BrendonCare
for older people

PROPOSED 'SHARED CARE' DEMENTIA LIVING SCHEME AT OTTERBOURNE HILL

Application to vary condition 27 on Application No. O/10/67643

PLANNING STATEMENT

Prepared by Pegasus Planning Group | The Brendoncare Foundation | May 2013 | BRS.1999



Pegasus Group

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1. INTRODUCTION

1.1 This Planning Statement supports an application to amend Condition 27 attached to outline planning permission ref: O/10/67643.

1.2 The original outline application for a 35 no. unit shared dementia scheme with 20 no. bedroom nursing wing and associated works was permitted on 14 March 2012. The decision notice, a copy of which is included at Appendix 1 to this statement, includes a number of conditions. Condition 27 states:

> *"(27) Each unit of the residential home hereby permitted shall be occupied only by: (i) person(s) with dementia type illnesses as confirmed by a suitably qualified independent medical practitioner; (ii) persons living as part of a single household with such a person or persons detailed in (i); or (iii) persons who were living as part of a single household with such a person or persons detailed in (i) who have since died within the previous 12 months. Reason: In order to secure properly planned development in accordance with the details submitted with the application."*

APPENDIX 1 – DECISION NOTICE 0/10/67643 (DATED 14 MARCH 2012)

1.3 The reason for the imposition of the condition was cited as:

> "*Reason : in order secure properly planned development in accordance with the details submitted with the application."*

1.4 This application proposes the amendment of this condition to allow persons living as a single household with a person with dementia to continue to reside within the home beyond 12 months after that person may have died. Full justification for the proposal is set down in this Statement, supplemented by the letter from Brendoncare, a further accompanying document with the application.

1.5 The suggested wording for the amended condition is:

> *"(27) Each unit of the residential home hereby permitted shall be occupied only by: (i) person(s) with dementia type illnesses as confirmed by a suitably qualified independent medical practitioner; (ii) persons living as part of a single household with such a person or persons detailed in (i); or (iii) persons who were living as part of a single household with such a*

person or persons detailed in (i) who have since died. Reason: In order to secure properly planned development in accordance with the details submitted with the application."

2. THE SHARED CARE MODEL

2.1 'Shared care' is a pioneering model of care developed by Brendoncare to enable dementia sufferers and their partners to live together independently in their own homes on a dedicated campus, with all nursing care, personal care and other services brought to them as required.

2.2 This form of specialist dementia care is considered a humane and cost effective solution of providing a comprehensive support service, to both dementia sufferers and their carers/partners.

2.3 There are currently few, if any, solutions that offer a genuine opportunity of 'shared care' living, and Brendoncare consider there is a desperate need to replace the solution that separates older couples who may have had many years of marriage together at a time of greatest vulnerability, by the traditional admission of the dementia sufferer to a nursing home.

2.4 The 'shared care' concept not only meets the anticipated demand for such care, but is considered a more cost effective solution, on the basis that it encourages individuals to continue to care for themselves, as far as they are able, whilst also supporting the carer, thereby dramatically reducing demand on health and social services.

2.5 As required by Condition 27, there will be strict admission criteria to ensure that one member has a diagnosis of a dementia related condition (and whilst they would usually be over 60 years in age, there is not such planning restriction, and exceptions will be made by Brendoncare through their own management procedures).

2.6 As is made clear in the Operational Statement, it is likely that the dementia illness would, by time of admission have progressed to 'middle to end' stages of dementia for the individual to be suitable for such admission.

2.7 Accordingly, and on the basis that the dementia would be advanced, the average length of stay is likely to be less than 7 years, on the basis that the average age of the dementia sufferer (at admission) would be 75 years +.

2.8 The proposed 'shared care' facility at Otterbourne Hill would comprise 35 'shared care' two bedroom apartments, as well as a 20 bedroom Nursing Centre (to accommodate those with advance dementia related illnesses).

2.9 The whole purpose of the concept in respect of the 35 two bedroom apartments is to provide and offer flexible care and living solutions, and to allow the couples to remain living together, even if only one person requires nursing care, whilst also enabling visitors, family members etc to stay overnight.

2.10 A copy of the Shared Care Model, as it appears on the Brendoncare website, is included as Appendix 2.

APPENDIX 2 – BRENDONCARE – SHARED CARE MODEL

3. THE PROPOSAL

3.1 The planning application as permitted (App. No. 0/10/67643) was done so on the basis that there was considered sufficient "material considerations", in the form of an identified need, which more than outweighed any harm caused by virtue of the site's proposed development within open countryside.

3.2 The local planning authority in considering the application carefully considered the 'need' for this form of specialist dementia care accommodation in light of statistics that indicated that between 2010 and 2025 there would be a 55% increase in the number of people in the Borough aged 65 and over who are likely to suffer with dementia.

3.3 The advice of Officers was that "*the need argument is indeed quite compelling (providing the solution is affordable), and combined with the other benefits of the development to the community, can outweigh the countryside policy objection*".

3.4 The application was supported by an Operational Statement from The Brendoncare Foundation which clearly identified the arrangements and benefits of this model of care to both dementia sufferers and their partners or carers.

3.5 A copy of the Operational Statement is included as Appendix 3, but was clear in its intent that the 'shared care' model recognised the needs, as well as limitations, of informal carers through frequent, timely intervention and advice.

APPENDIX 3 – THE BRENDONCARE FOUNDATION OPERATIONAL STATEMENT (JULY 2010)

3.6 The Statement was very clear in respect of a number of factors that would need to be adhered to in relation to the admission criteria for future occupants, as well as how 'shared care' units would be disposed of, to preserve the future integrity of the scheme, in terms of meeting the needs of dementia care.

3.7 Notably, a number of scenarios were outlined, including Scenario 1 which considered the position where, following moving in to a 'shared care' unit, the dementia sufferer dies after three years, leaving the partner/principal carer still in residence. Three potential scenarios were identified:-

a) *The principal carer (wife in this instance) chooses to move away;*

b) *The wife requires care herself;*

c) *The wife decides to remain because she is settled.*

3.8 It was made clear in the Operational Statement that whilst there is no actual data to support the three assumptions outlined above, actuarial calculations indicate a higher number would apply to the first two solutions, than the third, i.e. there would be a greater likelihood of the wife choosing to move away or requiring dementia related care herself.

3.9 The requirements of Condition 27 as drafted, depart from the operating requirements of Brendoncare insofar as the condition requires any surviving primary carer/partner to have to move on, even after a period of 12 months following the death of the dementia sufferer. Chapter 5 assesses and fully explains the reasoning as to why the condition should be suitably amended,

4. THE MOUNT HOSPITAL, BISHOPSTOKE

4.1 Pursuant to the granting of planning permission for the Otterbourne Hill scheme, planning permission was granted to the Anchor Trust by Decision Notice dated 22 October 2012 for a Care Retirement Community including close care units and linked assisted living units (App. No. O/12/71007).

4.2 Whilst the scheme was not specifically for dementia related conditions (although it does not prevent such occupation by sufferers), the accompanying Section 106 Agreement (18 October 2012), notably defines who can be a "qualifying occupier" of the scheme, namely:-

> "*Means either a qualifying person; or a co-habitee, spouse or dependent of a qualifying person; or a person who was a co-habitee, spouse or dependent living in a care unit at the time of the death of qualifying person; or staff employed in connection with the provision of care on the development up to a maximum of 6 members of staff at any one time, together with any spouse co-habitee or dependent living with the qualifying person."*

4.3 In effect, this criteria allowed a co-habitee or spouse to continue living within the development, following the death of a 'qualifying person', and does not require them to move on after a period of 12 months following the death.

4.4 A copy of the planning permission and Section 106 Agreement is relation to The Mount Hospital site is included as Appendix 4.

APPENDIX 4 – THE MOUNT HOSPITAL SCHEME, BISHOPSTOKE (PLANNING PERMISSION AND SECTION 106 AGREEMENT) (APP. NO. O/12/71007)

4.5 Whilst this decision is not relied upon as a precedent, there are clear comparables that can be drawn, and in the interests of consistency in the decision making process any operating restriction or limitation that is applied should be common to both, and this in itself partially justifies the minor amendment sought to Condition 27 on the Otterbourne Hill consent.

5. PLANNING ASSESSMENT

5.1 The 'shared care' dementia living scheme at Otterbourne Hill was granted planning permission on the basis of a recognised and identified need.

5.2 The requirements of Condition 27 are fair and reasonable insofar as they apply strict criteria relating to admission to the 'shared care' units.

5.3 The identified need is to provide a form of care and support to not only the dementia sufferer, but also to the primary carer, which is typically the spouse.

5.4 The concept of 'shared care' is considered a humane and cost effective solution of dementia care, to avoid the breakup of a traditional family unit or long standing relationship.

5.5 In order to meet the identified need, Condition 27 should not dissuade or prevent people from admission, on the basis that there is a clear recognition that the primary carer would have to move on 12 months following the death of the dementia sufferer (at a stage in life when they too are likely to be vulnerable through the effects of old age etc).

5.6 On the basis of evidence that supported and accompanied the application, it was made clear that the dementia sufferer's condition was likely to have progressed to 'middle to end stage'; the age of the sufferer was likely to be 75 +; and the carer was also likely to require significant support and care themselves (given the demands of dementia on the carer).

5.7 The Operational Statement examined the scenario whereby the dementia sufferer dies, and notwithstanding evidence put forward with the application, indicating that the most likely scenarios would mean the carer moving on (and selling their leasehold interest in the unit) or requiring care themselves, Condition 27 as imposed enforces the carer to move on 12 months following the death of the dementia sufferer.

5.8 As clearly indicated and recognised, this planning requirement is not only inhumane, but is considered unreasonable on the basis that the surviving person, if they do not need specialist care themselves, would make a reasoned and logical decision as to their future, based upon living conditions, their own state of health and financial

implications. The thought process that they would take, would be dictated by the following:-

- *Do they want to remain living in a dedicated dementia care environment?;*
- *Is their own state of health such that they need specialist care themselves?;*
- *Are they able to meet the ongoing costs of the specialist care that is on offer and provided?;*
- *Are they settled and comfortable in this living environment, and indeed can they provide a vital support service as a carer to other dementia sufferers living at Otterbourne Hill?*

5.9 Based upon this thought process, a decision will be taken by the surviving person, with help and input from their families, as well as with the management and support from Brendoncare, as to what is the most suitable decision, based upon individual circumstances.

5.10 On the basis that the planning system needs to be consistent and reasonable in the decision making process, and given the obligations more recently applied to the permitted care scheme at The Mount Hospital, Bishopstoke, there is considered strong and reasonable grounds to amend Condition 27 such that upon the death of the dementia sufferer, the surviving person, whether a spouse or carer, is not forced to leave their 'shared care' unit following 12 months on from the death of the dementia sufferer.

6. CONCLUSIONS

6.1 Condition 27, as imposed on Decision Notice dated 14 March 2012, is considered unreasonable on the basis that it is unduly restrictive, and does not therefore pass the tests of planning conditions as identified by para. 14 of Government Circular 11/95.

6.2 The majority of Condition 27 as drafted, is considered necessary and relevant to the development permitted, on the basis that it seeks to control the type of person(s) who can accommodate one of the 'shared care' units within the Otterbourne Hill scheme.

6.3 However, the Condition as imposed in relation to the final criteria, effectively nullifies the benefit of the planning permission, and is therefore contrary to advice as set down in para. 35 of Circular 11/95, i.e. it will have the affect of preventing and restricting occupation in the first place, and ultimately could impact upon the degree to which the scheme is effectively trying to meet the identified needs of dementia care within Eastleigh Borough.

6.4 Accordingly, Condition 27 should be re-drafted such that a surviving person can continue to live (if they so wish) within a 'shared care' unit beyond a period 12 months following the death of the dementia sufferer.

6.5 This Planning Statement, together with additional supporting evidence with the application (in the form of the supporting letter from Brendoncare), has sought to justify and explain why Condition 27 should be amended in this way.

APPENDIX 1

DECISION NOTICE 01/10/67643

(DATED 14 MARCH 2012)

Beacon Authority 2008-2009 Tackling Climate Change

Development Control
Application No O/10/67643
Your ref
Please ask for Dawn Errington
Direct dial 023 8068 8260
Hours of work Mon 9-3/Wed 9-1/Tu&Th 9-5
e-mail dawn.errington@eastleigh.gov.uk

Pegasus Planning Group
2-10 Kings Parade Mews
Clifton
Bristol
BS8 2RE

14 March 2012

Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2010

Application No. O/10/67643

In pursuance of their powers under the above Act and in accordance with your application received on 10 August 2010, with subsequent amendments dated

04/11/2010, 11/11/2010, 08/02/2011, 15/02/2011

the Council, as Local Planning Authority hereby GRANT OUTLINE PERMISSION for the following:

Description: Outline: Construction of shared care dementia living scheme comprising 35No. Shared care units and 20No. Bedroom nursing wing with associated vehicular/pedestrian access, car parking, amenity space, landscaping and secure perimeter fence. Change of use of 0.9 hectare grazing land to Public Open Space.

Site: Land Adjacent To Penarth House, Otterbourne Hill, Otterbourne, Winchester

Subject to due compliance with the following conditions:

(1) The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans LOC1C, BLO1B, Su01, Su02, Su03, 01D, 02C, 03C, 04C, 05D, 06D, 07D, 08A, 09A, 10A, 12A, 13A, 14, 15D, 17, 18, 19, 20, 21A, BRS.1999_28-2. Reason: For the avoidence of doubt and the interests of proper planning.

(2) The development hereby permitted must be begun either before the expiry of three years from the date of the grant of this outline permission, or the expiration of two years from the final approval of the reserved matter or, in the case of an approval on different dates, the final approval of the last such matter to be approved. Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(3) In the case of any reserved matter, application for approval must be made not later than three years after the date of the grant of this outline permission. Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(4) Plans and particulars showing the detailed proposals for all the following aspects of the development ('the reserved matters') must be submitted to and approved in writing by the Local Planning Authority before the development is commenced. The development must then accord with these approved details. Reason: In order that these matters may be considered by the Local Planning Authority.

a: The landscaping of the site

(5) Plans and particulars showing the following aspects of the development must be submitted to, and approved in writing by, the Local Planning Authority before the development is commenced. The development must then be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority:

a. The timing and detail of the vehicular and pedestrian accesses for the public open space.

b. The timing and detail of the open space works, including ground modelling, drainage and bidoversity provisions.

c: The full details of foul sewerage disposal.

d: The provision to be made for street lighting and/or external lighting.

e: The provision to be made for the storage of bicycles.

f: Full and final details of levels on and adjoining the site.

g: The provision to be made for the access to and use of buildings and spaces by the disabled, and the provision of car parking spaces for the disabled.

Reason: In order to provide properly planned development.

(6) Details and samples of all external facing and roofing materials must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: To ensure that the external appearance of any building is satisfactory.

(7) Details of the proposed treatment of the site boundaries must be submitted to and approved in writing by the Local Planning Authority and the approved measures must be implemented by a date to be agreed with the Local Planning Authority. Reason: In the interest of amenity.

(8) Details of external security lighting, lockable gates and all other crime prevention proposals must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: In the interests of crime prevention.

(9) The landscape scheme to be approved must be completed within 12 months from the completion of the last building shell, or by such later date as the Local Planning Authority may determine. Any trees or plants which die, are removed or become seriously damaged or diseased during the first five years must be replaced during the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation. Reason: To ensure that the appearance of the development is satisfactory.

(10) No construction or demolition work must take place except between the hours 0800 to 1800 Mondays to Fridays or 0900 to 1300 on Saturdays and not at all on Sundays or Bank Holidays unless agreed, in writing, with the Local Planning Authority. Reason: To protect the amenities of the occupiers of nearby dwellings.

(11) No burning of materials obtained by site clearance or from any other source to take place on this site during the construction and fitting out process without the prior written consent of the Local Planning Authority. Reason: In the interests of amenity.

(12) Prior to the commencement of the development hereby approved (or in accordance with a timetable to be agreed in writing with the Local Planning Authority), a Code for Sustainable Homes interim stage certificate and report highlighting how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' to BREEAM Very Good are to be met shall be submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(13) Prior to the occupation of buildings within the development hereby approved (or prior to a later date as otherwise agreed by the Local Planning Authority) a BREEAM final stage certificate and report highlighting how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' have been met to BREEAM Very Good shall be submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(14) Details of the type of construction proposed for the roads and footway/cycleways proposed, including all relevant horizontal cross sections and longitudinal sections showing the existing and proposed levels together with details of street lighting and the method of disposing of surface water and details of the programme for the making up of the roads and footways must be submitted to and approved by the Local Planning Authority in writing before development commences. Reason: To ensure that the roads are constructed to a standard which will enable them to be taken over as publicly maintainable highways.

(15) The vehicular access (including any construction vehicle access) must be at the point marked 'X' on the approved plan. Reason: In the interests of highway safety.

(16) Measures to be submitted to and approved in writing by the Local Planning Authority, to prevent mud being deposited on the public highway by vehicles leaving the site must be implemented during the whole of the construction period. No vehicle shall leave the site unless its wheels have been sufficiently cleaned to prevent mud being deposited on the public highway. Reason: In the interests of highway safety.

(17) The existing site access/egress arrangement to the site must be stopped up and abandoned and footway and verge crossings shall be reinstated in accordance with details to be approved by the Local Planning Authority, before any other works on the site are commenced. The existing access/egress shall not be used for construction vehicles. Reason: In the interests of highway safety.

(18) Details of Contractor's site hut location and any areas designated for the storage of building materials must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 site huts and building materials must not be stored elsewhere on the site without the prior written permission of the Local Planning Authority. Reason: To ensure that natural features are not damaged.

(19) No work shall commence on site until the following has been submitted to, and approved in writing by the Local Planning Authority:

a. A Desk Study documenting all the previous and existing land uses of the site and adjacent land in accordance with national guidance as set out in Contaminated land Reports Nos. 1 and 2, and BS10175:2001 Investigation of potentially contaminated sites - Code of Practice, and, unless otherwise agreed with the Local Planning Authority;

b. A site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the submitted desk study in accordance with BS10175:2001, and unless otherwise agreed with the Local Planning Authority;

c. A detailed scheme for remedial works and measures to be undertaken to avoid the risk from contaminants and/or gases when the site is developed and proposals for future maintenance and monitoring. Such a scheme shall include nomination of a competent person to oversee the implementation of the works.

Reason: In the interests of amenity

(20) The development hereby permitted shall not be occupied / brought into use until there has been submitted to the Local Planning Authority verification by the competent person approved under the provisions of condition19(c) that any remediation scheme required and approved under the provisions of condition 19(c) has been implemented fully in accordance with the approved details (unless varied with the written permission of the Local Planning Authority in advance of implementation).Unless agreed in writing with the Local Planning Authority such verification shall comprise:

a. As built drawings of the implemented scheme;

b. Photographs of the remediation works in progress;

c. Certificates demonstrating that imported and / or material left in situ is free from contamination.

Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under condition 19(c).

Reason: In the interests of amenity.

(21) Development shall not begin until the developer has carried out a dust assessment, and prepared a scheme of works to deal with dust from the site that adequately takes into account the impact of site preparation and construction works, on existing and proposed dwellings, has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall detail the mitigation measures for protecting existing and proposed dwellings from dust, and otherwise as deemed necessary by the Local Planning Authority. The assessment should have due regard to current advice and guidance. Reason: To protect the amenities of occupiers of any nearby premises from dust.

A useful approach is provided by: The Greater London Authority and London Councils in; 'The control of dust and emissions from construction and demolition Best Practice Guidance'.
http://www.london.gov.uk/mayor/environment/air_quality/docs/construction-dust-bpg.pdf

(22) Before development commences, a plan must be submitted to and approved in writing by the Local Planning Authority showing a line of protective fence around all trees, hedges and other natural features to be retained. Fencing shall be weld mesh panels secured to a scaffold framework in accordance with BS5837. No excavation shall commence on the site until the fencing has been erected and the fencing must be maintained during the course of works on the site. No access by vehicles or placement of goods, fuels or chemicals, soil or other materials shall take place inside the fencing area. Note: The card accompanying this notice should be sent to the Development Control Section when the protective fencing is in place and development must not commence until the fencing has been inspected and the card signed by the inspecting officer. Reason: To ensure the natural features are protected from damage throughout the construction period.

(23) Development shall not begin until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion. Reason: To reduce the surface water run off from the site, prevent an increased risk of flooding, to improve and protect water quality, and to ensure future maintenance of the surface water drainage system.

(24) Details of the type and timing of any piling works shall be submitted to and approved in writing by the Local Planning Authority before development commences and no driven piles shall be used. Reason: In the interests of residential amenity.

(25) No development shall commence until full details and specifications of the off-site highway works, as shown in principle on the Transport Statement Drawing No 924-SK-01 RevB, have been approved in writing by the local planning authority in consultation with the highway authority. No part of the development shall be occupied until the approved off-site highway works have been completed. Reason: In the interests of highway safety.

(26) Notwithstanding the provisions of the Town and Country Planning Town and Country Planning Use Classes Order 1987 (as amended 2005) (or any order revoking, re-enacting or modifying that Order), the use of the development hereby permitted shall be as a Class C2 and C3 Shared Care Dementia Living Scheme only. Reason: In order to comply with the special planning circumstances given in justifying the dvelopment in its countryside location.

(27) Each unit of the residential home hereby permitted shall be occupied only by: (i) person(s) with dementia type illnesses as confirmed by a suitably qualified independent medical practioner; (ii) persons living as part of a single household with such a person or persons detailed in (i); or (iii) persons who were living as part of a single household with such a person or persons detailed in (i) who have since died within the previous 12 months. Reason: In order to secure properly planned development in accordance with the details submitted with the application.

(28) The development hereby permitted must not be brought into use until the areas shown on the approved plan for the parking and turning of vehicles shall have been made available, surfaced and marked out, and the areas must be retained, including those areas marked out on the plan as being unallocated, in a condition to the satisfaction of the Local Planning Authority, and reserved for that purpose at all times. Reason: In the interests of highway safety/amenity.

(29) Before any development is commenced a noise and vibration assessment shall be carried out to assess the impact of construction noise on nearby noise sensitive development, and a report of its findings submitted to the Local Planning Authority for approval. (The report shall include a scheme of mitigation measures for protecting the proposed dwellings from noise and vibration as deemed necessary by the Local Planning Authority). The assessment should have due regard to the advice and guidance contained in British Standard BS5228:2009 Pts 1 and 2. Reason: to ensure acceptable levels of noise within the development.

(30) The development shall be implemented in full compliance with the recommendations and Reptile Mitigation Strategy of the submitted EPR Ecological Appraisal and Protected Species Survey Final Report July 2010. Reason: to ensure adequate biodiversity protection and mitigation.

(31) The air quality mitigation provisions recommended within the submitted Accon UK Air Quality Assessment dated 20/07/2010 shall be fully implemented before Block A is first occupied. Reason: to minimise future occupiers' exposure to air pollution.

(32) The siting and installation of plant and equipment, including process exhausts, which gives rise, or is likely to give rise, to emissions to air of either ash, dust, fume, gases, grit, odours or soot shall be approved in writing by the Local Planning Authority. Any plant or equipment used for the purpose of air conditioning shall be provided with suitable acoustic attenuation, or sited at agreed locations, to mitigate

the effects of noise as approved in writing by the Local Planning Authority. Reason: in the interests of residential amenity.

(33) Before any development is commenced a noise assessment shall be carried out and a report of its findings submitted to, and approved in writing by, the Local Planning Authority (the report shall include a scheme of mitigation measures for protecting the proposed development from noise as deemed necessary by the Local Planning Authority, and so as to comply with the requirements of policy 31ES of the local plan.). The development hereby permitted shall not be occupied / brought into use until verification that the approved scheme required has been fully implemented (unless varied with the written permission of the Local Planning Authority in advance of implementation) has been submitted to, and approved in writing by, the Local Planning Authority. Reason: In the interests of residential amenity.

(34) No development shall take place until the applicants, or their agents or successors in title, have secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation that has been submitted to and approved by the Local Planning Authority. Reason: in the interests of archaeology.

NOTE TO APPLICANT: It is considered that, subject to compliance with the conditions and any obligations attached to this permission, the proposed development is acceptable because it will not materially harm the character of the area, the amenity of neighbours or highway safety, and it is in accordance with the policies and proposals of the development plan, as listed below, and after due regard to all other relevant material considerations the local planning authority is of the opinion that permission should be granted.

The following development plan policies are relevant to this decision and the conditions attached to it:

Eastleigh Borough Local Plan Review 2001-2011 1.CO(35), 23.NC, 24.NC (bidodiversity); 30.ES, 31.ES (Noise), 33.ES (Air quality), 34.ES (CO2 emissions), 35.ES (contamination), 37.ES (sustainability), ,45.ES (sustainable drainage), 59.BE (good design), 62.BE (disabled access), 63.BE (car park design), 100.T (Transport), 101.T (transport contributions), 102.T (new accesses), 103.T (green travel plans), 104.T (parking), 149.OS (open space), 165.TA (public art), 190.IN (adequate infrastructure), 191.IN (contributions to infrastructure).

Under the Town and Country Planning [Fees for Applications and Deemed Applications][Amendment][England] Regulation 2008, a fee is now required for Discharge of Condition Applications.
N.B. Conditions not fully discharged, invalidate the planning permission.

The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development.



C L Thomas
Head of Development Control

N.B. See Enclosed Notes (POL)

APPENDIX 2

BRENDONCARE – SHARED CARE MODEL

Shared Care





Shared Care is a pioneering model of care developed by care charity Brendoncare which will enable dementia sufferers and their partners to live together independently in their own homes on a dedicated campus with all nursing care, personal care and other services brought to them if and whenever needed. With expert staff, careful 'Smart' design and the judicious use of Assistive Technology, Brendoncare will effectively 'share the care' with the resident, resident's family and carers.

Brendoncare will achieve this through the creation of an environment that meets the special needs of dementia. A sympathetically designed safe campus will house apartments with the latest 'Smart Design' and using a full range of Assistive Technologies, offering full control and discreet support for the residents at their own choice. These apartments will be complemented by the on-site nursing unit which will offer episodic care to residents when required and provide an on-site team of qualified nursing and care staff, to deliver whatever care is needed 24/7.

Treatment of mental health remains one of the most prevalent unmet needs for older people and yet most care for dementia sufferers is delivered informally by unpaid family members, other unpaid carers or directly-employed individuals. Research has shown that although many carers gain satisfaction from their role they also experience high levels of burden and mental distress. It is often the unremitting nature of the demands of the dementia sufferer which grinds down the most dedicated carers. With timely help, opportunities to have a break and the guarantee of support in a crisis, the contribution of the informal carer can be hugely improved.

Shared Care will be the first example of a format of care that offers unconditional support for both the dementia patient and the carers in their own home. It will encourage them to remain independent while providing the security of knowing that there is a full range of specialist help at hand to share the burden of living with this cruelly progressive disease. It will help to retain dignity and promote independence, offering the opportunity for residents to remain in charge of the type and frequency of care they receive.

Brendoncare Otterbourne Hill

Brendoncare hopes to develop its first Shared Care facility in Otterbourne Hill in Hampshire. It would comprise 35 'total care living' two bedroom Shared Care apartments and a 20 bed nursing centre. An integral part of the concept would be the themed services which promote normal living such as a restaurant, community room, library, lounge, recreation centre, hairdressing salon, shop and coffee shop. Importantly, especially for the very frail, these facilities would be near at hand and 'older people friendly'.

Click here for full details about our plans for Otterbourne Hill

The apartments will be suitable for disabled living and the discreet delivery of health care for people with dementia, through a range of carefully selected Assistive Technologies ie products and services designed to enable independence for disabled and older people. These could include:

- supportive technologies to help people perform tasks that they may find difficult (eg video entry systems and medication reminder units)
- detection and reaction (responsive) technologies to help people manage risks and raise alarms (eg example panic buttons/pendants)
- prediction and intervention (preventative) technologies to help prevent dangerous situations and raise alarms (eg falls predictors, monitors for assessing physiological symptoms and room occupancy monitors).

Importantly, the fact that all the apartments have two bedrooms offers flexible care and living solutions, and allows couples to remain together even if only one person requires nursing care, while also enabling visitors, family members or a carer to stay overnight.

The 20 bed nursing centre will provide continuing care to residents with dementia whose preference is for a more traditional 'nursing home' care service. The centre will also provide episodic (respite) care for those in the apartments if and when needed.

Brendoncare and the Otterbourne community

Brendoncare is committed to developing links with its communities and to becoming a vital service for older people locally. It is hoped to develop a dementia daycare service to afford local families occasional or regular respite.

APPENDIX 3

THE BRENDONCARE FOUNDATION OPERATIONAL STATEMENT (JULY 2010)

BrendonCare
for older people

The Brendoncare Foundation

Brendoncare Otterbourne Hill
'Shared Care' for Older People with Dementia

Supporting and Operational Statement







July 2010
Ron Staker
Chief Executive

Brendoncare Otterbourne Hill
'Shared Care' for Older People with Dementia

Planning application – Supporting and Operational Statement

Executive Summary

Brendoncare Otterbourne Hill will be a 'Shared Care' facility offering specialist care for people with cognitive impairment (dementia) along with their families and carers. 'Shared Care' is a pioneering model of care developed by care charity Brendoncare which will enable dementia sufferers and their partners to live together on a dedicated campus with all nursing care, personal care and other services brought to them if and whenever needed.

With expert staff, careful 'Smart' design and the judicious use of Assistive Technology, Brendoncare will effectively 'share the care' with the resident, resident's family and carers.



Brendoncare Otterbourne Hill
'Shared Care' for Older People with Dementia

Planning application – Supporting and Operational Statement

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Background

The number of people with dementia is rising at an alarming rate, and yet caring for older people with dementia is one of the least well provided areas. This illness is progressive and often results in the individual being eventually admitted to a nursing home, mainly because they are unable to live in traditional community settings. Families and partners in particular often become the principal carer during the early stages of the illness usually on an unpaid and under-supported basis.

There are currently few, if any, solutions that offer a genuine opportunity of 'shared care' living to the end.

There is a desperate need to replace the solution that separates older couples who may have 40 or 50 years of marriage together at a time of greatest vulnerability by admission to a nursing home.

The costs of care are challenging the economies of every developed nation with all solutions in England pointing towards a greater shift in the individuals' contribution to that of the State.

The principal benefits of Brendoncare's Shared Care Concept

Shared Care offers a solution in four key areas:

1. Enables a degree of independent living, by the provision of on site 24/7 support
2. Avoids breaking up homes/relationships
3. Is a more cost-effective solution because it encourages individuals to continue to care for themselves, as far as they are able, and, by supporting the informal carer, dramatically reduces demands on health and social services
4. The resource would also be available as a local asset to support people in the locality affected by the illness through the Shared Care Club.

The Shared Care Scheme

Shared Care is a specialist service for people suffering from dementia and their spouses or partners. On the one site there will be two living style options; the traditional nursing home and 'shared care' care units. Both will be supported by facilities that enable a degree of independence in frailer old age such as a restaurant, fitness suite, hairdressing salon, community rooms and the services of a handyman and laundry. The services of the whole site will be registered with The Care Quality Commission .

Design considerations

The scheme is designed to provide a safe and suitable environment for dementia sufferers. This ranges from providing a safe perimeter in order that residents within the scheme may live freely without the fear of getting lost, to the application of smart design, assistive technology and the provision of 24/7 trained nursing staff.

Shared Care is about the discreet and expert application of appropriate support to ensure residents and their carers can retain a degree of independence, but in an environment where help is on hand at all times. It is about recognising the needs of informal carers for frequent, timely intervention and advice. It is about creating a sympathetic community of like-minded individuals who support each other.

Residents of Shared Care

The pattern of demand for care is expected to follow the experience of the Total Care Living Model at Knightwood in Chandlers Ford and Brendoncare's dementia nursing homes. Typically new admissions are at their fittest and over a relatively short time (9 to 18 months) there is a gradual increase in the amount of care and support being delivered. This may escalate from time to time for medical reasons and may become permanent as the illness progresses. It is expected that a great deal of care and support will become necessary during the course of the illness.

All residents are entitled to the services of a GP and Brendoncare will work closely with them and other local health care agencies. Brendoncare expects to become a resource for local dementia services (see below)

A more humane and cost effective solution

To avoid breaking up families and by providing a comprehensive support service, spouses/partners will be encouraged to care for their loved one. The savings on the cost of care are very significant and it is a much more humane solution.

Admission criteria

Suitability for admission to a 'shared care' unit will be determined by a medical and social care assessment carried out by experienced registered nursing staff based on site.

Usually one member of the family will have a diagnosis of dementia and be over 60 years of age however exceptions will be made for those with early onset of the illness.

Admission to the dementia nursing wing will also be determined by medical and social care assessment. It is probable that the illness will have progressed to the middle to end stages of dementia for the individual to be suitable for admission to this unit. Admissions will be accepted direct from the community and some beds will be reserved for respite care.

Preserving the integrity of the scheme

The apartments must be occupied by individuals meeting the admission criteria. To secure this into the future the following rules apply:

In the event of the demise of the occupant(s) the estate may sell the leasehold; however the transfer will only be approved if the purchaser(s) meet the admission criteria.

Non qualifying purchasers are only permitted where they grant a qualifying tenant a lifetime tenancy.

Some scenarios examined

1. Husband with dementia moves in with wife to Shared Care. Wife is the principal carer. After 3 years, husband dies. What happens to wife?

Answer: Three scenarios have been identified* :
a) Wife chooses to move away
b) Wife requires care herself
c) Wife decides to remain because she is settled. She will not be required to leave because she meets the minimum age qualification of 60 years old

*As a new concept there is no actual data to support the above assumptions, however actuarial calculations indicate a higher number would apply to the first two solutions than the third.

2. As above but wife dies before husband (this is more common than any other illness of old age)

Answer: Husband would be encouraged to remain living in his 'shared care' unit for as long as he was able before moving into the nursing wing if and when 'shared care' living was no longer a possibility.

3. Older person on their own would probably be in the early stages of dementia to be able to live 'independently' on their own.

The full potential is yet to be tested and proven as to how long individuals or couples with the levels of support available with this model of care are able to enjoy a reasonable quality of life. Some may survive for many years but it is all dependent on the type of dementia.

Shared Care Club

The Shared Care facility would be available as a resource to the local community of people coping with dementia in the following ways:

By joining the Club*, members would be able to access a number of the support facilities on site:

a) An "Advice Helpline" whereby experienced staff would be available to offer information and advice

b) The Support Group and the Relatives Room

c) Use of the on-site restaurant, hairdressing salon, fitness suite and joining in with the on-site organised activities programme.

* The Club would be formally constituted and for a nominal membership fee all the above would be accessible. The creation of a Club enables proper control of the access to the on-site facilities. A version of this model is already successfully working at Knightwood.

Shared Care statistics

As a new concept there is no data available about length of stay, average age of residents, average life expectancy or the breakdown of potential savings to Health and Social Care services. However based on Brendoncare's considerable experience of running Dementia Nursing Homes and the Total Care Living Scheme at Knightwood and its earlier versions at Alton and Otterbourne, the following would be typical:

- The average age would be 70+ with a sizeable minority aged 80+
- The average length of stay would be less than seven years (Shared Care) and two years for a direct admission to the Dementia Nursing Wing.

Financial Model

Brendoncare is only able to fund a leased model of development.

The individuals purchasing a 125 year lease retain the value of the asset. This encourages, for example, families to "invest" in their parents' care knowing they will retain the value of the asset and receive its full value upon the demise of both parents.

Parents, for similar reasons, wish to ensure their families are left a legacy, which they would be able to do by disposing of the lease to another purchaser who meets the admission criteria.

Brendoncare, as a registered charity, offers "care for life" for anyone who is a resident and qualifies for a Community Grant. This means any difference between actual fee costs and State support is met through charitable funds.

Background to Brendoncare

Brendoncare is a registered charity which was established over 25 years ago by Hampshire GP, Sir Ronald Gibson, a champion of the rights of older people. He pioneered the idea of tailoring the full range of care to fit the changing needs of individuals, offering care with discretion and dignity, and today these principles guide Brendoncare's work. The charity is dedicated to enriching the lives of older people and has a well-deserved reputation for providing excellent care.

Brendoncare has 10 nursing homes and care centres for physically and mentally frail older people across the south, including three care centres in Winchester and one in Chandlers Ford, and provides respite care, home care, daycare, close care and total care living services. Brendoncare has over 720 staff and cares for around 480 older people.

Brendoncare aims to set precedents and high standards in the sector and challenges the conventional solutions of providing care to older people through innovative care services. Brendoncare's vision of how care should be delivered combines maintaining independence, individuality and choice. The charity has earned a reputation for providing care of the highest standard to older people, and is dedicated to improving the quality of their lives.

Among Brendoncare's guiding principles is the aim to deliver the full range of care under one roof so that people should never have to move, especially when experiencing changing health or social care needs.

The Brendoncare Philosophy of Care

In the 21st Century it is the right of older people to expect:

- to live secure in the knowledge that, even in the event of illness, they will never have to move from the comfort of their friends or familiar surroundings to receive the care they need
- to enjoy life among kindred spirits in an atmosphere of kindness and understanding
- to be cared for with dignity and respect by people who appreciate their need for privacy, individuality and freedom of choice
- to control their lives as much as possible.



Close Care

Brendoncare's 'close care' concept has been operating successfully for many years in Otterbourne, Alton and East Grinstead. At Otterbourne, a 22 unit close care scheme is supported by The Old Parsonage Nursing Home while at Alton care is provided to 46 apartments supported by a 75 bed nursing home. At Stildon in East Grinstead, 11 close care apartments are supported by a 32 bed nursing home and a small daycare centre.

Brendoncare's experiences have proved that it is possible to successfully deliver services to provide high dependency social care to residents in their own home. These concepts have been particularly well received by individuals who have had some experience of dependence in old age and therefore know how disruptive a move due to increasing frailty can be. It is proven that moving older people between home, hospital and nursing home is detrimental to both their quality of life and their life expectancy.

Total Care Living

In recent years, Brendoncare has developed the close care concept further into 'Total Care Living' which enables people to live independently in their own home (on a care complex) with nursing care, personal care and other services brought to them whenever they are needed. Total Care Living reverses the traditional emphasis from providing care in a nursing home to delivering nursing home levels of care in people's own home, preserving independence through discreet support. This covers practical support (cleaning, shopping, property upkeep, cooking) through to personal care (washing, grooming, assistance with getting up, dressing, feeding and going to bed) and nursing care (supervision and delivery of medication, care planning and wound dressing). This care is delivered by qualified, capable staff who are close at hand and available 24 hours a day, 365 days a year.

Total Care Living is the amalgamation of Brendoncare's experience and conviction that the solution to better care for older people needs a better approach. By delivering all levels of care to people living in their own homes on a dedicated campus, it is possible to have the best of both worlds.

Brendoncare Knightwood

Opened in September 2006, Brendoncare's first ever 'total care living' centre is now operating successfully in Chandlers Ford, Hampshire. It comprises 37 two bedroom apartments/bungalows and a 20 bed short-stay Rehabilitation Nursing Centre. There is a range of support services which promote normal living such as the fitness suite/ physiotherapy room, licensed restaurant, shop, hairdressing salon, library and coffee shop.

The Rehabilitation Centre is the engine driving the 'total care living' concept, acting as the resource centre for all the nursing and personal care and all hotel services provided on site.

Brendoncare's 'Shared Care' concept

The success of the Knightwood 'total care living' centre has led Brendoncare to develop its 'Shared Care' concept.

Treatment of mental health remains one of the most prevalent unmet needs for older people and yet most care for dementia sufferers is delivered informally by unpaid family members, other unpaid carers or directly-employed individuals. Research has shown that although many carers gain satisfaction from their role they also experience high levels of burden and mental distress. It is often the unremitting nature of the demands of the dementia sufferer which grinds down the most dedicated carers. With timely help, opportunities to have a break and the guarantee of support in a crisis, the contribution of the informal carer can be hugely improved.

'Shared Care' will be the first example of a format of care that offers unconditional support for both the dementia patient and the carers in their own home. It will encourage them to remain independent while providing the security of knowing that there is a full range of specialist help at hand to share the burden of living with this cruelly progressive disease. It will help to retain dignity and promote independence, offering the opportunity for residents to remain in charge of the type and frequency of care they receive.

Brendoncare Otterbourne Hill

The 'shared care' units will be suitable for disabled living and the discreet delivery of health care for people with dementia, through a range of carefully selected Assistive Technologies ie products and services designed to enable independence for disabled and older people. These could include:

- supportive technologies to help people perform tasks that they may find difficult (eg video entry systems and medication reminder units);
- detection and reaction (responsive) technologies to help people manage risks and raise alarms (eg example panic buttons/pendants);
- prediction and intervention (preventative) technologies to help prevent dangerous situations and raise alarms (eg falls predictors, monitors for assessing physiological symptoms and room occupancy monitors).

The units will be built to the government's new Lifetime Homes Standards with wide doorways, a call system, buggy park and charge point, fully fitted kitchen and assisted bathroom. Importantly, the fact that all the units have two bedrooms offers flexible care and living solutions, and allows couples to remain together even if only one person requires nursing care, while also enabling visitors, family members or a carer to stay overnight.

The nursing centre will provide continuing care to residents with dementia whose preference is for a more traditional 'nursing home' care service. The centre will also provide episodic (respite) care for those in the apartments if and when needed.

The nursing rooms and total care living apartments will all comply fully with and in many areas exceed the requirements of the Care Standards Act 2000 and the Health and Social Care Act 2008.

Brendoncare and the Otterbourne community

Brendoncare is committed to developing links with its communities and to becoming a vital service for older people locally, indeed Brendoncare The Old Parsonage is less than a mile away and enjoys good relationships with its neighbours. It is hoped to develop a dementia daycare service to afford local families occasional or regular respite.

Importantly, Brendoncare Otterbourne Hill will generate full-time and part-time employment for around 45 local people in nursing, caring, managerial and supporting roles. Brendoncare is an accredited Investor in People and has also gained the Investing in Volunteers quality standard. The charity has a strong commitment to staff development and a good track record in staff recruitment and retention.

The facility will also generate opportunities for local businesses in terms of providing a range of supplies, as well as a number of contract services.

Why this site?

Not only is there a need for the Brendoncare Otterbourne Hill facility, but Brendoncare is also fortunate to have a cooperative landowner (The Perbury Group) which is prepared to contribute the land at a price below market value, a crucial point as Brendoncare is a charity with restricted funds. Furthermore, the nature of the proposed scheme necessitates a site of around three acres. Affordable plots of this size are hard to find so the site earmarked in Otterbourne represents an excellent opportunity.

Additionally, the fact that the site is located within a few miles of four additional Brendoncare care centres will enable Brendoncare to further develop its 'Cluster Concept'. This innovative model of care involves a number of care centres, each with a specialty such as palliative care, rehabilitation, chronic illness or dementia, clustered within a few miles of each other. This enables economies of operating costs without creating institutional scale developments, and also encourages opportunities for social integration.

The final word

Brendoncare believes this development will be of real benefit to its residents, their families and also to the whole community. It will be a safe environment where choice, independence and 'wellness' will be celebrated and will provide Brendoncare with an opportunity to provide quality nursing care for those who need it most; the vulnerable members of our older generations suffering with dementia.



Ron Staker.

Ron Staker
Chief Executive
The Brendoncare Foundation

APPENDIX 4

THE MOUNT HOSPITAL SCHEME, BISHOPSTOKE (PLANNING PERMISSION AND SECTION 106 AGREEMENT) (APP. NO. O/12/71007)

Development Control
Application No O/12/71007
Your ref
Please ask for Dawn Errington
Direct dial 023 8068 8260
Hours of work Mon&Wed 9-3 Tue&Thu 9-5
e-mail dawn.errington@eastleigh.gov.uk

Mr Rob Duff
Pegasus Planning Group
First Floor, South Wing
Equinox North, Great Park Road
Almondsbury
Bristol
BS32 4QL

22 October 2012

Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2010

Application No. O/12/71007

In pursuance of their powers under the above Act and in accordance with your application received on 20 June 2012, with subsequent amendments dated

27/06/2012, 08/08/2012, 24/08/2012, 05/09/2012, 12/09/2012, 14/09/2012, 18/09/12, 19/09/2012, 08/10/12

the Council, as Local Planning Authority hereby GRANT OUTLINE PERMISSION for the following :

Description: Outline application for continuing care retirement community development incorporating a core building (including care bedrooms, close care units, linked assisted-living units, and ancillary facilities), assisted-living units, landscaped grounds, internal highways and car parking; detailed matters for approval: access, full details of the core building (including conversion of the Mount) and 56no. assisted living units. All other matters reserved.

Site: The Mount Hospital, Church Road, Bishopstoke, Eastleigh, SO50 6ZB

Subject to due compliance with the following conditions:

(1) The development hereby permitted shall be carried out in accordance with the following approved plans: URB-VC 08 70 01 Rev D01, URB-VC 08 70 02 Rev D01, URB-VC 08 70 03 Rev D01, URB-WS 08 70 01 Rev D01, URB-WS 08 70 02 Rev D01, URB-WS 08 70 03 Rev D01, URB-WS 08 70 04 Rev D01, URB-B01 08 70 01

Rev D00, URB-B02 08 70 01 Rev D01, URB-B02 08 70 02 Rev D01, URB-B04 08 70 01 Rev D01, URB-B04 08 70 02 Rev D01, URB-B05 08 70 01 Rev D01, URB-B05 08 70 02 Rev D01, URB-B07 08 70 01 Rev D00, URB-B07 08 70 02 Rev D00, URB-B07 08 70 03 Rev D00, URB-B08 08 70 01 Rev D00, URB-B16 08 70 01 Rev D01, URB-BS 08 80 01 Rev D01, URB-BS 08 80 02 Rev D01, URB-VC 08 36 04 Rev D01, URB-VC 08 40 04 Rev D01, URB-VC 08 43 03 Rev D01, URB-VC 08 90 01 Rev D00, URB-VC 08 90 02 Rev D00, URB-WS 08 36 01 Rev D01, URB-WS 08 38 01 Rev D01, URB-B01 08 36 01 Rev D00, URB-B02 08 34 01 Rev D01, URB-B02 08 37 01 Rev D01, URB-B03 08 34 01 Rev D00, URB-B04 08 34 01 Rev D01, URB-B04 08 37 01 Rev D01, URB-B05 08 34 01 Rev D01, URB-B07 08 40 01 Rev D00, URB-B07 08 43 01 Rev D00, URB-B07 08 46 01 Rev D00, URB-B08 08 39 01 Rev D00, URB-B09 08 38 01 Rev D00, URB-B16 08 38 01 Rev D01, URB-LO 08 36 01 Rev D00, URB-BS 08 36 01 Rev D01, URB-BS 08 90 01 Rev D01, URB-BS 08 90 02 Rev D01, URB-BS 08 90 03 Rev D01, URB-BS 08 90 04 Rev D00, URB-BS 08 90 05 Rev D01, URB-BS 08 90 10 Rev D00, URB-BS 08 90 11 Rev D00URB-BS 08 90 12 Rev D00, URB-BS 08 90 13 Rev D00, URB-BS 08 90 14 Rev D00, URB-BS 08 90 15 Rev D01, URB-BS 08 90 16 Rev D00, 1263.L.3 Rev A, 1263.L.2. Rev A, 1263.D01, 1263.D.21, 1263.D.22, E245 6351 RevP3. Reason: For the avoidance of doubt and in the interests of proper planning.

(2) The development hereby permitted must be begun either before the expiry of three years from the date of the grant of this outline permission, or the expiration of two years from the final approval of the reserved matter or, in the case of an approval on different dates, the final approval of the last such matter to be approved. Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(3) Other than in the areas where the reserved matters are approved by this planning permission, no development shall start until details of the:
a) layout of the site.
b) scale of the buildings.
c) external appearance of the buildings.
d) landscaping of the site
[hereafter called "the reserved matters"] have been submitted to and approved in writing by the Local Planning Authority. Application for the approval of the reserved matters not approved by this permission shall be made within three years of the date of this permission. The development shall accord with the approved details.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(4) The development of Phase 2 (the outline phase subject to further reserved matters approval) shall be in full accordance with the use, layout, scale and design principles set out in Section 6.0 Site Masterplan of the submitted Design and Access Statement (Urban Edge June 2012). Reason: to ensure design continuity and quality for the development as a whole

(5) Details and samples of all external facing and roofing materials must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: To ensure that the external appearance of any building is satisfactory.

(6) No construction work shall start until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. Construction

work shall only take place in accordance with the approved method statement which shall include:
a) a programme and phasing of the construction work, including roads and footpaths;
b) location of temporary , site buildings, compounds, construction material, and plant storage areas used during construction;
c) the arrangements for deliveries associated with all construction works including loading and unloading of plant and materials;
d) the parking and turning provision for vehicles of site operatives and visitors;
e) measures to control the emission of dust and dirt generated by construction (with due regard to the London Councils' best practice guidance document - The Control of Dust and Emissions from Construction and Demolition);
f) a scheme for controlling noise and vibration from construction activities (to include piling and to have due regard to the advice within BS5228:2009 Noise and Vibration Control on Construction and Open Sites);
g) provision for storage, collection, and disposal of rubbish from the development during the construction period;
h) measures to prevent mud and dust on the highway during construction;
i) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
j) temporary lighting;
k) the protection of pedestrian routes during construction;
l) all lorry routes to and from the site;
m) the provision for a banksman for the Church Road access/egress
Reason: To limit the impact the development has on the amenity of the locality.

(7) No development of each phase shall start until the following details have been submitted to and approved in writing by the Local Planning Authority:
a) The alignment, height and materials of all walls, fences and other means of enclosure
b) external meter housing, chimneys or flues/extraction systems/exhausts
c) satellite dishes
d) any external plant or equipment to be used for air conditioning/ventilation/heating or cooling and associated acoustic attenuation

The development shall be completed in accordance with the approved details.
Reason: To limit the impact the development has on the locality.

(8) Within 3 months from the commencement of development of each phase a Code for Sustainable Homes/BREEAM interim stage certificate and sustainability report [demonstrating how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document ‘Environmentally Sustainable Development’ are to be met] shall be submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document ‘Environmentally Sustainable Development’

(9) No phase of the development shall be occupied [unless agreed in writing by the Local Planning Authority] until a Code for Sustainable Home/BREEAM final stage certificate and sustainability report [highlighting how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document ‘Environmentally Sustainable Development’ have been met] for the relevant phase have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(10) No development shall start until final details of a sustainable drainage system in accordance with the Foul and Surface Water Strategy (incorporated within the submitted Farrow and Walsh Flood Risk Assessment dated 4 June 2012) have been submitted to and approved in writing by the local planning authority. The details shall include a timetable for its implementation and a management/ maintenance plan for the lifetime of the development [including the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the effective operation of the sustainable drainage system throughout its lifetime]. The system shall be implemented and thereafter managed and maintained in accordance with the approved details. Reason: To ensure satisfactory drainage for the development.

(11) The development of each phase shall not be occupied until the bin & cycle storage has been constructed in accordance with the approved details and they shall be thereafter retained and kept available for their storage uses. Reason: To ensure the adequate provision of on site facilities.

(12) The development hereby permitted shall not be brought into use until the areas shown on the approved plan for the parking of vehicles, including those marked as disabled, shall have been made available, surfaced and marked out. The parking areas shall then be permanently retained and reserved as unallocated vehicle parking at all times. Reason: To make provision for off street parking for the purpose of highway safety.

(13) Within three months of the fist commencement of development final details of the new vehicular access and associated works (including the stopping up and reinstatement of the existing Church Road access) as shown in principle on drawing SK09/A shall be submitted for approval to the Local Planning Authority. The development shall then accord with the approved details and shall be fully implemented prior to the construction of the 58th Assisted Living Unit on the site. Reason: In the interests of highway safety.

(14) No construction or deliveries of construction materials to the site shall take place during the construction period except between the hours of 0800 to 1800 Mondays to Fridays or 0900 to 1300 on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupiers of nearby dwellings.

(15) Before the development commences, or by such later date as the Local Planning Authority may determine, a landscape scheme comprising planting, the reinstatement of the existing access road and all means of enclosure must be submitted to, and approved in writing by the Local Planning Authority. Such a scheme must include a planting specification and schedule, and shall indicate the position, size, number, planting density and species of shrubs and trees. A seed or turf specification must be provided for areas to be grassed. The planting scheme must include details of phasing, timing and provision for management and maintenance during the first ten years from the date of planting. Reason: To ensure that the appearance of the development is satisfactory.

(16) All hard & soft landscaping, tree planting and boundary treatment shall be carried out in accordance with the approved details and to the appropriate British Standard. For a period of 5 years after planting, any trees or plants which are removed, die or

become seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of the same species, size and number as originally approved in the landscaping scheme. Reason: In the interests of the visual amenity of the locality and to safeguard the amenities of neighbouring residents.

(17) The development shall accord with the Bourne Landscape Consultants Arboricultural Assessment Tree Survey and proposed tree works. No other tree works are permitted without the prior written consent of the Local Planning Authority. For each phase of development, no works shall start until full details of the provisions for the protection of trees during construction and an arboricultural method statement in accordance with BS 5837:2012 have been agreed in writing by the Local Planning Authority and a site meeting (attended by the Arboricultural Consultant and Site Manager) has taken place where a representative from the Local Planning Authority has inspected and approved the fencing. Once approved no access by vehicles, storage or use of machinery, equipment or materials shall take place within the fenced area. The fencing shall be retained in its approved form for the duration of the work.
Reason: To retain and protect the existing trees which form an important part of the amenity of the locality.

(18) No parking of vehicles, storage or use of machinery, equipment or materials shall take place underneath the crown spread of the nearby trees or within the Site of Importance for Nature Conservation. Reason: To retain and protect the existing trees which form an important part of the amenity of the locality/ and are within a SINC

(19) Prior to the first occupation of the development hereby permitted a final Woodland and Grounds Management Plan shall be submitted to and approved by the Local Planning Authority. This shall contain a strategy for the management and maintenance of the woodland, river bank, historic gardens, orchard and grounds within the site and shall be in accordance with the recommendations outlined in the ecological report (Applied Ecology, May 2012) and its Appendix 1 draft Woodland Management Strategy. The Plan shall include a timetable for implementation of works, a maintenance programme and planting/landscaping works. All ecological works and mitigation measures shall be implemented in accordance with the recommendations outlined in the Applied Ecology, May 2012, report.
Reason: To protect and enhance biodiversity and the visual amenity of the site.

(20) No development shall take place within the Japanese Knotweed Areas identified in the Ecological Constraints Report attached as Appendix 2 of the submitted Ecology Report (Applied Ecology, May 2012) and no part of the development hereby approved shall be occupied until a method statement for the disposal of Japanese knotweed has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved method statement and the Environment Agency's Code of Practice for the Management, Destruction and disposal of Japanese Knotweed. Reason: To maintain the value of the locality for biodiversity.

(21) All of the approved external works to the Mount principal building and the lodge houses shall be finished to match the adjoining structure with regard to the methods used and to material, colour, texture, profile and style. Reason: To retain the architectural and historic character of the retained buildings

(22) No development of Blocks 2-5 or those within the outline (phase 2) part of the development shall take place until the applicant has secured the implementation of a programme of archaeological monitoring and recording (watching brief) for each part in accordance with a written specification that has been submitted to and approved by the Planning Authority. Reason: To mitigate the effect of the works associated with the development upon any heritage assets and to ensure that information regarding these heritage assets is preserved by record for future generations.

(23) The approved scheme of lighting shall be fully implemented in accordance with the submitted details and no other external lighting provision shall be made without the prior written permission of the Local Planning Authority. Reason: in the interests of security and biodiversity

(24)Prior to the first occupation of the development hereby approved a final care village Travel Plan shall be submitted to and approved in writing by the Local Planning Authority and its recommendations shall be fully implemented. Any amendments to the Travel Plan shall be agreed in writing beforehand by the Local Planning Authority. Reason: to secure sustainable modes of travel

(25) Before development of each phase is commenced a scheme for protecting the proposed dwelling units within this phase from noise must be submitted to and approved in writing by the Local Planning Authority. All works which form part of the scheme approved by the Local Planning Authority must be completed before any of the permitted dwelling units is occupied (unless otherwise agreed by the Local Planning Authority). Reason: To ensure that acceptable noise levels within the dwellings and the curtilages of the dwellings are not exceeded.

(26) The burning of materials obtained by site clearance or from any other source must not take place within the site without the prior written consent of the Local Planning Authority. Reason: To protect the health of the trees to be retained on site and amenity.

(27) The recommendations of the Farrow Walsh Consulting Phase 1 Desk Study Report for contaminated land shall be fully implemented. No work shall commence on site until the following has been submitted to, and approved in writing by the Local Planning Authority:
a. a site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the desk study in accordance with BS10175:2001, and unless otherwise agreed with the Local Planning Authority
b. a detailed scheme for remedial works and measures to be undertaken to avoid the risk from contaminants and/or gases when the site is developed and proposals for future maintenance a and monitoring
Such a scheme shall include nomination of a competent person to oversee the implementation of the works Reason: in the interests of human health

(28) The development hereby permitted shall not be occupied / brought into use until there has been submitted to the Local Planning Authority verification by the competent person approved under the provisions of condition 27(b) that any remediation scheme required and approved under the provisions of condition 27(b) has been implemented fully in accordance with the approved details (unless varied with the written permission of the Local Planning Authority in advance of

implementation). Unless agreed in writing with the Local Planning Authority such verification shall comprise:
a. as built drawings of the implemented scheme,
b. photographs of the remediation works in progress,
c. Certificates demonstrating that imported and / or material left in situ is free from contamination
Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under condition 27(b).
Reason: In the interests of human health

(29) In the event that previously unidentified contamination is found when carrying out the approved development it must be immediately reported to the Environmental Health Unit. Work shall then cease until an investigation and risk assessment, and where required a remediation scheme, has been submitted to and approved in writing by the Local Planning Authority. Where a remediation scheme is required, the development shall not be brought into use until a completion certificate for the remediation work has been submitted to and approved in writing by the Local Planning Authority. Reason: To minimise the risk from land contamination for the safety of the property's occupiers.

(30) No development shall commence until a Phasing and Implementation Plan for the development has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in full accordance with the approved Phasing and Implementation Plan unless otherwise approved in writing by the Local Planning Authority. Reason: to ensure properly planned development

Note to Applicant: It is considered that, subject to compliance with the conditions and any obligations attached to this permission, the proposed development is acceptable because it will not materially harm the character of the area, the amenity of neighbours, biodiversity, heritage assets or highway safety and it is in accordance with the policies and proposals of the development plan, as listed below, and after due regard to all other relevant material considerations the local planning authority is of the opinion that permission should be granted.

The following development plan policies are relevant to this decision and the conditions attached to it:

Eastleigh Borough Local Plan Review 2001-2011, saved Policies 59.BE, 62.BE, 63.BE, 70.H, 72.H, 73.H, 74.H, 92.T, 100.T, 104.T, 1.CO, 3.CO, 19.CO, 20.CO, 16.NC, 22.NC, 23.NC, 28.ES, 34.ES, 35.ES, 37.ES, 41.ES, 32.ES, 147.OS, 175.LB, 177.LB, 190.IN
Eastleigh Borough Local Plan 2011-2029 Pre-submission consultation

Under the Town and Country Planning [Fees for Applications and Deemed Applications][Amendment][England] Regulation 2008, a fee is required for Discharge of Condition Applications.. Conditions not fully discharged, invalidate the planning permission.

The applicant should enter into formal agreements with Southern Water to provide the necessary sewerage infrastructure and make a formal application for connection to the water supply.



C L Thomas
Head of Development Control

N.B. See Enclosed Notes (POL)

DATED 18TH OCTOBER 2012

EASTLEIGH BOROUGH COUNCIL

and

ANCHOR TRUST

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to The Mount, Bishopstoke in Hampshire

A R Ward
Head of Legal and Democratic Services
Civic Offices
Leigh Road
Eastleigh
Hampshire
SO50 9YN
MF/6/13/717/9500

THIS DEED is made 18th October 2012

BETWEEN

1. EASTLEIGH BOROUGH COUNCIL of Civic Offices, Leigh Road, Eastleigh, Hampshire, SO50 9YN ("the **Council**")

2. ANCHOR TRUST (a charitable company with company number 3147851 and registered charity number 1052183) of 2nd Floor, 25 Bedford Street, London, EC2E 9ES ("the **Owner**")

RECITALS

1. The Council is the local planning authority for the purposes of the 1990 Act (hereinafter defined) for the area within which the Site (hereinafter defined) is situate.

2. The Owner is the registered proprietor of the Site described in **Schedule One**.

3. The Owner has by written application numbered O/12/71007 and dated 20 June 2012 applied to the Council for Planning Permission for the Development (hereinafter defined) of the Site.

4. The Council is desirous of granting outline planning permission for the Development of the Site subject to the conditions contained in the Planning Permission (hereinafter defined) and subject to the Owner entering into this Deed.

(Definitions)

1. In this Deed in addition to the defined expressions herein referred to the following expressions shall have the following meanings:

"1987 Order"	means the Town and Country Planning (Use Classes) Order 1987 (as amended).
"1990 Act"	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 (as amended).
"1995 Act"	means the Disability and Discrimination Act 1995 (as may be amended from time to time).
"Administration Fee"	means the sum of one thousand seven hundred and thirteen pounds (£1,713.00) to be paid to the Council towards the administration of this Deed.
"Artist"	means an artist, selected by the Owner in consultation with the Council's Head of Regeneration and Planning Policy, to design and implement the On-Site Public Art.
"Assisted Living Units"	means the 108 assisted living units that are to be occupied by persons aged 65 years or over or a cohabitee, spouse or dependent of a person aged 65 years or over; or a person who was a cohabitee, spouse or dependent living in an Assisted Living Unit at the time of the

	death of such a person; or staff employed in connection with the provision of care on the Development up to a maximum of 6 members of staff at any one time together with any spouse cohabitee and or dependent living with such persons and which units are to be retained in perpetuity as Assisted Living Units.
"Borough"	means the Borough of Eastleigh.
"Care Beds"	means care beds registered with the Care Quality Commission comprising 48 bedrooms for use in accordance with Class C2 of the 1987 Order for the provision of residential accommodation and care to people in need of care.
"Care Plan"	means a personalised care plan to include at least a Minimum Care Package for Qualifying Persons in a form acceptable to the Care Quality Commission and which: 1. Is subject to review according to medical need but otherwise re-assessed for suitability for the person in question at intervals of not more than six months; 2. Is assessed and determined by the Domiciliary Care Agency as appropriate for the person in question; and,

	3. Provides for a minimum of 1.5 hours of Personal Care per Qualifying Person per week. For the avoidance of doubt, the Care Plan constitutes care services rather than nursing services.
"Care Quality Commission"	means the independent regulator of health and social care services in England and includes any statutory successor to this commission.
"Care Units"	means together the Class C2 Use Linked Assisted Living Units, the Close Care Units and the Care Beds within the Development.
"Class C2 Use"	means the class C2 Use as set out in the 1987 Order.
"Close Care Units"	means the 19 units consisting of an apartment comprising lounge, one or two bedrooms, bathroom(s) and galley kitchen designed and equipped for occupation by a Qualifying Person and to be preserved in perpetuity as Close Care Units.
"Communal Facilities"	means those communal facilities to be provided within the Development to include restaurant, shop, library, meeting rooms, and hairdressing salon.
"Commencement of Development"	means the carrying out of any Material Operation in connection with the Development and the expression

	"Commenced" and "Commences" shall be construed accordingly.
"Contribution Payment"	means the payment of one million and seven thousand, six hundred and twenty two pounds (£ 1,007,622.00) to be made to the Council for: 1. Off-Site affordable housing to a total of nine hundred and fifty six thousand, one hundred and twenty two points (£956,122); 2. Off-Site sustainable transport works to a total of forty thousand points (£40,000); and, 3. Travel Plan monitoring to a total of eleven thousand, five hundred pounds (£11,500). all index linked in accordance with **Clause 11** of this Deed.
"Development"	means the development of the Site in the manner and for the purposes pursuant to the Planning Permission.
"Disability Living Allowance"	means tax-free benefit for disabled children and adults to help with extra costs associated with the disability.
"Domiciliary Care"	the delivery of care and support services to Qualifying Persons on the Site.

"Domiciliary Care Agency"	means an agency providing Domiciliary Care, registered with the Care Quality Commission and with responsibility for providing Domiciliary Care to Qualifying Persons on the Site.
"Employment and Skills Management Plan"	means the provision and implementation of a training and employment management plan as referred to in **Schedule Eight** of this Deed which provides details of the objectives and mechanisms of how the Development will promote the skills and training of the local labour market in respect of the construction phase and end use.
"Health Care Providers"	means those actively employed to provide health care services at the Development.
"Itchen River Footbridge"	means a footbridge (the location of which is to be determined at a future date by agreement between the Council and the Owner) across the Itchen river.
"Landscape Architect"	means the landscape architect selected by the Owner, responsible for working with the Artist, in consultation with the Council's Head of Regeneration and Planning Policy, on the design and implementation of the Public Art pursuant to the Public Art Statement and Strategy.

"Linked Assisted Living Units"	means the 36 Class C2 Use linked assisted living units, each an apartment within the Development village centre comprising lounge, one or two bedrooms, bathroom(s) and kitchen designed and equipped for occupation by a Qualifying Person preserved in perpetuity as linked assisted living dwellings.
"Material Operation"	means a material operation as defined in Section 56 of the 1990 Act save in respect of operations in connection with site clearance; site preparation; demolition; archaeological investigation and evaluation; and investigation for the purposes of assessing contamination and remedial action in respect of any contamination works.
"Minimum Care Package"	means the minimum standard of care to be provided to the Qualifying Person which shall include: 1. the availability of 24 hour emergency response; 2. security; 3. initial assessment and periodic review of the Qualifying Occupier's need for Personal Care; and, 4. the provision of at least 1.5 hours of Personal Care per week.

"Occupation and Occupied"	means occupation or occupied by residents and not for the purposes of fitting out or show homes or dwellings for marketing purposes and reference to "Occupy" shall be construed accordingly.
"Off-Site Affordable Housing "	means low cost housing for sale or rent including shared equity or shared ownership within the Borough of Eastleigh.
"Off-Site Sustainable Transport Works"	means sustainable transportation measures to include build outs dropped kerbs tactile paving bus shelters and benches in the Bishopstoke area.
"Owner"	means the Owner and its respective successors in title to the Site.
"Permissive Path"	means the proposed permissive path as shown by a broken orange line on Plan 2 to be provided for public use in accordance with **Schedule Nine** of this Deed.
"Personal Care"	means four main types of care which are: • assistance with bodily functions such as feeding bathing and toileting; • care which falls just short of assistance with bodily functions, but still involving physical and intimate touching, including activities such as helping a

person get out of the bath and helping them get dressed;

- non-physical care, such as advice encouragement and supervision relating to foregoing such as prompting a person to take a bath and supervising them during this; and,

- emotional and psychological support, including the promotion of social functioning, behaviour management, and assistance with cognitive functions.

This Personal Care will be delivered through a comprehensive and flexible network of services that respond to the needs of individuals encompassing:

- domiciliary Care;
- reception and administration;
- village transport service;
- laundry service; and
- social and activities programme.

"Planning Permission" means the outline planning permission numbered O/12/71007 for the development of the Site described in **Schedule Two** of this Deed.

"Plan 2"	means the plan numbered 2 attached hereto.
"Principal Building"	means the original Mount Dwelling and the two lodge houses currently constructed on the Site and shown coloured purple on Plan 2.
"Public Art Contribution"	means the cost associated with the compliance with the obligations in **Schedule Seven** and which shall be a minimum of twenty five thousand pounds (£25,000.00) and which shall include the Council's costs associated with the administration and management of the commissioning of the Public Art pursuant to the Public Art Statement and Public Art Strategy.
"Public Art Statement"	means a strategy statement prepared by the Owner to be approved in writing by the Council detailing the intended strategy for the delivery of the Public Art Works on the Site. It will include: 1) mechanisms for appointing and coordinating a steering group responsible for the commission and delivery of the Public Art Works; 2) mechanisms for the appointment of the Artist; 3) mechanism for the appointment of a Landscape Architect to work with the

	Artist on the implementation of the Public Art Works; 3) mechanisms for evaluating proposals relating to the Public Art Works; 4) a timetable for design and implementation of the Public Art Works.
"Public Art Strategy"	means the evidence base of the local plan prepared by the Council specifically relating to Public Art. The Council's Public Art Strategy identifies key principles for Public Art across the Borough of Eastleigh.
"Public Art Works"	means the art work or works to be provided within the Site, in accordance with **Schedule Seven** of this Deed and pursuant to the Public Art Statement and Public Art Strategy.
"Registered Local Community Groups"	means those local community groups who have registered with the Owner to use one or more of the Communal Facilities on the Site and which the Owner considers can reasonably be accommodated by the facilities.
"Registered Local Residents"	means residents of the Parish of Bishopstoke who; 1. are aged 65 years or above; 2. have difficulties with mobility because of their health;

3. who can be operationally accommodated by the service; and

4. who have registered with the Owner to use one or more of the Communal Facilities and which the Owner considers can reasonably be accommodated by the facilities and whom comply with any reasonable terms imposed by the Owner from time to time.

"Reserved Matters Permission" means the approval that may be given to the submission of an application of reserved matters not included in the current application.

"Qualifying Occupier" means either a Qualifying Person; or a cohabitee spouse or dependent of a Qualifying Person; or a person who was a cohabitee spouse or dependent living in a Care Unit at the time of the death of a Qualifying Person; or staff employed in connection with the provision of care on the Development up to a maximum of 6 members of staff at any one time together with any spouse cohabitee and or dependent living with the Qualifying Person.

"Qualifying Person" means a person who is either aged 65 years or over or registered for Disability Living Allowance or in receipt of a General Practitioner certificate stating a disability or is registered as visually impaired and in each case is the subject of at least a Minimum Care Plan and has contracted through the obligations in the

	estate and services charge to receive Personal Care for a minimum of 1.5 hours per week.
"Services"	means pipes, wires, sewers, drain cables and other works including (if applicable) any underground on line storage facilities and other associated works.
"Site"	means the land described in **Schedule One**.
"Site Location Plan"	means the site plan annexed hereto.
"Total Contribution"	means together the Contribution Payment and the Public Art Contribution, being one million and thirty two thousand, six hundred and twenty two pounds (£1,032,622.00).
"Village Transport Service"	means the provision in perpetuity of a bus service and/or car transport service for the residents of the Development, staff and other Registered Local Residents to include a return service from the Development to local shops and facilities in Eastleigh on Monday to Saturdays.
"Wellness Suite"	means the wellness suite to be provided on the Development to include social, health and recreational facilities for use by Residents of the Development, Registered Local Residents, Health Care Providers and Registered Local Community Groups.

anchor

The Mount, Church Road, Bishopstoke
A new Continuing Care Retirement Community for Anchor



Revision	Description	Date

URBANEDGE
architecture / masterplanning / design

One Scotgate Mews, Scotgate,
Stamford, Lincolnshire, PE9 2RL

Tel. +44 (0)1780 755665
Fax. +44 (0)1780 755360

For information only DO NOT SCALE

ENGLISH VILLAGES
ECV Partnerships Limited

© English Care Villages Limited

SITE LOCATION PLAN

Scale	1:2500 @ A3	Drawn	AJM
Date	JUNE 2012	Checked	

Project No. Drawing No. Revision

1340 URB BS[08]90 01 D00

BISHOPSTOKE PLAN 2



KEY

- Principal building
- Permissive path

Portus + Whitton

client	ECV / ANCHOR
project	BISHOPSTOKE
dwg	PLAN 2
scale: 1:1000 | paper size: A1 | date: Sept 12 | project no: 1263 | prefix: L | dwg no: 9 | rev: A	
© The contents of this drawing are the copyright of Portus and Whitton	
purpose of issue: S106 AGREEMENT	

REV A - Minor amendments (27.09.12)

OPERATIVE PROVISIONS:

1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants hereinafter contained.

2. The obligations by the Owner in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable as such by the Council.

3. 3.1 the Owner for themselves and their respective successors in title hereby covenant with the Council with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe its restrictions and to perform its obligations referred to in **Schedule Four, Schedule Five Part 1 and Part 2** and **Schedules Six** to **Nine.**

3.2. the Council for itself and its respective successors in title hereby covenants with the Owner to observe its restrictions and to perform its obligations referred to in **Schedule Five and Schedule Seven.**

3.3. the Council hereby agrees that the Owner shall not be liable for any breach of the restrictions and obligations set out in this Deed where such breach arises after the Owner shall have parted with their entire interest in the Site, or the part in respect of which the breach occurred, but without prejudice for any subsisting breach arising prior to parting with such interest.

4. The parties hereto hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or their respective officers is required such consent or approval or confirmation shall not be unreasonably withheld or delayed and the parties hereto shall use their respective reasonable endeavours to raise and answer any queries arising from submission for consents or approvals or confirmations as promptly as reasonably practicable to enable the Council to make the relevant decision on an informed basis.

5. This Agreement is a local land charge and will be registered as such by the Council within 21 days of this Deed.

6. This Deed will come to an end if:

6.1. subject to **clause 6.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time prior to the Commencement date so as to render this Deed or any part of it irrelevant, impractical or unviable; or

6.2. the Planning Permission expires before the Commencement of Development.

7. **Clause 6.2** will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Parties prior to the Commencement of Development.

8. Where the Deed comes to an end pursuant to **clause 6:**

8.1. the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Deed or otherwise to record the fact that it has come to an end and no longer affects the Site;

8.2. any monies paid under this Deed to the Council are to be returned to the Owner within one month of the Deed coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

9. The Owner will pay the Council's reasonable legal costs and disbursements and other costs in the preparation and completion of this Deed in the sum of £5,500 and the Council's Administration Fee, both to be paid on completion of this Deed.

10. Save in respect of any provision herein requiring any disagreement or dispute between the parties to be referred to arbitration if any dispute or difference shall arise between the Owner and the Council then the following provisions shall apply:

10.1. the Dispute or difference may on written notice by any party at any time and served on the other (hereinafter called the "Determination Notice") be referred to and determined by an independent person (hereinafter called the "Independent Person") who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter.

10.1.1. the Independent Person shall be appointed by agreement between the Owner and the Council or (if within 10 working days after service of the Determination Notice they have been unable to agree) on the application of any relevant party by the President for the time being of the Law Society or his or her duty appointed deputy or any other person authorised by him or her to make appointments on his or her behalf the Independent Person to be appointed under this Clause shall act as an expert and the following provisions shall have effect:

10.1.2. the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error);

10.1.3. the Independent person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly) but shall not be bound by them;

10.1.4. the parties to the dispute or disagreement shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;

10.1.5. .the cost of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this agreement shall be shared between the parties to the dispute or disagreement in such proportions as the Independent Person shall determine, or in the absence of such determination equally between such parties; and

10.2. if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

11. It is agreed between the parties that the Contribution Payment to be paid to the Council by the Owner under the terms of this Deed are required to be index linked in this respect and each relevant payment shall be increased by the percentage by which the index of Retail Prices Index (excluding mortgages) (RPIX) Published by the Office for National Statistics (or amendment or replacement thereof) increased from the 19th September 2012 to the date the relevant payment is paid.

12. No person who is not a part to this Deed has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed.

13. In this Deed:

13.1. the masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa and references to persons include firms corporations and unincorporated associations;

13.2. a reference to a statute refers to the statute as it applies at the date of this Agreement and any later amendment or re-enhancement of it and any regulations or statutory instrument made under it; and

13.3. a reference to a Clause or Schedule is a reference to a clause or schedule contained in this Agreement.

INDEX OF SCHEDULES

Schedule One	Description of the Site
Schedule Two	Proposed Development of the Site
Schedule Three	Draft Planning Permission for the Development of the Site
Schedule Four	Notification
Schedule Five Part 1	The Contribution Payment payable to the Council
Schedule Five Part 2	Other Owner Obligations
Schedule Six	Principal Building, Community Facilities and Wellness Suite
Schedule Seven	Public Art
Schedule Eight	Employment and Skills Plan
Schedule Nine	Permissive Path and Access Rights

SCHEDULE ONE

(Description of Site)

The freehold land at The Mount Hospital Church Road Bishopstoke Eastleigh in Hampshire shown for the purpose of identification only edged blue on the Site Location Plan as the same is registered at the Land Registry with freehold title absolute under Title Number HP617726.

SCHEDULE TWO

(Proposed Development)

Outline application for continuing care retirement community development incorporating a core building (including care bedrooms, close care units, linked assisted-living units, and ancillary facilities) assisted-living units, landscaped grounds, internal highways and car parking; detailed matters for approval; access, full details of the core building (including conversion of the Mount) and 56 No. assisted living units. All other matters reserved.

SCHEDULE THREE

(Draft Planning Permission)

The conditions contained in the Planning Permission numbered O/12/71007 a draft of which is annexed to this Deed.

SCHEDULE FOUR

(Notification)

1. The Owner shall notify the Council in writing or procure that they are so notified each of the following events within 21 days of such event occurring:

   1.1. Commencement of Development;

   1.2. First Occupation of the Site;

   1.3. Occupation of the 57th Assisted Living Unit

   1.4. Occupation of the penultimate Care Unit on the Site; and,

   1.5. Completion of the Development.

SCHEDULE FIVE

PART 1

(The Contribution Payment payable to the Council)

1. The Owner Covenants:

1.1. To pay to the Council the Contribution Payment in two instalments as follows:

1.1.1 fifty per cent prior to Commencement of Development; and

1.1.2. fifty per cent on Commencement of the 57th Assisted Living Unit (as part of the Reserved Matters Permission).

2. Not to Commence or cause to be Commenced the Development until fifty per cent of the Contribution Payment referred to in **Paragraph 1** of this **Schedule Five** has been paid to the Council and not to Occupy more than 56 Assisted Living Units until the remaining fifty per cent of the Contribution Payment has been paid to the Council.

3. The Council covenants:

3.1 To use the Contribution Payment solely for the purposes set out in the definition thereof.

3.2. To spend the Contribution Payment and to complete the works for which the relevant Contribution Payment are paid by the date being the date of expiry of 5 years from the date of receipt of the Contribution Payment.

3.3. In the event that funds have to be accumulated from the Contribution Payment before a scheme can be completed, the date being 5 years from the date that the Council receives the final relevant Contribution Payment.

3. 4. To return any of the Contribution Payment which has not been expended pursuant to **Schedule 5, paragraph 3.1** within the time frame specified in **Schedule 5, paragraph 3.2 to paragraph 3.3**, to the Owner within one month of the five year period, ending, along with interest accrued on the monies from and including the date of payment to and including the date of repayment with interest.

4. For the avoidance of doubt, the Public Art Contribution forms a part of the Total Contribution and is not intended to represent an additional payment or a part of the Contribution Payment.

PART 2

(Other Owner Obligations)

1. The Owner covenants:

1.1. To ensure the registration of the Care Beds with the relevant registering authority of the Care Quality Commission and to ensure the operation of the Care Beds at all times thereafter;

1.2. To ensure a Domiciliary Care Agency is available to provide care to Qualifying Persons as required.

1.3. To ensure that the Care Beds are only occupied by Qualifying Persons.

1.4. To ensure the Close Care Units, Linked Assisted Living Units and Assisted Living Units are only occupied by Qualifying Occupiers.

1.5. Not to use the Care Beds for any other purpose other than as Care Beds.

1.6. Not to use the Close Care Units for any other purpose other than as Close Care Units.

1.7. Not to use the Assisted Living Units for any other purpose other than as Assisted Living Units.

1.8. Not to use the Linked Assisted Living Units for any other purpose than as Linked Assisted Living Units.

1.9. To deliver a Minimum Care Package to all Qualifying Persons.

1.10. To make the Communal Facilities available to residents of the Development, Registered Local Residents, Health Care Providers and Registered Local Community Groups.

1.11. To make the Village Transport Service available to all residents and staff of the Development and Registered Local Residents who are in need of care disabled or partially sighted.

SCHEDULE SIX

Principal Building, Community Facilities and Wellness Suite

The Owner covenants:

1. Prior to commencement of Development the Owner shall submit to the Council in writing for the Council's written approval plans and specifications ("The Final Approved Principal Building Specifications") detailing the proposed refurbishment and conversion of The Principal Building and two lodges.

2. To carry out the refurbishment and conversion of the Principal Building and the two lodges in accordance with the Final Approved Principal Building Specifications in accordance with the Planning Permission.

3. Not to demolish the Principal Building and the two lodges which are on the Council's local list of buildings of historic and architectural interest unless agreed in writing between the Owner and the Council.

4. Not to occupy the Development until the Communal Facilities and the Wellness Suite to be provided within the Development is ready for use.

5. To ensure as far as possible that the Communal Facilities and Wellness Suite shall be available in perpetuity to the residents of the Development, Registered Local Residents, Health Care Providers and Registered Local Community Groups, unless otherwise approved in writing between the Owner and Council.

SCHEDULE SEVEN

(Public Art)

1. The Owner shall prior to Commencement of Development, submit to the Council details of a Public Art Statement for the Council's written approval (which shall not be unreasonably withheld).

2. Following the approval of the Public Art Statement, the Owner, in consultation with the Steering Group, will be responsible for the overall implementation of the Public Art in accordance with the Public Art Statement as agreed by the Council.

3. The Owner will endeavour to ensure that the Artist and Landscape Architect will co-operate with the Council's Head of Development Control and gain written approval at key milestones from the Head of Regeneration and Planning Policy.

4. The Owner and the Council will ensure, as far as possible, that all Public Art Work is to provided in accordance with the Council's Public Art Strategy, creates a high quality urban environment on Site and takes account of the nature of the Development to ensure that any public art is appropriate for the Qualifying Persons and other occupiers and visitors to the Development.

5. The Owner will maintain appropriate financial records and audit trails in respect of the Public Art Contribution and make these available to the Council if requested.

6. If the actual amount expended on the Public Art Works pursuant to this **Schedule Seven** should amount to less than £25,000.00, the Owner shall, within 21 days of the completion of the Public Art Work pay the difference between the actual amount spent on the Public Art Work and the £25,000.00 Public Art Contribution, to the Council.

7. Any amount outstanding pursuant to **Schedule Seven**, **paragraph 6**, is to be applied, at the Council's discretion, to other public art projects in the Bishopstoke area.

8. Any monies returned to the Council pursuant to **Schedule Seven, paragraph 7**, which remain unspent after five years of their payment to the Council shall be returned to the Owner within 21 days of this five year period along with interest.

9. For the avoidance of doubt, the Owner proposes to provide Public Art to the value of £25,000.00 only and payment is only required in lieu of such provision.

SCHEDULE EIGHT

(Employment and Skills Management Plan)

1. The Owner covenants with the Council:

1.1. Not to Commence Development of the Site until the Employment and Skills Management Plan has been submitted to an approved in writing by the Council ("the Approved Employment and Skills Management Plan").

1.2 On Commencement of the Development the Owner shall implement the Approved Employment and Skills Management Plan and further to continue to implement the Approved Employment and Skills Management Plan and to procure that the same is implemented throughout the period of the Employment and Skills Management Plan of the Development provided that the Approved Employment and Skills Management Plan may at any time be varied with the prior written consent of the Council.

1.3 From Commencement of Development for the duration of the Employment and Skills Management Plan the Owner shall provide the Council at regular intervals or at least once in every six months with a report indicating how it has met the criteria set out in the Approved Employment and Skills Management Plan

SCHEDULE NINE

(Permissive Path and Access Rights)

Permissive Path

1. The Owner covenants with the Council:

1.1 that within three months of Commencement of Development the Owner shall submit to the Council, for the Council's written approval, final plans showing the Permissive Path route for public access across the Site.

1.2 Not to Occupy the Development until the Council has approved in writing the final plans showing the Permissive Path routes for public access across the Site (such approval not unreasonably withheld).

1.3 To safeguard the Permissive Path and ensure permissive rights are only obstructed during times of maintenance or for good property management as approved by the Council.

1.4 Prior to Occupation of the Development to make information available to the public regarding the availability of use of the Permissive Path, consisting of the provision of:

1.4.1 a newsletter to be sent to Registered Local Residents and Bishopstoke Parish Council;

1.4.2 Information board notices to be positioned at the entrance to the Development; and,

1.4.3 Information to be made available at the Wellness Suite.

Details of which are to be provided to and approved by the Council prior to being made available to the public.

Access Rights

2. The Owner covenants with the Council to:

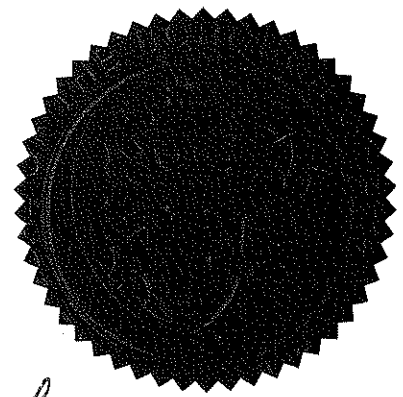
2.1 Allow the Council and its agents access with or without vehicles at all reasonable times, and following reasonable notice, across those parts of the Site as necessary for the carrying out of associated surveys and works to the Itchen River Footbridge during the construction of the River Footbridge.

3. The Council covenants with the Owner

3.1 to make good any damage caused by the Council in accessing the Site pursuant to paragraph 2 of this **Schedule Nine**

In witness whereof the parties hereto have executed this document as a Deed delivered the day and year first before written

EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)



.....

Head of Legal and Democratic Services

EXECUTED as a DEED by: JANE ASHCROFT

as attorney for ANCHOR TRUST

under a Power of Attorney dated 26 APRIL 2012
in the presence of:

.....

As attorney for Anchor Trust

Witness Signature: .....

Witness Name: CHRISTINE NADU

Witness Address: .....

.....

Witness Occupation: COMPANY SECRETARIAL MANAGER

Second Floor
25 Bedford Street
London
WC2E 9ES

Company No 3147851

Development Control
My ref O/12/71007
Your ref
Please ask for Dawn Errington
Direct dial 023 8068 8260
Hours of work Mon&Wed 9-3 Tues&Thur 9-5
e-mail dawn.errington@eastleigh.gov.uk

Mr Rob Duff
Pegasus Planning Group
First Floor, South Wing
Equinox North, Great Park Road
Almondsbury
Bristol
BS32 4QL

27 September 2012

DRAFT

Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2010

Application No. O/12/71007

In pursuance of their powers under the above Act and in accordance with your application received on 20 June 2012, with subsequent amendments dated

27/06/2012, 08/08/2012, 24/08/2012, 05/09/2012, 12/09/2012, 14/09/2012, 18/09/12, 19/09/2012

the Council, as Local Planning Authority hereby GRANT OUTLINE PERMISSION for the following:

Description: Outline application for continuing care retirement community development incorporating a core building (including care bedrooms, close care units, linked assisted-living units, and ancillary facilities), assisted-living units, landscaped grounds, internal highways and car parking; detailed matters for approval: access, full details of the core building (including conversion of the Mount) and 56no. assisted living units. All other matters reserved.

Site: The Mount Hospital, Church Road, Bishopstoke, Eastleigh, SO50 6ZB

Subject to due compliance with the following conditions:

(1) The development hereby permitted shall be carried out in accordance with the following approved plans: URB-VC 08 70 01 Rev D01, URB-VC 08 70 02 Rev D01, URB-VC 08 70 03 Rev D01, URB-WS 08 70 01 Rev D01, URB-WS 08 70 02 Rev D01, URB-WS 08 70 03 Rev D01, URB-WS 08 70 04 Rev D01, URB-B01 08 70 01 Rev D00, URB-B02 08 70 01 Rev D01, URB-B02 08 70 02 Rev D01, URB-B04 08 70 01 Rev D01, URB-B04 08 70 02 Rev D01, URB-B05 08 70 01 Rev D01, URB-B05 08 70 02 Rev D01, URB-B07 08 70 01 Rev D00, URB-B07 08 70 02 Rev D00,

URB-B07 08 70 03 Rev D00, URB-B08 08 70 01 Rev D00, URB-B16 08 70 01 Rev D01, URB-BS 08 80 01 Rev D01, URB-BS 08 80 02 Rev D01, URB-VC 08 36 04 Rev D01, URB-VC 08 40 04 Rev D01, URB-VC 08 43 03 Rev D01, URB-VC 08 90 01 Rev D00, URB-VC 08 90 02 Rev D00, URB-WS 08 36 01 Rev D01, URB-WS 08 38 01 Rev D01, URB-B01 08 36 01 Rev D00, URB-B02 08 34 01 Rev D01, URB-B02 08 37 01 Rev D01, URB-B03 08 34 01 Rev D00, URB-B04 08 34 01 Rev D01, URB-B04 08 37 01 Rev D01, URB-B05 08 34 01 Rev D01, URB-B07 08 40 01 Rev D00, URB-B07 08 43 01 Rev D00, URB-B07 08 46 01 Rev D00, URB-B08 08 39 01 Rev D00, URB-B09 08 38 01 Rev D00, URB-B16 08 38 01 Rev D01, URB-LO 08 36 01 Rev D00, URB-BS 08 36 01 Rev D01, URB-BS 08 90 01 Rev D01, URB-BS 08 90 02 Rev D01, URB-BS 08 90 03 Rev D01, URB-BS 08 90 04 Rev D00, URB-BS 08 90 05 Rev D00, URB-BS 08 90 10 Rev D00, URB-BS 08 90 11 Rev D00URB-BS 08 90 12 Rev D00, URB-BS 08 90 13 Rev D00, URB-BS 08 90 14 Rev D00, URB-BS 08 90 15 Rev D01, URB-BS 08 90 16 Rev D00, 1263.L.3 Rev A, 1263.L.2. Rev A, 1263.D.22. Reason: For the avoidance of doubt and in the interests of proper planning.

(2) The development hereby permitted must be begun either before the expiry of three years from the date of the grant of this outline permission, or the expiration of two years from the final approval of the reserved matter or, in the case of an approval on different dates, the final approval of the last such matter to be approved. Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(3) Other than in the areas where the reserved matters are approved by this planning permission, no development shall start until details of the:

a) layout of the site.
b) scale of the buildings.
c) external appearance of the buildings.
d) landscaping of the site

[hereafter called "the reserved matters"] have been submitted to and approved in writing by the Local Planning Authority. Application for the approval of the reserved matters not approved by this permission shall be made within three years of the date of this permission. The development shall accord with the approved details.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

(4) The development of Phase 2 (the outline phase subject to further reserved matters approval) shall be in full accordance with the use, layout, scale and design principles set out in Section 6.0 Site Masterplan of the submitted Design and Access Statement (Urban Edge June 2012). Reason: to ensure design continuity and quality for the development as a whole

(5) Details and samples of all external facing and roofing materials must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: To ensure that the external appearance of any building is satisfactory.

(6) No construction work shall start until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. Construction work shall only take place in accordance with the approved method statement which shall include:

a) a programme and phasing of the construction work, including roads and footpaths;
b) location of temporary , site buildings, compounds, construction material, and plant storage areas used during construction;
c) the arrangements for deliveries associated with all construction works including loading and unloading of plant and materials;
d) the parking and turning provision for vehicles of site operatives and visitors;
e) measures to control the emission of dust and dirt generated by construction (with due regard to the London Councils' best practice guidance document - The Control of Dust and Emissions from Construction and Demolition);
f) a scheme for controlling noise and vibration from construction activities (to include piling and to have due regard to the advice within BS5228:2009 Noise and Vibration Control on Construction and Open Sites);
g) provision for storage, collection, and disposal of rubbish from the development during the construction period;
h)measures to prevent mud and dust on the highway during construction;
i) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
j) temporary lighting;
k) the protection of pedestrian routes during construction;
l) all lorry routes to and from the site;
m) the provision for a banksman for the Church Road access/egress
Reason: To limit the impact the development has on the amenity of the locality.

(7) No development of each phase shall start until the following details have been submitted to and approved in writing by the Local Planning Authority:
a) The alignment, height and materials of all walls, fences and other means of enclosure
b) external meter housing, chimneys or flues/extraction systems/exhausts
c) satellite dishes
d) any external plant or equipment to be used for air conditioning/ventilation/heating or cooling and associated acoustic attenuation

The development shall be completed in accordance with the approved details.
Reason: To limit the impact the development has on the locality.

(8) Within 3 months from the commencement of development of each phase a Code for Sustainable Homes/BREEAM interim stage certificate and sustainability report [demonstrating how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' are to be met] shall be submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'

(9) No phase of the development shall be occupied [unless agreed in writing by the Local Planning Authority] until a Code for Sustainable Home/BREEAM final stage certificate and sustainability report [highlighting how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' have been met] for the relevant phase have been submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(10) No development shall start until final details of a sustainable drainage system in accordance with the Foul and Surface Water Strategy (incorporated within the submitted Farrow and Walsh Flood Risk Assessment dated 4 June 2012) have been submitted to and approved in writing by the local planning authority. The details shall include a timetable for its implementation and a management/ maintenance plan for the lifetime of the development [including the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the effective operation of the sustainable drainage system throughout its lifetime]. The system shall be implemented and thereafter managed and maintained in accordance with the approved details. Reason: To ensure satisfactory drainage for the development.

(11) The development of each phase shall not be occupied until the bin & cycle storage has been constructed in accordance with the approved details and they shall be thereafter retained and kept available for their storage uses. Reason: To ensure the adequate provision of on site facilities.

(12) The development hereby permitted shall not be brought into use until the areas shown on the approved plan for the parking of vehicles, including those marked as disabled, shall have been made available, surfaced and marked out. The parking areas shall then be permanently retained and reserved as unallocated vehicle parking at all times. Reason: To make provision for off street parking for the purpose of highway safety.

(13) Within three months of the list commencement of development final details of the new vehicular access and associated works (including the stopping up and reinstatement of the existing Church Road access) as shown in principle on drawing SK09/A shall be submitted for approval to the Local Planning Authority. The development shall then accord with the approved details and shall be fully implemented prior to the construction of the 58th Assisted Living Unit on the site. Reason: In the interests of highway safety.

(14) No construction or deliveries of construction materials to the site shall take place during the construction period except between the hours of 0800 to 1800 Mondays to Fridays or 0900 to 1300 on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupiers of nearby dwellings.

(15) Before the development commences, or by such later date as the Local Planning Authority may determine, a landscape scheme comprising planting, the reinstatement of the existing access road and all means of enclosure must be submitted to, and approved in writing by the Local Planning Authority. Such a scheme must include a planting specification and schedule, and shall indicate the position, size, number, planting density and species of shrubs and trees. A seed or turf specification must be provided for areas to be grassed. The planting scheme must include details of phasing, timing and provision for management and maintenance during the first ten years from the date of planting. Reason: To ensure that the appearance of the development is satisfactory.

(16) All hard & soft landscaping, tree planting and boundary treatment shall be carried out in accordance with the approved details and to the appropriate British Standard.

For a period of 5 years after planting, any trees or plants which are removed, die or become seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of the same species, size and number as originally approved in the landscaping scheme. Reason: In the interests of the visual amenity of the locality and to safeguard the amenities of neighbouring residents.

(17) The development shall accord with the Bourne Landscape Consultants Arboricultural Assessment Tree Survey and proposed tree works. No other tree works are permitted without the prior written consent of the Local Planning Authority. For each phase of development, no works shall start until full details of the provisions for the protection of trees during construction and an arboricultural method statement in accordance with BS 5837:2012 have been agreed in writing by the Local Planning Authority and a site meeting (attended by the Arboricultural Consultant and Site Manager) has taken place where a representative from the Local Planning Authority has inspected and approved the fencing. Once approved no access by vehicles, storage or use of machinery, equipment or materials shall take place within the fenced area. The fencing shall be retained in its approved form for the duration of the work.
Reason: To retain and protect the existing trees which form an important part of the amenity of the locality.

(18) No parking of vehicles, storage or use of machinery, equipment or materials shall take place underneath the crown spread of the nearby trees or within the Site of Importance for Nature Conservation. Reason: To retain and protect the existing trees which form an important part of the amenity of the locality/ and are within a SINC

(19) Prior to the first occupation of the development hereby permitted a final Woodland and Grounds Management Plan shall be submitted to and approved by the Local Planning Authority. This shall contain a strategy for the management and maintenance of the woodland, river bank, historic gardens, orchard and grounds within the site and shall be in accordance with the recommendations outlined in the ecological report (Applied Ecology, May 2012) and its Appendix 1 draft Woodland Management Strategy. The Plan shall include a timetable for implementation of works, a maintenance programme and planting/landscaping works. All ecological works and mitigation measures shall be implemented in accordance with the recommendations outlined in the Applied Ecology, May 2012, report.
Reason: To protect and enhance biodiversity and the visual amenity of the site.

(20) No development shall take place within the Japanese Knotweed Areas identified in the Ecological Constraints Report attached as Appendix 2 of the submitted Ecology Report (Applied Ecology, May 2012) and no part of the development hereby approved shall be occupied until a method statement for the disposal of Japanese knotweed has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved method statement and the Environment Agency's Code of Practice for the Management, Destruction and disposal of Japanese Knotweed. Reason: To maintain the value of the locality for biodiversity.

(21) All of the approved external works to the Mount principal building and the lodge houses shall be finished to match the adjoining structure with regard to the methods

used and to material, colour, texture, profile and style. Reason: To retain the architectural and historic character of the retained buildings

(22) No development of Blocks 2-5 or those within the outline (phase 2) part of the development shall take place until the applicant has secured the implementation of a programme of archaeological monitoring and recording (watching brief) for each part in accordance with a written specification that has been submitted to and approved by the Planning Authority. Reason: To mitigate the effect of the works associated with the development upon any heritage assets and to ensure that information regarding these heritage assets is preserved by record for future generations.

(23) The approved scheme of lighting shall be fully implemented in accordance with the submitted details and no other external lighting provision shall be made without the prior written permission of the Local Planning Authority. Reason: in the interests of security and biodiversity

(24)Prior to the first occupation of the development hereby approved a final care village Travel Plan shall be submitted to and approved in writing by the Local Planning Authority and its recommendations shall be fully implemented. Any amendments to the Travel Plan shall be agreed in writing beforehand by the Local Planning Authority. Reason: to secure sustainable modes of travel

(25) Before development of each phase is commenced a scheme for protecting the proposed dwelling units within this phase from noise must be submitted to and approved in writing by the Local Planning Authority. All works which form part of the scheme approved by the Local Planning Authority must be completed before any of the permitted dwelling units is occupied (unless otherwise agreed by the Local Planning Authority). Reason: To ensure that acceptable noise levels within the dwellings and the curtilages of the dwellings are not exceeded.

(26) The burning of materials obtained by site clearance or from any other source must not take place within the site without the prior written consent of the Local Planning Authority. Reason: To protect the health of the trees to be retained on site and amenity.

(27) The recommendations of the Farrow Walsh Consulting Phase 1 Desk Study Report for contaminated land shall be fully implemented. No work shall commence on site until the following has been submitted to, and approved in writing by the Local Planning Authority:

a. a site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the desk study in accordance with BS10175:2001, and unless otherwise agreed with the lpa

b. a detailed scheme for remedial works and measures to be undertaken to avoid the risk from contaminants and/or gases when the site is developed and proposals for future maintenance a and monitoring

Such a scheme shall include nomination of a competent person to oversee the implementation of the works Reason: in the interests of human health

(28) The development hereby permitted shall not be occupied / brought into use until there has been submitted to the lpa verification by the competent person approved under the provisions of condition 27(b) that any remediation scheme required and

approved under the provisions of condition 27(b) has been implemented fully in accordance with the approved details (unless varied with the written permission of the lpa in advance of implementation). Unless agreed in writing with the Local Planning Authority such verification shall comprise:

a. as built drawings of the implemented scheme,
b. photographs of the remediation works in progress,
c. Certificates demonstrating that imported and / or material left in situ is free from contamination

Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under condition 27(b).

Reason: In the interests of human health

(29) In the event that previously unidentified contamination is found when carrying out the approved development it must be immediately reported to the Environmental Health Unit. Work shall then cease until an investigation and risk assessment, and where required a remediation scheme, has been submitted to and approved in writing by the Local Planning Authority. Where a remediation scheme is required, the development shall not be brought into use until a completion certificate for the remediation work has been submitted to and approved in writing by the Local Planning Authority. Reason: To minimise the risk from land contamination for the safety of the property's occupiers.

(30) No development shall commence until a Phasing and Implementation Plan for the development has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in full accordance with the approved Phasing and Implementation Plan unless otherwise approved in writing by the Local Planning Authority. Reason: to ensure properly planned development

Note to Applicant: It is considered that, subject to compliance with the conditions and any obligations attached to this permission, the proposed development is acceptable because it will not materially harm the character of the area, the amenity of neighbours, biodiverstiy, heritage assets or highway safety and it is in accordance with the policies and proposals of the development plan, as listed below, and after due regard to all other relevant material considerations the local planning authority is of the opinion that permission should be granted.

The following development plan policies are relevant to this decision and the conditions attached to it:

Eastleigh Borough Local Plan Review 2001-2011, saved Policies 59.BE, 62.BE, 63.BE, 70.H, 72.H, 73.H, 74.H, 92.T, 100.T, 104.T, 1.CO, 3.CO, 19.CO, 20.CO, 16.NC, 22.NC, 23.NC, 28.ES, 34.ES, 35.ES, 37.ES, 41.ES, 32.ES, 147.OS, 175.LB, 177.LB, 190.IN

Eastleigh Borough Local Plan 2011-2029 Pre-submission consultation

Under the Town and Country Planning [Fees for Applications and Deemed Applications][Amendment][England] Regulation 2008, a fee is required for Discharge of Condition Applications.. Conditions not fully discharged, invalidate the planning permission.

The applicant should enter into formal agreements with Southern Water to provide the necessary sewerage infrastructure and make a formal application for connection to the water supply.

C L Thomas
Head of Development Control

N.B. SEE ENCLOSED NOTES (POL)

DRAFT

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