

North Hertfordshire District Council

FAO: Melissa Tyler

By email only

Date: 2nd April 2025

Application Reference: 25/00734/DOC

Site: Tannery Drift School , Tannery Drift, Royston, Hertfordshire, SG8 5DE

Proposal: Details reserved by condition 3 (Community Use Agreement) of planning permission reference no 24/00155/FP granted 19.03.2024

Sport England Reference: PA/25/E/NH/70362

Thank you for consulting Sport England in respect of the details submitted under the above planning reference to discharge condition 3 of planning permission 24/00155/FP. I would wish to make the following comments:

I have considered the submitted community use agreement and can advise that the content of the agreement is broadly supported as it covers the key issues that would be expected to be included in the agreement and it has been based on Sport England's community use agreement template. The submitted document would also fulfil the majority of the requirements of the planning condition. However, I would have the following comments on the agreement:

- **Parties:** It is not necessary for Hertfordshire County Council, as either the county council or the landowner, to be a party to the agreement. Hertfordshire County Council, based on experience of the preparation of community use agreements elsewhere, are usually reluctant to be a party to a community use agreement. However, if the school wishes to retain the County Council as a party then no objection would be made.
- **Planning Condition References:** For accuracy, reference in clauses 1.1, 1.2 and 9.6 should be to planning condition 3 rather than condition 24/00155/FP
- **Status:** The community use agreement has not been signed by the parties. It is not sufficient to submit it to the District Council as the local planning authority to meet this requirement as the Council in its capacity as the local planning authority would not usually sign it as part of the determination of the application. Without it being signed by all parties the agreement would have limited status as it would not have been agreed or completed by the parties. Furthermore, any changes requested by the parties need to be incorporated into the agreement before it is signed. At this stage it is also unclear whether the parties have considered the draft agreement. The planning condition also requires a *completed* approved agreement to be provided to the Local Planning Authority rather than a draft.

In view of the need for amendments to be made to the agreement, I would advise that Sport England **objects** to the details that have been submitted to discharge the requirements of condition 3 of the planning permission in their current form. I would therefore request that the details are not approved by the Council in their current form. However, I would be prepared to review this position if the community use agreement is amended as set out above. I would be happy to discuss these comments with the applicant.

If you have any queries, please contact the undersigned.

Yours sincerely,

Roy Warren
Planning Manager

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