

# Boughton and Dunkirk Neighbourhood Plan

## Background document BD5 - Housing.

### Overview

The neighbourhood plan is a development led plan that must seek to improve and enhance both parishes. It is important that any future development takes into account the wishes and aspirations of parishioners whilst ensuring a vibrant, robust and outstanding community for the future - immediately until 2031.

There are many facets to bringing together a Plan that will be acceptable to all in our community. It is important that all the issues noted in responses to the questionnaire, where possible, are addressed. The Plan must include policies that encourages growth, history, health and wellbeing - in fact all village life.

This BD seeks to address the issues of Housing. We will look specifically at housing need (BD6) but the villages will only prosper if all types of housing requirements are given equal weight. Having said this, there is little point in providing any type of housing if the villages become little more than dormitories for Faversham, Sittingbourne and London.

It is also important that many businesses thrive in the parishes and the future for our children will be based on local provision of housing, jobs, health care and leisure facilities. Other issues will be discussed later in the Plan.

Whilst it is unrealistic to suggest the Plan can cater for every need there is an appetite to push the boundaries. They are our villages and everyone is proud to be included in their future.

### **Balanced future development.**

The main issues from the questionnaire (see BD1) and Housing Survey (BD6) were:

1. No ribbon development i.e. keeping Parishes individual and separated.
2. Preference for brownfield development.
3. Need more conversions of farm buildings and redundant stock revitalised.
4. More retirement housing, both bungalows and single storey living (Exceptions being if there were to be lifts to any upper floors).
5. Sufficient gypsy and traveller pitches (there are currently 48<sup>1</sup> pitches in Dunkirk and, whilst there are no Gypsy Pitches in Boughton under Blean, there are [in that Parish] 10 declarations as Gypsies in the 2011 census) and no necessity for separate planning policies <sup>2</sup>.
6. There were more No's than Yes's for 'social housing' but overwhelming support for low cost affordable starter homes.

<sup>1</sup> 40 pitches [+7 transit pitches not included] at Brotherhood Wood, 2 pitches One Oak Canterbury Road and 6 pitches Scoggers Hill.

<sup>2</sup> This is now reflected in Government policy agendas.

The Main Preferences from the questionnaire and Housing Survey were for owner occupier homes.

Other main issues were:

Parking and traffic (The Street). Extra yellow lines on dangerous junctions (Parish Councils to address) (BD4).

Keep employment and commercial development, particularly of a light or office based nature, but not manufacturing.

The questionnaire showed there was a requirement for different types of development in the Parishes:

- 1). Properties suitable for older people either looking to downsize or make life easier with single floor living arrangements (bungalows or flats where upper floors are accessed with a lift); some smaller gardens, and properties with fewer maintenance issues. These would be mainly privately owned but again some rented properties would supply a need.
- 2). Affordable Homes. There is overwhelming support for low cost, affordable starter homes. This would be for older people to downsize to and for younger people starting out on the property ladder.
- 3). Shared ownership.
- 4). Private and Housing Association rented properties would be welcomed.
- 5). Social Housing was deemed inappropriate.

### **Affordable Homes**

Much of the background is shown in BD6. The questionnaire (BD1) also shows the Parishes would like to see housing for downsizing and homes on a single level (bungalows) or, if flats, with a lift.

The Housing needs survey also showed there was a need for affordable homes, but less support for social housing. From the analysis of the results this translates into:

There is a direct need for market value houses:	15
+ Shared ownership properties:	8
+ Privately rented properties:	6
+ Unknown tenure:	2
This gives a total of affordable homes	31

(These are in addition to the Exception Sites shown in the conclusion summary of the Housing Needs Report (BD6). It is felt that, as far as exception sites, this work has determined a need and will require both Parish Councils to work with Swale and Housing Associations to provide a roadmap for the future).

There is a desire to ensure that affordable homes are available to people with local connections, and we would like to (as far is as possible) restrict future sales with similar criteria.

Swale has recently given consent for 6 park homes. These will be with conditions allowing Parish involvement in the transfer by sale or letting, of the properties to people with a local connection.

This will be conditional through a section 106 agreement drawn up by the Local Planning Authority (Swale Borough Council).

The affordable housing will have the following conditions, and occupants will need to comply with condition 1 and condition 2, meeting 2 or more with at least one from each condition.

Condition 3 will apply when it has been proven to the satisfaction of the Parish Councils that every opportunity to keep the properties in local tenure has been taken.

Once an owner has decided to sell their home, they must advise the Clerk to the relevant Parish Council of their decision. This then allows the Council to ensure that the Section 106 conditions are fulfilled.

### **Condition 1. A Local Connection.**

For the purpose of applying the policies in the Plan 'local connection' refers to people who are aged 16 years or above and:

- a). A person who was born in either Boughton under Blean or Dunkirk or lived in the Parish as a child, at some stage, up to the age of 16.
- b). A person who normally resides in either Boughton under Blean or Dunkirk and has done so for a continuous period of at least 3 years.
- c). A person who has immediate family who are currently resident in either Boughton under Blean or Dunkirk and have been so for at least 5 years.
- d). Boughton under Blean or Dunkirk is, and has been, the person's permanent place of work for at least 3 years.

### **Condition 2. Local Need.**

For the purposes of applying the policies in the Plan, 'local need' means people who meet at least one of the 'local connections' criteria as well at least one condition from this section.

- a). An existing resident or family who have lived in Boughton under Blean or Dunkirk for a continuous period of at least the last five years and is seeking to establish a separate household.
- b). People who have an essential need, through age or disability, to live in a smaller property within Boughton under Blean or Dunkirk.
- c). People who have an essential need, through age or disability, to live close to those who have lived in Boughton under Blean or Dunkirk for at least three years.

- d). People or households who have, for whatever reason, the written support of Boughton under Blean and Dunkirk Parish Councils.

### **Condition 3. Eligibility and Occupancy Cascade Arrangements.**

For the purposes of applying the policies in the Plan, and in preparing controls over future sales, lettings and occupancy arrangements for these developments, a cascade arrangement will be set out in association with the grant of planning permission.

This will ensure a clear hierarchy on eligibility to occupy the dwelling is made known as a condition of the original consent by Swale Borough Council.

- a). Properties will be sold (or let) first to people, in Boughton under Blean or Dunkirk who are eligible by reason of meeting conditions 1 and 2 above. This will be for a period of 3 months active marketing\*.
- b). If, after a reasonable period of active marketing, there are no applicants who meet the eligibility criteria, then applications will be invited from residents in the parishes adjacent to Boughton under Blean or Dunkirk.  
People from adjoining parishes with residency of the previous 3 consecutive years and those who meet the local occupancy criteria (five years) in contiguous parishes.  
This will also be actively marketed for a further period of 3 months\*.
- c). If, following this further reasonable period\*\*, no occupier has been found the property may be occupied via the open market.

It should be noted that operation of the 'cascade' (and in particular extending the search outside Boughton under Blean or Dunkirk) should be regarded as a temporary measure and that upon resale or re-letting of the property the cascade would begin at Parish level again.  
It is not easy to specify exceptions, but a very strong case will have to be made where it is felt necessary to circumvent this procedure.

\* This must be clearly demonstrated as active marketing to the satisfaction of Boughton under Blean Parish, Dunkirk Parish and Swale Borough Councils.

\*\* This must be clearly demonstrated as active marketing to the satisfaction of Boughton under Blean Parish, Dunkirk Parish and Swale Borough Councils.

### **First Homes**

First Homes is a product that further promotes government policy of home ownership. It was announced via a Ministerial Statement and updated the Planning Policy Guidance (PPG) on 24 May 2021.

(see also government guidance on First Homes [First Homes - GOV.UK \(www.gov.uk\)](https://www.gov.uk))

## **What is First Homes?**

First Homes are a specific kind of discounted market sale housing. In the absence of an adopted local plan policy on First Homes, the national policy applies. This means that First Homes are discounted market sale units which:

- a). must be discounted by a minimum of 30% against the market value
- b). are sold to a person or persons meeting the First Homes eligibility criteria (see below)
- c). on their first sale, will have a restriction registered on the title at HM Land Registry to ensure this discount (as a percentage of current market value) and certain other restriction are passed on at each subsequent title transfer; and
- d). after the discount has been applied, the first sale must be at a price no higher than £250,000 (or £420,000 in Greater London).

First Homes are the government's preferred discount market tenure and should account for at least 25% of all affordable housing units delivered by developers through planning obligations.

## **How will First Homes be delivered?**

First Homes will need to be delivered by a S106 agreement securing the restrictions on the use and sale of the property and a legal restriction on the title of the property to ensure that these restrictions are applied to the property at each future sale as described in

<https://www.gov.uk/guidance/first-homes#para003> which also includes a link to the government's planning obligation template they have prepared for this purpose [First Homes: Model Section 106 Agreement \(for developer contributions\) - GOV.UK \(www.gov.uk\)](#)

Developers will need to demonstrate the homes they intend to sell as First Homes will meet the above criteria.

## **What flexibility exists in negotiating First Homes provision in a proposal?**

For decision-taking, there is no scope to go below the 25%. A Council could go above the 25% and require a higher discount than 30% but this would need to be done through the local plan process. A plan policy for Swale is unlikely to support an increase above the national levels but the Local Plan Review will still need to have a 'First Homes' policy that will set out eligibility criteria and so on. Seeking a higher percentage of First Homes is likely to impact on the ability to deliver other affordable housing products that are considered more appropriate in meeting the needs of the borough.

## **Does the absence of an adopted local plan policy mean First Homes do not have to be secured if a developer would prefer to provide other affordable housing products?**

## **What should planning conditions cover in relation to First Homes?**

The government has set out a model S106 document available here [First Homes: Model Section 106 Agreement \(for developer contributions\) - GOV.UK \(www.gov.uk\)](#)

## **How will 'First Homes' be monitored?**

The initial sale of First Homes would be monitored in the same way as other planning obligations when discharged. The status of First Homes in perpetuity becomes a legal matter that will be dealt with through HM Land Registry. It could be prudent to consider maintaining our own records (perhaps as a layer in UniForm) to ensure this status is flagged where it could be relevant.

## **What are the eligibility criteria to qualify for a First Home?**

This is set out in the government's FH guidance note. To be eligible to qualify, purchasers should:

- Be first time buyers as defined in paragraph 6 of schedule 6ZA of the Finance Act 2003 for the purposes of Stamp Duty Relief for first-time buyers

- have a combined annual household income not exceeding £80,000 in the tax year immediately preceding the year of purchase
- have a mortgage or home purchase plan (if required to comply with Islamic law) to fund a minimum of 50% of the discounted purchase price

These are the national standard criteria but a local (or neighbourhood) plan can set out their own criteria and include things like having a local connection. If the dwelling in question doesn't sell within 3 months, the criteria reverts to the national criteria and is marketed again.

**What happens if a First Home does not sell?**

The unit can subsequently be sold on the open market.

**How can we establish the Open Market Costs of housing?**

Via Pathfinder.

DATED

3rd February 2017

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**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN  
AND COUNTRY PLANNING ACT 1990 RELATING TO LAND AT  
RED LION CARAVAN PARK KENT**

between

**SWALE BOROUGH COUNCIL**

and

**[REDACTED]**

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THIS DEED is dated 3rd February 2016

(1) **SWALE BOROUGH COUNCIL** of Swale House, East Street, Sittingbourne, Kent ME10 3HT (Council).

(2) [REDACTED]

**BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 18 August 2016 that Planning Permission should be granted for the Development subject to the prior completion of this deed.
- (E) The Council is satisfied that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development in accordance with regulation 122 of the Community Infrastructure Regulations 2010 and may secure other planning benefits.
- (F) The parties have entered into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and their successor in title.

**AGREED TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

**Active Marketing:** appropriate marketing activities seeking potential Occupiers satisfying the Criteria including advertising in the local press, through estate agents and letting agents and on property websites

**Agreement:** The agreement or such other record between the Owner and Park Home Owner that regulates the Disposal of a Park Home by a Park Home Owner.

**Council's Criteria:** that an Occupier resides in or has connections with the Borough of Swale

**Criteria:** the Council's Criteria, the Local Connection Criteria and the Local Needs Criteria or all of them as the context may require.

**Disposal:** a sale, letting or contractual licence of a Park Home.

**Development:** the development of the Property authorised by the Planning Permission.

**Local Connection Criteria:** the criteria stated in Part 1 of Schedule 3

**Local Need Criteria:** the criteria stated in Part 2 of Schedule 3

**Local Plan:** Swale Borough Local Plan 2008

**Notification to the Council:** written notification to the Council in accordance with the Schedule 3

**Notification to the Parish Council:** written notification to the Clerk to Dunkirk Parish Council of the intention of the Owner or a Park Home Owner of intention to make a Disposal.

**Occupier:** an occupier or intended occupier of a Park Home following a Disposal

**Park Home:** a residential mobile home stationed on the Property and where occupation is covered by the Mobile Homes Act

**Park Home Owner:** an owner of a Park Home

**Period of Active Marketing:** a period of three months from the date Notification to the Parish Council

**Plan:** the plan attached as Annex A.

**Planning Application:** the application for full planning permission registered by the Council on 18 January 2016 under reference number 16/500338/FULL.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application for a change of use of the property from a holiday caravan park to a residential caravan park *[in the draft form attached as Annex B]*.

**Preferred Person:** a person or persons satisfying at least one of the Local Connection Criteria and at least one of the Local Need Criteria or the Council's Criteria.

**Property:** the land at Red Lion Caravan Park, London Road, Kent ME13 9LL shown edged red on the Plan and registered at HM Land Registry with absolute title under title number K664933

**TCPA 1990:** Town and Country Planning Act 1990.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

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

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually
- 1.16 Where an Occupier is more than one person only one such person need be a Preferred Person for the Criteria to be fulfilled.

**2. STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

**3. CONDITIONALITY**

This deed is conditional on the grant and issue of the Planning Permission.

**4. COVENANTS BY THE OWNER**

The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

- 4.1 The Owner agrees that the obligations herein contained are planning obligations for the purposes of the Act and are binding on the Owner and their successors in title to each and every part of the Property and are enforceable by the Council.

5. **COVENANTS BY THE COUNCIL**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. **RELEASE AND WAIVER**

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

7.2 The Council may acting reasonably and upon the application of the Owner or a Park Home Owner as the case may be waive any requirement in this Agreement for an Occupier to comply with the Criteria or any of them

7. **LOCAL LAND CHARGE**

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

8. **OWNERSHIP**

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property, other than the plot occupiers' rights under the Mobile Homes Act.

9. **REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Owner or the Council under this deed shall not be unreasonably withheld or delayed.

10. **DISPUTES**

Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

**11. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

**12. CANCELLATION OF ENTRIES**

12.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

12.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 4 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

**13. WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14. FUTURE PERMISSIONS**

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**15. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission;

- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function; and

**16. NOTICES**

- 16.1 Any notice to be given under this deed must be in writing and must be:
- (a) delivered by hand; or
  - (b) sent by pre-paid first class post or other next working day delivery service.
- 16.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- (a) to the Council at Swale House, East Street, Sittingbourne, Kent ME13 9LL marked for the attention of Head of Legal Services;
  - (b) to the Owner at Red Lion Caravan Park, London Road, Dunkirk, Kent, ME13 9LL marked for the attention of [REDACTED]
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 16.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.
- 16.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. **THIRD PARTY RIGHTS**

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

18. **GOVERNING LAW**

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

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

The common seal of Swale Borough Council was affixed to this document in the presence of:



Authorised signatory



Signed as a deed by [redacted]  
[redacted] in the presence of:

[redacted] .....

[redacted] .....

[redacted] .....

*Witness Signature*

.....  
*Witness Occupation*

[redacted] .....

.....  
*Witness Address*

[redacted]  
[redacted]  
[redacted]

### **Schedule 1 Covenants by the Owner**

The Owner may not make a Disposal without first complying with the following requirements:

(i) To send a Notification to the Parish Council immediately before commencing a Period of Active Marketing.

(ii) Unless Part 3 of Schedule 3 applies to provide to the Clerk of Dunkirk Parish Council evidence that any prospective Occupier is a Preferred Person.

The Owner shall make it a binding condition within every Park Home Agreement that the Park Home Owner shall not make a Disposal without first providing the Owner with written notice of his intention to make a Disposal and no such Disposal shall take place before the Owner has complied with the requirements at (i) and (ii) above.

## **Schedule 2 Covenants by the Council**

When requested so to do by the Owner or a Park Home Owner to express a view on the application of the Criteria, and in particular whether a person is or is not a Preferred Person

To carry out its obligations under Schedule 3 Part 3 and provide to the Owner or a Park Home Owner information pertaining thereto

## **Schedule 3 Criteria and their application**

### Part 1 Local Connection Criteria

A person

- (a) Either of whose parents were resident in Dunkirk parish at the time of their birth or
- (b) Whose normal residence has been in Dunkirk parish for a continuous period of three years prior to the Notification to the Clerk or
- (c) Who has a spouse, child, parent or sibling whose normal residence has been Dunkirk parish for a continuous period of five years prior to the Notification to the Clerk or
- (d) Whose permanent place or work has been in Dunkirk parish for a continuous period of three years prior to the Notification to the Clerk

### Part 2 Local Need Criteria

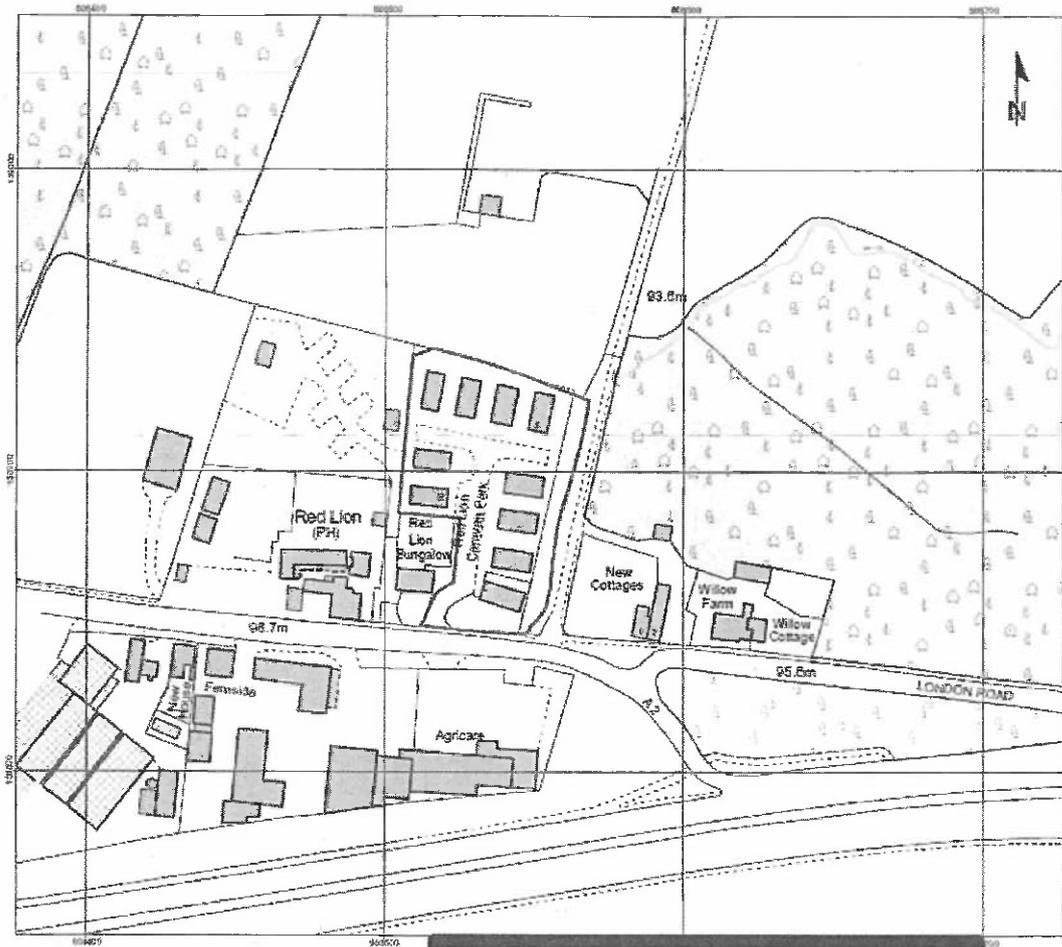
A person who

- (a) Has an essential need resulting from their state of health or a disability from which they suffer which may be addressed by residence in a Park home and
- (b) Has an essential need resulting from their state of health or a disability from which they suffer which may be alleviated by residence close to family, friends or carers who have themselves lived in Dunkirk parish for a continuous period of three years prior to the Notification to the Clerk
- (c) Irrespective of whether they satisfy any of the other Local Need Criteria is regarded as a Preferred Person by Dunkirk Parish Council as evidenced by a statement written and signed on its behalf by the Parish Clerk

### Part 3 – Application of the Council's Criteria and authorised disposals

In the event that no Disposal permitted by this Agreement is made to a Preferred Person within the Period of Active Marketing the Council shall take steps to locate an Occupier on the terms offered by the Owner or Park Home Owner as the case may be to persons within Swale and for a further period of three months from the end of the Period of Active Marketing the Owner or Park Home Owner as the case may be shall take further steps to seek an Occupier in parishes within Swale and adjacent to the Parish of Dunkirk. If no Disposal is made to an Occupier fulfilling the Criteria within 6 months of the date of the Notification to the Parish Clerk the Owner or Park Home Owner as the case may be shall be entitled to make a Disposal to any person for the remainder of the period of 12 months beginning on the date of the Notification to the Parish Clerk.

# Annex A. Plan



*AP/14*

## **Annex B. Draft Planning Permission**

- (1) The development to which this permission relates must be begun not later than the expiration of three years beginning with the date on which the permission is granted.

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

- (2) The caravans/park homes on the site shall conform to the definition a caravan as set out within Section 29 (1) of the Caravan Sites and Control of Development Act 1960 and Section 13 (1) of the Caravan Sites Act 1968 in the case of twin unit caravans. Furthermore they shall not exceed the sizes as stated within The Caravan Sites Act 1968 and Social Landlords (Permissible Additional Purposes) (England) Order 2006 (Definition of Caravans) (Amendment) (England) Order 2006 as being a maximum of 20m in length, 6.80m in width and 3.05m in internal height.

Reason: The site is intended to be a low-cost homes site and any variation in this use and appearance would run counter to the aims of approving permanent residential use here.

- (3) No more than 10 caravans shall be stationed on the site at any time.

Reason: Any increase in the number of caravans here would cause harm to the character of this rural area and harm to residential amenity