breakdown and the cost that the development would need to contribute towards education through the s106 agreement is £1,452,840.92 for EY&C and £4,246,642.50 for Primary Education and £3,675,550 for Secondary Education.

Having reviewed the proximity of the site to the nearest primary and secondary schools, Essex County Council will not be seeking a school transport contribution, however the developer should ensure that safe direct walking and cycling routes to local schools are available.

ECC Flood and Water Management

Having reviewed the Flood Risk Assessment and the associated documents which accompanied the planning application, they do not object to the granting of planning permission subject to the imposition of conditions.

ECC Highways

They have assessed the highway and transportation impact of the proposal including full assessment of the Transport Assessment, examination of all documents submitted, and undertaken a site visit and does not wish to raise an objection subject to the imposition of reasonable planning conditions and obligations. These relate to:

- detailed junction arrangements on St. Johns Rd and Jaywick Lane;
- cycleway/footway across St. Johns Rd and Jaywick Lane frontages;
- bus services to be routed through the development;
- residential travel plans;
- improvements at existing St. John's Rd/Jaywick Lane junction;
- signals at the Bockings Elm junction of St. John's Rd and Cloes Lane;
- improvements to St. Johns Rd/Peter Bruff Avenue junction;
- improvements at St. John's roundabout;
- road safety assessments to be completed for all the above measures;
- no discharge of surface water onto the highway;
- wheel cleaning facilities; and
- car parking spaces and garages.

[The revised letter from the Highway Authority recommends conditions and obligations relating to the following:

- **The need for a construction management plan;**
- **The new junction onto St. John's Road – to be delivered prior to first occupation of Phase 1;**
- **The new junction onto Jaywick Lane – to be delivered prior to occupation of phase 2A, 3 or 4;**
- **The completion of the St. John's Road to Jaywick Lane link road – to be completed prior to occupation of phase 3 or 4;**
- **The completion of a cycleway/footway along Jaywick Lane frontage prior to phase SA, 3 or 4;**
- **Improvements to St. John's Road/Jaywick Lane and St. Johns Road/Cloes Lane junctions – to be delivered prior to occupation of 250 dwellings;**
- **Improvements to St. Johns Road/Peter Bruff Avenue junction and the St. John's Roundabout – to be delivered prior to occupation of 500 dwellings;**

- **Improvements to existing bus stops in St. John's Road and provision of pedestrian access to those stops;**
- **Provision of a high quality bus service through the development via the link road or £500,000 contribution towards its delivery (as being secured the s106 agreement);**
- **Provision of a pedestrian link between the proposed primary school and neighbourhood centre in advance of the link road being completed; and**
- **Residential travel plan and residential travel pack.]**

Essex Police

The published documents have been studied and do not provide sufficient detail to allow an informed decision to be made as to whether the appropriate consideration of Sections 58 & 69 of the National Planning Policy Framework (NPPF) has been achieved. In supporting the ethos of Sections 58 & 69 of the NPPF, Essex Police provide a free, impartial advice service to any applicant who request this service.

[Note: This level of detail would be required at Reserved Matters Stage]

Historic England

On the basis of the information available to date, we do not wish to offer any comments. We suggest that you seek the views of your specialist conservation and archaeological advisers, as relevant.

Natural England

Initial response was that based on the information provided in support of the application, there was insufficient information to allow likely significant effects to the Essex Estuaries Special Area of Conservation (SAC) and the Colne Estuary SPA and Ramsar site to be ruled out. They also considered that there was insufficient information to rule out adverse effects to the Colne Estuary Site of Special Scientific Interest (SSSI) and therefore requested that additional information was provided by the applicant. Suggestions for resolving the issue include on-site and off-site mitigation such as:

- High-quality, informal, semi-natural areas;
- Circular dog walking routes of >2.7 km² and/or with links to surrounding public rights of way (PRoW);
- Dedicated 'dogs-off-lead' areas;
- Signage/leaflets to householders to promote these areas for recreation;
- Dog waste bins etc; and
- Developer contributions towards the implementation of the Essex Coast Recreational disturbance Avoidance and Mitigation Strategy (RAMS) in respect of the Colne Estuary.

[Note: In response, the applicant has contacted Natural England and has agreed that such measures being secured through conditions or through the s106 legal agreement].

NHS England

The proposed development is likely to have an impact on the services of 3 branch surgeries operating within the vicinity of the application site. The GP practices do not have capacity for the additional growth resulting from this development and cumulative development in the

area. Therefore, the proposed development will likely have an impact on the NHS funding programme for the delivery of primary healthcare provision within this area and specifically within the health catchment of the development.

NHS England has no objection in principle to the proposed development, subject to appropriate mitigation being secured for Primary Healthcare. However, it must be made clear that at the present time there is no agreement in place between the applicant and NHS England or the GP Practices, that the new proposed health facility will be utilised by an NHS England funded GP Practice. NB. any project proposed by a GP Practice is subject to CCG agreement and NHS England prioritisation and approval processes.

[Note: In further correspondence, NHS England has indicated that its preference is for a financial contribution of £329,613 to be secured through s106 legal agreement].

5. Representations

5.1 Five letters of representation have been received by the Council, four of the authors of which object to the proposal with one making neutral comments about the scheme. The letters of objection raise the following concerns:

- Green space and farmland are being eroded more and more.
- The land is used to feed local people, is well used by the surrounding community, has community value and is teeming with wildlife.
- This will have a completely negative impact on residents' way of life, including from the construction process.
- The council should pass smaller developments that won't destroy a whole area of beauty instead of trying to build a monstrosity.
- When this development was first mooted it was for approximately 800 properties, now it is 950. It will add more vehicles to the already very busy St Johns Road and Jaywick Lane and will lead to more congestion on both.
- Jaywick Lane is already a really dangerous and often congested road, there is not sufficient infrastructure to this development, it will just cause gridlock in the area.
- There is already excessive traffic and issues with speeding.
- No street lights, making it difficult and dangerous to cross the road.
- At present the town is unable to recruit GP's, therefore most are locums and question how the health centre would be staffed.
- Question who will occupy the social housing aspect of this development.
- Question whether Clacton can really sustain all new developments in terms of available jobs and infrastructure.
- Whilst there are plans for a school and community area, where are these people going to work, or will they just be the local unemployed.
- Will the train line be improved to allow people to commute to bring back some money to the area or will they just be another drain on the Council.
- The school would back onto the garden of 40 Jaywick Lane, Persimmon's solution to leave an alleyway behind the fence which would make the occupants more vulnerable who are elderly and suffering with ill health.
- Noise from the proposed school and possible financial implications if adjacent occupiers have to put up a stronger fence.
- The Frinton Residents' Association object to the proposal on the grounds of what they have experienced during and after the construction of 37 units at Witton Wood Road, Frinton by the applicant, as opposed to raising points that are specific to the proposal

before Members. They do however stress the importance of ensuring that the development is of a high quality, as well as being sustainable and protecting the living conditions of existing residents.

- 5.2 The letter of comment received states that whilst, as a walker they welcome any additional Public Rights of Way (PROW), they have concerns that without the potential footway links in place, lack of use could result in the planned leisure routes becoming overgrown. They assume ECC will be responsible for maintaining these new routes, and it is necessary to mention that to get a path included on their cutting programme is not easy, and takes a number of complaints to do so. They also notice that the footway link to the west of the plan, does not link up with a PROW, but a private track. For this to be used it would need the landowners consent to make the track a permissive right of way. They also state that the footway link onto St. Johns road would require walkers to cross the busy B1027 to gain access to the footpath on the opposite side of the road. This would however allow access to the PROW network.

6. Assessment

Site Context

- 6.1 The application site comprises 42.13 hectares of predominantly arable agricultural land that is situated to the western side of Clacton on Sea, north of Jaywick. The northern boundary of the site is demarcated by St John's Road (B1027) and is punctuated by the curtilages of existing dwellings at 717, 719, 755 & 757 St John's Road. On the opposite side of St John's Road, to the north east is a grade II listed building known as Duchess Farmhouse.
- 6.2 To the west of the site is Rouses Lane which is demarcated by field hedging for part of its length and leads to Rouses Farm (outside of the application site) and the track of Botany Lane, beyond this boundary is open farmland. The southern boundary of the proposed developable area is formed by a metalled farm track which leads to Jaywick Lane, almost opposite the Tendring Education Centre. Beyond the farm track is more farmland, the southern point of which just touches the start of the built-up area of Jaywick (adjacent to the Sackett's Grove caravan site). The majority of the eastern boundary is formed by either Jaywick Lane itself or the rear of properties that front it, and include a new development of bungalows at 82 Jaywick Lane and the Chester and Silver Dawn Caravan Parks within the Bockings Elm Ward.
- 6.3 The site is relatively flat, but does slope slightly towards the south. Where a lack of hedging allows, views across the site are quite open, from one boundary to another, bar where existing buildings are located.
- 6.4 Bockings Elm benefits from a range of existing local services which include a post office, hairdresser, public house, fish and chip shop, and grocery stores. Nearby community facilities include the Coppins Hall community centre, and schools currently include an early-years playgroup, the Raven Academy primary school, and Clacton Coastal Academy which provides secondary and sixth form education. The aforementioned Tendring Education Centre incorporates early years settings, the West Clacton Library, and sporting facilities. The nearest Doctors Surgery is currently the Green Elms Health Centre located in Nayland Drive.
- 6.5 The application site is also served by several buses which run via St Johns Road. These include FirstGroup routes 17 and 18 between Clacton and Point Clear (combined half-hourly service Monday – Saturday daytimes, hourly Monday – Saturday evenings and Sundays), and FirstGroup route 74 between Clacton and Colchester (hourly Monday – Saturday daytimes, two-hourly Monday – Saturday evenings and Sundays). The Go Ride

72 and 79 routes also operate along Jaywick Lane and connect the site to Colchester and Brightlingsea respectively.

The Proposal

- 6.6 Outline planning permission is sought for the redevelopment (including demolition) of the site for up to 950 residential units (including affordable housing) with a new Neighbourhood Centre comprising a local healthcare facility of up to 1500sqm NIA and up to 700sqm GFA for use classes A1 (shops), A3 (food and drink) and/or D1 (community centre); a 2.1ha site for a new primary school; and associated roads, open space, drainage, landscaping and other associated infrastructure.
- 6.7 The application is accompanied by an Environmental Statement (ES), produced pursuant to the Town & Country Planning (Environmental Impact Assessment) (England and Wales Regulations) (2011) and which follows the issue of a Scoping Opinion (SO) by the District Council on 9 April 2015 under reference 15/30060/PREAPP). The SO concluded that the following issues should be covered, and which have been included as chapters within the ES: Landscape & Visual; Ecology and Nature Conservation; Archaeology and Cultural Heritage; Transport & Access; Air Quality; Noise & Vibration; Soils and Agriculture; Hydrology, Flood Risk & Drainage; Ground Conditions and Contamination; and Socio-economics.
- 6.8 The ES is supported by a number of technical appendices, these include:
- Arboricultural Impact Assessment and Tree Schedule;
 - Archaeological Desk Based Assessment;
 - Archaeological Geophysical Survey;
 - Built Heritage Statement;
 - Drainage Strategy and Calculations;
 - Extended Phase 1 Habitat Survey;
 - Habitat Regulations Assessment Screening Report;
 - Phase 2 Ecological Surveys and Assessments;
 - Flood Risk Assessment;
 - Geo-Environmental Desk Study Report; and
 - Geo-Environmental and Geotechnical Desk Study and Site Investigation.

A Non-Technical Summary of the ES has also been provided.

- 6.9 In addition to the ES, a detailed suite of documentation and revised technical evidence during the processing period has been submitted with the planning application, including the following:
- Application Forms & Certificates;
 - Application Plans comprising:
 - Location Plan;
 - Master Plan;
 - Access and Movement Parameter Plan;
 - Building Heights Parameter Plan;
 - Density Parameter Plan;
 - Land Use Parameter Plan;
 - Open Space Parameter Plan;
 - Phasing Parameter Plan;
 - Northern Access onto St John's Road;
 - Eastern Access onto Jaywick Lane; and
 - Topographical Land Surveys;

- Construction Method Statement;
- Design & Access Statement;
- Education Checklist;
- Existing Utilities Report;
- Minerals Assessment Report;
- Planning Statement;
- Statement of Community Involvement;
- Transport Assessment ;
- Travel Plan;
- Viability Assessment [confidential].

- 6.10 With the exception of the formation of the access into the site, details of the appearance, landscaping, layout and scale are all reserved matters which means that approval is not sought for these at this stage and details are therefore not currently required. If the outline application were to be granted the applicant, or any successors in title, would need to submit reserved matters applications to the Local Planning Authority, in addition to discharging planning conditions before development could commence.
- 6.11 The application proposes two vehicular access points into the site, one onto St John's Road, to the east of no 755, the other opposite the Tendring Education Centre onto Jaywick Lane. Both these junctions would have dedicated right turn, signalised junctions and as illustrated on the submitted Masterplan and Access and Movement Parameter Plans, these would connect up through a central spine road which would be designed to accommodate bus services and a central cycle route through the scheme. The spine road would therefore connect the proposed new dwellings and the surrounding area to the proposed neighbourhood centre and primary school, as well as allowing local traffic to bypass Jaywick Lane.
- 6.12 The Access and Movement Parameter Plan also identifies indicative secondary roads as well as footpaths throughout the site, with the Design and Access Statement (DAS) which has been updated during the processing of the planning application to add further detail to the design approach and to give a clearer vision for the road hierarchy. The exact location of the routes through the site would be refined through the Reserved Matters process, although the applicants opine that the information provided with the submission demonstrates that it is possible to deliver a well-connected site.
- 6.13 Whilst a reserved matter, the indicative Masterplan and Land Use Parameter Plan identify the potential layout of the site, which is intended to give some certainty to the general location of development and ultimately be used to inform the Reserved Matters stage/s. This would be a predominantly housing-led scheme for up to 950 units and whilst the precise mix of dwelling types is unknown, the applicants state that they intend to provide a broad range of residential accommodation ranging from one bedroom apartments to five bedroom houses. It is also intended that the scheme would include an element of bungalow accommodation with the precise amount to be a matter for the detailed design stage. To accord with the emerging plan, an appropriate proportion of dwellings would be provided as affordable housing.
- 6.14 Housing density across the scheme would average at approximately 40 dwellings/Ha (net) or 23 dwellings per hectare (gross). Density would however vary through the scheme to create differing character areas eg. It is envisaged that densities would generally be lower around the edges of the scheme and higher towards the core and around key focal points within the development. The DAS highlights that it is intended that the development would be of a style based on the local vernacular, and that the principles of the Essex Design Guide would be followed.

- 6.15 The primary school site is shown to be located on a 2.1 Hectare (Ha) parcel of land to the north and close to the St John's Road access point which would allow it to be delivered early in the development process, and also means that it would not be surrounded by construction activity once operational. It would also ensure that it is close to the existing community that it would also serve.
- 6.16 The Neighbourhood Centre would include the healthcare facility and would be located towards the Jaywick Lane access (to south of) to ensure that it could also serve the wider community as well as the development site. Again, its proximity to the site access also means that it would not be surrounded by construction activity when operational.
- 6.17 A minimum 20m landscape buffer is identified along the western boundary of the site to comply with the emerging Local Plan's policies for this site and form a suitable transition between the built development and surrounding countryside. A large area of open space is indicated at the southern end of the site, and which complements the proposed Strategic Green Gap allocation between Clacton and Jaywick. Further landscape buffers are proposed to be located around the sensitive boundaries of the site, as well as smaller pockets of Public Open Space (POS), two of which would include Local Equipped Areas for Play (LEAP). In total, POS would amount to some 13 Ha, including surface water attenuation areas.

Main Planning Considerations

- 6.18 The main planning considerations are:
- Principle of Development;
 - Environmental Impact, incorporating the following:
 - Landscape & Visual Impact;
 - Ecology and Nature Conservation;
 - Heritage;
 - Archaeology
 - Transport & Access;
 - Air Quality;
 - Noise & Vibration;
 - Soils and Agriculture;
 - Hydrology, Flood Risk & Drainage;
 - Ground Conditions and Contamination; and
 - Socio-economics;
 - Planning Obligations and Viability;
 - Reserved Matters - Appearance, Landscaping, Layout and Scale; and
 - Living Conditions.

Principle of Development

- 6.19 In line with Section 38(6) of the Planning and Compulsory Purchase Act 2014, planning decisions must be taken in accordance with the 'development plan' unless material considerations indicate otherwise. The requirements of the National Planning Policy Framework (NPPF) are a significant material consideration in this regard.
- 6.20 The 'development plan' for Tendring is the 2007 'adopted' Local Plan. Paragraph 215 [**now 213**] of the NPPF allows local planning authorities to give due weight to adopted albeit outdated policies according to their degree of consistency with the policies in the NPPF. Paragraph 216 [**now 48**] of the NPPF also allows weight to be given to policies in emerging plans according to their stage of preparation, the extent to which there are unresolved objections to relevant policies and the degree of consistency with national policy. As of 16th

June 2017, the emerging Local Plan for Tendring is the Tendring District Local Plan 2013-2033 and Beyond Publication Draft.

- 6.21 Section 1 of the Local Plan was examined in January and May 2018 with the Inspector's report awaited and whilst its policies cannot yet carry the full weight of adopted policy, they can carry some weight in the determination of planning applications. The examination of Section 2 of the Local Plan is expected to take place in Autumn 2018. Where emerging policies are particularly relevant to a planning application and can be given weight in line with the principles set out in paragraph 216 **[now 48]** of the NPPF, they will be considered and, where appropriate, referred to in decision notices. In general terms however, more weight will be given to policies in the NPPF and the adopted Local Plan. **[We have now received the Inspector's letters in respect of Section 1 which confirm the soundness of Tendring's housing figures, but which raise concerns about Garden Communities which will delay the progress of the Local Plan towards adoption].**
- 6.22 The application site is not allocated for development in the adopted Local Plan and it lies outside (albeit within a short distance of) the 'settlement development boundary' for Clacton. The southern part of the site immediately south of existing properties in Jaywick Lane is designated as a 'Local Green Gap' which, for this area, is designed primarily to maintain clear separation between West Clacton and Jaywick to safeguard their separate identities and character, and to also protect views from these areas over the open countryside.
- 6.23 In the emerging Local Plan, the site is specifically allocated through Policy SAMU4 for a mix of residential development, community facilities and public open space. The Local Green Gap/Strategic Green Gap designation has been scaled back in the emerging Local Plan in response to longer-term development needs and to both reflect the extent of development that has already taken place on the eastern side of Jaywick Lane (i.e. housing at Harpers Way and the School); and focus protection on the open land south of the school and between Jaywick and Cherry Tree Avenue.
- 6.24 Policy SAMU4 states: "*Land at Rouses Farm, west of Jaywick Lane and south of St. John's Road, Clacton-on-Sea, as defined on Map SAMU4, is allocated for a mix of residential development, community facilities and public open space*". The policy then sets out specific requirements of the development and criteria that need to be met through any planning applications for the site:
- Requirement a) is that the development will include at least 850 homes of mixed sizes and types to include affordable housing as per the Council's requirements up to 2033 and features to support a range of housing sizes and types to reflect the needs of the area requirements. The proposal is for up to 950 dwellings thus exceeding the minimum requirement. At this level, the development provides more than sufficient scope to deliver a mix of sizes and types which will be determined, in more detail, at the reserved matters stage(s);
 - Requirement b) is for a new primary school with co-located 56 place early years and childcare facility (D1) use on 2.1 hectares of land as required by the Local Education Authority through Section 106 Planning Obligations. The application makes provision for this requirement and the applicant has liaised directly with Essex County Council in its capacity as the local education authority to determine where and how this will be delivered;
 - Requirement c) is for the development to provide a new neighbourhood centre. Accordingly, the application description includes a new neighbourhood centre comprising a local healthcare facility of up to 1500 sqm NIA (Net Internal Area) and up to 700 sqm GFA (Gross Floor Area) for use classes A1 (shops), A3 (food and drink)

and/or D1 (community centre). The indicative masterplan shows the location of this at the Jaywick Lane end of the site;

- Requirement d) is for a site for a new healthcare facility to meet the primary health care needs of the growing population in West Clacton. In its representations on the Local Plan, the NHS asked for Criterion d) to be modified to allow for either new infrastructure or a financial contribution and has indicated that it is a financial contribution of just under £330,000 that will be required;
- Requirement e) of Policy SAMU4 is for minimum of 5 hectares of public open space and this is to be provided within the development, predominately at the southern end of the site to help maintain and strengthen the sense of openness between Jaywick and West Clacton;
- Criterion f) in Policy SAMU4 advocates a master-planned approach which the applicant has followed within the material in support of the application;
- Requirement g) is for the principal points of vehicular access to be off St. John's Road in the north and Jaywick Lane in the south;
- Requirement h) is for the design and layout of the development to have regard to the surrounding landscape, seeking to minimise visual impacts through the inclusion of mitigation measures to developer links with the existing landscape and access features. A minimum 20 metre landscaping buffer along the western edge of site is required to minimise visual impacts. The application allows for this requirement and is supported by a Landscape and Visual Impact Assessment with proposed mitigation measures (see below);
- Requirement i) is for a spine road of 6.75 metres carriageway width to link St. John's Road and Jaywick Lane capable of accommodating buses and other large vehicles and enabling traffic calming measures or access restrictions to be implemented in Jaywick Lane to the benefit of existing residents in the area;
- Requirement j) is for the incorporation of highway capacity, safety, public transport, cycle, pedestrians and bridleways service and/or infrastructure enhancements. It requires a safe cycle path/footpath between the development and the Clacton Coastal Academy and the new primary school;
- Requirement k) is for a financial contribution to early years and childcare and secondary education provision, as required by the Local Education Authority through Section 106 Planning Obligations;
- Requirement l) is the delivery of opportunities for the protection and enhancement of the historic environment features and settings including the built and archaeological environment; and
- Requirement m) is for early engagement with Anglian Water to secure upgrades to both treatment infrastructure and network and to formulate a water and drainage strategy to serve the new development.

6.25 The application complies with the broad and strategic requirements of Policy SAMU4 and the more up-to-date specific and detailed requirements of Essex County Council and the NHS. The detail of how the proposal complies with Policy SAMU4 and other Local Plan policies is set out under the key considerations below.

- 6.26 The allocation of this site for residential and mixed use development in the Publication Draft of the emerging Local Plan and the requirements of Policy SAMU4 did not attract many objections from residents or any other stakeholders. The only comments raised came from:
- Essex County Council who asked that the housing numbers in the policy be double checked for consistency with other sections of the plan;
 - Historic England who wanted to ensure that the separate characters of Jaywick and Clacton are maintained; and that the Grade II Duchess Farmhouse in St. John's Road is properly taken into account;
 - NHS England who suggested that the healthcare requirements could be met either through a new facility on the site or through a financial contribution towards healthcare capacity in the wider area;
 - Natural England who wanted to ensure the value of the land for wintering birds and the potential impact on water quality are properly assessed and that appropriate mitigation measures are put in place;
 - Persimmon Homes who, as the developer for this project, supported the allocation and the policy; and
 - Land Logic Ltd who objected to the proposal on landscape, visual and infrastructure grounds, because they are promoting an alternative site off London Road, Clacton in the middle of the Strategic Green Gap between Clacton and Little Clacton for 220 homes.
- 6.27 There were no specific objections or comments from residents in response to the allocation at the publication stage, however this location has been proposed for development in numerous iterations of the Local Plan as it has emerged and the site promoters have undertaken ongoing community consultation in the area. They have also been engaged in extensive pre-application discussions with the Council with a view to ensuring all relevant planning matters have been properly considered and, where possible, local concerns have been addressed. Four local objections have been received in response to this planning application specifically (summarised above) and these are addressed throughout this report.
- 6.28 In applying the guidance within paragraph 216 [**now 48**] of the NPPF, the Local Plan has reached an advanced stage of the plan-making process; the objections to Policy SAMU4 are relatively few and have all been resolved by the applicants; and the proposal is entirely in line with the policies in the NPPF to boost the supply of housing and achieve a balance between economic, social and environmental factors. On this assessment, Policy SAMU4 and the allocation of land at Rouses Farm for mixed-use development can carry a reasonably high level of weight in the determination of this planning application.
- 6.29 Furthermore, the Council's ability to demonstrate an ongoing five year supply of deliverable housing sites, in line with paragraph 47 [**now 73**] of the NPPF relies on some of the sites allocated for development in the emerging Local Plan obtaining outline planning permission in the short-term, in order for them to progress to the detailed planning stages and to start delivering new homes from the middle part of the plan period. In fact, the Council's evidence to demonstrate a five year supply relies on the housing trajectory contained within its very latest Strategic Housing Land Availability Assessment' (SHLAA) (April 2018) which anticipates the grant of outline planning permission in 2017/18, the approval of reserved matters in 2018/19, the discharge of pre-commencement planning conditions and commencement of development in 2019/20 with the first new houses in 2020/21. The Rouses Farm development is currently expected to contribute around 90 new homes to the

five-year supply between 2020/21 and 2022/23 and between 30 and 60 new homes, per year, from 2023/24.

[February 2019 amendments to the NPPF have resulted in the Council having to use the government's 'standard method' for calculating local housing need until such time that the new Local Plan is formally adopted and the Council's housing needs (as confirmed as being sound by the Local Plan Inspector) are enshrined within adopted policy. The imposition of the standard method means that the Council cannot currently demonstrate a five-year housing supply – however, it still relies on the Rouses Farm development coming forward within the next five years within its housing supply calculations.]

- 6.30 Having considered the application site's status within the adopted and emerging Local Plans, the limited level of objection received during the Local Plan consultation and the imperative to deliver new homes and to maintain a five-year supply of deliverable housing sites, Officers consider that the principle of a major residential and mixed-use development on the site is acceptable – subject to consideration against other relevant policies, including Policy SAMU4. Officers have therefore sought to work with the developer to address any planning issues and to work positively towards a recommendation of approval.

Environmental Impact

Landscape & Visual Impact

- 6.31 NPPF para. 109 [**now 170**] stipulates that the planning system should contribute to and enhance the natural and local environment by, amongst other things, protecting and enhancing valued landscapes. The Planning Practice Guidance (PPG) states where appropriate, Landscape Character Assessments should be prepared to complement Natural England's National Character Area profiles. Landscape Character Assessment is a tool to help understand the character and local distinctiveness of the landscape and identify the features that give it a sense of place.
- 6.32 In response to this, the applicant has submitted a Landscape and Visual Impact Assessment (LVIA) which highlights that the application site is situated in the St Osyth Coastal Ridge Landscape Character Area (LCA) and is on relatively high land overlooking the St Osyth Coastal Slopes and the St Osyth Drained Marshes LCAs. In this respect the development of the land has the potential to cause harm to a wider landscape area, although the site is not covered by any specific landscape designation and the Principal Tree and Landscape Officer states that the information submitted in support of the application provides a genuine and accurate description of the landscape and visual effects.
- 6.33 The application site comprises relatively flat agricultural land with limited landscape features within the site boundaries which some include mature and established hedgerows; and a light scattering of tree groups. As it lies on the western urban edge of Clacton, existing residential development is situated along the majority of the eastern boundary. In addition, there are three residential properties located adjacent to the site's northern boundary, with a ribbon of development on the opposite side of St. John's Road. The locality is therefore already partly residential in character.
- 6.34 Quite clearly, the proposed development would see a permanent change of land use (and therefore character) from farmland to residential, and would inevitably result in a permanent significant effect upon the landscape. However, whilst only in outline, the planning application demonstrates that the scheme could be designed to minimise landscape and visual effects, through the creation of a positively designed western settlement edge to Clacton. As part of the landscape design it is proposed that existing trees and hedgerows

on the site boundary would be retained and enhanced by new native planting and a substantial landscape buffer to the western boundary created.

- 6.35 The Tree and Landscape Officer confirms that the largest specimen trees are situated on the northernmost part of the land, and in order to assess the impact of the development on trees and other vegetation on the application site and on adjacent land the applicant has submitted a tree report and survey. This information is in accordance with BS5837: 2012 Trees in relation to design, demolition and construction.
- 6.36 As highlighted above, requirement h) of Policy SAMU4 is for the design and layout of the development to have regard to the surrounding landscape, seeking to minimise visual impacts through the inclusion of mitigation measures to developer links with the existing landscape and access features. A minimum 20 metre landscaping buffer along the western edge of site is required to minimise visual impacts and the application allows for this requirement and would ensure that the boundary trees and hedgerows can be retained for the long term.
- 6.37 Therefore, it is considered that the proposal would not give rise to significant adverse effects upon the surrounding landscape, subject to the mitigation measures proposed which could be secured through the submission of reserved matters and the imposition of appropriate conditions.

Ecology and Nature Conservation

- 6.38 One aim of sustainable development should be to conserve and enhance the habitats and species on site. This is reflected within NPPF paragraph 109 [**now 170**] which recognises that the planning system should contribute to and enhance the natural and local environment by:
- protecting and enhancing valued landscapes, geological conservation interests and soils;
 - recognising the wider benefits of ecosystem services;
 - minimising impacts on biodiversity and providing net gains in biodiversity where possible, contributing to the Government's commitment to halt the overall decline in biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures;
 - preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of soil, air, water or noise pollution or land instability; and
 - remediating and mitigating despoiled, degraded, derelict, contaminated and unstable land, where appropriate.
- 6.39 The PPG highlights that section 40 of the Natural Environment and Rural Communities Act 2006, which places a duty on all public authorities in England and Wales to have regard, in the exercise of their functions, to the purpose of conserving biodiversity. A key purpose of this duty is to embed consideration of biodiversity as an integral part of decision making throughout the public sector, which should be seeking to make a significant contribution to the achievement of the commitments made by government in its Biodiversity 2020 strategy.
- 6.40 With respect to Green infrastructure, the PPG defines this as a network of multifunctional green space, urban and rural, which is capable of delivering a wide range of environmental and quality of life benefits for local communities. Green infrastructure is not simply an alternative description for conventional open space. As a network it includes parks, open spaces, playing fields, woodlands, but also street trees, allotments and private gardens. It can also include streams, canals and other water bodies and features such as green roofs and walls.

- 6.41 The ES states that the site predominantly comprises of agricultural habitats bordered by species-poor native hedgerows that support a range of protected species including breeding birds and reptiles. The site is located close to the coast and within 5km of two sensitive ecological sites. The indirect effects of the Proposed Development arising from increased human disturbance pressures on the nearby coastal European designated sites have been considered and suitable alternative natural green space is to be provided within the proposed development to reduce recreational pressure on the designated sites.
- 6.42 A habitat management plan would be implemented to maintain habitat quality for breeding birds, reptiles, notable mammals and invertebrates and reduce human disturbance on these features. This would enhance boundary and grassland habitats within the site, with the proposed development being designed with a range of mitigation and enhancement measures to ensure no net loss of biodiversity and no significant adverse significant effects on ecology features. The implementation of habitat management would ensure that for some features there are a range of net benefits for biodiversity in line with national planning policy.
- 6.43 Natural England has stipulated that based on the information originally provided in support of the application, their view was that there was insufficient information to allow likely significant effects to the Essex Estuaries Special Area of Conservation (SAC) and the Colne Estuary SPA and Ramsar site to be ruled out. They also considered that there was insufficient information to rule out adverse effects to the Colne Estuary Site of Special Scientific Interest (SSSI). Their advice was given in respect of the Conservation of Habitats & Species Regulations 2017 (as amended) and the Wildlife and Countryside Act 1981 (as amended).
- 6.44 Natural England welcome that the Project Habitats Regulations Assessment (HRA) submitted in support of the development proposal acknowledges the impact pathway of increased recreational pressure on coastal designated sites in Essex, including the Colne Estuary. This is as a result of increased recreational use by residents of new development within walking or driving distance of them. They note that the proposed 13 ha of green space “will provide adequately for the increased recreational pressure and no further mitigation will be required” (as set out within the Project HRA).
- 6.45 Natural England’s current advice is that the mitigation of such impacts requires more than one type of approach, typically involving a combination of ‘on-site’ informal open space provision and promotion (i.e. in and around the development site) and ‘off-site’ visitor access management measures (i.e. at the designated site(s) likely to be affected).
- 6.46 In response to this, the applicant has provided a further commentary upon the points raised in the Natural England letter, and state that they concur with the need to provide Suitable Alternative Natural Green Space (SANGS) on the site. The landscape scheme at the Reserved Matters stage would include the following: An area of Public Open Space (POS) of 13ha, of which 10.7ha (64%) would be specifically designed to meet Natural England’s SANGS criteria, including a single large block of 4.5ha in the southern section with a central open water/wetland feature, and 6.7ha of linear park long sections of the west, northwest and eastern site perimeters.
- 6.47 A total of 5.15km of paths would be created on the site, including a 4.4km coherent circular route, with a subsidiary 750m linking arc to take in the eastern linear park area. Of these paths 3.1km would be within the dedicated SANGS POS, of which 1.35km would be around the southern park, focused on the large water feature. Paths in the northern perimeter linear park would focus on the two water features to be created there. All these paths would link directly to existing Public Rights of Way (PRoW) adjacent to the site.

- 6.48 The applicant suggests that the following measures to promote on site recreational activity are set out within a suitably worded planning condition:
- High-quality, informal, semi-natural areas;
 - Circular dog walking routes of >2.7 km² and/or with links to surrounding public rights of way (PRoW);
 - Dedicated 'dogs-off-lead' areas;
 - Signage/leaflets to householders to promote these areas for recreation; and
 - Dog waste bins and regular management of these facilities.

Comments on this information from Natural England are yet to be received, an update will be provided at Planning Committee.

- 6.49 However, whilst these measures fulfil Natural England's advice for on-site mitigation, they also state that the unique draw of designated sites such as those identified above means that, even when well-designed, 'onsite' provisions are unlikely to fully mitigate impacts. They therefore advise that consideration of 'off-site' measures is also required as part of the mitigation package for predicted recreational disturbance impacts.
- 6.50 Natural England highlight that the Council's emerging Local Plan HRA includes a commitment to a cross-authority solution to delivering such 'off site' measures at the strategic level. Once adopted, this emerging strategy – the Essex Coast Recreational disturbance Avoidance and Mitigation Strategy (RAMS) – will specify requirements for developer contributions to an agreed and costed scheme of 'offsite' measures to help avoid and mitigate recreational disturbance impacts to designated sites. For other similar strategies, such measures have included visitor engagement (e.g. wardening, responsible dog owner projects etc.), visitor access management (e.g. screening of sensitive areas using tree planting, fencing, hides etc.) and visitor education/ information (e.g. footpath way markers, information boards, SPA discs etc.). The Essex Coast RAMS is set to be adopted in Autumn 2018; in the interim period, they advise that the Project HRA should investigate how the development fits with the emerging RAMS and whether or not a proportionate financial contribution can be secured in line with the project. They state that at this outline stage it may be possible to secure full adherence with the emerging RAMS at the reserved matters stage via a suitably worded planning condition.
- 6.51 In response to this the applicants state that whilst they note that the Essex RAMS is currently scheduled to be published in October 2018, in the interim, Natural England advises that a solution which has been agreed with TDC for other residential developments coming forward ahead of the Essex Coast RAMS and at the outline stage, for example 17/02162/OUT - Land to The South of Thorpe Road Weeley and 17/02168/OUT – Land west of Low Road, Dovercourt (both to be determined) is to secure full adherence with the emerging RAMS via a suitably worded planning condition; this is then to be agreed with TDC, including the necessary financial contribution at the Reserved Matters stage. For the purposes of their viability assessment they propose to assume a figure of £100 per unit (£95,000) for a RAMS payment. It is proposed to secure this contribution as part of the legal agreement.
- 6.52 In respect of habitats, Natural England state that as identified through the emerging Local Plan HRA, this allocation at Rouses Farm has 'moderate' potential to be used as an off-site SPA habitat (also known as 'functionally linked land' (FLL)) for golden plover and lapwing. As such, the Plan HRA required that wintering bird surveys be carried out to as part of the ecological surveys to further determine potential importance for golden plover and lapwing and inform any necessary mitigation proposals. They note from the Environmental Statement that wintering bird surveys were undertaken with the conclusions as follows: "No species of bird which is listed as a qualifying feature of the Colne Estuary SPA was

recorded. Despite the limitation placed by the late dates of the two surveys, there is nothing to suggest that SPA species are likely to use the Application Site earlier in the winter. There are also no records in The Essex Bird Reports (2010 and 2012) suggesting this area is used by SPA species". On this basis, they have no objections in this respect.

- 6.53 With regard to water quality, Natural England state that as identified through the emerging Plan HRA, this allocation could also potentially lead to significant adverse effects on designated sites through changes in water quality. The Plan HRA highlighted that Anglian Water have previously identified that there is insufficient capacity at some of the Water Recycling Centres (WRCs) in Tendring to accommodate growth proposed within the emerging Local Plan. Some of these WRCs (including Jaywick which is the closest to the proposed development) are linked to the Colne Estuary and so adequate wastewater infrastructure must be provided in time to serve proposed development in order to ensure protection of the environment in this regard and avoid potential impacts to designated sites. They therefore advise that the advice of Anglian Water is followed and that the condition requested in their consultation response is secured.
- 6.54 Therefore, in conclusion on this issue, it is considered that the proposal would not give rise to significant adverse effects upon ecology and nature conservation subject to the mitigation measures proposed which could be secured through the submission of reserved matters and the imposition of appropriate conditions.

Heritage

- 6.55 Protecting and enhancing the historic environment is an important component of the NPPF's drive to achieve sustainable development, and the appropriate conservation of heritage assets forms one of the 'Core Planning Principles' that underpin the planning system. Paragraph 127 [now 189] of the NPPF states that in determining applications, local planning authorities should require an applicant to describe the significance of any heritage assets affected, including any contribution made by their setting. NPPF para. 129 goes on to say that local planning authorities should identify and assess the particular significance of any heritage asset that may be affected by a proposal (including by development affecting the setting of a heritage asset) taking account of the available evidence and any necessary expertise. They should take this assessment into account when considering the impact of a proposal on a heritage asset, to avoid or minimise conflict between the heritage asset's conservation and any aspect of the proposal.
- 6.56 Section 66(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990 stipulates that in considering whether to grant planning permission for development which affects a listed building or its setting, the local planning authority shall have special regard to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses.
- 6.57 There is one listed building in proximity to the application site, which is Duchess Farmhouse, a grade II listed building which is located diagonally opposite the north eastern-most part of the site, on the other side of St John's Road. The listed building is set well back from the road with mature evergreen boundary hedging intervening. Further, whilst only indicative, the section of the site closest to the listed building comprises a modestly sized paddock, identified as parcel R9 on the Masterplan and separated by the main residential development by the proposed Primary School. Consequently, it is considered that the setting of this designated heritage asset would not be harmed by the proposal.

Archaeology

- 6.58 In terms of Archaeology, the desk based assessment (DBA) highlights the moderate to high potential for the site contain archaeological remains of local to regional significance,

however it fails to consider the significance of the finding of excavations at Lodge Farm close by to the west which took place over a number of years ahead of mineral extraction. Cropmarks of a potential cursus lie within the study area which forms part of the cropmark complex identified at Lodge Farm. Excavation at Lodge Farm revealed a large Neolithic causewayed enclosure of three roughly concentric circuits of discontinuous ditches. Within the interior of the monument were Neolithic pits, a pond barrow, Middle Bronze Age ring-ditches and Early and Middle Bronze Age cremations. A middle Iron Age enclosed settlement consisting of roundhouses, granaries and other post-built structures was also uncovered (EHER18332). This would likely be considered 'of schedulable quality' had the site not been quarried. The proposed development site clearly sits within this same extensive prehistoric landscape and has recorded cropmark evidence for a number of barrows of probable Bronze Age date.

- 6.59 The Environmental Statement submitted in support of the application contains a number of statements within the Archaeology and Cultural Heritage Chapter which do not correspond or concur with the results of the archaeological desk based assessment and geophysics survey which have been carried out as initial evaluation methods in support of the application. As a result of this Essex County Council Archaeology are of the view that the Environmental Statement is inaccurate in places and fails to adequately establish the significance of the known heritage assets and in line with the NPPF further evaluation is required to determine the significance of the know heritage assets and the work carried out so far has failed to establish this. On similar sites to this a programme of rectification of aerial photos and targeted trial trenching would normally be considered an appropriate evaluation method.
- 6.60 The comments of Essex County Council Archaeology and this information would normally be required in advance of a planning decision, but given that this is an outline condition with all matters reserved apart from access, it is considered reasonable for this information to be required as part of the reserved matters application.

Transport & Access

- 6.61 Where concerning the promotion of sustainable transport, the NPPF in para. 29 states that the Government recognises that different policies and measures will be required in different communities and opportunities to maximise sustainable transport solutions will vary from urban to rural areas. Para. 32 [**now 111**] of the NPPF stipulates that all development that could generate significant amounts of vehicle movements should be supported by a Transport Assessment to ensure, amongst other things, that suitable access to the site can be achieved and that opportunities for sustainable transport modes are explored to reduce the need for major transport infrastructure. Development should only be prevented where the residual cumulative impacts are likely to be severe. Furthermore, the NPPF in para. 34 [**now 103**] seeks to ensure that developments that generate significant movement are located where the need to travel will be minimised and the use of sustainable transport modes can be maximised. However this needs to take account of policies set out elsewhere in the Framework, particularly in rural areas.
- 6.62 On this subject, the PPG goes into more detail into the overarching principles on Transport Assessments, with Requirement j) of Policy SAMU4 being for the incorporation of highway capacity, safety, public transport, cycle, pedestrians and bridleways service and/or infrastructure enhancements. It also requires a safe cycle path/footpath between the development and the Clacton Coastal Academy and the new primary school. In addition, SAMU4 Requirement i) is for a spine road of 6.75 metres carriageway width to link St. John's Road and Jaywick Lane capable of accommodating buses and other large vehicles and enabling traffic calming measures or access restrictions to be implemented in Jaywick Lane to the benefit of existing residents in the area.

6.63 A full audit of the highway network surrounding the application site has been undertaken by the applicant to identify land uses and locations that should be considered as sensitive receptors. These include Clacton Coastal College and children's nursery, the congested junctions of St John's Road/A133 and St John's Road/Cloes Lane, the residential properties fronting St John's Road, Jaywick Lane and Little Clacton Road. An assessment of both the construction and operational phases of the proposed development has been undertaken. During the construction phase the following effects were identified:

- Construction traffic - increase in traffic and proportion of HGVs leading to fear and intimidation and driver delay, although this is not likely to be significant.

6.64 During the operational phase the following effects were identified:

- Severance – likely to increase on St John's Road and Jaywick Lane, particularly near the site accesses. Pedestrian crossing facilities are proposed to be incorporated in the site access junction on St John's Road. On Jaywick Lane, near the site access, there is no footway on the opposite side of the road so little demand for pedestrians to cross (negligible);

- Driver delay – likely to increase at the junctions of St John's Road/Jaywick Lane, St John's Road/Cloes Lane and St John's Road/A133 (significant);

- Pedestrian amenity and delay – no roads experience a significant reduction in amenity or increase in delay (negligible);

- Fear and intimidation – the proportion of HGVs in the operation phase is unlikely to rise and traffic flow increases are generally below 30%. Roads considered have been observed to have low pedestrian flows and crossing demand (negligible);

- Accidents and safety – no particular accident pattern has been identified across the highway network and, therefore, accidents are unlikely to increase (not significant). Several mitigation measures have been identified to address any potentially significant traffic related effects resulting from the increased traffic flow associated with the Proposed Development. These mitigation measures include:

- Provision of new traffic signals junctions at the site access, incorporating pedestrian crossing facilities on St John's Road (minor beneficial);

- Provision of high quality pedestrian and cycling links throughout the site and connecting to the surrounding highway network (minor beneficial);

- Site layout designed to accommodate buses – minor beneficial;

- Implementation of a Construction Traffic Management Plan (minor adverse);

- Improvements to St John's Road/Jaywick Lane junction (minor to moderate beneficial);

- Redesign of St John's Road/Cloes Lane junction as a traffic signals junction with pedestrian crossing facilities on all approaches (minor to moderate beneficial);

- Modifications to St John's Road/Peter Bruff Avenue junction (minor beneficial);

- Improvements to St John's Road/A133 roundabout (minor beneficial);
- Implementation of a Travel Plan (minor beneficial).

6.65 The results of the assessment have indicated that the potential adverse environmental effects resulting from the increase in traffic generated by the Proposed Development are predicted to be minor or negligible, providing that the mitigation measures are implemented.

6.66 ECC Highways state that they have assessed the highway and transportation impact of the proposal including full assessment of the Transport Assessment, examination of all documents submitted, and undertaken a site visit and does not wish to raise an objection subject to the imposition of conditions to cover the following:

- A Stage 1 Road Safety Assessment in relation to the proposed highway mitigation measures.
- The following worked being undertaken at the Developer's expense prior to first occupation:
 - The formation of a signalised junction onto St John's Road for the northern access point
 - The formation of a signalised junction onto Jaywick Lane for the southern access point
 - A 3m wide Cycleway/Footway across the St John's Road frontage
 - A 3m wide Cycleway/Footway across the Jaywick Lane frontage
 - The routing of bus services through the development site spine road including appropriately positioned bus stops
 - Residential Travel Plan for the whole development, and all residential dwellings to receive transport info marketing packs
 - All on-site parking facilities to accord with current policy standards
 - For the St John's Road/Jaywick Lane junction, improvements to include:
 - Provision of a standard roundabout (increasing the inscribed circle diameter to 22m)
 - Increasing the entry width of both St John's Road approaches to the roundabout,
 - Provision of a 'through lane' on St Johns Road.
 - For the Woodrows/Cloes/St John's junction, signalisation of the junction
 - For the St John's Road/Peter Bruff Avenue junction, increasing the entry width of both St John's Road approaches to the roundabout
 - For the St John's/A133 Roundabout, prior to occupation of the development, increase the flare length and entry width of both the St John's Road (w) approach and the London Road (s) approach to the roundabout or pay an index linked contribution, the value of which shall be the equivalent of the aforementioned works.
 - No discharge of surface water onto the highway
 - Details of wheel cleaning facilities
 - Submission of a Construction Method Statement
 - Sizes of vehicular parking spaces and garages

[These are superseded by the recommendations contained in the Highway Authority's latest letter as explained above.]

6.67 It is considered that these provision would satisfy the PPG tests for planning conditions; and planning obligations set out in the CIL Regs as they are necessary to make the development acceptable in planning terms; directly related to the development and fairly and reasonable related to the development in scale and kind. Again, the application is consistent with the requirements of Policy SAMU4 and the precise details in respect of transportation and access will be confirmed at the reserved matters stage/s.

6.68 Therefore it is considered that the proposal, during either the construction or operational phases would not have a detrimental effect upon the highway network or the general accessibility of the surrounding area with sustainable mitigation measures proposed and to be secured by the appropriate means.

Air Quality

6.69 NPPF paragraph 109 [**now 170**] states that the planning system should contribute to and enhance the natural and local environment by, amongst other things, preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels air pollution. Para. 124 [**now 181**] of the NPPF stipulates that planning decisions should aim to ensure that any new development in Air Quality Management Areas (AQMA) is consistent with the local air quality action plan. The site isn't within an AQMA, however Dust Assessment and Mitigation Measures specified by The Institute of Air Quality Management (IAQM) can be secured by way of planning condition. The PPG provides more detailed advice on air quality.

6.70 As confirmed in the ES, baseline air quality conditions in the area are of a good standard, with no exceedance of the national air quality objective values predicted or measured. No significant effects on local air quality are likely as a result of the construction and operation of the proposed development. Standard practice dust mitigation measures will be implemented to control dust emissions to the extent that a significant effect does not occur during construction. Standard practice travel plan options are also suggested, to further reduce the limited impacts predicted as a result of operation traffic emissions.

6.71 Environmental Health confirm that they are satisfied with the content of the Construction Management Plan (CMS) and will require no further information or have no adverse comments at this time.

6.72 In the absence of significant operational effects and taking into consideration the low background air pollutant levels, the site is considered to be suitable for development in air quality terms. Therefore it is considered that the proposal, during either the demolition/construction or operational phases would not have a detrimental effect upon the air quality of the surrounding area.

Noise & Vibration

6.73 As previously referred to in this report, NPPF paragraph 109 [**now 170**] states that the planning system should contribute to and enhance the natural and local environment, in this case by, inter alia, preventing both new and existing development from contributing to or being put at unacceptable risk from noise pollution. Para. 123 [**now 180**] of the NPPF stipulates that planning decisions should aim to avoid noise from giving rise to significant adverse impacts on health and quality of life as a result of new development; and mitigate and reduce to a minimum other adverse impacts on health and quality of life arising from noise from new development, including through the use of conditions.

6.74 The PPG states that noise needs to be considered when new developments may create additional noise and when taking decisions about new development, there may also be opportunities to consider improvements to the acoustic environment. It goes on to say that decision taking should take account of the acoustic environment and in doing so consider:

- whether or not a significant adverse effect is occurring or likely to occur;
- whether or not an adverse effect is occurring or likely to occur; and
- whether or not a good standard of amenity can be achieved.

- 6.75 A baseline noise survey has been undertaken and measurements taken over a representative time period. The noise levels have then been used to determine noise sources and levels affecting the Proposed Development. Noise from additional road traffic associated with the scheme is unlikely to have a significant effect. Any impact of noise and vibration associated with construction activity would be managed through controls on the hours of construction. All new dwellings would be designed to ensure that an acceptable living environment can be achieved. The Proposed Development has been assessed and it has been identified that with the appropriate mitigation measures in place, there would be no significant effect to new or existing noise sensitive receptors.
- 6.76 Environmental Protection confirm that they are satisfied with the content of the acoustic report and require no further information or have no adverse comments at this time.

Soils and Agriculture

- 6.77 The NPPF states that 'Local planning authorities should take into account the economic and other benefits of the best and most versatile agricultural land. Where significant development of agricultural land is demonstrated to be necessary, local planning authorities should seek to use areas of poorer quality land in preference to that of a higher quality'.
- 6.78 The ES confirms that the application site comprises approximately 39 ha of agricultural land used for arable cropping, including sugar beet, wheat and potatoes, and for the production of turf. A detailed soil and Agricultural Land Classification (ALC) survey of the application site has been undertaken. This survey has found that there are two main soil types on the site which reflect the drift geology. Soils with coarse-textured and very stony sub soils occur in the south-central part of the land; some of these also have a high percentage of stones in the top soils. The north western and southern parts of the land have fine-textured soils with slowly permeable layers. The ALC survey found that slightly over half of the site is classified as Grade 2, which is very good quality agricultural land. The remainder, in two separate areas to the north and south, is classified as Sub-grade 3a, which is good quality agricultural land. The Grade 2 land is limited by soil wetness, whilst the Sub-grade 3a land is limited in different parts by soil wetness, soil droughtiness and stone content.
- 6.79 Consequently, the proposal would involve the loss of 39 hectares of best and most versatile agricultural land in Grades 2 and 3a during the construction phase. The permanent loss of agricultural land cannot be mitigated, and this effect is considered to be significant. However, good practice would ensure that the soils on the site can continue to provide their various functions both on and off site. However, having regard to the presumption in favour of sustainable development, It is considered that the loss of this particular site from agricultural use is not considered to represent a sufficient basis for resisting the scheme, notwithstanding a preference for developing brownfield sites wherever possible.

Hydrology, Flood Risk & Drainage

- 6.80 Part 10 **[now 148]** of the NPPF sets out the Government's stance on climate change, flooding and coastal change, recognising that planning plays a key role in, amongst other things, providing resilience to the impacts of climate change. Inappropriate development in areas at risk of flooding should be avoided.
- 6.81 The site is currently a greenfield site with existing local watercourses adjacent to the western and southern boundaries which eventually outfall to the sea, it is located within Flood Zone 1 and is therefore at low risk from tidal/fluvial flooding. No infiltration of surface water is proposed, ensuring that the groundwater quality on site would not be affected or possibly contaminated. Construction would also be managed and controlled to ensure no contamination of groundwater is caused during the construction phase.

- 6.82 Having reviewed the proposals and associated documents which accompanied the planning application, ECC Flood and Water Management confirm that, subject to the imposition of reasonable planning conditions, the proposal would provide appropriate measures to manage surface water through the implementations of SUDS and other engineered hydrological measures.
- 6.83 Requirement m) of Policy SAMU4 is for early engagement with Anglian Water to secure upgrades to both treatment infrastructure and network and to formulate a water and drainage strategy to serve the new development. In response to the application Anglian Water state that the foul drainage from this development is in the catchment of Jaywick Water Recycling Centre, which currently does not have capacity to treat the flow from the development site. They state that they are obligated to accept the foul flows from development with the benefit of planning permission and would therefore take the necessary steps to ensure there is sufficient treatment capacity should the planning authority grant planning permission.
- 6.84 Anglian Water stated that the development would lead to an unacceptable risk of flooding downstream, therefore a drainage strategy would need to be prepared in consultation with them to determine mitigation measures. They request that a condition requiring the drainage strategy covering the issue is imposed. From this basis it is considered that the Council could not substantiate reasons for refusal of planning permission in respect of sewerage capacity; and the proposal would not give rise to flood risk emanating from surface water generated by the proposal.
- 6.85 Overall no significant adverse or cumulative effects on water resource receptors have been identified during the construction and operational phases of the proposed development, therefore it would be compliant with legislation and planning policy.

Ground Conditions and Contamination

- 6.86 Para. 120 **[now 170]** of the NPPF states that to prevent unacceptable risks from pollution and land instability, planning decisions should ensure that new development is appropriate for its location. The effects (including cumulative effects) of pollution on health, the natural environment or general amenity, and the potential sensitivity of the area or proposed development to adverse effects from pollution, should be taken into account. Where a site is affected by contamination or land stability issues, responsibility for securing a safe development rests with the developer and/or landowner.
- 6.87 Historically the site has predominately been used for agriculture and has not been developed with the exception of land in the northeast corner of the subject site which was formally occupied by a building of unspecified use. The buildings in the north east corner are considered to be a potential source of contamination. A localised area of contamination was identified within the paddock located in the north east corner of the site. It is considered within the ES that this localised area of contamination may potentially pose a significant risk to human health of the future residents accordingly further investigation will be undertaken prior to construction to ensure acceptable conditions can be achieved. Therefore, an appropriately worded condition should be imposed upon any grant of planning permission.

Socio-economics

- 6.88 For the avoidance of doubt and duplication, the socio-economic impacts that would be mitigated through planning obligations (in addition to those cited above) secured through S106 of the Town and Country Planning Act 1990, and the policy basis for requiring them, are included in this section of the report. Ultimately, para. 203 **[now 54]** of the NPPF states that local planning authorities should consider whether otherwise unacceptable

development could be made acceptable through the use of conditions or planning obligations. Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.

6.89 Consequently, this section also outlines the manner in which planning obligations would satisfy the tests set out in the Community Infrastructure Levy Regulations 2010 (CIL Regs) and paragraph 204 **[now 56]** of the NPPF, which states that obligations should only be sought where they meet all of the following tests:

- necessary to make the development acceptable in planning terms;
- directly related to the development; and
- fairly and reasonably related in scale and kind to the development.

6.90 The final core planning principle as set out within para. 17 **[now 92]** of the NPPF requires the planning system to take account of and support local strategies to improve health, social and cultural wellbeing for all, and deliver sufficient community and cultural facilities and services to meet local needs.

6.91 The ES states that the proposed development would provide up to 950 dwellings which would result in a number of significant beneficial effects relating to: The creation of jobs during the construction phase; Supporting a larger economically-active population; Provision of new healthcare and education facilities onsite; Provision of public open space; and the provision of new open-market and affordable dwellings in a district experiencing a shortfall in housing provision. The potential for significant adverse effects arises from the increase in population which, if unmitigated, would increase pressure on local healthcare and education facilities. However, the proposal incorporates a two form-entry primary school and a 1,500 sq m medical centre, which would address the needs arising from the development and would assist in meeting the needs arising from the existing population, resulting in a net beneficial effect. It also states that the proposed development would give rise to many significant beneficial socio-economic effects and incorporates mitigation measures to ensure any additional pressure on local facilities is addressed.

Affordable Housing

6.92 Para. 50 **[now 62]** of the NPPF requires, amongst other things, LPAs where they have identified that affordable housing is needed, to set policies for meeting this need on site, unless off-site provision or a financial contribution of broadly equivalent value can be robustly justified and the agreed approach contributes to the objective of creating mixed and balanced communities.

6.93 Adopted Policy HG4 seeks up to 40% of dwellings on large housing sites to be secured as affordable housing for people who are unable to afford to buy or rent market housing, whereas draft Policy LP5 requires up to 30% of new homes on large development sites to be made available to the Council or a nominated partner, at a discounted price, for use as Affordable Housing or Council Housing, subject to viability testing.

6.94 With the assistance of external consultants Officers are currently working with the applicant to ascertain the level of affordable housing that the development can reasonably provide. Any updates to this will be reported to Members at the committee meeting.

Community Facilities/Neighbourhood Centre

6.95 NPPF paragraphs 69 and 70 **[now 91]** state that the planning system can play an important role in facilitating social interaction and creating healthy, inclusive communities. Planning decisions, in turn, should aim to achieve places which promote opportunities for meetings

between members of the community, by planning positively for the provision and use of shared space, community facilities.

- 6.96 Requirement c) of Policy SAMU4 is for the development to provide a new neighbourhood centre. Accordingly, the application description includes a new neighbourhood centre comprising a local healthcare facility of up to 1500 sqm NIA (Net Internal Area) and up to 700 sqm GFA (Gross Floor Area) for use classes A1 (shops), A3 (food and drink) and/or D1 (community centre). The indicative masterplan shows the location of this at the Jaywick Lane end of the site.
- 6.97 Requirement d) of Policy SAMU4 is for a site for a new healthcare facility to meet the primary health care needs of the growing population in West Clacton. In its representations on the Local Plan, the NHS asked for this to be modified to allow for either new infrastructure or a financial contribution and has confirmed that it is a financial contribution of just under £330,000 that will be required.

Crime

- 6.98 NPPF paragraph 69 [**now 91**] states that planning decisions should also aim to achieve safe and accessible environments where crime and disorder, and the fear of crime, do not undermine quality of life or community cohesion.
- 6.99 Essex Police raise no specific objection to the proposal, but advise that the developer should liaise with their Crime Prevention Design Advisors in the early stages of the planning and throughout the development, so as to ensure that the properties achieve Secured by Design accreditation. The objective of this being to ensure that the security of these properties, potential residents and neighbours is relevant to the location and anticipated risk. This is a matter that will be dealt with as part of any reserved matters application.

Education

- 6.100 NPPF paragraph 72 [**now 94**] states that the Government attaches great importance to ensuring that a sufficient choice of school places is available to meet the needs of existing and new communities. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education. They should: Give great weight to the need to create, expand or alter schools; and Work with schools promoters to identify and resolve key planning issues before applications are submitted.
- 6.101 In accordance with requirement b) of draft Policy SAMU4, a new 2 form entry primary school with co-located 56 place early years and childcare facility (D1) use on 2.1 hectares of land is proposed to be provided as required by the Local Education Authority (LEA) through Section 106 Planning Obligations. The application makes provision for this requirement and the applicant has liaised directly with Essex County Council in its capacity as the local education authority to determine where and how this will be delivered.
- 6.102 Furthermore, requirement k) of draft Policy SAMU4 is for a financial contribution to early years and childcare and secondary education provision, also as required by the LEA through Section 106 Planning Obligations. The financial contributions, based on the summarised consultation response from ECC Education above, are thus:
- Early Years & Childcare: £1,031,789 for a 56 place nursery + £421,051 for offsite early years provision;
 - Primary Education: £4,246,642.50 towards a new primary school to be provided on the 2.1ha site;
 - Secondary Education: £3,675,550 towards secondary school places.

- 6.103 Again, with the assistance of external consultants Officers are currently working with the applicant to ascertain the level of affordable housing that the development can reasonably provide. Any updates to this will be reported to Members at the committee meeting. **[Independent viability testing has now confirmed that the affordable housing requirement should be reduced to ensure the scheme is viable and can afford the above contributions. The level to which they are reduced is however still the subject of negotiation and further re-examination in light of the developer and landowner's concerns.]**

Public Open Space

- 6.104 NPPF para. 73 **[now 96]** states that access to high quality open spaces and opportunities for sport and recreation can make an important contribution to the health and well-being of communities; and Requirement e) of Policy SAMU4 is for minimum of 5 hectares of Public Open Space (POS) to be provided within the development, predominately at the southern end of the site to help maintain and strengthen the sense of openness between Jaywick and West Clacton.
- 6.105 As highlighted above, the landscape scheme at the Reserved Matters stage would include: An area of POS of 13ha, of which 10.7ha (64%) would be specifically designed to meet Natural England's SANGS criteria, including a single large block of 4.5ha in the southern section with a central open water/wetland feature, a 6.7ha of linear park long sections of the west, northwest and eastern site perimeters and two areas of equipped childrens play area.
- 6.106 This would satisfy the Council's policy requirements and the POS would either be transferred to a management company or transferred to TDC with £364,800 with the land laid out before transfer of ownership. **[The developer has confirmed that the open space will be transferred to a management company].**

Reserved Matters - Appearance, Landscaping, Layout and Scale

- 6.107 Paragraph 56 **[now 124]** of the NPPF states that good design is a key aspect of sustainable development, is indivisible from good planning, and should contribute positively to making places better for people. Paragraph 58 states that developments should aim to 'establish a strong sense of place, using streetscapes and buildings to create attractive comfortable places to live, work and visit; and respond to local character and history and reflect the identity of local surroundings and materials'.
- 6.108 Requirement f) in Policy SAMU4 advocates a master-planned approach which the applicant has followed within the material in support of the application. The current application is an outline application with all matters reserved except access. The applicant has submitted an indicative masterplan drawing, in addition to parameter plans, setting out their vision for developing the site, which along with the Design and Access Statement demonstrate one way in which the site could be developed. As referred to above, detailed access drawings have also been submitted which identify the proposed main vehicular access points onto St. John's Road and Jaywick Lane.
- 6.109 The applicant states that it is intended that the proposal would take cues from the Essex Design Guide, and Officers consider that the proposal has the potential to respond positively to local character, provide buildings that exhibit individual architectural quality and a mix of densities and house-types with well-defined public and private spaces. The public realm through additional landscaping, street furniture and other distinctive features would assist in creating a sense of place, and provide streets and spaces that are overlooked and active, promoting natural surveillance and inclusive access, as well as including parking facilities that are well integrated as part of the overall design.

- 6.110 Although appearance, landscaping, layout and scale are reserved matters, the general principle of this level of development on the site is considered acceptable; and is in keeping with both the site's location on the edge of the town and along with the need to facilitate on site strategic landscaping, open space and the retention of existing landscape features.
- 6.111 Due to the scale of the development proposed, and in order to minimise disturbance to existing residents, as well as ensuring that the mix of housing meets the requirements of the Council's Strategic Market Housing Assessment, it is recommended that a Site Wide Housing and Phasing Strategy be submitted for approval prior to the submission of the first Reserved Matters application.

Living Conditions

- 6.112 One of the Core Principles set out in the NPPF is that planning should always seek to secure a high quality of design and a good standard of amenity for all existing and future occupants.
- 6.113 Whilst matters of layout and scale are reserved for future determination, with regard to privacy, the Essex Design Guide states that *"with rear-facing habitable rooms, the rear faces of opposite houses approximately parallel, and an intervening fence or other visual barrier which is above eye level from the potential vantage point, a minimum of 25 metres between the backs of houses may be acceptable"*. It goes on to state that *"where new development backs on to the rear of existing housings, existing residents are entitled to a greater degree of privacy to their rear garden boundary, and therefore where the rear faces of the new houses may not encroach any closer than 15 metres to an existing rear boundary, even though with a closer encroachment 25 metres between the backs of houses would still be achieved"*.
- 6.114 The distances between new and existing dwellings could be well in excess of those required by the Essex Design Guide and Officers consider that there are no reasonable grounds for refusal in terms of the relationship between existing dwellings in the locality and the proposed development. Consequently, adherence to these standards would ensure that the living conditions of existing residents would be protected from overlooking.
- 6.115 Furthermore, the illustrative masterplan indicates how landscaping could be retained and enhanced within the application site, so as to further mitigate the effects of the development. Officers consider that a detailed layout could be designed which achieves an appropriate relationship with the existing dwellings and which would also be sympathetic to the character of the surrounding area.
- 6.116 All in all it is considered that the above measures would ensure that the living conditions of existing and future residents would be protected from any materially detrimental impacts.

Planning Obligations under S106 of the Town and Country Planning Act 1990

- 6.117 In order to mitigate against the impacts of the development it is proposed to secure a legal obligation under Section 106 of the Town and Country Planning Act. These obligations have been referred to previously in this report, but to summarise cover the following:
- On-site Council Housing/Affordable Housing (the quantum and tenure to be agreed by the Head of Planning following the satisfactory completion of viability testing);
 - New healthcare facility or in the event the land is not required a financial contribution of just under £329,613 towards health facilities elsewhere (to be determined by the NHS);

- Transfer of new open space, including proposed equipped play areas to the Council or a management company;
- 2.1 ha of land for a new 2 form entry primary school and early years and childcare facility and financial contributions of £1,031,789.92 for Early Year and Childcare and £4,246,642.50 for Primary Education to go towards both their construction and expansion of existing facilities;
- Financial contribution of £3,675,550 to create additional secondary school places;
- New neighbourhood centre; and

6.118 Financial contributions towards off-site ecological mitigation. Overall, it is considered that the above satisfy the tests for planning obligations set out in the CIL Regulations, which are necessary to: make the development acceptable in planning terms; directly relate to the development; and fairly and reasonable related to the development in scale and kind.

[The s106 has been drafted to include all of the above as well as £500,000 for the routing of bus services through the development.]

Planning Balance/Conclusion

- 6.119 This is an application for Outline Planning permission, with all matters reserved with the exception of access. The applicant has provided details of how they propose to access the site off St. John's Road and Jaywick Lane; and the Local Highway Authority has no objection to the proposed arrangements. All other matters (Appearance; Landscaping; Layout; and Scale) are reserved and it can therefore be said that the application seeks to establish the principle of residential development of the site.
- 6.120 NPPF paragraph 14 **[now 11]** stipulates that at its heart is a presumption in favour of sustainable development, which should be seen as a golden thread running through both plan-making and decision-taking. For decision-taking this means approving development proposals that accord with the development plan without delay; but where the development plan is absent, silent or relevant policies are out-of-date, granting permission unless: any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework taken as a whole; or specific policies in the Framework indicate development should be restricted.
- 6.121 It has been acknowledged that the site is currently situated outside a defined settlement boundary, and therefore for all intents and purposes rural policies of restraint apply. However, the site is specifically allocated through Policy SAMU4 for a mix of residential development, community facilities and public open space in the emerging Local Plan. This can be afforded some weight in the decision making process due to it being at the Publication Draft stage, and is a material consideration in the determination of this planning application.
- 6.122 The application is accompanied by an Environmental Statement, which concludes that no significant adverse or cumulative effects on the environment have been identified during the construction and operational phases of the proposed development, therefore it would be compliant with legislation and planning policy.
- 6.123 In addition, whilst outline in form, Officers are content that subject to the imposition of reasonable planning conditions **[including the revised conditions recommended by the Highway Authority]** and obligations that the general principle of this level of development on the site is considered acceptable; and is in keeping with both the site's location on the edge of the town and along with the need to facilitate on site strategic landscaping, open space and the retention of existing landscape features. Furthermore, the proposal would ensure that the living conditions of existing and future residents would be protected from any materially detrimental impacts whilst providing much needed housing within the District.

Background Papers

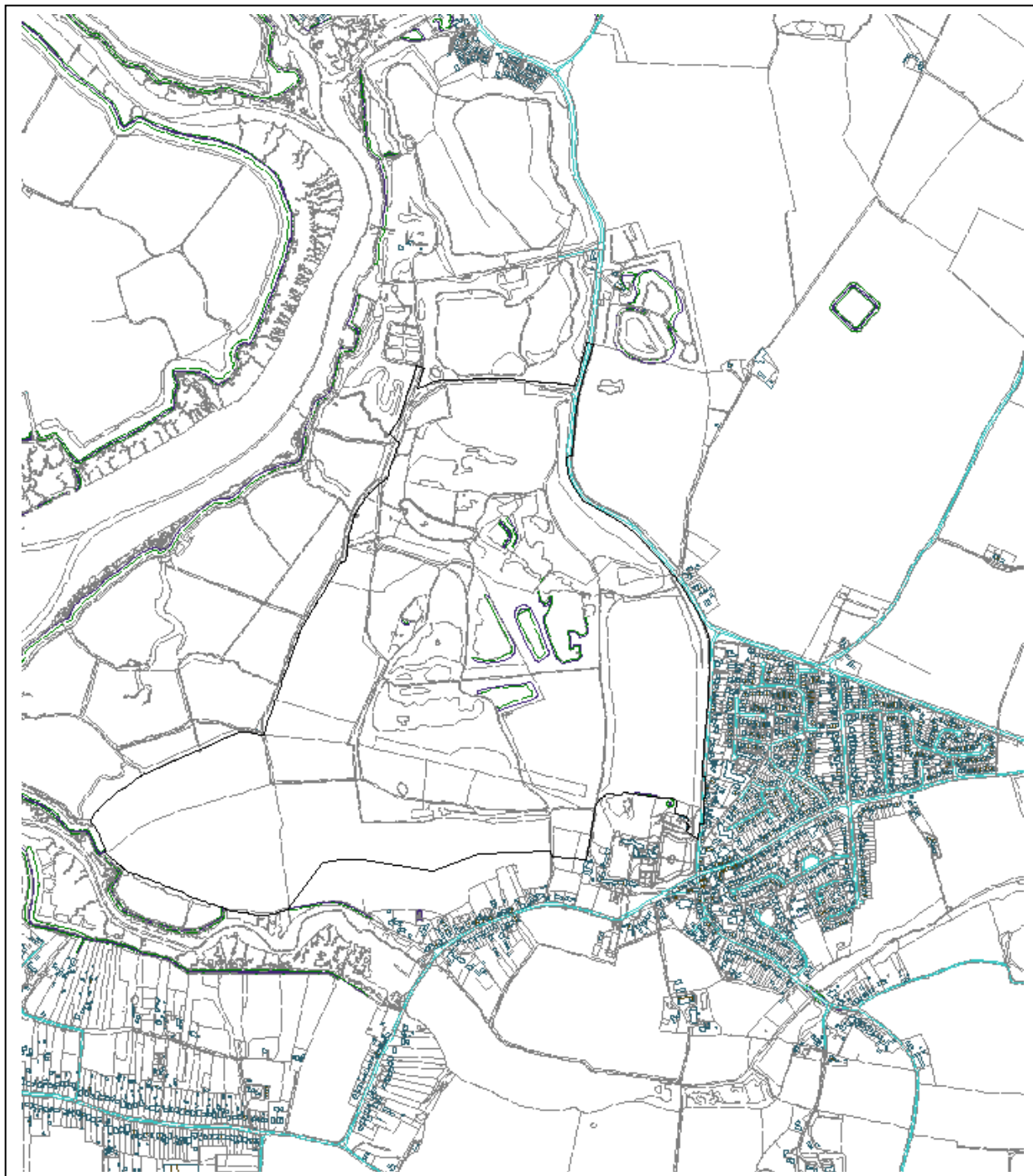
Essex County Council's revised Highway's recommendations dated 3rd August 2018

PLANNING COMMITTEE

12TH MARCH 2019

REPORT OF THE HEAD OF PLANNING

A.2 BUSINESS STRATEGY – ST OSYTH PRIORY, ST OSYTH, CLACTON ON SEA, CO16 8NZ



DO NOT SCALE

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Application: 16/00671/FUL &
16/00656/FUL

Town / Parish: St Osyth

Owner: St Osyth Priory Estate Limited

Address: St Osyth Priory, The Bury, St Osyth, Clacton on Sea, Essex CO16 8NZ

Development: Submission of business strategy in accordance with paragraph 4.3 of Part 1 to Schedule 1 of the S106 agreement dated 14th March 2018

1. Executive Summary

- 1.1 The purpose of this report is to determine whether the Council approves the draft Business Strategy for restoration of buildings at St Osyth Priory. The report recommends that the Business Strategy is not accepted and gives reasons for refusal and sets out as an alternative what would be required for a Business Strategy to be acceptable.
- 1.2 The report sets out the key provisions of the S106 agreement relating to this decision, summarises the submitted business strategy and assesses its content. It concludes that no evidence has been produced that the Business Strategy in conjunction with the Building Preservation Trust, being the St. Osyth Priory and Parish Trust and does not show that there is a realistic prospect of meeting the underlying purpose of the requirement for a business strategy.
- 1.3 As required by the S106 agreement, the report sets out what alternative approach would be appropriate. It explains that the strategy should be a pragmatic bespoke plan that removes all references to estate-wide conservation deficits and focusses on grants, loans or enabling development directed as addressing the needs of the individual Additional Listed Buildings or groups of those buildings on a case by case basis.
- 1.4 Tim Sargeant, City & Country confirmed via email on 16th February 2019, that the Business Strategy has been prepared on behalf of the Owners by City & Country, who have worked with the Owners and the Trust to develop their individual business strategies that have been combined into the Business Strategy document. It is asserted that the document submitted to the Council is:
 - The formal Business Strategy, upon which approval is sought in accordance with Section 4.3; and
 - has been prepared in conjunction with the Trust,

The document was originally submitted to the Council as a final draft.

- 1.5 In the absence of evidence that the strategy has been prepared in conjunction with the Trust and on behalf of the current owners of the Priory, officers have confirmed that it is not accepted that the submitted document is a qualifying business strategy. It follows that the Council does not accept that the dispute resolution clause can be triggered.
- 1.6 Officers agreed to report the submitted Business Strategy to the Planning Committee including reasons for the decision recommended, which are as set out in this report.

Recommendation:

That the submitted Business Strategy is not approved because:

1. The Council is not satisfied that the Business Strategy has been prepared in conjunction with the Trust as required by the Agreement and therefore is not a qualifying Business Strategy.
2. Without prejudice to 1, the Business Strategy contains neither realistic nor viable proposals to secure the restoration of the Additional Listed Buildings (specified in the Section 106 Agreement) within the relevant 10 year period and therefore has not shown it can deliver on its essential aim under the Agreement;
3. This is because it is reliant upon enabling development proposals of unidentified scale and location justified by reference to a claimed Conservation Deficit of a minimum of £26M which is only partly related to the restoration of the Part 3 Buildings. Further, the scale of enabling development and / or public subsidy inherent in this approach appears out of proportion to the public benefits secured and would be unlikely ever to be sanctioned. It is therefore an approach which is neither realistic nor viable in practice.
4. As has been consistently maintained by the Council in meetings throughout 2018, the approach of this submitted Business Plan should be discarded in favour of a pragmatic, bespoke Business Plan which excises all references to estate-wide Conservation Deficits and focuses on grants, loans or enabling development directed at addressing the needs of the individual Part 3 Buildings or groups of those buildings on a case by case basis.

The Council's proposed alternative strategy:

Further proposals for enabling development for restoration of Part 3 Buildings in line with the Business Strategy must contain detail of the specific heritage asset(s) that would benefit and the proposed development site. This must include a viability appraisal for the heritage asset(s) concerned that has:

- An up to date condition survey for the heritage asset(s).
- An assessment of options for the Part 3 Buildings, in the context of the agreed strategy for the estate (appended to the Colliers Report at Appx.1), including options for spatial layout. Options should include a minimum cost option to make the asset(s) safe over the medium term. The assessment of options should involve, as a minimum, a business planner, conservation architect and quantity surveyor.
- Drawings for the preferred option.
- Costs of the options, verified by the quantity surveyor, and including professional fees, project management and enabling and infrastructure works.
- An estimate of income that will be generated, both from the asset itself and from other incremental income to the site resulting from it.
- An estimate of the true conservation deficit in respect of the relevant Part 3 Building(s), if the heritage asset(s) has income generating potential. This should not include a current market value because assets that have a conservation deficit should not have market value. Any development profit should reflect genuine financial risk taken in restoring the heritage assets concerned. Financial risk is related to the amount of equity contributed and/or security provided for loans.

2. Purpose

- 2.1 The purpose of this report is to determine whether the Council accepts and approves the draft Business Strategy for restoration of buildings at St Osyth Priory in accordance with the Section 106 Agreement. If the Council accepts the Business Plan as a qualifying Business Strategy but does not agree the business strategy it should give reasons for refusal and set out as an alternative what would be required for a Business Strategy to be acceptable.

3. Background and Relevant Planning History

- 3.1 Planning permission has been granted for various developments at St Osyth Priory as a catalyst for the restoration of the Priory buildings.

- 3.2 The main planning permissions for enabling development at St Osyth Priory are:

11/00333/OUT Wellwick: Erection of 190 dwellings on 16.3 hectares of land; new junction and access roads; driveways; parking; footpaths; landscaping and all ancillary works; use of land as an archery range; construction of access drive and layout of parking area including siting of storage container for archery equipment. The proposals also include for a new footway to be built along a section of Colchester Road, south of the Wellwick.

Approved 18.03.2016

16/00656/FUL West Field: Demolition of existing property at 7 Mill Street and the creation of 72 no. two, three and four bedroom houses, plus associated roads, car parking, garages and landscaping.

Approved 18.11.2016

16/00671/FUL Parkland: Erection of 17 dwellings for use as residential and holiday accommodation (C3 use); restoration of park landscape; bunding; re-grading of 9 hectares of land; construction and alterations to access driveway; landscaping and all ancillary works.

Approved 18.11.2016

- 3.3 Earlier planning applications for enabling development had been made, refused planning permission and dismissed at appeal, but the appeal decision was subsequently quashed. Fresh applications, 16/00656/FUL and 16/00671/FUL detailed above were submitted and granted planning permission part way through a public inquiry considering appeals against non-determination of the applications.

- 3.4 Prior to commencement of the public inquiry, the Planning Committee considered the planning applications on 18th October 2016 and resolved that:

(A) the Planning Committee endorses the view that the applications in their current form, based on the applicant's current approach and the latest information that has been provided, would have been REFUSED because the harm to the setting and significance of St. Osyth Priory, the registered parkland and the wider Conservation Area are not outweighed by the benefits of either proposal.

(B) the Planning Committee also endorses the view that approval of planning permission would have been agreed, in line with the advice of the Council's heritage and business planning advisors, if the applicants committed to enter into a Section 106 legal agreement to secure the following:

- 1) The preparation and subsequent approval by the Council of a medium-term (10-year) business strategy for the Priory, which should include a role for a charitable trust and appropriate public access;

2) Completion of the repair and reuse of all of the principal buildings and structures within the Priory complex, in line with an agreed survey of condition and order of priority, in addition to the works already secured under the Section 106 agreement related to the Wellwick development, within 10 years namely:

- i) Darcy House;
- ii) The Gatehouse (completion of works);
- iii) Abbot's Tower, chapel and 'Rivers wall';
- iv) Brewhouse;
- v) West Barn;
- vi) Tithe barn, cart shed and dairy;
- vii) Rose garden walls; and
- viii) Northern section of wall (with gate and windows) on the west side of the Bury.

3) A regular review mechanism within the Section 106 agreement to allow flexibility to take into account changes in economic conditions, other potential sources of funding and other relevant changes in circumstances.

- 3.5 Part way through the public inquiry the parties agreed Heads of Terms for a legal agreement in line with the Planning Committee's resolution.
- 3.6 Planning permission was granted subject to various conditions including one requiring completion of a legal agreement. The Section 106 legal agreement ("the Agreement") was agreed between the parties and completed on 14th March 2018 and is attached to this Report at Appendix 1
- 3.7 Planning permissions have also been granted for the conversion, repair and alteration of various buildings in the precinct. The full planning history for St Osyth Priory is attached at Appendix 2.
- 3.8 On the 29th January 2019, the Council's external solicitors received an email from the Sargeant's solicitors which expressly confirmed that the Westfield and Parkland development sites have now been transferred by a Transfer dated the 22nd January 2019 to St Osyth Priory Estate Limited and that the company have assumed the responsibility to perform the planning obligations in the Agreement relating to these developments. Consequently, any future discussions, correspondence and proceedings will be with the new Owners, St Osyth Priory Estate Limited.

4. Assessment

Buildings to be restored

- 4.1 The essence of the Heads of Terms was that the approval had to sit within the context of a realistic and viable business plan for the restoration of the principally important (not all) the Priory buildings. It was never anticipated that the approved development could fund all of the necessary restoration, but it was important that the funds it delivered were employed in a way which maximised the prospect of the key restoration occurring within a relevant 10 year period. In terms of future funding, the intention was that there be a hierarchy of grant funding, commercial loans and finally enabling development.
- 4.2 The most important buildings with which the Business Strategy is to be concerned (are the Additional Listed Buildings as defined by the Agreement and detailed in Schedule 1 Part 3 of the Agreement and are as follows:
 - Darcy House (where not provided for by already consented enabling development)

- The Gate House (completion of works save where not provided for by already consented enabling works)
- Abbots Tower, Chapel and “Rivers Wall”
- Brewhouse
- West Barn
- Tithe Barn, Cart Shed and Diary
- Rose Garden Walls
- Northern section of wall (with gate and windows on the west side of the Bury)

4.3 These Additional Listed Buildings are known as the Part 3 Buildings.

Relevant terms of the Agreement (for the purposes of this Report)

4.4 The starting point for the Council’s response to the Business Strategy must be in accordance with the terms of the Agreement.

4.5 Paragraph 4 of Part 1 to Schedule 1 of the Agreement contains the provisions for Additional Restoration (Business Plan) and states:

“4.1 Subject to the grant of all necessary statutory and other consents and approvals and subject to the availability of funding the Owner will separately aim to complete in conjunction with the BPT [Building Preservation Trust] the restoration of the buildings on Schedule 1 Part 3 within 10 years of Commencement.

4.2 The Owner will (in conjunction with the BPT) seek to generate income to facilitate such works in the following order of priority namely:

- (i) Grant funding*
- (ii) Commercial Borrowing on the Trust Property*
- (iii) Additional Enabling Development*

So as to facilitate the completion of the said Restoration of the Buildings in 4.1 above.

4.3 The Owner will in conjunction with the Trust prepare a Combined Business Strategy that realistically and viably seeks to achieve the restoration of the Listed Buildings at Part 3 of the Schedule. The Business Strategy will be submitted to the Council for approval. Failure by the Council to respond within 20 working days will represent an approval of the request. In the event that the Council does not agree the Business Strategy they must provide reasons for the refusal including an explanation of how it will fail to secure the future of the identified Listed Buildings and such other alternatives that they would find acceptable. If there is a dispute this will be referred within 21 calendar days for determination in accordance with clause 5.

4.4 Once the Business Strategy is agreed the Owner and Trust will subject to market forces and availability of suitable funding proceed using reasonable endeavours to deliver the Business Strategy. Similarly without fettering the Council’s powers unlawfully the Council will be bound to act where relevant and appropriate in accordance with the agreed Business strategy. For the avoidance of doubt the Owner will not be required to proceed if the Business Strategy does not or will not deliver market returns of profit based upon the risks associated with the Business Strategy. If the Business Strategy is unviable, then the Owner will prepare a new Business Strategy and seek approval with the Council as set out above. The process will be an iterative process over the 10 years.”

4.6 For the purposes of these paragraphs, “Business Strategy” is defined in Clause 1.1 of the Agreement as meaning:

“a business plan that will leverage available grant and commercial funding in conjunction with Enabling Development in accordance with clause 4.2 that will seek to deliver within 10 years of the date of Commencement the restoration of the Listed Buildings”

- 4.7 The reference to “*clause 4.2*” is, in fact, a reference to paragraph 4.2 of Part 1 of Schedule 1 and, therefore, indicates that an element of further enabling development was anticipated to be required to restore the most important listed buildings at the Priory.

“Enabling Development” is also defined in clause 1.1 of the Agreement as follows:

“...such applications for further development that would facilitate any shortfall in funding to achieve the aim within 10 years of the full restoration and viable re-use where feasible of those buildings listed in Schedule 1 Part 3.”

- 4.8 The Building Preservation Trust is the Trust referred to in Schedule 1 Part 4 of the Agreement, with paragraph 2 stating:

“A company has been incorporated under Company Registration number [CRN 09367206] for the purpose of operation of the Trust and more specifically so as to enable the historic assets contained within the Trust Property and other Property from time to time within the Priory Precinct to be repaired by the Tenant so as to further reduce the Conservation Deficit for the Priory complex as a whole and to facilitate the aims identified within the Heads of Terms.”

- 4.9 Appendix 3 of the Agreement includes the Articles of Association of St. Osyth Priory and Parish Trust.

- 4.10 As to dispute resolution, clause 5.2 provides that:

“Any such dispute disagreement question or difference shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement question or difference who shall either be jointly nominated by the parties in dispute within a period of 10 working days of reference under Clause 5.1 above or failing agreement on such nomination the expert (who must also be prepared to abide by the terms of reference in Clause 5.3 below by: (i) the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence the Vice President or anyone appointed by the President) and any question of value shall be decided by a Chartered Surveyor of at least 10 years’ experience who is independent of the parties in dispute or (ii) where the dispute relates to the construction of this Agreement or matters of a legal nature the Chairman for the time being of the Bar (or in his absence the Vice President or anyone appointed by the Chairman) and shall be a Queen’s Counsel or junior of at least 10 years call”.

Summary of Business Strategy

- 4.11 The submitted Business Strategy is attached at Appendix 3.
- 4.12 The Strategy includes a description of a vision for business use on the site comprising a functions and accommodation offering; a visitor attraction and holiday cottages. The aim being to bring back into long term viable use the heritage assets at the Priory whilst seeking to maximise public access and addressing the conservation deficit.
- 4.13 The Business Strategy says that on an estate-wide basis there remains a conservation deficit of between £26.5M and £32.4M depending on the availability of grant funding. The Business Strategy contains a phasing schedule which sets out the restoration works identifying those which are already secured, those being progressed by the trust through applications for grant funding and those items for which funding is not secure. There are

four phases of restoration work, 1a and b and 2a and b, with the majority of the Part 3 Additional Buildings which, under the Agreement should be the focus of the Business Strategy, contained within phase 2a. Schedule 1 Part 2 of the Agreement lists those buildings and structures that are to be the subject of the Business Strategy and these appear as Phase 2a buildings in the Strategy submitted. Restoration of buildings and structures in Phase 1a is largely funded by already consented enabling development. Restoration works proposed in section 2b go beyond those priority buildings identified in the Agreement.

Analysis of the submitted Business Strategy

- 4.14 Paragraph 4.3 of Schedule 1 Part 1 of the Agreement requires that the Business Strategy should be a Combined Business Strategy and be developed in conjunction with the Trust. Although Tim Sargeant has stated that this is the case, no information has been provided from the Trust to support this assertion. The front page of the submitted Business Strategy confirms that it has been prepared by City and Country on behalf of the Sargeant family and refers to Key Stakeholders at 2.2 including the Trust, as a registered charity which is an independent entity from the family. In the absence of any evidence from the charity that the submitted Business Strategy has been prepared in conjunction with the Trust, the Council can reasonably conclude that the document received is not a business plan for the purposes of the Agreement.
- 4.15 Even had the Business Strategy been submitted in conjunction with the Trust, it does not show that there is a realistic prospect of meeting the underlying purpose of the requirement for a business strategy. The reasons are outlined below and detailed more fully in the Colliers' advice, set out below. Colliers International provide expert real estate advice and David Geddes of Colliers, who specialises in destinations consulting, has provided advice to the Council in relation to the St Osyth Priory proposals, including at planning inquiries. He produced this report in consultation with Paul Drury of Drury McPherson, an architectural historian, surveyor and archaeologist who has also advised the Council in relation to the Priory previously, including representing the Council at public inquiries.
- 4.16 The principal focus of the Business Strategy should be on how it actually proposes that the Part 3 Buildings are to be restored within the 10 year period, this being its purpose set out in the Agreement.
- 4.17 The Council, with its heritage and business expert advisors, met the owners of the Priory in a series of meetings. A note of the strategy agreed through these meetings can be found at Appendix 1 of the Colliers advice note, attached at Appendix 4 of this report.
- 4.18 The strategy was to use the proceeds from agreed enabling development, grants and commercial funding to restore the heritage assets in a manner that makes the Priory into a successful business operation.
- 4.19 The two main elements of the business would be functions and accommodation, akin to a hotel with the core business being weddings. The second element would be visitor-attraction oriented; a combination of heritage attraction and country park.
- 4.20 The strategy discussed, was to use the proceeds from agreed enabling development, any grants that can be secured, especially from the Heritage Lottery Fund, and commercial funding to restore the heritage assets in a manner that makes the Priory into a successful business operation. Surpluses generated from this business, plus any further grants, commercial funding and proceeds from enabling development would be used to continue restoration work until all the heritage assets are secured for the long term.

- 4.21 The Business Strategy submitted by the owners takes a different approach which focusses on an estate-wide conservation deficit and places significant reliance on additional and by implication, very substantial enabling development elsewhere within the District.
- 4.22 On the assumption that the Trust secures grant funding for the restoration of a number of the Part 3 Buildings, the submitted Business Strategy estimates that the conservation deficit attributable to the remainder stands at £15,140,140 (paragraph 4.43). In order to address this deficit the submitted Business Strategy relies on enabling development. Paragraph 4.4 states:
- “The Family is already in control of several suitable enabling development sites and also in the process of securing further sites within the district, to assist with restoring the heritage assets and bridging the gap. TDC will be able to consider each of these proposals on their individual merit, but given the applicants’ experience of dealing with sites of this type it is considered they are likely to be more certain than grant funding and that this route coupled with the Trust and business approach advocated above is the only viable option”.*
- 4.23 However, other than references to a site at Foots Farm, Clacton (paras. 1.14 and 4.24) which, the Business Strategy asserts could deliver funding towards restoration of just £1.76M, no other sites are specifically identified nor does the Business Strategy itself identify what level of funding other sites could deliver towards the claimed Conservation Deficit. All that the Sargeant Family appear to have provided is a table, attached at Appendix 5 showing plot values in Mistley, Manningtree, Lawford, Great Bentley, Thorpe Le Soken and Clacton on Sea and identifying a range of dwelling numbers between 312 and 3682, which would be required to address the estate-wide Conservation Deficit of £26.5M depending on the mechanism used to deliver the funding.
- 4.24 Without any detail as to sites, their constraints and development costs or the Council’s likely reaction to them, the Business Strategy does not demonstrate that it is either a realistic or viable means to secure the funding for the restoration of the Part 3 buildings within the 10 year period. Indeed, the scale of the Conservation Deficit relied upon and the absence of any certain proposals to bridge that claimed gap indicates that it, as drafted, it is both unrealistic and unviable.
- 4.25 The Colliers report makes the point that using an estate-wide Conservation Deficit, rather than focussing on the restoration costs of the individual Part 3 Buildings and what is required to fund those, is the principal reason why the Business Plan is inadequate. The focus should be on restoration of the relevant Part 3 buildings and not on any ambitions City and Country may have for development elsewhere within the District which may be difficult to relate in any meaningful way to a global conservation deficit calculated in the way which the Sargeant family argue for.

The owners’ response to the Collier’s report:

- 4.26 The owners are critical of the Colliers’ view of the draft business strategy, see Appendix 6. They suggest that Colliers are inaccurate in a number of respects and identify the main differences between them and the Council as the approach, the costs and in respect of the enabling development proposed, whether it is deliverable and will have a negative impact on communities.
- 4.27 The owners say that the strategy does comply with the strategy agreed at the 2016 inquiry and contained in the Agreement. They also suggest that the approach promoted by Colliers is not found in Historic England advice and conclude that it is fundamentally flawed. This argument is noted but it is not properly directed at the requirement of the Agreement which is the Part 3 buildings which are the proper focus of the Agreement and must be concentrated on immediately if their restoration within the 10 year timescale is to be

realistically achievable. The submitted Business Strategy provides no basis upon which the Council could conclude that this is realistic or viable on the owners' current approach.

What is required

- 4.28 The Business Strategy should be a pragmatic bespoke plan that removes all references to estate-wide conservation deficits and focusses on grants, loans or enabling development directed as addressing the needs of the individual Part 3 Buildings or groups of those buildings on a case by case basis.
- 4.29 Further proposals for enabling development for restoration of Part 3 Buildings in line with the Business Strategy must contain detail of the specific heritage asset(s) that would benefit and the proposed development site. This must include a viability appraisal for the heritage asset(s) concerned that has:
- An up to date condition survey for the heritage asset(s).
 - An assessment of options for the Part 3 Buildings, in the context of the agreed strategy for the estate (appended to the Colliers Report at Appx.1), including options for spatial layout. Options should include a minimum cost option to make the asset(s) safe over the medium term. The assessment of options should involve, as a minimum, a business planner, conservation architect and quantity surveyor.
 - Drawings for the preferred option.
 - Costs of the options, verified by the quantity surveyor, and including professional fees, project management and enabling and infrastructure works.
 - An estimate of income that will be generated, both from the asset itself and from other incremental income to the site resulting from it.
 - An estimate of the true conservation deficit in respect of the relevant Part 3 Building(s), if the heritage asset(s) has income generating potential. This should not include a current market value because assets that have a conservation deficit should not have market value. Any development profit should reflect genuine financial risk taken in restoring the heritage assets concerned. Financial risk is related to the amount of equity contributed and/or security provided for loans.

Finance and Risk

- 4.30 The Agreement provides for resolution of disputes between the Council and the Owners. At clause 5.2 it says:

“Any such dispute disagreement question or difference shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement question or difference who shall either be jointly nominated by the parties in dispute within a period of 10 working days of reference under Clause 5.1 above or failing agreement on such nomination the expert (who must also be prepared to abide by the terms of reference in Clause 5.3 below by: (i) the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence the Vice President or anyone appointed by the President) and any question of value shall be decided by a Chartered Surveyor of at least 10 years’ experience who is independent of the parties in dispute or (ii) where the dispute relates to the construction of this Agreement or matters of a legal nature the Chairman for the time being of the Bar (or in his absence the Vice President or anyone appointed by the Chairman) and shall be a Queen’s Counsel or junior of at least 10 years call”.

4.31 Refusal of the Council to agree a Business Strategy properly submitted in accordance with Paragraph 4 of Part 1 to Schedule 1 of the Agreement, would result in a dispute that would be dealt with according to the prescribed process.

APPENDICES

APPENDIX 1	S.106 AGREEMENT
APPENDIX 2	St Osyth Priory Planning History
APPENDIX 3	Submitted Business Strategy
APPENDIX 4	Colliers Advice Note for Planning Committee
APPENDIX 5	Potential enabling development sites
APPENDIX 6	Owners' response to Colliers report on Business Strategy

BACKGROUND PAPERS

Colliers report on Business Strategy

APPENDIX 1

S106 Agreement

APPENDIX 2

St Osyth Priory Planning history

APPENDIX 3

Submitted Business Strategy

APPENDIX 4

Colliers Advice Note for Planning Committee

APPENDIX 5

Potential enabling development sites

APPENDIX 6

Owners' response to Colliers report

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PL 235604

DATED 14th March 2017 2018

**PLANNING OBLIGATION BY AGREEMENT UNDER SECTION 106 OF THE TOWN &
COUNTRY PLANNING ACT 1990 RELATING TO LAND AT
THE PRIORY, ST OSYTH, CLACTON ON SEA, ESSEX CO16 8NZ**

Between

TENDRING DISTRICT COUNCIL (1)

**RICHARD ARTHUR SARGEANT, TIMOTHY ROBERT SARGEANT, DAVID RICHARD
SARGEANT AND ANDREW IAN SARGEANT (OWNER) (2)**

and

LLOYDS BANK PLC (FIRST MORTGAGEE) (3)

THE AGRICULTURAL MORTGAGE CORPORATION PLC (SECOND MORTGAGEE) (4)

LPA REFERENCE:

16/00671/FUL

16/00656/FUL

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Schedule 1

Part 1 - The Owners Obligations

Part 2 - Listed Buildings

Part 3 - Additional Listed Buildings ("Target" Buildings and Structures)

Part 4 - Building Preservation Trust

Appendix 1 - The Schedule of Restoration Works

Appendix 2 - SPAB calendar

Appendix 3 - Articles of Association of St Osyth Priory and Parish Trust

Appendix 4 - CIL Regulations Compliance Note 18 November 2016

Plans

Plan 1 - Priory Precinct

Plan 2 - The Property

Plan 3 - The Parkland

Plan 4 - The Trust Property

Plan 5 - Indicative Park Access Plan

Plan 6 - Westfield

THIS DEED is made the
Between:

14th March 2018

2017

- (1) TENDRING DISTRICT COUNCIL of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE ("The Council")
- (2) RICHARD ARTHUR SARGEANT, TIMOTHY ROBERT SARGEANT, DAVID RICHARD SARGEANT and ANDREW IAN SARGEANT all of The Priory, St Osyth, Clacton on Sea, Essex CO16 8NY (Owner)
- (3) LLOYDS BANK PLC incorporated and registered in England and Wales with company number 2065 whose registered office is at Secured Assets, Barnett Way, Gloucester GL4 3RL (First Mortgagee)
- (4) The Agricultural Mortgage Corporation PLC incorporated and registered in England and Wales with company number 234742 whose registered office is at Charlton Place, Charlton Road, Andover, Herts SP10 1RE (Second Mortgagee)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Town & Country Planning Act 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property part of which is subject to a mortgage in favour of the First Mortgagee and the remainder subject to a mortgage in favour of the Second Mortgagee.
- (C) The Owner has made the Applications and the Council has granted the Permissions each dated the 18 November 2016 which Permissions are subject to, inter alia, the Condition number 2.
- (D) The Owner owns the Priory Precinct subject to a mortgage in favour of the First Mortgagee.
- (E) The First Mortgagee is the registered proprietor of the charge dated 29 July 2002 referred to in entry number 6 of the charges register of Title number EX688873 and has agreed to enter into this deed to give its consent to the terms of this Agreement.
- (F) The Second Mortgagee is the registered proprietor of the charge dated 1 August 2012 as varied referred to in entries numbered 2/13 of the charges registers of Title numbers EX860324, EX628040 & EX39317 and has agreed to enter into this deed to give its consent to the terms of this Agreement.
- (G) The Condition was in the case of both the Permissions imposed pursuant to the Heads of Terms and the CIL Regulations Compliance Note dated 18 November 2016.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

In this Deed unless the context requires otherwise the following definitions apply:

“Act” the Town and Country Planning Act 1990
(as amended)

“Applications” The planning applications in respect of the Property for the Proposed Development having been given Council reference numbers:

- 16/00656/FUL
- 16/00671/FUL

“Articles of Association” the Articles of Association of St Osyth Priory & Parish Trust as at Appendix 3

“Building Preservation Trust”
 (“BPT”) means the Trust referred to in the Schedule 1 Part 4

“Business Strategy” means a business plan that will leverage available grant and commercial funding in conjunction with Enabling Development in accordance with clause 4.2 that will seek to deliver within 10 years of the date of Commencement the restoration of the Listed Buildings.

“CIL Regulations” The Community Infrastructure Regulations 2010 as amended

“CIL Regulations Compliance

Note” means the Owners Note dated the 18 November 2016 a copy of which is attached at Appendix 4

“Condition” means the Condition numbered 2 in the Planning Permissions dated 18 November 2016

“Draft Conservation Management Plan” means Section 9 of the Conservation Management Plan dated March 2011 produced by Liz Lake Associates.

“Commenced” means the commencement of the Proposed Development for the purpose of this Deed only by the carrying out of a material operation on the Property within the meaning of Section 56 of the Act pursuant to the Planning Permissions but excluding site clearance demolition and associated and ancillary operations archaeological investigations diversion and laying out of services and infrastructure whether existing or not the laying out and construction of new points of access to the highway together with other ancillary highway works the erection of a means of enclosure for the purposes of site security and for the display of advertisements, erection of temporary structures remediation of

	contamination and "commenced", "Commence" and "Commencement" shall be construed accordingly
"Complete"	completion of the relevant building works pursuant to a Building Regulations Completion Certificate that has been issued by the Council or other approved Inspector of a relevant Dwelling Unit as provided for in Schedule 1 Part 1 Clause 2.
"Conservation Deficit"	The amount by which the cost of repair (and conversion to optimum beneficial use if appropriate) of The Priory Estate, being the designated heritage assets exceeds its market value on completion of repair and conversion, allowing for all appropriate development costs in accordance with the Restoration Scheme and relevant practice and guidance at the date of this agreement.
"Dwelling Units"	the dwelling units (including any identified holiday dwelling units) to be created on the Property by the Proposed Development and "Dwelling Units" shall mean any of them
"Enabling Development"	means such applications for further development that would facilitate any shortfall in funding to achieve the aim within 10 years of the full restoration and

	<p>viable reuse, where feasible of those buildings listed in Schedule 1 part 3</p>
<p>“Escrow Account”</p>	<p>means the account to be opened in the joint names of the Owner, the Council and the BPT</p>
<p>“Faith in Maintenance Calendar”</p>	<p>The maintenance regime as produced by The Society for the Protection of Ancient Buildings and provided in Appendix 2</p>
<p>“Heads of Terms”</p>	<p>means the Heads of Terms attached to the Planning Permissions</p>
<p>“Higher Level Stewardship Scheme (HLS)”</p>	<p>the grant scheme already entered into with Natural England including extensions or alterations to the same</p>
<p>“Listed Buildings”</p>	<p>the buildings in the Priory Precinct which are entered on the Secretary of State for Culture Media and Sport’s list of buildings of special architectural or historic interest and more particularly identified in Schedule 1 Part 2 and Schedule 1 Part 3</p>
<p>“Occupant”</p>	<p>any individual owner or occupant of a Dwelling Unit</p>
<p>“Operative Date”</p>	<p>the date the Proposed Development or any part of it is Commenced</p>
<p>“Owner”</p>	<p>means the parties referred to above as such including their respective successors in title assigns and persons deriving title through or under them subject to the provisions of Clause 3.2 and Clause 3.3</p>

"Parkland"	Means the land as shown on Plan 3
"Parkland Dwelling Houses"	Means the Dwelling Units to be erected in the Parkland pursuant to Application number 16/00671/FUL
"Phase"	Means the phases of restoration identified in Schedule 1 Part 1 and Appendix 1.
"The Pigeon House"	Means the proposed Dwelling Unit as shown on plan CC-0175-PH1 Rev B pursuant to application 16/00671/FUL
"Planning Obligations"	the obligations conditions stipulations and provisions set out in the Schedule 1 Part 1 to this Agreement.
"Planning Permissions"	planning permissions for the Proposed Development granted on the 18 November 2016 under reference number 16/00671/FUL and 16/00656/FUL
"Priory Precinct"	means the land and buildings shown edged red on Plan 1
"Property"	The land and buildings cumulatively shown edged red on Plan 1 and Plan 2 and comprised within title numbers EX860324, EX628040, EX688873, EX39317 and EX832427.
"Proposed Development"	the development of the Property pursuant to the Applications
"Restoration Scheme"	those parts of the written scheme of works and specifications for the restoration of the Listed Buildings

prepared by Carden & Godfrey and entitled Survey of Condition with Historical Notes and Repair Recommendations dated 2009 updated by site review of current condition May/June 2010 and as altered at the request of English Heritage to lessen the amount of work so as to better accord with good conservation practice and to reduce the Conservation Deficit together with the McBains Cooper Cost Plan dated March 2012 as amended by the BNP Paribas Report November 2014 and November 2016 as are set out in Appendix 1 and subject to available funding as set out in Schedule 1 clause 4.2 but not further or otherwise

“The Trust Property”

means the property shown edged red on Plan number 4 or such additional or substitute structures and buildings or other provisions as are determined from time to time pursuant to the provisions of the Business Plan in conjunction with the Building Preservation Trust and the Council pursuant to operational requirements (subject to the provisions of Schedule 1 part 4).

1.2 Clause headings shall not affect the interpretation of this deed.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include save where otherwise excluded the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written excludes faxes and e-mail.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

2.1 This Agreement is made pursuant to the provisions of section 106 of the Act and Section 111 of the Local Government Act 1992 and all other powers so enabling and the Planning Obligations are:

- (a) Binding on the Property and enforceable by the Council
- (b) Local Land Charges and shall be registrable as such by the Council pursuant to the Local Land Charge Act 1976 and a Section 106 (11) of the Act

2.1.2 direct covenants made by the parties to this Agreement under Section 111 of the Local Government Act 1972

2.2 Nothing in the Planning Obligations shall be construed as restricting or enhancing the exercise by the Council of any powers exercised by or pursuant to the Act or any amendment or re-enactment of the Act.

2.3 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that (save where otherwise provided in this Deed) they bind the interests held by those persons in the Property and their respective successors and assigns.

2.4 This deed shall come into effect on the date of its execution and delivery following the grant of the Planning Permissions save that the Planning Obligations shall only take effect on the Operative Date and subject to clause 13.2 but not otherwise.

2.5 The parties hereto are satisfied that the terms of this Agreement accord with the Community Infrastructure Regulations 2010 as amended.

3. COVENANTS WITH THE COUNCIL

3.1 The Owner hereby covenants with the Council to perform the Planning Obligations and each and every term and condition of them and acknowledges that the Property will be subject to this Agreement and the Planning Obligations subject to Clauses 3.2 and 3.3.

3.2 Neither the Occupants of the individual Dwellings or other commercial buildings nor their mortgagees nor any statutory undertaker in connection with the works required by the Proposed Development shall be bound by the Planning Obligations within this Deed PROVIDED ALWAYS

- (a) that this exclusion shall not apply to the named individuals who have entered into this Deed as landowners of the Property but shall

apply to their successors in title but only following the completion of the material Phase of the Restoration Scheme

- (b) the provisions of Schedule 1 Part 1 clause 3.2.3 as to the Parkland Dwelling Houses and Schedule 1 Part 1 clause 3.3 as to the Pigeon House shall apply to successors in title

3.3 Without prejudice to liability for any subsisting breach of the Planning Obligations no party shall be liable for breach of a Planning Obligation after parting with its interest in the Property or the part of it to which the breach relates but without prejudice to liability for any breach occurring prior to or in connection with the party of such interest and for the avoidance of doubt reference in this clause to "interest" excludes the creation of any easement.

3.4 At any time during the performance of the Planning Obligations the Authority will upon a written request of the Owner promptly (and in any event within fourteen days of request) issue to the Owner a certificate confirming compliance with and fulfilment of such obligations so as to identify those obligations that have been complied with and those that are outstanding.

3.5 Where in this Agreement the consent approval or satisfaction of the Council is required such consent approval or satisfaction shall not be unreasonably delayed or withheld and if the consent approval or satisfaction is not granted or is granted conditionally the Council shall give its reasons and shall advise the Owner of any changes that would overcome the Council's objection.

4. FUTURE PERMISSIONS

4.1 The Planning Obligations in this Deed are specific to the Planning Permissions and nothing in this Agreement shall be implied to prohibit or restrict the future development of the Property or any part of it or the adjoining land (or any part of them) in accordance with any planning permission granted (whether or not on appeal and whether or not retrospectively) after the date of the Planning Permissions.

5. DISPUTES

5.1 In this Agreement where any matter or question falls to be agreed between the parties or a test of reasonableness falls to be applied or determined in respect of any matter or a dispute shall arise in respect of any matter then failing the resolution of any such dispute disagreement or difference within 20 working days of the same arising it may be referred for determination in

accordance with the provisions of Clause 5.2 below on the application of any of the parties hereto

- 5.2 Any such dispute disagreement question or difference shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement question or difference who shall either be jointly nominated by the parties in dispute within a period of 10 working days of reference under Clause 5.1 above or failing agreement on such nomination the expert (who must also be prepared to abide by the terms of reference in Clause 5.3 below) shall be nominated by: (i) the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence the Vice President or anyone appointed by the President) and any question of value shall be decided by a Chartered Surveyor of at least 10 years' experience who is independent of the parties in dispute or (ii) where the dispute relates to the construction of this Agreement or matters of a legal nature the Chairman for the time being of the Bar (or in his absence the Vice President or anyone appointed by the Chairman) and shall be a Queen's Counsel or junior of at least 10 years call
- 5.3 The expert's determination (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding on the parties save in the case of manifest error
- 5.3.1 The terms of reference of any expert appointed to determine a dispute shall include the following:
- 5.3.1.1 He shall act as an expert and not an arbitrator
- 5.3.1.2 He shall call for and consider any written representations made by or on behalf of the parties in dispute which are received by him within 20 working days of his calling for such representations and at the expiry of this period shall give the parties a further period of 15 working days to make counter representations
- 5.3.1.3 He shall provide the parties in dispute with a written decision (including his reasons) within 20 working days from the last date for receipt of counter-representations under Clause 5.3.1.2 above
- 5.3.1.4 He shall be entitled to call for such independent expert advice as he shall think fit
- 5.3.1.5 He shall be entitled to determine which of the parties shall pay his costs, and any costs associated with the dispute including but

not limited to the costs of any independent expert advice called for by the expert or the proportion each shall pay

6. FIRST MORTGAGEE'S CONSENT

6.1 The First Mortgagee consents to this Agreement and acknowledges that the Agreement binds the Property. The First Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst Mortgagee is in possession but shall not be liable for any pre-existing breach.

6.2 The First Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the First Mortgagee is in possession of all or any part of the Property.

7. SECOND MORTGAGEE'S CONSENT

7.1 The Second Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Second Mortgagee's interest in the Property.

7.2 The Second Mortgagee shall not be personally liable for any breach of the obligations in this deed but acknowledges that any successor in title to it shall be bound by the provisions of it.

8. DETERMINATION OF DEED

8.1 In respect of each of the Planning Permissions, this deed shall be determined and have no effect in relation to the development contained within that Permission if the Planning Permission granted pursuant to that Application:

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

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner and the First Mortgagee and the Second Mortgagee has any material legal or equitable interest in the Property.

10. NOTICES

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

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

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

- (a) to the Council at: Council Offices, Thorpe Road, Weeley, Clacton on Sea, Essex CO16 9AJ marked for the attention of (Gary Guiver);
- (b) to the Owner at: The Priory, St Osyth, Clacton on Sea, Essex CO16 8NY marked for the attention of Timothy Sargeant (Co-Owner);
- (c) to the First Mortgagee at: Lloyds Bank Department No. 1777 Horley Securities Centre PO Box 104 13 High Street Horley Surrey RH6 7YA marked for the attention of (Graham Littlewood);
- (d) to the Second Mortgagee at AMC, Charlton Place, Charlton Road, Andover SP10 1RE marked for the attention of (Emma Reilly, Security Amendments Officer)

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

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 10.2 will be deemed to have been received:

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

10.4 Unless expressly agreed between the parties, a notice (or other communication) given under this deed shall not be validly given if sent by e-mail.

10.5 This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

11.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. WAIVER

12.1 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.

13. ADDITIONAL PROVISIONS

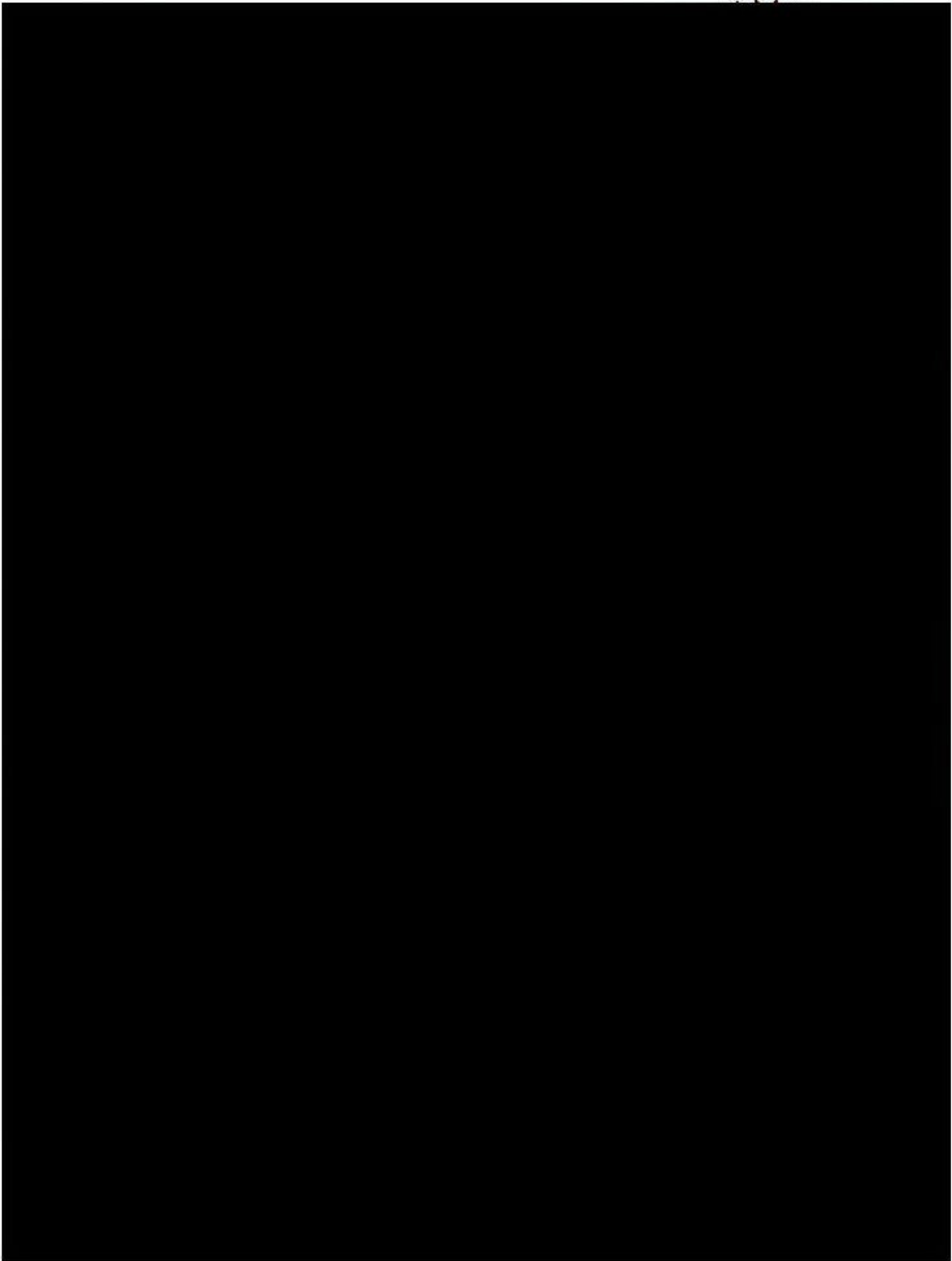
13.1 The Owner will undertake the works as identified at Appendix 1 prior to the completion of the relevant number of the Dwellings as particularised therein.

14. GOVERNING LAW

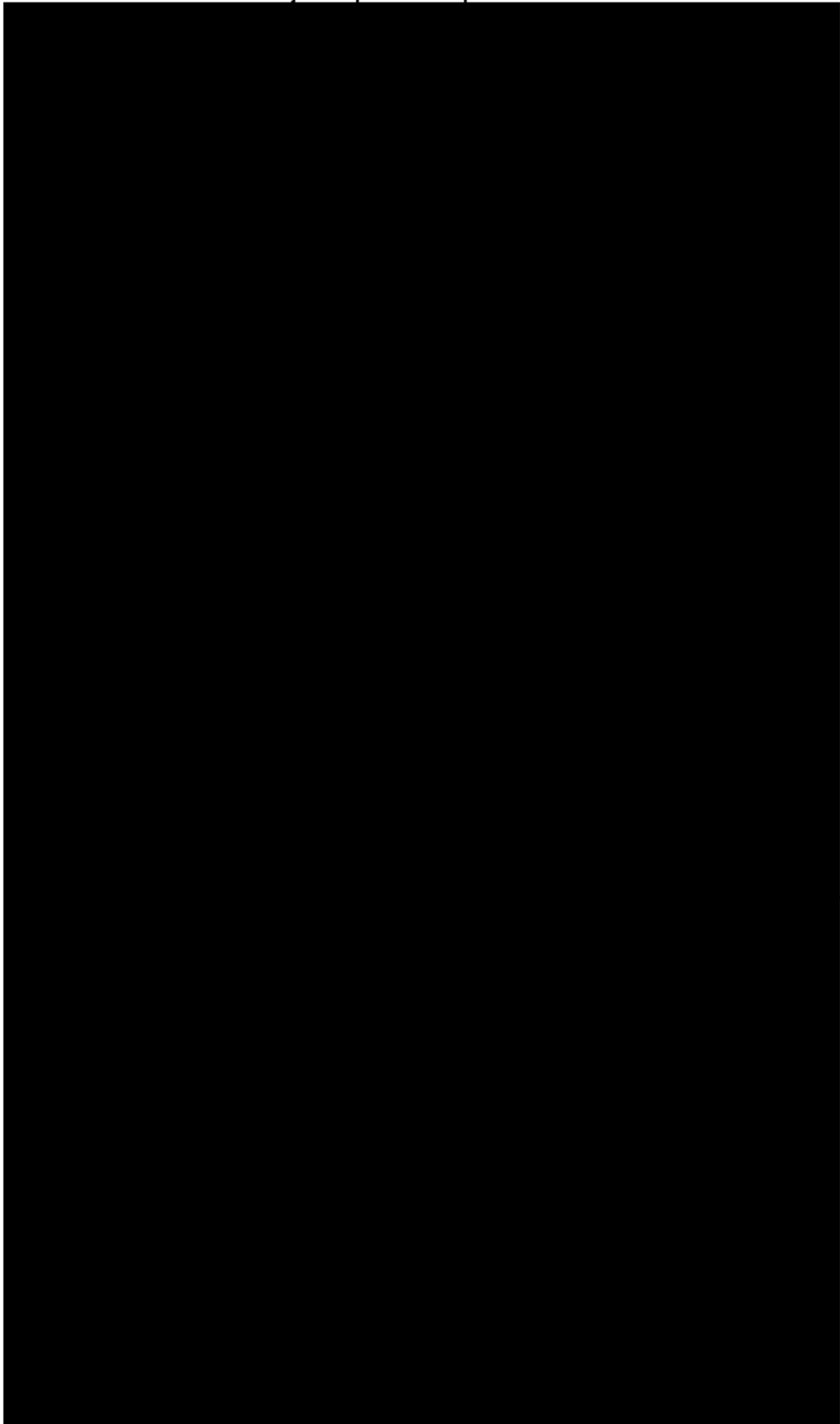
14.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

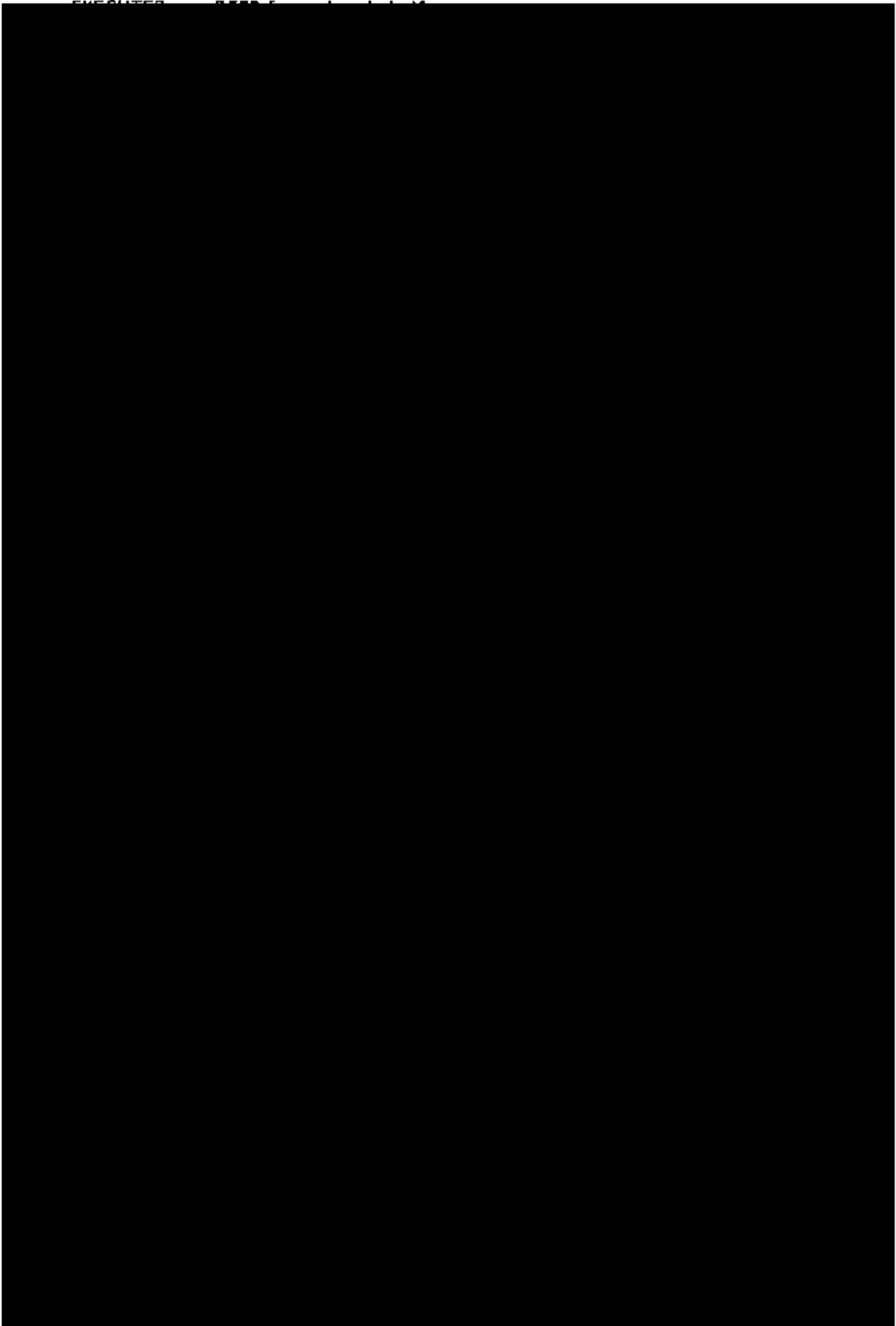
14.2 The terms of this Deed shall be capable of being varied by a deed executed by the parties or their successors in title in accordance with S106A of the Act.

This document has been executed as a deed and is delivered and takes effect subject to the provisions of clause 2.4 on the date stated at the beginning of it.



EXECUTED as a DEED by the said





SCHEDULE 1

The Owner's Obligations

PART I

1. Notification

To give notice in writing to the Council of:

- 1.1 the Operative Date not less than 14 days before such date (the "Commencement Notice");
- 1.2 completion of the relevant Phase prior to Completion of the first (1st) Dwelling Unit, the Twenty-fifth (25th) Dwelling Unit, the Forty-One (41st) Dwelling Unit, the Fifty-Two (52nd) Dwelling Unit, the Seventy Third (73rd) Dwelling Unit, the and the Eighty Second (82nd) Dwelling Unit
- 1.3 the initial sale of or the grant of a Lease in excess of 7 years of any of the Parkland Dwelling Houses.

2. Restoration Scheme

- 2.1. The Owner will following Commencement of the Development and In accordance with the provisions of clause 13.1 above together with the CIL Regulations Compliance note dated the 18 November 2016 and subject thereto undertake the repair of those Listed Buildings particularised in Appendix 1 ahead of the completion of the phases of the Dwelling Units set out therein.
- 2.2. Without prejudice to paragraph 2.4 below to implement the Restoration Scheme generally in accordance with the sequencing of the works as particularised in Appendix 1 as aforesaid Subject to such other alterations and amendments (being such as by their nature and extent do not require the submission of a formal planning application) as may be agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed) in

the sequencing of the Restoration Scheme and the Dwellings so as to better restore and secure the future of the identified Listed Buildings and (without limitation to the aforesaid) to such reasonable delays or amendments as may arise or result due to:

- a. Working construction or building conditions or any other material factor that may arise during the carrying out of the works
- b. The condition or state of any part of the identified Listed Buildings necessitating urgent works or so as to prioritise works otherwise than in accordance with the scheme together with the grant of any necessary Listed Building Consent or Consent pursuant to Works to an Ancient Monument
- c. Market conditions in connection with the sale of the Dwellings Units or otherwise

and for the avoidance of doubt the Restoration Scheme or any part of the works of repair and conversion to the Listed Buildings specified within it may be completed ahead of the Proposed Development or Commencement as set out in Appendix 1 as aforesaid and further it is recognised that the Council may reasonably require a Bond as described in paragraph 2.3 of this Schedule 1 where such agreed alteration in sequencing may delay the completion of part of the works comprised in the Restoration Scheme. The Bond would be for a sum that is equal to the construction cost of works in the Restoration Scheme that would be outstanding in relation to the respective phase as contained in Appendix 1 aforesaid. The said outstanding construction cost to be calculated by an independent quantity surveyor appointed by the Owner following agreement with the Council as to such appointment. Works so delayed consequent upon the provision of the Bond are to be completed within 2 years of the provision of such Bond and otherwise subject to the provisions of this clause.

- 2.3. To provide a Bond when requested by the Council pursuant to paragraph 2.2 in terms and with a Bondsman first having been approved in writing by the Council
- 2.4. For the avoidance of doubt the Bondsman shall be released from all liability under the bond and the obligations in this Agreement on completion of the relevant works specified in the Restoration Scheme to the reasonable satisfaction of the Council
- 2.5. Failure by the Council to respond within one calendar month will represent an approval to the request. In the event the Council does not agree to any amendment or alteration to the Restoration Scheme in accordance with clause 2.2 above they must provide reason/s for the refusal including an explanation of how it will fail to secure the future of the identified Listed Buildings and such other alternative that they would find acceptable. Any dispute as to the reprioritisation of the order of work shall be referred to the Expert pursuant to clause 5 ante within 21 days of such dispute arising.
- 2.6. For the avoidance of doubt there shall be no impediment or restriction on the sale and/or occupation of any Dwelling Unit consequent upon the carrying out of the works in the corresponding Phase or provision of a bond as set out in clause 2.2 and 2.3 that covers the outstanding works.
- 2.7. The Council and its advisors shall be permitted access upon reasonable prior notice and subject to such operational requirements as are reasonably required to the Priory Precinct for the purposes of monitoring inspecting and approving the works pursuant to the Restoration Scheme (such approvals not to be unreasonably withheld or delayed and the provisions of clause 2.5 ante shall apply in all respects to this clause).
- 2.8. Subject to clause 2.2 of this Schedule the Restoration Scheme in Appendix 1 will be completed no later than 10 years from the Date of Commencement

3. THE MANAGEMENT PLANS

3.1. The Listed Buildings

Following the Completion of each Phase of the Restoration Works as identified in Appendix 1 as aforesaid to put in place a management regime in accordance with the Faith in Maintenance Calendar and to use all reasonable endeavours to procure the performance of the same.

3.2. The Parkland

3.2.1 Following the Completion of the Parkland development pursuant to application reference 16/00671/FUL to use all reasonable endeavours to procure the maintenance of the Parkland in accordance with the Business Strategy, Draft Conservation Management Plan and the HLS and where there is a conflict the HLS will prevail.

3.2.2 The management will be the responsibility of the registered Owner of the Parkland.

3.2.3 To provide within the legal documents for any sale or grant of a Lease in excess of 7 years such mechanism (to include a management company ["The Management Company"] whose function shall be the ongoing maintenance of the Parkland the particulars of which shall be agreed in writing with the Council prior to the completion of any sale or lease as aforesaid as shall be reasonably necessary to ensure that the purchaser of any Parkland Dwelling House will reasonably contribute to the future management and maintenance of the Parkland

3.2.4 To enter a restriction on the proprietorship register of any Dwelling Units sold within the Parkland as follows:

"no disposition of the Registered Estate [of the Dwelling](other than a charge) by the proprietor of the registered estate is to be registered without a certificate addressed to H M Land Registry and signed by its conveyancer that the provisions of Paragraph 3.2 of the First Schedule of the Agreement dated

2017 between Tendring District Council (1) Richard Arthur Sargeant, Timothy Robert Sargeant, David Richard Sargeant and Andrew Ian Sargeant (2) Lloyds Bank Plc and (3) The Agricultural Mortgage Corporation Plc (4) have been complied with.

3.3. The Pigeon House

3.3.1 The Owner will provide in any Transfer or Long Lease in excess of 7 years granted on the sale of the Pigeon House and any grounds included within such sale or lease as aforesaid (the Pigeon House and such grounds hereinafter referred to in this clause as "the Premises") that the same shall contain inter alia the following provisions namely:

3.3.2 Not without prior written consents of the Vendor the Management Company and where statutorily required of the Council or other competent authority (which consents may in the case of the Vendor and the Management Company be withheld within their absolute discretion) to:

3.3.3 alter the external appearance of any buildings walls fences and other erections now on the Premises

3.3.4 divide the Premises into more than one unit of accommodation

3.3.5 construct or maintain on the Premises any additional buildings walls fences or other structures or erections than those now existing

3.3.6 alter the external decoration scheme or colours of the Premises than as then existing

3.3.7 Not to:

- 3.3.7.1 use any garden land included in any Premises other than as a garden appurtenant to the house included within the Premises
- 3.3.7.2 erect any satellite dishes or similar electronic receiving devices on the exterior of the Premises
- 3.3.7.3 mutilate cut fell or lop any trees or shrubs on the Premises without the prior written consents of the Management Company and (if required) any local or other competent authority
- 3.3.7.4 permit in the curtilage of the Premises any planting other than that contained in the Landscape Management Plan and any subsequent reviews of the same and not to erect any fences walls or other means of enclosure save for those approved by any planning permission.
- 3.3.7.5 place or park any caravan boat motor car van or lorry on any part of the Premises in connection with the use of the Pigeon House (other than for loading or unloading)
- 3.3.7.6 permit the cleaning or repair of motor vehicles on any part of the Premises
- 3.3.7.7 place or permit any advertisement notice or sign upon any part of the Premises

3.3.8 The owner will take all reasonable and commercially sensible steps to enforce the a foregoing covenants and obligations.

4. ADDITIONAL RESTORATION - (BUSINESS PLAN)

- 4.1. Subject to the grant of all necessary statutory and other consents and approvals and subject also to the availability of funding the Owner will separately aim to complete in conjunction with the BPT the restoration of the buildings on Schedule 1 Part 3 within 10 years of Commencement.

4.2. The Owner will (in conjunction with the BPT) seek to generate income to facilitate such works in the following order of priority namely:

- i. Grant funding
- ii. Commercial borrowing on the Trust Property
- iii. Additional Enabling Development

So as to facilitate the completion of the said Restoration of the Buildings in 4.1 above

4.3. The Owner will in conjunction with the Trust prepare a combined Business Strategy that realistically and viably seeks to achieve the restoration of the Listed Buildings at Part 3 of this Schedule. The Business Strategy will be submitted to the Council for approval. Failure by the Council to respond within 20 working days will represent an approval to the request. In the event the Council does not agree to the Business Strategy they must provide reason/s for the refusal including an explanation of how it will fail to secure the future of the identified Listed Buildings and such other alternative that they would find acceptable. If there is a dispute this will be referred within 21 calendar days for determination in accordance with clause 5.

4.4. Once the Business Strategy is agreed the Owner and Trust will subject to market forces and availability of suitable funding proceed using reasonable endeavours to deliver the Business Strategy. Similarly, without fettering the Council's powers unlawfully the Council will be bound to act where relevant and appropriate in accordance with the agreed Business Strategy. For the avoidance of doubt the Owner will not be required to proceed if the Business Strategy does not or will not deliver market returns of profit based upon the risks associated with the Business Strategy. If the Business Strategy is unviable then the Owner will prepare a new Business Strategy and seek approval with the Council as set out above. The process will be an iterative process over the 10 years.

4.5. The Council or the Owner can annually on the date of this agreement seek the other to agree to the re-prioritise of the Restoration Scheme with regard the Target Listed Buildings in Schedule 1 Part 3. The party to whom the application is made has 20 working days to agree or otherwise. If, the alteration alters the Business Strategy then this period will be extended to 3 months. Both parties acting reasonably need to agree to the proposed re-prioritisation and in the event of a dispute then within 21 days it is to be referred to an expert for determination otherwise in accordance with Clause 5 ante. The decision to alter, substitute and remove Trust Property will be determined by the Business Strategy and require the agreement of the Council such agreement not to be unreasonably withheld or delayed and subject also to provisions of clause 5 (Disputes) ante.

5. Escrow Account

5.1. The Owner will in conjunction with the BPT open an Escrow Account in the names of the Owner, the BPT and the Council.

5.2. The Owner will following Commencement make payment into the Escrow Account for the use of the BPT two separate tranches namely £800,000.00 (eight hundred thousand pounds) on completion of the floor slabs of the four units within the Park that the Owner individually are to occupy and with the balance of £400,000.0 (four hundred thousand pounds) to be paid into the Escrow Account prior to the commencement of development permitted under 16/00656/FUL.

5.3. The Owner will take all reasonable steps to procure that the Trust utilises the said payments to facilitate the early application for grant aid to maximise the funds available for restoration pursuant to clause 4.1 of Schedule 1.

6. Covenants

6.1. Restriction on further development

The Owner will not seek planning permission for residential development within the Parkland as shown edged red on Plan 3 for any more than the 17 units currently permitted by planning permission 16/00671 provided always that there shall be no restriction in respect of further planning applications seeking to authorise the reconfiguration of those residential units permitted within the Parkland; and

The Owner shall not seek planning permission for residential development within that area of Westfield as shown edged red on Plan 6; and

The Owner shall not seek planning permission for residential development within that area of Westfield as shown edged blue on Plan 6 for any more than the 72 units currently permitted by planning permission 16/00656 and as to the area edged blue coloured hatched yellow as a water attenuation pond and/or landscaping as permitted by planning permission 16/00656 provided always that:

- (i) there shall be no restriction in respect of further planning applications seeking to authorise the reconfiguration of those residential units permitted within that part of Westfield edged blue (but, and for the avoidance of doubt, excluding the area edged blue coloured hatched yellow); and
- (ii) the Owner may subject to the grant of planning permission for the same relocate 8 (eight) of the units known as the Slip Cottages from the Parkland to the area shown hatched green on Plan 6 such that the total number of residential units within the area edged red on Plan 3 and edged blue and hatched edged green on Plan 6 shall together not exceed 89 and consequent upon such relocation of the 8 units known as Slip Cottages the number of residential units within the Parkland (Plan 3) shall not exceed 9.

6.2. For the avoidance of doubt nothing herein will prevent or restrict applications for the extension or alteration of any of the 89 permitted residential units whether by way of Householder applications or otherwise.

6.3.

7. Appointments

7.1. The Owner will use all reasonable endeavours to procure that the Council, together with St Osyth Parish Council, will each be invited to appoint a representative of each body, the identity to be the subject of agreement with Owner such agreement not to be unreasonably withheld or delay on the BPT.

Schedule 1

Part 2

Listed Buildings

The Gatehouse

Darcy House West Wing Including Abbotts Lodging

Darcy House East Wing

Part 3

("Target" Buildings and Structures)

Darcy House	(where not provided for at Appendix 1)
The Gate House	(completion of works save where not provided for at Appendix 1)
Abbots Tower, Chapel and "Rivers Wall"	
Brewhouse	
West Barn	
Tithe Barn Cart Shed and Dairy	
Rose Garden Walls	
Northern section of wall	(with gate and windows on the west side of the Bury)

Part 4

Building Preservation Trust ("the Trust")

1. The Owner will procure the completion of an Agreement for Lease ("AFL") with the Trust in respect of the grant of a 90 year Lease ("the Lease") of the Trust Property to St Osyth Priory & Parish Trust as Tenant ("the Tenant"). The completion of the properties set out in the Lease will be phased according to the success of grant funding and commercial loans to deliver discrete packages of restoration that allow complete buildings to be reused and the Business Strategy to be delivered.

2. A company has been incorporated under Company Registration number [CRN 09367206] for the purpose of operation of the Trust and more specifically so as to enable the historic assets contained within the Trust Property and other Property from time to time within the Priory Precinct to be repaired by the Tenant so as to further reduce the Conservation Deficit for the Priory complex as a whole and to facilitate the aims identified within the Heads of Terms.

3. The terms of the proposed Lease will include provisions for members of the public visiting the permitted Trust Property on the terms and conditions issued by the Trust or the operator (such provision to be available on not less than 80 days in a year) additionally to be granted permission to access on such terms and conditions:
 - i. Those parts of the Parkland shown by the measured walks dotted red and/or blue and/or green on Plan 5 (subject to amendment and variation as determined from time to time

as part of the commercial use of the property as a visitor attraction that is approved via the Business Plan process as defined in clause 4 ante)

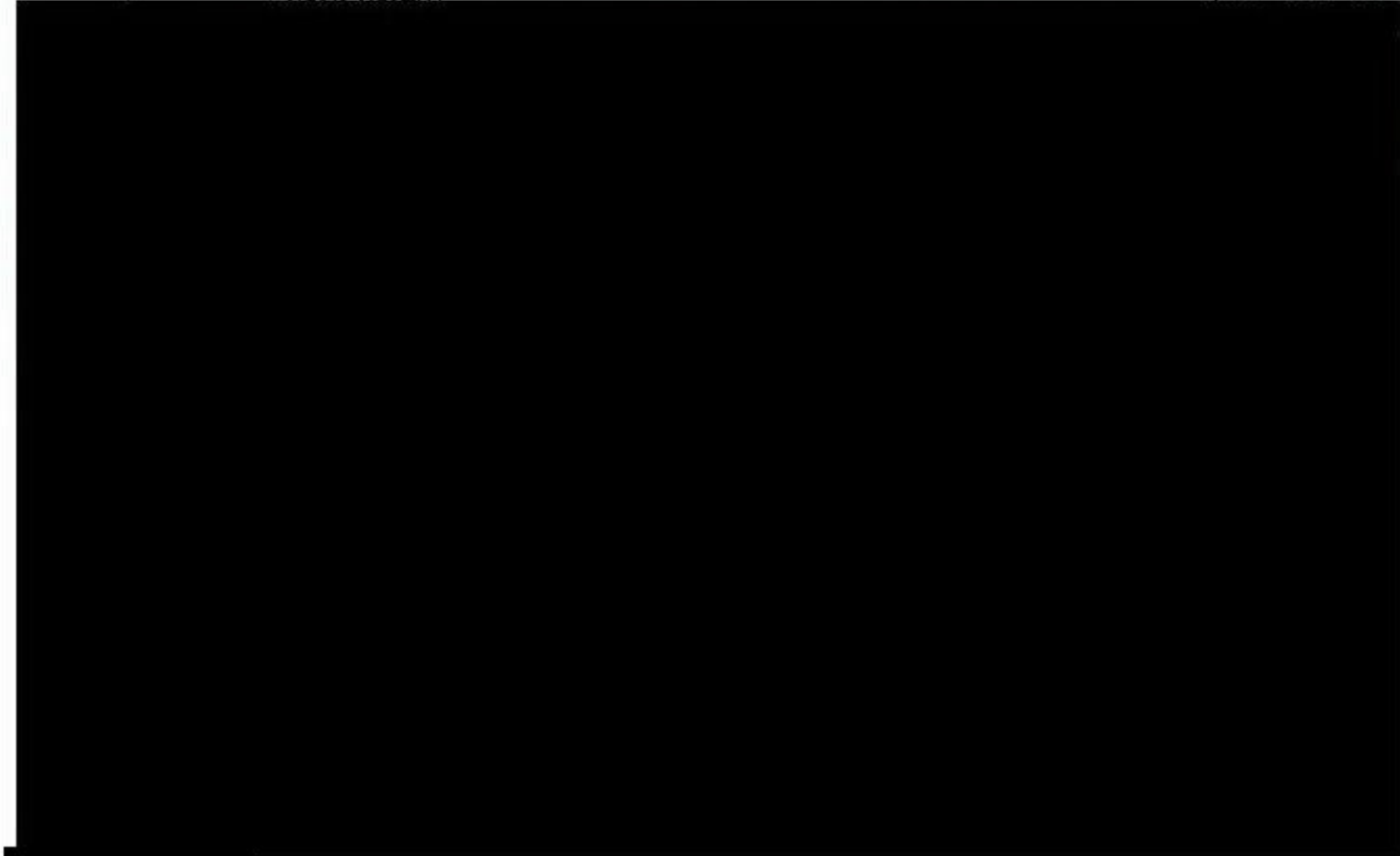
- ii. following completion of the Restoration Scheme of the Trust Property within the Priory Precinct that is capable of separate beneficial use via the authorised and designated routes over the same so as to access such Trust Property (provided further that access to the Chapel shall additionally be permitted to members of the public otherwise visiting the Trust Property at times otherwise when the Chapel is in use for weddings or other services or being used in preparation for the same).
4. such access in every case shall be subject to the ability of the Trust or the operator to provide safe access, cost effectively, the Business Strategy to include the use of the Trust Property and provisions for variation and amendment as required for operational or other requirements.
5. The proposed Lease will additionally include provisions as are necessary for the operation of the Trust for access to the Trust Property over the Property together with such rights for temporary parking by the Trust on the Property ancillary to the activities of the Trust.
6. The Owner or such trading Company or business entity nominated by the Owner ("the operator") will enter into an AFL with the Trust to take a Lease of the buildings restored for commercial/residential use by the operator on completion of such restoration such Lease to provide for Market Rent of the same in order to continue the availability of a revenue stream to be utilised by the Trust in


furtherance of its aim to secure the restoration of the buildings and structures set out in Schedule 1 Part 3.

7. Any liability of the Trustees (here meaning any person appointed as a Trustee of St Osyth Priory and Parish Trust ("the Trust") CRN 09367206 (save for Timothy Sargeant or any other "Owner") arising out of this Deed or anything supplemental to it or connected with it shall be limited to the value of the assets of the Trust in their possession from time to time.

Appendix 1

Phase	St Osyth Priory S.106 Restoration Works (18 November 2016) Appeal AA(West Field 5) and Appeal BB (Park 2) (Less HLF).	
	Payment into the Escrow Account for BPT to be in two tranches namely £800,000 on completion of floor slab of the four units within the park that the family are occupying with the balance (£400,000) to be paid prior to the commencement of development of West Field 5 or at such earlier date or dates as the Owner may at its sole discretion determine.	
a.	Gatehouse complete East and West. (Central Roof 4.1.2.1a to 4.1.2.1, Central South Wall 4.1.2.2a to 4.1.2.2z, Central North Wall 4.1.2.4a to 4.1.2.4o, Central Archway 4.1.2.6a to 4.1.2.6h, Interior 4.1.2.7 to 4.1.2.7g and Interior 4.2.2.4)	Prior to Completion of the 25 th dwelling
b.	Gatehouse - completion of ALL improvement/ new works to central, west and east ranges. (Items 1A to 6D)	Prior to Completion of the 41 st dwelling
c.	Darcy House West Wing (including Abbots Lodging). (West Wing Roof 2.1.2.1a to 2.1.2.1b, West Wing South Wall 2.1.2.2a to 2.1.2.2i, Abbots Lodgings South Wall 2.1.2.3a to 2.1.2.3l, West Wing West Wall 2.1.2.4a to 2.1.2.4b, West Wing North Wall 2.1.2.5a to 2.1.2.5g, Abbots Lodgings North Wall 2.1.2.6a to 2.1.2.6d, Interior West Wing & Abbots Lodgings 2.1.2.7a to 2.1.2.7b)	Prior to Completion of the 52 nd dwelling
d.	Darcy House West internal fit out/improvement works (excluding Abbots Lodging). (Items 1A to 6D proportioned on a square footage basis based)	Prior to Completion of the 73 rd




JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<p>Things to do:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to do:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to do:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>
<p>Safety</p> <ul style="list-style-type: none"> Ensure you maintain your building safely. Lift heavy loads and avoid carrying materials to work. Use correct lifting techniques. Use safety harness and fall protection when working above ground level. Always use proper technique for carrying jobs, including gloves for the clearance of debris or removal of plaster, droppings from gutters. Do not use gas or electrical appliances unless you are qualified. If any doubt about safe access, particularly on roofs and at heights, use a reputable professional builder or inspector. Or work for a specialist contractor. Get your own health and safety training. For further advice contact the Health and Safety Executive - www.hse.gov.uk 					
<p>Phone and contact details for specialist services</p> <p>37 Spital Square, London, E1 1JY Tel: 0207 377 444 Email: info@spital.org.uk Website: www.spital.org.uk</p> <p>Supported by The National Lottery</p> 					

Faith in Maintenance Calendar

Faith checks are a vital part of building maintenance. Check as frequently as you can, preferably no less often than is suggested below. The best time to check gas and hot water pipes is during or just after rain as this will help you to spot any leaking pipes. Further information and guidance is available on the Faith in Maintenance website at www.spital.org.uk

Tick the boxes as you complete each task. You can also use this chart to identify any points of concern that need to be addressed.



JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to do:</p> <p><i>Take a break!</i></p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to look for:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>	<p>Things to do:</p> <ul style="list-style-type: none"> Check the boiler system. Insulated by a qualified person at least once per year. Check smoke alarm to replace the battery. Check fire alarm system and test the alarm. Check fire escape and test the alarm. Check fire escape and test the alarm. <p>Checklist: ACTION NEEDED</p>
<p>Safety</p> <ul style="list-style-type: none"> Ensure you maintain your building safely. Lift heavy loads and avoid carrying materials to work. Use correct lifting techniques. Use safety harness and fall protection when working above ground level. Always use proper technique for carrying jobs, including gloves for the clearance of debris or removal of plaster, droppings from gutters. Do not use gas or electrical appliances unless you are qualified. If any doubt about safe access, particularly on roofs and at heights, use a reputable professional builder or inspector. Or work for a specialist contractor. Get your own health and safety training. For further advice contact the Health and Safety Executive - www.hse.gov.uk 					
<p>Phone and contact details for specialist services</p> <p>37 Spital Square, London, E1 1JY Tel: 0207 377 444 Email: info@spital.org.uk Website: www.spital.org.uk</p> <p>Supported by The National Lottery</p> 					

St. Osyth Priory & Parish Trust

Articles of Association

Articles of Association of St Osyth Priory Trust

1. The company's name is

St Osyth Priory & Parish Trust

(and in this document it is called the 'charity').

Interpretation

2. In the articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

'the articles' means the charity's articles of association;

'the charity' means the company intended to be regulated by the articles;

'clear days' in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

'the Commission' means the Charity Commission for England and Wales;

'Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity;

'the directors' means the directors of the charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'the memorandum' means the charity's memorandum of association;

'officers' includes the directors and the secretary (if any);

'the seal' means the common seal of the charity if it has one;

'secretary' means any person appointed to perform the duties of the secretary of the charity;

'the United Kingdom' means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Liability of members

3. The liability of the members is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
 - (1) payment of the charity's debts and liabilities incurred before he, she or it ceases to be a member;
 - (2) payment of the costs, charges and expenses of winding up; and
 - (3) adjustment of the rights of the contributories among themselves.

Objects

4. The charity's objects ('Objects') are specifically restricted to the following:

The Preservation for the benefit of the public of the buildings, monuments and land of particular historical, architectural or construction interest firstly at St Osyth Priory and secondly St Osyth Parish.

[Nothing in the articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.]

Powers

5. The charity has power to do anything which is calculated to further its Object or is conducive or incidental to doing so. In particular, the charity has power:
 - (1) to raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations [i.e. through Social Enterprise Company];
 - (2) to buy, take on lease or in exchange, hire or otherwise acquire any property and to repair and maintain and equip it for use;
 - (3) to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011.
 - (4) to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
 - (5) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information, learnings, and advice with them;
 - (6) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Object ;

(7) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity or private organisation;

(8) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(9) to employ and remunerate such staff and volunteers as are necessary for carrying out the work of the charity. The charity may employ or remunerate a director only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article;

(10) to:

(a) deposit or invest funds;

(b) employ a professional fund-manager; and

(c) arrange for the investments or other property of the charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

(11) to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

(12) to pay out of the funds of the charity the costs of forming and registering the charity both as a company and as a charity.

Application of income and property

6. (1) The income and property of the charity shall be applied solely towards the promotion of the Object.

(2) (a) A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.

(b) A director may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(c) A director may receive an indemnity from the charity in the circumstances specified in article 57.

(d) A director may not receive any other benefit or payment unless it is authorised by article 7.

(3) Subject to article 7, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving:

(a) a benefit from the charity in the capacity of a beneficiary of the charity;

(b) reasonable and proper remuneration for any goods or services supplied to the charity.

Benefits and payments to charity directors and connected persons

7. (1) **General provisions**

No director or connected person may:

- (a) buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the charity;
- (c) be employed by, or receive any remuneration from, the charity;
- (d) receive any other financial benefit from the charity; unless the payment is permitted by sub-clause (2) of this article, or authorised by the court or the Charity Commission.

In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting directors' or connected persons' benefits

- (2) (a) A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way.
- (b) A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this article a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
- (d) A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

Payment for supply of goods only – controls

(3) The charity and its directors may only rely upon the authority provided by sub-clause (2)(c) of this article if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other directors are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so.

(d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.

(e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.

(f) The reason for their decision is recorded by the directors in the minute book.

(g) A majority of the directors then in office are not in receipt of remuneration or payments authorised by article 7.

(4) In sub clauses (2) and (3) of this article:

(a) 'charity' includes any company in which the charity:

(i) holds more than 100% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the board of the company.

(b) 'connected person' includes any person within the definition in article 61 'Interpretation'.

Declaration of directors' interests

8. A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not previously been declared. A director must absent himself or herself from any discussions of the charity directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Conflicts of interests and conflicts of loyalties

9. (1) If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

(c) the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

(2) In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

Members

10. (1) The subscribers to the memorandum are the first members of the charity.

(2) Membership is open to other individuals or organisations who:

(a) apply to the charity in the form required by the directors; and

(b) are approved by the directors.

(3) (a) The directors may only refuse an application for

membership if, acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application.

(b) The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

(c) The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

(4) Membership is not transferable.

(5) The directors must keep a register of names and addresses of the members.

Classes of membership

11. (1) The directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.

(2) The directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

(3) The rights attached to a class of membership may only be varied if:

(a) three-quarters of the members of that class consent in writing to the variation; or

(b) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

(4) The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

Termination of membership

12. Membership is terminated if:

- (1) the member dies or, if it is an organisation, ceases to exist;
- (2) the member resigns by written notice to the charity unless, after the resignation, there would be less than two members;
- (3) any sum due from the member to the charity is not paid in full within six months of it falling due;
- (4) the member is removed from membership by a resolution of the directors that it is in the best interests of the charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (a) the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
 - (b) the member or, at the option of the member, the member's representative (who need not be a member of the charity) has been allowed to make representations to the meeting.

General meetings

- 13. (1) The charity must hold its first annual general meeting within eighteen months after the date of its incorporation.
- (2) An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 14. The directors may call a general meeting at any time.

Notice of general meetings

- 15. (1) The minimum periods of notice required to hold a general meeting of the charity are:
 - (a) twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;
 - (b) fourteen clear days for all other general meetings.
- (2) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- (3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 22.
- (4) The notice must be given to all the members and to the directors and auditors.
- 16. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the charity.

Proceedings at general meetings

- 17. (1) No business shall be transacted at any general meeting unless a quorum is present.

(2) A quorum is:

(a) 5 members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or

(b) one tenth of the total membership at the time whichever is the greater.

(3) The authorised representative of a member organisation shall be counted in the quorum.

18. (1) If:

(a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the directors shall determine.

(2) The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

(3) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

19. (1) General meetings shall be chaired by the person who has been appointed to chair meetings of the directors.

(2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors shall chair the meeting.

(3) If there is only one director present and willing to act, he or she shall chair the meeting.

20. (1) The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

(2) The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

(3) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

(4) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

21. (1) Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

(a) by the person chairing the meeting; or

(b) by at least two members present in person or by proxy and having the right to vote at the meeting; or

- (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- (2) (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- (b) The result of the vote must be recorded in the minutes of the charity but the number or proportion of votes cast need not be recorded.
- (3) (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- (4) (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- (5) (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- (c) The poll must be taken within thirty days after it has been demanded.
- (d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

Content of proxy notices

22. (1) Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which
- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as -

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

22. A (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the charity by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Written resolutions

23. (1) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

(a) a copy of the proposed resolution has been sent to every eligible member;

(b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

(c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

(2) A resolution in writing may comprise several copies to which one or more members have signified their agreement.

(3) In the case of a member that is an organisation, its authorised representative may signify its agreement.

Votes of members

24. Subject to article 11, every member, whether an individual or an organisation, shall have one vote.

25. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

26. (1) Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity.

(2) The organisation must give written notice to the charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the charity. The representative may continue to represent the organisation until written notice to the contrary is received by the charity.

(3) Any notice given to the charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The charity shall not be required to consider whether the representative has been properly appointed by the organisation.

Directors

27. (1) A director must be a natural person aged 16 years or older.

(2) No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 39.

28. The minimum number of directors shall be five but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

29. The first directors shall be those persons notified to Companies House as the first directors of the charity.

30. A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

Powers of directors

31. (1) The directors shall manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.

(2) No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

(3) Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

Retirement of directors

32. At the first annual general meeting all the directors must retire from office unless by the close of the meeting the members have failed to elect sufficient directors to hold a quorate meeting of the directors. At each subsequent annual general meeting one-fifth of the directors or, if their number is not five or a multiple of five, the number nearest to one-fifth, must retire from office. If there is only one director he or she must retire. Directors can be reappointed.

33. (1) The directors to retire by rotation shall be those who have been longest in office since their last appointment. If any directors became or were appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

(2) If a director is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

Appointment of directors

34. The maximum number of directors shall, unless otherwise determined by special resolution, be 15.
35. The Board of directors should be appointed by open recruitment and directors should have the requisite skills to assist the charity in carrying out its objects, including, but not limited to, planning, property management, tourism, architecture, finance, legal, marketing, project delivery, fundraising, education, community engagement, hospitality and heritage management.
36. (1) In addition, the board should ideally also consist of:
- a) At least one director being an elected member or officer of Tendring District Council.
 - b) At least one director being an elected member or officer of St. Osyth Parish Council.
 - c) At least one director put forward by the owners of St. Osyth Priory.
 - d) At least one director representing local business interests.
- (2) Should any of the above parties fail to nominate a director for the board, that position will remain vacant until such time as a candidate comes forward.
37. The charity may by ordinary resolution:
- (1) appoint a person who is willing to act to be a director; and
 - (2) determine the rotation in which any additional directors are to retire.
38. No person other than a director retiring by rotation may be appointed a director at any general meeting unless:
- (1) he or she is recommended for re-election by the directors; or
 - (2) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the charity is given a notice that:
 - (a) is signed by a member entitled to vote at the meeting;
 - (b) states the member's intention to propose the appointment of a person as a director;
 - (c) contains the details that, if the person were to be appointed, the charity would have to file at Companies House; and
 - (d) is signed by the person who is to be proposed to show his or her willingness to be appointed.
39. All members who are entitled to receive notice of a general meeting must be given not less than fourteen nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a director other than a director who is to retire by rotation. The notice should include the object of the meeting, the name and address of the person to be proposed and the name of the member proposing such person.
40. (1) The directors may appoint a person who is willing to act to be a director.

(2) A director appointed by a resolution of the other directors must retire at the next annual general meeting and must not be taken into account in determining the directors who are to retire by rotation.

41. The appointment of a director, whether by the charity in general meeting or by the other directors, must not cause the number of directors to exceed any number fixed as the maximum number of directors.

Disqualification and removal of directors

42. A director shall cease to hold office if he or she:

(1) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

(2) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);

(3) ceases to be a member of the charity;

(4) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(5) resigns as a director by notice to the charity (but only if at least two directors will remain in office when the notice of resignation is to take effect); or

(6) is absent without the permission of the directors from over 50% of meetings in a year and the directors resolve that his or her office be vacated.

Remuneration of directors

43. The directors must not be paid any remuneration unless it is authorised by article 7.

Proceedings of directors

44. (1) The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.

(2) Any director may call a meeting of the directors.

(3) The secretary (if any) must call a meeting of the directors if requested to do so by a director.

(4) Questions arising at a meeting shall be decided by a majority of votes.

(5) In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

[(6) A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.

45. (1) No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. ['Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.

(2) The quorum shall be five or the number nearest to one-third of the total number of directors, whichever is the greater, or such larger number as may be decided from time to time by the directors.

(3) A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.

46. If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

47. (1) The directors shall appoint a director to chair their meetings and may at any time revoke such appointment.

(2) If no-one has been appointed to chair meetings of the directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.

(3) The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the directors.

48. (1) A resolution in writing or in electronic form agreed by all of the directors entitled to receive notice of a meeting of the directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

(2) The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

Delegation

49. (1) The directors may delegate any of their powers or functions to a committee of three or more directors but the terms of any delegation must be recorded in the minute book.

(2) The directors may impose conditions when delegating, including the conditions that:

(a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;

(b) no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the directors.

(3) The directors may revoke or alter a delegation.

(4) All acts and proceedings of any committees must be fully and promptly reported to the directors.

Validity of directors' decisions

50. (1) Subject to article 47(2), all acts done by a meeting of directors, or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

(a) who was disqualified from holding office;

(b) who had previously retired or who had been obliged by the constitution to vacate office;

(c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

(d) the vote of that director; and

(e) that director being counted in the quorum;

the decision has been made by a majority of the directors at a quorate meeting.

(2) Article 47(1) does not permit a director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 47(1), the resolution would have been void, or if the director has not complied with article 8.

Seal

51. If the charity has a seal it must only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary (if any) or by a second director.

Minutes

52. The directors must keep minutes of all:

(1) appointments of officers made by the directors;

(2) proceedings at meetings of the charity;

(3) meetings of the directors and committees of directors including:

(a) the names of the directors present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

Accounts

53. (1) The directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

(2) The directors must keep accounting records as required by the Companies Act.

Annual Report and Return and Register of Charities

54. (1) The directors must comply with the requirements of the Charities Act 2011 with regard to the:

(a) transmission of a copy of the statements of account to the Commission;

(b) preparation of an Annual Report and the transmission of a copy of it to the Commission;

(c) preparation of an Annual Return and its transmission to the Commission.

(2) The directors must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

Means of communication to be used

55. (1) Subject to the articles, anything sent or supplied by or to the charity under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

56. Any notice to be given to or by any person pursuant to the articles:

(1) must be in writing; or

(2) must be given in electronic form.

57. (1) The charity may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member's address.

(e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting.

(2) A member who does not register an address with the charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the charity.

58. A member present in person at any meeting of the charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

59. (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(2) Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

(3) In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

(a) 48 hours after the envelope containing it was posted; or

(b) in the case of an electronic form of communication, 48 hours after it was sent.

Indemnity

57. (1) The charity shall indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

(2) In this article a 'relevant director' means any director or former director of the charity.

Rules

57. (1) The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.

(2) The bye laws may regulate the following matters but are not restricted to them:

(a) the admission of members of the charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

(b) the conduct of members of the charity in relation to one another, and to the charity's employees and volunteers;

(c) the setting aside of the whole or any part or parts of the charity's premises at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;

(e) generally, all such matters as are commonly the subject matter of company rules.

(3) The charity in general meeting has the power to alter, add to or repeal the rules or bye laws.

(4) The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity.

(5) The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

Disputes

58. If a dispute arises between members of the charity about the validity or propriety of anything done by the members of the charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

Dissolution

59. (1) The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities

have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

(2) Subject to any such resolution of the members of the charity, the directors of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred:

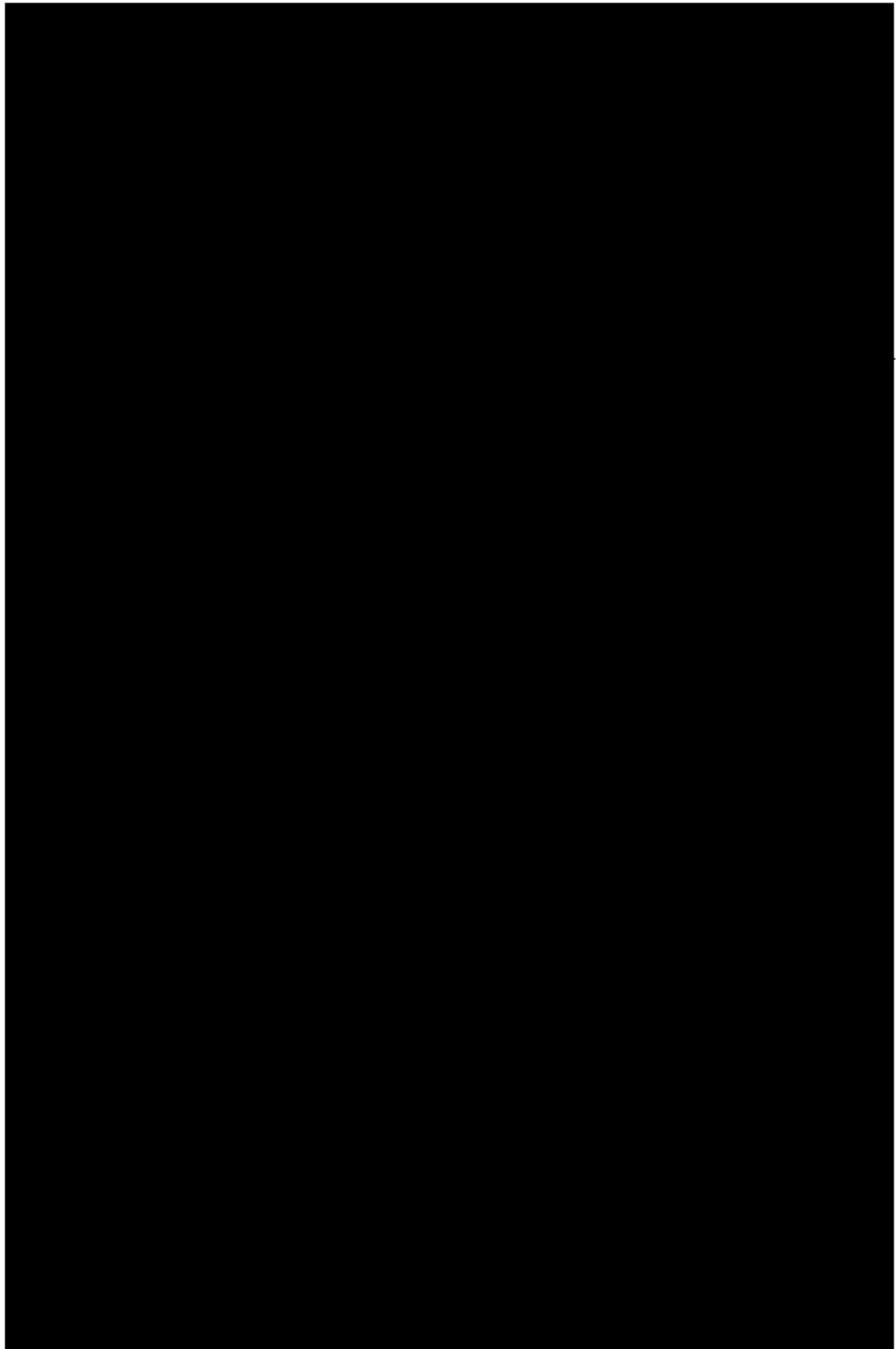
- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

(3) In no circumstances shall the net assets of the charity be paid to or distributed among the members or director of the charity (except to a member that is itself a charity) and if no resolution in accordance with article 60(1) is passed by the members or the directors the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

Interpretation

60. In article 7, sub-clause (2) of article 9 and sub-clause (2) of article 47 'connected person' means:

- (1) a child, parent, grandchild, grandparent, brother or sister of the director;
- (2) the spouse or civil partner of the director or of any person falling within sub-clause (1) above;
- (3) a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above;
- (4) an institution which is controlled –
 - (a) by the director or any connected person falling within sub-clause (1), (2), or (3) above; or
 - (b) by two or more persons falling within sub-clause 4(a), when taken together
- (5) a body corporate in which –
 - (a) the director or any connected person falling within subclauses (1) to (3) has a substantial interest; or
 - (b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.
 - (c) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.



Appendix 4

CIL Regulations Compliance Note

18 November 2016

Appellants' Regulation 122 CIL Regulations Compliance Note - 18 Nov 2016

This Compliance Note is to be read in conjunction with the proposed Section 106 Heads of Terms.

Regulation 122(2) Community Infrastructure Levy Regulations 2010 provides that:

(2) A planning obligation may only constitute a reason for granting planning permission for the development if the obligation is—

- (a) necessary to make the development acceptable in planning terms;
- (b) directly related to the development; and
- (c) fairly and reasonably related in scale and kind to the development.

In support of these appeals, the Appellants will enter into a s106 planning obligation committing them to undertake the Restoration Scheme, as defined. The Restoration Scheme commits the Appellants to undertaking repairs to the heritage assets as defined in Appendix 1, in advance of the new build development subject only to the Heads of Terms.

Dr. Lee's Report received 17th November 2016 Table 3.42.1 'Updated Assessment' identified the Historic Asset Repair Costs at £13,579,297 and the Historic Asset Conversion and Refurbishment Costs at £5,256,173 – a total of £18,835,470 – as being 55.89% of the total Conservation Deficit of £33,701,540.

The proposed obligation complies with the terms of Regulation 122:

- (a) The proposed obligation is necessary to make the development acceptable in planning terms. The Appeals are being promoted as enabling development i.e. development which is contrary to relevant planning policies, on the grounds that they will generate public benefits primarily in the form of repair and restoration of the heritage assets. As this is enabling development, no other financial contributions are being offered in support of the appeals e.g. affordable housing/ education.
- (b) It is directly related to the development. The monies to be put towards the repair and restoration of the heritage assets constitute a proportion of the Residual Site Value generated by the Appeal Schemes, as explained above.
- (c) The amount to be committed to the Restoration Scheme has been carefully calculated by reference to the proportion of 'historic asset and repair' works and 'conversion and refurbishment' works which feeds into the overall conservation deficit i.e. 55.89%. The obligation is therefore fairly and reasonably related in scale and kind to the development.

St Osyth Priory Section 106 Restoration Works Calculations

The spreadsheet attached to this CIL Note, entitled "St Osyth Priory Section 106 Restoration Works Calculations 18.11.2016" demonstrates a number of points by using the Residual Land Values generated by Appeals AA & BB including:

- I. The Residual Land Value used in the calculation (on the far-right hand side, columns 9-13 entitled "Residual Land Value Table") which relates directly to Dr Lee's report November

of the Residual Land Value be used to pay for the Identified works but after the deduction of £1,200,000 for the monies towards the grant funding escrow. This leaves a Remaining Residual Land Value of £6,208,002, which then at 55.89% gives a net-amount of £3,469,652 used to pay for the Identified works.

2. The "St Osyth Priory Section 106 Restoration Works Calculations 18.11.2016" (Sargeant Family Proposed Restoration Works) table (columns 1-7) identifies the phases of Restoration Works. The para references in the table relate directly to the Carden & Godfrey Condition Survey 2009 and the McBains Cooper Costplan March 2012 (Updated May 2013). A worked example of this is provided later in this CIL Note.
3. The Restoration Works Cascade (column 8, in the centre of the spreadsheet) identifies how the 55.89% of the RLV is spent and the surplus at each phase.

The works identified will be in line with the Restoration Works Cascades and will be in the order set out in Appendix 1 subject only to the Heads of Terms, always starting from the earliest phase depending on which item is relevant.

A Specific Worked Example

Phase e. relates to works to the Darcy House East Wing Roof (highlighted in yellow) and states:

2.2 Darcy House East Wing Roof condition survey works 2.2.2.1

The Section references relate directly to the Carden & Godfrey Condition Survey. The relevant pages of which are identified on the following pages and the Section references are identified with a red box.

2.2.2 East Wing: Condition

2.2.2.1 Roof

The roofs are a mixture of peg tiles and slates with lead ridge on the peg tiles and clay ridge to the slates. All roofs require complete re-tiling reusing existing tiles and slates making up the shortfall to match. The ridge tiles have been bedded in cement mortar and therefore allowance should be made for replacement. The lead box gutters are wide and whilst some repairs and replacements have been carried out, these too have failed. Consideration should be given to reforming the gutters to reduce lengths of bays and improve steps, detailing etc. Ventilation should be considered to roof voids. All timber work should be inspected and the necessary repairs carried out after inspection by a structural engineer. All mortar fillets should be replaced by lead flashing on all roof abutments. Hard cementitious render to be removed to the rear of the parapet and replaced with lime render. There are currently two roof hatches for access to roof space, these should be replaced and new timber hatch covered in copper for weathering. The timber roof lantern requires new sills throughout, the glazing to the roof needs glass re-bedding and lead cover moulds replacing. All the glazing putties need to be removed and replaced prior to the full redecoration of the complete lantern.

There are 9No chimney stacks which are generally in fair condition, although the brickwork at the base of each stack needs generally full re-pointing and replacement of defective bricks. One clay decorative pot has been strapped up with metal straps; this should be replaced with new to match existing along with replacing the missing pot on the south elevation which is currently capped with a piece of paving. All stacks should have bird guards fitted to eliminate the current problem of birds nesting within.

The coping stones to the parapets are generally in sound condition, although re-pointing is required to joints. Allow for 2No replacement coping stones. Lead hoppers and downpipes need minor repair and redressing, including new fixings as required.

The rear of the Vintoner wall on the south elevation is in poor condition and needs a full re-point following replacement of defective bricks. The top of the wall has been partially capped with tiles, which also needs completely re-laying to include lead flashings. There has been some movement and separation between the brick skins and roof covering. The lower mono-pitch roof, also pitched against the south Vintoner part, has also suffered from movement; closer inspection of timber work is required before re-tiling is carried out.

The text and the section references have then been used in the McBains Cooper Costplan, so that there is a direct link between the Condition Survey and the costs associated with the works identified in the Condition Survey. See relevant page from the McBains Cooper Costplan below which replicates the text from the Condition Survey and is identified with a red box.

Element		Quantity	Unit	Rate	Sub-Total	TOTAL
2.0 Darcy House - West, East & South Wings				£	£	£
0A	Condition Survey					
2.0	DARCY HOUSE (Listing Grade I)					
2.2.2	East Wing: Condition				*	
2.2.2.1	Roof				*	
2.2.2.1a	The roofs are a mixture of peg tiles and slates with lead ridge on the peg tiles and clay ridge to the slates. All roofs require complete re-tiling reusing existing tiles and slates making up the shortfall to match. The ridge tiles have been bedded in cement mortar and therefore allowance should be made for complete replacement. The lead box gutters are wide and whilst some repairs and replacements have been carried out, these too have failed. The gutter bays should be reformed to reduce lengths of bays and improve steps, detailing etc. Ventilation should be provided to roof voids. All timberwork should be closely inspected when roof is stripped of its coverings and the necessary repairs carried out after inspection by a structural engineer. All mortar fillets should be replaced by lead flashing on all roof abutments. Hard cementitious render to be removed to the rear of the parapet and replaced with lime render. There are currently two roof hatches for access to roof space, these should be replaced and new timber hatch covered in copper for weathering.				*	

Element	Quantity	Unit	Rate	Sub-Total	TOTAL
2.0 Darcy House - West, East & South Wings					
			£	£	£
0A	Condition Survey				
2.0	DARCY HOUSE (Listing Grade I)				
2.2.2	East Wing: Condition				
2.2.2.1	Roof				
2.2.2.1a	<p>The roofs are a mixture of peg tiles and slates with lead ridge on the peg tiles and clay ridge to the slates. The timber roof lantern requires new sills throughout, and two new timber finials, the glazing to the roof needs glass re-bedding and lead cover moulds replacing. All the glazing putties need to be removed and replaced prior to the full redecoration of the complete lantern.</p>				
	Take off and remove roof covering and construction	600	m ²	7	4,200
	Slate roof covering	600	m ²	136	82,800
	Lead Ridge / Hips	105	m	62	6,510
	Eaves	175	m	13	2,275
	Verge, stepped lead flashing	10	m	168	1,680
	Lead flashing	106	m	84	8,904
	Lime render in repairs	85	m ²	108	9,158
	Lead stepped flashing	22	m	143	3,146
	Soakers	220	No	18	3,960
	Valley	12	m	218	2,616
	Access hatch, to enlarged opening	2	No	1536	3,072
	Overhaul windows / roof light	3	No	550	1,650
	Remove existing cill, reinstaate with new oak	3	m	230	690
	Lead flashing to roof light	1	No	790	790
					131,451
2.2.2.1b	<p>There are 9No chimney stacks which are generally in fair condition, although the brickwork at the base of each stack needs generally full re-pointing and replacement of defective bricks. One clay decorative pot has been strapped up with metal straps; this should be replaced with new to match existing along with replacing the missing pot on the south elevation which is currently capped with a piece of paving. All stacks should have bird guards fitted to eliminate the current problem of birds nesting within. Refurbishment of chimney stacks,</p>				
		9	No	1,500	13,500
	<p>The coping stones to the parapets are generally in sound condition, although re-pointing is required to joints - allow for 100% re-pointing. Allow for 2No replacement coping stones in addition. Lead hoppers and down pipes need minor repair and redressing, including new fixings as required. Replace damaged coping stones with new copings in hard limestone or equal to match; Repoint coping stone</p>				
		2	m	545	1,090
		104	m	60	6,240
					7,330

Element	Quantity	Unit	Rate	Sub-Total	TOTAL
2.0 Darcy House - West, East & South Wings					
			£	£	£
0A	Condition Survey				
2.0	DARCY HOUSE (Listing Grade I)				
2.2.2	East Wing: Condition				
2.2.2.1	Roof				
2.2.2.1c	The rear of the Vintoner wall on the south elevation is in poor condition and needs a full re-point following replacement of defective bricks - allow for cutting out and inserting 100 No bricks.				
	The top of the wall has been partially capped with tiles, which also needs completely re-laying to include lead flashings.				
	There has been some movement and separation between the brick skins and roof covering. The lower mono-pitch roof, also pitched against the south Vintoner part, has also suffered from movement; closer inspection of timber work is required before re-tiling is carried out.				
	Extent of works agreed on site by English heritage				
	10	m2	40	400	
	100	No	15	1,500	
	5	m2	285	1,425	
	11	m	205	2,255	
	11	m	94	824	
	10	m	241	2,405	8,909

The Green box above highlights the cost of the Condition Survey repairs. The total in this example is £161,190. To this figure, it is necessary to add prelims, scaffold, contingency etc. and these figures are located at the end of each of the Costplan sections.. Using the percentages and scaffold cost identified below, the extra prelim/overhead costs to be added to the £161,190 build cost is £93,872, and £25,852 for scaffolding.

Element	Quantity	Unit	Rate
2.0 Darcy House - West, East & South Wings			
0A			£
2.0			
Condition Survey			
DARCY HOUSE (Listing Grade I)			
Condition Survey Works			
Preliminaries			20.00%
Scaffolding and Fixed Preliminaries			
Overheads			7.00%
Design and build Fees			0.00%
Fixed Price / Inflation			4.11%
Contractor's Contingency			0.00%
Professional Fees			0.00%
Client Contingency			15.00%
Direct Contracts			

Therefore, for example, a Base Build Cost of £161,190 plus the prelims of £93,872 and £25,852 equals a restoration cost of **£280,914** and this is the cost that is shown on the attached 'St Osyth Priory Section 106 Restorations Works Calculations 18.11.2016' Spreadsheet in the third column and is the cost that McBains Cooper priced the work in 2012.

Dr Lee's report received on 17th November 2016 recommended that the McBains Cooper costs (including prelims) in 2012, were 15% too high.

Column 4 in the main table therefore reduces the £280,914 by 15% to £238,777. According to Dr Lee's report received on 17th November 2016, build costs have increased by 9% over the past two years and as such Column 5 adds in this additional amount, giving £260,267. It has also been agreed with HE that 2% be added to the condition survey works due to account for deterioration over the past two years, which is included in Column 6, giving £265,472, and it is this figure that is used to demonstrate the works being undertaken by the Residual Land Value of the applications.

APPENDIX 1

Phase	St Osyth Priory S.106 Restoration Works (18 November 2016) Appeal AA (West Field 5) and Appeal BB (Park 2) (Less HLF).
	Payment into the Escrow Account for BPT to be in two tranches namely £800,000 on completion of floor slab of the four units within the park that the family are occupying with the balance (£400,000) to be paid prior to the commencement of development of West Field 5.
a.	Gatehouse complete East and West. (Central Roof 4.1.2.1a to 4.1.2.1, Central South Wall 4.1.2.2a to 4.1.2.2z, Central North Wall 4.1.2.4a to 4.1.2.4o, Central Archway 4.1.2.6a to 4.1.2.6h, Interior 4.1.2.7 to 4.1.2.7g and Interior 4.2.2.4)
b.	Gatehouse - completion of ALL improvement/ new works to central, west and east ranges. (Items 1A to 6D)
c.	Darcy House West Wing (Including Abbots Lodging). (West Wing Roof 2.1.2.1a to 2.1.2.1b, West Wing South Wall 2.1.2.2a to 2.1.2.2i, Abbots Lodgings South Wall 2.1.2.3a to 2.1.2.3l, West Wing West Wall 2.1.2.4a to 2.1.2.4b, West Wing North Wall 2.1.2.5a to 2.1.2.5g, Abbots Lodgings North Wall 2.1.2.6a to 2.1.2.6d, Interior West Wing & Abbots Lodgings 2.1.2.7a to 2.1.2.7b)
d.	Darcy House West internal fit out/Improvement works (excluding Abbots Lodging). (Items 1A to 6D proportioned on a square footage basis based)
e.	2.2 Darcy House East Wing Roof - condition survey works 2.2.2.1

St Dwyth Priory Section 106 Restoration Works Calculations 18.11.2016

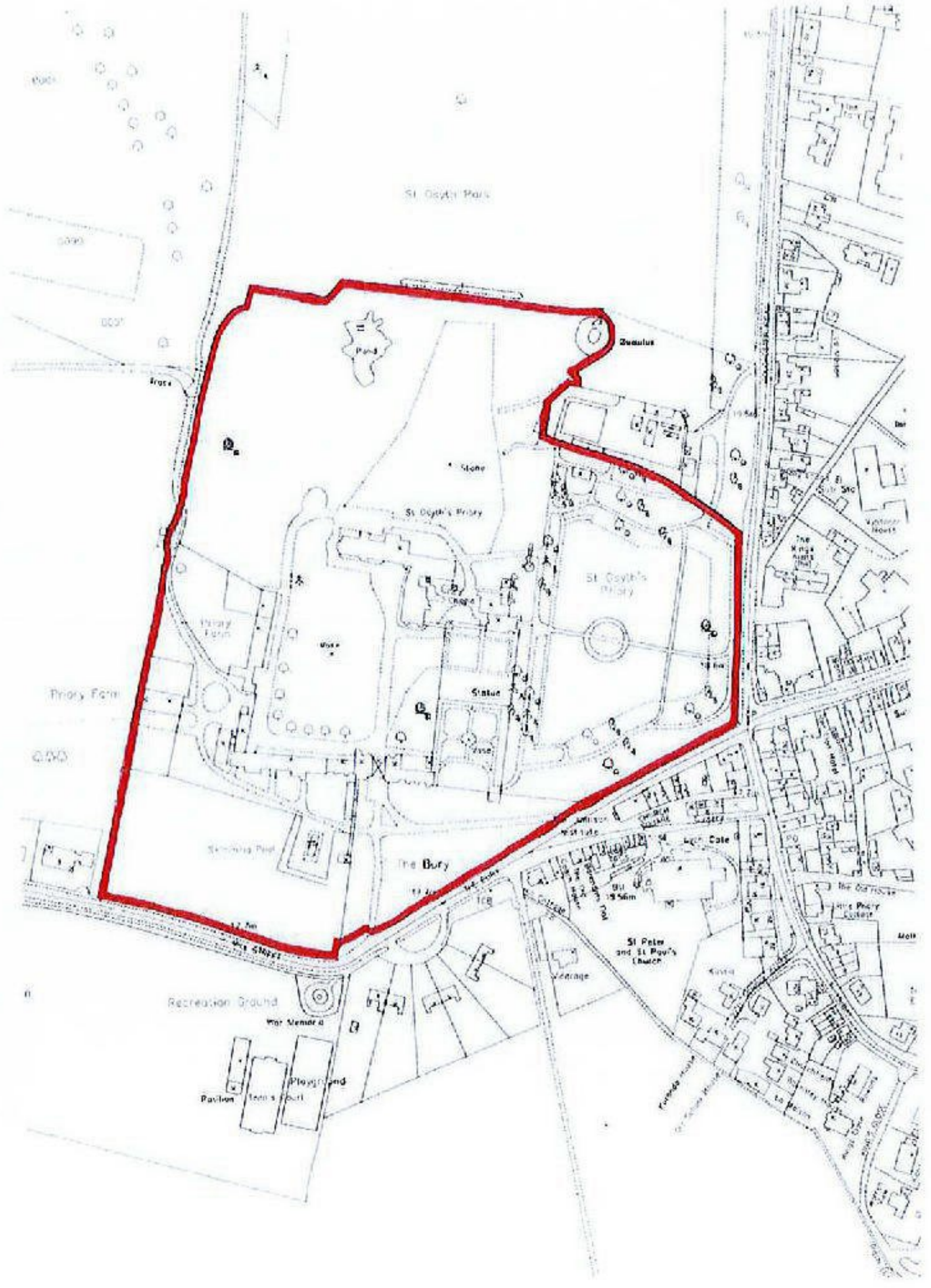
	1	2	3	4	5	6	7	8	9	10	11	12	13
Phase	Sergeant Family Proposed Restoration Works	Costs of works plus prelims in each Phase as identified by Section references in CBG Condition Survey 2010 and McSwain Cooper March 2012 Costplan Updated May 2013	Costs of works in each Phase LESS 18% In line with SMP Partibus Report Nov 2016	Costs of works with SCL Indentation Nov 14 to Aug 16 PLUS 9%	Costs of Works with Contamination PLUS 2%	Costs of Works with SCL Indentation Nov 14 to Aug 16 PLUS 9%	Costs of Works with Contamination PLUS 2%	Restoration Works Estimate	Residual Land Value	Less Fees to Escrow towards Grant 'Maze' Funding	Remaining Residual Land Value	50.00% of Remaining Residual Land Value	
A.	Underpin complete East and West (Central Roof 4.1.1 to 4.1.2.1, Central South Wall 4.1.2.2a to 4.1.2.2c, Central West Wall 4.1.2.4a to 4.1.2.4c, Central Archway 4.1.4.5a to 4.1.2.4b, Interior 4.1.2.7 to 4.1.2.7g and Interior 4.2.2.4)	1,603,049	1,406,792	1,513,413	1,544,077	1,566,073	1,449,652	17,403,000	41,400,000	26,238,000	13,619,500		
B.	Underhouse - completion of ALL improvements/ new works to central, west and east ranges (Items 1a to 6b)	404,000	402,900	405,303	417,944	2,012,015	1,407,637						
C.	Quarry House West Wing (including Abbots Lodgings, West Wing Roof 2.1.2.1a to 2.1.2.1b, West Wing South Wall 2.1.2.2a to 2.1.2.2c, Abbots Lodging South Wall 2.1.2.3a to 2.1.2.3c, West Wing West Wall 2.1.2.4a to 2.1.2.4b, West Wing North Wall 2.1.2.5a to 2.1.2.5c, Abbots Lodging North Wall 2.1.2.6a to 2.1.2.6c, Interior West Wing & Abbots Lodging 2.1.2.7a to 2.1.2.7c)	870,000	759,526	806,080	832,255	2,534,220	635,432						
D.	Quarry House West Internal fit out/improvement works (including Abbots Lodging, Parry 10 to 50 proportioned as a square footage basis)	368,066	172,802	341,073	347,833	1,192,053	287,599						
E.	Quarry House East Wing Roof (East Wing Roof 1.1.2.1a to 2.2.2.1c)	280,934	238,779	269,762	267,472	1,447,525	22,327						

TOTAL COST OF RESTORATION WORKS

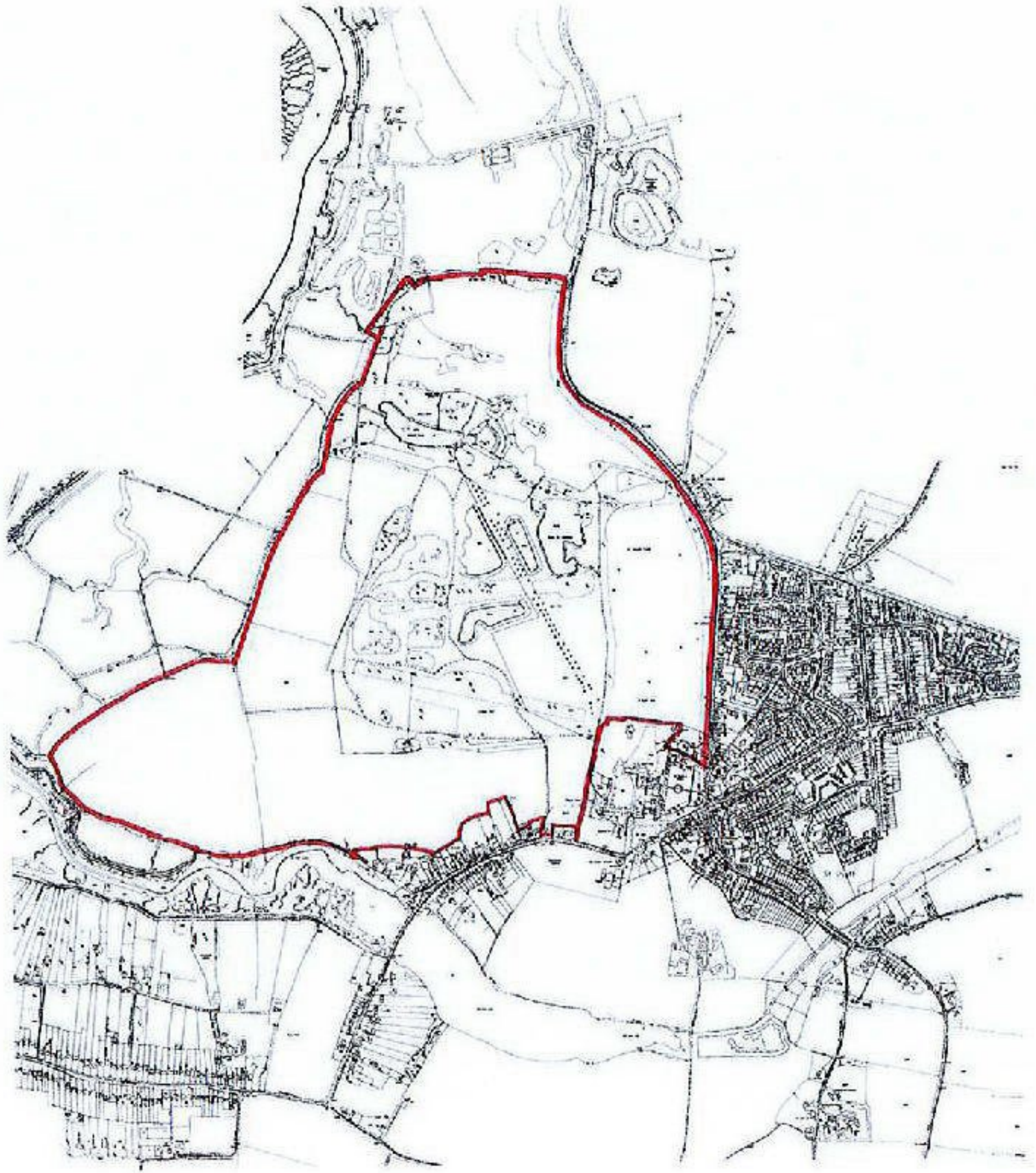
NOTE: Figures in Green/ Yellow/ Red/ Blue/ Grey refer to items in the Bill of Materials

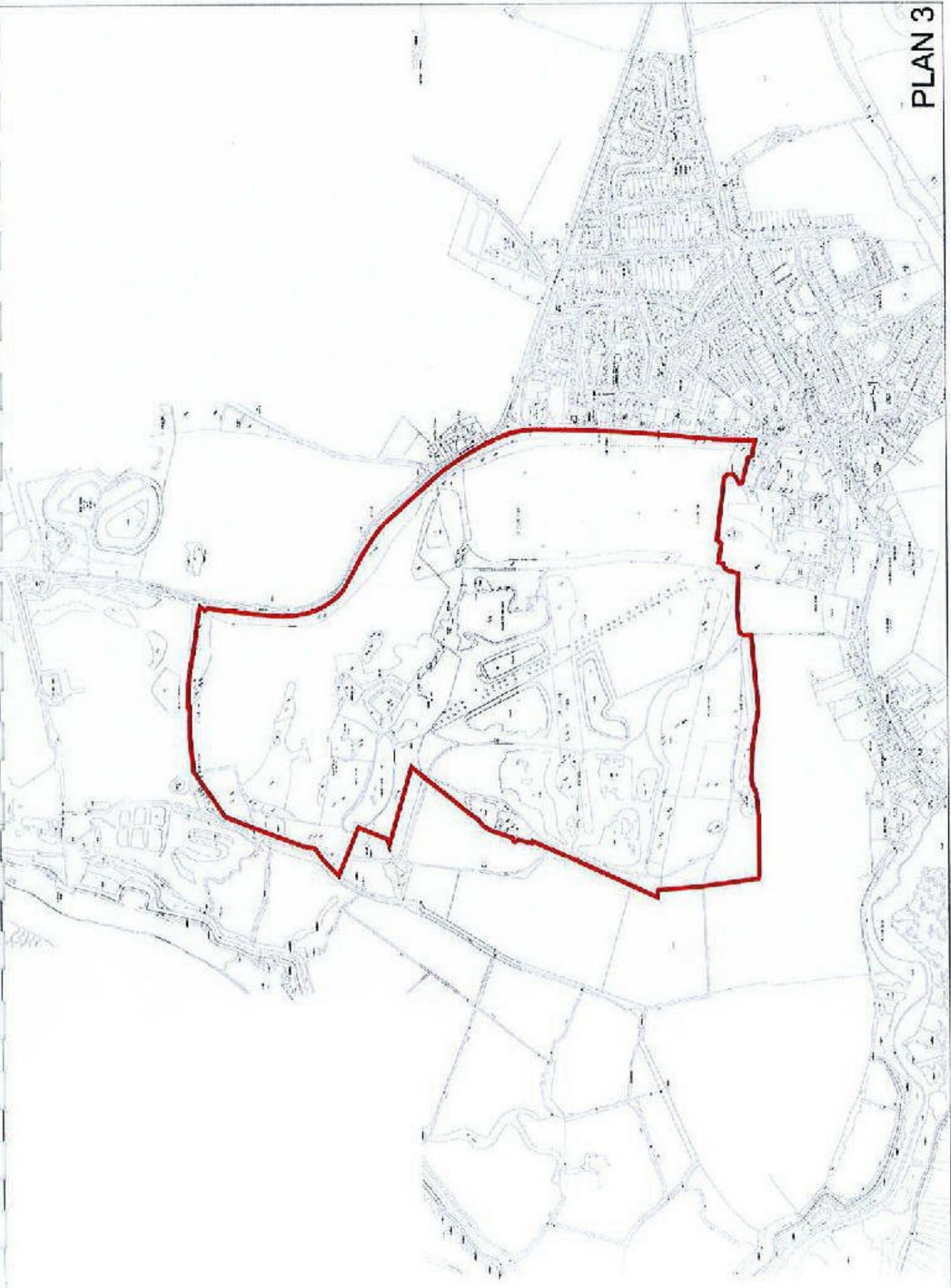
FIGURES TO BE REVIEWED WITH RESTORATION WORKS CONSULTANT WITH APPEAL

DATE OF WORKS THAT CAN BE UNDERTAKEN



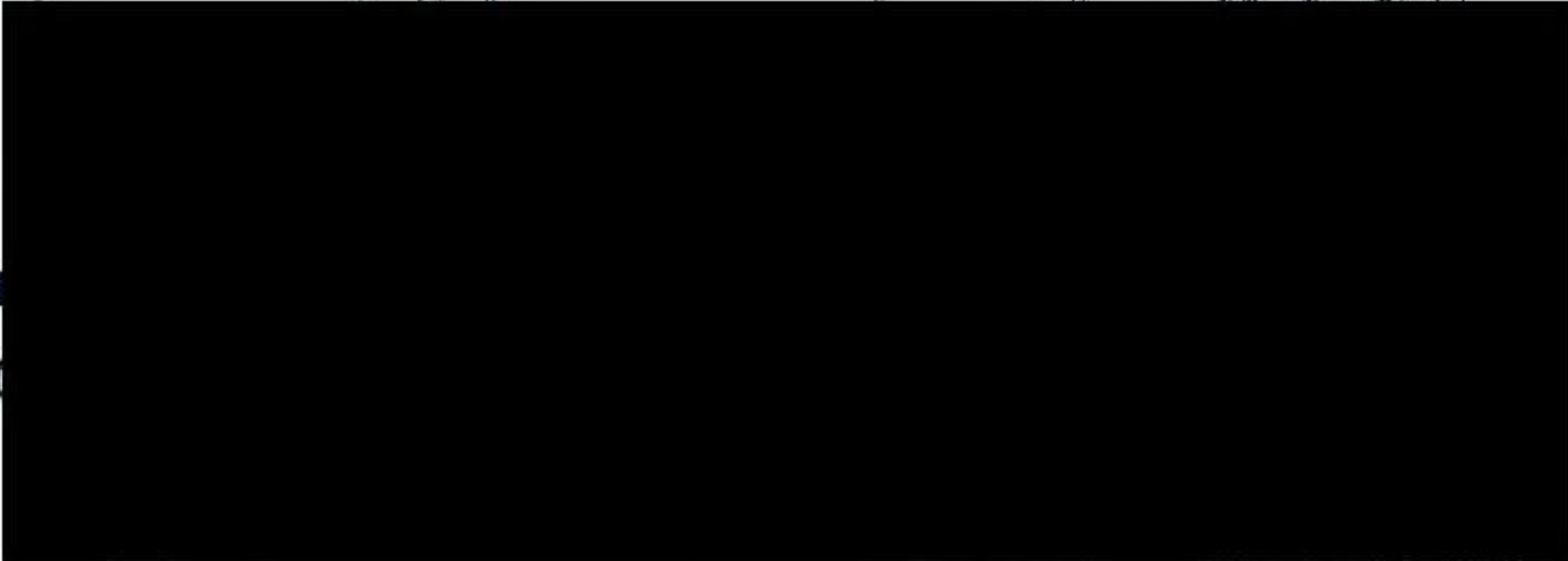
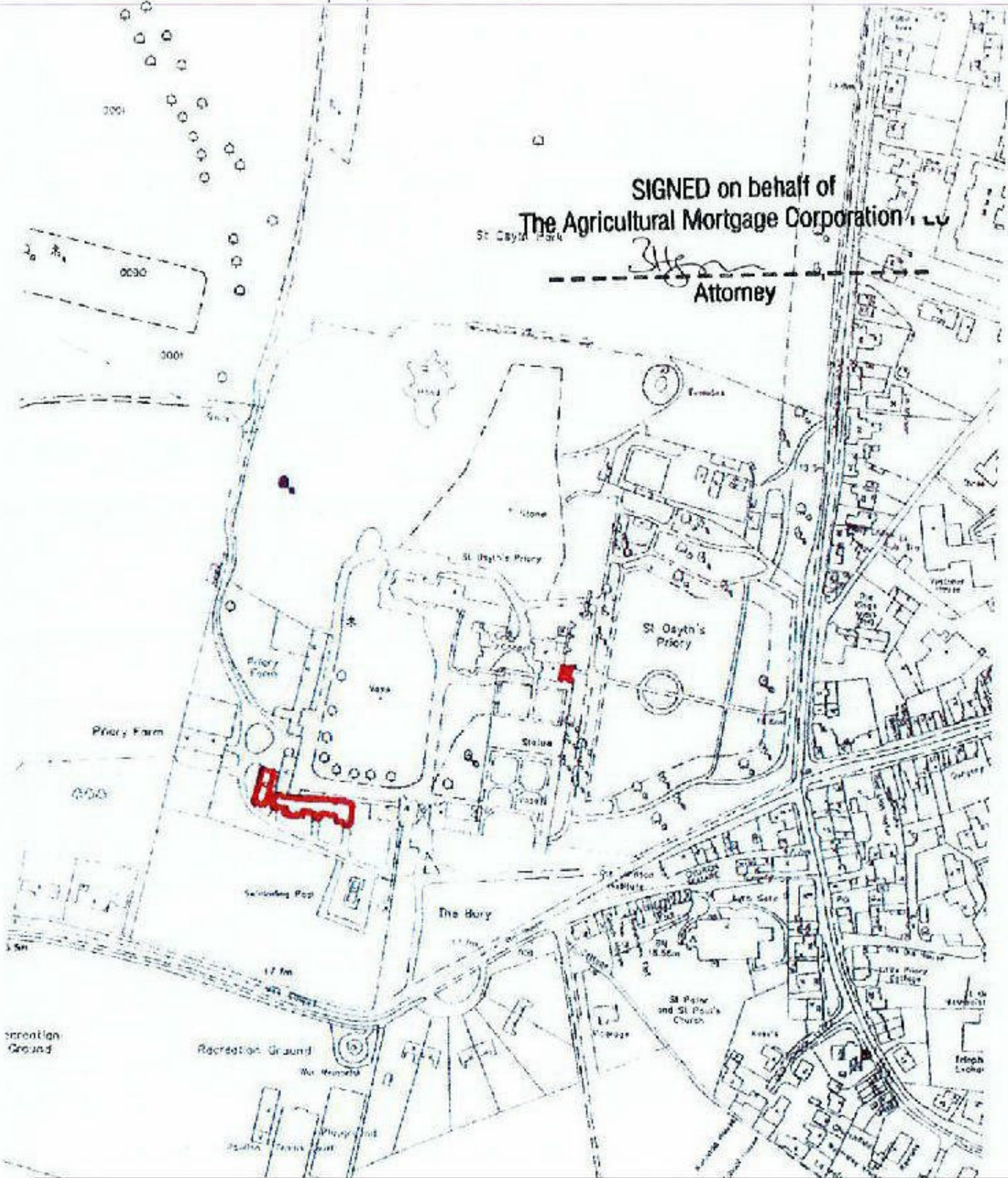
PLAN 1





SIGNED on behalf of
The Agricultural Mortgage Corporation

[Signature]
Attorney

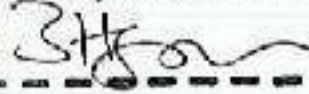


Matthew Sturt Langhorn

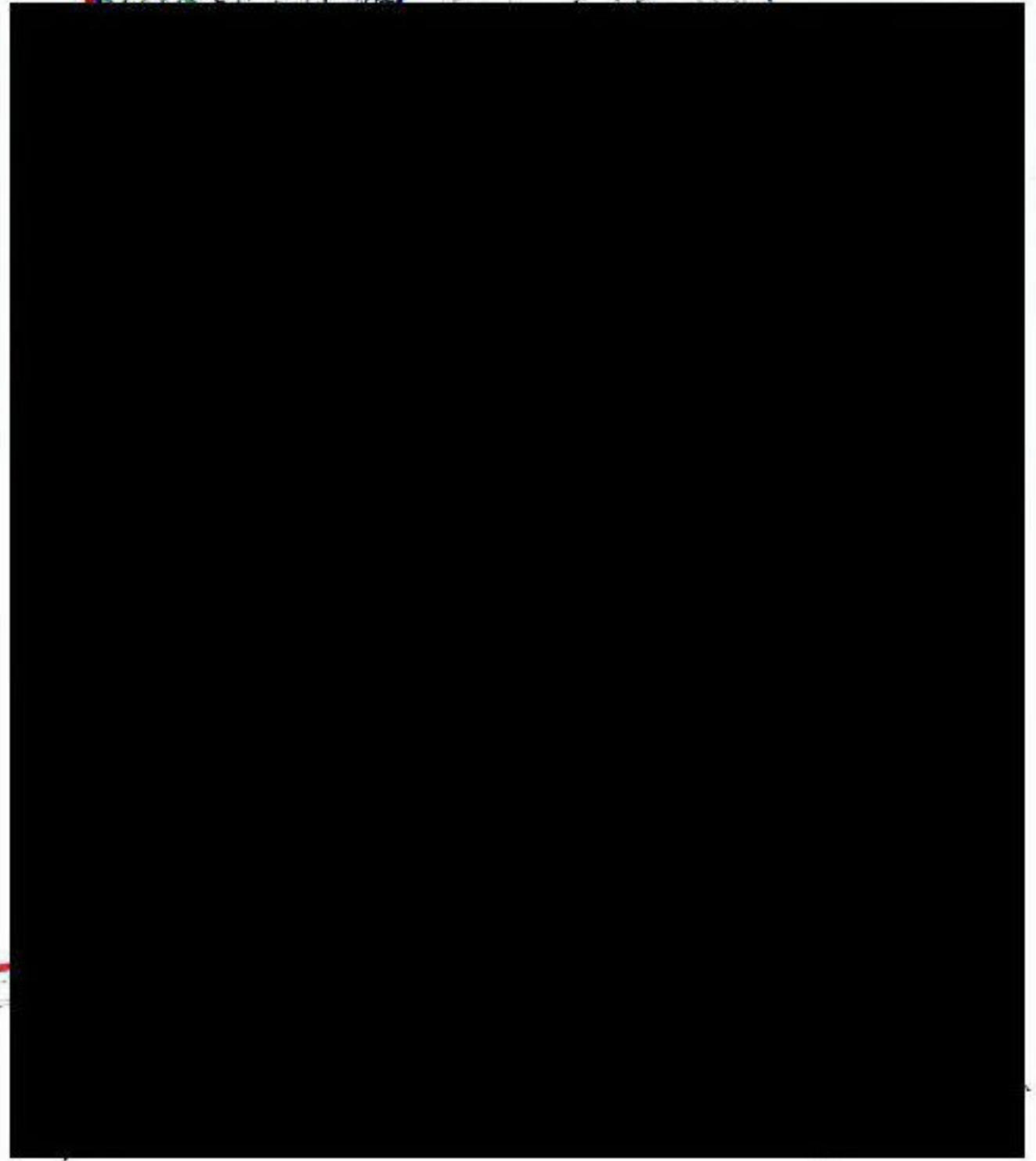
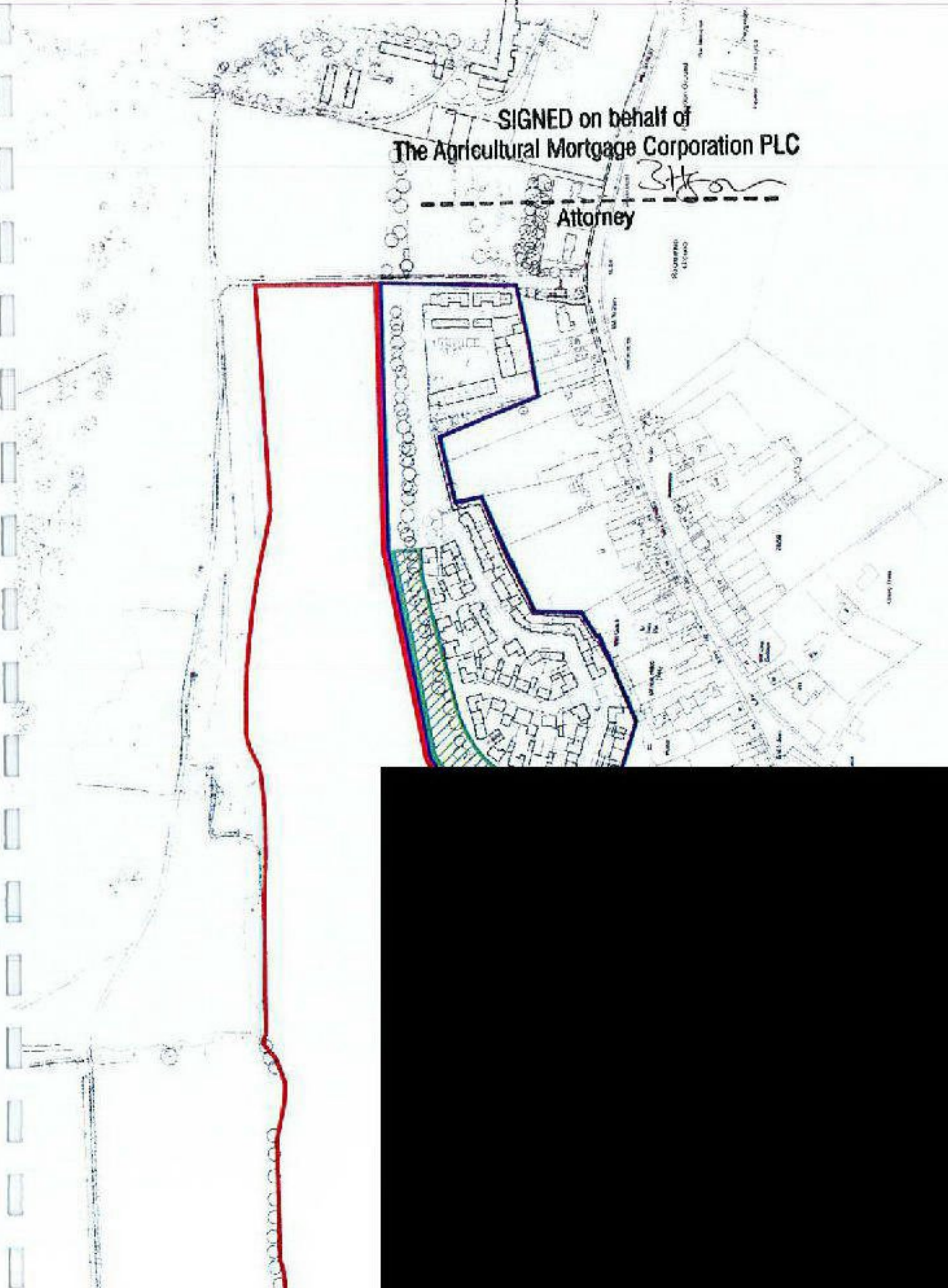
- Existing Area
- Proposed Three-Stage
- Existing Wetlands
- Existing Boundaries
- Proposed Pathway
- Proposed Development



SIGNED on behalf of
The Agricultural Mortgage Corporation PLC



Attorney



St Osyth Priory Section 106 Heads of Terms 13.11.2015

Appeal References: APP/P1560/W/16/3158325 & APP/P1560/W/16/3158326

1. The Planning obligations will comprise:
 - a. The aim to complete the restoration of the buildings on the attached list at Schedule 1 within a period of 10 years from implementation subject to the availability of funding
 - b. The recently updated figures advised by the Dr Lee Report (£7.4m) apportioned as to £1.2m into the BPT Escrow Account and £6.2m allocated against the specific works set out in the Schedule 2 attached which identify the target properties
 - c. The BPT will utilise the £1.2m towards additional grant funding. This coupled with the obligation on the Sargeants to enter into an Agreement for Lease (AFL) with the BPT on the terms identified – 90 years back to back together with an AFL with the Sargeants (or trading company) to take completed heritage assets at market rent continues the revenue stream to the BPT to pick off other heritage assets creating enlarged revenue stream
 - d. The BPT in conjunction with the Sargeants will additionally seek to generate income in the following order of priority via:
 - i. Grant funding
 - ii. Commercial borrowing
 - iii. additional Enabling Development
 so as to continue to address the target list subject to acceptable finance availability with the aim to discharge the same as soon as practicality permits
2. Additionally, the obligations will provide for:
 - a. Contractual arrangements providing for the ongoing maintenance of restored assets by Independent Management Company
 - b. Facilitating the public access ancillary to the BPT
 - c. Restrictions on the future development of the Pigeon House
3. Restrictive Covenants will be offered so as to preclude further residential development within West Field and the Park above and beyond that permitted by West Field 5 and Park 2
4. Triggers will be set out as per the triggers on Schedule 2 so as to restrict release of completed residential units unless and until identified phases of completion of restoration of heritage assets has occurred (subject only to Bond delivery to secure early completions of a phase)
5. TDC and St O Parish Council will each be invited to appoint one representative of each body, the identity subject to agreement
6. A review mechanism to allow for a re-prioritisation of the works referred to in the schedule consensually. In default of agreement any matter to be referred to an expert for determination within 21 days of a dispute
7. The preparation of a business strategy for The Priory to demonstrate the delivery of the 'aim' described in Para 1(a)

Schedule 1

- i) Darcy House
- ii) The Gatehouse (completion of works)
- iii) Abbot's Tower, chapel and 'Rivers Walk'
- iv) Brewhouse
- v) West Barn
- vi) Tilth Barn, Cart Shed and Dairy
- vii) Rose Garden Walls
- viii) Northern section of wall (with gate and windows) on the west side of the Bury



TENDRING DISTRICT COUNCIL

Planning Services

Council Offices, Thorpe Road, Weeley, Clacton-on-Sea, Essex CO16 9AJ

AGENT:	Mr Samuel Bampton - City & Country Bentfield Place Bentfield Road Stansted Essex CM24 8HL	APPLICANT:	Mr R.A, T.R, D.R, A.I Sargeant The Priory St Osyth Clacton On Sea Essex CO16 8NY
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TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO: 16/00671/FUL

DATE REGISTERED: 18th May 2016

Proposed Development and Location of the Land:

Erection of 17 dwellings for use as residential and holiday accommodation (C3 use); restoration of park landscape; bunding; re-grading of 9 hectares of land; construction and alterations to access driveway; landscaping and all ancillary works.

St Osyth Priory The Bury St Osyth Clacton On Sea

THE TENDRING DISTRICT COUNCIL AS LOCAL PLANNING AUTHORITY **HEREBY GRANT PLANNING PERMISSION** in accordance with the application form, supporting documents and plans submitted, subject to the following conditions;

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

Reason – To comply with the requirements of Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall not be implemented until a Planning Obligation under S106 of the Town & Country Planning Act 1990 pursuant to the Heads of Terms attached to this planning permission has been executed

Reason – To ensure that the benefits of enabling development in securing the future conservation of St. Osyth Priory which justify departure from other planning policies are delivered in line with paragraph 140 of the National Planning Policy Framework (NPPF) and Policy EN27 and Policy EN27a of the Tendring District Local Plan (2007).

- 3 The development hereby permitted shall be carried out in accordance with following approved plans

CC-0175-ABP012 Application Boundary Plan

CMP Figure 20 Indicative Master Plan

CC-0175-LKN1 Rev. A Site G2.3: Lake House North – Site Plan & Elevation

CC-0175-LKN2 Rev. B Site G2.3: Lake House North –Plans & Elevation

CC-0175-LKS1 Rev. A Site G3.2: Lake House South – Site Plan & Elevation

CC-0175-LKS2 Rev. A Site G3.2: Lake House South – Upper & Lower Ground Floor Plans

CC-0175-LKS3 Rev. A Site G3.2: Lake House South – Elevations

CC-0175-SL1 Site K12 South Lodge – Site Plan & South Elevation

CC-0175-SL2 Rev. B South Lodge – Floor Plans, Elevations & Details

CC-0175-NL1 Rev. C Site B: North Lodges – Site Plan & North Elevation

CC-0175-NL2 Rev. D Site B: North Lodges – Floor Plans & Elevations

CC-0175-NL3 Site B: North Lodges – Details and Garages

CC-0175-NL4 North Lodges – Elevation

CC-0175-S1 Rev. C Site J: Slip Cottages – Site Plan & North Elevation

CC-0175-S2 Rev. C Site J: Slip Cottages – Floor Plans & Elevations

CC-0175-GG1 Rev. B Site G1: Grotto Grove – Kitchen – Site Plan, Plans & Elevations

CC-0175-GG2 Rev. B Site G1: Grotto Grove – Shell House – Site Plan, Plans & Elevations

CC-0175-PH1 Rev. B Site F: Pigeon House – Site Plan, Plans & Elevations

CC-0175-DH1 Rev. B Site H: Deer House – Site Plan, Plans & Elevations

CC-0175-AH1 Rev. B Site C: Nun's Hall – Site Plan, Plans & Elevations

730A4 09 Rev. B Lodge Piece Proposed Planting

730A2 122 Rev. C Lodge Piece Sections at time of planting (showing proposed traffic mitigation measures)

730A2/222F Estate Access and Circulation Strategy

730A4/05C Deer Bank Alignment Colchester Road

730A4/08 Rev. B Proposed Traffic Mitigation Measures: Colchester Road (Sheet 1 of 2)

730A4/10 Rev. A Proposed Traffic Mitigation Measures: Colchester Road (Sheet 2 of 2)

730A2/17 Rev. F Proposed Contours - Lodge Piece (Sheet 1 of 2)

730A2 22 Rev. F Proposed Contours - Lodge Piece (Sheet 2 of 2)

CC-175-NA Drawing No. 30 The Wellwick, North Entrance Access and Footway Proposals

Reason - For the avoidance of doubt and in the interests of proper planning.

- 4 Prior to commencement of the relevant work samples of the external facing, roofing, windows, doors, rainwater goods and hardsurfacing materials to be used in construction shall be submitted to and agreed, in writing, by the Local Planning Authority. Such materials as may be agreed shall be those used in the development.

Reason – To ensure the development, as far as possible, respects, conserves and enhances the special historic and architectural character of the St. Osyth Conservation Area and the setting of St. Osyth Priory as a heritage asset.

- 6 Notwithstanding the provisions of Article 3, Schedule 2, Part 2 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) the erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure shall not be carried out except in accordance with drawings showing the siting and design of such enlargement, improvement or other alteration which shall previously have been submitted to and approved, in writing, by the Local Planning Authority.

Reason - In the interests of visual amenity as the site lies within the St. Osyth Conservation Area and forms part of the setting of St. Osyth Priory.

- 6 Notwithstanding the provisions of Article 3, Schedule 2, Part 1 Class A, B and C of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no enlargement, improvement or other alteration to the dwelling shall be erected or carried out except in accordance with drawings showing the siting and design of such enlargement, improvement or other alteration which shall previously have been submitted to and approved, in writing, by the Local Planning Authority.

Reason - In the interests of visual amenity as the site lies within the St. Osyth Conservation Area and forms part of the setting of St. Osyth Priory.

- 7 Prior to commencement of the relevant work to or in the vicinity of Nun's Hall the applicant or developer shall secure the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved, in writing, by the Local Planning Authority.

Reason - To allow proper investigation and recording of the site, which is potentially of archaeological and historic significance.

- 8 Prior to commencement of the relevant work a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and occupational phases of the development shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction and occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetables as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and materials.

- 9 Prior to commencement of the relevant work a wastewater strategy shall be submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the wastewater strategy so.

Reason – To prevent environmental and amenity problems.

- 10 Prior to commencement of the relevant work a foul water strategy submitted has been submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

Reason – To prevent environmental and amenity problems arising from flooding.

- 11 Prior to commencement of the relevant work, a scheme for the provision and implementation of surface water drainage, incorporating sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, shall be submitted and agreed, in writing, with the Local Planning Authority. The scheme shall be constructed and completed in accordance with the approved plans and prior to the occupancy of any part of the proposed development

Reason – To prevent environmental and amenity problems arising from flooding.

- 12 Prior to commencement of the relevant work, a landscape/habitat management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than, privately owned, domestic gardens, shall be submitted to and approved, in writing, by the local planning authority. The landscape/habitat management plan shall be carried out as approved in accordance with the details and timescales in the plan. The scheme shall include the following elements:
- a) Detail extent and type of new planting (NB planting to be of native species of local provenance);
 - b) Details of any SUDS e.g. attenuation ponds, wetlands;
 - c) Details of the on-site recreational area, including its size and any proposed footpaths and cycleways;
 - d) Details of maintenance and habitat monitoring regimes; and
 - e) Details of any new habitat created on site.

Reason – To ensure best practice measures are used on the site and during the construction phase of the development to secure necessary landscaping and minimise the impact on birds and wildlife.

- 13 The occupation of no more than ten of the dwellings hereby permitted as part of the development shall take place until specific works related to the reinstatement of the Deer Bank, as listed at item 8 on Drawing No: CMP Figure 19 from Annex 1 Conservation Area Management Plan (2011) by Liz Lake and the filling of Lodge Piece, as shown on drawings 730A2/17F and 730A2/22E (Lodge Piece Contours); as subsequently agreed, in writing, with the Local Planning Authority as part of a landscape management plan, have been completed.

Reason – To mitigate adverse impacts of the parkland developments on the character and significance of the registered park and garden.

- 14 Prior to commencement of the relevant work a Construction and Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the local planning authority. The CEMP shall be carried out as approved and any subsequent variations shall be agreed in writing by the local planning authority. The scheme shall include the following elements:
- a) A detailed schedule setting out how works will be phased to avoid construction at particularly sensitive times e.g. during freezing periods when wintering birds are most vulnerable to disturbance;
 - b) Plans showing which sensitive areas of the site will have restricted access as stated in paragraph 7.302 of the Environmental Statement;
 - c) Drawings showing details of design and type of external lighting to minimise the impact on bats and birds;
 - d) Measures to ensure nesting birds, bats and reptiles are not harmed during the construction phases as stated in paragraph 7.325 of the Environmental Statement;
 - e) Measures to ensure disturbance to breeding birds is minimised;
 - f) Details of the measures taken to minimise the risk of pollution on the site; and
 - g) Arrangements for habitat monitoring.

Reason – To ensure best practice measures are used on the site and during the construction phase of the development to minimise the impact on birds and wildlife.

- 15 No development shall take place, including any works of demolition, until details of a wheel and underbody cleaning facility within the site and adjacent to the egress onto the highway have been submitted to and approved in writing by the Local Planning Authority and that facility shall be maintained during the periods of demolition and construction.

Reason - To ensure that loose materials and spoil are not brought out onto the highway, in the interests of highway safety

- 16 Prior to commencement of the relevant work details of the gates at the proposed bell mouth access off Colchester Road to serve the Slip Cottages shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented prior to occupation of the development.

Reason – To protect highway efficiency of movement and safety.

- 17 Prior to commencement of the relevant work or at a later date agreed in writing by the Local Planning Authority, the applicants shall submit to the Local Planning Authority, in writing, a Local Recruitment Strategy to include details of how the applicant/ developer shall use their reasonable endeavours to promote and encourage the recruitment of employees and other staff in the locality of the application site, for the construction of the development and for the uses of the development thereafter. The approved Local Recruitment Strategy shall be adhered to therein after.

Reason - To promote and encourage the recruitment of employees and other staff in the locality of the application site in accordance with Policy PRO3 of the of the Tendring District Local Plan Proposed Submission Draft (2012) as amended by The Tendring District Local Plan: Pre-Submission Focussed Changes (2014).

- 18 Prior to commencement of the relevant work which impacts on bat commuting and foraging routes, details of external lighting shall be submitted and approved in writing by the Local Planning Authority. External lighting shall be implemented and retained in accordance with the approved scheme.

Reason - To ensure lighting is sensitively designed, minimises light spillage and avoids illuminating bat commuting and foraging routes and to ensure the use of low level, directional lighting to minimise light pollution.

- 19 Prior to commencement of the relevant work a Construction Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period and the approved measures shall be retained for the duration of the construction works.

The Statement shall detail the following:

- i. the parking and turning of vehicles of site operatives and visitors;
- ii. loading and unloading of plant and materials;
- iii. storage of plant and materials used in constructing the development;
- iv. the erection and maintenance of security hoarding including decorative

- displays and facilities for public viewing, where appropriate;
- v. details of measures to prevent mud and other such material migrating onto the highway from construction vehicles;
- vii. measures to control the emission of dust and dirt during construction;
- viii. a scheme for waste minimisation and recycling/disposing of waste resulting from construction works.

Reason - In the interests of highway safety and residential amenity.

- 20 No construction work shall take place onsite outside the hours of 07:30 to 18:00 Monday to Friday and 07:30 to 13:30 on Saturday and no time whatsoever on Sundays or Public Holidays, unless otherwise agreed with the Local Planning Authority. This includes deliveries to the site or work undertaken by contractors or sub-contractors.

Reason - In the interests of residential amenity.

- 21 Notwithstanding what is shown on drawing number 730A2/50E with respect to 'Site J - Slip Cottages', details of revised access, layout, parking and landscaping arrangements for this development shall be submitted to and approved, in writing, with the Local Planning Authority prior to commencement of the relevant work. The scheme shall be constructed and completed in accordance with the approved plans and prior to the occupancy of any of the dwellings proposed within this part of the development.

Reason - To ensure the development reflects the withdrawal of application 11/00334/FUL which proposed the construction of a visitor centre/function room suite to the south of the proposed Slip Cottages with parking and access arrangements to the north and west.

DATED: 18th November 2016

SIGNED:



Catherine Bicknell
Head of Planning

IMPORTANT INFORMATION :-

The local planning authority considers that the following policies and proposals in the development plan are relevant to the above decision:

- | | |
|------|----------------------------------------------------|
| QL1 | Spatial Strategy |
| QL2 | Promoting Transport Choice |
| QL7 | Rural Regeneration |
| QL9 | Design of New Development |
| QL10 | Designing New Development to Meet Functional Needs |
| QL11 | Environmental Impacts and Compatibility of Uses |

QL12	Planning Obligations
HG1	Housing Provision
HG3	Residential Development Within Defined Settlements
HG3A	Mixed Communities
HG4	Affordable Housing in New Developments
HG6	Dwelling Size and Type
HG7	Residential Densities
HG9	Private Amenity Space
COM2	Community Safety
COM8	Provision of Recreational Open Space for New Residential Development
COM21	Light Pollution
COM23	General Pollution
COM26	Contributions to Education Provision
COM29	Utilities
COM31A	Sewerage and Sewage Disposal
EN1	Landscape Character
EN3	Coastal Protection Belt
EN6	Biodiversity
EN6A	Protected Species
EN6B	Habitat Creation
EN11A	Protection of International Sites European Sites and RAMSAR Sites
EN12	Design and Access Statements
EN13	Sustainable Drainage Systems
EN17	Conservation Areas
EN23	Development within the Proximity of a Listed Building
EN27	Enabling Development
EN27A	St Osyth Priory
EN29	Archaeology

EN30	Historic Towns
TR1A	Development Affecting Highways
TR3A	Provision for Walking
TR5	Provision for Cycling
TR6	Provision for Public Transport Use
TR7	Vehicle Parking at New Development

Tendring District Local Plan: 2013-2033 and Beyond – Preferred Options Consultation Document

SP1	Presumption in Favour of Sustainable Development
SP4	Infrastructure and Connectivity
SP5	Place Shaping Principles
SPL1	Managing Growth
SPL2	Settlement Development Boundaries
SPL3	Sustainable Design
HP4	Open Space, Sports and Recreation Facilities
PL1	Housing Supply
LP2	Housing Choice
LP3	Housing Density
LP4	Housing Layout
LP5	Affordable and Council Housing
LP7	Self-Build and Custom-Built Homes
PP12	Improving Education and Skills
PP13	The Rural Economy
PPL2	Coastal Protection Belt
PPL3	The Rural Landscape
PPL4	Biodiversity and Geodiversity
PPL5	Water Conservation, Drainage and Sewerage
PPL7	Archaeology

PPL8	Conservation Areas
PPL9	Listed Buildings
PPL10	Enabling Development
CP1	Sustainable Transport and Accessibility
CP3	Improving the Telecommunications Network

Essex County Council Car Parking Standards - Design and Good Practice

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Standard Informative 3: If the development includes the construction of a new building on or at the boundary of 2 properties, work to an existing party wall or party structure or involve excavation near to and below the foundation level of neighbouring buildings, you are advised that the provisions of the Party Wall Act 1996 may apply to this development. An explanatory booklet concerning the implications of this Act is available online or from the District Council.

The attached notes explain the rights of appeal.

NOTES FOR GUIDANCE

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APPEALS TO THE SECRETARY OF STATE

- 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 Secretary of State under Section 78 of the Town and Country Planning Act 1990.
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- The Secretary of State can allow a longer period for giving notice of an appeal, but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
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- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

ENFORCEMENT

- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
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St Osyth Priory Section 106 Heads of Terms 18.11.2016

Appeal References: APP/P1560/W/16/3158325 & APP/P1560/W/16/3158326

1. The Planning obligations will comprise:
 - a. The aim to complete the restoration of the buildings on the attached list at Schedule 1 within a period of 10 years from implementation subject to the availability of funding
 - b. The recently updated figures advised by the Dr Lee Report (£7.4m) apportioned as to £1.2m into the BPT Escrow Account and £6.2m allocated against the specific works set out in the Schedule 2 attached which identify the target properties
 - c. The BPT will utilise the £1.2m towards additional grant funding. This coupled with the obligation on the Sargeants to enter into an Agreement for Lease (AFL) with the BPT on the terms identified – 90 years back to back together with an AFL with the Sargeants (or trading company) to take completed heritage assets at market rent continues the revenue stream to the BPT to pick off other heritage assets creating enlarged revenue stream
 - d. The BPT in conjunction with the Sargeants will additionally seek to generate income in the following order of priority via:
 - i. Grant funding
 - ii. Commercial borrowing
 - iii. additional Enabling Development
 so as to continue to address the target list subject to acceptable finance availability with the aim to discharge the same as soon as practicality permits
2. Additionally, the obligations will provide for:
 - a. Contractual arrangements providing for the ongoing maintenance of restored assets by Independent Management Company
 - b. Facilitating the public access ancillary to the BPT
 - c. Restrictions on the future development of the Pigeon House
3. Restrictive Covenants will be offered so as to preclude further residential development within West Field and the Park above and beyond that permitted by West Field 5 and Park 2
4. Triggers will be set out as per the triggers on Schedule 2 so as to restrict release of completed residential units unless and until identified phases of completion of restoration of heritage assets has occurred (subject only to Bond delivery to secure early completions of a phase)
5. TDC and St O Parish Council will each be invited to appoint one representative of each body, the identity subject to agreement
6. A review mechanism to allow for a re-prioritisation of the works referred to in the schedule consensually. In default of agreement any matter to be referred to an expert for determination within 21 days of a dispute
7. The preparation of a business strategy for The Priory to demonstrate the delivery of the 'aim' described in Para 1(a)

Schedule 1

- i) Darcy House
- ii) The Gatchouse (completion of works)
- iii) Abbot's Tower, chapel and 'Rivers Wall'
- iv) Brewhouse
- v) West Barn
- vi) Tithe Barn, Cart Shed and Dalry
- vii) Rose Garden Walls
- viii) Northern section of wall (with gate and windows) on the west side of the Bury

Schedule 2

Phase	St Osyth Priory S.106 Restoration Works (18 November 2016) Appeal AA(West Field 5) and Appeal BB (Park 2) (Less HLF).	
	Payment into the Escrow Account for BPT to be in two tranches namely £800,000 on completion of floor slab of the four units within the park that the family are occupying with the balance (£400,000) to be paid prior to the commencement of development of West Field 5.	
a.	Gatehouse complete East and West. (Central Roof 4.1.2.1a to 4.1.2.1, Central South Wall 4.1.2.2a to 4.1.2.2z, Central North Wall 4.1.2.4a to 4.1.2.4b, Central Archway 4.1.2.6a to 4.1.2.6h, Interior 4.1.2.7 to 4.1.2.7g and Interior 4.2.2.4)	Prior to Completion of the 25 th dwelling
b.	Gatehouse - completion of ALL improvement/ new works to central, west and east ranges. (Items 1A to 6D)	Prior to Completion of the 41 st dwelling
c.	Darcy House West Wing (including Abbots Lodging). (West Wing Roof 2.1.2.1a to 2.1.2.1b, West Wing South Wall 2.1.2.2a to 2.1.2.2i, Abbots Lodgings South Wall 2.1.2.3a to 2.1.2.3i, West Wing West Wall 2.1.2.4a to 2.1.2.4b, West Wing North Wall 2.1.2.5a to 2.1.2.5g, Abbots Lodgings North Wall 2.1.2.6a to 2.1.2.6d, Interior West Wing & Abbots Lodgings 2.1.2.7a to 2.1.2.7b)	Prior to Completion of the 52 nd dwelling
d.	Darcy House West internal fit out/improvement works (excluding Abbots Lodging). (Items 1A to 6D proportioned on a square footage basis based)	Prior to Completion of the 73 rd dwelling
e.	2.2 Darcy House East Wing Roof - condition survey works 2.2.2.1	Prior to Completion of the 82 nd dwelling.



TENDRING DISTRICT COUNCIL

Planning Services

Council Offices, Thorpe Road, Weeley, Clacton-on-Sea, Essex CO16 9AJ

AGENT:	Mr Samuel Bampton - City & Country Residential Limited Bentfield Place Bentfield Road Stansted CM24 8HL	APPLICANT:	Mr R.A, T.R, D.R, A.I Sargeant St Osyth Priory The Bury St Osyth Clacton On Sea Essex CO16 8NZ
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TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO: 16/00656/FUL

DATE REGISTERED: 18th May 2016

Proposed Development and Location of the Land:

Demolition of existing property at 7 Mill Street and the creation of 72 no. two, three and four bedroom houses, plus associated roads, car parking, garages and landscaping.

St Osyth Priory The Bury St Osyth Clacton On Sea

THE TENDRING DISTRICT COUNCIL AS LOCAL PLANNING AUTHORITY **HEREBY GRANT PLANNING PERMISSION** in accordance with the application form, supporting documents and plans submitted, subject to the following conditions;

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

Reason – To comply with the requirements of Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall not be implemented until a Planning Obligation under S106 of the Town & Country Planning Act 1990 pursuant to the Heads of Terms attached to this planning permission has been executed.

Reason – To ensure that the benefits of enabling development in securing the future conservation of St. Osyth Priory which justify departure from other planning policies are delivered in line with paragraph 140 of the National Planning Policy Framework (NPPF) and Policy EN27 and Policy EN27a of the Tendring District Local Plan (2007).

- 3 The development hereby permitted shall be carried out in accordance with following approved plans:

OC002-01-01 Rev. A Location Plan

CC0175/MS-7-1 Location/Site Plan No. 7 Mill Street

CMP Figure 20 – Indicative Master Plan

OC002-03-01 Rev. G Proposed Development Layout

OC002-03-10 Rev. A Proposed Development Layout overlay with previous applications

CC002-03-02 Rev. A Proposed Detailed Development Layout
 CC002-03-05 Rev. A proposed Development Layout with Drainage Pond
 CC002-03-03 Rev. A Proposed Materials Layout

CC002-50-01 Rev. A Mill Street Cottage Floor Plan and Elevations
 CC002-50-02 Rev. A Type C Floor Plan and Elevations
 CC002-50-03 Rev. A Type D Floor Plan and Elevations
 CC002-50-04 Rev. A Type E Floor Plan and Elevations
 CC002-50-05 Rev. A Type F Floor Plan and Elevations
 CC002-50-06 Rev. A Type G Floor Plan and Elevations
 CC002-50-07 Rev. A Type H Floor Plan and Elevations
 CC002-50-08 Rev. A Type J Floor Plan and Elevations
 CC002-50-09 Rev. A Type K Floor Plan and Elevations

CC002-50-17a Rev. B Proposed Rear and End Elevations for plots 58-50
 CC002-50-17 Rev. A Proposed Plans and Front Elevations for plots 58-50
 CC002-50-16 Rev. B Proposed Plans and Front Elevations for Plots 63-59
 CC002-50-16a Rev. B Proposed Rear and End Elevations for Plots 63-59
 CC002-50-15 Rev. B Proposed Plans and Front Elevations for Plots 68-71; 64-67
 (mirrored)
 CC002-50-15a Rev. A Proposed Rear and End Elevations for Plots 68-71; 64-67
 (mirrored)

CC002-ST-01 Rev. A Proposed Street Scene Elevations Plots 1-7, 43-48
 CC002-ST-03 Rev. A Proposed Street Scene Elevations Plots 16-23, 33-36
 CC002-ST-02 Rev. D Proposed Street Scene Elevations Plots 58-50, 64-71

CC002-60-01 Rev. 00 Single Garages SG1 & SG2 Floor plans & elevations
 CC002-60-02 Rev. A Pairs of Single Garages SG3 & SG4 Floor plans & elevations
 CC002-60-03 Rev. 00 Carport Floor Plan & Elevations
 CC002-60-04 Rev. A Carport Floor Plan & Elevations

Reason - For the avoidance of doubt and in the interests of proper planning.

- 4 Prior to commencement of the relevant work samples of the external facing, roofing, windows, doors, rainwater goods and hardsurfacing materials to be used in construction shall be submitted to and agreed, in writing, by the Local Planning Authority. Such materials as may be agreed shall be those used in the development.

Reason - To ensure the development, as far as possible, respects, conserves and enhances the special historic and architectural character of the St. Osyth Conservation Area and the setting of St. Osyth Priory as a heritage asset.

- 5 Notwithstanding the provisions of Article 3, Schedule 2, Part 2 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) the erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure shall not be carried out except in accordance with drawings showing the siting and design of such enlargement, improvement or other alteration which shall previously have been submitted to and approved, in writing, by the Local Planning Authority.

Reason - In the interests of visual amenity as the site lies within the St. Osyth Conservation Area and forms part of the setting of St. Osyth Priory.

- 6 Notwithstanding the provisions of Article 3, Schedule 2, Part 1 Class A, B and C of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no enlargement, improvement or other alteration to the dwelling shall be erected or carried out except in accordance with drawings showing the siting and design of such enlargement, improvement or other alteration which shall previously have been submitted to and approved, in writing, by the Local Planning Authority.

Reason - In the interests of visual amenity as the site lies within the St. Osyth Conservation Area and forms part of the setting of St. Osyth Priory.

- 7 Prior to commencement of the relevant work a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and occupational phases of the development shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction and occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetables as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and materials.

- 8 Prior to commencement of the relevant work a wastewater strategy shall be submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the wastewater strategy so approved.

Reason - To prevent environmental and amenity problems.

- 9 Prior to commencement of the relevant work a foul water strategy shall be submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

Reason - To prevent environmental and amenity problems arising from flooding.

- 10 Prior to commencement of the relevant work, a scheme for the provision and implementation of surface water drainage, incorporating sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, shall be submitted and agreed, in writing, with the Local Planning Authority. The scheme shall be constructed and completed in accordance with the approved plans and prior to the occupancy of any part of the proposed development. Surface water shall be discharged from the site at a rate no greater than 4.87l/s as identified within the submitted Flood Risk Assessment.

Reason - To prevent environmental and amenity problems arising from flooding and to ensure a satisfactory method of surface water drainage.

- 11 Prior to commencement of the relevant work, a landscape/habitat management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than, privately owned, domestic gardens, shall be submitted to and approved, in writing, by the local planning authority. The landscape/habitat management plan shall be carried out as approved in accordance with the details and timescales in the plan. The scheme shall include the following elements:
- a) Detail extent and type of new planting (NB planting to be of native species of local provenance);
 - b) Details of any SUDS e.g. attenuation ponds, wetlands;
 - c) Details of the on-site recreational area, including its size and any proposed footpaths and cycleways;
 - d) Details of maintenance regimes; and
 - e) Details of any new habitat created on site.

Reason – To ensure best practice measures are used on the site and during the construction phase of the development to secure necessary landscaping and minimise the impact on birds and wildlife.

- 12 Prior to commencement of the relevant work a Construction and Environmental management Plan (CEMP) shall be submitted to and approved in writing by the local planning authority. The CEMP shall be carried out as approved and any subsequent variations shall be agreed in writing by the local planning authority. The scheme shall include the following elements:
- a) A detailed schedule setting out how works will be phased to avoid construction at particularly sensitive times e.g. during freezing periods when wintering birds are most vulnerable to disturbance;
 - b) Plans showing which sensitive areas of the site will have restricted access as stated in paragraph 7.302 of the Environmental Statement;
 - c) Drawings showing details of design and type of external lighting to minimise the impact on bats and birds;
 - d) Measures to ensure nesting birds, bats and reptiles are not harmed during the construction phases as stated in paragraph 7.325 of the Environmental Statement;
 - e) Measures to ensure disturbance to breeding birds is minimised; and
 - f) Details of the measures taken to minimise the risk of pollution on the site.

Reason – To ensure best practice measures are used on the site and during the construction phase of the development to minimise the impact on birds and wildlife.

- 13 No development shall take place, including any works of demolition, until details of a wheel and underbody cleaning facility within the site and adjacent to the egress onto the highway have been submitted to and approved in writing by the Local Planning Authority and that facility shall be maintained during the periods of demolition and construction.

Reason - To ensure that loose materials and spoil are not brought out onto the highway, in the interests of highway safety.

- 14 No occupation of the development hereby permitted shall take place until the following have been completed (details of which shall have been submitted to and agreed in writing by the Local Planning Authority):

- a) A priority junction off Mill Street to provide access to the proposal site as shown in principle on planning application drawing number 208104/27 dated 24 November 2011 prepared by Waterman Boreham. Priority junction to include 2no 2 metre wide footways and a 90 x 2.4 x 90 metre visibility splay maintained clear to the ground at all times;
- b) A dropped kerb footway crossover to serve the new dwelling proposed on land immediately west of the priority junction mentioned above;
- c) An uncontrolled dropped kerb/tactile paving pedestrian crossing point in Mill Street east of the priority junction mentioned above;
- d) The relocation of the existing dropped kerb immediately north of the parking spaces at The Bury/Church Square junction further east, tactile paving provided and a matching dropped kerb/tactile paving provided on the opposite side of the carriageway;
- e) The relocation of the east bound Bus Stop on the Bury to a point further east.

Reason - To protect highway efficiency of movement and safety and to ensure the proposal site is accessible by more sustainable modes of transport such as public transport, cycling and walking.

- 15 Notwithstanding the details shown, prior to commencement of the development the planning application drawings shall be amended and submitted to and approved in writing by the local planning authority to show provision of the following:
- a) 0.5 metre wide adoptable overhang strip along the eastern side of the estate road from the Mill Street footway to an appropriate point within the proposal site;
 - b) Any shared footpath/cyclepaths 3 metres wide and any footpaths 2 metres wide;
 - c) An appropriate turning facility within the access way leading to plots 59-71 to accommodate refuse, service and emergency vehicles;
 - d) matching dropped kerb/tactile paving on the opposite side of The Bury carriageway (as mentioned under d) of condition 14 above).

The approved details shall be implemented prior to occupation of the development

Reason - To protect highway efficiency of movement and safety and to ensure the proposal site is accessible by more sustainable modes of transport such as public transport, cycling and walking.

- 16 Prior to first occupation of the hereby approved development details of a Transport Information and Marketing Scheme (green travel pack) for sustainable transport shall have been previously submitted to and approved in writing by the Local Planning Authority. The Transport Information and Marketing Scheme shall be implemented as approved.

Reason - In the interests of promoting sustainable development and transport.

- 17 Prior to commencement or at a later date agreed in writing by the Local Planning Authority, the applicants shall submit to the Local Planning Authority, in writing, a Local Recruitment Strategy to include details of how the applicant/ developer shall use their reasonable endeavours to promote and encourage the recruitment of employees and other staff in the locality of the application site, for the construction of the development and for the uses of the development thereafter. The approved Local Recruitment Strategy shall be adhered to therein after.

Reason - To promote and encourage the recruitment of employees and other staff in the locality of the application site in accordance with Policy PRO3 of the of the Tendring District Local Plan Proposed Submission Draft (2012) as amended by The Tendring District Local Plan: Pre-Submission Focussed Changes (2014).

- 18 Save where Soakaways are used, Storm Water Storage shall be provided on site to accommodate the 1 in 100 year storm, inclusive of climate change.

Reason - To ensure a satisfactory method of surface water drainage.

- 19 Prior to commencement of the relevant work which impacts on bat commuting and foraging routes, details of external lighting shall be submitted and approved in writing by the Local Planning Authority. External lighting shall be implemented and retained in accordance with the approved scheme.

Reason - To ensure lighting is sensitively designed, minimises light spillage and avoids illuminating bat commuting and foraging routes and to ensure the use of low level, directional lighting to minimise light pollution.

- 20 Prior to commencement of the relevant work a Construction Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period and the approved measures shall be retained for the duration of the construction works.

The Statement shall detail the following:

- i. the parking and turning of vehicles of site operatives and visitors;
- ii. loading and unloading of plant and materials;
- iii. storage of plant and materials used in constructing the development;
- iv. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- v. details of measures to prevent mud and other such material migrating onto the highway from construction vehicles;
- vi. measures to control the emission of dust and dirt during construction;
- vii. a scheme for waste minimisation and recycling/disposing of waste resulting from construction works.

Reason - In the interests of highway safety and residential amenity.

- 21 No construction work shall take place onsite outside the hours of 07:30 to 18:00 Monday to Friday and 07:30 to 13:30 on Saturday and no time whatsoever on Sundays or Public Holidays, unless otherwise agreed with the Local Planning Authority. This includes deliveries to the site or work undertaken by contractors or sub-contractors

Reason - In the interests of residential amenity.

- 22 Within 24 months from the date when any of the buildings permitted are first used for the purpose of residential dwellings, the land shown on the approved plan OC002-03-01 Rev G as open space shall be laid out in accordance with that plan as amenity land and thereafter retained for public use.

Reason - The amenity land is an essential element of the development and must be provided and retained for the future.

DATED: 18th November 2016

SIGNED:



Catherine Bicknell
Head of Planning

IMPORTANT INFORMATION :-

The local planning authority considers that the following policies and proposals in the development plan are relevant to the above decision:

Tendring District Local Plan 2007

QL1	Spatial Strategy
QL2	Promoting Transport Choice
QL7	Rural Regeneration
QL9	Design of New Development
QL10	Designing New Development to Meet Functional Needs
QL11	Environmental Impacts and Compatibility of Uses
QL12	Planning Obligations
HG1	Housing Provision
HG3	Residential Development Within Defined Settlements
HG3A	Mixed Communities
HG4	Affordable Housing in New Developments
HG6	Dwelling Size and Type
HG7	Residential Densities
HG9	Private Amenity Space
HG14	Side Isolation
COM2	Community Safety
COM6	Provision of Recreational Open Space for New Residential Development
COM21	Light Pollution

COM23	General Pollution
COM26	Contributions to Education Provision
COM29	Utilities
COM31A	Sewerage and Sewage Disposal
EN1	Landscape Character
EN3	Coastal Protection Belt
EN6	Biodiversity
EN6A	Protected Species
EN6B	Habitat Creation
EN11A	Protection of international Sites European Sites and RAMSAR Sites
EN12	Design and Access Statements
EN13	Sustainable Drainage Systems
EN17	Conservation Areas
EN23	Development within the Proximity of a Listed Building
EN27	Enabling Development
EN27A	St. Osyth Priory
EN29	Archaeology
EN30	Historic Towns
TR1A	Development Affecting Highways
TR3A	Provision for Walking
TR5	Provision for Cycling
TR6	Provision for Public Transport Use
TR7	Vehicle Parking at New Development

Tendring District Local Plan: 2013-2033 and Beyond – Preferred Options Consultation Document

SP1	Presumption in Favour of Sustainable Development
SP4	Infrastructure and Connectivity
SP6	Place Shaping Principles

SPL1	Managing Growth
SPL2	Settlement Development Boundaries
SPL3	Sustainable Design
HP4	Open Space, Sports and Recreation Facilities
PL1	Housing Supply
LP2	Housing Choice
LP3	Housing Density
LP4	Housing Layout
LP5	Affordable and Council Housing
PP12	Improving Education and Skills
PP13	The Rural Economy
PPL2	Coastal Protection Belt
PPL3	The Rural Landscape
PPL4	Biodiversity and Geodiversity
PPL5	Water Conservation, Drainage and Sewerage
PPL7	Archaeology
PPL8	Conservation Areas
PPL9	Listed Buildings
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Informative: The applicant's attention is drawn to the advisory comments of Essex County Council Archaeological Officer dated 10th June 2016.

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- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder or minor commercial appeal) of the date of this notice, whichever period expires earlier.

St Osyth Priory Section 106 Heads of Terms 18.11.2016

Appual References: APP/P1560/W/16/3158325 & APP/P1560/W/16/3158326

1. The Planning obligations will comprise:
 - a. The aim to complete the restoration of the buildings on the attached list at Schedule 1 within a period of 10 years from implementation subject to the availability of funding
 - b. The recently updated figures advised by the Dr Lee Report (£7.4m) apportioned as to £1.2m into the BPT Escrow Account and £6.2m allocated against the specific works set out in the Schedule 2 attached which identify the target properties
 - c. The BPT will utilise the £1.2m towards additional grant funding. This coupled with the obligation on the Sargeants to enter into an Agreement for Lease (AFL) with the BPT on the terms identified – 90 years back to back together with an AFL with the Sargeants (or trading company) to take completed heritage assets at market rent continues the revenue stream to the BPT to pick off other heritage assets creating enlarged revenue stream
 - d. The BPT in conjunction with the Sargeants will additionally seek to generate income in the following order of priority via:
 - i. Grant funding
 - ii. Commercial borrowing
 - iii. additional Enabling Development
 so as to continue to address the target list subject to acceptable finance availability with the aim to discharge the same as soon as practicality permits
2. Additionally, the obligations will provide for:
 - a. Contractual arrangements providing for the ongoing maintenance of restored assets by Independent Management Company
 - b. Facilitating the public access ancillary to the BPT
 - c. Restrictions on the future development of the Pigeon House
3. Restrictive Covenants will be offered so as to preclude further residential development within West Field and the Park above and beyond that permitted by West Field 5 and Park 2
4. Triggers will be set out as per the triggers on Schedule 2 so as to restrict release of completed residential units unless and until identified phases of completion of restoration of heritage assets has occurred (subject only to Bond delivery to secure early completions of a phase)
5. TDC and St O Parish Council will each be invited to appoint one representative of each body, the identity subject to agreement
6. A review mechanism to allow for a re-prioritisation of the works referred to in the schedule consensually. In default of agreement any matter to be referred to an expert for determination within 21 days of a dispute
7. The preparation of a business strategy for The Priory to demonstrate the delivery of the 'aim' described in Para 1(a)

Schedule 1

- i) Darcy House
- ii) The Gatehouse (completion of works)
- iii) Abbot's Tower, chapel and 'Rivers Wall'
- iv) Brewhouse
- v) West Barn
- vi) Tithe Barn, Cart Shed and Dalry
- vii) Rose Garden Walls
- viii) Northern section of wall (with gate and windows) on the west side of the Bury

Phase	St Osyth Priory S.106 Restoration Works (18 November 2016) Appeal AA(West Field 5) and Appeal BB (Park 2) (Less HLF).	
	Payment into the Escrow Account for 8PT to be in two tranches namely £800,000 on completion of floor slab of the four units within the park that the family are occupying with the balance (£400,000) to be paid prior to the commencement of development of West Field 5.	
a.	Gatehouse complete East and West. (Central Roof 4.1.2.1a to 4.1.2.1, Central South Wall 4.1.2.2a to 4.1.2.2z, Central North Wall 4.1.2.4a to 4.1.2.4o, Central Archway 4.1.2.6a to 4.1.2.6h, Interior 4.1.2.7 to 4.1.2.7g and Interior 4.2.2.4)	Prior to Completion of the 25 th dwelling
b.	Gatehouse - completion of ALL Improvement/ new works to central, west and east ranges. (Items 1A to 6D)	Prior to Completion of the 41 st dwelling
c.	Darcy House West Wing (including Abbots Lodging). (West Wing Roof 2.1.2.1a to 2.1.2.1b, West Wing South Wall 2.1.2.2a to 2.1.2.2i, Abbots Lodgings South Wall 2.1.2.3a to 2.1.2.3l, West Wing West Wall 2.1.2.4a to 2.1.2.4b, West Wing North Wall 2.1.2.5a to 2.1.2.5g, Abbots Lodgings North Wall 2.1.2.6a to 2.1.2.6d, Interior West Wing & Abbots Lodgings 2.1.2.7a to 2.1.2.7b)	Prior to Completion of the 52 nd dwelling
d.	Darcy House West internal fit out/improvement works (excluding Abbots Lodging). (Items 1A to 6D proportioned on a square footage basis based)	Prior to Completion of the 73 rd dwelling
e.	2.2 Darcy House East Wing Roof - condition survey works 2.2.2.1	Prior to Completion of the 82 nd dwelling.

St Osyth Priory Planning History

Application Number	Description	Status	Date Closed
11/00328/FUL	Erection of 23 dwellings; new access road; driveways; parking; landscaping and all ancillary works (following demolition of 1 dwelling to form access).	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00329/FUL	Erection of 46 dwellings; new access road; driveways; parking; landscaping and all ancillary works (following demolition of 1 dwelling to form access).	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00330/FUL	Erection of 33 dwellings; new access road; driveways; parking; landscaping and all ancillary works (following demolition of 1 dwelling to form access).	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00331/FUL	Erection of 21 flats within a new "Maltings" style building; new access road; driveways; parking; landscaping and all ancillary works (following demolition of 1 dwelling to form access).	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00332/FUL	Erection of 19 dwellings for use as residential and holiday accommodation (C3 use); restoration of park landscape; bunding; re-grading of 9 hectares of land; construction and alterations to access driveway; landscaping and all ancillary works.	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00333/OUT	Erection of 190 dwellings on 16.3 hectares of land; new junction and access roads; driveways; parking; footpaths; landscaping and all ancillary works; use of land as an archery range; construction of access drive and layout of parking area including siting of storage container for archery equipment. The proposals also include for a new footway to be built along a section of Colchester Road, south of the Wellwick.	Approved	18.03.2016

11/00334/FUL	Construction of a visitor centre/function room suite; part change of use and alteration to Darcy House for use as a function room; internal and external alterations and all ancillary works.	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
11/00335/LBC	Alterations to Darcy House to extend window opening to ground level, insert quoins in stone and retain upper section of window as a fanlight, adapting transom to receive door and install oak frame and door to match west wing north door (but with a straight rather than arched head).	Approved	18.09.2014
11/00336/CON	Demolition of detached dwelling at 7 Mill Street.	Non Determination Appeal (Appeal Withdrawn)	13.06.2014
12/00184/FUL	Alterations and extension; change of use to a house. (Extension of time on previously approved 08/00718/FUL)	Approved	06.03.2013
12/01285/LBC	Re-ordering of interior with the opening up of windows and the forming of a new window in the gable.	Approved	08.10.2013
12/01312/FUL	New build garages, access and metal park rail fences.	Approved	26.07.2013
12/01316/FUL	Conversion of Abbots Tower into 1 no. 3 bedroom residential unit.	Approved	23.10.2013
14/00955/FUL	Restoration of historic park landscape; bunding; re-grading of approximately 9 hectares of land; construction and alterations to access driveway; landscaping and ancillary works.	Withdrawn	13.08.2014
14/00993/LBC	Taking down carefully and re-building of East Gatehouse & chimney.	Approved	15.09.2014
14/01008/FUL	Creation of a Visitor Centre in the Tithe barn, Cart Shed, Dairy and adjacent paddock including changes of use to A1, A3, B1, D2 and conference/functions/wedding reception use; construction of	Approved	09.01.2015

	extensions; internal and external alterations and all ancillary works shown on the drawings.		
14/01009/LBC	Creation of a Visitor Centre in the Tithe barn, Cart Shed, Dairy and adjacent paddock including changes of use to A1, A3, B1, D2 and conference/functions/wedding reception use; construction of extensions; internal and external alterations and all ancillary works shown on the drawings.	Approved	09.01.2015
15/01060/FUL	Removal of section of boundary wall fronting Mill Street and rebuild on a new reinforced concrete foundation.	Approved	09.09.2015
16/00018/DISCON	Discharge of condition 03 (Archaeology Report) of Listed Building Consent 14/000993/LBC.	Approved	19.02.2016
16/00019/DISCON	Discharge of condition 04 (Archaeology Report) of Listed Building Consent (12/01285/LBC)	Approved	19.02.2016
16/00656/FUL	Demolition of existing property at 7 Mill Street and the creation of 72 no. two, three and four bedroom houses, plus associated roads, car parking, garages and landscaping.	Approved	18.11.2016
16/00671/FUL	Erection of 17 dwellings for use as residential and holiday accommodation (C3 use); restoration of park landscape; bunding; re-grading of 9 hectares of land; construction and alterations to access driveway; landscaping and all ancillary works.	Approved	18.11.2016
16/00712/DISCON	Discharge of condition 6 (archaeological report) of the approved planning application 12/01312/FUL.	Split Decision	07.07.2016
16/00786/FUL	Proposed new build garages, access and metal park rail fences.	Approved	29.07.2016
16/01057/DISCON	Discharge of condition 2 (Details of materials) of approved planning application 12/01285/LBC.	Approved	23.08.2016
16/01258/DISCON	Discharge of condition 4 (materials) of Listed Building Consent	Approved	21.09.2016

	14/00993/LBC.		
16/01309/DISCON	Discharge of condition 3 (Archaeological Programme) of approved planning application 12/01316/FUL.	Split Decision	13.10.2016
17/00471/FUL	Demolition of pump-house building (including the removal of boilers/flue) and the erection of a building adjoining the bury boundary wall, for uses as a store.	Approved	16.06.2017
17/00472/FUL	Erection of new substation building (containing emergency generator and banded diesel tank) and subterranean gas governor valve.	Approved	16.06.2017
17/00634/FUL	Variation of condition 3 of planning permission 16/00671/FUL - To allow the re-location of Lake House North and South Lodge.	Approved	19.12.2018
17/00674/LBC	Demolition of pump-house building (including the removal of boilers and flue) and the erection of a building adjoining the bury boundary wall for use as a store.	Approved	16.06.2017
17/01175/FUL	Variation of condition 3 of 16/00656/FUL to allow amendments to the elevations and layout of Phase 1 and removal of condition 14 part e to remove the requirement to relocate the bus stop.	Approved	21.12.2018
17/01593/DISCON	Discharge of conditions 02 (S106 Agreement), 07 (Construction details), 08 (Wastewater Strategy), 09 (Foul Water Strategy), 10 (Surface Water Strategy) 11 (Landscape/ habitat management plan), 12 (Construction and Environmental management Plan), 13 (Cleaning facility), 14 (Highways details), 15 (Amendments to Drawings), 17 (Local Recruitment Strategy), 19 (External Lighting) and 20 (Construction Method Statement) of Planning Permission 16/00656/FUL. Discharge of Conditions 02 (S106 Agreement), 08 (Construction Details), 12 (Landscape/ habitat management plan), 14 (Construction	Approved	18.09.2018

	and Environment Plan), 15 (Cleaning facility), 17 (Local Recruitment Strategy) and 19 (Construction Method Statement) of planning permission 16/00671/FUL.		
17/01683/DISCON	Discharge of condition 03 (landscaping) of planning permission 17/00472/FUL.	Approved	10.04.2018
17/01735/DISCON	Discharge of condition 03 (external facing, roofing and hardsurfacing materials), 04 (hard and soft landscaping), 08 (written scheme of investigation), 10 (details of new or replacement windows and doors) and 11 (new balustrade and staircase drawings) of approved planning permission 14/01008/FUL. Discharge of condition 03 (external facing, roofing and hardsurfacing materials), 04 (hard and soft landscaping), 05 (details of new or replacement windows and doors) and 6 (new balustrade and staircase drawings) of planning permission 14/01009/LBC.	Approved	04.01.2018
17/01828/DISCON	Discharge of condition 4 (Materials) of approved planning application 16/00656/FUL.	Approved	29.05.2018
18/00042/DISCON	Discharge of condition 2 (wall details) of planning permission 15/01060/FUL.	Approved	26.01.2018
18/01166/FUL	Variation of condition 3 of approved application 16/00656/FUL to allow amendments to the elevations and layout of Phase 2.	Current	
18/01476/DETAIL	Erection of 190 dwellings on 16.3 hectares of land; new junction and access roads; driveways; parking; footpaths; landscaping and all ancillary works; use of land as an archery range; construction of access drive and layout of parking area including siting of storage container for archery equipment. The proposals also include for a new footway to be built along a section of Colchester Road, south of the Wellwick.	Current	

18/01596/FUL	Erection of 14 dwellings. (As part of previously approved West Field scheme.)	Current
19/00032/FUL	Variation of Condition 2 (Approved plans) of application 17/00634/FUL - to allow amendments to the elevations of Lake House North and the re-building of the end gable serving Nuns Hall.	Current
19/00208/ADV	5 No. signs to advertise development and business activities.	Current

ST OSYTH PRIORY BUSINESS PLAN PART III



Prepared by City & Country On behalf of the Sargeant Family
November 2018

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DRAFT

1. SECTION 1: EXECUTIVE SUMMARY

- 1.1. This Business Plan sets out the delivery strategy for the agreed 'vision' that will see St Osyth Priory Estate run on a commercial basis comprising the three following business operations:
 - 1.1. **A Functions and Accommodation offering:** akin to a hotel. The core of this will be weddings and other functions held in Darcy House West (including Abbots Lodging) and the Tithe Barn, plus letting accommodation provided in other buildings.
 - 1.2. **A Visitor Attraction:** This will be a combination of heritage attraction and country park, with an attractive retail, food and beverage offering.
 - 1.3. **A Holiday Cottages offering:** to make use of the environment and buildings when they are not booked for weddings and events.
- 1.2. The Aim of the Business Plan is to bring back into long term viable use the Heritage Assets at St Osyth Priory, whilst seeking to achieve the Council's goal of maximising public access and simultaneously addressing the Conservation Deficit.
- 1.3. This vision will deliver multiple benefits for the district and region, by diversifying the offering in the area and extending the traditional summer season. This will create more full-time employment in the area and reduce the negative impact that seasonal employment can have on an area. All of which will help stimulate the economic regeneration of an otherwise very deprived area. It is estimated that by Year 10 the current Vision will result in circa £7.7M of additional spending per annum within the local area.
- 1.4. The scale of the Conservation Deficit has dictated that a phased approach being taken, using funding that is available from Grant Funding, Commercial Loans, and Enabling Development.
- 1.5. The priority is to deliver the complete restoration of those heritage assets identified by the Council (via the Planning Committee Resolution in September 2016) and listed below:
 - Darcy House
 - The Gatehouse (completion of works)
 - Abbot's Tower, Chapel and 'Rivers Wall'
 - Brewhouse
 - West Barn
 - Tithe Barn, Cart Shed and Dairy
 - Rose Garden Walls
 - Crenellated Wall [Norther section of wall (with gate and windows) on the west side of the Bury]
- 1.6. The ambition is to restore the buildings as listed above and contained in the historic precinct by September 2026, which will be 10 years from the Committee Resolution of September 2016.
- 1.7. Once the future of these buildings is secured the strategy will then focus on the delivery of the other assets that are lesser graded but are still significant in their own right.
- 1.8. A 'Trust', the St Osyth Priory & Parish Trust, was established in 2016 with its aim being to support the restoration of key historic buildings at St Osyth Priory; principally the Abbot's Tower, Tithe

Barn, Dairy, Cart Lodge and boundary walls. That are deemed beneficial to providing a successful Wedding Venue and Visitor Attraction. A legal agreement is in place that requires the Trust is given a 90-year lease by the current owners, for any buildings upon which they successfully secure funding to restore in their entirety.

- 1.9. The scale of the Conservation Deficit means that the Trust are unlikely to be able to deliver the complete restoration by themselves. It was agreed by all Parties at the November 2016 Inquiry that circa £5m was the maximum amount of Grant Funding that the Trust were likely to be able to secure towards the restoration. The Trust has already made a grant application of circa £3m to contribute to the restoration of the Tithe Barn, Dairy and Cart Lodge. They also intend to make further grant applications for funding towards the restoration of the Abbot's Tower.
- 1.10. This plus the £1.2m already secured for the Trust via Enabling Development means that they will make a valuable contribution to reducing the Conservation Deficit that is circa £32.4m but a significant funding gap will remain.
- 1.11. It is proposed to deliver the restoration works in two phases. Phase 1 being those heritage assets that are required for the delivery of the initial business operations, which are as follows:
 - Darcy House West
 - Abbot's Lodgings (Darcy House)
 - Gatehouse
 - Tithe Barn, Dairy and Cart Lodge
 - Bailiffs Cottage
 - Crenellated Wall
- 1.12. Phase 2 comprises the remaining heritage assets that are considered non-essential to the initial business offering but that can make valuable additions to its long-term prosperity.
- 1.13. Phase 2 is split in to sub-phases, 2a including those remaining heritage assets not delivered by Phase 1 but identified by the Council as a Priority. Items in Phase 2b are those heritage assets not specifically noted in the Committee Resolution but nevertheless include listed assets that will impact on the overall success of the venture to varying degrees.
- 1.14. Subject to the success of the Trust's Heritage Enterprise Bid for the Tithe Barn, Dairy and Cart Lodge and the approval of a "quasi enabling development package" at Foots Farm, based on the affordable requirement. This application is currently registered with the Council, funding for the delivery of phase 1 will have been secured.
- 1.15. Those works within phase 1 that already have funding secured have already commenced and the intention is that phase 1 will complete end of 2021, allowing the businesses to become operational in 2022.
- 1.16. The funding mix for phase 1 is as follows:

Phase 1 Funding Mix (To open the venue in earnest):

Source	Amount	Comments

Consented Enabling Development	£9,810,000	Total raised by Wellwick, Park and West Field, which has secured works to Bailiffs Cottage, Darcy West, Abbot's Lodging (repair only), Darcy East roof and Gatehouse (complete)
Trust Money	£950,000	Portion of the £1.2m secured for the Trust via West Field & Park Enabling Development and allocated to the Tithe Barn, Dairy and Cart Lodge project.
Bank loans (commercial funding)	£2,899,922	£2.0m for new works; including Glamping Pods, Guest Suites in the Walled Garden & above the Garages, conversion of the Atcost Barn, and additional conversion costs to make properties suitable for commercial use. £904,933 borrowed by the trust against the uplift in value of the Tithe Barn, Dairy and Cart Lodge.
Grants from Historic England, HE & others	£3,120,879	£2.97 HLF bid already submitted; plus £150,000 of fund raising by the Trust including smaller Grant applications to be made.
Additional Enabling Development (Abbot's Lodgings & Crenellated Wall)	£1,103,945	Abbot's Lodgings (internal fit out)- £372,353 Remainder of Crenellated Wall- £731,594
Total	£17,884,816	

- 1.17. The Business plans aims to secure funding for phase 2a over within 12–24 months. This will include the submission of further grant applications by the Trust to fund repairs to the Abbot's Tower. Plus, further commercial borrowing and enabling development.

Phase 2a Funding Mix (to complete the Council's list of heritage assets)		
Source	Amount	Comments
Trust Money	£250,000	Remainder of £1.2m secured by Enabling Development
Grants from HLF, HE & others	£2,553,276	£400,000 Grant from Historic England. Already allocated to the Sargeant Family, the Trust are to apply for it to be transferred. The Trust are seeking an increase to cover additional costs and to improve the support for the Trust's aims.

Phase 2a Funding Mix (to complete the Council's list of heritage assets)		
		£2,144,459 from HLF Heritage Grant Scheme.
Additional Enabling Development	£14,036,196	Total cost of delivering phase 2a less the targeted grant amounts.
Total	£16,839,471	

- 1.18. It is targeted to secure 80% of the Phase 2b funding within 24–30 months, if not sooner. This will leave £2.3m of Enabling Development held in abeyance, as a contingency pending any potential improvements in the Grant Funding market or ‘super profits’ achieved from the business ventures over and above those that have already been assumed. It is anticipated that the Trust will be able to secure an additional £1m of long-term grants in years 8–10 and will receive £67,000, plus inflation of Super Profits from year 6 onwards, with a NPV equivalent to £400,000. The proposed funding mix for phase 2b is as follows:

Phase 2b Funding Mix		
Source	Amount	Comments
Long Term Grants	£1,000,000	With a proven track record there is a possibility that the Trust will be able to secure further grants from various organisations that could contribute to works later on in the plan period. £1,000,000 is considered an optimistic but achievable figure.
Super Profits	£400,000	As explained above if the business makes excess profits ‘Super Profits’ % of these will be passed on to the Trust. The cashflow is based on the work done by Savills and Colliers and it is considered an accurate forecast. Therefore, only a modest amount has been allowed for potential ‘super profits’.
Additional Enabling Development	£9,967,874	Total cost of delivering phase 2a less the targeted grant and super profit amounts.
Total:	£11,367,874	

- 1.19. In summary the proposed vision for St Osyth Priory will generate a value, once complete, of circa £11m. This is based on the projected cash flow that shows the business turning a profit in Year 5 of £70k, rising to £656k in year 10.

Completed Value of Scheme	Aug-18
Business Operations	£5,344,848
Residential Property	£3,132,795
Agricultural Land	£2,282,280
Total	£10,759,922

- 1.20. The total delivery costs of the project for those elements that don't already have funding secured is £44.37m, which gives a Conservation Deficit of £32.4 allowing for the £1.2m of Money the Trust have already secured.
- 1.21. It should also be noted that the BCIS All-In TPIU Index, at Appendix A, forecasts over the next 5 years to 2023 that build cost will rise around 38% so average of 7.6% per annum. This alone would add ` £2m plus per annum in extra build and professional fees. This is excluding estimated deterioration pa of £500k plus. It is therefore imperative that a solution is a complete solution is agreed in a timely manner preventing further increase to the Conservation Deficit.
- 1.22. Subject to the success of the Trusts submitted and intended Grant bids this amount would be reduced to £26.5m. The aim being to deliver this in the following Phases:

Phase	Conservation Deficit	Funding Secured	Timescales
Phase 1	£17.8m	£10.8m	2018-2022
Phase 2a	£16.8m	£0.25m	2019-2023
Phase 2b	£11.3m	£0m	2020-2026

2. SECTION 2: INTRODUCTION

- 2.1. Following the detailed review of the potential use options for St Osyth Priory undertaken in Parts I and II, a vision (the Vision) to achieve the Council's goal of maximising public access, whilst seeking to reduce the Conservation Deficit has now been agreed between parties. (A Conservation Deficit is the negative difference between the costs required to restore a heritage asset and bring it back into long term use and its positive value in the property market. Simply it costs more to conserve than it is worth) The Conservation Deficit is a negative number because the costs are greater than the market value of the completed property. This creates a viability and funding issue.

AGREED VISION

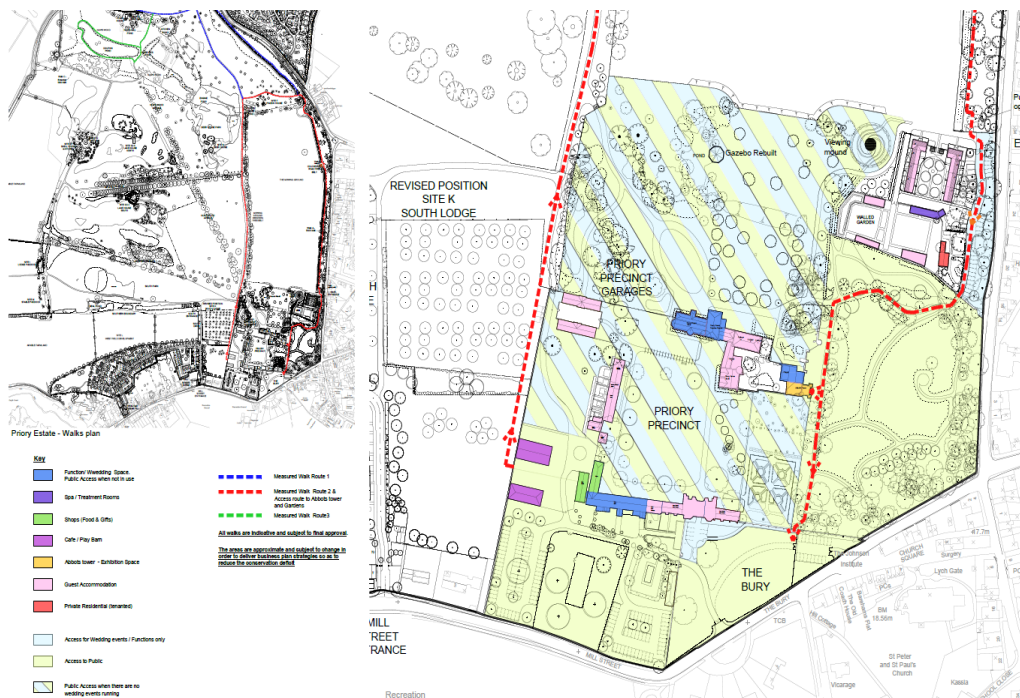
- 2.2. The ambition is to bring forward the restoration and reuse, wherever possible, of the heritage assets at St Osyth Priory as a whole, listed below. Those identified by the Council (via the Planning Committee Resolution in September 2016) are considered a priority and are highlighted in green.

Works	Listed Status	Phase	Stakeholder responsible
Darcy House West	I	1a	Family
Darcy House East Wing Roof	I	1a	Family
Darcy House South & East	I	2a	Family
River House Walls	I	2a	Family
Chapel	I	2a	Family
Abbot's Lodgings Historic Asset repair	I	1a	Family
Abbot's Lodgings internal fit out.	I	1b	Family
Abbot's Tower	I	2a	Trust
Ruined Range North of Abbot's Tower	I	2b	Family
Isolated Tower	I	2b	Family
The Gatehouse	I	1a	Family
The Tithe Barn, Diary and Cart Shed	II*, II and II	1a	Trust
The Brew House	II	2a	Family
Drying Shed	II	2a	Family
West Barn	II*	2a	Family
Bailiffs Cottage	II*	1a	Family
Boundary Wall- West Wall: Crenellated Wall South of Gatehouse	II* and SAM	1a	Family/ Trust

Works	Listed Status	Phase	Stakeholder responsible
Boundary Wall- West Wall: Continuation South to Corner	II* and SAM	2b	Family/ Trust
Boundary Wall- West Wall: South Part Next to Mill Street	II* and SAM	2b	Family/ Trust
Boundary Wall- West Wall: Western Boundary	II* and SAM	2b	Family/ Trust
Boundary Wall- West Wall: East Gatehouse, Fronting the Bury	II* and SAM	2b	Family/ Trust
Boundary Wall- West Wall Western Boundary	II* and SAM	2b	Family/ Trust
Boundary Wall: East of Gatehouse, Fronting The Bury	II* and SAM	2b	Family/ Trust
Boundary Wall: Fronting Mill Street east of The Bury	II* and SAM	2b	Family/ Trust
Boundary Wall – East Wall, fronting Colchester Road	II* and SAM	2b	Family/ Trust
Topiary and Rose Garden West wall	II and SAM	2a	Family
Topiary and Rose Garden East wall	II and SAM	2a	Family
Walled Garden	II	2b	Family
Gardeners Cottage		2b	Family
Urn	II	2b	Family
Garden Steps	II	2b	Family
Urn on Pier	II	2b	Family
Ha-Ha		2b	Family
Pumps (West and North of Bailiff's Cottage)		2b	Family
Japanese Lily Pond	II and part of Registered Park and Garden	2b	Family

- 2.3. The aim is to provide the heritage assets with a self-sustaining long-term viable use. This Vision envisages the Estate run on a commercial basis and made up of three main business components; a Function (wedding and events) offering, holiday cottages not linked to weddings or events and a Visitor Attraction.

2.4. The plan below shows the overall Vision for the site (a scale version is provided at Appendix B):



2.5. Most of these uses already have planning and/or listed building and/or Scheduled Ancient Monument consent but this new Vision will require adjustments to existing consents, as well as some new consents.

2.6. The key stakeholders and their roles in the delivery are:

- 2.1. **The Family**¹ who own the freehold of the entire estate and will be granting 99-year leases to the Trust for specific properties that the Trust are able to secure funding to restore in full. The Family will simultaneously take an agreement to leaseback these properties once restored; enabling the wedding and conference venue, holiday homes and visitor attraction can be managed as a single entity. The Family are thus freeholder and operator, although they may contract out certain aspects to specialist operators.
- 2.2. **The Trust** is a registered charity and is an independent entity from the Family. There are seven trustees and Tim Sargeant is the only Family Trustee. If successful with grant applications, the Trust will take the leases on those properties that can be restored with the funds they have secured. Once complete these Trust properties will be sub-leased back to the Family at a market rent. The rent will be used to pay any commercial loans required, to secure further grant funding and/or to carry out further repairs without grant. The Trust are effectively leaseholders, developers and fund-raisers. All lease agreements will be subject to charity commission approval.
- 2.3. **City & Country** is the Family's development and construction company, which specialises in the restoration and conversion of historic and listed buildings in England and Scotland. The company is a leading specialist in this particular field with over 35 years' experience in the heritage sector. City & Country will undertake all the construction and development

¹ For the avoidance of doubt the 'Family' is defined as 'Messrs Richard, Timothy, David and Andrew Sargeant', and shall include any companies set up for the purpose of delivering the 'Vision' and owned directly by them.

work for the Family. The Trust will not use City & Country unless they competitively tender and win the work. City & Country do not however intend to tender for any of the construction works at this stage. City & Country has a representative on the Trust.

- 2.4. **Tendring District Council** is the Local Planning Authority. The Council has a representative on the Trust.
- 2.5. **St Osyth Parish Council** is the local Parish Council and has a representative on the Trust.
- 2.6. **Historic England** is the Government's heritage adviser and are therefore a statutory consultee to Tendring District Council, with regard any planning or listed building application.

STRATEGY

- 2.7. The whole estate will be managed as a single holistic entity to ensure the group value of the heritage assets is sustained and where possible enhanced. The Family, via their freehold ownership or leasehold interests in the Trust properties, will manage the estate as a business; which will seek to maximise profits, so far as is compatible with sustaining its heritage values. This will reduce the Conservation Deficit and increase the potential for viable commercial loans that will assist with the restoration of further properties.
- 2.8. The ambition is to restore the buildings as listed above and contained in the historic precinct by September 2026, which will be 10 years from the Committee Resolution of September 2016.
- 2.9. This is ahead of the requirements of the section 106 signed in March 2018, which requires the owner, in partnership with the Trust, to complete the restoration within 10 years of Commencement. Any delay will however, negatively impact on profit generation, which will reduce the property values and consequently increase the Conservation Deficit gap funding required. It will also increase the risk of a major loss of heritage significance. The sooner the funding gap can be closed, and all the precinct buildings are brought back into beneficial use, the better. Subject to the success of the business ventures, this will provide St Osyth Priory Estate with a long-term viable future.
- 2.10. When the Vision is delivered in its entirety there will be three main components of the business:
 - 2.7. **A Functions and Accommodation offering:** akin to a hotel. The core of this will be weddings and other functions held in Darcy House West (including Abbots Lodging) and the Tithe Barn, plus letting accommodation provided in other buildings.
 - 2.8. **A Visitor Attraction:** This will be a combination of heritage attraction and country park, with an attractive retail, food and beverage offering.
 - 2.9. **A Holiday Cottages offering:** to make use of the environment and buildings when they are not booked for weddings and events.²
- 2.11. Darcy House West and the Tithe Barn, plus enough space around them to provide the privacy individual bookings specifically necessitate, will be closed to visitors while events are taking place. Some areas will also need to be closed for a reasonable set-up period but will otherwise

² The value of Holiday Cottages has already been accounted for as part of BNP November 2016 report and has contributed to the reduction in Conservation Deficit for those buildings funded by the West Field and Park enabling development.

be open to visitors. Subject to these booking requirements, most of the Priory Precinct will be accessible to the public (paying the appropriate fee).

- 2.12. Circular walks around the Park will be part of the Visitor Attraction. These will be open at the same time as the café, gift shop and farm shop and closed to the public outside of operating hours to ensure security and allow appropriate management.
- 2.13. Savills, advising the Family, and Colliers, advising Tendring District Council and Historic England, have both suggested that this Vision, subject to dealing with the Conservation Deficit, prudent management and stable market conditions, is likely to be deliverable and successful. The key issue to overcome is the viability issues around the outstanding Conservation Deficit and a phased delivery of the Vision due to the lack of funding to deliver the entire project in one go.
- 2.14. The phasing concentrates the initial business activities on viably utilising buildings which either already have funding for restoration, via the enabling development, or buildings that are considered likely to be successful in gaining substantial grant funding. The historic precinct will therefore be restored in a minimum of two phases. The first phase being the buildings and land that make up the southern part of the site. The second phase is the northern part of the site. The Park will also be phased in a minimum of two phases to dovetail in with the building phases. There are plans in Appendix C that detail the demonstrate the phasing.
- 2.15. Funding to deliver the Vision is being sought from three sources of funding, in Council's order of preference, being; grant funding, commercial funding³ and lastly further enabling development.
- 2.16. The enabling development thus far has been the major source of funding and has enabled work to start on site, having raised in excess of £11M. There has historically been grant funding from Historic England of around £400,000 which has been spent on ruins and boundary walls. Natural England has also provided a capital works grant funding of £248,000 which has been used mainly within the historic landscape. The consented enabling development will also provide St Osyth Priory and Parish Trust (the Trust) with a sum of up to £1.2M to further its aim to support the restoration of key historic buildings at St Osyth Priory via grant funding.
- 2.17. To maximise the amount of work that the Trust can undertake, their intention is to use this money as match funding to secure additional grant funding. Any grants that can be secured will assist in delivering the Vision. The intention is to apply for grant funding, initially from the Heritage Lottery Fund and then from Historic England; with other sources providing valuable but rather smaller funding amounts. This business plan assumes that £5–6M of grant funding will be secured within the first 5 years business plan. The exact number will depend largely on nature of HLF Grant Scheme once it is relaunched in 2019. A further £1m of grant funding is targeted between years 8–10 of the plan period. These sums are only potentially achievable due to the £1.2M already pledged from the consented enabling development.

³ Commercial Loans can't by themselves reduce the conservation deficit because they eventually need to be repaid. However, where they can generate a long-term income more than the financing costs the additional commercial value will reduce the conservation deficit.

- 2.18. Grants and revenue generated by the Trust will be used to create training and educational schemes, as well as continuing to fund restoration work and ensure assets that are not capable of viable use are properly maintained.
- 2.19. The first major grant application has already been submitted to the Heritage Lottery Fund's (HLF) Heritage Enterprise Fund (for more details see the Role of the Trust section). The HLF advised that bids of between £2–3M stand the best chance of success; it was therefore decided that the Abbot's Tower should be removed from the Heritage Enterprise bid as it is more suited to a Heritage Grant. The Trust will hear in December whether their Round 1 bid has been successful.
- 2.20. In light of the above, the Trust also intends to submit grant applications to Historic England and the HLF to contribute to the restoration of the Abbot's Tower. The timescales will however be largely dictated by the changes the HLF are currently making to their Strategic Funding Framework, which is expected to open late January 2019.
- 2.21. When the Conservation Deficit was calculated by jointly appointed BNP Paribas in November 2016, it was assumed that the uplift in value of the property would be used to leverage commercial funding. For example, in Nov 2016 the completed scheme was valued at £15.76M. It assumed to keep the Priory as a single managed entity that that £7.51M would be leveraged against the property in the form of either equity or commercial loans. If all loans it would give a loan to value ratio of 48%.
- 2.22. A slightly reduced amount of £7.46m⁴ of commercial funding is factored into this Business Plan based on grant funding being secured. This includes £4.6m to fund historical repairs and conversion and £2.89m for new works; including Glamping Pods, Guest Suites in the Walled Garden & above the Garages, conversion of the Atcost Barn, and additional conversion costs to make properties suitable for commercial use. This is possible due the positive market value the respective properties will have once the Conservation Deficit is dealt with or because they are new build.
- 2.23. Any remaining deficit that is not supported by the current proposals will then require further grant and/or loans and/or enabling development, to restore the heritage assets in a manner conducive to ensure that the Estate becomes a successful business operation.

SITELAYOUT

- 2.24. It is agreed that to deliver the above Vision, the optimal site layout and use of buildings is as follows (shown on the plan above and provided to scale in Appendix B):
- new build café and entrance building of appropriate architectural standard, alongside a children's play area, to the west of the Cart Shed, probably containing a kitchen capable of preparing food for all functions. Outdoor seating on either side (south side overlooking garden in front of the building and north side overlooking play area).

⁴ The amount of debt required is directly related to the end value of the property, which has reduced from the BNP 2016 report. However, additional borrowing has been included to bring forward other commercial ventures that add to the value.

- Retention of the Atcost barn, with cosmetic improvement to the exterior, for indoor play, base for cycle hire and other activities on the estate. The Parkland walks will start from this location.
- Cart Lodge used for food-orientated 'Farm Shop'.
- Ground floor of Dairy used for gifts-orientated shop; upper floor for Estate offices.
- Tithe Barn used for events and pop-up commercial activities in summer holidays, school groups during term time. A service kitchen, of a size to be dictated by whether the wedding operator will cook on site and/or whether one is provided within the new build café. The removal of the café, as currently consented, from the Tithe Barn will allow the amount of space for events to be maximised, enabling larger wedding parties.
- Abbots Lodging used for functions space, with capability to accommodate both wedding ceremonies and wedding breakfasts, plus other types of event.
- Darcy House West Wing (once accommodation for the Family in the Park is complete) to be bar, boardroom style meeting room and lounge / tea room on the ground floor; 3 luxury guest rooms on first floor.
- Abbots' Tower and the Chapel to be a visitor attraction, with the Tower containing an exhibition about the story of St Osyth. The Chapel will also be available for smaller wedding ceremonies and the St Osyth Day Service.
- Gatehouse, Bailiff's Cottage (once the Family accommodation in the Park is complete) and Slip Cottages (in short to medium term) to be used for visitor accommodation.
- The Slip Cottages consent is intended to be used to provide visitor accommodation in the short term, but they may be retained as visitor accommodation in the longer term if there is demand, (there are very few wedding venues in Essex with 50+guest suites). Darcy House East and South will provide further accommodation, once funding has been secured.
- Parking for visitor accommodation and functions off Colchester Road. Area between Darcy House South and Chapel ideally landscaped, allowing greater access to pedestrians around the Precinct area.
- Spa in the Walled Garden or vaulted rooms in Darcy South (subject to inspection of archaeology).
- A circular walk through the park accessed via the existing personal gate in the western boundary wall, ending in the Wilderness Garden and then out to the Bury.

2.25. It is recognised that there may need to be a time curfew on weddings while properties in the Precinct remain in residential use. Whilst this is a major limiting factor, it is considered by Colliers that this can be managed accordingly.

THE ROLE OF THE TRUST

2.26. The St Osyth Priory & Parish Trust was established in 2016 with its aim being to support the restoration of key historic buildings at St Osyth Priory; principally the Abbot's Tower, Tithe Barn, Dairy, Cart Lodge and boundary walls. That are deemed beneficial to providing a successful Wedding Venue and Visitor Attraction. A legal agreement is in place that requires the Trust is given a 90-year lease by the current owners, for any buildings upon which they successfully secure funding to restore in their entirety.

- 2.27. The intention is that the Trust will, over the course of time via different funding sources, seek to bring these elements back into beneficial use. Limited funds and resources however require a strategic approach to be taken.
- 2.28. The Trust is due to receive £1.2m from the enabling development consented on the West Field and within the Park, which is to be used as match funding for grant bids and is secured via a s.106 legal agreement. The money is payable to the Trust in instalments as the development progresses, with the two triggers being:
- the commencement of the West Field Development, when £400,000 is due to be paid; and
 - the completion of the floor slabs of the four properties within the Park that the Sargent Family are to occupy, when the remaining £800,000 will be paid.
- 2.29. The West Field is due to commence in Spring/Summer 2019, with the Park buildings starting Summer/Autumn 2019.
- 2.30. The Trust has already submitted a Heritage Enterprise Bid to the HLF to deliver the restoration of the Tithe Barn, Diary and Cart Lodge. The project has a total delivery cost of £4,975,811 and if successful should bring these three heritage assets back into long term viable use and establish the key commercial element of the agreed Vision. However, it should be noted that this is a highly competitive process and there is no guarantee that a bid will be successful. The Trust has been advised that this round of bids is eight times oversubscribed; meaning that only 12% of the funds applied for are available.
- 2.31. The funding mix for this project is as follows:

Source of Funding	Totals
Cash contribution (uplift in value of the property)	£904,933 ⁵
Applicant Contribution from Enabling Development Escrow	£950,000
Fund Raising (including other grants)	£150,000
Total match funding	£2,004,933
HLF Grant Funding	£2,970,879
HLF Grant as % of Total	59.7%

- 2.32. If this Bid is successful, the Trust will have £250,000 remaining of the enabling development money.
- 2.33. The HLF suggested that the Abbot's Tower would be more suited for a Heritage Grant and it was therefore removed from the heritage enterprise bid.

⁵ The Heritage Lottery Fund require the uplift in the value of the property (completed value- current market value) is included as a cash contribution. This is similar to how English Heritage guidance sets out a conservation deficit calculation and effectively requires the organisation undertaking the project to fund this figure, most likely via a commercial loan against the property.

- 2.34. Using the costs prepared on behalf of all parties by the jointly appointed viability expert at the planning inquiry but, indexed linked to Q3 2018; the cost of restoration and conversion works to Abbot's Tower, accounting for other delivery costs such as external works, landscaping, SAM recording, Professional fees etc is circa £2.8m.
- 2.35. It is hoped that the £400,000 grant previously given to the Sargeant Family by English Heritage for works to the Abbot's Tower can now be reallocated to the Trust. The Trust has written to Historic England to request this.
- 2.36. This would equate to circa £650,000 match funding for the Trust towards the Abbot's Tower Project, plus any additional monies that can be raised by the Trust. The remaining £2.15m would then need to be secured from the HLF and by borrowing against the increased value of the property. Given the heritage significance of the Abbot's Tower, the chances of securing grant funding are good, but it is still a competitive process and not guaranteed.
- 2.37. The experts at the planning inquiry stated that a maximum of £5M could be achieved from grant funding, whereas these three grant applications would raise, if successful, circa £5.67m.
- 2.38. The Trust is proposing to deliver these projects, taking the role of developer, relying on the extensive development expertise of the Trustees. They will look to reinvest any profit made back into future projects.
- 2.39. Once the delivery of the project is complete and all the buildings on the Council's list have been exhausted; the Trust intends to assist in the delivery and maintenance of other heritage assets on the Estate, including the less significant heritage assets. It will also seek to improve the interpretation and heritage significance of the registered park and gardens, to enhance the learning opportunities that can be delivered.

OPERATION/ ONGOING DEVELOPMENT

- 2.40. The business will be managed by an operating company set up by the Family (to create a separate commercial entity). The operating company will manage the site on behalf of the Family, working with the Trust, to their mutual benefit. The section 106 agreement has an agreed mechanism by which the Trustees can influence operations.
- 2.41. The operating company will either manage all elements of the business itself or contract elements of the operation to one or more specialist commercial operating companies (either through an operating agreement, or the operator taking a lease). It is the intention to work with specialist and established wedding operators to deal with the management and catering of weddings and other functions.
- 2.42. This will involve the creation of an onsite team managing the weddings, events, holiday accommodation and visitor attraction. It is anticipated that these enterprises will create 24 full time equivalent jobs on site, as well as increased spending in the wider area. It is estimated that for every £1 spent as part of a heritage visit, 32p is spent on site and the remaining 68p is spent in local businesses: restaurants, cafés, hotels and shops (HLF, 2010) ⁶.

⁶ <https://content.historicengland.org.uk/content/heritage-counts/pub/2017/heritage-and-the-economy-2017.pdf>

- 2.43. The Profit and Loss Accounts contained in detail in Section 4 show that by Year 5 the operating business will make a profit and by Year 10 this will equate to £655,999. These figures have been used in the valuation of the business for the Conservation Deficit; using the same method as BNP Paribas, when instructed by all parties. These details are contained in Section 4.
- 2.44. It is therefore estimated, using the figures within the proposed Business Plan, that by Year 10 the current Vision will result in circa £7.7M of additional spending per annum within the local area.
- 2.45. The operating company will pay a rent for the buildings it occupies. This will be at market values and is expected to be in the range £8–12 per square foot (psf) where properties have residential value and £12–14 psf where they have commercial values.
- 2.46. Rent will be paid by the operating company to the Trust where they are the leasehold owner and the Family where they retain the buildings in question.
- 2.47. Due to the size of the Conservation Deficit, the availability of grant funding and the timescales involved, it is envisaged that the Trust will be able to secure funds sufficient to entitle them to a 90-year lease for the following parts of the site, the Tithe Barn, Dairy, Cart Lodge, plus a new build café and play area, which form part of the current Heritage Enterprise bid. They also intend to make grant applications to assist the restoration of Abbot's Tower, various listed walls and the associated car parking.
- 2.48. A detailed cashflow for the Trust's operations is provided at Appendix D, this shows that they will be able to service the necessary debts to deliver the above referenced projects. It also allows for super profits with a NPV of £400k and £1m of additional grant funding in years 8–10. With this ambitious target, it demonstrates that the Trust will be able to deliver the works to those buildings referenced and will in the long term be able to do £1.17m of additional works. However, it is highly unlikely that they will be able to fund any further works within the plan period.
- 2.49. It is expected that the remaining heritage assets will remain in the control of the family, unless the Trust is successful in securing grant funding above the £5.67M now envisaged in the short term.
- 2.50. The Trust also intend to apply for Gift Aid, which may allow them to undertake some additional works, but this amount is currently unknown and has for the time been omitted from the figures.
- 2.51. This figure is an estimate and may change subject to the success of the grant applications and specific requirements of grant funders. The HLF Heritage Grant is currently under review and its new structure will likely alter the exact amount of grant and any requirements there are for its use. For example, HLF Grant bids require a specified amount of funds to be allocated for activities, namely educational. These are not factored into the BNP Conservation Deficit and therefore may result in a slightly different figure.
- 2.52. It is estimated that the Trust will receive circa c.£138,271 per annum rent, plus an allowance for inflation, from the Tithe Barn, Dairy, Cart Lodge and Abbot's Tower. The Viability Report submitted with the HLF bid suggests that the Tithe Barn, Dairy and Cart Lodge would command a market rent of £123,452 per annum. An additional £14,819 per annum has been allowed on the assumption that the Abbot's Tower is restored and converted into an exhibition space/viewing platform.

- 2.53. The Trust properties have been valued on the same basis as BNP Paribas did based on a successful business operator for the purpose of calculating the Conservation Deficit. As commercial properties they will have a value in the market place based on their potential rental value. On this basis they therefore have a NPV of £1,579,599, at a 7% discount rate and assuming a 10% contingency.
- 2.54. As referred to above the Trust will need to secure the uplift in value, equivalent to circa £1,579,599, less any profit they will make on the projects, via commercial borrowing to deliver their projects. The rent received will then be used to pay back this loan over the course of time. The Trust cashflow at Appendix D, assumes that they will borrow £1.274m, which will be paid back over 15 years and will be subject to an average interest rate of 5%. This is equivalent to £121k per annum. Any borrowing will need to be approved the Charity Commission.
- 2.55. If the project goes exceptionally well and audited profits made by the operating company, on those activities identified in the accompanying cashflow at Appendix E, are more than 30% greater than projected within the timeframes; then it is proposed that the profits that are in excess of this amount are deemed super profits. The Trust will be entitled to a 30% share of these super profits, paid annually in arrears, as a bonus payment. This offer is over and above that required by the s106 agreement and is a goodwill gesture that the Family are prepared to make and honour on the basis that all parties work together collaboratively, without unnecessary delay to find a solution that delivers restoration of the heritage assets by September 2026. As shown by the Trust Cashflow at Appendix D, an allowance for super profits has been made and it is assumed that the Trust will receive £67k of super profits, plus inflation, from year 6 (2025) onwards, which has a NPV equivalent to £399,674.

3. PRIORITY ACTION PLAN

WEDDING & EVENTS VENUE

PRIMARY ACTIONS

3.1. It is agreed that optimum wedding offering will provide:

- a minimum of 40 onsite guest suites;
- a function space within the Tithe Barn that can seat up to 160 guests; and
- a function space within the Abbot's Lodgings that can be used for Wedding Ceremonies and smaller wedding receptions.

40 Guest Suites

3.2. Within, the buildings that already have funding secured for their restoration, there is potential to create the following number of guest suites:

- 11 in the Gatehouse
- 2 in Tithe Cottage
- 3 Bailiff's Cottage
- 1 in the Toll Barn
- 3 within Darcy House West Wing

3.3. In total this would create 20 guest suites. An additional 20 suites are therefore required elsewhere. The Council's preference is to accommodate these in the remaining historic buildings, if possible. However, they are currently without funding unless enabling development could be brought forward to close the gap.

3.4. Timing is critical for the various reasons set out earlier, as the sooner profits can flow, the quicker the spiral of decay can be reversed. To accelerate and provide greater certainty to the delivery of the wedding and events venue, it is therefore planned to make use of the Slip Cottages consent either in the short or long term. This is because they are already fundable and it is anticipated that commercial funding can be secured for the construction of new build guest suites; enabling them to be delivered independently from the existing heritage buildings that still have a Conservation Deficit, bringing their delivery earlier in the programme.

3.5. It is agreed that reconfiguring the consented Slip Cottages has the potential to provide some of the required guest accommodation in a sensitive way, which could provide 8 self-catered cottages, providing 16 guest suites in total.

3.6. There is potential to create 4 self-catered apartments above the consented garage block to the west of the Darcy House. This would provide the minimum target of 40 suites.

3.7. The Walled Garden also has potential to provide further accommodation in the form of Bothy style cottages. This could deliver 3 cottages, providing 4 guest suites in total.

3.8. All or some of these units can revert to residential or other uses when the funding for the heritage assets has been secured and listed building consent is granted.

3.9. Once funding is secured it is proposed that the remaining historic buildings will be restored and converted to provide the following accommodation:

- Darcy East 7 Guest Suites;
- Darcy South 3 Guest Suites;
- West Barn 4 Guest Suites;
- Brew House 2 Guest Suites;
- Drying Shed 1 Guest Suite;
- Total 17 Guest Suites.

Tithe Barn Function Space

3.10. The restoration and conversion of the Tithe Barn is essential to deliver the wedding venue and has the potential to operate in isolation; if other elements cannot be brought forward. A Heritage Enterprise Bid has been submitted to secure its restoration.

Darcy House Function Space

3.11. Funding has already been secured to complete the repairs to the Abbot's Lodgings, but funding is still required for its conversion and fit out. Although the Wedding Venue could be opened without this element it wouldn't be ideal. It is therefore considered that securing funding to complete this work is a priority.

SECONDARY ACTIONS

3.12. The 1920s Gazebo and Chapel are considered to be beneficial elements that will help the wedding venue succeed but are not considered essential at the point of opening. These can therefore be added to the offering as funding is secured over time and to broaden the appeal.

3.13. Darcy House South/East and the West Range to be converted to wedding guest accommodation when funding is available. In the meantime, the South and West Range will be occupied by the family until their homes within the Park are ready. Following which, subject to funding, the remainder of Darcy House will become available as outlined above.

3.14. As Savills⁷ set out "*a range of activities such as cookery demonstrations and spa treatments in the house, clay pigeon shooting and falconry in the park and visits to other local historic houses, gardens and attractions.*" These have not been included in the financial assessment because they will only add minimal value, but they are considered to be beneficial for marketing a broad range of activities.

VISITOR ATTRACTION

PRIMARY ACTIONS

- 3.15. It is proposed that the Visitor Attraction will centre around the Tithe Barn, Dairy and Cart Lodge. With a new build Café and Playground to their West. A Heritage Enterprise Bid has been submitted to deliver these buildings.
- 3.16. Whilst these would be standalone elements, it is agreed with the Council that the existing Atcost Barn would make a valuable addition to the offer, which has the potential to become a play barn with soft play facilities. This is currently unfunded but should be able to gain commercial funding, a cost for this has been allowed for in the operational cashflow of the business and demonstrates that the business would be able to deliver this, subject to securing finance.

SECONDARY ACTIONS

- 3.17. The Abbot's Tower exhibition space and viewing platform will add a valuable, but not essential, addition to the Visitor Attraction that will draw people to the Priory and generate additional revenue. It should therefore be delivered as soon as funding can be secured.

HOLIDAY HOMES/ BED & BREAKFAST (INC GLAMPING)

- 3.18. Savills has advised that because Weddings and Events are generally booked well in advance, there is the potential to have a further business income from a holiday home business, renting cottages or guest suites when not in use for weddings.
- 3.19. Further they have recommended a Glamping offering be established. Based on the advice from Savills the Glamping element of the business is considered to be self-sufficient and will be commercially viable in its own right. It can therefore theoretically be delivered at any time in the programme and because of the potential income generated, there is an argument for it to be brought forward sooner rather than later. Consideration to its location will need to be given and how it fits with the restoration of the Park and Masterplan for the entire Estate.

FARM STORAGE

- 3.20. The conversion and restoration of the Tithe Barn, Cart Lodge and Dairy, plus any redevelopment of the surrounding area, will necessitate the relocation of the farm operations prior to work commencing. Therefore, the construction of new farm storage is required before restoration works to these buildings is commenced.
- 3.21. A suitable location needs to be identified and agreed between the stakeholders as a priority.

4. THE RELATIONSHIP BETWEEN CAPITAL COST, PROFIT AND LOSS, CONSERVATION DEFICIT, CASHFLOW AND VALUATION

- 4.1. The following sections cover each of these items in detail. The Capital Costs, wherever possible, are those used by BNP Paribas as part of their joint appointment by The Family, Tendring District Council and Historic England.
- 4.2. The operating business profit and loss of the respective activities is covered in in detail in section 4. The incomes are those deemed appropriate by Savills and/or Colliers. These are a product of the costs and the phasing that is achievable. The phasing is covered in greater detail at section 4. The existing Conservation Deficit is the biggest obstacle to the delivery of the project. It is worked out in accordance with Historic England Enabling Development Guidance 2008, using the figures agreed at the Inquiry in November 2016 adjusted by appropriate independent inflation indices. The Conservation Deficit is considered in detail at section 4. The Cashflow at appendix E is generated using these costs and incomes by the phasing that is practical. The logic behind the phasing is covered in more detail in section 4. The property valuation used in the Conservation Deficit is calculated using the cash generated from the business operations, as set out in the Cashflow, over a 15-year period; using a Net Present Value. This was the method agreed with all parties at the last inquiry. All of the elements are inter-dependent within this business valuation method; therefore, where changes to the profit will affect the Conservation Deficit they will in turn affect the costs and the profit. As such, each element needs to be considered at the same time.
- 4.3. The figures at section 4 are a product of this detailed work and clearly demonstrate that, to restore the remaining heritage assets and prevent further deterioration, the business activities and the funds generated via the Trust, including available commercial loans cannot achieve the Vision. Even with some potential modifications and a better economic market, the remaining funding gap is too large at £26.51m to credibly believe that either commercial loans or grants will bridge the majority of the shortfall. This is setting aside the current delays and risks associated with the grant funding route. Further enabling development **will** most definitely be required to meet the funding gap and the time constraints, as set out by the Council's Planning Committee Resolution, in September 2016; which would be for those assets within the schedule to be restored and back in beneficial use by 2026.
- 4.4. The Family is already in control of several suitable enabling development sites and are also in the process of securing further sites within the district, to assist with restoring the heritage assets and bridging this gap. TDC will be able to consider each of these proposals on their individual merit, but given the applicants' experience of dealing with sites of this type it is considered they are likely to be more certain and quicker than grant funding and that this route coupled with the Trust and business approach advocated above is the only viable solution.

CAPITAL COSTS

- 4.5. The BNP Paribas November 2016 Conservation Deficit calculation, was produced under the combined instructions of the Council, Historic England and the Family for the purposes of the November 2016 planning inquiry. This had been a contentious area and so all parties agreed a

joint instruction to pragmatically move things forward. These numbers have been used as the base for this Business Plan but with adjustments using the third-party independent inflation figures such as the BCIS and UK House Price Index. This is to avoid further delays and conflict, which have historically slowed the project's progress.

- 4.6. According to the Land Registry, UK House Price Index for existing properties has increased from November 2016 to August 2018 from 117.70 to 129.5, a 10% increase, see Appendix F.
- 4.7. The BCIS All-in TPI Index 17 August 2018 shows an increase in build costs from 4Q 2016 to 4Q 2018 from 283 to 315, see appendix A equating to a 11% increase. This also forecasts over the next 5 years to 2023 that build cost will rise c. 38% so and average of 7.6% per annum. This alone would add £2m plus per annum in extra build and professional fees
- 4.8. The BNP Paribas report included cost estimates for the restoration of all the Precinct Buildings. These followed the McBains Cooper Cost Plan⁸, but were adjusted to take into account the comments from Historic England and Tendring District Council and their respective experts. These adjusted figures have been used as the basis for majority of Business Plan costs included, adjusted for inflation. The only exceptions are some figures that have been included following engagement between Colliers and/or Savills with regard the Leisure and Tourism charges and costs. Savills have confirmed, via their letter dated 24 September at Appendix G, that they consider the operating costs and charge out rates set out within their November 2017 report, at Appendix H, to remain accurate.
- 4.9. BNP Paribas allowed a further £1.5m for the conversion of the Tithe Barn and Cart Lodge to a function/visitor centre⁹. This figure was estimated by BNP based on the costs previously allowed for a similar conversion in Darcy House. However, as the Darcy House is a more ornate structure it is considered that BNP overestimated the costs and they were therefore discounted by £300,000 for the purpose of the submitted HLF bid. Subject to this adjustment, it is considered that the amounts allowed for in the BNP Report provide an accurate projection of costs, subject to index linking, for the restoration and conversion of the Tithe Barn complex, to facilitate the uses envisaged by the agreed Vision.
- 4.10. It should be noted that given the slight shift since 2016 and the agreed Vision for the wedding and conference events anchored facility, there will be additional works required to the Gatehouse, Darcy House West and Slip Cottages for example to make them compliant with their altered usage which is now commercial, to enable their use as guest accommodation rather than the consented and funded use. An additional 10% of the conversion costs for the Darcy House and Gatehouse and 5% for the Bailiffs Cottage have been allowed for. This is set out below.
- 4.11. The costs for new structures, such as the new guest suites, new café, conversion of the Atcost Barn, guest suites above the garages, playground and the suites in the walled garden were not accounted for in the BNP figures.

⁸ BNP Paribas Conservation Deficit Report November 2016, Appendix 3.

⁹ BNP Paribas Conservation Deficit Report November 2016, para 3.1.

4.12. The cost of the new café and playground are included in the Trust's Heritage Enterprise bid and the other costs were factored into the financial analysis, as a capital cost of starting the business, and are summarised as follows:

Wedding Venue Construction Costs	Sqft	£/sqft	Cost
Darcy West add conversion costs	@	10%	£41,278
Gatehouse add conversion costs	@	1%	£49,347
Bailiff's Cottage additional fit out costs	@	5%	£5,775
Suites in the walled garden Capital costs	1,755	£170	£298,268
Suits above garage block	2,958	£170	502,860
Spa Construction Costs	990	£200	£198,000
Spa Equipment			£50,000
			£1,260,081
Professional Fees	10%		£114,553
			£1,260,081
Interest	8%	1 Years ¹⁰	£100,806
			£1,360,887

Visitor Attraction Costs	Sqft	£/sqft	Cost
Conversion of Atcost Barn to Play Barn	2,895	£50	£144,750
Soft Play Equipment			£50,000
Professional Fees	10%		£19,475
Sub-total			£214,225
Interest	8%	1.5Years	£25,707
Total Costs			£239,932

4.13. The build costs, professional fees and interest have been based on City & Country's recent market experience and are in line with BCIS projections.

4.14. Likewise, the cost of the Glamping pods has been factored into the value of that part of the business and is summarised below:

Glamping Costs	Quantity	Amount	Cost
Construction	6	£20,000	£120,000
Infrastructure			£200,000

¹⁰ Interest period reflects timescales for the nature of the respective works and the proposed phasing.

Glamping Costs	Quantity	Amount	Cost
Sub-total			£320,000
Professional Fees	10%		£32,000
Total Construction cost (inc prof fees)			£352,000
Interest	8%	1.5 years	£42,240
Total Cost			£394,240

PHASING

- 4.15. Due to the lack of funding it is not possible to commit to restore all the heritage assets within the historic precinct at once. Therefore, it is essential that a workable phasing scheme is devised. An essential and primary strength of this Business Plan is that it delivers the agreed Vision in phases, which can bring heritage assets back into long-term viable use as funding is secured.
- 4.16. Funding has already been secured, via enabling development, to restore the Bailiffs Cottage, Toll Barn, Darcy West, Abbot's Lodgings (restoration and repair only), the Darcy House East Wing roof and the Gatehouse in its entirety. These works are underway with the Bailiff's Cottage and Toll Barn complete and in residential use. Once the Gatehouse and Darcy House West are completed, they will also be in residential use for the short term, until the commercial ventures become operational.
- 4.17. Work to Darcy House West is scheduled to be finished late 2018/early 2019 and the Gatehouse towards the end of 2019.
- 4.18. It is assumed that the first-round bid will be successful in December 2018. The HLF second round bid process takes on average 18 months. Due to the extensive work already completed, it is hoped that this can be fast tracked to 6/9 months. It is assumed that the second round bid is successful and that it takes a further 6/9 months to produce the construction tender package and to tender the works; allowing for a further 3 month period for contractors to mobilise before construction works start. This is 15 to 21 month period. For these purposes 18 months has been allowed.
- 4.19. The restoration and conversion work to the Tithe Barn, Dairy and Cart Lodge will realistically take 18 months. Therefore, it is a minimum of 3 years until the Wedding Venue and Visitor Attraction will open and this assumes that there is no period for testing and training of staff in the new facility before it is opened officially to the public. The HLF Bid was submitted 16 August 2018; but a decision is not expected until late December 2018 therefore, the Wedding Venue and Visitor Attraction is likely, at best, to become operational early 2022. At which point the intention is that those properties in residential use will become guest accommodation associated with the Wedding Venue.
- 4.20. Tendring District Council's priority list of heritage assets (as covered previously) are shown as Phase 1 and 2a on the schedule below. Those in Phase 1 are considered key to the delivery of the core business elements and essential to be delivered to allow a viable business opening to occur. Those in Phase 2a are less time sensitive but ideally, they would be brought forward before the

business activities and any delay from the assumptions made within the cashflow will affect viability. Items in Phase 2b are those heritage assets not specifically noted in the Committee Resolution but nevertheless include listed assets that will impact on the overall success of the venture to varying degrees. This list is set out below and is colour coded to show their funding position.

PHASING SCHEDULE:

Green: Funding already secured via consented enabling development

Orange: To be funded by Trust, subject to securing grant funding

Red: Funding not yet secured.

Works	Phase	Status
Darcy House West	1a	Work ongoing due to complete late 2018/early 2019
Darcy House East Wing Roof	1a	Work ongoing due to complete late 2019/early 2020
Darcy House South & East	2a	
River House Walls	2a	
Chapel	2a	
Abbot's Lodgings Historic Asset repair	1a	Works ongoing due to be complete late 2019
Abbot's Lodgings internal fit out.	1b	
Abbot's Tower	2a	The Trust intends to approach Historic England with a view to getting the grant previously secured by the Sargeant Family for circa £400,000 transferred to them. Further, they intend to make a Heritage Grant bid once the Heritage Lottery Fund has restructured, £250,000 of the enabling development has been set allocated to this project for use as match funding.
Ruined Range North of Abbot's Tower	2b	The majority of this work has already been undertaken by Historic England and only a small number of final repairs are required to complete this element.
Isolated Tower	2b	Completed by Historic England.
The Gatehouse	1a	Works ongoing, due to complete in 2019.
The Tithe Barn, Diary and Cart Shed	1a	Heritage Enterprise Round 1 bid submitted by the Trust 16 August 2018, decision expected December 2018.
The Brew House	2a	
Drying Shed	2a	
West Barn	2a	
Bailiffs Cottage	1a	Works complete and back in beneficial use.
Boundary Wall- West Wall: Crenellated Wall South of Gatehouse	1a	The Heritage Enterprise Round 1 bid includes £100,000 for essential repairs to this section of wall to make it safe. However, an additional £731,592 is required to undertake the full restoration.

Works	Phase	Status
Boundary Wall- West Wall: Continuation South to Corner	2b	
Boundary Wall- West Wall: South Part Next to Mill Street	2b	
Boundary Wall- West Wall: Western Boundary	2b	
Boundary Wall- West Wall: East Gatehouse, Fronting the Bury	2b	
Boundary Wall- West Wall Western Boundary	2b	
Boundary Wall: East of Gatehouse, Fronting The Bury	2b	
Boundary Wall: Fronting Mill Street east of The Bury	2b	
Boundary Wall – East Wall, fronting Colchester Road	2b	
Topiary and Rose Garden West wall	2a	
Topiary and Rose Garden East wall	2a	
Walled Garden	2b	
Gardeners Cottage	2b	
Urn	2b	
Garden Steps	2b	
Urn on Pier	2b	
Ha-Ha	2b	
Pumps (West and North of Bailiff's Cottage)	2b	
Japanese Lily Pond	2b	

4.21. Due to the ongoing restoration works within the Park the delivery of the measured walks will also need to be phased. It is therefore proposed that measured walk as detailed on the plan at Appendix B will be completed by the following dates:

- Measured Walk Route 1 (Blue) 2022
- Measured Walk Route 2 (Red) 2023
- Measured Walk Route 3 (Green) 2026

4.22. Under Section 57 of the Planning (Listed Buildings and Conservation Areas) Act 1990 local authorities are able to give commercial loans at a reduced rate, to assist with reducing the

Conservation Deficit, see legislation at Appendix I. Therefore, Tendring District Council could provide a loan at a reduced rate or even zero to assist. As part of this business plan process Tendring District Council were invited to make a commitment on this source of funding but to date that request has not been taken up. If this was forthcoming it would not only assist with the project and reduce the need for enabling development. However, it is believed to be unlikely and if it was it would not be for a long period.

- 4.23. This leaves enabling development as the only realistically remaining solution for the remaining funding gap. It is considered in the current circumstances that this is the most likely and certain source of further funds to critical earlier and later phases.
- 4.24. As such, the Sargeant Family are working on bringing forward applications on sites within their control but away from the Priory Estate's most sensitive areas or those covered by the s106 restrictions that the Council imposed on the Westfield and Park land areas of the Estate. Ensuring maximum heritage benefits and minimal harm. An application has already been submitted on land at Foots Farm, Clacton-on-Sea, that if approved would secure circa £1.76m of further funding. If granted it is proposed that this funding be allocated to the Abbot's Lodgings, Crenellated Wall and essential roof repairs to the Darcy House. This will secure the remaining funds required for Phase 1 and prevent further deterioration to the Darcy House whilst additional funding solutions are secured.
- 4.25. The intention is to then bring forward further suitable sites for enabling development to fund the works required to complete Phase 2a. Likewise, enabling development sites to fund Phase 2b will be brought forward to ensure that a comprehensive and rolling plan of restoration can be secured. Given the timescales associated with the Grant application it is hoped that enabling development can be brought forward in parallel to fund these remaining elements. Allowing work to follow straight on from that already occurring on site to ensure constancy of works for sub-contractors that will ensure efficient delivery. This will also allow for long term educational and traditional building skills training courses and apprenticeships opportunities to be planned and established.
- 4.26. A simple Phasing Plan is provided at Appendix C

PROFIT AND LOSS

4.27. The table below shows the resulting Operating Profit and Loss of the estimates detailed above. It shows a moderate loss in Years 1–4, while construction work is underway and in the first operational year. Followed by a profit of £70,575 in Year 5, rising to £683,428 in Year 11.

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Operating Profit												
Weddings & Events	£0	-£24,038	-£90,504	-£245,800	-£986	£84,998	£153,863	£252,716	£379,218	£389,487	£399,745	£415,590
Bed & Breakfast	£0	-£12,925	-£28,307	£41,709	£95,676	£86,450	£83,000	£74,250	£58,935	£64,163	£69,488	£74,910
Glamping	£0	£0	-£49,034	£24,111	£40,957	£43,424	£60,207	£60,910	£61,593	£62,247	£62,895	£63,508
Visitor Centre	£0	-£5,797	-£5,797	-£196,727	-£207,570	-£144,297	-£61,072	£16,300	£77,365	£87,419	£123,871	£129,420
TOTAL	£0	-£42,759	-£173,642	-£376,707	-£71,924	£70,575	£235,998	£404,176	£577,112	£603,315	£655,999	£683,428

(Profit and loss cashflow)

4.28 It is acknowledged that the proposal requires significant outgoings in the first two of years, to allow for the construction of the new build elements and the resulting combined cashflow is shown below:

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Weddings & Events	£0	-£433,768	-£500,234	-£245,800	-£986	£84,998	£153,863	£252,716	£379,218	£389,487	£399,745	£415,590
Bed & Breakfast	£0	-£233,235	-£248,617	-£8,002	£95,676	£86,450	£83,000	£74,250	£58,935	£64,163	£69,488	£74,910
Glamping	£0	£0	-£401,034	£24,111	£40,957	£43,424	£60,207	£60,910	£61,593	£62,247	£62,895	£63,508
Visitor Centre	£0	-£77,205	-£77,205	-£268,135	-£207,570	-£144,297	-£61,072	£16,300	£77,365	£87,419	£123,871	£129,420
TOTAL	£0	-£744,208	-£1,227,091	-£497,827	-£71,924	£70,575	£235,998	£404,176	£577,112	£603,315	£655,999	£683,428

(Combined Cashflow)

VALUATION

NET PRESENT VALUE (NPV) OF BUSINESS USES

- 4.29. The above referenced Net Profit, results in a Net Present Value of the business proposals, of £5,598,413m @ 7% discount rate¹¹ and £3,044,510m @ a 10% discount rate, as set out below.

NPV Calculation	@	7%	10%
Weddings & Events		£2,473,023	£1,276,254
Bed & Breakfast		£415,588	£169,563
Glamping		£288,043	£112,308
Visitor Centre		£588,634	£175,826
Trust Rent		£1,579,559	£1,074,034
	TOTAL	£5,344,848	£2,807,986

RESIDENTIAL VALUES

- 4.30. BNP Paribas valued the Gardeners Cottage at £266,400 in November 2016, which when indexed linked gives a value of £293,108 August 2018.
- 4.31. The Business Plan Cashflow assumes that they are paying a residential rent on the Slip Cottages in perpetuity. Therefore, once the suites in the Darcy House and West Range are complete and these are no longer required they will realise a residential value. BNP Paribas November 2016 valued the 8 Cottages at £2,501,730, which when indexed linked gives a value of £2,829,687.
- 4.32. Total Residential Value August 2018 £3,142,280.

AGRICULTURAL LAND (INCLUDING LAKES AND WOODLAND)

- 4.33. BNP Paribas valued the agricultural land at £2,356,380 (£14,820 per hectare), November 2016. Knight Frank Farmland Index Q2 2018, at Appendix J, suggests the market for agricultural land has softened slightly. However, to avoid debate and because the figures used by BNP are considered to still be representative they have been used.
- 4.34. Five hectares of agricultural land have been used as part of the residential development on the West Field and within the Park. As such, this area has been removed the value. Given a current value of £2,282,280

COMPLETED VALUE

Completed Value of Scheme	Aug-18
Business Operations	£5,344,848
Residential Property	£3,132,795
Agricultural Land	£2,282,280
Total	£10,759,922

¹¹ The discount rate refers to the interest rate used in discounted cash flow analysis to determine the present value of future cash flows

CONSERVATION DEFICIT

- 4.35. The Conservation Deficit was calculated by BNP Paribas in November 2016 to be £33,701,570. Subsequently enabling development was consented on the West Field and within the Park that secures the restoration and conversion of the Darcy West Wing and Gatehouse in full. In the intervening period of time external factors such as build cost inflation, changes in sales values, holding costs and deterioration mean that the Conservation Deficit has changed. The Conservation Deficit and the Business Plan cashflow are two critical items required to recognise the optimum delivery strategy of the project. It is therefore necessary to recalculate the Conservation Deficit to reflect the current situation in order to devise a robust and deliverable funding strategy
- 4.36. The assets have been deteriorating over the period and in order to avoid a protracted debate this a 2% per annum deterioration has been applied, which is what was agreed at the November 2016 inquiry.
- 4.37. The Conservation Deficit has been updated, taking account of the works that have now been completed, the change in sales values and the fact that the restored or due to be restored buildings that have been funded by the consented enabling development, have long term viable use.
- 4.38. Works relating the Bailiff's Cottage, Toll Barn, Darcy West Wing and Gatehouse have been removed.
- 4.39. It has been assumed that grant funding is successfully secured for the restoration of the Tithe Barn, Cart Lodge, Dairy and Abbot's Tower as contained within this Business Plan.
- 4.40. The table on the next page shows the Conservation Deficit as calculated by BNP Paribas in November 2016, updated to August 2018 with and without granted funding, based on the value generated by the preferred option.

CONSERVATION DEFICIT UPDATE 2018

Income/cost heading	A	B	C	D	Notes
	BNP- Nov 2016	BNP- Nov 2016 (ind August 2018)	Agreed Vision (August 2018) @7%NPV	Agreed Vision August 2018 @7%NPV (HLF Grant successful)	
Market value of property	£2,855,880	£2,905,957	£2,575,388	£2,575,388	C&D- Value of 7 Mill Street removed as part of the West Field and Park Scheme. C&D- £2,267,460 Farm Land, development areas for West Field and Park removed. B,C&D- £293,108 Gardeners Cottage August 2018 B- £256,469 7 Mill Street August 2018
Stamp duty on above (5%)	£142,794	£145,298	£128,769	£128,769	
Legal fees on acquisition (1%)	£28,559	£29,060	£25,754	£25,754	
Holding costs	£2,892,177	£2,892,177	£2,809,636	£2,809,636	Reduced by £532,925 funded by West Field & Park ED. Holding costs £19,582 per month, November 2016-October 2018. Total £450,386
Total Site and Property costs	£5,919,410	£5,972,492	£5,539,548	£5,539,548	
Survey, research and analysis	£1,406,052	£1,565,040	£1,276,658	£1,276,658	Costs incurred to date less those paid for by West Field & Park ED.
Historic asset repair	£13,579,297	£15,114,765	£12,329,645	£8,167,933	C-Darcy West, Gatehouse and Darcy East roof removed. D- Abbott's Tower, Tithe Barn, Dairy and Cart Lodge removed.
Historic asset conversion and refurbishment	£5,256,173	£5,850,511	£4,438,545	£2,387,238	C-Darcy West, Gatehouse and Darcy East roof removed. D- Abbott's Tower, Tithe Barn, Dairy and Cart Lodge removed.
External works, landscaping, utilities	£7,428,761	£8,268,762	£6,745,120	£6,558,173	C-West Field & Park funded removed. D- Trust funded removed.
SAM recording & monitoring	£120,000	£133,569	£108,957	£72,180	D-Reduced % of Historic repairs to be undertaken by The Trust.
Landscaping costs	£0	£0	£0		
Professional fees (15%)	£3,939,635	£4,639,897	£3,526,996	£2,769,327	
Contingency on design costs (20%)	£0	£0	£0		
Irrecoverable VAT (20% (2014) and various rates (2016))	£1,817,737	£2,023,276	£1,637,322	£1,637,322	C-Darcy West, Gatehouse and Darcy East roof removed D- Trust Properties have no VAT liability.
Total design and construction costs	£33,547,655	£37,595,821	£30,063,244	£22,868,833	
Licenses	£150,000	£150,000	£122,360	£81,059	C- Darcy West, Gatehouse and Darcy East roof removed D- Reduced % of Historic repairs to be undertaken by The Trust.
Interest (estimate)	£3,000,000	£3,000,000	£2,446,150	£2,045,046.00	9% of Total Design/ Construction Costs
Letting and sales costs	£0	£0	£0		
Short term income and grants	-£1,401,399	-£1,401,399	-£1,194,170	-£794,170	D- HE £400k grant reallocated to the Trust.
Total costs	£41,215,666	£45,316,913	£36,977,132	£29,740,315	
Developer's profit – 20% of costs	£8,243,133	£9,063,383	£7,395,426	£5,948,063	
Total net costs	£49,458,799	£54,380,296	£44,372,558	£35,688,378	
Less value of completed scheme					
Weddings & Events	-£12,699,665	-£12,699,665	-£2,473,023	-£2,473,023	A&B- includes B&B, Glamping and Visitor Centre value.
Bed & Breakfast			-£415,588	-£415,588	
Glamping			-£288,043	-£288,043	
Visitor Centre			-£588,634	-£588,634	
Additional Business Value			-£1,579,559		C- Business Value will increase if the Grant application is unsuccessful because the business operation will not be paying a rent on the Trust Properties.
Resi Property	-£266,400	-£293,108	-£3,132,795	-£3,132,795	B- £293,108 Gardeners Cottage index linked. C&D- Gardeners Cottage plus residential value of the Slip Cottages released when other Guest Accommodation within Darcy House and West Range is completed.
Nun's Hall and Shell House	-£434,866	-£478,463			C&D-Nun's Hall and Shell House part of West Field and Park ED.
Agricultural land	-£2,356,380	-£2,356,380	-£2,282,280	-£2,282,280	C&D- Farm Land, development areas for West Field & Park removed.
Trust Money			-£1,200,000		D- Trust Money as spent by the Trust on respective projects.
Total Value Completed scheme	-£15,757,311	-£15,827,616	-£11,959,922	-£9,180,364	
CONSERVATION DEFICIT	£33,701,488	£38,552,680	£32,412,636	£26,508,014	

- 4.41. As shown in the table above, when taking account of the changing factors between the November 2016 Conservation Deficit and now, the resulting Conservation Deficit, allowing for the delivery of the Business Plan and successful grant applications is £26.5m (7% NPV). However, should the Trust not be successful in securing grant funding this figure would be circa £32.4m (7% NPV), The Conservation Deficit will therefore be £5.9m larger if grant funding is *not* secured. This amount is different to the £5.6M figure reported earlier, and this is due to the different regimes that Historic England and the Heritage Lottery Fund operate. For instance, Historic England calculation does not recognise the educational and other set up costs associated with the grant funding. Further the Trust have elected to make a smaller profit on the Tithe Barn, Dairy and Cart Lodge as this is deemed to be a more certain source of funding which therefore does not require the same profit margins as a speculative scheme.
- 4.42. BNP in November 2016 calculated the deficit at £33.7m, this figure adjusted for inflation would today be £38.5m. The reduction of the deficit to £26.5m via the consented enabling development and the grant applications (if successful) therefore represents a significant step in the right direction. This will have secured the long-term viable future of a number of the key heritage assets and the delivery of the key business elements referred to above.
- 4.43. Build cost inflation and rising house prices, are the main factors causing the difference in the deficit. Build cost inflation is, on its own, responsible for nearly £4m increase in the delivery costs. Both these facts demonstrate the importance of delivering a proposal in a timely manner because with every delay the scale of the issue only increases.

The table below shows the Conservation Deficit specifically relating to the buildings identified within the S106, that need to be addressed within a period of 10 years. Those heritage assets are coloured as follows: [Phase 1](#) [Phase 2a](#)

Building	Conservation Deficit (successful grant)
Darcy House West	£0
Abbotts Lodgings internal fit out	£372,353
Darcy House South & East	£6,096,439
The Gatehouse	£0
Abbot's Tower	
Chapel	£2,468,103
Rivers Wall	£686,469

Building	Conservation Deficit (successful grant)
Brewhouse	£736,518
West Barn	£3,107,881
Tithe Barn	
Cart Lodge	
Dairy	
Rose Garden Walls	£940,785
Northern section of wall (with gate and windows) on the west side of the Bury	£731,592
Total	£15,140,140

CASHFLOW

- 4.45. The detailed cashflow is in Appendix E along with the key assumptions regarding revenues and costs for each business are set out at appendices M and O. The milestones are set out in the table below:

Phase	Conservation Deficit	Funding Secured	Timescales
Phase 1	£17.8m	£10.8m	2018–2022
Phase 2a	£16.8m	£0.25m	2019–2023
Phase 2b	£11.3m	£0m	2020–2026

5. FUNDING

5.1. The detail of funding for the various phases is set out in the table below:

Phase 1 Funding Mix (To open the venue in earnest):		
Source	Amount	Comments
Consented Enabling Development	£9,810,000	Total raised by Wellwick, Park and West Field, which has secured works to Bailiffs Cottage, Darcy West, Abbot's Lodging (repair only), Darcy East roof and Gatehouse (complete)
Trust Money	£950,000	Portion of the £1.2m secured for the Trust via West Field & Park Enabling Development and allocated to the Tithe Barn, Dairy and Cart Lodge project.
Bank loans (commercial funding)	£2,899,922	£2.0m for new works; including Glamping Pods, Guest Suites in the Walled Garden & above the Garages, conversion of the Atcost Barn, and additional conversion costs to make properties suitable for commercial use. £904,933 borrowed by the trust against the uplift in value of the Tithe Barn, Dairy and Cart Lodge.
Grants from Historic England, HE & others	£3,120,879	£2.97 HLF bid already submitted; plus £150,000 of fund raising by the Trust including smaller Grant applications to be made.
Additional Enabling Development (Abbot's Lodgings & Crenellated Wall)	£1,103,945	Abbot's Lodgings (internal fit out)- £372,353 Remainder of Crenellated Wall-£731,592
Total	£17,884,816	

5.2. The only funding that is secured at present is for the Consented Enabling Development. The commercial loans included above will require the Heritage Lottery Fund funding to be secured, in order to demonstrate the deliverability of the wedding venue; before banks or investors will agree to loans. On this basis, the amounts allowed for are considered to be realistic and appropriate in the current market.

- 5.3. Once Phase 1, with its Heritage Lottery Fund and other grant funding, is complete this will allow the initial wedding and events business and the Visitor Attraction to open.
- 5.4. Phase 2a is the list that completes the repairs and reuse of the assets that the Tendring District Council planning committee resolved in September 2016

Phase 2a Funding Mix (to complete the Council's list of heritage assets)		
Source	Amount	Comments
Trust Money	£250,000	Remainder of £1.2m secured by Enabling Development
Grants from HLF, HE & others	£2,553,276	£400,000 Grant from Historic England. Already allocated to the Sargeant Family, the Trust are to apply for it to be transferred. £2,153,276 from HLF Heritage Grant Scheme.
Additional Enabling Development	£14,036,196	Total cost of delivering phase 2a less the targeted grant amounts.
Total	£16,839,471	

- 5.5. The funding mix for Phase 2a includes £250,000 of the Trust's money that is earmarked for the Abbot's Tower Project. It is also hoped that Grants can be secured towards this project from Historic England and the HLF via their Heritage Grant scheme. It is considered that this second grant application will most likely exhaust any grant funding available in the short to medium term. It is therefore likely that the remaining money for the items listed on the Council's priority list will need to be funded via additional Enabling Development.
- 5.6. Phase 2b Funding Mix (to complete the restoration of the entire Estate and to maximise the chances that the business profits will be delivered):

Phase 2b Funding Mix		
Source	Amount	Comments
Long Term Grants	£1,000,000	With a proven track record there is a chance that the Trust will be able to secure further grants from various organisations that could contribute to works later on in the plan period. £1,000,000 is considered an optimistic but achievable figure.
Super Profits	£400,000	As explained above if the business makes excess profits 'Super Profits' % of these will

Additional Enabling Development Total:		be passed on to the Trust. The cashflow is based on the work done by Savills and Colliers and it is considered an accurate forecast. Therefore, only a modest amount has been allowed for potential 'super profits.
	£9,967,874	Total cost of delivering phase 2a less the targeted grant and super profit amounts.
	£11,367,874	

- 5.7. With the exception of the consented Enabling Development, there is a risk associated with securing the remaining funding required. Grant processes are highly competitive and not guaranteed, although the nature of St Osyth Priory means it will score highly against the criteria for most schemes. Likewise, any surplus money generated by business operations is possible but not certain.
- 5.8. It is therefore considered that £25.1m of Enabling Development is required to complete the Priory Estate, subject to the success of Grant Funding and the Business operations. However, in a worst-case scenario, where neither the Grant Funding or additional Business funding is forthcoming, then up to £32.4m of Enabling Development would be required, which equates to the Conservation Deficit (no grant) shown in Section xx.
- 5.9. The Enabling Development could be drip fed into the project but as has already been evidenced on this project, delays lead to deterioration, increased costs and potentially negative market changes; which often erode the positive steps taken. The strategy that is advocated in this report therefore is to agree a comprehensive scheme of Enabling Development that delivers a firm commitment to fund all of Phase 2a within the next 12-24 months and that similarly 80% of the Phase 2b elements are funded within 24-30 months, if not sooner. This would still leave an additional £2m of Enabling Development held in abeyance, pending any improvements in the Grant Funding market or exceptional profits achieved from the business ventures over and above those that have already been assumed.

6. DELIVERY & RISKS

- 6.1. The sheer scale of The Priory and the costs involved, with a Conservation Deficit in excess of £32m (assuming no grant), means that the Trust is very unlikely to be able to deliver the complete restoration of all of the buildings identified in the Council's 10 year priority listing and certainly not in a timescale that will prevent the Conservation Deficit increasing further. As referred to above the BCIS are forecasting a 38% increase in build costs over the next 5 years to 2023.
- 6.2. To put in context the competition for grant funding the HLF has awarded £7.9billion to over 43,000 projects since 1994, which is an average of £183,720 per project. Further the HLF have recently contact all the organisations who are part of the final batch of bids under the current Heritage Grants program to warn them that they are expecting a success rate of just 12%, see email at Appendix K
- 6.3. The risks due to the scale, complexity and diversity of the businesses that need to be set up and developed is beyond the capabilities of most experienced development companies. A unique skill set is therefore required and ideally a proven track record of delivering complex schemes of this nature. Any organisation without this is highly unlikely to be able to secure the required funding.
- 6.4. It is therefore proposed that the Sargeant Family, who already own the entire Estate, and have an extensive track record both personally and also through their other business interests; take the lead as development, property and business managers bringing forward the solutions that the project requires over the longer period. City & Country is recognised to be one of the leading specialist heritage developers, with a portfolio of previous projects including sites of a similar scale and complexity to St Osyth Priory, where the restoration and long-term conservation has been achieved.
- 6.5. Whilst the Trust will play an integral role in the delivery of the Vision and securing Grant Funding, given the scale of the problems, the inherent risks with the project and the need for speed; all possible assistance from Tendring District Council, Historic England, Essex County Council and the local community should be harnessed and encouraged. The Family are committed to managing and dealing with the risks that the project faces, which have been set out in the table below.

RISK ANALYSIS

The following lists the potential risk in the RHS column and the Probability and its impact to the Business plan in the centre column. The Probability/Impact column is a combination of both the likelihood of the risk occurring and its impact on the project because some risks could be high and the impact overall small, but others could be low risk but their impact high. The combined affect is colour coded, as set out in the key below, with the high grade being the dominate colour where the probability and impact are believed to straddle two categories so as to be precautionary.

Low	Medium	High
Risk	Probability	Amelioration
The Trust is not successful in securing Heritage Enterprise Grant from the HLF for the restoration of the Tithe Barn Complex	Medium- High. HLF funding is very competitive and the HLF are currently restructuring.	Restored buildings can be used for residential until funding can be secured either from a second bid or enabling development.
The economy changes for the worse	Medium- High. House Price Inflation is currently out stripping wage increases and is unsustainable. Plus, uncertainty around BREXIT means that there is chance the market may slump.	The Sargeant Family's experience of restoring heritage assets will help ensure that any development is brought forward in a timely and efficient manner, minimising market exposure.
The tourist market changes for the worse	Low-Medium. The tourism trade is fickle and easily influenced by the market and Fashion. The Pound is currently at a low point and may rebound following Brexit.	The offering proposed is likely to be unique and will draw audiences from afar. This should protect the Priory from a certain amount of fluctuation.
The wedding business changes for the worse	Medium. Essex has more wedding venues than any other county. Further, there has been a change in the demand from Country- Houses to Barn style venues. It is not impossible that a similar change may occur again.	By offering both a Country-House and barn offering the Priory is well placed to react to market changes.
Planning, listed building and SaM consents required are not forthcoming	Low. To date been the there have been disagreements in terms of strategy and resourcing issues at TDC that have slowed the planning process, delaying development but these matters seem to be resolving positively.	It is hoped that by engaging with Stakeholders at an early stage and by involving TDC and HE in the Business Plan that this process should be streamlined.
The housing market alters, the enabling development does not proceed as scheduled and the funds are not available for the	Low. As mentioned above there is a considerable amount of uncertainty relating to UK economy and its housing market. City & Country are a long-established developer that has	It is considered that the location of development on the St Osyth Priory Estate make these properties more desirable than the norm for the market, which should

Low	Medium	High
Risk	Probability	Amelioration
Trust to match fund the Heritage Lottery Fund bid	negotiated various down turns and due to the quality of their product has been able to maintain sales.	protect them from minor market fluctuations.
Commercial funding market changes – availability of debt	Low-Medium. Banks are becoming more and more cautious about funding development projects.	The scale of the project and investment from other sources should minimise the risk to the banks.
Build Cost inflation	Medium-High. As shown in Appendix A, Build Cost Inflation has been persistent	A quick and efficient build programme that front loads procurement. Further, City & Country will use their knowledge and experience of restoring heritage assets to minimise an additional cost incurred.
Deterioration of heritage assets prior to restoration	Medium-High. Whilst buildings are without a use they will continue to deteriorate.	Bringing forward income streams as early as possible so that they can ensure regular maintenance and prevent further deterioration.
Rate of deterioration increases due to delays	Low-Medium. As is evident from the recent storm damage, the rate of deterioration continues to increase.	The phasing of the business plan is designed to prevent further deterioration to buildings in the quickest way possible.
Suitable business partners not forthcoming	Low. The scale of the operation is considerable and there will only be a limited number of organisations with suitable experience. City & Country has been able to source new partners across the country and given the work done so far this is a low risk. Also, Savills recommend that the family take control in house and they would assist with the recruitment of the right staff.	The Sargeant Family has already been using its network to make contact with potential business partners, who can hopefully be brought on board.

Low	Medium	High
Risk	Probability	Amelioration
Suitable staff not available	Low. Although the work is largely unskilled there are certain roles that will require more qualified people, who may be put off by the geographical proximity to Clacton-on-Sea. City & Country has been able to source new employees across the country and given the high-profile nature of the project this is considered a low risk.	The scale of and nature of the business will be an attractive draw to candidates.
The Wedding & Events Business does not perform as well as projected	Low- Medium. The wedding business is key to the success of this strategy. The wedding industry is highly competitive and starting a business from scratch. Colliers has highlighted that some of Savills projections are optimistic.	An existing wedding operator could be brought onboard, bringing with them their reputation and experience. Milsom Hotels & Restaurants have already expressed interest, see Appendix L
The visitor attraction- does not perform as well as projected	Medium. The location of St Osyth Priory means that it is a significant distance from London and other key settlements where visitors are likely to travel from.	The proposal envisages an offering that would encourage repeat visitors.
The Glamping Business does not perform as well as projected	Medium. As a new business there are obvious risks trying to draw visitors to an unproven destination.	By locating them in an exclusive part of the Park, they will provide a truly exceptional offering that will hopefully draw people from afar.
Visitor operations compromise the desirability of the wedding venue	Low- Medium. The wedding business is key to the success of this strategy. The proximity of the proposed Visitor Centre to the venue is not ideal but should be manageable. This will not be certain until tested.	Manging opening hours. The Layout of the Tithe Barn, Cart Lodge, Dairy and new Café will key to this ensuring separation between different elements.
Funding for Darcy House East and South is not forthcoming, and their	Low-Medium- Both these elements are in poor condition and in particular the roof to	It is proposed to undertake essential repair works to the East and South Wing roofs as

Low	Medium	High
Risk	Probability	Amelioration
condition detracts from the wedding operation	Darcy House South is unresolved. Therefore, it is unlikely that grant funding will be available for this element and it is felt that enabling development is most likely required. This has been inherently controversial so delays and impacts to the success of the Business Plan may occur.	part of Phase 1, which should slow further deterioration allowing funding to be secured. Further, it is likely that suitable enabling development site/s can be found in the near future.
Later phases of work negatively affect the wedding operation and visitor offering.	Low- Medium- The wedding business is key to the success of this strategy. Any works are likely to cause some disturbance and put off the top end of the market, who are seeking near perfection. The visitor attraction market has many other established attractions and the area does not have the reputation as being a heritage destination. The visitor market is not the main profit generator.	Site works can be undertaken within the low season and access routes can be designed to minimise conflict with the ongoing business operations.
The project is delayed because the Heritage Lottery Fund bid fails at one or other stage	Low- Medium. This is a competitive process and is currently being restructured. The Phase 1 bid is unlikely to be unsuccessful, but the phase 2 bid could be rejected and cut back. The impact has the potential to be very significant and in six or seven figures.	An initial bid has been submitted prior to the restructuring of the HLF to minimise delay. If this bid is unsuccessful then timing a re submission to align with a period when there are less bids of a similar scale will assist in maximising the chance of success.
The project is delayed due to lack of suitable contractors or subcontractors	Low-Medium. It is acknowledged that there is a skill shortage in the UK, which is getting worse.	City & Country has been working with Essex Place Services to bring on apprentices. Further, the length of the project and scale of work involved means that training programmes can be facilitated within the project.

Low	Medium	High
Risk	Probability	Amelioration
General Inflation is lower/higher than the 2.5% assumption	Low. The Bank of England is already talking about increasing interest rates over the coming years because of the rate of inflation to manage interest rates within the limits set by government.	Any gain or loss resulting from this is likely to be offset by a resulting decrease or increase in operating costs

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7. CONCLUSION

- 7.1. A Vision has been agreed with the Council that will see the site operated on a commercial basis with three components being the Functions and associated Accommodation, the Visitor Attraction and the Holiday Cottages lets.
- 7.2. This proposal generates an end value of £10.76, which when factored into the Conservation Deficit, results in a £32.41m. The agreed Vision benefits from its ability to be delivered in phases, allowing the Conservation Deficit to be addressed over a period of time. This figure is reduced to £26.51m subject to the success of the Trusts proposed grant bids.
- 7.3. A Heritage Enterprise bid was submitted by SOPPT on 16 August 2018, which, if successful, will deliver the restoration of the Tithe Barn, Dairy and Cart Lodge. These buildings will form the key commercial element of the Vision and can be operated in isolation from the other elements of the Vision. Conversion and restoration of the rest of the buildings will complement and support the growth of the Visitor Attraction and Function businesses to the scale forecast in Appendix M. This will primarily involve the additional guest accommodation, events space in the Abbot's Lodgings and the Abbot's Tower viewing platform.
- 7.4. Given the time scales involved in the grant bid process, it proposed that the buildings with funding already secured will be put into residential use; until such a time the function business is operational and guest accommodation is required, which is programmed for 2022.
- 7.5. Subject to the success of the Trust's current grant application, £1.1m of Enabling Development is required to complete Phase 1. A planning application has been submitted for Land at Foots Farm, which will generate circa £1.76m, if approved. This will secure the remaining funds required to complete Phase 1 and the surplus is proposed to be used to prevent further deterioration to the Darcy House; whilst a funding solution is secured.
- 7.6. The Trust is intending to progress another project that will seek to restore the Abbot's Tower, using the £250,000 remaining from the Enabling Development money and hopefully securing a £2.54m grant funding. This will bring the total amount of grant to £5.65m, which is on the upper end of what, it is agreed, can realistically be secured in the short to medium term. Therefore, £14.04m of Enabling Development is required to complete Phase 2a (including the £660,055 proposed from Foots Farm). This will complete the restoration of all the Heritage Assets listed on the Council's Committee Resolution.
- 7.7. The remaining heritage assets, set out in Phase 2b, relate to boundary walls and features within the landscape, which are proposed to be dealt with over a longer timescale. It is therefore anticipated that there may be more grant funding and surplus profits from the business operations available for these. As such, £1m of grant and £400,000 of 'super profits' have been accounted for. Meaning that a further £10m would need to be secured via Enabling Development to complete all the works to the Priory.
- 7.8. Overall, taking account of the various proposed grant applications, £25.1m of Enabling Development is required to complete the restoration of the Priory Estate. However, in a worst-case scenario, where neither the grant funding or additional commercial funding is forthcoming,

then up to £32.4m could be required. It should though be noted that the phasing of this strategy would allow this to be dealt with over a period of time.

7.9. Subject to the success of grant bids it is proposed that Enabling Development funds should be allocated in the following order of priority:

	Heritage Asset	Phase	Listing	Conservation Deficit
1.	Abbot's Lodgings Internal fit out	1	Grade I	£372,353
2.	Crenellated Wall	1	Grade II*	£731,592
3.	Darcy House Roof	2a	Grade I	£591,650
4.	Darcy House South and East	2a	Grade I	£6,096,439
5.	The Chapel	2a	Grade I	£2,468,103
6.	West Barn	2a	Grade II*	£3,107,881
7.	Brewhouse	2a	Grade II	£736,518
8.	Rivers Wall	2a	Grade II	£686,469
9.	Rose Garden Wall	2a	Grade II	£940,785

7.10. This report recommends that the immediate priorities are that:

- The Trust starts preparing grant applications to deliver the Abbot's Tower Project.
- Comments and input from Tendring District Council, Historic England, Parish Council, Trust, Family and local community are incorporated into the draft Business Plan.
- All parties to agree the Business Plan, Strategy and associated Action Plans.
- Secure Phase 1 and Phase 2a funding within the next two years, whilst the Trust and the Family work together to minimise deterioration and losses of heritage interest and fabric.
- The Family to bring forward further off-site enabling development proposals for debate and consideration which will assist in securing Phase 1 and 2.
- The strategy that is advocated in this report therefore is to agree a comprehensive scheme of Enabling Development that delivers a firm commitment to fund all of Phase 2a within the next 12-24 months and that similarly 80% of the Phase 2b elements are funded within 24-30 months, if not sooner. This would still leave an additional £2M of Enabling Development held in abeyance, pending any improvements in the Grant Funding market or exceptional profits achieved from the business ventures over and above those that have already been assumed

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Indices

View


 Use common base 4Q 2016 ▾


BCIS All-in TPI

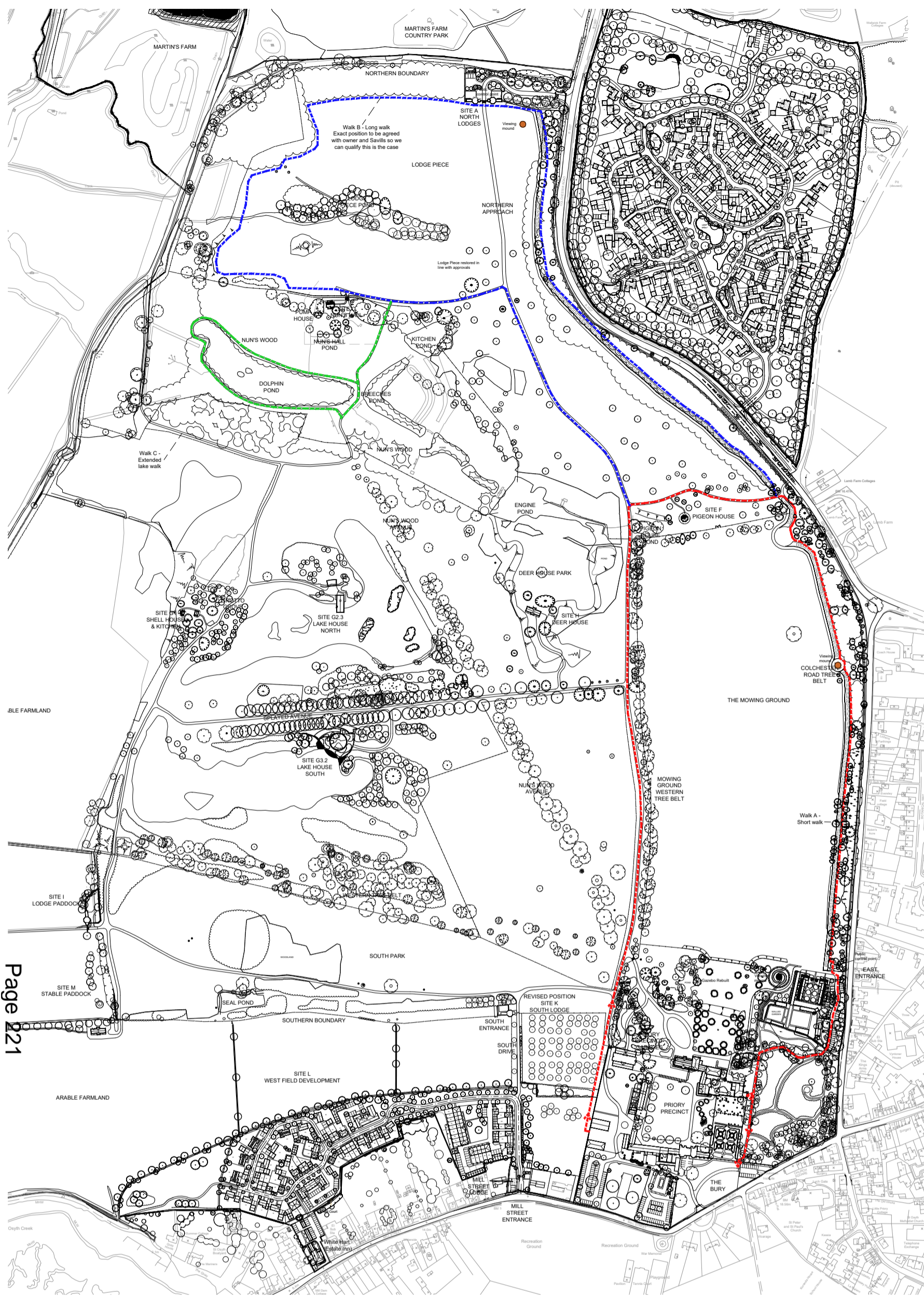
Base date: 1985 mean = 100 | Updated: Sep-2018 | #101

Recent changes			Percentage change		
Date	Index	Sample	On year	On quarter	On month
4Q 2016	283	25	4.4%	3.7%	
1Q 2017	298	27	8.4%	5.3%	
2Q 2017	324	23	14.9%	8.7%	
3Q 2017	307	Forecast 14	12.5%	-5.2%	
4Q 2017	324	Forecast 17	14.5%	5.5%	
1Q 2018	316	Forecast 7	6.0%	-2.5%	
2Q 2018	314	Forecast	-3.1%	-0.6%	
3Q 2018	313	Forecast	2.0%	-0.3%	
4Q 2018	315	Forecast	-2.8%	0.6%	
1Q 2019	318	Forecast	0.6%	1.0%	
2Q 2019	320	Forecast	1.9%	0.6%	
3Q 2019	323	Forecast	3.2%	0.9%	
4Q 2019	327	Forecast	3.8%	1.2%	
1Q 2020	331	Forecast	4.1%	1.2%	
2Q 2020	334	Forecast	4.4%	0.9%	
3Q 2020	336	Forecast	4.0%	0.6%	
4Q 2020	340	Forecast	4.0%	1.2%	
1Q 2021	345	Forecast	4.2%	1.5%	
2Q 2021	349	Forecast	4.5%	1.2%	
3Q 2021	356	Forecast	6.0%	2.0%	
4Q 2021	360	Forecast	5.9%	1.1%	
1Q 2022	365	Forecast	5.8%	1.4%	
2Q 2022	370	Forecast	6.0%	1.4%	
3Q 2022	377	Forecast	5.9%	1.9%	
4Q 2022	381	Forecast	5.8%	1.1%	
1Q 2023	386	Forecast	5.8%	1.3%	
2Q 2023	391	Forecast	5.7%	1.3%	

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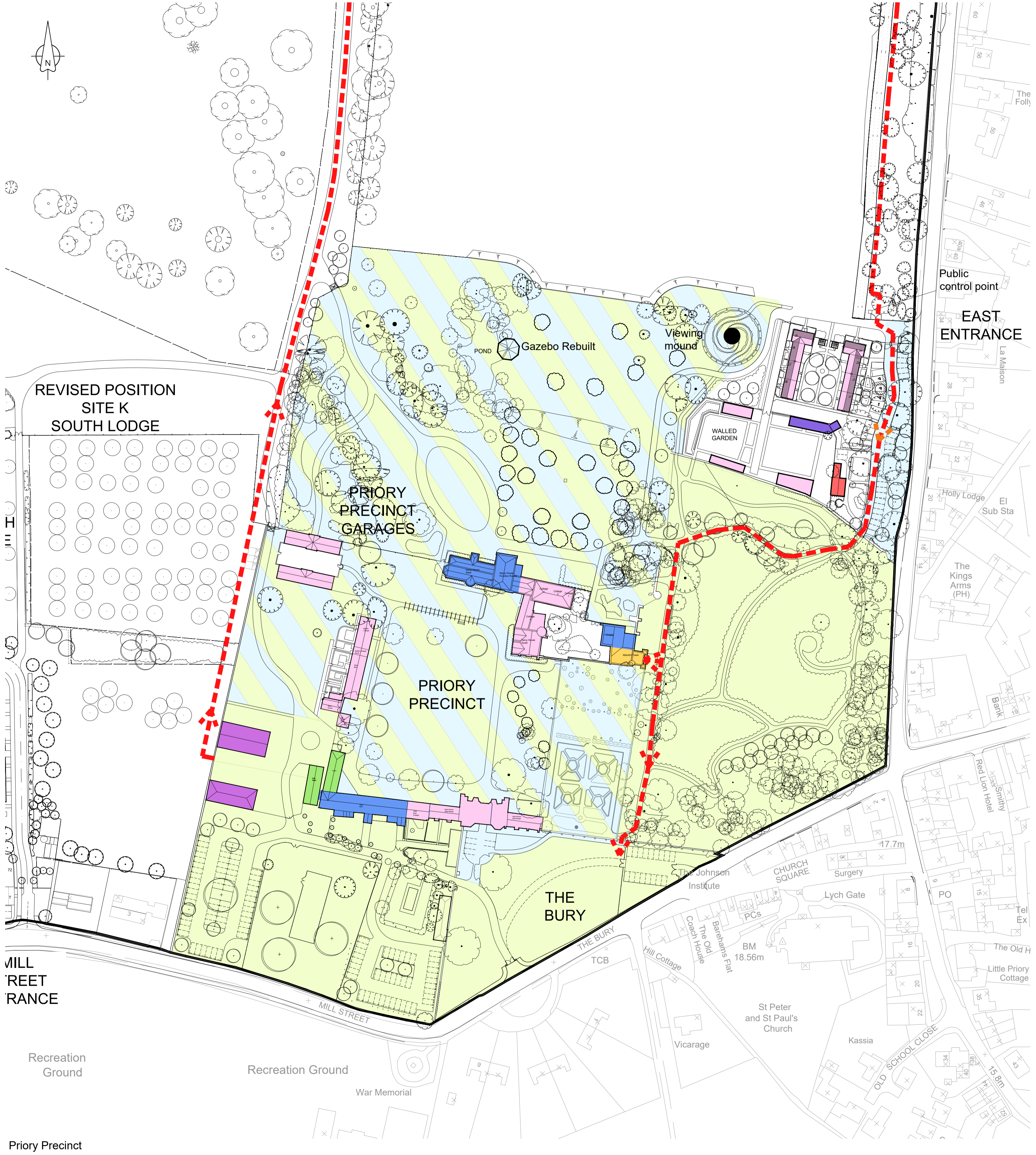

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Priory Estate - Walks plan

- Key**
- Function/ Wedding Space. Public Access when not in use
 - Spa / Treatment Rooms
 - Shops (Food & Gifts)
 - Cafe / Play Barn
 - Abbots tower - Exhibition Space
 - Guest Accommodation
 - Private Residential (tenanted)
 - Access for Wedding events / Functions only
 - Access to Public
 - Public Access when there are no wedding events running
- Measured Walk Route 1
 - Measured Walk Route 2 & Access route to Abbots tower and Gardens
 - Measured Walk Route 3
- All walks are indicative and subject to final approval.**
- The areas are approximate and subject to change in order to deliver business plan strategies so as to reduce the conservation deficit**



Priory Precinct

Revision	Date	Amendment	Initials
B	08.08.18	Public access areas amended	SAH
A	13.06.18	Amended to comments	SAH

Drawing Title		St Osyth's Priory Estate Precinct Use & Access Plan	
Drawing Number		CC-0175-VAP04	
Revision	Date	Scale @ A1	1:1000 - 1:2000
B			
Drawn By	Date Started	Date	June 2018
SAH			
Checked by	Date		08.08.2018

Development
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St.Osyth, Essex

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Phase 1

- 5 Abbots Tower (Grade I Listed & SAM)
- 7 Darcy House West Wing (Grade I Listed)
- 9 Bailiff's Cottage (Grade II* Listed)
- 13 Dairy (Grade II Listed)
- 14 Cart Shed (Grade II Listed)
- 15 Tithe Barn (Grade II* Listed)
- 16 Tithe Cottage (Grade II* Listed)
- 17 Gate House West Wing (Grade I Listed)
- 18 Gate House East Wing (Grade I Listed)
- WL1 Crenellated Wall South of Gate House (Grade II* Listed & SAM)
- WL8 Topiary and Rose Garden West Wall (Grade II Listed)
- WL9 Topiary and Rose Garden East Wall (Grade II Listed)

Phase 2a

- 4 Chapel (Grade I Listed & SAM)
- 6 Darcy House East Wing (Grade I Listed)
- 8 Darcy House South Wing (Grade I Listed)
- 10 West Barn (Grade II* Listed)
- 11 Brew House (Grade II Listed)
- 12 Drying Shed (Grade II Listed)
- 24 Part Of Kitchen (Grade 1 Listed & SAM)
- 25 Part Of North Range Wall (Grade 1 Listed & SAM)
- WL10 Remains of Rivers House (Grade 1 Listed & SAM) as part of Ruin

Phase 2b

- 1 Walled Garden (Grade II Listed)
- 2 Gardener's Cottage
- 3 Ruin (Grade I Listed & SAM)
- 19 Japanese Pond (Grade II Listed as part of Registered Park & Garden)
- 20 Ha Ha
- 21 Garden Steps (Grade II Listed)
- 22 Urn On Pier (Grade II Listed)
- 23 Urn (Grade II Listed)
- 27 Pump (Grade II Listed)
- 28 Pump
- WL2 West Wall (Grade II* Listed & SAM)
- WL3 West Wall Fronting Mill Street (Grade II* Listed & SAM)
- WL4 West Wall to Western Boundary (Grade II* Listed & SAM)
- WL5 East Wall East of Gate House Fronting Bury (Grade II* Listed & SAM)
- WL6 East Wall East of Bury (Grade II* Listed & SAM)
- WL7 East Wall Fronting Colchester Road (Grade II* Listed & SAM)

SAM = Scheduled Ancient Monument.



APPENDIX D TRUST CASHFLOW

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17
Rental Income	£0	£0	£0	£138,271	£141,728	£145,271	£148,903	£152,625	£156,441	£160,352	£164,361	£168,470	£172,682	£176,999	£181,424	£185,959	£190,608	£195,373
Enabling Development Money	£400,000	£800,000	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Grant Income (Tithe Barn, Dairy and Cart Lodge)	£108,600	£1,560,439	£1,560,439	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Development Costs (Tithe Barn, Dairy and Cart Lodge)	(£138,600)	(£2,409,606)	(£2,409,606)	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Grant Income Abbot's Tower	£0	£620,849	£1,932,427	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Development Costs Abbot's Tower	£0	(£870,849)	(£2,218,811)	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Loan Income/ Repayment	£0	£452,467	£738,851	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)	(£120,957)
Annual running costs	(£10,000)	(£20,000)	(£30,000)	(£30,750)	(£31,519)	(£32,307)	(£33,114)	(£33,942)	(£34,791)	(£35,661)	(£36,552)	(£37,466)	(£38,403)	(£39,363)	(£40,347)	(£41,355)	(£42,389)	(£43,449)
Super Profits	£0	£0	£0	£0	£0	£0	£67,000	£68,675	£70,392	£72,152	£73,955	£75,804	£77,699	£79,642	£81,633	£83,674	£85,766	£87,910
Fund Raising	£0	£0	£0	£15,000	£15,375	£15,759	£16,153	£16,557	£16,971	£17,395	£17,830	£18,276	£18,733	£19,201	£19,681	£20,173	£20,678	£21,195
Longer Term Grant Income	£0	£0	£0	£0	£0	£0	£0	£0	£333,333	£333,333	£333,333					£0	£0	£0
Net cashflow	£360,000	£133,300	(£426,700)	£1,564	£4,627	£7,767	£77,985	£82,958	£421,389	£426,615	£431,971	£104,127	£109,754	£115,522	£121,434	£127,494	£133,705	£140,072
Balance b/fwd	£0	£360,000	£493,300	£66,600	£68,164	£72,791	£80,558	£158,542	£241,500	£662,890	£1,089,504	£1,521,475	£1,625,602	£1,735,357	£1,850,879	£1,972,313	£2,099,807	£2,233,512
Balance c/fwd	£360,000	£493,300	£66,600	£68,164	£72,791	£80,558	£158,542	£241,500	£662,890	£1,089,504	£1,521,475	£1,625,602	£1,735,357	£1,850,879	£1,972,313	£2,099,807	£2,233,512	£2,373,583

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APPENDIX E BUSINESS CASHFLOW

St Osyth Priory Wedding & Event Financial Analysis																
Summary																
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	
Gross Income																
Weddings & Events	£0	£0	£0	£545,544	£908,085	£1,056,581	£1,180,275	£1,349,002	£1,553,154	£1,591,982	£1,631,782	£1,682,811	£1,724,881	£1,778,756	£1,823,224	
Bed & Breakfast	£0	£0	£0	£528,095	£608,187	£592,845	£589,111	£576,500	£553,142	£566,971	£581,145	£595,674	£610,566	£625,830	£641,476	
Glamping	£0	£0	£0	£75,468	£96,694	£99,111	£121,907	£124,955	£128,079	£131,280	£134,562	£137,927	£141,375	£144,909	£148,532	
Visitor Centre	£0	£0	£0	£97,132	£464,260	£625,743	£847,748	£1,005,509	£1,124,488	£1,191,575	£1,286,539	£1,326,889	£1,420,191	£1,455,696	£1,559,670	
TOTAL	£0	£0	£0	£1,246,240	£2,077,226	£2,374,280	£2,739,041	£3,055,965	£3,358,863	£3,481,809	£3,634,028	£3,743,301	£3,897,013	£4,005,190	£4,172,902	
<i>Estimated £ Money Spend Locally ex Build at 68:32</i>	<i>£0</i>	<i>£0</i>	<i>£0</i>	<i>£2,648,259</i>	<i>£4,414,106</i>	<i>£5,045,346</i>	<i>£5,820,461</i>	<i>£6,493,925</i>	<i>£7,137,584</i>	<i>£7,398,844</i>	<i>£7,722,310</i>	<i>£7,954,514</i>	<i>£8,281,152</i>	<i>£8,511,030</i>	<i>£8,867,417</i>	
Operating expenses																
Weddings & Events	£0	£24,038	£90,504	£791,344	£909,071	£971,584	£1,026,412	£1,096,286	£1,173,935	£1,202,496	£1,232,037	£1,267,221	£1,298,926	£1,336,510	£1,370,559	
Bed & Breakfast	£0	£12,925	£28,307	£486,386	£512,511	£506,394	£506,111	£502,249	£494,207	£502,808	£511,658	£520,763	£530,134	£539,777	£549,701	
Glamping	£0	£0	£49,034	£51,358	£55,737	£55,687	£61,700	£64,045	£66,485	£69,034	£71,667	£74,418	£77,283	£80,267	£83,374	
Visitor Centre	£0	£5,797	£5,797	£293,859	£671,830	£770,040	£908,820	£989,209	£1,047,123	£1,104,156	£1,162,667	£1,197,470	£1,261,476	£1,295,584	£1,365,894	
TOTAL	£0	£42,759	£173,642	£1,622,947	£2,149,150	£2,303,705	£2,503,043	£2,651,789	£2,781,751	£2,878,494	£2,978,030	£3,059,873	£3,167,818	£3,252,137	£3,369,528	
Operating Profit																
Weddings & Events	£0	£-24,038	£-90,504	£-245,800	£-986	£84,998	£153,863	£252,716	£379,218	£389,487	£399,745	£415,590	£425,956	£442,246	£452,666	
Bed & Breakfast	£0	£-12,925	£-28,307	£41,709	£95,676	£86,450	£83,000	£74,250	£58,935	£64,163	£69,488	£74,910	£80,432	£86,053	£91,775	
Glamping	£0	£0	£-49,034	£24,111	£40,957	£43,424	£60,207	£60,910	£61,593	£62,247	£62,895	£63,508	£64,092	£64,642	£65,157	
Visitor Centre	£0	£-5,797	£-5,797	£-196,727	£-207,570	£-144,297	£-61,072	£16,300	£77,365	£87,419	£123,871	£129,420	£158,715	£160,112	£193,777	
TOTAL	£0	£-42,759	£-173,642	£-376,707	£-71,924	£70,575	£235,998	£404,176	£577,112	£603,315	£655,999	£683,428	£729,195	£753,054	£803,374	
Combined Cashflows including Construction Costs for NPV calc.																
Weddings & Events	£0	£-433,768	£-500,234	£-245,800	£-986	£84,998	£153,863	£252,716	£379,218	£389,487	£399,745	£415,590	£425,956	£442,246	£452,666	
Bed & Breakfast	£0	£-233,235	£-248,617	£-8,002	£95,676	£86,450	£83,000	£74,250	£58,935	£64,163	£69,488	£74,910	£80,432	£86,053	£91,775	
Glamping	£0	£0	£-401,034	£24,111	£40,957	£43,424	£60,207	£60,910	£61,593	£62,247	£62,895	£63,508	£64,092	£64,642	£65,157	
Visitor Centre	£0	£-77,205	£-77,205	£-268,135	£-207,570	£-144,297	£-61,072	£16,300	£77,365	£87,419	£123,871	£129,420	£158,715	£160,112	£193,777	
TOTAL	£0	£-744,208	£-1,227,091	£-497,827	£-71,924	£70,575	£235,998	£404,176	£577,112	£603,315	£655,999	£683,428	£729,195	£753,054	£803,374	

APPENDIX F UK HOUSE PRICE INDEX

DR



UK House Price Index

House price index by type of property in Tendring

November 2016 – September 2018

	Reporting period	Sales volume	House price index All property types	
	Nov 2016	monthly	307	117.7
	Dec 2016	monthly	251	120.4
	Jan 2017	monthly	226	121.5
	Feb 2017	monthly	213	122.4
	Mar 2017	monthly	287	122.8
	Apr 2017	monthly	234	125.6
	May 2017	monthly	276	126.9
	Jun 2017	monthly	239	130.3
	Jul 2017	monthly	308	130.3
	Aug 2017	monthly	283	131.3
	Sep 2017	monthly	259	130.7
	Oct 2017	monthly	281	130.7
	Nov 2017	monthly	275	130.5
	Dec 2017	monthly	269	130.6
	Jan 2018	monthly	221	131.4
	Feb 2018	monthly	224	133.3
	Mar 2018	monthly	197	132.5
	Apr 2018	monthly	193	131.2
	May 2018	monthly	233	129.3
	Jun 2018	monthly	208	129.4

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	Reporting period	Sales volume	House price index All property types
Jul 2018	monthly		131.8
Aug 2018	monthly		129.5

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24 September 2018
Letter C&C 24 September 2018



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Dear Sam

Review of projections in November 2017 report

Following our discussion earlier today I have now had an opportunity to review our report and the financial projections and consider what if any adjustments should be made given that two years have since passed and the ongoing uncertainties of Brexit.

The weddings market is becoming increasingly competitive and I would be nervous about increasing venue hire and accommodation charges at this stage in connection with these events. I am confident that the rates suggested are appropriate in the 2018/2019 market. In terms of the number of events, I am also confident that the projected growth and ceiling remains realistic and achievable.

In relation to the bed and breakfast and holiday accommodation (cottages and glamping) business, we see evidence that the UK domestic tourism market is becoming stronger as the value of Stirling has decreased against the Euro and more consumers choose to holiday in the UK. This is good news for destinations such as St Osyth and we think it is likely that demand for domestic holiday accommodation will at least remain strong and possibly increase in the next few years. As with all the markets under consideration, levels of competition continue to increase and achieving the projected levels of occupancy will depend to a great extent on providing the high quality and differentiated offer which is planned. Again, we are confident that the occupancy levels are realistic but would not suggest increasing these projected levels for business planning purposes.

In summary, we do not believe that economic and political conditions will adversely affect projected targets for the various proposed enterprises at St Osyth and indeed may help to increase occupancy. However, given the increasing competitiveness of these markets, we do not recommend any adjustments to the existing figures.

I hope that the above is helpful and please do not hesitate to contact me if you have any queries.

Yours sincerely

A handwritten signature in black ink that reads "Simon Foster".

Simon Foster
Director



DR

Business Plan

St Osyth Priory, Clacton-on-Sea, CO16 8NZ



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1. Options Appraisal

1.1. Introduction

There is consensus from Savills and Colliers that there is potential to develop the following trading enterprises at St Osyth:

- 1) A weddings and events business
- 2) Guest accommodation, in association with events and separately as B&B/self-catering holiday lets
- 3) A day visitor attraction with associated catering and retail facilities
- 4) Activities in the parkland
- 5) Apartments available on longer lets/leases

Based on these reports, we have further considered the options for the optimum format, style and viability of these enterprises and this is explored as follows:

1.2. Weddings and Events

The Savills 2016 Feasibility Study highlighted a number of key points about the weddings market:

- The total population size within a 45-minute drive time is not large enough to attract an external weddings operator
- Although the age band 25-34 is underrepresented in the St Osyth compared with the UK as a whole, the Mosaic Group Aspiring Homemakers is over represented at 11.74% of the local population
- There is a growing demand for destination wedding venues, where the bride and groom usually have no local connection, but are willing to travel to venue that offers a) a significant amount of guest accommodation and b) something special or unique
- The UK weddings market remains strong, with most high quality venues seeing a consistent or growing number of bookings
- There is a lack of historic house and/or exclusive use wedding venues in the local area and although there are 3 similar barn venues within 30 miles, none of them offer a significant amount of guest accommodation
- At least 70% of all UK weddings involve a civil ceremony or partnership, rather than in a Church
- Venues with an informal or rustic feel are doing particularly well – especially barns
- Venues which offer facilities for civil weddings, receptions and overnight accommodation are particularly successful
- Venues which offer flexibility in terms of choice of suppliers, tend to be particularly successful
- The optimum capacity for a wedding venue is 150 guests. Typically the bride assumes she will want to invite this many guests, but in reality the actual number of guests on the day is 80 – 120 maximum. In 2016, the average number of guests attending a CHWV event was approximately 85

Whilst Darcy House can add value to the weddings offer, it should not be the focus of the weddings offer as suggested by Colliers. Demand for historic house wedding venues is generally in decline and is less strong than for barn venues, but where both can be offered this can be a very compelling offer.

We have therefore concluded that the St Osyth weddings offer should be based on use of Darcy House for a civil ceremony, photographs and drinks reception, followed by a wedding breakfast and evening party in the Tithe Barn. The combination of a stately setting for the formalities, followed by a more relaxed and informal area for the entertainment will have great appeal in the marketplace.

We also believe that the additional offer of the Chapel (de-consecrated) and an outdoors garden Gazebo as alternative venues for a civil ceremony or partnership will add further value to the St Osyth weddings offer.

The St Osyth weddings offer should be based on exclusive use, which is again highly valued in the weddings market. It will therefore be important that any day visitor activity is located out of sight of the weddings business. Whilst limited activity in the parkland should not present a problem, any activity around the Precinct, Rose Garden, Abbots Tower or Tithe Bar will impact negatively on the weddings offer. We have therefore concluded that the hub of the day visitor business should be located in the Walled Garden area, with a separate access from the Colchester Road.

We agree with Colliers that St Osyth can attract approximately 60 weddings per year by Year 5 of trading, but suggest that their average venue fee of £3,000 is too low. We would expect an average venue fee of £3,750 plus VAT for a 1 day/1 night booking.

The Savills Feasibility Study also highlighted that there is potential to attract a number of corporate events and private celebrations (milestone birthdays, anniversaries etc) and the event facilities, bedroom accommodation and parkland for associated activities make St Osyth an attractive venue.

Given the strength of the weddings market and the potential to create exceptional event facilities at St Osyth we have concluded that the Weddings and Events facilities should be create as a priority at Phase 1.

1.2.1. Wedding and Event Facilities

Abbots Lodgings/ Darcey House

We have concluded that the large upstairs room be used for civil wedding ceremonies and partnerships and the downstairs for a drinks and photographs afterwards, with the ability to spill outside on pleasant days. This will enable guests to congregate downstairs before the ceremony.

The wedding breakfast, evening party and most corporate events will be held in the Tithe Barn as it is an impressive and informal space for large scale entertaining.

We have identified that the following event facilities will be required:

- 1) 150 banqueting chairs for civil ceremonies and partnerships
- 2) A platform lift for disabled access
- 3) A disabled toilet
- 4) Toilets: Men's 3 urinals and a 1 cubicle; Women's minimum 3 cubicles
- 5) A small commercial kitchen and serving area with appropriate ventilation/extraction

Tithe Barn

The following facilities will be needed:

- 1) A larger commercial kitchen and serving area with appropriate ventilation/extraction, situated at the west end of the bar to service both the main banqueting area and smaller breakfast/conference area in the Cart Shed
- 2) Seating area for circa 150 guests but with the ability to partition areas for smaller parties
- 3) 5'6" Round tables for 10 guests and alternative 6' trestles for 6 guests

- 4) 150 banqueting chairs
- 5) Separate dance floor area, without the need to remove dining tables
- 6) An outside seating area on the south side of the barn, so that it faces away from Darcey House and minimises noise disturbance for residents
- 7) A separate breakfast area in the Cart Shed for overnight guests to accommodate up to 70 guests. Designed to double up as a smaller event room for smaller weddings, corporate events or conferences
- 8) Reception and Sales Office area in the Dairy

Wedding and Event Catering

As flexibility is valued in this market, St Osyth will offer three or four nominated caterers so that clients have a degree of choice. Where multiple caterers are offered it is more common to agree a 10% commission arrangement and we therefore believe that 12-14%, as suggested by Colliers, is more appropriate for sole caterer rights and where control of both food *and* beverage sales is offered. St Osyth will control all drink sales under its own Premises License as the profit margins are so high.

One of the nominated caterers will be appointed for corporate event catering as experience shows that clients tend to be reluctant to choose from a selection, as in the weddings market.

1.3. Accommodation

1.3.1. Family Use and Longer Term Residential Lets

The West Wing of the house is earmarked for family occupation and as it is located adjacent to and will be impacted by the Abbots Lodge event areas, we have concluded that this part of the house is unsuitable for longer term residential letting.

However, the East and South Wings of the house are further removed from these event areas and can be converted for longer term residential use, with access from the north of the house. We are therefore confident that these wings are better suited to longer term letting as there will be minimal conflict with events in the Abbots Lodge and Tithe Barn.

We have also concluded that the West Barn, Toll Barn and Bailiffs Cottage should be converted into residential units for longer lets. All of these building are deemed to be far enough away from the Tithe Barn to avoid conflict with and noise disturbance from weddings and events.

1.3.2. Weddings and Events

Based on current national averages, we have assumed that most weddings at St Osyth will attract 80-100 day guests and 20-50 additional evening guests.

In order to make St Osyth an attractive wedding venue with UK-wide appeal, it will be important to offer an appropriate amount of on-site guest accommodation. Based on 100 guests, we have assumed that approximately 70% of those guests will require accommodation. Therefore, it is expected that on average 30-40 on site guest suites will be required and that this could increase if the wedding venue is successful in attracting larger wedding parties from further afield.

In the original Savills Feasibility Study it was assumed that all the restoration works to the Priory Precinct buildings would be completed at an early stage and that 40 accommodation suites would be available within the existing buildings.

Currently funds have not been secured to undertake all these restoration works, as a conservation deficit still exists. In addition, members of the Sargeant family still reside in the Priory and will do so for at least the short to medium term.

In an attempt to overcome this the Sargeant family wish to construct new build guest suites to the West of the Tithe Barn, close to the Wedding Venue. This will help to tidy up this area, replacing the existing utilitarian buildings with ones that are more appropriate in the heritage setting of the Priory.

Initially plans were drawn-up for 42 guest suites. Savills subsequently reviewed these plans and suggested that although new build 'standard quality' suites are a good option for the majority of guests, a number of additional more exclusive suites, located within one of the historic buildings would be preferable for the bridal party and close family.

The number of proposed new build suites was therefore reduced to 28 rooms and a number of more exclusive suites proposed within one of the existing historic buildings.

Following this advice, the Sargeant family and City & Country having reviewed the buildings within the Precinct and considered whether they are suitable for use as guest suites, having now secured funding. This process identified the Gatehouse House as the most appropriate building for the more exclusive guest suites because:

- It already has funding secured for its restoration via the enabling development
- The central section is currently unused
- The central section contains a grand room that offers an ideal location for a bridal suite

Plans have been compiled that would create 7 luxury suites within the Gatehouse to be available as wedding accommodation. In total, between the Gatehouse (7 luxury suites) and the new build (28 rooms) there are 35 guest suites proposed.

The 28 new build guest suites will be funded by commercial income streams and therefore can be built quickly without having to first address the conservation deficit on the Priory. This has three main benefits:

1. It will generate a land value just like enabling development that will reduce the deficit
2. It will mean that the Wedding Venue can be operational at an early stage, bringing forward incomes streams that can be used to address the deficit
3. It means that once restored the remaining buildings in the Precinct, such as the Darcy House East Wing, can be used as longer term lets as set out above. This will increase the end value of the Priory by having both Wedding Venue and residential values and this in turn will reduce the conservation deficit

Savills agree that the uses suggested above is the optimal viable use for the buildings within the Priory Precinct.

We believe that this is also an appropriate amount of guest accommodation for residential corporate events and private parties and with the ability to accommodate most guests on site, will enable St Osyth to attract events from all over the UK.

These 28 new build guest bedrooms can be created relatively quickly and cost effectively and will enable the weddings and events business to generate a high level of revenue from an early stage. The more costly conversion of existing heritage buildings can therefore take place in a phased way, as profitable income is generated.

We have considered what impact on the events business would arise if there was no guest accommodation available at St Osyth and have concluded that without any bedroom accommodation there would be at least a 50-60% reduction in bookings.

With only 7 luxury guest suites and no additional new build rooms, we believe that bookings would reduce by approximately 25-30% as St Osyth would only really be attractive to the local market.

1.3.3. Bed and Breakfast Accommodation

Given the importance of the weddings and events business as a key income generator at St Osyth and the need for associated guest accommodation, it is important to recognize that the availability of the same accommodation for B&B or self-catering holiday use will be constrained to some extent by wedding use, particularly at weekends.

It will not be practical to offer accommodation for individual B&B and self-catering holiday in the Precinct area while a wedding is taking place as the potential for noise disturbance is too great. Furthermore, most if not all bedroom accommodation will be let at weekends in association with weddings and other events.

We have therefore concluded that the 28 new build bedrooms and 7 guest suites in the West Gatehouse be available on a bed and breakfast basis **only** when events are not taking place and probably on a 10-week lead time basis to avoid potential conflict with short term event bookings.

This system works very effectively at Hever Castle in Kent (www.hevercastle.co.uk), where event accommodation is let for individual bed and breakfast and self-catering use on a maximum 8 – 10 week lead time basis in order not to conflict with potential high-value wedding and event bookings.

Both the Brewhouse and Drying Shed have potential to be converted into additional guest bedrooms suites for event or B&B use at a later stage, if there is a need to do so.

The current proposal is that the Darcy House West Wing is to be occupied by members of the Sargeant family but if due to unforeseen circumstances, their needs should change or the Wedding Venue requires additional guest suites then the West Wing could provide 3 further suites, with associated amenity space.

1.3.4. Self-Catering Holiday Accommodation

In terms of self-catering holiday accommodation, the Savills Feasibility Study highlighted a number of key points about the UK rural holiday accommodation market:

- High quality 4 and 5 star properties attract the best occupancy rates
- 1 or 2 bedroom cottages or those sleeping 12+ people are most popular
- Swimming pools, hot tubs and outdoor pizza ovens are popular and can help to increase occupancy rates
- High speed broadband is desirable
- Marketing is relatively straightforward via Air B&B, Owners Direct and the estate's own website
- Letting through a good holiday cottage agency is expensive (20% - 25% plus VAT commission on bookings) but can help to achieve rapid high occupancy rates
- 50% - 60% operating profit margins are achievable and although hard work is required, we have a number of clients who are generating significantly more than would be achieved by letting on Assured Shorthold Tenancies

The Savills 2016 Feasibility Study also highlighted that:

- The average length of stay in Essex is marginally higher than the national average. This may result in more midweek and week long stays at St Osyth
- The average spend per head on accommodation in Essex is marginally lower than the national average. It is therefore unlikely that existing holiday makers will be persuaded to stay in high end accommodation at St Osyth and that a new market will have to be targeted
- Self catering accommodation represents only 1% of the paid accommodation market. This unusually low proportion indicates that whilst there is currently very low demand for this type of accommodation (most visitors stay in bed and breakfasts and static caravans), there may be an opportunity to attract a new market, with very limited local competition
- Accommodation occupancy rates in Essex mirror those in England generally. It therefore seems likely that St Osyth can achieve similar rates if the offer is compelling and the marketing is effective

Tendring District Council set out their core objectives to develop tourism in the local area in their publication '*Transforming Tourism 2010 – 2016*', which include:

- 1) Increasing the amount of money visitors spend in Tendring
- 2) Extending the length of time visitors stay in the District
- 3) Attracting higher spending visitors
- 4) Improving the perception of Tendring as a tourism destination

It states that achieving these objectives will enable the district to:

- 1) Reposition itself as a major tourism destination, benefiting particularly from its excellent geographical location close to London
- 2) Reduce seasonality
- 3) Grow the local economy through increasing employment in tourism and visitor spend

The proposed holiday accommodation and day visitor attraction offers at St Osyth speak directly to these core objectives and has significant potential to contribute in repositioning the district as a tourism destination, reducing seasonality and growing the local economy.

Our analysis shows that holiday cottage accommodation can achieve a 70% occupancy rate and a 60% operating profit. Based on an average weekly rent of £1,000 for a 2-bedroom cottage, we expect each property to produce in excess of £20,000 per annum, which is considerably more than will be achieved from longer term lets.

1.3.5. Glamping Accommodation

The woodland, lakes and attractive parkland setting with estuary views offer a number of possible locations that will work well as a Glamping site for additional and alternative holiday accommodation. There is also potential for holiday accommodation of this kind to be provided at Martins Farm where there are attractive views over the creek that would create a desirable holiday accommodation destination. This enterprise will require relatively little capital investment and based on our experience of other projects elsewhere, will produce a respectable return on investment.

High quality Shepherd's Huts, Micro Lodges or Pods are favoured because they are self-contained with kitchen, shower and loo facilities and as they are fully insulated, can be used throughout the year.

Glamping units will be sited in a secluded area of the park where they are not negatively effected by the events and day visitor business. A mains water supply, foul drainage and electricity (via mains or solar power) will be required for the Glamping site.

Glamping units would also provide useful additional accommodation for wedding and event guests, when required and available.

1.4. Day Visitor Attraction

The Savills 2016 Feasibility Study recommended that the Walled Garden be the hub of the visitor attraction, mainly because it is located some distance from the Tithe Barn and proposed event guest accommodation and will therefore not conflict with exclusive use events.

We are concerned that any large-scale visitor attraction will impact negatively on a weddings and corporate events business and had therefore proposed that it be modest in scale in order to avoid doing so. The Colliers report suggests that this area of the business could grow from 50,000 visitors in Year 1 to 170,000 visitors in Year 5. If visitor numbers were to develop in this way, we believe it would be impossible to maintain a sense of privacy and exclusivity for wedding and private event guests and this core business would therefore be compromised.

Furthermore, we are doubtful whether this number of visitors can be attracted to St Osyth given its location and would be nervous about relying on this enterprise as a major source of revenue. Whilst there is evidence that other country parks attract similar numbers, this tends to be the case where admission is free or much cheaper than the rates suggested by Colliers. For example, at High Woods Country Park (15 miles from St Osyth), 250,000 visitors are attracted but admission is 50p per car for up to 2 hours and £2 per car for over 2 hours. At Great Notley Country Park (35 miles from St Osyth), 200,000 visitors are attracted but parking is charged at £3 per car for up to 2 hours and £5 for more than 4 hours.

The parking rates suggested by Colliers are too high in our opinion: £5 per car for up to 2 hours and £8 per car for over 2 hours. By comparison, Holkham Hall in North Norfolk, which also attracts 170,000 visitors per year, charges £3 per car per day and this is refundable if £12 or more is spent in the Café or Gift Shop. A further £2.50 per adult and £1 per child is charged for admission to the walled garden.

All above prices inclusive of VAT.

In terms of scale, we have concluded that the attraction should be significant enough to attract a consistent number of visitors throughout the year, particularly attracted by the income generating food and retail offer, but limited in scale in order to avoid conflict with more lucrative weddings and private events.

We have therefore concluded that the day visitor attraction at St Osyth should be based on:

- Car parking outside walled garden
- A new visitor centre with Café, a number of retail outlets and an audio visual exhibition illustrating history of St Osyth Priory
- A children's adventure playground - of significant scale to attract young families from a wide area

- Local craft workshops and displays
- Bike hire operated by an external concession
- Start and finish point for walkers, cyclists and nature trails in the Park
- Access to Abbot's Tower, Rose Garden and Ruins on non-event days
- Educational visits for local schools with a dedicated classroom for schools in the visitor centre
- Pre-booked guided tours of heritage assets for special interest groups
- Admission charges, as both Savills and Colliers have suggested, on a per car basis for parking but at a more reasonable rate of £3 per car per day (refundable if there is a minimum spend of £12 in the visitor cafe/shop)
- Additional charge for admission to the Rose Garden, Ruins and Abbots Tower for at £2.50 per adult and £1.50 per child. We have assumed that 40% of visitors will pay this additional admission charge
- All prices above inclusive of VAT

In our experience, the addition of a good adventure playground, close to the Café, will add considerable value to the visitor offer and help to attract a larger and more diverse audience.

We spoke to Celia Deeley, General Manager of Holkham Hall Enterprises in North Norfolk, which attracts a high volume of visitors to the Park, to walk, picnic and take part in a range of activities including boating and bike hire. Holkham opened a new Woodland Play Area in 2013 (www.holkham.co.uk) designed and constructed by the team at BeWILDerwood (www.bewilderwood.co.uk). The total cost of the project, including design and landscaping was approximately £80,000.

In addition to very positive feedback through a visitor survey, we were told that car park income for the Park increased by 50% in the first year, much of which was attributed to the new play area. This equates to an increase over the period end of July to end of August of an additional 8,500 cars giving an additional 20,400 visitors (at 2.4 visitors per car).

Furthermore, Holkham's Stables Café turnover also increased by 26% and Gift Shop turnover by 24% in its first year. Overall income for Holkham Enterprises has increased by 20% and Holkham attributes much of this success to the introduction of the new play area.



Woodland Play Area, Holkham Estate, Norfolk



Similarly, CAPCO (<https://wearecapco.com/>) have recently designed and constructed new children's adventure playgrounds at Lowther Castle in Cumbria and Culzean Castle and Country Park in southern Scotland. They told us that the creation of new playgrounds has already resulted in a 40% increase in food and beverage spend.

Café and Playground facilities have become important income generating meeting points for parents before and after school hours and there is an opportunity for St Osyth to capture some of this market share.



2. Business Plan

2.1. Executive Summary

This Business Plan sets out how we will develop and implement tourism, events and leisure enterprises at St Osyth Priory Estate in Essex.

Whilst these enterprises will contribute to the restoration, conservation and on-going maintenance of important heritage assets, many of which are in a serious state of disrepair, the bulk of the capital required to undertake these repairs will have to be obtained from other sources. For example, the enabling development residential housing scheme will raise a significant proportion of the capital required. In addition, by ring-fencing key assets and placing them in a newly created charitable trust, on a long lease, will open up Heritage Lottery and other funding sources, which will contribute significantly towards the cost of restoring those buildings most at risk.

The location of St Osyth Priory is both a strength and a weakness. Whilst it is dramatically located less than two hours from London, in beautiful parkland, with distant views of the sea and estuary, it is also situated in a very poor and sparsely populated area of the UK and may be perceived as being remote, in comparison with other historic house event venues.

However, the availability of a large amount of guest accommodation at St Osyth is key to its potential success as an events venue and short break holiday destination. The ability to accommodate most guests on site opens up opportunities to attract business from all over the UK. Furthermore, there is growing demand for 'destination event venues', where a house is hired exclusively for an entire weekend.

The UK weddings market, although competitive, remains very strong. St Osyth can potentially offer exceptional facilities for weddings and receptions in spectacular surroundings. With impressive rooms in Darcy House for civil weddings or partnerships, blessings in the small Chapel, receptions and evening parties in the impressive Tithe Barn and overnight accommodation in numerous rooms, apartments and cottages, St Osyth has all the ingredients required to compete successfully in this market.

The exceptional facilities are also suitable for corporate events and private parties which will supplement the core weddings business.

Having considered how a weddings and events business should be managed, we have concluded that it should be managed in-house. It is unlikely that an external operator will want to take on a venue in this location and furthermore, it will be important to retain control, so that the other complimentary events and accommodation businesses can be operated at St Osyth simultaneously.

Much of the guest accommodation around the Precinct will be in great demand in conjunction with weddings and events. However, there is an opportunity to let these rooms and properties at other times, on both a bed and breakfast and self-catering basis.

Although the local area is characterised by cheap bed and breakfast and static caravan holiday accommodation, occupancy rates are in line with national trends (approximately 70%) which indicates that there is strong demand for holidays and short breaks in this area. There is an opportunity to position St Osyth as a high end short break holiday destination and attract a new market to this area. Nationally, there is strong demand for high end 4 and 5-star holiday accommodation, particularly for smaller one and two-bedroom properties and much larger houses for group accommodation.

In order to create an accommodation, offer which is differentiated, we will establish a small Glamping enterprise with six Pods or Shepherds Huts, which will be let for short breaks, as well as being able to provide additional accommodation for wedding and event guests, if required. Much of the parkland has already been restored and once completed, will provide a very attractive place to visit. We will therefore also create a day visitor attraction at St Osyth, with the walled garden developed as a visitor hub, with car parking, cafe, shop, exhibition space, bike hire and playground. This area is ideal because it is largely out of sight of Darcy House and the proposed event areas and there is easy access to the paths and tracks around the park.

The day visitor offer will largely be based on walking and cycling in the park, with the walled garden serving as a start and finishing point, with income generating facilities. When events are not taking place, the offer will also include visits to the Abbot's Tower and Ruins.

By placing key heritage assets in a charitable trust, we plan to attract significant grant funding to pay for their restoration.

We will also promote St Osyth as a location for film, TV and photographic location work. Although not a reliable business, targeted marketing will generate enquiries and useful supplementary income from time to time.

These new commercial enterprises will need an effective, customer-friendly team to market, sell and deliver the business on the ground. We have created a structure for doing so, which will inevitably grow as the business develops.

With a strong service offering and effective targeted marketing, there is an opportunity to develop a successful business which will enhance the local surroundings and act as a catalyst for other higher-end tourism and leisure developments in the local area.

2.2. Context

Situated in the small village of St Osyth, 5 miles west of Clacton-on-Sea and approximately 12 miles southeast of Colchester, St Osyth Priory ("St Osyth") and its registered gardens and parkland lie adjacent to the River Colne Estuary, which is a Site of Special Scientific Interest.

The Priory, founded in the 12th century, and its surrounding buildings comprise 16 separate Grade I, Grade II* and Grade II Listed buildings, including the Abbot's Tower, Chapel, Gatehouse and Tithe Barn, a Scheduled Ancient Monument, a Grade II Registered Park & Garden, and forms the largest single part of the St Osyth Conservation Area. St Osyth Priory Estate is owned by the Sargeant family.

The parkland is a registered County Wildlife Site containing historic ponds, avenues and woodland and wetland habitats for a range of wildlife.

The majority of the historic buildings are in very poor condition, as a result of lack of investment in essential repairs to restore and protect these important heritage assets for the future. To help secure their long-term survival, efforts have already been made to raise part of the capital for essential repairs through enabling development. Proposals have been made on behalf of the Sargeant family to develop an area of estate land know as Martins Farm for residential housing which will raise some but not all of the capital required to fund the essential repairs and longer-term maintenance costs of the estate and its surroundings.

This business plan sets out how we will develop viable and sustainable trading enterprises which will contribute to the substantial cost of restoring the heritage assets and preserving them in the longer term. The nature, style and format of these enterprises has been shaped by an initial feasibility study produced by Savills in September 2016, a Development Options report produced by Colliers for Tendring District Council, also in September 2016, as well as the aspirations and needs of the Sargeant family who own the St Osyth Priory Estate. This is made explicit in the St Osyth Public Consultation web pages (<http://www.cityandcountry.co.uk/public-consultation/st-osyth-priory/community-benefits.aspx>) which states:

- *“Opening to the public will allow the assets to be better understood and appreciated. This will enrich the lives of the young and old alike, providing an aesthetic and educational resource that will build local pride in the quality of the historic and natural surroundings – improving quality of life*
- *Increased Public Access – The family will ensure that the various attractions that permit the varied public access are set up and operated. For example attractions could include:*
 - *The walled garden laid out as an attractive garden and utilised for horticultural plant sales*
 - *Access to various parts of the gardens such as the Monks Cemetery, Topiary and Rose gardens*
 - *Guided tours for larger groups around the estate including the parkland and the historically important Nuns Wood to understand its historic development and design*
 - *Guided tours for larger groups around the monastic estate buildings to understand their function and to better appreciate the architecture and craftsmanship*
 - *Wedding and conference facilities in the various licensed parts of The Priory such as the grand first floor Banqueting room, the large ground floor drawing room and the old chapel. In addition, access to the extensive grounds including the adjoining Topiary and Rose gardens*
 - *Overnight stays in the various on site accommodation, in conjunction with the wedding or conference facilities*
 - *Holiday lets in the proposed new parkland follies and historic core buildings and precinct as per Landmark and National Trust*
 - *Longer term rentals of estate cottages and buildings, for both residential and commercial use • Fishing and other country pastimes Educational tours for County, District and local schools*
 - *Free access to members of the local parish church to conduct a St Osyth Day service*
 - *An annual village fete”*

2.3. Weddings

The weddings offer at St Osyth will be based on:

- A Civil Wedding ceremony or partnership in the main house Abbots Lodgings or in the Chapel or Gardens (under a purpose built Gazebo large enough to accommodate the bride, groom, two registrars and two witnesses) or
- A local Church wedding
- Drinks and Photographs in the Abbots Lodgings if the weather is bad, or outside in the Gardens if the weather is fine
- Wedding Breakfast and Evening Party in the Tithe Barn
- Bridal Suite and accommodation for close family and friends in 7 West Gatehouse bedroom suites
- Guest Accommodation in new 28 build bedroom suites and 6 Glamping units

Based on national and local competitor analysis, we have agreed the following full pricing structure for the exclusive hire of St Osyth wedding facilities and use of the Bridal Suite:

Low Season (January – March and November)

Monday – Thursday:

1-day/1-night hire:	£2,917	(£3,500 incl. VAT)
2-day/2-night hire:	£5,417	(£6,500 incl. VAT)

Friday and Saturday:

1-day/1-night hire:	£4,583	(£5,500 incl. VAT)
2-day/2-night hire:	£7,083	(£8,500 incl. VAT)

High Season (April – October and December)

Monday – Thursday:

1-day/1-night hire:	£3,750	(£4,500 incl. VAT)
2-day/2-night hire:	£6,250	(£7,500 incl. VAT)

Friday and Saturday

2-day/2-night hire only:	£8,750	(£10,500 incl. VAT)
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We expect to attract 40 wedding events to be based over 2 days/2 nights and 20 events to be based on 1 day/1 night by Year 8.

For the purposes of our financial projections we have assumed the following average prices for weddings:

1 day/1 night:	£3,750	(£4,500 incl. VAT)
2 day/2 night:	£6,875	(£8,250 incl. VAT)

Additional bedroom accommodation will be charged on a B&B basis at between £83.33 (£100 incl. VAT) per night for new build rooms and £125 (£150 incl. VAT) per night for the Gatehouse suites.

All catering and drinks will be charged separately.

All wedding prices will be publicised inclusive of VAT.

2.4. Corporate Events

The combination of Darcy House for smaller, high end dinners and presentations and the Tithe Barn for much larger events is a significant competitive strength, particularly when so much bedroom accommodation is also available.

St Osyth is potentially an ideal venue for high level presentations, product launches, company dinners and parties.

The following approximate facility fees (publicised exclusive of VAT) will be charged for corporate events between Monday and Friday, with catering charged in addition:

Day Hire facility fee:	£2,500
Evening Hire facility fee:	£2,500
Day and Evening Hire:	£4,000

A fee of £5,000 will be charged for a Saturday or Sunday, which is approximately the same as a peak time Saturday wedding rate, although demand for weekend corporate events is likely to be low.

Given St Osyth's location, we have concluded that it is unlikely that it will attract a high volume of corporate day events but as it is approximately 2 hours drive time from central London and can potentially offer a significant amount of overnight accommodation, we estimate that by Year 8 St Osyth will attract 22 events with accommodation and 9 events without accommodation. We also estimate that all available accommodation will be booked at 75% of these residential events.

2.5. Private Parties

With a large party barn and numerous guest rooms and suites, we have concluded that St Osyth is also potentially a good venue for private house parties looking for somewhere to host a celebration, such as a major birthday party, family reunion or anniversary.

To compliment the offer, we will offer a range of activities such as cookery demonstrations and spa treatments in the house, clay pigeon shooting and falconry in the park and visits to other local historic houses, gardens and attractions.

Charges for Private Parties will be the same as for Corporate Events.

Given St Osyth's location approximately 2 hours drive time from central London and the potential for a significant amount of overnight accommodation, we estimate that by Year 8 St Osyth will attract 16 events with accommodation and 7 events without accommodation. We have assumed that all accommodation will be booked for these 16 events.

2.6. Accommodation

2.6.1. Bed and Breakfast Accommodation

The 28 new build bedrooms and 7 Gatehouse suites will be let for bed and breakfast accommodation on a 10-week lead time basis to avoid conflict with event bookings mainly at the weekends. As availability will reduce (particularly at weekends) as the weddings and events business grows, we have assumed a constant 50% occupancy rate for short lead time bed and breakfast accommodation.

Each new build bedroom suite will be furnished to a high standard, similar in style and quality to a good 3-star business hotel (e.g. Hampton by Hilton).

The seven larger Gatehouse suites will be furnished and equipped to a higher standard and will command higher rates.

The new bedroom suites will be let at £75 plus VAT (publicised at £90 incl. VAT) per room

The Gatehouse suites will be let at £125 plus VAT (publicised at £150 incl. VAT) per room

Breakfast will be served in the Cart Shed.

Rooms will be let through the St Osyth website and also via Booking.com, where a 15% commission is payable. For the purposes of our financial analysis we have assumed that 50% of bookings are made via Booking.com.

2.6.2. Self Catering Holiday Accommodation

We have identified that the following cottages outside the Precinct area have potential to be used for short let self catering holiday accommodation:

Walled Garden (4 cottages) 3 x 2-bedroom cottages and 1 x 1-bedroom cottage

Each property will be furnished and equipped to a 4-star standard and as they are situated in scenic and secluded positions, with access to other facilities such as the cafe, playground, retail outlets, visitor attraction, we will charge premium rates.

Based on local competitor prices we have assumed the following average weekly rates:

1-bed property: £542 plus VAT (£650 incl. VAT)
2-bed property: £833 plus VAT (£1,000 incl. VAT)

Based on UK national averages we have assumed 50% occupancy rates in Year 1, 60% in Year 2 and 70% from Year 3 onwards.

All self-catering holiday accommodation will be let direct via the St Osyth website as well as via a lettings agency such as Rural Retreats or English Country Cottages. For the purposes of our financial analysis we have assumed that the proportion of direct bookings and agency bookings will be as follows:

Year 1: 30% Direct/ 70% Agency
Year 2: 40% Direct/ 60% Agency
Year 3 onwards: 50% Direct/ 50% Agency

We have assumed that the rate of commission paid to a lettings agency for sales and marketing will be 20% plus VAT.

As all of the above have existing C3 use planning consent, they will be used for commercial holiday letting, but should occupancy rates and financial returns fail to reach the targets we have set, these properties will be let on longer term Assured Shorthold Tenancies.

2.6.3. Glamping

A modest Glamping enterprise will be established in a secluded area of the park to provide additional self-catering holiday accommodation and additional accommodation for event guests, when required. There is also potential for additional Glamping at Martins Farm.

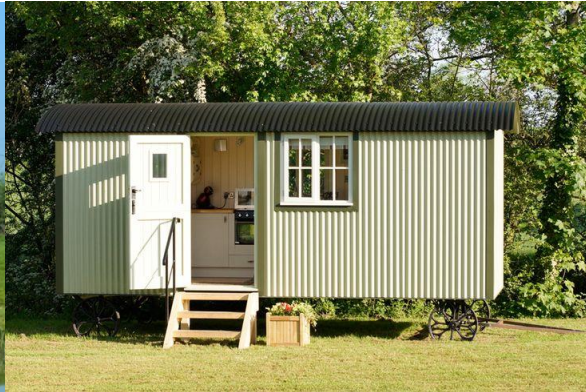
Glamping units will be similar to the products shown below:

- 1) Shepherd's Huts (see www.riversideshepherdhuts.co.uk and image below for example) can be used year-round and contain a kitchen, shower and loo within the hut. Typically these cost between £18,000 to £22,000 plus VAT, when fully equipped

- 2) Micro Lodges or Pods (see www.lunevalleypods.co.uk and image below for example) which sleep 4 people and are completely self-contained with a supplied kitchenette, shower and loo. They are priced at £14,500 plus VAT each plus an optional £2,175 plus VAT for cedar board cladding, which has a 60-year guarantee



Lune Valley Pods



Riverside Shepherd Huts

A mains water supply, foul drainage and electricity (via mains or solar power) will be required for the Glamping site.

We estimate that the capital cost of 6 units at £20,000 plus VAT per unit and installation of services and infrastructure will be approximately £200,000.

High quality Glamping units are typically charged at £80 plus VAT per unit per night and based on a minimum of 2 nights. Based on experience of other UK Glamping enterprises and local tourism statistics, we have concluded that it will be possible to achieve a minimum 70% average occupancy rate within 3 years.

For the purposes of our financial analysis we have assumed that the proportion of direct bookings and agency bookings will be the same as for self catering holiday accommodation as follows:

Year 1: 30% Direct/ 70% Agency
Year 2: 40% Direct/ 60% Agency
Year 3 onwards: 50% Direct/ 50% Agency

We have assumed that the rate of commission paid to a lettings agency for sales and marketing will be 20% plus VAT.

2.7. Day Visitor Attraction

We have concluded that the day visitor attraction at St Osyth should be based on:

- Car parking outside walled garden
- A new visitor centre with Café, education room, retail outlet and an audio-visual exhibition illustrating history of St Osyth Priory
- A children's adventure playground
- Local craft workshops and displays
- Bike hire operated by an external concession

- Start and finish point for walkers, cyclists and nature trails in the Park
- Access to Abbot's Tower, Rose Garden and Ruins on non-event days
- Educational visits for local schools with a dedicated classroom for schools in the visitor centre
- Pre-booked guided tours of heritage assets for special interest groups
- Admission charges, as both Savills and Colliers have suggested, on a per car basis for parking but at a more reasonable rate of £3 per car per day (refundable if there is a minimum spend of £12 in the visitor cafe/shop)
- Additional charge for admission to the Rose Garden, Ruins and Abbots Tower for at £2.50 per adult and £1.50 per child
- All above prices inclusive of VAT

As we plan to put key vulnerable heritage assets into a charitable trust, the educational programme will be one of the key objectives of the new charity. We will develop a programme linked to the National Curriculum, based around history and the countryside which exploits unique heritage and environmental features of the Estate.

As St Osyth is not located in an affluent and prime tourism area and because a car parking charge will reduce the number of visitors to some extent (which may be desirable in terms of controlling visitor numbers), we believe it should be possible to attract approximately 80,000 visitors per year by Year 8. Based on an average of 2.4 visitors per car and 364 days per year of opening, this equates to a daily average of approximately 92 cars per day.

Based on 60% of all cars paying a charge (with the remainder being refunded having spent more than £12 in the cafe/shop). Income generated from car parking will be approximately £50,000 plus VAT (£60,000 incl. VAT).

Based on 50% of all visitors using the cafe and an average spend of £3.50 plus VAT per head, gross income generated from the cafe will be approximately £140,000 plus VAT. With a typical net profit margin of 25%, it is likely that approximately £35,000 plus VAT per year will be generated from food and drink sales in the visitor centre. These are conservative estimates.

2.8. Staffing

As St Osyth's location and local demographic will be relatively unattractive to external operators, the weddings and events business will be managed internally. By doing so it will be easier to develop a number of enterprises without conflict and with the flexibility to increase or decrease levels of business in specific areas in response to changes in market conditions or performance.

We will employ one full time weddings and events coordinator who will manage the team and sales and administration process, supported by a full time marketing manager. Both roles will include responsibilities across all enterprises and as the number of weddings and events increases, a second weddings and events coordinator will also be recruited. These staff will be supported by a full time front of house manager, responsible for managing events on the day.

In addition casual cleaning/housekeeping and bar staff and a full time Gardener/handyman will be recruited to operate the business and the cost of their employment is included in our financial analysis.



3. Priority Action Plan

■

In conclusion we summarise the priorities in terms of implementing the new commercial enterprises at St Osyth, as follows:

1. Appoint project manager to drive commercial and non-commercial development enterprises
2. Establish charitable trust and grant long lease for ownership of walled garden, Abbot's Tower and ruins
3. Apply for HLF and other funding for restoration of heritage assets within the charitable trust
4. Convert Tithe Barn into weddings and events venue
5. Construct new build accommodation building with 28 standard bedroom suites
6. Convert West Gatehouse to create 7 luxury bedroom suites
7. Appoint a Weddings and Events Coordinator when Tithe Barn conversion is under way so that events can be sold 'off-plan' in Year 1
8. Appoint a part-time Marketing Manager to promote new wedding, event and accommodation facilities in lead up to opening
9. Register St Osyth and the wider estate on key film and photographic location agency websites
10. Develop Glamping business in parkland (6 units initially)
11. Having secured grant funding and restored the Abbot's Tower and ruins, develop the walled garden as a visitor hub with cafe, playground, shop, exhibition and open parkland walking and cycling trails
12. Develop additional self-catering holiday accommodation in the parkland dwellings



4. Appendices

Appendix 1

Wedding Competitor Analysis

Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
Wherstead Park IP9 2BJ	http://whersteadpark.co.uk/	20.8 miles	Glass roof atrium: 350 seated dining 500 standing Georgian Mansion: 60 seated dining Corporate event and conference facilities available	No on site accommodation	Exclusive use venue hire 2017/18 Mansion, Atrium & Grounds Sat & Sun £3,950 Fri £3,450 Mansion & Gardens £3,500 Mon – Thurs package £6,500 incl. venue hire and 3-course wedding breakfast Incl. VAT	Partnership with caterers Patricia Sharman and Company From £36.00 per person
Priory Hall IP7 5AZ	http://www.prioryhall.com/	21.0 miles	Tudor Hall: 120 seated ceremony Dining marquee: 150 seated dining	No on site accommodation	Exclusive use venue hire 2017 Weekend £4,500 Mid week £3,900 Includes marquee cost and 3 day hire Incl. VAT	Recommended caterers list
Layer Marney CO5 9US	http://www.layermarneytower.co.uk/wedding/	21.3 miles	Corsellis Room: 120 seated ceremony Long Gallery: 140 seated dining Corporate event and function room facilities	Bridal suite Featherdown Farms 6 glamping canvas lodges, sleep 6 each	Exclusive use venue hire 2017 May – Sept Sat £5,650 Fri £4,600 Sun – Thurs £3,100 April & Oct – Dec Sat £4,450 Fri £3,500 Sun – Thurs £2,750 Jan – Mar Sat £3,450 Fri £2,750 Sun – Thurs £2,000 Prices include Bridal Suite	Single caterer Bouquet Garni

Feasibility Study

St Osyth Priory



Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
					Ceremony additional £750 Incl. VAT	
Copdock Hall IP8 3JZ	http://www.copdockhall.com/	22.5 miles	Hall Barn: 300 seated ceremony 200 seated dining Corporate event and conference facilities available	Bridal room for the day No on site accommodation	Exclusive use venue hire 2017 Fri – Sun (weekend weddings) Low season Jan – Mar £3,499 Mid season Oct – Dec £3,499 High season Apr – Sept £5,099 Mon – Thurs (midweek weddings) Low season Jan – May & Oct – Dec £2,499 High season June – Aug £2,999 Incl. VAT	3 recommended caterers
Hintlesham Hall Hotel IP8 3NS	http://www.hintleshamhall.co.uk/weddings	23.6 miles	Available for exclusive use Salon: 100 seated ceremony 90 seated dining Corporate events and meeting facilities	32 bedrooms	Exclusive use venue hire 2016 Wedding package £8,950 Includes 3-course wedding breakfast and accommodation for 64 guests Incl. VAT	In house catering provided
Crabbs Barn CO5 9AX	http://www.crabbsbarn.co.uk/	26.9 miles	Barn: 90 seated ceremony 90 seated dining	Bridal Suite 3 further guest rooms	Exclusive use venue hire 2016 Wedding package £6,440 Includes 3-course wedding breakfast based on 60 guests Incl. VAT	4 recommended caterers
Braxted Park CM8 3EN	http://www.braxtedparkweddings.co.uk/	29.8 miles	Orangery: 150 seated ceremony Semi permanent marquee in Walled Garden: 350 seated dining	Garden Cottage – bridal suite 12 additional en-suite bedrooms	Exclusive use venue hire £6,750 Excl. VAT Garden Cottage £300 per night Guest rooms £175 per room	3 recommended caterers From £59.00 per person

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Feasibility Study

St Osyth Priory



Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
Smeethan Hall Barn CO10 7EU	http://www.smeethamhall.co.uk/	30.8 miles	Barn: 40-150 guests seated ceremony and dining Marquee: 150 + seated dining	No on site accommodation	Exclusive use venue hire 2017 Weekend wedding (Fri – Sun) Jan – Mar £3,699 Apr – Dec £4,999 Midweek wedding (Mon-Wed) £2,899 Incl. VAT	6 recommended caterers
Gosfield Hall CO9 1SF	http://www.gosfield-hall.co.uk/	32.5 miles	Part of Country House Weddings Ltd Queen Charlotte’s Gallery: 116 seated ceremony Grand Saloon: 116 seated ceremony Ballroom: 116 seated dining	23 bedrooms	Exclusive use venue hire 2017 Wedding package Apr – May Mon – Thurs £6,500 Sun £7,000 Fri £8,500 Sat £10,000 Jun – Sept Mon – Thurs £7,500 Sun £8,000 Fri £11,500 Sat £12,500 Oct – Nov Mon – Thurs £6,500 Sun £7,000 Fri £9,000 Sat £10,500 Dec Mon – Thurs £7,500 Sun £8,000 Fri £9,500 Sat £11,000 Includes 3-course wedding breakfast based on 60 guests Accommodation charged extra at £50 - £120	In-house catering team

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Feasibility Study

St Osyth Priory



Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
					per room B&B depending on how many guests Incl. VAT	
Hedingham Castle CO9 3DJ	http://www.hedinghamcastle.co.uk/wedding-venue-essex/	34.2 miles	Banqueting Hall: 100 seated ceremony Additional 30 standing Castle reception: 70 seated dining Lawn marquee reception: 160 seated dining Small corporate event and entertainment offerings	Garden Cottage – bridal suite Tudor Lodge – sleeps 17	Exclusive use venue hire 2016/17 Ceremony with Castle Reception April – Sept Sun – Wed £4,950 Oct – Mar Sun – Thurs £3,950 Ceremony with Marquee Reception Feb, Mar & Nov Mon – Wed £3,950 Thurs £4,250 Fri £4,950 Sat £5,500 Apr, Oct & Dec Mon – Wed £4,500 Thurs £5,000 Fri £5,500 Sat £6,500 May – Sept Mon – Wed £4,950 Thurs £5,950 Fri £6,950 Sat £7,950 Includes Garden Cottage and marquee costs Tudor Lodge - £990 per night Incl. VAT	3 recommended caterers
Fennes CM7 5PL	http://www.fennes.co.uk/weddings/	34.0 miles	Pavilion: 350 seated ceremony 150 seated dining	Cottage – bridal suite 7 guest bedrooms	Exclusive use venue hire 2017 All bespoke quotes, no set prices Example	In-house catering team

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Feasibility Study

St Osyth Priory



Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
			<p>Banqueting Hall: 600 seated ceremony 550 seated dining</p> <p>Corporate event and conference facilities available</p>		<p>April Friday £9,000 April Saturday £10,000</p> <p>Additional £1,300 for bridal suite and guest bedrooms</p>	
<p>Leez Priory CM3 1JP</p>	<p>http://www.leez-priory.co.uk/</p>	<p>39.5 miles</p>	<p>Part of Country House Weddings Ltd</p> <p>Great Tower: 60 seated ceremony</p> <p>Great Hall: 100 seated ceremony 100 seated dining</p> <p>Coach House: 100 seated ceremony 100 seated dining</p>	<p>15 bedrooms</p>	<p>Exclusive use venue hire 2017</p> <p>Wedding package</p> <p>Apr – May Mon – Thurs £5,500 Sun £6,000 Fri £7,000 Sat £8,500</p> <p>Jun – Sept Mon – Thurs £6,500 Sun £7,000 Fri £9,500 Sat £10,500</p> <p>Oct – Nov Mon – Thurs £5,500 Sun £6,000 Fri £8,000 Sat £9,000</p> <p>Dec Mon – Thurs £6,500 Sun £7,000 Fri £8,000 Sat £9,500</p> <p>Includes 3-course wedding breakfast based on 60 guests Accommodation charged extra at £120 per room B&B</p>	<p>In-house catering team</p>

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Feasibility Study

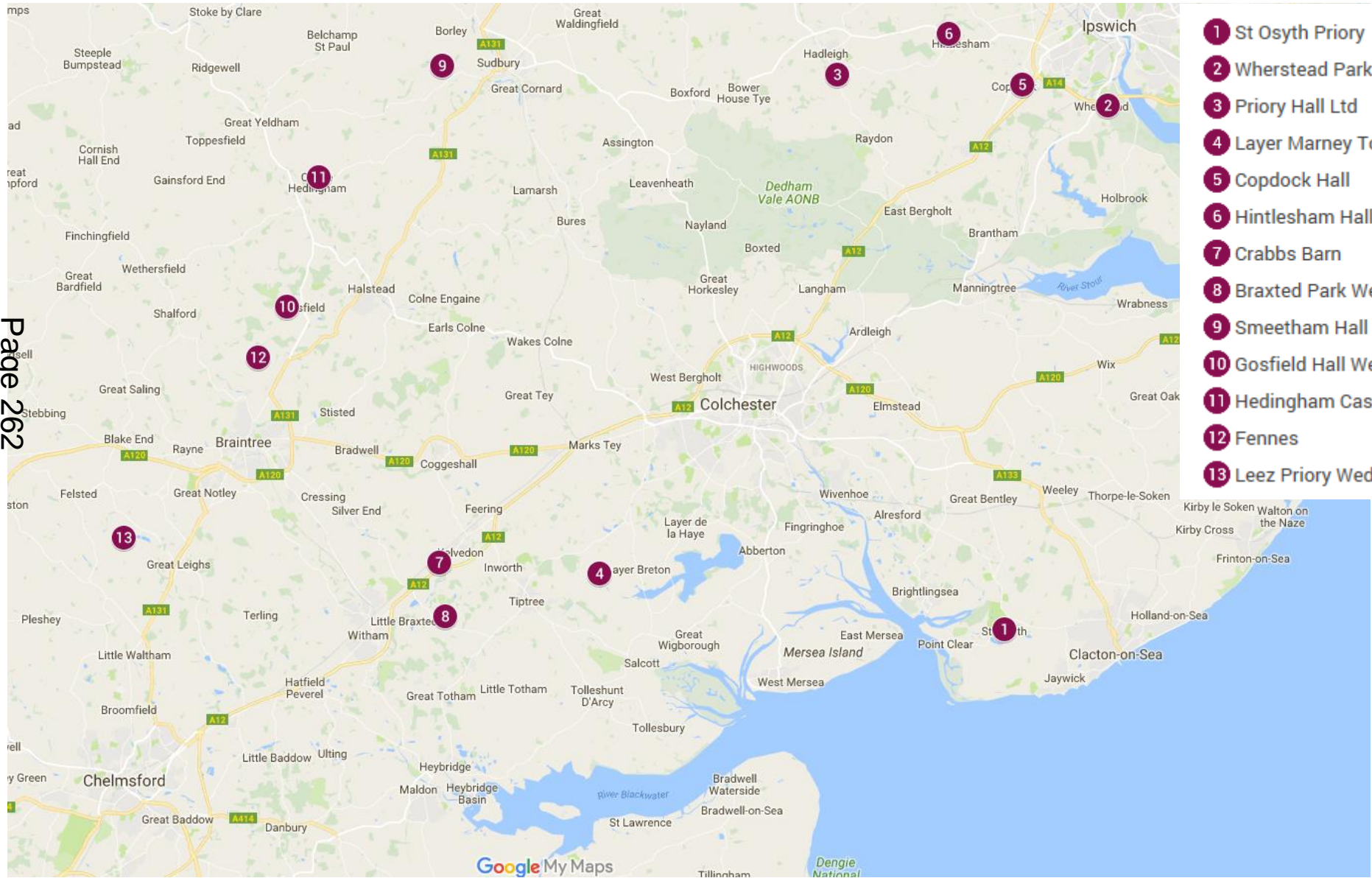
St Osyth Priory



Venue	Website	Distance from St Osyth	Ceremony & Reception Facilities	Accommodation Details	Charges	Catering
					Incl. VAT	

Feasibility Study

St Osyth Priory



- 1 St Osyth Priory
- 2 Wherstead Park
- 3 Priory Hall Ltd
- 4 Layer Marney Tower
- 5 Copdock Hall
- 6 Hintlesham Hall Hotel
- 7 Crabbs Barn
- 8 Braxted Park Weddings
- 9 Smeetham Hall Barn
- 10 Gosfield Hall Wedding Venue...
- 11 Hedingham Castle
- 12 Fennes
- 13 Leez Priory Wedding Venue

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Appendix 2

Case Study 1: Eastnor Castle, Herefordshire

Eastnor Castle (Eastnor) (www.eastnorcastle.com) is situated near Ledbury in rural Herefordshire, which is the most sparsely populated county in England (82 people per km² or 212 per sq mile). It is owned by James Hervey-Bathurst who lives in a self-contained apartment with his family, alongside the business.

The main ground floor reception rooms and 12 guest bedrooms are offered for weddings, corporate events, group accommodation and shooting parties. The castle and gardens are open to day visitors on 50 days each year between Easter and the end of September. Public opening and exclusive-use event days do not conflict.

USP

Eastnor is only offered on an exclusive use basis and event guests have use of all the reception rooms, except the Library, within the castle. There is a relaxed and informal feel to the castle, in spite of the grand surroundings.

Ownership

Eastnor is privately owned by the Hervey-Bathurst family. Eastnor Castle Enterprises is a Partnership trading company which manages the tourism, events and leisure enterprise.

Guest capacity

80 in State Dining Room.

150 in Great Hall (involves significant furniture moving). N.B 40-50% of the weddings are in the Great Hall.

Guest accommodation

11 Double bedrooms/1 Single room

9 bathrooms

2 additional bedrooms available on family side by arrangement.

All bedrooms are let at weddings and other private events

Catering

One external caterer services all 'round table events'.

Eastnor adds a 30% surcharge on external caterer's menu price.

Freelance cook engaged to provide breakfasts for overnight guests and shoot lunches.

Eastnor employs two kitchen staff to help freelance cook and also provide ad hoc teas/coffees etc for events.

Feasibility Study

St Osyth Priory



Charges

Weddings:

Mon-Thurs: £7,400

Fri: £7,950

Sat and Sun: £8,950

Includes cost of 5 bedrooms. Additional double rooms at £275 per room B&B

Wedding prices inclusive of VAT.

Corporate/Private Events:

Weekday or Evening hire: £2,700

Weekday and Evening hire: £4,350

Catering charged extra (e.g. Dinner from £47.75 pp)

Dinner Bed and Breakfast: £3,300 based on 10 people (additional guests at £250 per person)

24-hour rate: £4,400 based on 10 people (additional guests at £290 per person)

Corporate prices exclusive of VAT.

Shooting parties

Approximately £6,000 plus VAT for Dinner, Bed and Breakfast for up to 10 guests, to include pre and post-dinner drinks and good wines. Additional guests at £290 per person.

Number and type of events

Approx 40 weddings per year

Approx 16 corporate events per year

Approx 14 private parties (birthdays etc.) per year

Approx 25 shooting parties per year.

Turnover

The private events business generates approximately £1 million per annum (excludes day visitors, filming, holiday cottages and park events which account for a further £600,000 per annum approx).

Profitability

10-15% net profit margin after all operating expenditure and direct/central overheads.

Staffing

1 full-time member of staff responsible for all wedding, corporate events and private party sales and administration.

1 part-time member of staff responsible for all shoot accommodation administration (plus day visitor business in summer).

2 full-time front of house operational staff to run events on the day, alongside external caterers.

Case Study 2: Elmore Court, Gloucestershire

Elmore Court (EC) (www.elmorecourt.com) is situated just outside Gloucester.

Owner Anselm Guise (AG) previously organized music festivals and returned to EC with a plan to create a unique events venue. The Gillyflower is a unique new build venue at the bottom of the garden, built around an oak frame with compacted mud walls and large glass windows overlooking the valley below. The house itself has been simply refurbished providing space for civil weddings, drinks receptions and eight guest bedrooms.

The weddings and events business opened in 2014. The Gillyflower cost £850,000 to build at £1,500 per sq metre.

USP

The Gillyflower is an architecturally interesting building with a relaxed, 'cool' feel which appeals to a young, affluent, middle-class and often, urban audience. Guests can sit at long oak tables and benches or more traditional round tables and chiavari banqueting chairs. There is a dance floor area, with integrated sound system and lighting rig above. The whole space is well insulated for sound (straw bales in the roof void) which provides very effective sound and heat insulation.

Ownership

EC is privately owned and the business employs staff to market, sell and deliver events. Catering is provided by one external caterer.

Target markets

Approximately one third local; one third from London and one third other areas. Mainly young affluent style conscious couples.

Guest capacity

120-130 sit-down

250 standing

The average number of guests is 110.

Guest accommodation

Master suite plus 7 additional bedrooms.

£130-£200 per room B&B.

A planning application has been made to create additional bedrooms in the house and outbuilding which will eventually provide 21 bedrooms. AG says that the proposed extra capacity is designed primarily for the midweek corporate events market, as they currently lose business due to lack of accommodation.

Catering

Sold as 'in-house' but actually provided by one external contractor.

EC add 32% surcharge to caterer's price, but pay for all service staff.

Current development plans include a new kitchen complex and once completed, AG plans to re-structure catering agreement on a joint venture basis.

Charges

Midweek/Weekend and Seasonal price variations.

Varies between £2,750 and £7,750 to include Master Suite.

Number and type of events

Almost all weddings and receptions.

Approximately 130 per year.

Turnover

Approximately £1 million per annum.

Profitability

The business is profitable but we have not been able to find out the margin.

Staffing

1 full-time member of staff responsible for all wedding, corporate events and private party sales and administration.

1 part-time member of staff responsible for all shoot accommodation administration (plus day visitor business in summer).

2 full-time front of house operational staff to run events on the day.



Case Study 3: Cowdray House, West Sussex

Cowdray House (CH) (www.cowdray.co.uk) is located in Midhurst, West Sussex. The house has recently gone through a dramatic programme of restoration and refurbishment to provide exclusive use facilities for groups and private parties. Although Cowdray, unlike St Osyth, is situated in an affluent and well populated area, there are useful comparisons in terms of pricing, turnover projections and operating models.

USP

Event business forms part of a wider diverse estate with activities such as polo and golf.
Exclusive use of entire grand private house with high quality on site accommodation.

Ownership

Privately owned.

Target markets

Key sales channels at Cowdray House are private and corporate exclusive stays, such as directors away days, weddings and celebrations.

The business is underpinned by five key weeks of local events, four at nearby Goodwood and one at Cowdray itself, for which they target corporate groups who are either sponsors or entertaining at the events.

Guest capacity

150 internally seated
250 non-seated internally
Up to 500 for outdoor/marquee events.

Guest accommodation

21 en-suite bedrooms, once refurbishment complete in mid-2016.

Catering

A selection of six preferred caterers.

Charges

Usually charged by per 24 hr period.

24hr hire		
Low Season (January – March &	Mid Season (April, May, October &	High Season (June – September)

Feasibility Study

St Osyth Priory



November) Mon-Fri £7,000 Sat £8,000 Sun £7,000	December) Mon-Fri £9,000 Sat £10,000 Sun £9,000	Mon-Fri £11,000 Sat £12,000 Sun £11,000
---------------------------------------------------------	----------------------------------------------------------	-----------------------------------------------

Day Hire		
Low Season (January – March & November) Mon-Fri £5,000 Sat £6,000 Sun £5,000	Mid Season (April, May, October & December) Mon-Fri £7,000 Sat £8,000 Sun £7,000	High Season (June – September) Mon-Fri £9,000 Sat £10,000 Sun £9,000

Number and type of events

Cowdray House will cap the number of events at approximately 80.

Turnover projections

Year 1: £500,000

Year 2: £750,000

Year 3: £1.1 million.

Profitability

Cowdray House in isolation is targeted to achieve profitability by Year 3. However, it forms part of a wider estate events business with the other enterprises contributing to the high overheads of the House. Cowdray is therefore reliant on the wider business to offset financial losses in the short term.

The business model is high risk in terms of high value/low volume and is therefore exposed to significant risk if key peak time weeks are not booked.

Staffing

All managed by in-house staff consisting of General Manger, Operations Manager, Business Development Manager and Administrator

Appendix 3

Country House Wedding Venues (<http://www.chwv.co.uk>)

Background

CHWV are probably the biggest and most successful weddings marketing, sales and administration company in the UK. They provide a number of services:

1. Marketing via their consumer website <http://www.wedding-venues.co.uk>. With a small referral charge for each qualified lead generated or
2. A full marketing and sales service for a limited number of 'premier venues' where CHWV produce all marketing collateral, handle all ongoing promotion and enquiries via phone and email, organize show rounds, convert sales and issue event agreements. No upfront fees are charged but CHWV are paid a commission of the venue hire fee, typically between 12-15% (depending on trading potential) or
3. A fully managed marketing, sales and operational service, through their catering subsidiary Galloping Gourmet (GG). GG operates on a long-term, exclusive catering contract and essentially sells catering directly to the bride whilst managing the venue, events, show rounds etc. The venue takes the venue hire (and accommodation) income, less a commission paid to CHWV for all bookings (typically 10-12%).

13 fully managed venues include:

- Gaynes Park, Essex
- Wasing, Berkshire
- Rivervale Barn, Hampshire
- Bassmead Manor Barn, Cambridgeshire
- Mythe Barn, Leicestershire
- Farnham Castle, Surrey
- Morden Hall, London
- Curradine Barn, Worcestershire
- Blackwell Grange, Warwickshire

For all fully managed venues, CHWV advise on design and fit-out, using their specialist architectural team. Typically, their recommended schemes cost approximately £1.5 million to include a ceremony space, reception and party space, kitchens, bar facilities, cloakroom, lavatories, car park, landscaping. These capital costs are paid by the landowner.

This does not include any costs for creating or refurbishing guest accommodation, which is also the responsibility of the landowner. All income derived from accommodation is for the benefit of the landowner.

CHWV usually pay a rent for GG's use of the venue's catering kitchen – typically £15-20,000 per annum.

The landowner is responsible for all maintenance and repairs, cleaning and cost of utilities in and around the venue. This includes landscape maintenance.

We understand that landowners typically seek a 10-year return on capital, but this varies depending on the standard and extent of interior/exterior finish. Those clients we spoke to were reticent about whether this target had been met.

USP

Most CHWV venues are up-scale barn venues, with a stylish but relaxed feel

Ownership

The venue remains in the ownership of the landowner
CHWV and GG operate on a long-term management agreement

Target markets

Usually a local connection with the area but CHWV say that there is increasing demand at all their venues from couples with no local connection, who are simply looking for 'the right venue'.

CHWV's price point (see below) attracts a sizeable middle class affluent market

CHWV look for a population of at least 900,000 within a 45-minute drive time, as well as the appropriate demographics

Guest capacity

CHWV tell us that couples typically look for a venue with a capacity of 150 guests although, ultimately, actual numbers tend to be 80-100 people

Guest accommodation

CHWV recognize that guest accommodation adds value to the weddings offer although the creation and provision of accommodation is the decision and responsibility of the landowner

Catering

GG provide all catering services and benefit from all income derived

Booking payment terms

25% on booking
25% 8 weeks later and
50% 8 weeks before the wedding date.

Booking cancellation terms

Feasibility Study

St Osyth Priory



Full refund of all monies paid if CHWV if resell the date, less £1,000 to cover costs incurred.

CHWV gave us the following information on bookings for two new fully managed venues:

Actual booking and wedding numbers for 2 new venues													
Venue:	Anonymised Venue opened in June 2014												
Bookings by Booking Date													
Month	01	02	03	04	05	06	07	08	09	10	11	12	Grand Total
2013					2	2		2	3	4	4	2	19
2014	8	5	7	2	6	3	4	12	9	7	15	6	84
2015	19	14	14	12	11	9	16	14	20	17	25	18	189
2016	19	21	29	21	3								93
Grand Total	46	40	50	35	22	14	20	28	32	28	44	26	385
Bookings by Wedding Date													
Month	01	02	03	04	05	06	07	08	09	10	11	12	Grand Total
2014						2	4	6	7	6	2	2	29
2015	3	1	3	10	7	2	8	14	5	11	3	4	71
2016	8	5	7	13	10	9	18	24	16	13	10	8	141
2017	5	5	4	19	11	11	13	21	10	15	12	1	127
2018	1	1	1	2	4			5		2	1		17
Grand Total	17	12	15	44	32	24	43	70	38	47	28	15	385
Venue: Farnham Castle Venue underwent major refurb programme and relaunch from Sept 2012 to end of 2013													
Bookings by Booking Date													
Month	01	02	03	04	05	06	07	08	09	10	11	12	Grand Total
2013	6	4	3	5	8	6	6	6	17	7	12	9	89
2014	28	20	12	12	21	13	10	10	12	11	10	6	165
2015	21	19	13	21	18	12	15	12	22	13	13	14	193
2016	19	17	11	9	4								60
Grand Total	74	60	39	47	51	31	31	28	51	31	35	29	507
Bookings by Wedding Date													
Month	01	02	03	04	05	06	07	08	09	10	11	12	Grand Total
2013				2	1	1	2	2	3	4	3	9	27
2014		1	5	2	7	6	10	15	17	19	11	16	109
2015	2	3	12	4	12	10	13	19	8	19	5	12	119
2016	3	6	13	17	13	12	18	20	15	20	8	14	159
2017	3	7	7	14	7	6	7	11	6	8	4	4	84
2018			2	1	1	1	1	2			1		9
Grand Total	8	17	39	40	41	36	51	69	49	70	32	55	507

The first venue (anonymous) generated 29 wedding sales in Y1, 71 weddings in Y2, 141 weddings in Y3 (2016) and has already generated 127 bookings in 2017.

The Bookings by Booking Date also show when bookings were generated, as opposed to when the events were delivered. This gives a useful picture of likely cash flow through this period.

If we apply the average venue hire rates as shown in the table below, we can see that this venue has generated approximately £556,000 in venue fees in 2016 and has already generated £566,000 in 2017.

Feasibility Study

St Osyth Priory



Actual average venue hire rates, all GG venues													
Month	1	2	3	4	5	6	7	8	9	10	11	12	Total
2017	3,373	3,585	3,676	4,174	5,349	5,018	4,883	4,614	5,549	4,099	3,559	4,094	4,460
Monday			2,040	2,443	5,333	3,000	3,022	3,239	3,650	2,715		2,400	3,010
Tuesday		1,850	1,895	2,758	3,467		4,650	3,285		2,323			2,838
Wednesday			2,475	2,798	2,805	2,537	2,285	2,674	3,150	2,357	1,850	2,423	2,563
Thursday	1,995	2,995	2,925	3,669	5,300	4,107	4,152	4,246	4,390	3,580	2,700	3,063	3,792
Friday	3,039	3,398	4,161	4,797	5,600	5,651	5,762	5,628	5,722	4,965	3,540	5,050	4,977
Saturday	3,876	4,656	4,671	5,827	6,222	6,271	6,240	6,065	6,334	5,706	4,574	5,784	5,637
Sunday	3,475	3,219	3,436	4,407	5,262	5,200	5,075	5,150	5,700	4,359	3,208	7,950	4,639
2016	3,143	3,015	3,232	3,846	4,765	4,541	4,353	4,325	4,740	3,671	3,139	3,723	3,948
Monday		2,020	2,966	2,582	4,428	2,772	2,814	3,214	2,659	2,177	1,483	2,437	2,763
Tuesday	1,200	1,525	2,088	2,490	2,777	3,500	2,400	3,020	1,740	1,795	1,100	2,475	2,391
Wednesday	3,250	1,975	2,197	2,344	2,750	2,598	2,867	2,833	3,000	2,325	1,565	2,761	2,521
Thursday	1,918	2,597	2,989	3,185	4,216	4,151	4,028	4,082	3,922	3,095	2,863	3,225	3,520
Friday	3,463	3,143	3,938	4,615	5,323	5,489	5,470	5,422	5,434	4,693	3,290	4,629	4,693
Saturday	3,626	4,166	4,445	5,516	6,048	6,093	6,081	6,002	6,051	5,364	4,308	5,226	5,273
Sunday	2,550	2,479	3,548	3,418	5,183	4,750	4,750	5,072	4,599	3,955	2,939	3,992	4,153

The following table shows bookings per month, across all fully-managed CHVV venues, as a percentage of all bookings going forward.

Average booking pattern across all GG venues, last 12 months													
Month	5	6	7	8	9	10	11	12	1	2	3	4	Total
Same year	0.8%	0.6%	0.4%	0.3%	0.5%	0.1%	0.1%	0.0%	3.3%	3.2%	1.5%	0.8%	11.5%
Yr+1	5.1%	3.5%	4.9%	4.1%	5.4%	4.7%	3.2%	3.1%	6.8%	6.2%	6.9%	5.4%	59.6%
Yr+2	1.1%	1.6%	1.4%	2.7%	3.4%	4.9%	4.6%	4.4%	0.6%	1.1%	1.0%	1.4%	28.2%
Yr+3	0.0%	0.1%	0.0%	0.1%	0.1%	0.0%	0.2%	0.1%	0.1%	0.0%	0.0%	0.1%	0.7%
Yr+4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Mix	7.1%	5.8%	6.7%	7.2%	9.4%	9.8%	8.0%	7.7%	10.8%	10.4%	9.4%	7.7%	100.0%

Table shows of bookings taken per month, which are for current year weddings, which are for next year, and so on.

Appendix 4

Local holiday accommodation competitors

Park Hall Country Cottages, St Osyth http://www.parkhall.info/	1.3 miles from St Osyth Priory 5 self catering units Sleeps 2 – 6 £510 - £870 per unit per week Situated in the grounds of Park Hall Country House
Lee Wick Farm Holiday Cottages, St Osyth http://www.leewickfarm.co.uk/	1.6 miles from St Osyth Priory 2 self catering units Cart Lodge sleeps 10/12 – low season £625 per week, mid season £835 per week, high season £1,045 per week Stable Cottage sleeps 5 – low season £370 per week, mid season £500 per week, high season £635 per week Glamping units available (see below)
Pond Cottage, St Osyth http://earlshallfarm.info/	1.9 miles from St Osyth Priory 1 self catering cottage Sleeps 4 2 en suite bathrooms £350 per week low season, £600 per week high season An annexe off Pond House
Great Holland Mill, Great Holland https://www.holidaycottages.co.uk/east-of-england/essex/great-holland-mill	7.3 miles away 1 double bedroom Sleeps 2 August charges £610 per week (7 nights)
Log Cabin, White Colne https://www.airbnb.co.uk/rooms/13145326?s=QGpdggxb	25 miles from St Osyth Priory 3 bedrooms (1 double, 2 twin) 1 bathroom Sleeps 6 Lakeside position August £1,412 per week Average £148 per night

Appendix 5

Local Glamping supply

Lee Wick Farm, St Osyth CO16 8ES http://www.leewickfarm.co.uk/glamping/	1.6 miles from St Osyth Priory CargoPod – sleeps 2. Sun – Thurs £65 per night, Fri – Sun £80 per night, school summer holidays £90 per night 3 MegaPods – sleeps 2. Sun – Thurs £55 per night, Fri – Sun £70 per night, school summer holidays £80 per night Camp site for touring
The Shepherds Hide, Mill Farm, Thorrington CO7 8JJ http://www.theshepherdshide.co.uk/	4.9 miles from St Osyth Priory 1 shepherds hut Sleeps 2 £95 per night, minimum stay 2 nights
Woodpecker Yurt, Mount Hall CO6 4BZ http://www.mounthall.co.uk/woodpecker-yurt.html	19.4 miles from St Osyth Priory 1 yurt Sleeps 2 £95 per night
Layer Marney Tower, CO5 9US http://www.layermarneytower.co.uk/glamping/	21.3 miles from St Osyth Priory Run by Featherdown Farms 6 canvas lodges £659 per week (£95 per night) £299 Fri – Sun (£150 per night)

Appendix 6

Local Visitor Attraction and Country Parks supply

Carpenters Farm Shop, CO7 8NJ5 http://www.carpentersfarmshop.co.uk	4.3 miles from St Osyth Priory Farm Shop The Barn Cafe The Hayloft – holiday accommodation sleeps 6
Greenstead Farm, CO9 1QY http://www.greensteadfarmshop.co.uk/	28.6 miles from St Osyth Priory The Greenstead Café Children’s Soft Play Centre Farm animals and petting Children’s clothing and toy shop Nature walks The Barn Nursery School
Hyde Hall Garden, CM3 8ET https://www.rhs.org.uk/gardens/hyde-hall	46 miles from St Osyth Priory RHS Garden Visitor centre/learning centre Field Cafe Barn Restaurant Picnic site Children’s Play area Event barn Shop and plant centre Charges: Adults £11.00, Child £5.50, Family (2 adults, 2 children) £28.25

Country parks with visitor attraction facilities in the local area:

High Woods Country Park, CO4 5JR	15 miles from St Osyth Priory City Park in Colchester Walking Cycling Adventure play ground Visitor centre (open April – Sept 7 weeks a day, Oct – Mar weekends only) Fishing Picnic site Gift shop Education/study area Community food growing garden project Green Flag Award Free entry Approximately 250,000 visitors per year
Abberton Reservoir Visitor Centre, CO2 0EU	17.9 miles from St Osyth Priory Essex Wildlife Trust Café Gift Shop Picnic site

Cudmore Grove Country Park, CO5 8UE	<p>21 miles from St Osyth Priory On Mersea Island, fairly remote location Walking Cycling Horse riding Beaches Site of Special Scientific Interest (SSSI) Picnic site Café – Lily’s at Cudmore Green Flag Award Pay and display parking charges:</p> <ul style="list-style-type: none">• Up to 30 minutes £1.00• Up to 1 hour £1.50• Up to 2 hours £2.50• Up to 3 hours £3.50• More than 3 hours £4.00 <p>65,000 to 70,000 visitors per year Summer months July and August were up 24% in 2016 compared to the previous 3 year average Measured by pay and display car park and average passengers per car</p>
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Great Notley Country Park, CM77 7FS	<p>35 miles from St Osyth Priory Located on the outskirts of Braintree Walking Cycling Horse riding 1.2 km play trail Sky Ropes Fishing Picnic site Discovery Centre (available for room hire, meeting/conferences) Cafe Education visits Free entry Pay and display parking charges:</p> <ul style="list-style-type: none">• Up to 30 minutes £1.00• Up to 1 hour £2.00• Up to 2 hours £3.00• Up to 3 hours £4.00• More than 3 hours £5.00 <p>Approximately 150,000 visitors per year Measured by Pay & Display car park and average passengers per car</p>
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APPENDIX I SECTION 57 OF THE PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990:

(1) A local authority may contribute towards the expenses incurred or to be incurred in the repair or maintenance—

(a) of a listed building which is situated in or in the vicinity of their area; or

(b) of a building in their area which is not listed but appears to them to be of architectural or historic interest.

(2) At the time of making such a contribution the local authority may also contribute towards the expenses incurred, or to be incurred, in the upkeep of any garden occupied with the building and contiguous or adjacent to it.

(3) A contribution under this section may be made by grant or loan.

(4) A contribution by way of loan may be made upon such terms and conditions as the local authority may determine including (but without prejudice to the foregoing) a term that the loan shall be free of interest.

(5) A local authority—

(a) may renounce their right to repayment of such a loan or any interest for the time being outstanding, and

(b) by agreement with the borrower may otherwise vary any of the terms and conditions on which such a loan is made.

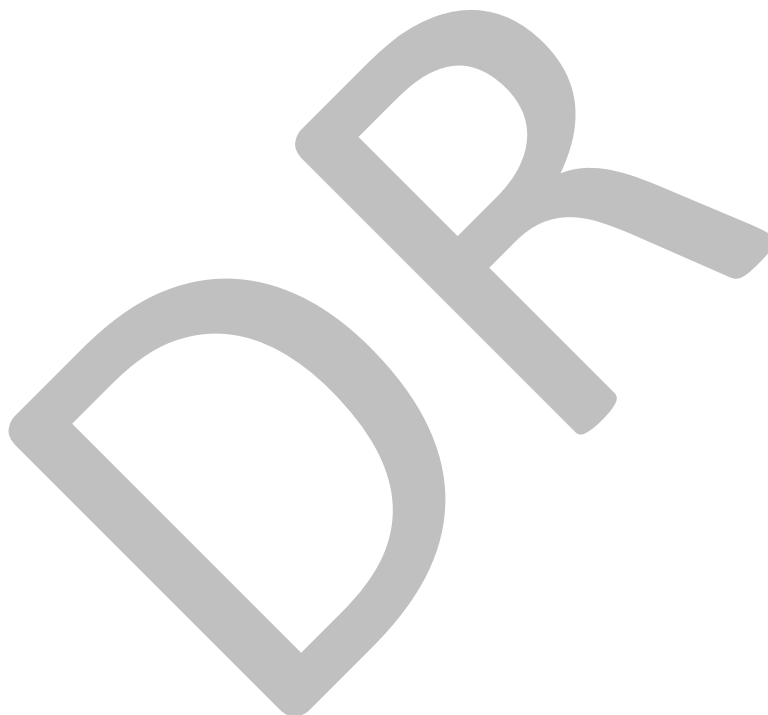
(6) A local authority may require as a condition of the making by them of a contribution under this section by way of grant towards the expenses of the repair or maintenance or upkeep of any property that the person to whom the grant is made shall enter into an agreement with them for the purpose of enabling the public to have access to the property or part of it during such period and at such times as the agreement may provide.

(7) In this section and in section 58 “local authority” means—

(a) the council of a county, [\[E1 county borough,\]](#) borough or district,

(b) a joint planning board constituted under section 2 of the principal Act, and

(c) in relation to a building or land in the Broads, the Broads Authority.



DR

FARMLAND INDEX

Q2 2018



FARMLAND MARKET REMAINS STEADY

Lack of supply and ongoing demand helps to support market

The average value of bare agricultural land in England and Wales dipped slightly by 0.7% in the second quarter of 2018, according to the Knight Frank Farmland Index. The fall means prices have dropped by 2% overall during the past 12 months and now average £7,175/acre.

Just as I said last quarter – when prices rose slightly – that it would be wrong to say we were witnessing the beginning of a price rally, it would be equally premature to assume that this latest quarterly dip automatically presages a more significant downturn. As the Brexit saga continues we are in for an extended period of uncertainty.

The government’s new “Agricultural Bill”, which is due to be published at the end of July, may offer some clarity, but the big outstanding question is what kind of trade deal the UK will be able to strike with the EU, our major trading partner for agricultural products by some way.

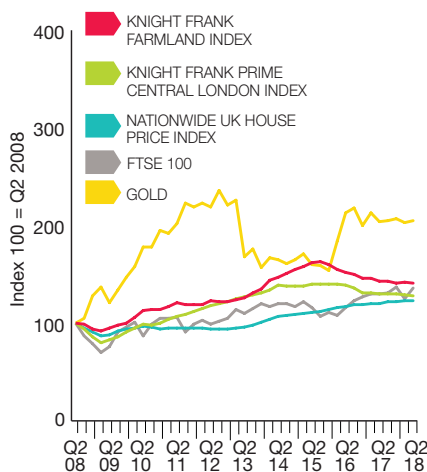
Several large farming estates, including the 2,177-acre Sutton Hall Estate near Woodbridge, Suffolk, have been launched over the past month or so, but overall there are few signs that the lack of supply that is helping to support values is abating. By the end of June the amount of land advertised in Farmers Weekly had dropped by almost 20% year-on-year.

However, according to our Farmland Index Survey, the lack of a willing successor is an increasing driver for the sale of farms. Brexit could exacerbate this trend, but it could also

act as the motivation for entrepreneurial young farmers to reshape the UK’s agricultural sector. Debt as a reason to sell is also on the rise, although there is no widespread pressure from banks at the moment.

Aside from the ongoing lack of supply, rollover relief is one of the key drivers of demand, across the country, but particularly in areas seeing large amounts of development or infrastructure projects like HS2. This will remain a factor for some time as demand continues to outstrip supply. Average values, meanwhile, will become increasingly disparate, even at a very local level, as almost every sale is now to a “special” purchaser.

FARMLAND 10-YEAR PERFORMANCE VERSUS OTHER ASSETS



Source: Knight Frank

FARMLAND PERFORMANCE

-0.7%

3-MONTH CHANGE

-2%

12-MONTH CHANGE

12%

5-YEAR CHANGE

41%

10-YEAR CHANGE

3,903%

50-YEAR CHANGE

“THE LACK OF A WILLING SUCCESSOR IS AN INCREASING DRIVER FOR THE SALE OF FARMS.”

Andrew Shirley, Head of Rural Research
andrew.shirley@knightfrank.com

If you would like further insight into prime rural property markets please do get in touch.

KEY AGRICULTURAL INDICATORS*

Commodity prices	Latest	12-month change
Outputs		
Feedwheat (£/t)	161	13%
Oilseed rape (£/t)	285	-5%
Beef (p/kg dw)	383	1%
Lamb (p/kg dw)	523	7%
Milk (p/litre)	26.8	0%
Input prices		
Red diesel (p/litre)	63	24%
Oil (£/bbl)	55	56%

For more detailed information on the issues affecting UK landowners and farmers, including the latest on agricultural commodity and input markets, please request a copy of The Rural Report, our magazine for rural property owners.

*Sources: www.fwi.co.uk www.dairy.ahdb.org.uk



The Sutton Hall Estate, Woodbridge, Suffolk. For more information contact george.bramley@knightfrank.com

DATA DIGEST

The Knight Frank Farmland Index tracks the average price of bare (no residential property or buildings) commercial (productive arable and pasture) agricultural land in England. The quarterly index is based on the opinions of Knight Frank's expert valuers and negotiators across the country, which take into account the results of actual sales conducted by both the firm and its competitors, local market knowledge and client and industry sentiment. When combined with UK government statistics, the index shows the performance of farmland since 1944.

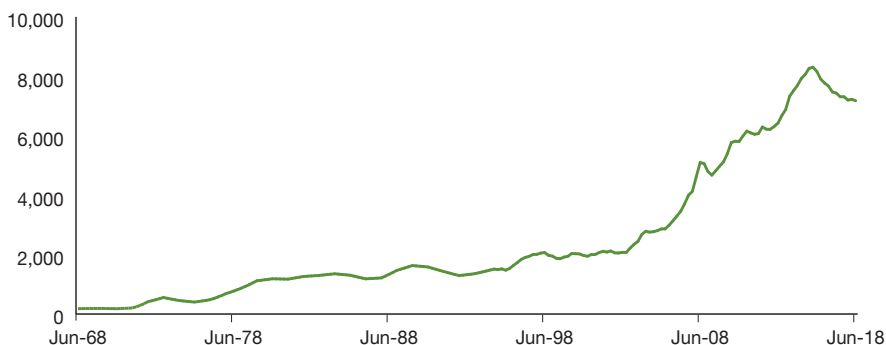
Please contact us for further information

If you're thinking of selling or buying a farm, estate or agricultural land we'd love to help

Clive Hopkins
+44 20 7861 1440
clive.hopkins@knightfrank.com

LONG-TERM FARMLAND CAPITAL VALUE TRENDS

Average £/acre



Source: Knight Frank Research

KNIGHT FRANK FARMLAND INDEX

	Quarterly price change	Annual price change	Average value £/hectare	Average value £/acre
Jun-13	1.8%	2.0%	£15,866	£6,421
Sep-13	4.0%	7%	£16,501	£6,678
Dec-13	3.1%	11%	£17,005	£6,882
Mar-14	6.4%	16%	£18,098	£7,324
Jun-14	2.6%	17%	£18,574	£7,517
Sep-14	2.3%	15%	£19,000	£7,689
Dec-14	3.1%	15%	£19,583	£7,925
Mar-15	1.7%	10%	£19,914	£8,059
Jun-15	2.6%	10%	£20,423	£8,265
Sep-15	0.5%	8%	£20,524	£8,306
Dec-15	-1.7%	3%	£20,176	£8,165
Mar-16	-3.2%	-2%	£19,538	£7,907
Jun-16	-1.7%	-6%	£19,207	£7,773
Sep-16	-1.3%	-8%	£18,957	£7,672
Dec-16	-2.6%	-8%	£18,464	£7,472
Mar-17	-0.5%	-6%	£18,372	£7,435
Jun-17	-1.6%	-6%	£18,069	£7,313
Sep-17	0.0%	-5%	£18,064	£7,311
Dec-17	-1.5%	-4%	£17,794	£7,201
Mar-18	0.4%	-3%	£17,856	£7,226
Jun-18	-0.7%	-2%	£17,729	£7,175

Source: Knight Frank Research

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DR

From: [EastOfEngland Contact](#)
To: [Samuel Bampton](#)
Cc: [Sylvia Collier](#)
Subject: December Board Competition
Date: 05 October 2018 11:22:05
Attachments: [image001.gif](#)

Dear Sam,

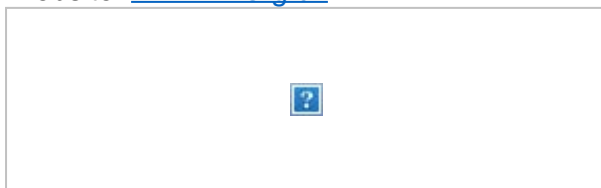
Thank you for your application which has formed part of the final batch of bids that we are considering under our Heritage Grants programme under our current Strategic Funding Framework. The closure of this programme led to a larger than normal number of applications being submitted by the final deadline, and it means that the decision making will be very competitive, particularly for those applying for grants over £1m where we have received 59 applications requesting c £152m, and where given our available budget we expect the success rate to be c 12%.

We realise that this will result in disappointing news for many of you, and where following assessment we consider that your application is not likely to be competitive, we will aim to let you have that decision and feedback as soon as possible so you can consider your next steps. Even if the application does go forward for consideration by our Board, we will have more applications than we can support and not all can be funded, and in that instance we will give feedback on the reasons for rejection, which may simply be lack of funds.

As a reminder, our new Strategic Funding Framework launches in January which will give advice on our grant programmes and budgets for 2019/20.

Best wishes,
Robyn

Robyn Llewellyn
Head of Heritage Lottery Fund East of England
CB1 Business Centre
20 Station Road
Cambridge CB1 2JD
Cambridge Office: 01223 653188
Website: www.hlf.org.uk



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DR



M I L S O M

HOTELS & RESTAURANTS

Mrs H Moore
Trustee of St Osyth's Priory and Parish Trust
c/o City & County
Bentfield Place, Bentfield Road
Stansted
CM24 8HL

20 July 2018

Dear Helen

Thank you for showing me your exciting plans for St Osyth's Priory, in particular its development as a wedding venue.

I know you are aware of our recent history in bringing some of Essex's best known wedding venues to the market and then operating them for a number of years. These include Braxted Park, Spains Hall and Hutton Hall in Essex. We are also the sole caterers for the premier wedding venue, Hengrave Hall, which we opened in 2008.

St Osyth's Priory is one of the county's most magnificent houses and I am confident that it will become a popular choice for weddings in the Essex area. We have of course catered there at a number of events for the Sargent family so already have experience of how good it can be.

I am therefore happy to confirm that we are extremely interested in working with you to help bring this property to the market place as a wedding and events destination and of course running it for you in a similar way that we do at Hengrave Hall with the owner, David Harris and his company M&D Developments.

I know that you and the Sargent family have known our business for many years but if you want any further references about our catering services, I can certainly get these for you.

I am sure that the development of St Osyth's priory will add to the local economy and should we be successful we will certainly be looking to employ local people to work for us at the Priory.

If you need and further information please do not hesitate to contact me.

Yours sincerely


Paul Milsom
Managing Director

Gun Hill, Dedham, Colchester, Essex, England CO7 6HP

Tel: 01206 323150 Fax: 01206 322309

www.milsomhotels.com Email: hq@milsomhotels.com

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APPENDIX M REVENUE

An estimate of the revenues generated by each element of the business was provided in Part I at Appendix I. These figures have been updated following comments received from Colliers dated 05 April 2018 as referenced above.

It is assumed that the wedding venue and visitor attraction will open in Year 3 to allow for restoration and conversion works to be completed. This is based on the process outlined in Part I.

All figures are based on 2018 prices allowing for 2.5% inflation each year.

VISITOR ATTRACTION:

Admission:

There are a number of different pricing models for heritage attractions, and as Colliers state in their October 2016 Report, most historic houses and gardens have admission charge. It is however agreed that this is probably not the most suitable option for St Osyth Priory, given the nature of the offering proposed. Savills have proposed a model similar to that in operation at Holkham Hall; where there is a small charge for parking, access to most of the Estate is free and there is a small charge for accessing the Walled Garden.

Given that the main offering at St Osyth Priory is likely to be the Park and the Abbot's Tower, it is considered that the most appropriate model is to charge £3 per car, per day for parking; with an additional charge for admission to the Rose Garden, Ruins and Abbot's Tower at £2.50 per adult and £1.50 per child. It is assumed that 40% of visitors will pay this additional charge.

Further, it is also proposed to offer a season ticket for parking, as recommended by Colliers. It is forecast that there will initially be 1,350 season ticket customers in Year 4, rising to 6,800 by Year 8. It is proposed to charge £20 per annum for the season ticket.

It is forecast that the initial visitors per annum will be in the region of 25,000 in Year 4, rising to circa 80,000 by Year 11.

The total estimated revenue from parking and admission is approximately £118,401 in Year 4, rising to £347,387 in Year 11.

Increase per head per annum	0%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Income	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Visitor Attraction - Tower, Gardens & Walks												
Days Open	0	0	0	208	260	312	312	312	312	312	312	312
Avg Customers per Day	0	0	0	120	130	140	180	200	220	240	250	250
Avg. Customers per Week	0	0	0	480	650	840	1080	1200	1320	1440	1500	1500
TOTAL Customers per Year	0	0	0	24,960	33,800	43,680	56,160	62,400	68,640	74,880	78,000	78,000
Number of Cars per Year @ 2.2 Visitors per Car	0	0	0	11,345	15,364	19,855	25,527	28,364	31,200	34,036	35,455	35,455
Customer Entrance ex Vat (via Parking)	£3.00	£3.08	£3.15	£3.23	£3.31	£3.39	£3.48	£3.57	£3.66	£3.75	£3.84	£3.94
Income	£0	£0	£0	£36,653	£50,876	£67,391	£88,811	£101,146	£114,043	£127,520	£136,154	£139,558
Season Ticket Holders												
Avg. Tickets per Annum	0	0	0	749	300	450	675	1,013	1,519	1,519	1,519	1,519
Avg Visits per Annum	3	3	3	3	3	3	3	3	3	3	3	3
Avg. Customers per Car	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
TOTAL Season Ticket Customers per Annum	0	0	0	3,370	1,350	2,025	3,038	4,559	6,836	6,836	6,836	6,836
Season Ticket Price ex VAT	£20.83	£21.35	£21.89	£22.44	£23.00	£23.57	£24.16	£24.76	£25.38	£26.02	£26.67	£27.34
Income	£0	£0	£0	£16,799	£6,899	£10,607	£16,308	£25,086	£38,557	£39,521	£40,509	£41,522
Tower Entrance												
Rate per adult E ex VAT	£2.08	£2.14	£2.19	£2.24	£2.30	£2.36	£2.42	£2.48	£2.54	£2.60	£2.67	£2.73
Rate per child E ex VAT	£1.25	£1.28	£1.31	£1.35	£1.38	£1.41	£1.45	£1.49	£1.52	£1.56	£1.60	£1.64
No. adults	0	0	0	7488	10140	13104	16848	18720	20592	22464	23400	23400
no. children	0	0	0	19968	27040	34944	44928	49920	54912	59904	62400	62400
Income Adults	£0	£0	£0	£16,799	£23,318	£30,887	£40,705	£46,359	£52,269	£58,447	£62,404	£63,964
Income Children	£0	£0	£0	£26,879	£37,309	£49,420	£65,128	£74,174	£83,631	£93,515	£99,847	£102,343
Visitor Attraction - Tower, Gardens & Walks Income	£0	£0	£0	£97,132	£118,401	£158,305	£210,953	£246,765	£288,501	£319,003	£338,915	£347,387

(Admission and parking revenue)

Café/ Shop:

As recommend by both Savills and Colliers it is proposed to have a Café and Shop on site where visitors can purchase drinks, snacks and souvenirs.

It is assumed that approximately 34% of visitors will spend an average of £10 in the Cafe and that 26% of guests will spend an average of £16 in the shop.

The total estimated revenue from the Café is approximately £80,000 in Year 4, rising to £300,000 in Year 11.

The total estimated revenue from the Shop is approximately £95,000 in Year 4, rising to £375,000 in Year 11.

Increase per head per annum	0%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Income	2019 Year 0	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11
Café												
Days Open	0	0	0	0	208	260	312	312	312	312	312	312
Avg. Customers per Day	0	0	0	0	35	40	44	55	62	65	70	72
Avg. Customers per Week	0	0	0	0	140	200	264	330	372	390	420	432
TOTAL Customers per Year	0	0	0	0	7,280	10,400	13,728	17,160	19,344	20,280	21,840	22,464
Spend per Customer ex Vat	£10.00	£10.25	£10.51	£10.77	£11.04	£11.31	£11.60	£11.89	£12.18	£12.49	£12.80	£13.12
Café Income	£0	£0	£0	£0	£80,358	£117,666	£159,203	£203,978	£235,688	£253,269	£279,570	£294,747
Shop												
Days Open	0	0	0	0	208	260	312	312	312	312	312	312
Avg. Customers per Day	0	0	0	0	25	30	35	45	50	55	55	55
Avg. Customers per Week	0	0	0	0	100	150	210	270	300	300	330	330
TOTAL Customers per Year	0	0	0	0	5,200	7,800	10,920	14,040	15,600	15,600	17,160	17,160
Spend per Customer ex Vat	£16.66	£17.08	£17.50	£17.94	£18.39	£18.85	£19.32	£19.80	£20.30	£20.81	£21.33	£21.86
Shop Income	£0	£0	£0	£0	£95,626	£147,024	£210,980	£278,041	£316,658	£324,574	£365,958	£375,107

(Café & Shop revenue)

Darcy House Bar & Restaurant and Walled Garden Spa

As recommended by Colliers, it is agreed that a bar/restaurant operating in Darcy House West, that can be used by overnight guests and visitors when it does not conflict with weddings, is a potential source of income and is therefore proposed to be included.

The exact nature of this part of the offering will need to be agreed later and influenced by the overall management of the Estate. However, for now it is proposed to include high level figures for its potential income. It is assumed that it will be open 120 days a year and will, once established, attract 90 customers a day. This is based on Colliers' recommendation for the Tea Lounge, previously suggested for the area. Though it is assumed that as a bar/restaurant, the average spend will be higher than the previously proposed tea room. Market data suggests that the average spend per person on casual dining is £10–20. Given the nature of the offering and the captive audience it is considered that the upper end of this range is the most appropriate. As such, an aspirational figure of £21 has been used.

The total estimated revenue from the Darcy House Bar & Restaurant is approximately £165,000 in Year 4, rising to £295,000 in Year 11.

Increase per head per annum	0%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Income	2019 Year 0	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11
Darcy House Restaurant, Bar and Tea Lounge												
Days Open	0	0	0	0	120	120	120	120	120	120	120	120
Customers per Day	0	0	0	0	60	70	90	90	90	90	90	90
Customers per Year	0	0	0	0	7,200	8,400	10,800	10,800	10,800	10,800	10,800	10,800
Spend per Customer ex Vat	£21	£21.35	£21.89	£22.44	£23.00	£23.57	£24.16	£24.76	£25.38	£26.02	£26.67	£27.34
Total Spend	£0	£0	£0	£0	£165,572	£197,996	£260,931	£267,454	£274,141	£280,994	£288,019	£295,219
Darcy House Restaurant, Bar and Tea Lounge	£0	£0	£0	£0	£165,572	£197,996	£260,931	£267,454	£274,141	£280,994	£288,019	£295,219

(Darcy House Bar & Restaurant revenue)

A Spa is considered by both Savills and Colliers to be a good addition to the guest and visitor offering. It is therefore proposed to restore the Greenhouse within the Walled Garden as a small Spa area.

The total estimated revenue from the Spa is £62,000 in Year 4 rising to £133,046 in Year 11.

St Osyth Priory Wedding & Event Financial Analysis												
Increase per head per annum	0%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Income	2019 Year 0	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11
Spa - 3 Rooms												
Days Open	0	0	0	0	208	208	208	260	260	260	260	260
Avg Treatments per Day	0	0	0	0	9	9	11	11	12	12	12	13
Avg. Treatments per Week	0	0	0	0	36	36	44	55	60	60	60	65
TOTAL Treatments per Year	0	0	0	0	1,872	1,872	2,288	2,860	3,120	3,120	3,120	3,380
Spend per Customer ex Vat	£30.00	£30.75	£31.52	£32.31	£33.11	£33.94	£34.79	£35.66	£36.55	£37.47	£38.40	£39.36
Spa Income	£0	£0	£0	£0	£61,990	£63,540	£79,601	£101,989	£114,043	£116,894	£119,816	£133,046

(Spa revenue)

Craft Events/ Guided Tours

In addition to the main visitor offering, it is proposed to host craft events and run guided tours of the Precinct Buildings when no weddings are taking place. This offers the potential to generate a modest additional income.

It is thought that there is scope to have monthly Craft Events, increasing to two per month by Year 11. Colliers have suggested that this has the potential to generate £10,000 per annum once established. As such, it is forecast that the revenue from Craft Events will be approximately 12£7,000 in Year 4, rising to £10,500 in Year 11.

It is also thought that Guided Tours of the Precinct would generate a small income. It has not been decided whether this would be via a modest charge or through donations, but it is assumed the average spend would be £1.50 per customer. It is assumed that once established that there will be 80 guided tour events a year, with an average of 25 guests in attendance.

On this basis it is forecast that the revenue from Guided Tours will be approximately £1,656 in Year 4, rising to £3,936 in Year 11.

St Osyth Priory Wedding & Event Financial Analysis												
Increase per head per annum	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Income	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11	2030 Year 12	2030 Year 13	2031 Year 14	
Multi-Purpose/Crafts Events												
Events per Month	1	1	1	1.5	1.5	2	2	2	2	2	2	
Events per Year	12	12	12	18	18	24	24	24	24	24	24	
Avg Customers per Event	60	60	70	80	80	100	100	100	100	100	100	
TOTAL Customers per Year	720	720	840	1,440	1,440	2,400	2,400	2,400	2,400	2,400	2,400	
Spend per Customer ex Vat	£18.39	£18.85	£19.32	£19.80	£20.30	£20.81	£21.33	£21.86	£22.41	£22.97	£23.54	
Total Spend all Customers ex VAT	£13,240	£13,571	£16,229	£28,517	£29,230	£49,935	£51,183	£52,462	£53,774	£55,118	£56,496	
Multi-Purpose/Crafts Commission	£2,648	£2,714	£3,246	£5,703	£5,846	£9,987	£10,237	£10,492	£10,755	£11,024	£11,299	
Guided Tours of Precinct Building												
Events per Month	4.2	5.0	5.8	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	
Events per Year	50	60	70	80	80	80	80	80	80	80	80	
Avg Customers per Event	20	20	20	25	25	25	25	25	25	25	25	
TOTAL Customers per Year	1,000	1,200	1,400	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	
Spend per Customer ex Vat	£1.66	£1.70	£1.74	£1.78	£1.83	£1.87	£1.92	£1.97	£2.02	£2.07	£2.12	
Total Spend all Customers ex VAT	£1,656	£2,037	£2,435	£3,566	£3,655	£3,747	£3,840	£3,936	£4,035	£4,136	£4,239	
Guided Tours of Precinct Building Income	£1,656	£2,037	£2,435	£3,566	£3,655	£3,747	£3,840	£3,936	£4,035	£4,136	£4,239	
Total Income	£435,098	£592,335	£804,493	£983,341	£1,101,766	£1,168,285	£1,274,602	£1,326,889	£1,420,191	£1,455,696	£1,559,670	

(Craft Events and Guided Tours revenue)

GLAMPING

As set out in Part I, Glamping in the Park offers the potential to generate income. Rooms are to be charged at £75 plus VAT per night. It is Savills' view that peak occupation rates will be in the region of 50–70%, accounting for Colliers initial comments that 70% was too optimistic. It has therefore assumed that occupation rates will start at 40% in Year 3 and rising to 60% by Year 5, it is forecast that the income will increase from £75,500 in Year 3 to £137,927, in Year 11. This may still be too optimistic depending on demand.

St Osyth Priory Glamping Financial Analysis										
Increase per head from Year 1		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Income		2022	2023	2024	2025	2026	2027	2028	2029	2030
		Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Glamping Accommodation @ £75 plus VAT per night per unit		£188,671	£193,388	£198,223	£203,178	£208,258	£213,464	£218,801	£224,271	£229,878
Occupancy Rates		40%	50%	50%	50%	50%	50%	50%	50%	50%
Glamping Accommodation Income		£75,468	£96,694	£99,111	£101,589	£104,129	£106,732	£109,400	£112,135	£114,939

B&B

When not in use as part of the wedding business, it is proposed that the guest accommodation is rented on a Bed & Breakfast basis. As suggested by Savills it is the intention to discount the rooms for B&B stays; with Standard Rooms being charged at £75 plus VAT per room and Luxury Rooms being charged at £125 plus VAT per room. This strategy may prove counter-productive and alienate the wedding organiser so will need to be monitored.

It also assumed that there will be a 50% occupancy of rooms on nights when there are no events. It is therefore estimated that the B&B Business will generate an income of £528,000 in Year 3.

It is forecast that the number of nights available for B&B will fall as the demand for the wedding venue increases, meaning that the income is relatively consistent throughout the operational period shown.

St Osyth Priory Wedding & Event Financial Analysis											
Increase per head per annum			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Income		Rooms	2022	2023	2024	2025	2026	2027	2028	2029	2030
			Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Bed & Breakfast Accommodation											
Bed & Breakfast Bedroom Suites Accommodation @ £75 plus VAT per room		22	£1,974	£2,024	£2,074	£2,126	£2,179	£2,234	£2,289	£2,347	£2,405
Bed & Breakfast Gate House Accommodation @ £125 plus VAT per room		14	£1,885	£1,932	£1,980	£2,029	£2,080	£2,132	£2,186	£2,240	£2,296
Bed & Breakfast Cottage Accommodation @ £75 plus VAT per room		5	£449	£460	£471	£483	£495	£508	£520	£533	£547
		41									
Remaining nights available after weddings and events			307	276	262	254	243	227	227	227	227
Occupancy Rates Forecast			40%	50%	50%	50%	50%	50%	50%	50%	50%
Income sub total			£528,095	£608,187	£592,845	£589,111	£576,500	£553,142	£566,971	£581,145	£595,674
B&B Income			£528,095	£608,187	£592,845	£589,111	£576,500	£553,142	£566,971	£581,145	£595,674

(B&B revenue)

WEDDING & EVENTS

As set out in Part I, it is proposed to offer the venue for Weddings, Corporate Events and private parties.

A detailed cashflow of the individual elements is provided at Appendix A and a summary table is set out below. It is forecast that the revenue from wedding events will be approximately £545,000 in Year 3, rising to £1,682,811 in Year 11.

St Osyth Priory Wedding & Event Financial Analysis									
	Increase per head per annum								
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	2022	2023	2024	2025	2026	2027	2028	2029	2030
Income	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Wedding Income total	£286,719	£489,811	£602,468	£658,698	£738,463	£865,056	£886,683	£908,850	£931,571
Total number of Weddings	22.5	37.5	45	48	52.5	60	60	60	60
Average Events per Week	0.4	0.7	0.9	0.9	1	1.2	1.2	1.2	1.2
Corporate Event Income	£119,534	£153,152	£167,447	£193,087	£219,905	£247,942	£254,141	£260,495	£267,007
Total number of corporate events	17	21	23	25	28	31	31	31	31
Average Events per Week	0.3	0.4	0.4	0.5	0.5	0.6	0.6	0.6	0.6
Private Event Income	£88,842	£121,417	£124,453	£140,127	£166,413	£183,773	£188,367	£193,076	£197,903
Total number of private events	12	16	16	18	21	23	23	23	23
Average Events per Week	0.2	0.3	0.3	0.3	0.4	0.4	0.4	0.4	0.4
Wedding Catering Income	£15,750	£26,905	£33,094	£36,182	£40,564	£47,518	£48,706	£49,923	£51,171
Wedding Drink Income	£24,230	£41,393	£50,913	£55,665	£62,406	£73,104	£74,932	£76,805	£78,725
Event Catering Income	£5,918	£7,582	£8,290	£9,560	£10,887	£12,275	£12,582	£12,897	£13,219
Event Drink Income	£4,552	£5,833	£6,377	£7,354	£8,375	£9,443	£9,679	£9,921	£10,169
Spa Income	£0	£61,990	£63,540	£79,601	£101,989	£114,043	£116,894	£119,816	£123,046
Total Income	£545,544	£908,085	£1,056,581	£1,180,275	£1,349,002	£1,553,154	£1,591,982	£1,631,782	£1,682,811

(Wedding & Event revenue)

SUMMARY REVENUE

The table below provides a summary of the gross income forecast for the respective elements of the Business Plan. As shown, it is projected that income will increase from £1.25m in Year 3, to £3.7m in Year 11.

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Gross Income												
Weddings & Events	£0	£0	£0	£545,544	£908,085	£1,056,581	£1,180,275	£1,349,002	£1,553,154	£1,591,982	£1,631,782	£1,682,811
Bed & Breakfast	£0	£0	£0	£528,095	£608,187	£592,845	£589,111	£576,500	£553,142	£566,971	£581,145	£595,674
Glamping	£0	£0	£0	£75,468	£96,694	£99,111	£121,907	£124,955	£128,079	£131,280	£134,562	£137,927
Visitor Centre	£0	£0	£0	£97,132	£464,260	£625,743	£847,748	£1,005,509	£1,124,488	£1,191,575	£1,286,539	£1,326,889
TOTAL	£0	£0	£0	£1,246,240	£2,077,226	£2,374,280	£2,739,041	£3,055,965	£3,358,863	£3,481,809	£3,634,028	£3,743,301

(Total Revenue)

DRAFT

APPENDIX O EXPENSES

STAFF

As set out in Savills' Business Plan November 2017, if the weddings and events business is managed internally it will require one full time Wedding and Events Coordinator, who will manage the team and sales and administration process; supported by a full-time Marketing Manager. Both roles will include responsibilities across all enterprises and as the number of weddings and events increases, a second Wedding and Events Coordinator will also be recruited. These staff will be supported by a full-time Front of House Manager, responsible for managing events on the day.

In addition, casual cleaning/housekeeping and bar staff and a full time Gardener/Handyperson will be recruited to operate the business and the cost of their employment is included in our financial analysis.

	2019 Year 0	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11
Weddings & Events	0.0	0.0	0.0	4.8	5.7	6.1	6.5	6.9	7.5	7.6	7.7	7.8
Bed & Breakfast	0.0	0.0	0.0	2.6	2.9	2.7	2.7	2.5	2.4	2.4	2.4	2.4
Glamping	0.0	0.0	0.0	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Visitor Centre	0.0	0.0	0.0	0.0	8.6	9.1	10.4	10.8	11.0	12.1	12.2	12.5
Rentals	0	0	0	0	0	0	0	0	0	0	0	0
Trust Rent @90%												
TOTAL	0.0	0.0	0.0	7.5	17.4	18.1	19.7	20.4	21.1	22.3	22.5	22.9

(Staff requirements full-time equivalent)

Job Role	Salary
Marketing Manger	£32,000
Wedding & Events Coordinator	£24,000
Front of House Manager	£26,500
Gardener	£23,000
Bar Staff	£240 per event
Cleaning Staff	£408 per event
Breakfast Staff	£90 per day

(Staffing Salary assumptions)

GENERAL OVERHEADS AND OPERATING COSTS

Details of General Overheads and operating costs are provided in Appendix A and summarised in the table below:

Income	2019 Year 0	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	2027 Year 8	2028 Year 9	2029 Year 10	2030 Year 11
Operating Expenses/ Overheads												
Wedding/ events operating expenditure	£0	£0	£49,684	£184,194	£259,765	£284,142	£308,220	£340,660	£374,601	£381,571	£388,691	£400,064
Wedding/ events accommodation expenditure	£0	£0	£0	£66,154	£103,796	£120,262	£128,972	£142,313	£160,641	£160,641	£160,641	£160,641
Wedding/ events General Overheads	£0	£21,852	£32,592	£475,069	£472,303	£489,787	£507,635	£526,588	£546,576	£565,571	£585,306	£605,918
Total Wedding/ events expenses & overheads	£0	£24,038	£90,504	£791,344	£909,071	£971,584	£1,026,412	£1,096,286	£1,173,935	£1,202,496	£1,232,037	£1,267,221
B&B operating expenditure	£0	£0	£12,674	£234,414	£263,895	£253,116	£247,367	£238,290	£225,353	£226,999	£228,688	£230,422
B&B General Overheads	£0	£21,852	£32,592	£475,069	£472,303	£489,787	£507,635	£526,588	£546,576	£565,571	£585,306	£605,918
Total B&B expenses & overheads	£0	£12,925	£28,307	£486,386	£512,511	£506,394	£506,111	£502,249	£494,207	£502,808	£511,658	£520,763
Total Glamping expenses & overheads	£0	£0	£49,034	£51,358	£55,737	£55,687	£61,700	£64,045	£66,485	£69,034	£71,667	£74,418
Total Visitor Centre expenses & overheads	£0	£5,797	£5,797	£293,859	£671,830	£770,040	£908,820	£989,209	£1,047,123	£1,104,156	£1,162,667	£1,197,470

(Expenses and overheads)

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ST OSYTH PRIORY

ADVICE RELATING TO THE BUSINESS STRATEGY SUBMITTED BY CITY AND COUNTRY ON BEHALF OF THE OWNERS

INTRODUCTION

The Section 106 agreement reached after termination of the 2016 Planning Inquiry relating to St Osyth Priory required the owners (referred to here as the Sargeant Family – TSF) to submit a Business Strategy for how the main heritage assets at the priory (“Part 3 Buildings”) would be restored over 10 years. It was to have agreement of the St Osyth Priory and Parish Trust (the Trust). Tendring District Council (TDC) had to give reason if they did not accept it and suggest alternative approaches that would be more acceptable.

City and Country (C&C), a company owned by TSF that specialises in development of historic buildings, submitted the Business Strategy¹ in late 2018.

TDC asked us to review it. We produced a draft report dated 6 January 2019. It was reviewed by Paul Drury of Drury McPherson Partnership, a heritage expert who has advised TDC about St Osyth for many years.

This paper aims to help TDC’s Planning Committee understand the situation and recommends an approach to be taken.

CONTEXT

Two main matters were under consideration at the Planning Inquiry.

The first was the amount and nature of enabling development that would be acceptable without causing unacceptable harm to the historic environment of the priory. Mr Drury gave evidence about that for TDC.

The second was the size of the conservation deficit. I gave evidence about that. I produced a detailed assessment of options for the priory and concluded there was reasonable chance that the heritage assets could be fully conserved over time with proceeds from scale of enabling development considered acceptable by Mr Drury.

This could be done through leveraging the funds from the enabling development to obtain grants from the Heritage Lottery Fund (requiring participation of a charitable trust) and other organisations, establish a functions-orientated business that could borrow money and reinvest profits, and set up a training scheme to assist with repairing structures like walls.

This conclusion implied that the conservation deficit was, in practice, lower than suggested by TSF. I explained the mechanics in my written evidence to the Inquiry.

¹ St Osyth Priory Business Plan Part 3, dated November 2018.

My advice was contrary to that of a surveyor from BNP Paribas, who had been jointly appointed by TDC and TSF.

Savills had been appointed by TSF to consider what might be done to develop a business at St Osyth. They also concluded that a functions-orientated business could succeed.

The Inquiry was terminated mid-point by a settlement. TSF agreed to the amount of enabling development that Mr Drury had advised was the maximum acceptable. A development strategy along the lines Savills and I recommended was agreed, the detail to be worked up.

The terms of this settlement meant there was no need to resolve the hypothetical size of the conservation deficit. It became irrelevant.

TDC agreed with TSF what works would be done from proceeds of the agreed enabling development. Much of it has now been done.

Colliers hosted four meetings from November 2017 to July 2018 to discuss the Business Strategy. Representatives of Historic England and Essex County Council attended some. TDC was represented by Catherine Bicknell, Mr Drury and I. TSF were represented by Mr Tim Sargeant and Mr Sam Bampton, a C&C project manager leading work on the scheme. I also visited St Osyth to discuss the strategy with Mr Sargeant and Mr Bampton. The meetings were, on balance, productive. They resulted in agreement of a strategy, which I summarised in a note. I made amendments after feedback from Mr Sargeant. It is attached as an appendix to this note.

The note would be adequate compliance with the S106 requirement if TSF and the Trust confirm they agree it.

TSF submitted versions of a business plan that incorporated the evolving strategy before each of the meetings. Their recent submission is the latest incarnation. Each contained an estimate of the conservation deficit for the estate based on what TSF had submitted to the Inquiry. I made clear, on behalf of TDC, at each of the meetings, that we did not accept this calculation or approach. I asked that it be removed or qualified with a statement confirming it was not agreed by TDC. Mr Sargeant asked Ms Bicknell directly at the second meeting whether my statements represented the view of TDC, and she told him it did.

C&C, on behalf of TSF and the Trust, made an application to the Heritage Lottery Fund (HLF), in line with the agreed strategy, in August 2018. It was unsuccessful. HLF announced a new strategic plan in January 2019 (including a change of name to National Lottery Heritage Fund – NLHF). It states that Tendring is one of 13 districts nationwide that will be given preferential treatment for funding². This is a big opportunity for St Osyth.

² Because of a combination of high socio-economic deprivation and low HLF investment to date.

THE SUBMITTED BUSINESS STRATEGY

The document is not in a conventional form for a business plan and is difficult to read and understand. There is no evidence the Trust has been engaged in preparing it.

It reflects, at heart, the agreed business strategy, and that aspect is acceptable, albeit not ideal. I believe greater progress could be made if there was a more concerted effort to get the business established and operational.

The strategy is overlaid by another assertion of TSF's estimate of the conservation deficit for the whole estate. It says the conservation deficit for works not covered by agreed enabling development is c.£27 million, assuming c.£5 million of grants are obtained (c.£32 million if not) and this must be covered by enabling development.

The enabling development would have to be in other locations in the district because it has been established that no further enabling development is possible at St Osyth Priory.

One location, Foote's Farm, is identified.

Over 500 new houses³ would be needed on land currently considered inappropriate for housing development to cover £27 million.

That estimate assumes a normal approach to calculating the contribution from enabling development, based on the value added to the site by the grant of planning permission for housing development⁴. TSF seem to be suggesting, however, that the proposed contribution substitutes for the cost of providing the 30% affordable element required, in TDC policy, for housing developments. That could as much as double the number of houses needed.

Proceeds of enabling development are analogous to public funding⁵. These proposals would represent exceptionally poor value for public money. To illustrate, 10 guest suites created in Darcy House would, according to the plan, require public subsidy of c.£670,000 each.

The scale of the problem seems, as has always been the case, to be overstated.

The enabling development so far agreed has covered more than 40% of work needed to restore the priority buildings. About 75% will have been dealt with if £5 million of grant funding can be obtained. About two thirds of all heritage assets at the priory will have been cared for if the grants can be obtained.

That leaves a challenge to find a solution to the remaining structures, but it is manageable and there are options as to what could be done.

³ An approximate estimate made by ourselves based on figures quoted in the Business Plan for contributions that might be expected from houses in different locations in the district.

⁴ Paragraph 1.1.1 of Historic England Guidance on Enabling Development.

⁵ Paragraph 3.5.1 of Historic England Guidance on Enabling Development.

A hypothetical estimate of the conservation deficit for the whole estate has only one use now, which is to justify random off-site enabling development.

TSF's business plan uses it as a "pot" to dip into to get permission for development on sites in the district not zoned for housing.

Such an approach could not comply with NPPF and Historic England guidance on enabling development.

That emphasises that enabling development is a solution of last resort and must be justified through rigorous procedures, both in understanding the benefits to the heritage asset concerned and sacrifices the enabling development represents.

It can only be considered on a case by case basis, therefore, both in terms of the heritage asset(s) to be restored and the site to be used to generate funds.

SUMMARY

There does not appear to be an issue, in practice, with the actual business strategy. It was agreed last year.

The main immediate requirement is to be sure that the golden opportunity presented by the new NLHF strategy is not wasted. This requires a professional approach, with full and open partnership between TDC, TSF and the Trust, because applications are highly competitive, even with preferential treatment.

The problem is with the hypothetical conservation deficit that TSF continue to quote as justification for further enabling development.

The only reason for its existence is to justify random enabling development around the district. Accepting the submitted Business Plan would imply acceptance of that approach. That would be contrary to planning rules and prejudice the interests of communities affected.

Further enabling development to benefit buildings at St Osyth may be warranted, but it should be justified on a case by case basis for both heritage asset(s) concerned and site of proposed enabling development.

There is nothing to be gained from further argument about what the hypothetical conservation deficit for the whole estate is. It is no longer of practical use.

RECOMMENDED REASONS REFUSING THE SUBMITTED BUSINESS STRATEGY

1. The Business Plan contains neither realistic nor viable proposals to secure the restoration of the Part 3 Buildings (specified in the Section 106 agreement) within the relevant 10 year period and therefore has not shown that it can deliver on its essential aim under the Agreement.

2. This is because it is reliant upon enabling development proposals of unidentified scale and location justified by reference to a claimed Conservation Deficit of a minimum of £26M which is only partly related to the restoration of the Part 3 Buildings. Further, the scale of enabling development and / or public subsidy inherent in this approach appears out of proportion to the public benefits secured and would be unlikely ever to be sanctioned. It is therefore an approach which is neither realistic nor viable in practice.
3. As has been consistently maintained by the Council in meetings throughout 2018, the approach of this submitted Business Plan should be discarded in favour of a pragmatic, bespoke Business Plan which excises all references to estate-wide Conservation Deficits and focuses on grants, loans or enabling development directed at addressing the needs of the individual Part 3 Buildings or groups of those buildings on a case by case basis.

An approach which reflects the agreed strategy at Appendix 1 and the content of this refusal provides the way forward for the Business Strategy.

Further proposals for enabling development for restoration of Part 3 Buildings in line with the Business Strategy must contain detail of the specific heritage asset(s) that would benefit and the proposed development site. This must include a viability appraisal for the heritage asset(s) concerned that has:

- An up to date condition survey for the heritage asset(s).
- An assessment of options for the Part 3 Buildings, in the context of the agreed strategy for the estate (appended to the Colliers Report at Appx.1), including options for spatial layout. Options should include a minimum cost option to make the asset(s) safe over the medium term. The assessment of options should involve, as a minimum, a business planner, conservation architect and quantity surveyor.
- Drawings for the preferred option.
- Costs of the options, verified by the quantity surveyor, and including professional fees, project management and enabling / infrastructure works.
- An estimate of income that will be generated, both from the asset itself and from other incremental income to the site resulting from it.
- An estimate of the true conservation deficit in respect of the relevant Part 3 Building(s), if the heritage asset(s) has income generating potential. This should not include a current market value because assets that have a conservation deficit should not have market value. Any development profit should reflect genuine financial risk taken in restoring the heritage assets concerned. Financial risk is related to the amount of equity contributed and/or security provided for loans.

D Geddes – 22/02/19



APPENDIX

1 VISION FOR ST OSYTH

ST OSYTH DEVELOPMENT STRATEGY

This is a record of agreement reached in a series of meetings held between late 2017 and June 2018 about the strategy for restoring to sustainable use the heritage assets forming St Osyth Priory. The meetings were attended by the owners, the Sargeant family (represented by Tim Sargeant and Sam Bampton), Tendring District Council (represented by Catherine Bicknell, Head of Planning, and their advisors, David Geddes of Colliers and Paul Drury, of Drury McPherson Partnership), Essex County Council (represented by Tim Murphy, Historic Environment Manager), Historic England (represented by Andrew Martingdale).

STRATEGY

The strategy is to use the proceeds from agreed enabling development, any grants that can be secured, especially from the Heritage Lottery Fund, and commercial funding to restore the heritage assets in a manner that makes the priory into a successful business operation.

The property is owned freehold by the Sargeant Family (the Family). There is an agreement that they will grant a 90-year lease to a charitable trust, St Osyth Priory & Parish Trust (the Trust) on the commercial use properties that the Trust are able to secure grant funding to restore in full. The Family or their nominated operating company will take a lease on the properties restored with assistance from the Trust at a market rent.

Surpluses that are generated from the Trust, plus any further grants, commercial funding and proceeds from enabling development will be used to continue restoration work until all the heritage assets are secured for the long term.

Grants and revenue generated from the Trust operations will also be used to create training schemes and fund continuing restoration work.

The whole estate will be managed as a single holistic entity to ensure the group value of the heritage assets is sustained and where possible enhanced. The Family via their freehold ownership or leasehold interests over the Trust properties will manage the estate as a business, which will seek, so far as is compatible with sustaining its heritage values, to maximise profits, in order to increase the property values. This will, in turn, reduce the conservation deficit and increase the potential for viable commercial loans that will assist with the restoration of further properties.

It is the ambition to restore the heritage assets of the precinct within 10 years.

The first major grant application will be to Heritage Lottery Fund's Heritage Enterprise Fund.

There will be two main components of the business based on this strategy.

The first will be functions and accommodation-orientated, akin to a hotel. The core of this will be weddings and other functions held in Darcy House West (including Abbots Lodging) and the Tithe Barn, plus letting accommodation provided in other buildings.

The second will be visitor-attraction orientated. This will be a combination of heritage attraction and country park, with an attractive retail and food and beverage component.

Darcy House West and the Tithe Barn plus enough space around them to provide privacy, will be closed to visitors while events are taking place and for a reasonable set-up period but will normally otherwise be open to visitors. Most of the priority precinct will be accessible to the public, with some restrictions to provide privacy for people staying in the buildings or to cater for exclusive functions where financially desirable.

Circular walks around the Park will be part of the visitor offering. These will be open in combination with the café, gift shop and farm shop but will be closed to the public outside of operating hours to ensure security and allow appropriate management.

SITE LAYOUT

It was agreed that to deliver the vision set out above, maximising public access, that the optimal site layout appears to be:

- A new build café and entrance building of appropriate architectural standard, alongside a children's play area, to the west of the cart shed, possibly containing a kitchen capable of preparing food for functions. Outdoor seating on either side (south side overlooking garden in front of the building, and north side overlooking play area). Retention of the Atcost barn, preferably with cosmetic improvement to the exterior, for indoor play. Base for cycle hire and other activities on the estate. Starting point for walk through the park.
- Cart Shed used for food-orientated shop.
- Ground floor of Dairy used for gifts-orientated shop; upper floor for offices.
- Tithe Barn used for events and pop-up commercial activity in summer holidays, school groups during term time. A service kitchen, of a size to be dictated by whether the wedding operator will cook on site and/ or whether one is provided within the new build café. The removal of the café, as currently consented, from the Tithe Barn will allow the amount of space for events to be maximised, enabling larger wedding parties.
- Abbots Lodging used for functions space, with capability to do both wedding ceremonies and wedding breakfasts, plus other types of event.

- Darcy House West Wing (once accommodation for the Family in the Park is complete) to be bar, boardroom style meeting room and lounge / tea room on the ground floor; 3 luxury rooms for let on first floor.
- Abbots' Tower and the Chapel to be a visitor attraction, with the tower containing an exhibition on the story of St Osyth. The Chapel will be available for smaller wedding ceremonies and the St Osyth Day service.
- Gatehouse, Bailiff's Cottage (once the Family accommodation in the Park is complete) and Slip Cottages (in short to medium term) to be used for visitor accommodation.
- The Slip Cottages may be retained as visitor accommodation in the longer term if there is demand (there are few wedding venues in Essex with 50+guest suites) Darcy House East and South to be used once funding has been secured.
- Parking for visitor accommodation and functions off Colchester Road. Area between Darcy House South and Chapel ideally landscaped, allowing greater access to pedestrians around the Precinct area.
- Spa in the Walled Garden or vaulted rooms in Darcy South (subject to inspection of archaeology).
- A loop walk through the park accessed via the existing personal gate in the western boundary wall, ending in the wilderness garden and then out to the Bury.

The layout is shown on an attached plan.

It is recognised that there may need to be a time curfew on weddings while properties in the Precinct remain in residential use.

DEVELOPMENT PARTNERSHIP (Subject to HLF endorsement)

It is understood that the development of elements that involve grant funding will be managed by a partnership between the Trust and City & Country, the development company owned by the Family.

City & Country will be paid a development management fee that will be transparent and reasonable in relation to what would normally apply in the market. It will include a bonus element that relates to the success and delivery performance of the Trust's grant application and subsequent delivery of the restoration work on behalf of the Trust.

City & Country's work will include the development management, managing the elements of constructing and delivering projects, including funding, selecting professionals and contractors, and overseeing the works.

OPERATION / ONGOING DEVELOPMENT

The business will be managed by an operating company set up by the Family (to create a separate commercial entity). The operating company will manage the site on behalf of the Family, in collaboration with the Trust. The section 106 agreement has an agreed mechanism by which trustees can influence operations.

The operating company will either manage all elements of the business itself or contract elements of the operation to one or more specialist commercial operating companies (either through an operating agreement, or the operator taking a lease). It is the intention to contract the management of weddings and other functions to a specialist operator.

The operating company will pay a rent to the Family for space it uses. This will be reasonable in relation to market values and expected to be in the range £8-12 per square foot.

A proportion of any profits made by the operating company over a certain level (i.e. super profits) will be channelled to the Trust to facilitate their work, on the understanding that all parties will work together to find a solution that delivers restoration of the heritage assets over 10 years. The formula for this will be agreed by SOPPT and the Trust at an early stage.

The Trust will have a 90-year lease for parts of the site for which they have obtained grant funding. This is envisaged as initially being the Tithe Barn (plus Dairy and Cart Shed) plus new build café and play area, which will be the subject of the Heritage Enterprise application.

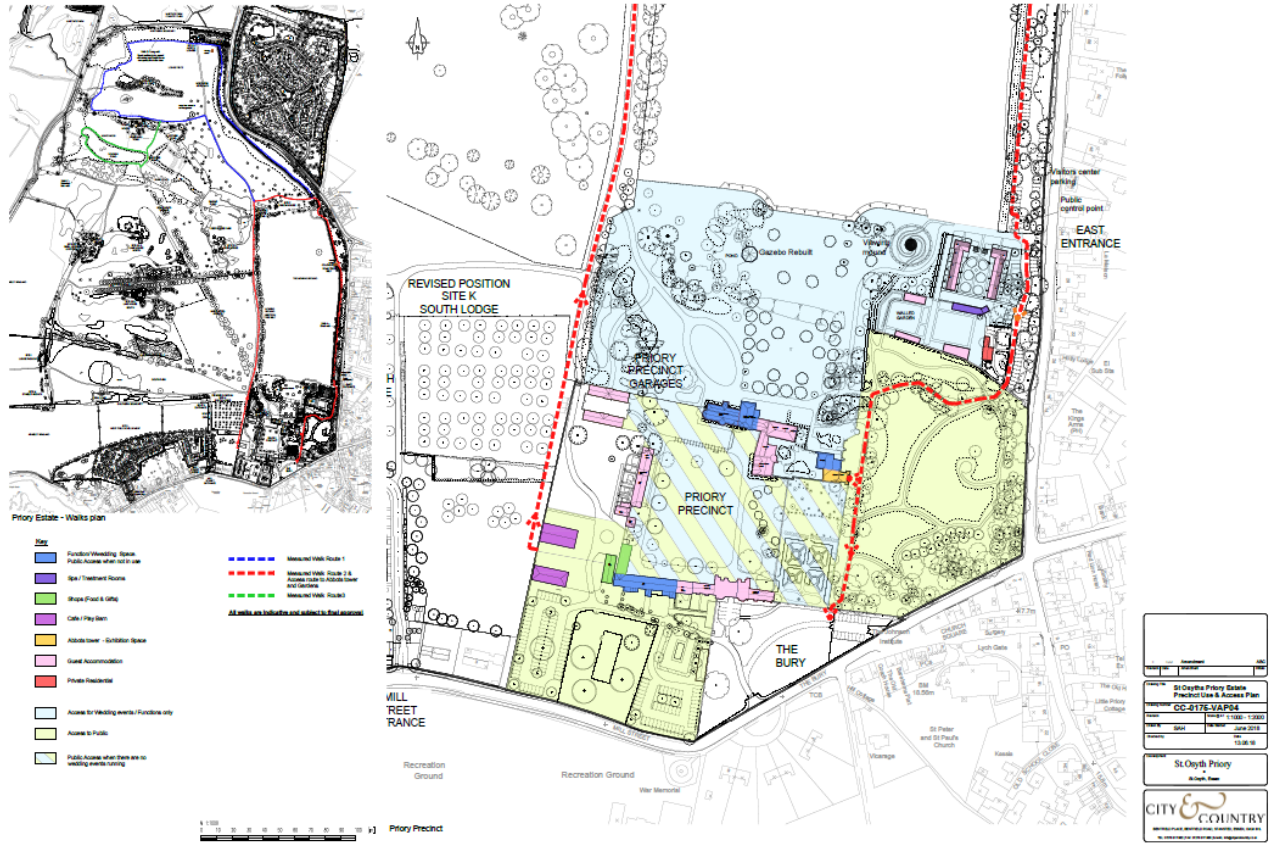
They will sub-lease to the operating company or commercial operator, who will pay a market rent. This is expected to be £12-£14 psf, c.£130,000 per annum plus an allowance for inflation.

The Trust will use the rent, supplementing it with grant funds where possible, to take on the restoration of other heritage assets on the site, with the development work managed for them by City & Country. The operating company / commercial operator will pay a market rent for the additional buildings restored in this way. This will be a peppercorn for any assets, like walls, that do not directly generate income.

It is understood that the Family wish to use proceeds from enabling development from other sites they might acquire in the district to assist with restoring the heritage assets. TDC is obliged to consider these proposals on their individual merit, but understands the value enabling development could have in ensuring that all the heritage assets at the priory are restored and the scale of the challenge in securing enough funding to make it possible.

DG – 22 July 2018

Figure 1: Agreed masterplan for the site



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From: Samuel Bampton <s.bampton@pelham-structures.co.uk>
Sent: 11 December 2018 11:18
To: Catherine Bicknell; Matthew Lang
Cc: Tim Sargeant
Subject: RE: STO ED values in Tendring District.

It is also probably worth noting that if you remove the £2m to be held in abeyance that the figures in column for are reduced to 288, 350 and 766 accordingly.

Kind regards
 Samuel Bampton



Unit 3 Brices Yard, Butts Green, Langley Upper Green, Saffron Walden, Essex. CB11 4RT
 Tel: 01799 551 261 Mobile: 07792 057 538 E-mail: s.bampton@pelham-structures.co.uk Website: www.pelham-structures.co.uk

From: Samuel Bampton
Sent: 11 December 2018 11:02
To: 'cbicknell@tendringdc.gov.uk' <cbicknell@tendringdc.gov.uk>; 'Matthew Lang' <mlang@tendringdc.gov.uk>
Cc: 'Tim Sargeant' <Tim.Sargeant@cityandcountry.co.uk>
Subject: RE: STO ED values in Tendring District.

Sorry Tim has just pointed out that my Table isn't the clearest.

The two important columns are 4 and 5,. Column 4 shows how many open market houses would be need in each area to address the £26,520,000 conservation deficit. Column 5 shows how many affordable plot substitutions would be required. Column 6 is the total number of houses that would be required to deliver column 5 because they would only make up 30% of an overall scheme being TDC affordable housing requirement. In short if you built a ED development in Mistley of 312 units it would address the deficit in full, whereas you would need to build 828 in Clacton.

1	2	3
	Open Market Plot Value	Aff Plot Value
Mistley, Manningtree and Lawforad	£85,000	£42,500
Villages (Great Bentley & Thorpe-le-soken)	£70,000	£35,000
Clacton-on-Sea	£32,000	£24,000

Again any questions please don't hesitate to contact me.

Kind regards
 Samuel Bampton



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From: Samuel Bampton
Sent: 11 December 2018 10:48
To: 'cbicknell@tendringdc.gov.uk' <cbicknell@tendringdc.gov.uk>; 'Matthew Lang' <mlang@tendringdc.gov.uk>
Cc: 'Tim Sargeant' <Tim.Sargeant@cityandcountry.co.uk>
Subject: STO ED values in Tendring District.

Morning Cath,

As requested please see below a rough estimate of the number of units that would be required to address the conservation deficit. The values are based on our own experience and the asking prices for sites being advertised in the district. I would though caveat that the market sentiment at the moment isn't great given the BREXIT position and the values could easily be 10-15% lower. However, we are hopeful that when BREXIT is concluded that these levels will return.

	Open Market Plot Value	Aff Plot Value
Mistley, Manningtree and Lawford	£85,000	£42,500
Villages (Great Bentley & Thorpe-le-soken)	£70,000	£35,000
Clacton-on-Sea	£32,000	£24,000

If you have any questions please don't hesitate to ask.

Kind regards
Samuel Bampton



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Some Fundamental Points in relation to Colliers' Report on The St Osyth Priory Estate Business Strategy

1. Colliers incorrectly report what was agreed at the Inquiry. What was agreed was documented within the planning permissions (16/00656/FUL & 16/00671/FUL), which were issued 18 November 2016. Both these planning permissions contained a condition with regard to the Heads of Terms for the s106 too. The Heads of Terms in relation to the Business Plan was simply the following requirement, "***the preparation of a business strategy for the Priory to demonstrate the delivery of the 'aim' described in para 1(a).***" Para 1(a) is the aim to deliver the buildings in schedule 1, the Council's priority list of buildings, within 10 years. This is not a guarantee but rather a business strategy that aims to deliver the list of buildings identified by the Council. There is **no** requirement to minimise the enabling development it could simply be a credible strategy that is deemed to be delivering the aim.
2. This translated into the s106 dated 14-3-18, being the document against which this Business Strategy is to be tested; although the above is the context. It is not Colliers' place to introduce new requirements or variations to the agreed planning permission or the s106 or to misrepresent the facts. This could lead the Council into a potential breach of contract.
3. The Business Strategy requirement will be satisfied by the following s106 definition:
 - "***Business Strategy***" means a business plan that will leverage available grant and commercial funding in conjunction with Enabling Development in accordance with clause 4.2 that will seek to deliver within 10 years of the date of Commencement the restoration of the Listed Buildings
4. The overall strategy is therefore set by the s106 and has the aim to repair the buildings in the schedule, over 10 years; using the three funding sources of grant, commercial funding and enabling development. The agreement related to the granted Enabling Development, which pump primes the match funding to maximise the potential grant funding. If the Trust achieves grant funding, these combined monies will ultimately produce an income for the Trust via rent that can be recycled on the site and in theory gain further grant funding. This principle was agreed at the Inquiry, covered in the planning permission and the subsequent definition. It has also been agreed, pre and post Inquiry, that there is a limit to grant funding that can successfully be achieved over the 10 year period and that this is likely in the region of £5m.
5. The s106 has some other key definitions and clauses that are to be used to test the suitability and conformity of the Family's Business Plan to the s106. These definitions are: -
 - "***Conservation Deficit***" The amount by which the cost of repair (and conversion to optimum beneficial use if appropriate) of The Priory Estate, being the designated heritage assets exceeds its market value on completion of repair and conversion, allowing for all appropriate development costs in accordance with the Restoration Scheme and relevant practice and guidance at the date of this agreement.
 - "***Enabling Development***" means such applications for further development that would facilitate any shortfall in funding to achieve the aim within 10 years of the full restoration and viable reuse, where feasible of those buildings listed in Schedule 1 part 3
 - "***Restoration Scheme***" those parts of the written scheme of works and specifications for the restoration of the Listed Buildings prepared by Carden & Godfrey and entitled Survey of Condition with Historical Notes and Repair Recommendations dated 2009 updated by site review of current condition May/June 2010 and as altered at the request of English Heritage to lessen the amount of work so as to better accord with good conservation practice and to reduce the Conservation Deficit together with the McBains Cooper Cost Plan dated March 2012 as amended by the BNP Paribas Report November 2014 and November 2016 as are set out in Appendix 1 and subject to available funding as set out in Schedule 1 clause 4.2 but not further or otherwise
6. The main differences between the parties could be summarised as: the approach, the costs and the criticism from Colliers that the enabling development is yet to be defined so cannot be deliverable and that enabling development will negatively impact on communities. The criticisms about the structure and language have been set to one side as this is easily fixed and the headings/format were largely what Colliers had suggested in an earlier discussion.
7. The negative impact on communities would be determined by any planning consent and, in any event, is unlikely given the housing crisis and TDC's lack of a five-year land supply. 279 new units have already been approved on or adjacent to The Priory and they have, on balanced, been deemed to be beneficial in one of the more sensitive of locations in the District. It is therefore very probable that the additional enabling development required to make up the shortfall, as set out above, could credibly and viably be

Some Fundamental Points in relation to Colliers' Report on The St Osyth Priory Estate Business Strategy

achieved. This is even more likely if TDC embrace the creative solution that the Family has suggested with regard to affordable housing on Foots Farm, whether in whole or part.

8. The overall strategy was agreed at the November 2016 Inquiry and is considered to be viable and obviously therefore not flawed. This has flowed through into the s106. The issue is due to the limits on grant funding and commercial funding, and therefore the amount of enabling development that is required to viably solve the problem. The Family feel confident, given their track record, that they will successfully address this shortfall. Obviously if more grant funding was available, the amount of enabling development could be reduced. The s106 allows for revisions. There is no stated requirement of this Business Strategy to minimise the need for enabling development. It is making up the shortfall that is required to complete the aim. Colliers are therefore wrongly asserting their own views with regard to enabling development. They are failing to follow both the s106 and the HE 2008 enabling development guidance. This is causing further damaging delays. These assets are and have been since 2007 on the Historic England At Risk register.
9. The Family's Business Plan clearly identifies the three funding streams, the amounts raised via each source and the reasons that these assumptions have been made. Enabling Development is simply making up the shortfall and the Family has held in abeyance a sizeable sum to cater for an improvement in grant or commercial funding. It has also provided for significantly more grant funding than was thought possible at the time of the Inquiry.
10. It is relevant to note that the amounts and timings of grants and/or commercial loans are not significantly called into question. Colliers recognise that the HLF grant funding bid could fail and they concede that this would lead to a requirement for more Enabling Development.
11. Colliers have identified the possibility of the Council providing loans. This was a suggestion first raised by the Family but to date the Council have not taken this suggestion forward. If this was possible, it could enhance the deliverability of the plan and reduce some costs. Cath Bicknell has been emailed separately on this point. The Family and the Trust would willingly embrace more advantageous loans from the Council than those contained within the Business Plan. This can be easily justified by the Council, based on the potential positive economic impact the development, if successfully realised; would have on the entire district. The Council need to advise whether and on what terms, if any, they would lend; so the Business Plan can be adjusted accordingly.
12. The Business Plan does not yet take into account another idea that had been suggested by the Family; which would take benefit of the Gift Aid provisions available to the Trust to enhance the £1.2M monies the Trust receives by a further £300,000. This would need to be approved by HMRC but before that we need the Council to agree the proposal and supply a signatory for the escrow account as part of the s106 provisions. The Trust and Family will thereafter adjust the Business Plan to align with this; if accepted by both the Council and HMRC.
13. As was evidenced at the recent meeting on 14.1.19 and by the failed Round 1 HLF bid, that grant funding is far from certain but all parties believe it will be achievable. It is not guaranteed but it would be wrong not to include it at this early stage.
14. The Commercial funding terms are also not guaranteed but what has been included is the best estimate. The Council could ensure the terms with their own involvement.
15. The quantum of enabling development that is required to close the funding gap feasibly and viably, has always been the major problem for the Council and their consultants. The optimum way to reduce the amount of enabling development is to do something rather than nothing; to back people with a proven record of creating successful place-changing developments that increase property values and therefore reduce the Conservation Deficit. When nothing happens costs escalate, as can be seen from the Business Plan and the relative inactivity with regard to funding since the Inquiry.
16. The approach that Colliers advocate is not to be found in the HE guidance. It is akin to the approach for historic entities¹ but in the HE guidance this requires that the end value of the property is *not* deducted as the historic entity is not to be sold. If Colliers faithfully followed this approach, based on the figures at the Inquiry; it would have added circa £12.7M to the Conservation Deficit.

¹ An historic entity is an outstanding ensemble of historically associated buildings, often land (which may include archaeological remains) and normally contents, whose significance would be inevitably and materially harmed by break-up and sale

Some Fundamental Points in relation to Colliers' Report on The St Osyth Priory Estate Business Strategy

17. The Colliers report uses out of date and the incorrect construction costs and professional fees only; rather than all the appropriate costs. It produces a number which is not a Conservation Deficit as defined in the HE guidance or as required by the s106. See the definition of "Conservation Deficit" contained without the s106 and of particular note is the following, "**allowing for all appropriate development costs in accordance with the Restoration Scheme and relevant practice and guidance at the date of this agreement**". It is clear that in working out a Conservation Deficit the 2008 HE Enabling Development guidance should be used and all the development costs are to be included. Colliers have failed to do this.
18. The inclusion of Restoration Scheme within that definition also has a bearing on the Colliers report and its suitability. For the purposes of agreeing the Business Strategy/Plan we can see from the s106 definition that the specification is defined (Colliers suggest that this is reopened) and the cost base is also defined. The specification is the adjusted one provided by the Carden & Godfrey base and as for the numbers it is the BNP Paribas figures from the Inquiry, when they acted as a joint expert for all parties rather than the RNJ figures.
19. Colliers plan is based on RNJ numbers. These **were not** accepted by the Council's, Historic England's or the Family's jointly appointed expert at the inquiry. The Family's Business Plan has been based entirely on the jointly appointed expert's report, updated by third party indices and a mixture of figures produced by both Colliers and Savills so it represents the vision that has been agreed and is current.
20. The definition of Enabling Development makes it clear that this is the means by which any funding shortfall is made up - '*would facilitate any shortfall in funding to achieve the aim within 10 years of the full restoration and viable reuse*'. Colliers recognise there will be a need for enabling development², so it is the quantum that is the issue between the parties. We believe Colliers' approach is fundamentally flawed.
21. The other clauses of relevance to the discharging of the s106 process are those below:
 - 4. ADDITIONAL RESTORATION - (BUSINESS PLAN)
 - 4.1. *Subject to the grant of all necessary statutory and other consents and approvals and subject also to the availability of funding the Owner will separately aim to complete in conjunction with the BPT the restoration of the buildings on Schedule 1 Part 3 within 10 years of Commencement.*
 - 4.2. *The Owner will (in conjunction with the BPT) seek to generate income to facilitate such works in the following order of priority namely:*
 - i. *Grant funding*
 - ii. *Commercial borrowing on the Trust Property*
 - iii. *Additional Enabling Development*

So as to facilitate the completion of the said Restoration of the Buildings in 4.1 above
 - 4.3. *The Owner will in conjunction with the Trust prepare a combined Business Strategy that realistically and viably seeks to achieve the restoration of the Listed Buildings at Part 3 of this Schedule. The Business Strategy will be submitted to the Council for approval. Failure by the Council to respond within 20 working days will represent an approval to the request. In the event the Council does not agree to the Business Strategy they must provide reason/s for the refusal including an explanation of how it will fail to secure the future of the identified Listed Buildings and such other alternative that they would find acceptable. If there is a dispute this will be referred within 21 calendar days for determination in accordance with clause 5.*
 - 4.4. *Once the Business Strategy is agreed the Owner and Trust will subject to market forces and availability of suitable funding proceed using reasonable endeavours to deliver the Business Strategy. Similarly, without fettering the Council's powers unlawfully the Council will be bound to act where relevant and appropriate in accordance with the agreed Business Strategy. For the avoidance of doubt the Owner will not be required to proceed if the Business Strategy does not or will not deliver market returns of profit based upon the risks associated with the Business Strategy. If the Business Strategy is unviable then the Owner will prepare a new Business Strategy and seek approval with the Council as set out above. The process will be an iterative process over the 10 years.*
 - 4.5. *The Council or the Owner can annually on the date of this agreement seek the other to agree to the re-prioritise of the Restoration Scheme with regard the Target Listed Buildings in Schedule 1 Part 3. The party to whom the application is made has 20 working days to agree or otherwise. If, the*

² Section 2 "*although there is likely to be some conservation deficit*"

Some Fundamental Points in relation to Colliers' Report on The St Osyth Priory Estate Business Strategy

alteration alters the Business Strategy then this period will be extended to 3 months. Both parties acting reasonably need to agree to the proposed re-prioritisation and in the event of a dispute then within 21 days it is to be referred to an expert for determination otherwise in accordance with Clause 5 ante. The decision to alter, substitute and remove Trust Property will be determined by the Business Strategy and require the agreement of the Council such agreement not to be unreasonably withheld or delayed and subject also to provisions of clause 5 (Disputes) ante.

22. Clause 4.1 and 4.4 make clear the critical role that funding has to the success of the project.
23. Clause 4.2 has been embraced wholeheartedly by the Owner (The Family), by providing the funding costs of the phase 1 HLF bid rather than the Trust and suggesting the Council loan and Gift Aid proposals. It is therefore disappointing that there is criticism of the Owner in this regard.
24. Clause 4.3 includes the requirement that the Business Strategy needs to be realistic and viable. It does not need to be a guaranteed outcome. The Owner has not sought to enforce the required 20 day response timeframe, which was missed, in order to work collaboratively with the Council. This is why the misguided response from Colliers is so disappointing.
25. Clause 4.4 is of critical relevance as it does not bind the Council to approve unacceptable enabling development, but it simply requires that it agrees the funding shortfall that exists to deliver the aim; in accordance with the other s106 provisions. The agreement already provides that enabling development is the means to address this funding shortfall.
26. Clause 4.4 also makes it clear that the Owner does not have to accept or the implement the Council's Business Strategy if, in their opinion, it does not or will not deliver market returns for the associated risks. The Owner simply has to produce a new Business Strategy. A deadlock is not, however, in the interests of any party.
27. There is a dispute resolution clause within the agreement to assist with disputes and deal with deadlock situations.
28. Colliers have been very critical of the Business Strategy the Owners have produced. Their own report is overly emotive, littered with inaccuracies and not based upon the s106 obligations³. We have chosen not to deal with these now but will do so if progress is not made in light of this brief note. Save we invite the Council to consider the following statement from the Colliers report and interrogate it to see if it is an accurate representation of the facts:
 - *HLF has refused the application. They say it would have been stronger if it included accommodation, had a viability appraisal produced by an RICS surveyor, and more clarity about governance and management. Colliers made the same observations when the application was being prepared.*

What the HLF letter actually said was:

- *They considered that the sustainability of the project would be closely allied to separately funded guest accommodation. Risks were identified around the absence in the Viability Appraisal of a final market value provided by a RICS qualified professional, omission in the proposed timetable for assessment of the second round application and no explicit provision for producing the required Development Appraisal for the second round bid. Some concerns about proposed leasing and governance arrangements were also raised.*

The first point made by the HLF is an observation and it accurately reflects what the Family and their consultants have been telling from the outset if the proposal is to be really successful. Perversely Colliers has been advocating that accommodation was not essential. Even in this report they continue with this approach – “Darcy House West and the Abbot's Lodging could form a successful functions business, **with or without visitor accommodation.**”

³ “A hypothetical model for the whole estate, built on many dubious assumptions, is no longer relevant, therefore. It has no value. It would be inappropriate to use it to consider applications for grants, enabling development or loans” - “Cost estimates are not trustworthy” - “The way it is structured and written makes it almost unintelligible” - “The plan is opaque” - “The quality of the application needs to be substantially improved compared to the first effort, including greater transparency and demonstration of genuine community support, for realistic chance of success.”

Some Fundamental Points in relation to Colliers' Report on The St Osyth Priory Estate Business Strategy

Colliers did not mention in their critique of the draft HLF round 1 bid the need for a RICS valuation to accompany the HLF bid.

Colliers did not mention in their critique of the draft HLF round 1 bid the need for timetable to a round two bid. Whilst the bid did not explicitly contain this it was implicit in the detail [the cashflow and text]

Colliers did not mention in their critique of the draft HLF round 1 bid the need for an explicit requirement for a development appraisal for the second round bid.

Colliers have raised concerns in the past about governance arrangements and they were seemingly satisfied with the response as evidenced by the s106 and further exchanges over email and at meetings. Indeed, since then the Trust has received charitable status and I'm sure that both Ian and Sonia will vouch for the Trust's independence. Colliers only mentioned the City & Country role as an issue in their critique of the draft HLF round 1 bid. We addressed this point by speaking to the Heritage Lottery Fund case officer, who did not see it as a big issue but to avoid any criticism we effectively wrote City & Country out of the process on the following basis as reported back to Colliers:

"Therefore, to avoid any potential criticism it is not proposed that City & Country will have any formal involvement past the First-Round application, which they are doing pro bono, and that any further involvement by City & Country will only be as part of a competitive tender process. As such, there is no remuneration proposed for C&C within the bid. Obviously, Tim and Helen will bring their development experience as Trustees though, which will help ensure the project is a success and City & Country will be happy to tender for any additional work if required, albeit they will not be offended if the Trust chose to use another party."

All parties, as far as we were concerned, were satisfied about the lease arrangements as the s106 provides for a 90 year lease and the critical terms associated with access etc.

We therefore feel that Colliers have misrepresented the facts but the Council can check for themselves and draw their own conclusions.

29. It would not be unreasonable to ask Colliers to apply the same rigour to their nascent Business Plan as they seem to seek to apply to the Family's one. Any business strategy over 10 years is going to be an aim which is what we are dealing with. The later years will be less substantial and certain compared to the initial years. Any 10-year Business Plan will be changed to address events as they happen and market changes; with the reality being different to the initial plan. This is recognised in the s106 as the clause reproduced above demonstrates. There is also provision for both parties to annually re-prioritise repairs and to alter the Business Plan when it proves to not work or be unviable. The s106 is a useful and sensible road map that the Council are contractually bound to follow.
30. Whilst it is noted that Paul Drury has reviewed the report (section 1), it is interesting that this is not a joint report. Is this because of the obvious flaws and misinterpretation of HE Enabling Development guidance? The Council will be aware of the huge sums paid to these particular consultants, who to varying degrees, advised the Council to refuse applications that were approved after only three days of evidence at the scheduled 12-day Inquiry. We had hoped lessons might have been learnt but this seems not to be the case. Public finances are being wasted on consultant fees, an increasing conservation deficit, delay in the use of the potential facilities and the heightened risks that result from these delays.
31. HE has advised the Family that the Priory is not a historic entity and that a holistic approach was required. The Family's approach faithfully follows both this advice/requirement and the details of the HE guidance. The numbers used follow the approach of the joint expert, as endorsed by the Council and HE at the 2016 Inquiry. The approach for working out the Conservation Deficit was debated by all sides and the expert reached their conclusion. This begs the question why is this being revisited; especially when this would breach the terms of the s106?
32. The project phasing in the Business Strategy aligns to what was discussed and agreed, when agreeing the uses.
33. The requirements that the report sets out in section 4.3 do not align with the Historic England guidance on enabling development.

Monday, 21 January 2019

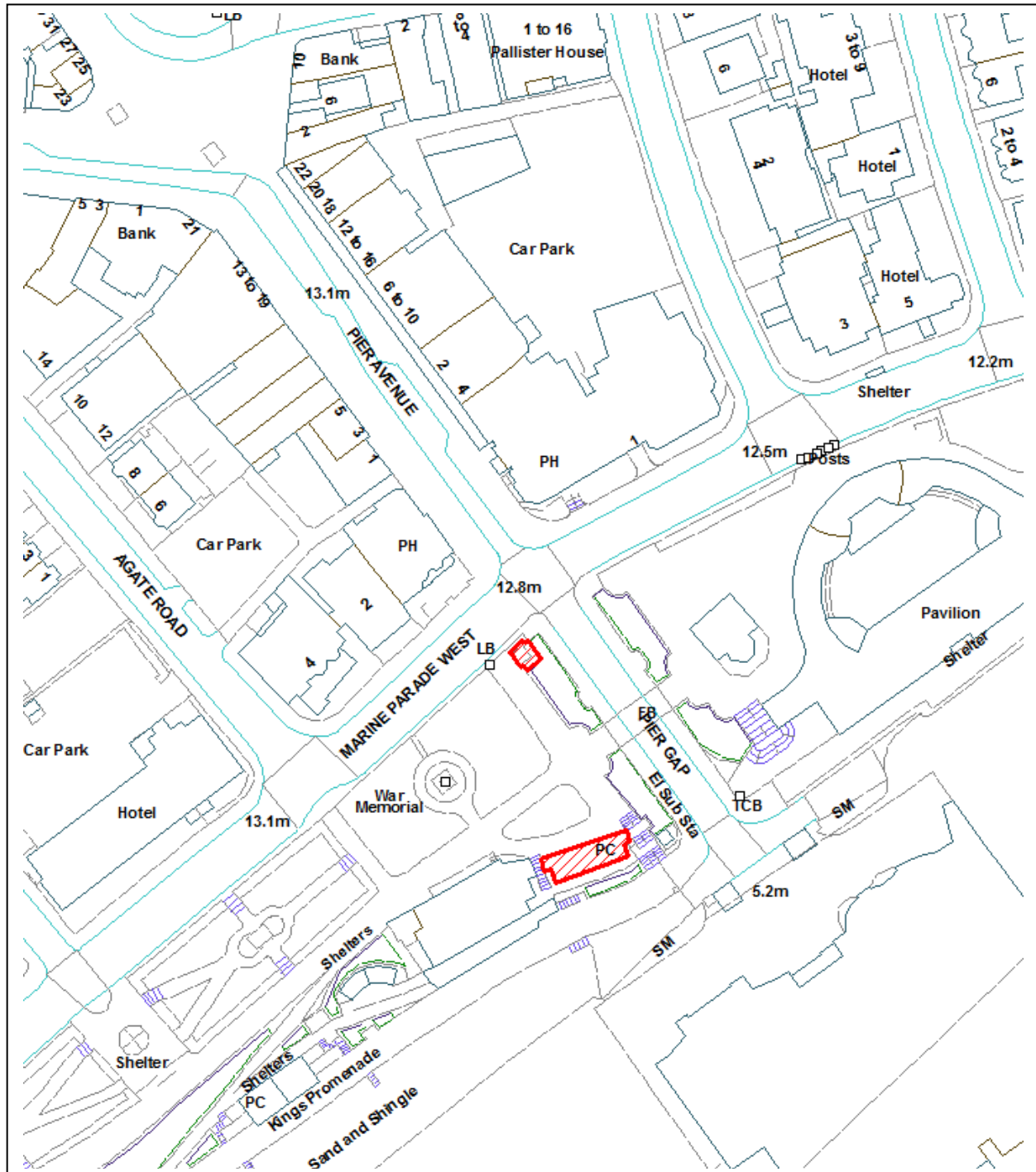
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PLANNING COMMITTEE

12TH MARCH 2019

REPORT OF THE HEAD OF PLANNING

A.3 PLANNING APPLICATION – 19/00060/FUL – THE NEWSPAPER KIOSK, TOP OF THE PIER GARDEN, MARINE PARADE EAST, CLACTON-ON-SEA, CO15 1PS



DO NOT SCALE

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Application:	19/00060/FUL	Town / Parish: Clacton Non-Parished
Applicant:	Mr Danny Partridge	
Address:	The Newspaper Kiosk, Top of the Pier Garden, Marine Parade East, Clacton-on-Sea	
Development:	Storage shed to the rear of the kiosk and a ramp.	

1. Executive Summary

- 1.1 This application is referred to the Planning Committee as the application site is owned by Tendring District Council.
- 1.2 The application is twofold; one, for the erection of a small extension to the rear of the existing newspaper kiosk, to be used as a storage area; and two, for a 1.2m wide ramp with an associated hand rail to be erected to the eastern side of the kiosk located to the south of Marine Parade West.
- 1.3 The proposal will result in minor amendments that will not result in visual harm, harm the character of the Clacton-on-Sea Conservation Area and will result in a neutral impact to existing neighbouring amenities.

Recommendation: Approve

Conditions:

1. 3 Year Time limit
2. Approved plans
- 3.

2. Planning Policy

NPPF National Planning Policy Framework

National Planning Practice Guidance

Tendring District Local Plan 2007

EN17 Conservation Areas

QL9 Design of New Development

QL11 Environmental Impacts and Compatibility of Uses

Tendring District Local Plan 2013-2033 and Beyond Publication Draft (June 2017)

PPL8 Conservation Areas

SPL3 Sustainable Design

Status of the Local Plan

The 'development plan' for Tendring is the 2007 'adopted' Local Plan. Paragraph 213 of the NPPF (2018) allows local planning authorities to give due weight to adopted albeit outdated policies according to their degree of consistency with the policies in the NPPF. Paragraph 48 of the NPPF also allows weight to be given to policies in emerging plans according to their stage of preparation, the extent to which there are unresolved objections to relevant policies and the degree of consistency with national policy. As of 16th June 2017, the emerging Local Plan for Tendring is the Tendring District Local Plan 2013-2033 and Beyond Publication Draft.

Section 1 of the Local Plan (which sets out the strategy for growth across North Essex including Tendring, Colchester and Braintree) was examined in January and May 2018 and the Inspector's initial findings were published in June 2018. They raise concerns, very specifically, about the three 'Garden Communities' proposed in north Essex along the A120 designed to deliver longer-term sustainable growth in the latter half of the plan period and beyond 2033. Further work is required to address the Inspector's concerns and the North Essex Authorities are considering how best to proceed.

With more work required to demonstrate the soundness of the Local Plan, its policies cannot yet carry the full weight of adopted policy, however they can carry some weight in the determination of planning applications. The examination of Section 2 of the Local Plan will progress once matters in relation to Section 1 have been resolved. Where emerging policies are particularly relevant to a planning application and can be given some weight in line with the principles set out in paragraph 48 of the NPPF, they will be considered and, where appropriate, referred to in decision notices. In general terms however, more weight will be given to policies in the NPPF and the adopted Local Plan.

3. Relevant Planning History

90/00262/DEEMED	Construction of new public conveniences	Determination	04.06.1990
17/01748/FUL	Change of use from storage to kiosk, including seating area and replacement fencing.	Approved	08.12.2017

4. Consultations

N/A

5. Representations

5.1 There have been no letters of representation received.

6. Assessment

The main planning considerations are:

- Visual Impact;
- Impact on Neighbouring Amenities; and,
- Impact to Conservation Area.

Site Context

6.1 The application site is split between two closely related locations, both to the west of Pier Gap, Clacton-on-Sea. The Newspaper Kiosk is located adjacent to Marine Parade West and is a single storey structure. The second site is the previously approved kiosk located

approximately 45m to the south of Marine Parade West. Having regard to both the Saved Tendring District Local Plan (2007) and Tendring District Local Plan 2013-2033 and Beyond Publication Draft (June 2017), the site lies within the defined Settlement Development Boundary for Clacton-on-Sea.

- 6.2 The site falls within the Clacton-on-Sea Conservation Area, whilst to the east and south of the site is a Public Right of Way. The character of the surrounding area is urbanised, with large areas of commercial and residential properties to the north in particular, whilst to the south is the Clacton Pier.

Proposal

- 6.3 This application seeks planning permission for the erection of a single storey rear extension measuring 2.3m height, 1.4m width and 1.4m depth, which will serve as a storage area to the newspaper kiosk adjacent to Marine Parade West.
- 6.4 A ramp is also proposed to be located adjacent to the previously approved kiosk, for disabled access. This will measure 1.2m in width and will have a highest point of 0.65m. Hand rails, finished in black coating will also be incorporated, and will range in height from 1.8m to 1.1m.

History

- 6.5 Under planning reference 17/01478/FUL, permission was granted for a change of use from a storage unit (use class B8) into a kiosk (use class A1) for the second site forming part of the determination of this application. This included proposed replacement fencing and an outside seating area for 13 picnic benches.

Visual Impact

- 6.6 The adopted Tendring District Local Plan (2007) "Saved" Policies QL9, QL10 and QL11 seek to ensure that all new development makes a positive contribution to the quality of the local environment and character, by ensuring that proposals are well designed, relate satisfactorily to their setting and are of a suitable scale, mass and form. These sentiments are carried forward in Policy SPL3 of the Tendring District Local Plan 2013-2033 and Beyond Publication Draft (June 2017).
- 6.7 With regard to the proposed extension to the newspaper kiosk, it will be relatively prominent from views from Marine Parade West to the north. However, it is of a minor single storey nature, with the use of green galvanised steel that will help it to assimilate well with the host building. The proposal will therefore not result in significant visual harm as a result.
- 6.8 The ramp proposed to the kiosk located approximately 45m to the south of Marine Parade West is again a minor proposal, necessary to allow for disabled access to the recently approved kiosk use (planning reference 17/01478/FUL). Given the nature of the proposal, it will not appear prominent and the black finish will help it to assimilate within its existing surround.

Impact to Neighbouring Amenities

- 6.9 Policy QL11 of the Saved Plan states that amongst other criteria, 'development will only be permitted if the development will not have a materially damaging impact on the privacy, daylight or other amenities of occupiers of nearby properties'. These sentiments are carried forward in Policy SPL3 of the Tendring District Local Plan 2013-2033 and Beyond Publication Draft (June 2017).

- 6.10 The application sites are within an open public area with no neighbouring properties. The development will not therefore impact on residential amenities and will have a small positive impact on the enjoyment of this space.

Impact to Conservation Area

- 6.11 Policy EN17 states that development within a Conservation Area must preserve or enhance the character or appearance of the Conservation Area.
- 6.12 The application site falls within the Clacton-on-Sea Conservation Area and as such the applicant has submitted a Heritage Statement in order to justify that the proposal will either preserve or enhance the character of the area. The proposed changes are relatively minor and will result in no visual harm, thereby meeting the requirements of Policy EN17.

Conclusion

- 6.13 Overall, the proposal will result in no visual improvement to the character or appearance of the Clacton-on-Sea Conservation Area, whilst ensuring no loss of existing neighbouring amenities.

Background Papers

None.

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By virtue of paragraph(s) 5 of Part 1 of Schedule 12A of the Local Government Act 1972.

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