Planning Inspectorate

Appeal Decisions

Inquiry held on 15, 16, 22 and 24 October 2024

Site visit made on 17 October 2024

by Mark Harbottle BSc MRTPI

an Inspector appointed by the Secretary of State

Decision date:

Appeal A Ref: APP/A2525/C/24/3344342
Appeal B Ref: APP/A2525/C/24/3344343
Appeal C Ref: APP/A2525/C/24/3344336
Appeal C Ref: APP/A2525/C/24/3344337
Poppy Fields Caravan Park, Fields Farm South, Sutton Bridge PE12 9XT

- The appeals are made under section 174 of the Town and Country Planning Act 1990 (as amended) ("the Act") by Mr S Smith, Evolution Park Homes Group Ltd (Appeal A), Mr T Smith, Evolution Park Homes Group Ltd (Appeal B), Mr S Smith, Evolution Park Homes Ltd (Appeal C), and Mr T Smith, Evolution Park Homes Ltd (Appeal D).
- The appeals are against an enforcement notice issued by South Holland District Council on 9 April 2024.
- The breach of planning control as alleged in the notice is: Without planning permission, the material change of use of the land to a site for permanent residential use by the year-round occupation of caravans for human habitation, except for the three caravans covered by lawful development certificates granted on appeal with their location being shown hatched on Plan No.2, such occupation being in breach of condition 2 of planning permission H18-0224-18.
- The requirements of the notice are to: (i) Cease permanent residential use of the land as a residential caravan site, except for 3 caravans shown hatched on Plan No.2; and (ii) Remove the caravans, except for the three caravans shown hatched on Plan No.2, from the land.
- The period for compliance with the requirements is: 9 calendar months after the notice takes effect.
- Appeal A is proceeding on the grounds set out in section 174(2)(a), (b), (c), (d), (f) and (g) of the Act. Since an appeal has been brought on ground (a), an application for planning permission is deemed to have been made under section 177(5) of the Act.
- Appeals B, C and D are proceeding on the grounds set out in section 174(b), (c), (d), (f) and (g) of the Act.

Summary of Decisions: The appeals are dismissed and the enforcement notice is upheld as corrected and varied in the terms set out below in the Formal Decisions.

Appeal E Ref: APP/A2525/X/24/3341311
Poppy Fields Caravan Park, Fields Farm South, Sutton Bridge, Spalding, Lincolnshire PE12 9XT

- The appeal is made under section 195 of the Act against a refusal to grant a certificate of lawful use or development (LDC).
- The appeal is made by Mr S Smith, Evolution Park Homes Ltd against the decision of South Holland District Council.
- The application ref H18-1109-23, dated 13 December 2023, was refused by notice dated 14 February 2024.
- The application was made under section 191(1)(c) of the Act.
- The use for which an LDC is sought is: Continued use of land as a site for static caravans in residential use in breach of condition 1 and 2 of H18-0691-03 and condition 2 of H18-0224-18 (resubmission of H18-1073-22).

Summary of Decision: The appeal is allowed and a certificate of lawful use or development is issued, in the terms set out below in the Formal Decision.

Preliminary Matters

1. The Inquiry sat on 4 days, the last of which was a virtual session. Evidence on matters of fact was given in person and on affirmation.

2. A caravan is any structure designed or adapted for human habitation which is capable of being moved from one place to another.[1] Much of the evidence refers to caravans in fixed positions, shown on site layout plans attached to the submitted Statutory Declarations (SDs) that would be more accurately described as pitches. Therefore, in this Decision, any reference to (for example) caravan A3 should be taken to mean the stationing of a caravan on the part of the land marked 'caravan A3' on the plan attached as Appendix 2.

3. In the Inquiry it was confirmed that the appellants do not own the track which runs through the easternmost part of the land edged red on the LDC location plan and on the plan attached to the notice. The track has never been used for the stationing of caravans for human habitation and therefore the notice's requirements do not affect it. Accordingly, there has not been any prejudice to any owner of the track who was not served with a copy of the notice. The plan accompanying the LDC attached to this Decision includes the track within the red edge, but the LDC only relates to other specified parts of the land.

Appeals A, B, C and D – the notice and the appeals on ground (b)

4. The notice alleges a material change of use of the land that is also a breach of planning conditions which restrict the occupation of caravans on the land. However, it recognises the lawful permanent and unrestricted residential occupation of caravans A4, B2 and C1 ("the LDC Caravans"), which are therefore excluded from the alleged breach of planning control.

5. An enforcement notice that does not fairly tell the recipient what he or she has done wrong and what must be done to remedy it is ambiguous and uncertain. A notice with such a fundamental error is a nullity and of no effect. The appellants contend that the notice is a nullity because it fails to state the alleged breach and specify what must be done, as required by sections 173(1) and 173(3) of the Act respectively.

6. From a common sense reading of the allegation, it is plain what, in practical terms, is alleged to have been done wrong. Simply stated, it is year-round occupation of caravans (other than the LDC Caravans) for human habitation. There can be no reasonable misunderstanding that a recipient would need to put that right to comply with the notice and the appellants' evidence confirms that the point at issue is understood. The notice is therefore not a nullity.

7. It is important, however, to identify whether what is alleged is a material change of use or a breach of condition, or, as the drafting of the notice may suggest, both. Provided the facts can be established, section 176(1)(a) of the Act allows that any defect in a notice that is not a nullity may be corrected on appeal, provided it would not cause injustice to either party.

[1] The full definition is set out in section 29(1) of the Caravan Sites and Control of Development Act 1960.

8. Under section 171A(1) of the Act, a breach of planning control is either carrying out development without the required planning permission or failing to comply with any condition or limitation of a planning permission. It cannot be both; development cannot be subject to a condition or limitation if planning permission has not been granted for it.

9. The permitted use of the appeal site is "use as a site for caravans for seasonal workers and its retention out of season for storage of caravans." This wording is derived from a planning permission granted in 1999[2] ("the 1999 permission") which is agreed to have been implemented. The wording has remained through subsequent variations of that permission. While the reference to out of season storage of caravans might imply a different use for part of the year, there is no indication that permission had been sought with the intention of there being 2 alternating uses of the land. It is more probable that it meant that caravans would be unoccupied for part of the year. That restriction, effective from 1 December each year until 5 April the following year, i.e. out of season, was made by conditions 1 and 2 of the 1999 permission.

10. In any event, a variation to the 1999 permission granted in 2004[3] ("the 2004 permission") removed the prescription that caravans must be unoccupied out of season, which is at odds with out of season storage. Indeed, while that decision did not allow any person to stay for more than 6 months in any year, a functional need for residential occupation of the site throughout the year was accepted. Accordingly, and considering the site's planning history, the appropriate interpretation of the permitted use is use as a caravan site, albeit with restrictions on occupation imposed by conditions.

11. Viewed in that light and given that failure to comply with a planning condition is not, of itself, development defined by section 55 of the Act, the correct allegation is a breach of condition, not a material change of use.

12. The Council accepts that the notice could be corrected in that way and still be capable of achieving its purpose, so it would not be prejudiced if that correction were made. Notwithstanding the appellants' assertions of nullity and invalidity, their planning witness diligently addressed the alternative scenarios of material change of use and breach of the potentially relevant condition in his evidence. Consequently, I do not consider a different case would have been brought if the notice had alleged a breach of condition.

13. For these reasons, I am satisfied that the notice may be corrected to allege a breach of condition, not a material change of use, without causing injustice to either party. The appeals on ground (b) therefore succeed to this extent and the notice will be corrected.

Appeals A, B, C and D – the appeals on ground (c)

14. The appeals on this ground will turn on whether it can be demonstrated, on the balance of probability, that year-round occupation of caravans for human habitation is not development requiring planning permission. No planning permission that expressly permits that use of the land has been granted; such occupation is instead purported to be prevented by planning conditions. It

[2] H18/1219/98 granted 2 March 1999.
[3] H18/0691/03, granted 18 October 2004.

must therefore be determined whether any such planning condition cannot be enforced and is therefore not in effect.

15. The appellants assert that they cannot present a focussed case on this ground owing to the ambiguity in the notice's description of the breach. However, they have assiduously examined the site's planning history to identify the ways in which the year-round occupation of caravans other than the LDC Caravans for human habitation might not require planning permission.

16. The permanent residential occupation of the LDC Caravans was certified to be lawful in 3 appeal decisions issued in 2021[4]. The description of the site and its depiction on the accompanying plan confirms that each decision relates to the named caravan and to no other part of the land subject of the current appeals. It is not claimed that those decisions have any effect other than for the 3 LDC Caravans.

17. The notice alleges occupation of caravans in breach of condition 2 of a planning permission granted in 2019[5] ("the 2019 permission"). That condition was imposed as a variation of condition 1 of the 2004 permission which had itself been imposed as a variation of a condition of the 1999 permission.

18. It is agreed that the 2004 permission was implemented. Condition 1 restricted occupation of caravans to workers employed in farming under the Seasonal Agricultural Worker Scheme (SAWS), or any successor scheme, and working on land in the same ownership or occupation. Unlike the 1999 permission, the 2004 permission did not specify a period when no caravan could be occupied. Condition 2 instead prevented any person from occupying any of the caravans for more than 6 months in any period of the year.

19. A condition, number 2, intended to replace condition 1 of the 2004 permission is included in the 2019 permission but it is not agreed whether that permission was taken up.

Whether the 2019 permission is in effect

20. The heading of the decision notice granting the 2019 permission includes the words "Section 73A continuation". This indicates it was granted on the understanding that it was for development already carried out without complying with a condition subject to which planning permission was granted.

21. However, in part 5 of the application form, dated 27 February 2018, the question "Has the development already started?" is answered "No." This contradiction may be resolved by reference to the whole of part 5 of the application form, which begins with the applicant ("the previous owner") identifying the approved development for which a variation of condition was sought. This was "Use of site as site for caravans for seasonal workers and its retention out of season for storage of caravans." On a reasonable reading of part 5 of the application form, "the approved development" and "the development" are the same thing.

22. Elsewhere in part 5 the previous owner provided the reference numbers of the 1999 and 2004 permissions for the approved development. If the applicant had been wrong to state that the development had already started, the period

[4] APP/A2525/X/3272344, APP/A2525/X/3272345 and APP/A2525/X/3272346, all allowed 27 August 2021.
[5] H18/0224/18, granted 29 May 2019.

during which the relevant permission could be lawfully implemented would have lapsed by the time of the application for the 2019 permission. If so, the 2004 permission would not have been extant, so an application to vary it would have served no purpose and should not have been entertained.

23. Further confirmation that the approved development to which the 2019 permission related was the material change of use first permitted in 1999, not the proposed variation of condition, is provided by section 55 of the Act. This defines development as "the carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change in the use of any buildings or other land." This does not include the removal or variation of a planning condition following grant of planning permission, which the application had sought.

24. Considering all the above, it is unclear exactly what was stated in part 5 of the form. Accordingly, there is ambiguity as to whether the answer "No" meant that the change in the terms of occupation of caravans which the application sought had not already occurred.

25. In view of that ambiguity and taking the 2019 permission, as issued by the Council, on its face, a reasonable reader would most likely conclude that the change in occupancy that necessitated the application had already occurred. On the other hand, the subsequent appeal decision described the application as having been made under section 73 of the Act, suggesting the change in the terms of occupation of caravans was proposed, not already made. However, it is to be expected that such a fundamental difference in understanding would be explained as a preliminary matter, but the text of the appeal decision is silent in that regard.

26. A final indicator lies in the wording of the 3rd condition of the 2019 permission, as imposed by the Inspector, which required a full site management plan to be submitted within 1 month of the date of the decision. That clearly points toward permission being granted for something already carried out.

27. On balance, and despite the noted ambiguities, the evidence confirms that the 2019 permission related to a variation already made, and was thus granted in response to an application made under section 73A of the Act.

28. The varied condition in the 2019 permission differed from what the previous owner had requested and the appellants therefore question whether it would have been taken up. The views of the previous owner are unknown, but it is fact that the terms of the Council's decision were not challenged in any way. Nevertheless, the decision was issued 2 months before the previous owner's company went into administration and the appellants suggest the matter would not have been prioritised in those circumstances. While that could be correct, there is no evidence to substantiate it.

29. The previous owner had advised the Council in a December 2015 meeting that some workers were living on the land full time but there is no record of which caravans they were occupying. He also advised that some people living at the site were agency workers, not directly employed, although that did not breach any condition then in effect. There is no record of how many agency workers were living on the site at that time, or which caravans they were in.

30. In any event, the application for the 2019 permission did not seek to vary condition 2 of the 2004 permission, agreed to have been implemented and still governing the site. That condition therefore remains in effect and states:

> *No person shall occupy any of the caravans for more than six months in any period of the year.*

31. The condition clearly prevents year-round occupation of caravans for human habitation. I shall consider the evidence relating to caravans other than the LDC Caravans later. However, it is not clear whether any breach of the condition admitted in December 2015 involved caravans other than the LDC Caravans. In the absence of any other evidence, the omission of a proposed variation to condition 2 of the 2004 permission raises the possibility that the previous owner accepted the condition and intended to comply with it.

32. Condition 2 of the 2019 permission varied condition 1 of the 2004 permission to read:

> *The caravans shall only be used for accommodation for agricultural and/or horticultural workers employed in farming by Hargreaves Plants and such persons shall only work on land in the same ownership or occupation.*

The only difference in the variation of the wording from what had been requested was the insertion of the words "by Hargreaves Plants."

33. Hargreaves Plants had requested the wording "such persons shall only work on land in the same ownership or occupation." As the company owned the site, this made a connection between living there and working on other land that it had an interest in. The addition of the words "by Hargreaves Plants" would thus have only made a difference in the event that agency workers were still occupying caravans some 3½ years after the December 2015 meeting. There is no evidence of that.

34. A planning permission is permissive, and the grant of a fresh permission does not remove the previous one. Unlike with proposed development, taking up a permission that regularises something that has already been done would not involve any obvious change on the ground and may not easily be recognised.

35. No precedents for determining whether a planning permission has been taken up in those circumstances have been identified. However, section 73A of the Act allows that planning permission may be granted for development carried out without complying with some condition subject to which planning permission was granted. Subsection (3)(a) states that "Planning permission for such development may be granted so as to have effect from … the date on which the development was carried out." On that understanding, it is clear that the 2019 permission, once granted, had retrospective effect. No reason why taking up the permission could be a matter of discretion in those circumstances has been identified.

36. Other than the possible, but not demonstrated, continued presence of agency workers, there is nothing to suggest there would have been a breach of the varied condition at the time the 2019 permission was granted.

37. On the other hand, condition 1 of the 2004 permission had limited occupation of caravans to workers employed under the SAWS or any successor scheme.

The SAWS had ended in 2014 and there was no successor scheme. Accordingly, even if it had been possible to not take up the 2019 permission, which removed all reference to SAWS, that would have perpetuated the very breach of planning control the application had sought to resolve.

38. Viewed from that perspective, and assuming it had been possible to decline to take up the 2019 permission, it is hard to think of a compelling reason why the applicant would have done so. There is no evidence to indicate whether the words "by Hargreaves Plants" were added unilaterally or by agreement. However, they do not appear to have had any bearing on what little is known of that company's use of the site at the time. The words had potential to present a different owner or operator with a difficulty, but there is no evidence to suggest that would have been of concern when the 2019 permission was granted.

39. The appellants' view that the previous owner saw the change in wording as a problem but did not give it priority because the company was about to go into administration, is not supported by evidence. It might equally be speculated that, in those circumstances, it was seen as a matter for a future owner, depending on how they might wish to use the land.

40. I do not share the appellants' view that the applicant had not been granted the permission they had sought. It is more accurate to say they were granted the permission they sought but subject to a condition they may not have accepted. In such circumstances, section 78 of the Act provides the remedy of the right of appeal against the imposition of any condition that is not accepted without rejecting the permission it has been attached to. Considering that and being mindful of section 73A(3)(a), it has not been demonstrated that there was an option to not take the permission up.

41. The Inspector who issued the LDCs for the 3 LDC Caravans did so in the clear understanding that the 2019 permission was in effect and that there was a breach of its conditions. While I only have his decision letters to go by, I note that the appellant in those appeals is the appellant in Appeal E. The use for which he now seeks an LDC in Appeal E is clearly stated to be in breach of condition 2 of the 2019 permission.

42. Considering all the above, I find, on the balance of probability, that the 2019 permission is in effect.

Whether a relevant planning condition is unenforceable and thus not in effect

43. There is no evidence that any caravan on the land was occupied other than in accordance with the terms of the 1999 permission while that was the only permission in effect. The claimed occupation of caravans other than the LDC Caravans in breach of conditions began after the 2004 permission had been taken up and before the 2019 permission was granted.

44. The notice does not allege any breach of condition 2 of the 2004 permission, which limits any person's occupation of any caravan to a maximum of 6 months in any period of the year. That condition is consistent with the authorised use of the land as a site for caravans for seasonal workers and provides clarity as to what their occupation of the site means. There is no evidence to suggest that this condition, which was not varied by the 2019 permission, is not capable of being enforced.

45. As the 2019 permission was taken up, its condition 2 has replaced condition 1 of the 2004 permission. It is this condition that the notice alleges has been breached. The appellants contend that a condition limiting a permission to a specifically named business, in this instance Hargreaves Plants, is likely to be both unreasonable and unenforceable. No precedent is cited for that view and their planning witness, Ben Eiser, went no further in his oral evidence than to say that a decision maker should generally avoid such a condition.

46. Paragraph 56 of the National Planning Policy Framework ("The Framework") states that a planning condition should only be imposed if it meets 6 tests. These are that the condition is necessary, relevant to planning and to the development to be permitted, enforceable, precise, and reasonable in all other respects. No evidence that condition 2 of the 2019 permission fails any of those tests has been presented. Nevertheless, its meaning is clear, and I have been given no reason to believe that compliance could not be monitored, such that it could be enforced if expedient. In the absence of other relevant evidence, I cannot say the condition is unreasonable or unenforceable. In any event, the point is somewhat otiose because of the maximum 6-month occupation of any caravan by any person set by condition 2 of the 2004 permission, agreed to be in effect.

Conclusion on ground (c)

47. It has not been demonstrated, on the balance of probability, that the year-round occupation of caravans for human habitation is not development requiring planning permission. Neither has it been demonstrated, on the balance of probability, that the conditions in effect that purport to prevent it cannot be enforced. The appeals on ground (c) therefore fail.

Appeals A, B, C and D – the appeals on ground (d)

48. For an appeal on this ground to succeed in respect of a breach of condition it must be demonstrated, on the balance of probability, that the breach had continued for a period of not less than 10 years before the issue of the notice.

49. The only condition alleged to have been breached in the notice is condition 2 of the 2019 permission. As 10 years did not elapse between the grant of the 2019 permission and the issue of the notice, there can be no success on ground (d) and the appeals on this ground must fail.

Appeal E

Main Issue

50. The main issue is whether the Council's decision to refuse to issue an LDC was well founded. This will turn on whether enforcement action could have been taken against the use of the land as a site for static caravans in residential use in breach of any condition on the date the application was made. It will therefore be necessary to determine whether the use was instituted on or before 13 December 2013, 10 years before the LDC application was validly made and continued without significant interruption for a period of not less than 10 years.

51. While condition 2 of the 2019 permission is a variation of condition 1 of the 2004 permission, both restrict occupation to agricultural or horticultural workers employed on land in the same ownership or occupation. Accordingly,

the restrictions made by those conditions are substantially the same, such that a breach of both conditions may be continuous.

Reasons

52. The responsibility for providing sufficient information to support an LDC application or appeal primarily rests with an applicant or appellant. However, if no other evidence contradicts or otherwise makes their version of events less than probable, and provided their evidence is sufficiently precise and unambiguous, there is no good reason to withhold an LDC.

53. The appellant has presented evidence in respect of the occupation of 6 caravans other than the LDC Caravans. These are caravans A1, A3, B3, C2, C6 and C7. Condition 3 of the 1999 permission, which has never been varied, restricts the maximum number of caravans on the site to 21. Therefore, at most, the evidence presented would, if added to the 3 Lawful Caravans, account for less than half of the accommodation that the site can provide.

54. For this reason, the presented evidence cannot demonstrate that enforcement action could not have been taken against the occupation of most of the caravans on the land on the date the application was made. However, section 193(4)(a) of the Act provides that an LDC may be issued for the whole or part of the land specified in the application. It is therefore reasonable to consider the evidence on a caravan-by-caravan basis.

Caravan A1

55. Diane Gosling's statement provides evidence about the occupation of this caravan by Tomasz Jankowski, who she knew and visited there between unspecified dates in 2007 and 2017. She did not go to the site after that until 2024. As Ms Gosling has not given precise dates for Mr Jankowski's occupation, a period of not less than 10 years has not been identified.

Caravan A3

56. A SD made by George Sims has been provided, although he did not appear at the Inquiry. In it, he states that he moved into caravan A3 on 28 May 2011, lived at the site continuously as his primary residence, and was still living there on 25 October 2022.

57. Mr Sims also states that he initially paid rent to Hargreaves Plant [sic] Ltd and then to the appellant after he bought the site in June 2020 although he never worked for either and his employment is not connected to the site. Attached to the SD are a caravan rental agreement, a declaration of understanding the site's rules and regulations, and a rent collection form, all dated 28 May 2011. Also attached is a rent book with entries covering the period between 28 May 2011 and 4 May 2012.

58. SDs made by Keith New and Andrew Tasker confirm that Mr Sims moved to the site in May 2011 and lived there continuously until the date of their SDs. Mr Tasker confirms this was in caravan A3. Glenn McCann's and Charles Leonard's SDs and oral evidence state that Mr Sims has lived at the site continuously since May 2011. A SD made by Richard Rose, a nearby resident, confirms that Mr Sims has lived at the site for over 10 years, although no dates are given.

Caravan B3

59. A SD made by Andrew Tasker has been provided, although he did not appear at the Inquiry. In it, he states that he moved into caravan B3 on 12 February 2011, lived at the site continuously as his primary residence, and was still living there on 25 October 2022.

60. Mr Tasker also states that he initially paid rent to Hargreaves Plant [sic] Ltd and then to the appellant after he bought the site in June 2020 although he never worked for either and his employment is not connected to the site. Attached to the SD are a caravan rental agreement, a declaration of understanding the site's rules and regulations, and a rent collection form, all dated 12 February 2011. Also attached is a rent book with entries covering the period between 18 February 2011 and 14 November 2014.

61. Mr Sims' SD confirms that Mr Tasker lived continuously at the site between May 2011 and the date of his SD, although it is not stated in which caravan. Mr New's SD confirms that Mr Tasker moved into caravan B3 a year after him (i.e. around March 2011) and lived there continuously until the date of his SD. Mr Leonard's SD puts the date as February 2011. Mr McCann's SD and oral evidence confirm that Mr Tasker moved to the site a few months after September 2010 and lived there continuously until about 12 weeks before the Inquiry. Mr Rose's SD confirms that Mr Tasker has lived at the site for over 10 years, although no dates are given.

Caravan C2

62. A SD made by Keith New has been provided, although he did not appear at the Inquiry. In it, he states that he moved into caravan C2 on 6 March 2010, lived at the site continuously as his primary residence, and was still living there on 25 October 2022.

63. Mr New also states that he initially paid rent to Hargreaves Plant [sic] Ltd and then to the appellant after he bought the site in June 2020 although he never worked for either and his employment is not connected to the site. Attached to the SD are a caravan rental agreement, a declaration of understanding the site's rules and regulations, and a rent collection form, all dated 6 March 2010. Also attached is a rent book with entries covering the period between 12 March 2010 and 18 February 2011.

64. Mr Sims' SD confirms that Mr New lived continuously in caravan C2 from May 2011 until the date of the SD and Mr McCann's SD and oral evidence confirm that Mr New has lived at the site continuously since September 2010. Mr Leonard's SD gives an earlier date of March 2010. Mr Rose's SD confirms that Mr New has lived at the site for over 10 years, although no dates are given.

Caravan C6

65. Glenn McCann appeared at the Inquiry and provided an SD. In the SD, he states that he moved into caravan C6 on 18 September 2010, lived at the site continuously as his primary residence, and was still living there on 25 October 2022. In his oral evidence, he stated that he often worked away from the site, generally for 3 days per week and sometimes up to 7 days.

66. Mr McCann's SD also states that he initially paid rent to Hargreaves Plant [sic] Ltd and then to the appellant after he bought the site in June 2020 although

he never worked for either and his employment is not connected to the site. Attached to the SD are a caravan rental agreement, a declaration of understanding the site's rules and regulations, and a rent collection form, all dated 18 September 2010. Also attached is a rent book with entries covering the period between 18 September 2010 and 27 August 2011.

67. Mr Leonard's, Mr Sims' and Mr New's SDs state that Mr McCann lived continuously at the site from September 2010 until the date of their SDs. Mr Tasker's SD confirms that Mr McCann was living at the site in February 2011 and continuously lived there until the date of his SD. Mr Rose's SD states that Mr McCann has lived at the site for over 10 years, but no dates are given.

68. When asked in the Inquiry why he had not produced any later rent book entries, Mr McCann explained that he lost his rent book when his car was stolen some 7 to 8 years ago. However, he also confirmed that he got a new rent book some 3 weeks later. He kept his rent books in his car because he would meet a representative of the previous owner, and later the appellant, at arranged times and places to pay his rent. On those facts, there ought to be rent book entries covering several more years, but Mr McCann stated that he had not been asked to produce anything else.

69. This absence of rent book entries for most of the claimed period of occupation also applies to Mr Sims, Mr Tasker, and Mr New. None of the appellant's witnesses of fact produced any correspondence or other documents that confirm their residence at the site.

Caravan C7

70. Ms Gosling has lived in this caravan since April 2024, after the date of the LDC application. No claim of immunity from enforcement action is made.

The appellant's evidence – summary

71. The absence of rental agreements with the current owner and of rent book entries or other proof of payment beyond the earliest years of the claimed continuous occupation of caravans A3, B3, C2 and C6 is puzzling. None of the people claiming continuous occupation have provided other evidence linking them to the caravan in question, such as bank statements, bills, driving licences, etc. Nevertheless, each has provided sworn first-hand evidence. Mr McCann has also given evidence on affirmation regarding his own occupation and that of Mr Sims, Mr Tasker, and Mr New. Mr Leonard's evidence on affirmation supports the sworn evidence of Mr Sims, Mr Tasker, Mr New, and Mr McCann. Giving false evidence in a SD or on affirmation would attract a sanction and Mr Leonard's and Mr McCann's oral evidence has been tested.

72. Considered overall, and in view of the weight to be afforded to SDs and tested oral evidence, the appellant's evidence of the claimed occupation of caravans A3, B3, C2 and C6 is precise and unambiguous. It demonstrates the following 10-year periods of occupation in breach of conditions of the 2004 and 2019 permissions without significant interruption:

    - Caravan A3: 28 May 2011 to 28 May 2021.
    - Caravan B3: 12 February 2011 to 12 February 2021.
    - Caravan C2: 6 March 2010 to 6 March 2020.

- Caravan C6: 18 September 2010 to 18 September 2020.

Those periods all ended before the notice was issued. It remains to be determined, however, whether any other evidence makes the appellant's version of events less than probable.

The Council's evidence

73. One of the Council's witnesses, Lesley Holbrook, visited the site on 30 June 2016 and met the manager there. While her record of that visit has not been kept, she recalls that the manager produced comprehensive records demonstrating compliance with condition 2 of the 2004 permission. However, in her oral evidence, she conceded that this evidence differed from the admission of a breach of the same condition in the December 2015 meeting and in the subsequent application for the 2019 permission.

74. The Council's witnesses and evidence suggest the site was unoccupied for a period after the previous owner went into administration, even though that is inconsistent with the certified occupation of the LDC Caravans.

75. A September 2019 report issued by the previous owner's administrators stated that the company's 17 employees had been made redundant. It further stated, "The employees residing at the Poppy Fields caravan site were given 4 weeks' notice to vacate and all caravans have now been vacated and the keys returned." A later report from February 2020 confirms that valuation agents had inspected 15 caravans owned by the company with a view to their sale.

76. It is not possible to determine how many of the company's 17 employees had been living at the site from this evidence. However, the administrators later stated that 'some' employees had accommodation provided, indicating it would have been fewer than 17. Neither is it clear how many of the 15 caravans they occupied, or how many keys were returned. While it is not stated whether the valuation agents made an internal inspection of any caravan, it seems clear that the administrators thought the site had been vacated. That could explain the absence of any reference to rental income in the administrators' reports. Nevertheless, there is nothing to confirm whether the people who wrote the administrators' reports and corresponded with the Council had first-hand knowledge of the site.

77. An email sent by the previous owner's planning advisor to the Council in October 2019 advised, "I believe the site is now dormant and there are no current occupiers." The words 'I believe' suggest the information may not have been based on recent or first-hand knowledge of the site.

78. Another of the Council's witnesses, Sally Pusey, visited the site on 23 October 2019 to check against what the email had advised. Her note of that visit was "All caravans appeared to have been vacated. There didn't appear to be anyone on site. Site felt abandoned." A photograph she took that day shows caravans on the land but no people, cars or other signs of occupation. In her oral evidence, Ms Pusey confirmed that she walked the aisles between the caravans and glanced at them all but did not enter any caravan or look through any windows.

79. Ms Holbrook visited the site again on 30 April 2020 and found it, in her words, abandoned. Some caravans and buildings were insecure, with broken doors and windows, or derelict. In her oral evidence she stated that she looked

inside a caravan and saw it had been stripped of furniture. Her evidence confirms there were empty and unoccupied caravans at that time, although not how many. It is therefore not necessarily inconsistent with the certified occupation of the LDC Caravans and the claimed occupation of caravans by Mr Sims, Mr Tasker, Mr New and Mr McCann.

80. Ms Holbrook and another of the Council's witnesses, Kate Bellamy, visited the site in July 2022 accompanied by officers from Lincolnshire Police and Lincolnshire Fire and Rescue. The visit had been arranged in the knowledge that people were living there at that time. In her oral evidence, Ms Holbrook confirmed that the site appeared different from how it had seemed to her in April 2020, noting patio furniture, ornaments and parked cars as indicators of occupation.

81. Councillor Christopher Brewis also appeared for the Council. He has consistently delivered newsletters by hand throughout his ward since 1976. Except during the period of Covid-19 restrictions, this meant he visited the site twice each year, in April or May and between October and December. While there used to be a letter box on a nearby barn, he made a point of going into the site to see if anyone else was there.

82. Councillor Brewis' recalled that people would be living at the site when he visited in April or May but not between October and December. While his visits took place at times of the day when people might be away at work, he is confident that he could tell if a place is occupied or not. When asked how he would decide that, Councillor Brewis mentioned specific indicators including the letter box, recycling and refuse bags, and general movement. Those things told him the site was occupied in spring but not in late autumn.

83. Although he could not give a precise date, Councillor Brewis was confident he would have been to the site in autumn 2019, probably early November, when Hargreaves Plants was in administration. He did not recall any difference in the appearance of the site from other autumn visits.

84. It appears that all the Council's visits to the site, certainly those undertaken by its officers, were during the working day, when people in employment are usually away. There is no evidence of occupation of any caravan by a person not in employment prior to July 2022. When I visited the site, it did not look very different from the photograph Ms Pusey took in October 2019. However, there were cars parked outside some caravans and a resident came and left while I was there. Nevertheless, there was no way I could be certain, from the outside, whether a given caravan was vacant or an occupier was out.

85. Viewed cumulatively, the Council's evidence confirms there was a decline in occupation and activity at the site after Hargreaves Plants went into administration. However, and crucially, it does not demonstrate that every caravan fell into disuse and does not contradict the continued occupation of the LDC Caravans. Furthermore, it cannot, of itself, make the claimed occupation of caravans A3, B3, C2 and C6 less than probable.

86. It has therefore been demonstrated, on the balance of probability, that the occupation of each of the caravans A3, B3, C2 and C6 in residential use in breach of extant and enforceable conditions of the 2004 and 2019 permissions began on or before 13 December 2013 and continued without significant

interruption for a period of not less than 10 years. That has not, however, been demonstrated for any other part of the site.

Appeal E - Conclusion

87. For the reasons given above I conclude that the Council's refusal to grant an LDC in respect of caravans A3, B3, C2 and C6 was not well-founded. Its refusal was, however, well founded in respect of the remainder of the site not already certified as lawful.

88. Section 193(4)(a) of the Act allows that an LDC may be issued for the whole or part of the land specified in the application and the appeal should therefore succeed in respect of caravans A3, B3, C2 and C6 only. I will exercise accordingly the powers transferred to me in section 195(3) of the Act.

Appeal A – the appeal on ground (a)

89. The main issues in this ground of appeal are:

- Whether the year-round occupation of caravans (other than the 3 caravans hatched on Plan No.2), or pitches, for human habitation accords with the development plan's spatial strategy and development management objectives and so constitutes sustainable development.
- The effect of the year-round occupation of those caravans, or pitches, on the landscape character of the area.
- The effect on flood risk.
- The effect on the living conditions of nearby residents in terms of noise, disturbance and general activity.

Reasons

Sustainable development

90. The site lies outside of any defined settlement and the deemed planning application (DPA) for year-round occupation of caravans for human habitation therefore falls to be considered as development within the countryside.

91. The appellant has not presented any evidence that such occupation is necessary to a countryside location. He does, however, point out that the site is previously developed land and that an exception to the general restriction on housing in the open countryside may apply to the reuse of a building. However, caravans are not buildings, and the notice does not allege the reuse of any building on the site.

92. It is also contended that the year-round occupation of caravans for human habitation at the site would provide suitable and low-cost accommodation in the area. This, it is suggested, would meet the sustainable development needs of the area in terms of community benefits and would align with the Framework's wider objectives and principles for housing.

93. Empirical evidence on the supply of affordable housing against the area's need has not been presented, so the above argument can only be considered in broad terms. In these circumstances, while static caravans can provide low-cost accommodation, I can only afford limited weight to the matter.

94. The site is accessed via an unmade track leading off the A17, an unlit single carriageway road with no speed restrictions, footways, or bus stops near the site. The use of any means of transport other than the private car to access the nearest facilities in Sutton Bridge is therefore very unlikely.

95. Unrestricted year-round permanent occupation of caravans would therefore not meet sustainable development considerations in respect of access and vehicle generation levels. While the site's accessibility for the authorised use of the land as a site for caravans for seasonal workers would be no different, a significant change in terms of vehicle generation is likely. That is because similar opportunities for shared travel to work, illustrated in checklists[6] issued to minibus drivers, would not exist. It is also more likely that unrestricted year-round permanent occupation of caravans would include families, with greater daily vehicle movements, particularly during school terms.

96. For these reasons, and notwithstanding the provision of low-cost housing, the use does not constitute sustainable development.

Landscape character

97. While the notice states that the site is harmful to the landscape character of the location, the Council's main concern is the effect of the caravans. However, its main planning witness, Mark Simmonds, stated in his oral evidence that this is currently limited by vegetation. While he considered the removal of that vegetation would give rise to harm, he conceded that this could be addressed by the imposition of a landscaping condition.

98. More fundamentally, it is agreed that an extant permission allows caravans to remain on the land all year, so their direct effect on the landscape would be unlikely to change if they were occupied differently. However, Mr Simmonds took the view that unrestricted year-round permanent occupation could have a greater effect on the landscape because of the greater likelihood of associated domestic paraphernalia. While I appreciate the logic of that view, the permitted seasonal occupation does not prohibit such paraphernalia. Furthermore, any increase in paraphernalia could be mitigated by a scheme to be approved under a suitable landscaping condition.

99. Accordingly, the year-round permanent occupation of caravans can secure the landscape character of the location and thereby accord with Policy 3 of the South East Lincolnshire Local Plan 2011-36 ("the SELLP").

Flood risk

100. The site lies within Flood Zone 3 (FZ3) and therefore in an area with the highest risk of flooding. The South East Lincolnshire Strategic Flood Risk Assessment ("the SFRA") identifies that the site could experience flood depths between 0.5m and 1m if defences were breached by a flood with a 0.1% chance of occurring in any year up to 2115. The SFRA therefore gives the site a future hazard classification of predominantly 'danger for most.'

101. The development plan and the Framework only allow for development in FZ3 if it can be demonstrated, having regard to a SFRA, that no other sites are available in areas with a lower risk of flooding. This is known as the sequential test ("the ST").

[6] Exhibit B to the Proof of Evidence of Ben Eiser.

102. The appellant's flood risk assessment (FRA) contends the ST is met, even though a search for other sites was not undertaken, because the site is previously developed land. However, no basis for that approach in the policies of the development plan or the Framework was identified. In his oral evidence, the appellant's flood risk witness, Geoff Beel, stated there are no alternative sites with a lower risk in the district and that relocation by several miles would otherwise be necessary. However, in the absence of a ST, or even confirmation of the extent of FZ3 in the district, that is not substantiated.

103. Even if alternative sites with a lower risk of flooding were not available, it would still be necessary to consider the vulnerability of the year-round permanent occupation of caravans to flooding. Annex 3 to the Framework confirms that caravans intended for permanent residential use are 'highly vulnerable.' Accordingly, a further test, the exception test ("the ET"), should be undertaken.

104. To pass the ET, 2 things must be demonstrated. The first is that the development will be safe for its lifetime taking account of the vulnerability of its users, without increasing flood risk elsewhere, and, where possible, will reduce flood risk overall.

105. The appellant addresses this part of the ET having regard to existing flood defences in respect of the tidal River Nene and proposed on-site mitigation. Mr Beel cited appeal decisions on sites within FZ3 and at risk from flooding from the tidal River Nene as comparable precedents.

106. In the first appeal decision[7], the Inspector noted that the site in question was a short distance from land above the 1:1000 flood risk level and a considerable distance from the River Nene. Her finding that the development could be made safe for its lifetime through the imposition of conditions followed from those facts. From the decision alone, it is impossible to tell what was meant by 'short' and 'considerable' distances or how they compare with the facts of this appeal.

107. There is no reference to land above the 1:1000 flood risk level in the second cited appeal[8] but the distance to the River Nene is less than in this appeal. Nevertheless, the Inspector gave considerable weight, against the proposal, to the conflict with local and national planning policy in respect of highly vulnerable development within FZ3. This was, however, outweighed by factors carrying substantial weight that are not presented in this appeal.

108. Accordingly, it has not been demonstrated that either appeal decision is directly comparable with the facts of this appeal.

109. The appellant considers the risk of flooding from all sources to be very low due to the integrity and continued maintenance of defences and drainage features. These are under the control of the Environment Agency (EA) and the South Holland Internal Drainage Board. Mr Beel conceded, however, that there may be a residual risk of a short section of the tidal defence being breached and flooding the site. Nevertheless, he contends that the year-round residential occupation of caravans can be made safe for its lifetime through a mitigation measure identified in his FRA.

[7] APP/D0515/C/18/3196061, allowed 24 September 2019.
[8] APP/D0515/W/23/3332133, allowed 24 June 2024.

110. The mitigation measure is to raise the caravans so that their floor levels are at least 600mm above ground level, and to apply flood resistance measures such as flood doors and capped vents to the 400mm immediately above. The caravans would also be securely anchored to the ground. In the absence of detail of the flood resistance measures, the EA suggests it would be more appropriate to raise floor levels to a minimum of 1m above ground level. Mr Beel expressed confidence that could be achieved. While no details of how this would be done were presented, a photograph of caravans on raised plinths elsewhere has been provided to illustrate how it might appear. The parties agree that a planning condition requiring approval and implementation of the relevant details could be imposed if the appeal were to succeed.

111. The mitigation may only be secured by granting planning permission, which the 3 LDC Caravans and the 4 others for which there has been success in Appeal E do not require. Consequently, there can be no certainty that they would benefit from mitigation, even though they would be on land to which any permission applied.

112. The FRA also states that the site owner would ensure that all the occupiers of caravans were sufficiently aware of the risk of flooding and the standard of the existing defences. Reference is made to the EA's flood warning service and 24-hour flood line service. The parties agree a flood warning and evacuation plan could be secured by condition if the appeal were to succeed. While an occupier's use of the EA's flood warning and flood line services cannot be guaranteed, that is the same for any private residence. However, as with the mitigation measures, there can be no certainty the plan would be applied to 7 of the caravans.

113. The second matter that must be demonstrated to pass the ET is that the development would provide wider sustainability benefits to the community that outweigh the flood risk. Policy 4 of the SELLP allows for this part of the ET to be applied to 'more vulnerable development' in FZ3. However, that excludes caravans intended for permanent residential use, which are 'highly vulnerable development,' and which the policy seeks to prohibit in FZ3.

114. Against this clear policy conflict, the suggested benefits to the community are the provision of low-cost accommodation and public safety benefits to occupiers and the emergency services. I have already found that only limited weight can be afforded to the provision of low-cost accommodation without empirical evidence of the area's need for and supply of affordable housing.

115. The appellant contends that a mitigated site where the residents are not at any flood risk would be a significant public benefit. That is argued in comparison with the current situation, in which there would be a significant risk to occupiers and attending emergency services in the event of a flood.

116. While greater safety is beneficial, it is not clear that it is a wider sustainability benefit to the community in the sense meant by the Framework. Policy 4 of the SELLP does not set criteria to judge this by, so I only have the 3 examples given in the Planning Practice Guidance[9] to refer to. The examples are not a closed list, so a safety benefit could qualify. However, the claim is overstated because it would not prevent occupiers of raised caravans becoming surrounded by flood water and in need of emergency assistance. Even if it did,

[9] Paragraph 036 Reference ID: 7-036-20220825, revision date 25 August 2022.

there can be no assurance that the emergency services would no longer need attend the site because of the uncertainty as to whether the proposed mitigation would be carried out for 7 of the caravans. Accordingly, if this were to constitute a wider sustainability benefit to the community, it should only be given limited weight.

117. The appellant's failure to carry out the ST as required by policies of the development plan and the Framework results in a clear policy conflict that should carry significant weight against a proposal. That is without regard to the FRA's conclusion that the risk of flooding from a river system is very low. In contrast, the suggested wider sustainability benefits to the community may only be afforded limited weight.

118. Accordingly, and on balance, there remains an unacceptable flood risk for unrestricted year-round occupation of caravans for human habitation.

Living conditions

119. The Council's concerns about the effect on the living conditions of nearby residents is largely to do with vehicle movements. It is based upon a comparison with how the site operated in the past, when seasonal workers were taken to and from work as a group, with few movements as a result.

120. While that appears to have been the case when SAWS was in operation, there is little evidence of similar patterns after the scheme ended. In any event, travel arrangements would largely be determined by personal choice and/or the employer's management practices, which could always be subject to change.

121. No data on the number and timing of vehicle movements has been provided. Accordingly, even allowing for the change from how the site operated when SAWS was in effect, it is not demonstrated to have had an unacceptable effect on the living conditions of any neighbour.

122. The evidence therefore does not indicate an unacceptable impact of unrestricted year-round occupation of caravans in terms of noise, odour or disturbance. The use therefore accords with criterion 6 of Policy 2 and criterion 11 of Policy 3 of the SELLP and is acceptable in this regard.

Conclusion on ground (a)

123. For the reasons given, the effect on the living conditions of nearby occupiers is acceptable. However, permanent residential use by the year-round occupation of caravans for human habitation does not constitute sustainable development and is subject to unacceptable flood risk. This is contrary to Policies 1, 2 and 4 of the SELLP and Part 14 of the Framework. While I have had regard to the suggested planning conditions, they cannot make the use acceptable in those terms.

124. Material considerations to indicate that the DPA should be determined other than in accordance with the development plan have not been shown to exist and the use is therefore contrary to the development plan as a whole.

125. The appeal on ground (a) therefore fails.

Appeals A, B, C and D – the appeals on ground (f)

126. It is agreed that the purpose of the notice is to remedy the alleged breach of planning control. Accordingly, the appeals on this ground will succeed if it can be demonstrated that lesser steps than those required by the notice would remedy the breach. The appeals on this ground may also succeed if any requirement of the notice exceeds what is necessary to remedy the breach.

127. The 1999, 2004 and 2019 permissions allow caravans to be stationed on the land all year round, whereas the notice attacks their year-round occupation for human habitation. Accordingly, requirement (ii), the removal of caravans from the land, is excessive.

128. The appeals on this ground therefore succeed to that extent and consequently the notice will be varied.

129. A decision in line with my conclusion on Appeal E will confirm that the use of caravans A3, B3, C2 and C6 as a site for static caravans in residential use in breach of conditions of the 2004 and 2019 permissions is conclusively presumed. The appellants can rely on that in respect of requirement (i), even though those caravans are not excluded from the description of the breach of planning control.

Appeals A, B, C and D – the appeals on ground (g)

130. In view of the LDC Caravans and my conclusion on Appeal E, the period of 9 calendar months given to cease permanent residential use cannot affect any occupier of caravans A3, A4, B2, B3, C1, C2 or C6.

131. I have only been provided with evidence of recent occupation of the following additional caravans: A2, C3, C7 and a caravan only named as 4.

132. The only evidence of past occupation of caravans A2, C3 and '4' is from Council Tax records and I have not been provided with evidence that they are currently occupied.

133. Caravan C7 is occupied by Ms Gosling, who appeared at the Inquiry. Her written statement and oral evidence do not include any comment on the 9-month period for complying with the notice. I have no information on the terms of Ms Gosling's tenancy, but Mr McCann confirmed that his has a 1 month notice period, so a similar period is likely.

134. Compared with the shorter period afforded by the landlord, the 9-month period for compliance with the notice appears reasonable and the appeals on ground (g) must fail.

Appeals A, B, C and D – Conclusions

135. For the reasons given, the appeals succeed in part on grounds (b) and (f) and fail on grounds (c), (d) and (g). Appeal A also fails on ground (a) for the reasons given.

Appeals A, B, C and D – Formal Decisions

136. It is directed that the enforcement notice is corrected in section 3 by the deletion of the words "the material change of use of the land to a site for

permanent residential use" and the substitution of the words "the use of the land as a site for permanent residential use."

137. It is further directed that the notice is varied in section 5 by the deletion of the words "(ii) Remove the caravans, except for the three caravans shown hatched on Plan No.2, from the land."

138. Subject to the correction and variation, the appeals are dismissed, and the enforcement notice is upheld.

Appeal E – Formal Decision

139. The appeal is allowed and attached to this decision is an LDC describing the existing use which is found to be lawful.

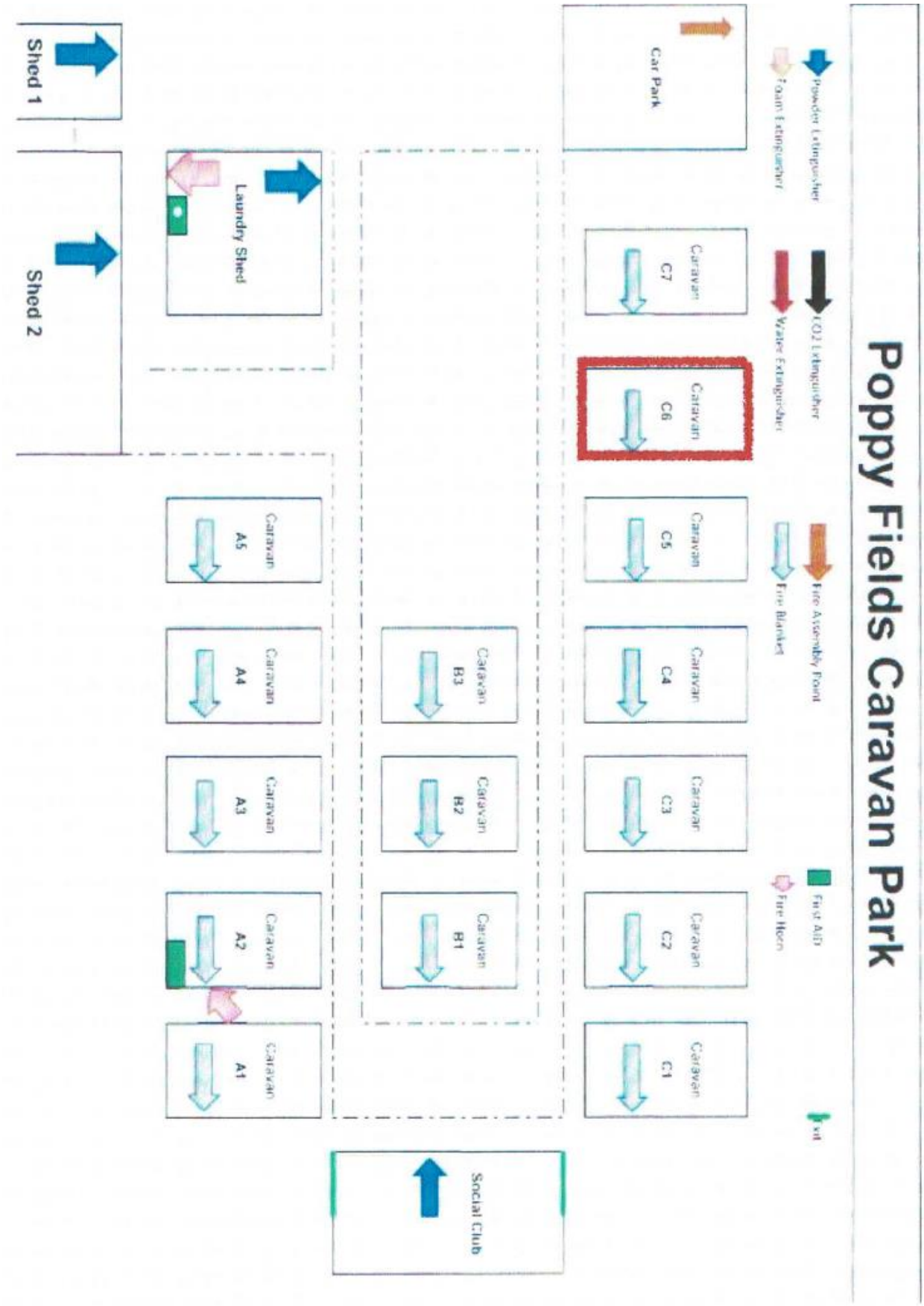
Mark Harbottle

INSPECTOR

Appendix 1
List of those who have appealed

	Appeal and Reference	Appellant
A	APP/A2525/C/24/3344342	Mr S Smith, Evolution Park Homes Group Ltd
B	APP/A2525/C/24/3344343	Mr T Smith, Evolution Park Homes Group Ltd
C	APP/A2525/C/24/3344336	Mr S Smith, Evolution Park Homes Ltd
D	APP/A2525/C/24/3344337	Mr T Smith, Evolution Park Homes Ltd
E	APP/A2525/X/24/3341311	Mr S Smith, Evolution Park Homes Ltd

Appendix 2
Site layout plan



APPEARANCES

FOR THE APPELLANTS:

Michael Rudd

He called

Glenn McCann	Occupier of caravan C6
Charles Leonard	Occupier of caravan A4
Diane Gosling	Occupier of caravan C7
Geoff Beel	Geoff Beel Consultancy
Ben Eiser BSc (Hons) PG Dip MA MRTPI	Director, Eiser Planning & Development Consultancy Services

FOR THE LOCAL PLANNING AUTHORITY:

Freddie Humphreys

He called

Sally Pusey	Planning Enforcement Officer, South Holland District Council (SHDC)
Councillor Chris Brewis	Sutton Bridge Ward Member, SHDC
Kate Bellamy LLB (Hons) MA LRTPI	Planning Enforcement Team Leader, SHDC
Lesley Holbrook	Housing Standards Officer, SHDC
Mark Simmonds BA (Hons) BTP MRTPI	Development Manager, SHDC

Documents submitted during the Inquiry

1 Signed Statement of Common Ground
2 Application form dated 27 February 2018 (H18/0224/18)
3 Photograph of static caravans on raised platforms

Planning Inspectorate

Lawful Development Certificate

TOWN AND COUNTRY PLANNING ACT 1990: SECTION 191
(as amended by Section 10 of the Planning and Compensation Act 1991)

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015: ARTICLE 39

IT IS HEREBY CERTIFIED that on 13 December 2023 the use described in the First Schedule hereto in respect of the land specified in the Second Schedule hereto and hatched in black on the plan attached to this certificate, was lawful within the meaning of section 191(2) of the Town and Country Planning Act 1990 (as amended), for the following reason:

The use was instituted on or before 13 December 2013 and continued thereafter for not less than 10 years without significant interruption.

Signed

Mark Harbottle

Inspector

Date: 27 November 2024
Reference: APP/A2525/X/24/3341311

First Schedule

The use of land as a site for static caravans in residential use in breach of condition 1 and 2 of H18-0691-03 and condition 2 of H18-0224-18 (resubmission of H18-1073-22).

Second Schedule

The 4 parts of the land at Poppy Fields Caravan Park, Fields Farm South, Sutton Bridge, Spalding, Lincolnshire PE12 9XT known as Caravan A3, Caravan B3, Caravan C2 and Caravan C6.

IMPORTANT NOTES – SEE OVER

NOTES

This certificate is issued solely for the purpose of Section 191 of the Town and Country Planning Act 1990 (as amended).

It certifies that the use /operations described in the First Schedule taking place on the land specified in the Second Schedule was /were lawful, on the certified date and, thus, was /were not liable to enforcement action, under section 172 of the 1990 Act, on that date.

This certificate applies only to the extent of the use /operations described in the First Schedule and to the land specified in the Second Schedule and identified on the attached plan. Any use /operation which is materially different from that described, or which relates to any other land, may result in a breach of planning control which is liable to enforcement action by the local planning authority.

Planning Inspectorate

Plan

This is the plan referred to in the Lawful Development Certificate dated: 27 November 2024

by Mark Harbottle

Land at: Poppy Fields Caravan Park, Fields Farm South, Sutton Bridge, Spalding, Lincolnshire PE12 9XT

Reference: APP/A2525/X/24/3341311

Scale: Not to Scale

