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**ERECTION OF SELF-BUILD DWELLING
ADJACENT TO FAIRFIELD HOUSE
THORPES LANE
WHAPLODE
SPALDING
LINCS
PE12 6RS**

FOR

MR & MRS I. BOLLONS



STATEMENT FOLLOWING REFUSAL

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This re-application is following refusal of a Planning Application under reference H23-0838-24 dated 27th November 2024.

The application was refused on the following reasons:-

- 1. The proposal site is located outside of any settlement boundary and is therefore still classed as being in the countryside. Policy 1 of the South East Lincolnshire local plan, 2019 (SELLP) states that development in the countryside will only be permitted that is necessary to such a location and/or where it can be demonstrated that it meets the sustainable development needs of the area in terms of economic, community or environmental benefits.*

It is not considered that the application has demonstrated that the development is essential in this location or meets a defined housing need, suggestions were made that due to the applicant signing up to the Self Build and Custom Housebuilding Register the application could now be viewed favourably, however the Local Planning Authority does not agree with this suggestion. In addition to this, Policy 11 (Distribution of New Housing) of the South Lincolnshire Local Plan specifically refers self-build & custom build dwellings and indicates at Paragraph 5.3.5 that “within the defined settlement boundaries there will be numerous opportunities for infill and larger-scale housing development that will be available to the local builder, self-builder, custom-builder and larger house-building companies”. It is not practical to identify or anticipate all such opportunities: however, the positive tone of the Local Plan encourages such development “provided that the material considerations of the Local Plan and particular sites can be met”. This latter point is particularly pertinent as it makes clear that permission should only be granted for such sites where there are no material considerations set out within the Local Plan that indicate otherwise. The location outside the defined settlement boundary is considered to be a material consideration that holds weight in this instance against the proposal.

Finally, as of 31 March 2023, the Council can now identify a 5- year housing land supply and is able to demonstrate a supply of deliverable sites equivalent to 6 years under the Liverpool Method through the latest Housing Land Supply Assessment. Therefore, when taking these reasons into account the application should be refused.

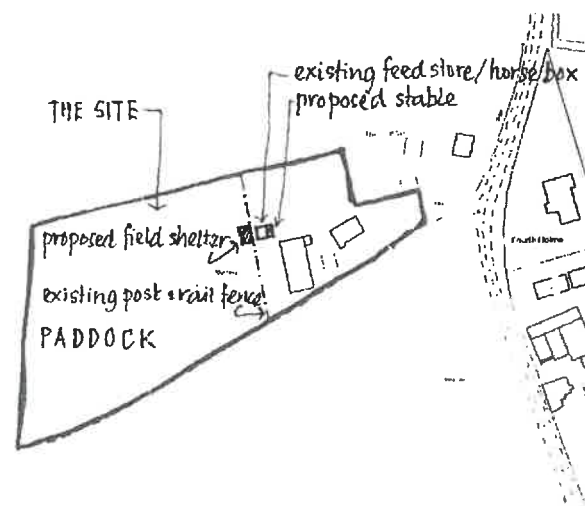
Firstly, our client has already signed up to the Custom / Self-Build Register under reference 1936-9273-6492-9325 as their objective is to downsize and live on the ground floor as their house is not suitable for them now. They have two rescue ponies which have been with the applicants for quite some time and re-locating these or moving will be very unsettling to them and the applicants.

They have looked within the area for a bungalow with land like their existing premises however nothing is available. They both volunteer at the local church in Whaplode and have family in the village and grandchildren at the village school, which they provide childcare too.

The dwelling will be built on a smaller footprint of the existing glasshouses. A Class Q application has been looked into however this fails due to the head height of the existing structures.

The main issue following refusal seemed to be the fact that there was no boundary between the new property and the open fields. The Planning Authority were looking for a “book-end” next to a definitive boundary.

The image below shows the existing post and rail fence which is the boundary from the domestic part of the property to the paddock land. This was outlined in a letter from Gill Smith (Planning Officer) on 6th July 2004, which indicated that planning was not required for stables on the “domestic curtilage” part of the land. This letter and plan were sent in with the original application H23-0838-24 at validation stage to confirm the stables are again to be replaced in the position shown on the site plan. The stables have now been erected.



The applicants have also taken advice from a Solicitor regarding a Unilateral Undertaking under Section 106 which they are prepared to enter which allows them to build this property under the custom / self-build policy and not allow for no further development.

A few applications have now been passed under reference's H22-0984-23, H23-0247-24 and H23-0267-24. These applications are also outside of the development boundary however are in in-fill sites and cover the custom / self-build programme and described in our original planning statement.

Amended drawing is submitted to show the visibility splays and any amendments to the existing fence. We also note that no objections have been raised for the original application.

Therefore, with the information above and attached, my client already signing up to the self-build register this application should now be favourable. The planning statement should also be considered in this application along with the ecology management scheme and Dwelling design.

Sarah Darlow
May 2025

date: 6 July 2004
your reference:
our reference: 1870/23
ask for: Gill Smith
email: gsmith@sholland.gov.uk



2003-2004
Supporting the Rural Economy



Council Offices
Priory Road
Spalding
Lincolnshire PE11 2XE

tel: 01775 761161
fax: 01775 710772
www.sholland.gov.uk

Mrs J McCarthy
Fairfield House
Thorpes Lane
Whaplode
Spalding
Lincolnshire
PE12 6RS

Dear Mrs McCarthy

Proposed Stables for domestic use only

I am writing in response to the above and can confirm that, from the information provided, planning permission will not be required for the proposed stable block as discussed on site.

This is on the understanding that the stables will be sited within the domestic curtilage of the property as identified on site, and not within the paddock area, which is physically separated by a post and rail fence. The stable building sited more than 5 meters away from the nearest point of the existing dwelling, must not exceed 4 meters in height with a ridge roof and 3 meters otherwise, and are used for domestic purposes only.

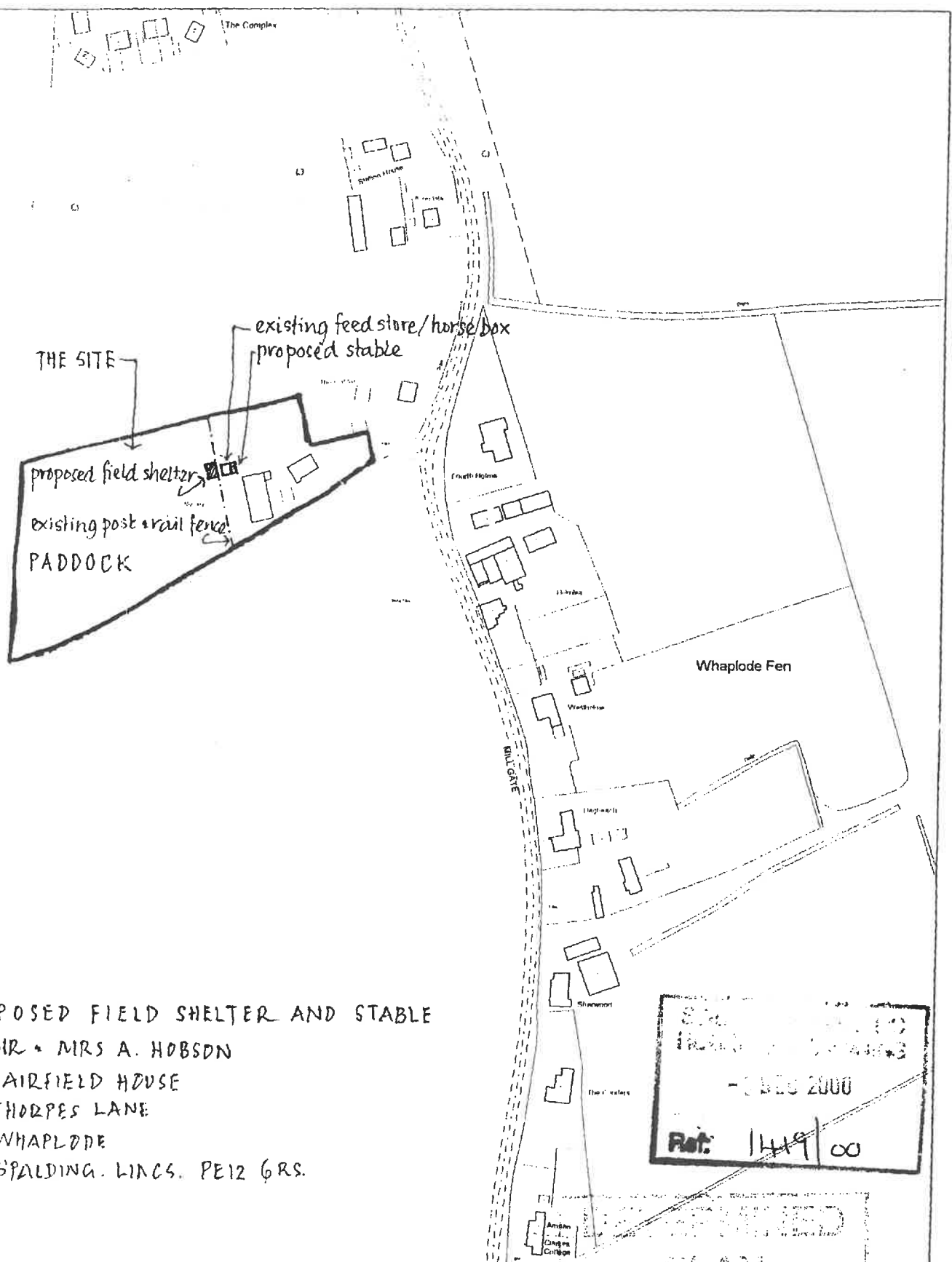
You are reminded that the above advice is purely my professional opinion and offered without prejudice to any subsequent decision by this Authority

I trust this is satisfactory.

Yours sincerely.

A handwritten signature in cursive script, appearing to read "G. Smith".

Gill Smith
Technical Assistant



PROPOSED FIELD SHELTER AND STABLE
for MR & MRS A. HOBSON
FAIRFIELD HOUSE
THORPES LANE
WHAPLODE
SPALDING, Lincs. PE12 6RS.



Council Offices, Priory Road, Spalding,
Lincolnshire PE11 2XE

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DATED

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION
106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

JILL ANN BOLLONS AND IAN BOLLONS

**RELATING TO LAND AT FAIRFIELD HOUSE, THORPES LANE, WHAPLODE, SPALDING
PE12 6RS**

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This deed is dated

Parties

- (1) **JILL ANN BOLLONS AND IAN BOLLONS** of Fairfield House, Thorpes Lane, Whaplode, Spalding, PE12 6UE (**Owner**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Owner intends to develop the Property pursuant to the Planning Permission
- (E) The Council has not determined the Planning Application and the Owner enters into this deed to the intent that any objectives by the Council to the grant of Planning Permission are overcome.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed, and for no other purpose, the following operations:

- a) demolition works;
- b) site clearance;
- c) ground investigations;
- d) site survey works;
- e) temporary access construction works;

- f) archaeological investigation; and
- g) erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Council: South Holland District Council, Council Offices, Priory Road, Spalding, Lincolnshire, PE11 2XE

Development: the development of the Property described in the Planning Application.

[Extant Planning Permission: Planning permission [] relating to the Property.]

Plan: the plan attached to this deed.

Property : the freehold land at Fairfield House, Thorpes Lane, Whaplode, Spalding, PE12 6RS shown edged red on the Plan and registered at HM Land Registry with absolute title under Title number LL152578.

Planning Application: an application for planning permission registered by the Council on [] under reference number [].

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Review Period: six weeks and ten Working Days following the date of issue of the Planning Permission.

TCPA 1990: the Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 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 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 email.
- 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).
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the term(s) **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 deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Property and their respective successors and assigns.
- 2.3 This deed comes into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Covenants with the Council

3.1 The Owner covenants with the Council as follows:

- (a) **[to rescind the Extant Planning Permission]** the next Working Day after the expiry of the Review Period;
- (b) to give at least 5 Working Days written notice to the Council of the Commencement Date.

4. Release

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. Determination of deed

This deed shall be determined and have no further effect if the Planning Permission:

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

6. Local land charge

This deed is a local land charge and shall be registered as such by the Council.

7. Ownership

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

7.2 Until the obligations in clause 3 have been complied with, the Owner will give to the Council within 5 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

8. Notices

- 8.1 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.
- 8.2 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, priory Road, Spalding, Lincolnshire, PE11 2XE marked for the attention of The Planning Officer;
 - (b) to the Owner at: Fairfield House, Thorpes Lane, Whaplode, Spalding, PE12 6RS marked for the attention of Jill Ann Bollons and Ian Bollons; or
 - (c) as otherwise specified by the relevant person by notice in writing to each other person.
- 8.3 Any notice or other communication given in accordance with clause 8.1 and clause 8.2 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:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; or
 - (ii) 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.
- 8.4 A notice or other communication given under this deed is not validly given if sent by email.
- 8.5 This clause 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.

9. Third party rights

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

10. Governing law

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 and Wales.

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

Signed as a deed by
JILL ANN BOLLONS
in the presence of:

.....
Owner

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by
IAN BOLLONS
in the presence of:

.....
Owner

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: