



**South  
Cambridgeshire  
District Council**

Local Development Framework

# Open Space in New Developments

Supplementary Planning Document

**Adopted January 2009**

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**Open Space in New  
Developments**

Supplementary Planning Document

Adopted January 2009

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## CHAPTER 1

### INTRODUCTION TO THE SUPPLEMENTARY PLANNING DOCUMENT

- 1.1. This South Cambridgeshire District Council (SCDC) Supplementary Planning Document (SPD) forms part of the South Cambridgeshire Local Development Framework (LDF)<sup>1</sup>.
- 1.2. The SPD expands on open space policies in the Development Control Policies Development Plan Document (DPD), adopted in July 2007, and provides additional details on how they will be implemented. Policies seek to ensure that provision of open space is addressed comprehensively to meet the needs of all new developments. Where provision cannot be made on site, off site contributions are now sought to enable improvements to the quantity and quality of facilities in the locality. The SPD includes standard charges indicating the level of contribution likely to be sought by the Local Planning Authority, as indicated by Planning Circular 05/05 Planning Obligations.
- 1.3. The policy builds on Planning Policy Guidance 17: Sport and Recreation (PPG17) and the more recent Planning Circular 05/05 to provide a balanced and fair approach which ensures that people moving into new housing developments are properly catered for, without a negative impact on existing community spaces and facilities. Such provision improves the health and well-being of the whole community, makes a substantial contribution towards community sustainability and provides important focal points for community activity and infrastructure.
- 1.4. Open spaces will not be peripheral to the development as a whole but will be fully integrated into the design. In particular, children's play areas will be provided where they are very accessible and visible and in locations to maximise community benefit rather than utilising areas left over after planning and areas unsuitable for other uses.
- 1.5. This Supplementary Planning Document applies across the District, although there are a number of Area Action Plans for major developments that contain specific policies on open space that vary from the district wide policy.
- 1.6. Area Action Plans that address sites on the edge of Cambridge (Cambridge East AAP, Cambridge Southern Fringe AAP, North West Cambridge AAP) utilise the Cambridge City Council Open Space standards. The standards and costs included in chapter 2 of this document therefore do not apply to these areas.

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<sup>1</sup> Note - this SPD is referred to as 'Recreation and Community SPD' in the Council's approved Local Development Scheme (July 2007)

## PURPOSE

- 1.7. The objective of this SPD is to assist achievement of the Development Control Policies DPD objective SF/h: **to ensure the proper provision and maintenance of open space and sports facilities consistent with levels of planned residential development and identified open space standards.**
- 1.8. Specific objectives for this document are to:
- Assist applicants gain planning permission quickly by informing them of what contributions are required and why, as well as how provision and payments should be made;
  - Ensure that Parish Councils and / or the local community are involved in decisions that affect public open space provisions within new developments;
  - Ensure that new facilities provided are appropriately designed to maximise amenity;
  - Ensure that facilities provided are properly managed and maintained for maximum community benefit.

## SOUTH CAMBRIDGESHIRE LDF POLICY

- 1.9. Open space requirements from new developments are detailed in the following policy in the Development Control Policies DPD.

### **POLICY SF/10 Outdoor Play Space, Informal Open Space and New Developments**

- All residential developments will be required to contribute towards Outdoor Playing Space (including children's play space and formal outdoor sports facilities) and Informal Open Space to meet the additional need generated by the development in accordance with the standards in Policy SF/11.**
- Only family dwellings of two or more bedrooms will be required to contribute to the provision of Children's Play Space. Sheltered dwellings and residential homes will not be required to provide Outdoor Play Space.**
- Where appropriate, provision will involve all or some types of space within the development site. However, an appropriate contribution will be required for "off-site" provision of the types of space not provided on-site. This may be for new provision and / or improvements to existing facilities.**

- d. In developments of less than 10 homes, it is expected that only Informal Open Space will be provided on-site. Where an individual phase comprises 10 or fewer dwellings, but will form part of a larger scheme exceeding that total, a proportional contribution to future on-site provision will be required.
- e. Depending on the nature of provision, contributions may also be required to meet maintenance and / or operating costs either as pump priming or in perpetuity.
- f. Where on-site provision is required, the Council may seek the option of a commuted capital sum to construct the facility. In these circumstances, a serviced site (as appropriate for the facility concerned) will be transferred to the Council free of charge by the developer.

#### **OPEN SPACE STANDARDS**

- 1.10. Open space standards are detailed in Policy SF/11 of the Development Control Policies DPD.
- 1.11. The minimum quantitative standard for outdoor play space and informal open space is 2.8 hectares per 1000 people, comprising:
  - a. **Outdoor Sport – 1.6 hectares per 1,000 people**
  - b. **Children’s Play Space – 0.8 hectares per 1,000 people**
  - c. **Informal Open Space – 0.4 hectares per 1,000 people**

(Definitions for each of these three elements are provided in Appendix 3.)

- 1.12. The starting point for the mix of Children’s Play Space will be 50% formal and 50% informal. A lower percentage of formal space may be acceptable if it can be demonstrated that provision of the LAPS / LEAPS / NEAPs hierarchy can be achieved appropriately with less than 50% formal provision.
- 1.13. Types of spaces considered not to contribute to the standard are listed in Appendix 4. Quality and accessibility standards are provided in Appendix 2 of this SPD.

#### **BUSINESS / RETAIL DEVELOPMENTS**

- 1.14. In addition to the standards detailed above, informal open space provision will be encouraged as part of business park, retail and large-scale commercial developments; this is for the benefit and well being of the workforce and also visitors to the site. Any spaces provided should have regard to the nature and location of the development.



## CHAPTER 2

### CALCULATING PROVISION REQUIREMENTS

#### WHEN DO STANDARDS APPLY?

- 2.1. When there will be a net increase in the number of occupants as a result of a residential development (details of how this is calculated are provided below). This includes conversions and change of use. It includes bed-sits, flats, sheltered housing and affordable housing.
- 2.2. Exceptions to this are as follows:

1 Bedroom Dwellings:	Not Required to contribute towards Children's Play Space (but must provide informal open space and contribute towards formal outdoor sports).
Sheltered Dwellings & Residential Homes:	Not required to provide outdoor play space (but must still provide informal open space).

#### ON-SITE PROVISION

- 2.3. The table below provides a guide for when on-site provision will be sought. This means direct provision of a space or facility within the agreed development site boundary. On individual sites negotiation may take place on the types of space provided on-site, taking account of the needs of the area, existing provision and deficiencies.
- 2.4. Guide for when on-site provision will be sought:

	Type of Space	On Site Provision Sought on Developments above:
Open Space for Formal Sport	Sports Pitches	200 dwellings
	Other Outdoor Sport	200 dwellings
Children's Play Space	Local Area for Play (LAP)	10 dwellings
	Local Equipped Area for Play (LEAP)	50 dwellings
	Neighbourhood Equipped Area for Play (NEAP)	200 dwellings

	Informal Play Space	10 dwellings
Informal open space		Site level negotiation

### CALCULATION OF ON-SITE PROVISION REQUIREMENTS

- 2.5. Calculation of provision required for a residential development involves establishing the net increase in occupants, using an occupancy rate for different property types within the development based on the number of bedrooms. Where the number of dwellings is not specified the LPA will assume a minimum of 30 dwellings per hectare with a clause in any Section 106 Agreement for additional contributions if reserve matters applications give rise to higher density development.
- 2.6. Where a Section 106 Agreement is signed for an outline consent and details of the house sizes is also unknown, a formula for calculating the open space / commuted sums will be included in the agreement, consistent with this Policy.
- 2.7. The occupancy levels per dwelling for the purposes of this Policy are detailed below. They are based on occupancy rates of recent new development at Cambourne, and are considered a reasonable proxy for new developments across the District. Where there is alternative robust information on population in relation to a specific major development this will be used, subject to the approval of the Local Planning Authority.

Size of Dwelling	Number of Occupants
1 Bedroom	1.34
2 Bedrooms	1.75
3 Bedrooms	2.42
4 Bedrooms +	3.32

Source: Living in Cambourne - Cambridgeshire County Council 2006

- 2.8. The adopted Open Space standards from Policy SF/11 create a requirement per 1,000 people. The table below indicates this requirement by size of dwelling, taking account of the policy that single bedroom dwellings are not required to contribute towards children's play space.

Size of Dwelling	Formal Sport (m <sup>2</sup> )	Children's Play (m <sup>2</sup> )	Informal open space (m <sup>2</sup> )	Total (m <sup>2</sup> )
1 Bedroom	21.4	0	5.4	26.8
2 Bedrooms	28.0	14.0	7.0	49.0

3 Bedrooms	38.7	19.4	9.7	67.8
4 Bedrooms +	53.1	26.6	13.3	93.0

2.9. Whilst using the above table to calculate the level of the requirement of public open space for any size of development, it is recognised that some modern dwellings are designed to provide greater flexibility in their internal arrangement. The assessment of the occupancy rate of a dwelling should therefore include rooms shown for other purposes, but capable of being used as a bedroom, once an allowance has been made for the appropriate number of living rooms or living area.

### **OFF-SITE CONTRIBUTIONS: CAPITAL PAYMENTS**

2.10. On-site provision is the best option to meet the needs of the new community, and off-site provision will only be considered where on site provision is clearly inappropriate. This may be the case for outdoor sport provision for small developments but will need to be justified by the developer in discussion with the Parish and District Councils.

2.11. Where full provision of outdoor play space is not made on site, additional land or funding will be secured through the Section 106 Agreement or via planning obligations / conditions for improvements and / or extension to existing recreation facilities. This will be based on considerations within the village or adjoining area and will be determined in consultation with the Parish and District Councils.

2.12. This funding will be referred to as Off-Site Capital Payments within the Section 106 Agreement and the trigger point for its payment will also be stated. The Section 106 Agreement will identify what the funds are to be spent on and a sunset clause will generally apply requiring the money to be spent within 10 years. Where developers are providing additional off-site land to meet their obligations for formal sport or children's play space, this will also be provided with an appropriate capital sum to make the facility "fit for purpose" for the activity in question. For example, for pitches this will involve the cost to level, drain, seed and prepare for sporting use to a standard that is acceptable to the Governing Body of Sport for "club" use.

2.13. The Off-Site Capital Payments may be used for:

- The acquisition of land or facilities;
- The laying out and construction of land including sport pitches, facilities and equipment for play and / or sport and informal openspace;
- The improvement or upgrading of land including sports pitches, facilities and / or equipment for play or sport and informal openspace.

- 2.14. Specific examples of items that may be provided:
- New grass pitches;
  - Artificial turf pitches, MUGAs, courts and greens and ancillary facilities;
  - Teenager play facilities such ball courts and facilities for wheeled sports;
  - Improvements to pavilions/changing facilities where they are unable to meet demand, are of a poor standard, or do not meet safety standards;
  - Car / cycle parking and access routes where no satisfactory alternative provision exists and they are necessary to meet adopted highway safety and/or parking standards for the facilities and avoid any unacceptable impacts on nearby residents and businesses;
  - Seating, lighting, play equipment, and other similar facilities that enable the safe, practical and reasonable use of the open space they serve;
  - Improvements to the landscaping, planting or layout of spaces to improve the quality and amenity of open spaces;
  - Improvements to pitch quality including ground and surface drainage, fencing or safety surfacing necessary to enable the facility to meet any relevant adopted standards and at an acceptable level and frequency of use.

#### **COST OF OFF-SITE PAYMENTS FOR OUTDOOR PLAY SPACE**

<b>Provision</b>	<b>Cost per Person (2008 prices)</b>
Outdoor Sport	£372.06
Children's Play space (equipped / formal)	£458.20
Children's Play space (unequipped / informal)	£32.31
Informal Open Space	£69.23
<b>TOTAL</b>	<b>£931.80 per person</b>

- 2.15. The level of contribution sought by the Local Planning Authority will be calculated according to the net increase of occupants that will result from a residential development according to the table at paragraph 2.7 above.
- 2.16. Costs are based on research titled 'The Development of a Recreation Policy for South Cambridgeshire District Council', prepared by consultants Leisure and the Environment in 2005, index linked (Building Cost Index All-in Tender Price Index) to 1<sup>st</sup> quarter of financial year 2008/9 (subject to annual index linked update).

- 2.17. The payment of these off-site capital sums and also the commuted maintenance sums below will be secured through an agreement under Section 106 of the Town and Country Planning Act 1990 or a unilateral undertaking. The process is outlined in Appendix 1 of this document. The Section 106 Agreement will be based on the new nationally approved Model Agreement available on the CLG website at [www.communities.gov.uk](http://www.communities.gov.uk). A template is attached at Appendix 7.

## **OWNERSHIP AND MANAGEMENT**

- 2.18. Ownership of open space and facilities varies greatly across the District. The majority of existing play spaces are managed by Parish Councils. Many are owned by the District or County Council, and leased to Parish Councils, while many Parish Councils or established local trusts own their village facilities. Some facilities are leased long-term to the public sector by private owners.
- 2.19. For new developments, it is the developer's responsibility to ensure that the open space and facilities are available to the community in perpetuity and that satisfactory long-term levels of management and maintenance are guaranteed.
- 2.20. It is strongly advised that in the majority of cases new open spaces and facilities should come under the freehold ownership of the Parish Council or Town Council or a local community organisation or trust that has clear accountability, is properly constituted, represents the best interests of the whole community and appropriate access by the community is guaranteed into perpetuity.
- 2.21. If a developer, in consultation with the District Council and Parish Council, decides to transfer the site to a management company, the District Council will require appropriate conditions to ensure public access and appropriate arrangements in the event that the management company becomes insolvent (a developer guarantee).
- 2.22. The need for early consultation with the body required to manage open spaces is paramount. Developers will need to satisfy the District and Parish Council that a satisfactory management mechanism is in place before planning permission is granted; this will include the requirement of an agreed management and maintenance plan and an agreed commuted maintenance sum.

## **COMMUTED MAINTENANCE PAYMENTS**

- 2.23. Developers will be required to contribute towards the initial burden of maintaining outdoor play space and open space created to meet the needs of the development. The Council will require a Commuted Maintenance Payment for open spaces provided by the new development. These Commuted Maintenance Payments are intended to fund a stream of index linked revenue payments which will pay for the maintenance of both on-site and off-site open space and facilities where they directly relate to the new community.

- 2.24. The Council requires a Commuted Maintenance Sum for 10 years for provision of on-site or off-site facilities that directly meet the needs of the development. This will be included within the Section 106 Agreement either in the form of a figure or a formula, depending on whether the types and sizes of homes are known at the time.
- 2.25. In accordance with Planning Circular 05/05 (paragraph B18) this 10 year requirement has been reviewed and is considered a fair and balanced approach for new provision predominantly for the benefit of the users of the associated development.
- 2.26. In accordance with paragraph B19 of the same circular, the Council will also require a Commuted Maintenance Sum for 5 years for “pump priming” initial support for on-site and off-site provision where contributions are used to improve existing facilities or pooled (potentially with other sources of funding) to create new facilities. These facilities are provided partly to meet the direct needs of the new community, but will also cater for wider demand from existing communities. Additional pump priming contributions will not be required where a commuted maintenance sum has been secured as set out in paragraph 2.24.
- 2.27. Commuted Maintenance Payments for both on-site and off-site provision will be index linked and made available on or before the time of transfer to the Parish Council or management organisation.
- 2.28. The level of contribution sought by the Local Planning Authority for commuted maintenance will be as follows:

<b>Provision (capital)</b>	<b>Cost per Person per Year (2008 prices)</b>
Outdoor Sport	£18.98
Formal Children’s Play Space	£45.82
Informal Children’s Play Space	£1.62
Informal Open Space	£3.78
<b>Total</b>	<b>£70.20 per person per year</b>

Costs are based on research titled 'The Development of a Recreation, Policy for South Cambridgeshire District Council', prepared by consultants Leisure and the Environment in 2005, index linked (Building Cost All-in Tender Price Index) to 1<sup>st</sup> quarter of financial year 2008/9 (subject to annual index linked update). They represent a robust indicator of the level of contribution which will normally be required. If alternative costs were to be sought through negotiation with the Local Planning Authority, clear evidence would need to be produced to the satisfaction of the Local Planning Authority, to show that the required provision could be

maintained for the appropriate period whilst still achieving the relevant agreed specification and quality.

- 2.29. Developers will be responsible for maintaining outdoor play spaces and facilities until they have been formally transferred to a Parish Council or management organisation. This will allow for establishment of facilities and planting.
- 2.30. Developers are also required to produce maintenance plans for all on-site informal open space, formal outdoor sports and play facilities as part of reserved matters and to be approved by the Council before work may commence. This will help ensure that outdoor play space and facilities are appropriately maintained up to the point of transfer and will also provide the Parish Council or management organisation with a helpful guide to ensure that maintenance is then continued at an appropriate level.



## APPENDIX 1

### THE DEVELOPMENT PROCESS

- 3.1. The development process, including the Section 106 Agreement, is outlined in detail below.
- 3.2. The Planning Application should be submitted where possible with a draft Section 106 Agreement (based on the model agreement, but otherwise with a draft statement of the proposed heads of terms for a s106 agreement). The Outdoor Play Space requirements will be included within Schedule 3 of this document based on the standards and formula outlined within this document. It is acknowledged that this standard template may require revision in relation to the specific circumstances of an application.
- 3.3. At the Outline Planning Application stage, the number and type of dwellings may be unknown. If a Section 106 Agreement is signed for an outline consent and details of house sizes are not known a formula for calculating the open space / commuted sums will be included in the agreement, consistent with this Guidance.
- 3.4. Where sites are developed incrementally, or by separate developers, outdoor play space and informal open space will be considered for the site as a whole. This may involve pooling of resources for larger scale facilities or those requiring a higher threshold of population than for any one individual phase. This will be included within a legal agreement.
- 3.5. Timing of provision will also be included as trigger points within the Section 106 Agreement, based on housing occupations. These trigger points will show when facilities or open spaces are to be completed to an adoptable standard i.e. ready for community use and "fit for purpose". In larger developments, it is likely to be based on 2 trigger points (one for start of work and one for completion) based on provision to an adoptable standard prior to occupation of a specified number of dwellings.
- 3.6. Before approving transfer of play space, the District Council and Parish Council (where appropriate) will commission a specialist to check that the area or facility is completed to an acceptable quality and is fit for purpose. Such specialists will come from organisations such as ROSPA, API, NPFA and SAPCA. The Developer will be required to pay for the cost of this inspection.

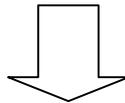
### PAYMENTS

- 3.7. The Off Site Capital sum will normally be payable on commencement of the development.

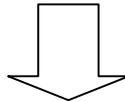
- 3.8. The Commuted Maintenance Sum(s) will be payable on transfer of facilities (where they are provided by the developer), or when off-site facilities are completed and fit for purpose.

### THE PROCESS FLOW CHART

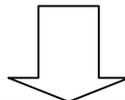
Developer contacts the District Council Development Control Section. The contact number is 08450 450 500. The Development Control Officer will provide the Developer with this SPD including the Section 106 Agreement template and give other pre-application advice.



Developer contacts the local Parish Council. The contact details for Parish Council Clerks are available on the SCDC website: [www.scambs.gov.uk](http://www.scambs.gov.uk) or by contacting 08450 450 500. The Developer should discuss existing facilities in the village and how facilities and open space provided within the new development might compliment this. Discussions should also include management options and whether the Parish Council is able to take on responsibility for any new spaces or facilities.

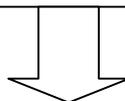


Developer considers advice from the District Council and Parish Council and starts to prepare its Design and Access Statement.

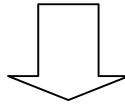


Developer submits a planning application accompanied by a Design and Access Statement along with a draft Section 106 Agreement (based on the model agreement, but otherwise with a draft statement of the proposed heads of terms for a s106 agreement).

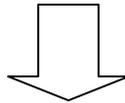
- The planning application will show what on-site outdoor play space is being provided.
- The draft Section 106 Agreement will include the Off-Site Capital Sum(s) (where appropriate), the Commuted Maintenance Sum(s) and trigger points for the completion of facilities in accordance with the adoptable standard referred to above.



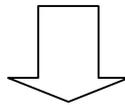
If a draft Section 106 Agreement is not included with the planning application, the SCDC legal office will prepare one (there may be a charge for this service).



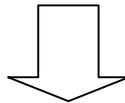
The District Council Development Control Officers consider the planning application and its legal office considers the draft Section 106 Agreement.



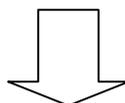
Prior to planning approval being determined, the Section 106 Agreement is signed by all parties, including the Parish Council, where appropriate.



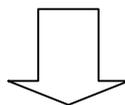
The Development Control Officer requests technical details of each element of on-site provision, to be submitted and approved as part of the planning conditions. The LPA will advise on this if necessary.



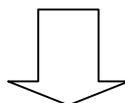
Planning conditions are discharged by the Development Control Officer as appropriate.



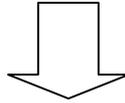
Developer starts work on site and implements on-site outdoor play space provision as specified in the approved plans. The Developer would be best advised to employ specialists to construct play and sports facilities to ensure that they are provided to acceptable standards for adoption.



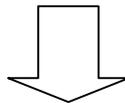
Off-Site Capital sums are provided by the developers in accordance with the agreed trigger point.



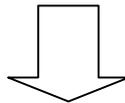
Once on-site facilities are completed, the Developer will confirm that they are ready for transfer and the facility will be checked by a specialist consultant, as agreed by the LPA and Parish Council. The cost of this will be met by the Developer.



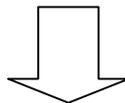
Associated planting and landscaping may not be fully established and therefore ready for transfer. The LPA and Parish Council will take a view on this at the time.



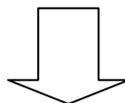
Once facilities are approved for transfer, the legal documents will be prepared by Legal representatives of the Developers and the Parish Council (or approved management organisation). Facilities and land will normally be transferred as freehold. This process will include transfer of the Commuted Maintenance Sum.



If the third party specialist cannot approve the facility as fit for purpose and ready for community use, the developer will be advised of this in writing and required to make the necessary improvements within a specified timescale.



Further third party checks will be made until the facility is considered as fit for purpose and ready for community use. The cost of subsequent checks will be met by the developer. The facility will only be approved for transfer once it meets an adoptable standard as agreed with the local planning authority.



Please note that the specialist will be selected by the LPA and the inspection will include full Performance Quality Assessment Checks for sports facilities.

## APPENDIX 2

### DETAILED INFORMATION ON WHAT IS REQUIRED

- 4.1. This section incorporates the Local Planning Authority's quality and accessibility standards for outdoor sport, children's play space and informal open space.
- a. Outdoor Sport
  - b. Children's Play Space (Children and Teenagers)
  - c. Informal Open Space

#### A. OUTDOOR SPORT

##### PARTICIPATION RATES

- 4.2. Sport participation rates and team generation rates in both cricket and football are amongst the highest in the country, with South Cambridgeshire being the highest within Cambridgeshire. This highlights the general need for a high level of provision of pitches and associated training and ancillary facilities.
- 4.3. Figures provided by the Football Association (FA) show that Cambridgeshire has the fifth highest team generation rate of any county in England and South Cambridgeshire has the highest rates within Cambridgeshire. For example, recent FA figures show that in South Cambridgeshire it takes a population of 62 children (within the relevant age group) to generate a Mini Soccer Team, and a population of 49 boys to generate a Youth Football Team. The Cambridgeshire FA Local Football Partnership's Facility Strategy for the area, which identifies priority sites for capital funding, can be accessed by contacting the Cambridgeshire FA Development Officer on 01223 576770.
- 4.4. New village developments such as Cambourne continue to show this high participation rate. At June 2006, Cambourne had a population of approximately 5,000 people (2,000 new homes occupied) since the development commenced in late 1999 and had developed the following outdoor sports clubs and teams:

Football	2 Junior Clubs involving a total of 11 teams.
	2 Adult Teams
Cricket	3 Junior Teams
	2 Adult Teams

Netball	2 Teams (30 players)
Rugby	1 Team (30 players, plan for 2 teams in 2007/08)
Tennis	100 members

- 4.5. In addition with the increased density of housing proposed for major new developments and the subsequently reduced availability of gardens for children's play and informal sports activities, the need for purpose built facilities is increasingly important to ensuring a healthy and sustainable community.
- 4.6. The Strategic Sports Facility Strategy for the Cambridge Sub-Region, commissioned by Cambridgeshire Horizons in partnership with all the local authorities, offers useful context for the planning of sports facilities within the major new developments and helps identify the need for strategic sports facilities for the Sub-Region, some of which may be located within the district and especially within the major growth areas. The Strategy also identifies the need for more local facilities such as swimming pools, artificial turf pitches and sports halls within the major growth areas such as Northstowe and Cambridge East.

#### **LOCATION OF FORMAL SPORTS FACILITIES**

- 4.7. All residential development should have good access to formal sports provision, ideally within 1,000m, although it is acknowledged that this may not be practicable in all village communities. On-site provision of sports pitches is only likely to be possible in very large developments. Sports pitches require ancillary facilities, such as changing rooms and parking and, potentially, training lights. It is therefore more efficient to locate pitches together, where accessibility is not unduly diminished. The provision of multi sport facilities in larger developments where a range of outdoor sports share ancillary and social facilities will be most cost effective and better serve the needs of the community.
- 4.8. Although provision secured on site in new developments is primarily to serve the needs of the new development, it is also likely to be utilised by existing residents, and therefore must not be considered in isolation. The type of new sports facilities provided should complement existing provision. The South Cambridgeshire Audit and Needs Assessment of Outdoor Play Space and Informal Open Space 2005 (and any updates) provides village by village information on the types of existing provision, the clubs making use of that provision, and particular needs the village is experiencing.
- 4.9. School grass pitches will not normally be included within the standard for community provision if they are not included within the Council's Dual Use Agreements. Dual use of grass pitches does not provide a good solution to school or community and tends to result in serious overuse of pitches and conflict between users. Community access does not get priority and schools cannot guarantee

availability throughout the season. In addition, the pitches are not properly part of the public realm, which would allow them to be openly available to the whole community for formal and informal activities.

### **NATURAL TURF / GRASS PITCHES / GREENS**

- 4.10. This includes a range of grass pitches and greens for sports including football, rugby, bowls and cricket. This will include pitches for junior and mini versions of pitch sports in response to national trends and local need. In particular, mini football (soccer) pitches are increasingly required as the mini version of the game for boys and girls becomes more and more popular.
- 4.11. Ancillary facilities are essential in order to properly develop sporting activity and clubs. These include changing facilities as well as floodlit training areas, artificial cricket wickets and nets, car parking, cycle stands and storage for maintenance equipment. These should meet the most relevant quality standards as identified by the Governing Bodies of Sport. Also essential is appropriate access to water supply for maintenance of natural turf pitches and greens, in accordance with the advice of the relevant governing body of sport.
- 4.12. In accordance with NPFA guidelines and “The Design and Maintenance of Outdoor Sports Facilities” 2004, care should be taken when selecting the site and location of pitches to ensure that local property is not adversely affected and that sporting activity is not at risk of being restricted.
- 4.13. The facilities should allow for good access by maintenance equipment and pitches should be at least 5m apart with 6m run off at each end and at least 5m from the nearest planting schemes / hedge or trees (these margins are slightly different to Football Foundation guidelines). Pitches should not overlap as the summer and winter seasons now increasingly present potential conflict between sports at the end of each season; for example cricket and football pitches where seasons overlap. The Football Association (East Region) has confirmed that “in new build developments it is much preferred that the cricket outfield is not used for football pitches because of the ever growing cross over between seasons and the frictions this causes between sports.” This is also supported by the England and Wales Cricket Board.
- 4.14. The Football Association also points out that where clubs are successful and progress upwards through the football league structures, league rules often dictate certain standards including provision of ancillary facilities, spectator facilities, floodlights and whether the pitch can be used for other sports.
- 4.15. The orientation of all new pitches and greens should be in accordance with the NPFA Guidelines based on a best common orientation of 345 degrees or the preferred option of the relevant Governing Body of Sport. This varies slightly for winter and summer sports. It is not unusual for public rights of way to cross open

space. When locating sports pitches, consideration should be given to preventing conflicts.

- 4.16. The construction, drainage and gradient of all grass pitches should meet the standards outlined in “The Design and Maintenance of Outdoor Sports Facilities” and any subsequent NPFA publications and also the most up to date standards and guidelines of the appropriate Governing Body of Sport. Detailed design / specifications and maintenance and management plans will be required for all grass pitches and greens as part of Planning / Landscaping conditions, before work can commence.
- 4.17. The facility will meet the Governing Body Performance Quality Assessment and “fit for purpose” assessment by a specialist consultant as part of the transfer procedure from the developer to the adopting body.
- 4.18. Many parts of South Cambridgeshire have “heavy” clay soil so the drainage and irrigation are of particular importance in achieving standards of performance throughout the year. Pitches and greens will be constructed by sports turf experts and work will generally commence at least 3 years before transfer is expected, allowing up to 2 years for construction and 1 year for them to become established.
- 4.19. All facilities will be accessible to disabled users, coaches and spectators.

#### **COURTS, MULTI-USE GAMES AREAS (MUGAs) AND ARTIFICIAL TURF PITCHES (ATPs)**

- 4.20. This includes a range of all weather facilities including tennis and netball courts, artificial turf pitches and formal multi use games areas. There is increasing demand for such floodlit facilities.
- 4.21. As with natural turf pitches, ancillary facilities are essential in order to properly develop sporting activity and clubs. These include changing facilities, car parking, cycle stands and storage for maintenance equipment. Courts and MUGAs should also be orientated in accordance with NPFA or Governing Body recommendations and should be accessible and surrounded by a hard surfaced path to help ensure minimum contamination of the surface, ability for spectators to stand on a “clean” surface and to encourage access by cycle.
- 4.22. Floodlights significantly extend the use of these facilities ensuring maximum community access and benefit throughout the year. The site and location should therefore ensure that floodlights would not cause a nuisance to local residents. Floodlights must meet the relevant Governing Body of Sport standard and also BS EN 1293:2007. They will normally have demountable columns and all electric components contained within the columns to help ensure easy maintenance. They will be required to meet BS EN 12193:2007 quality standard. Policy NE/14 of the Development Control Policies DPD provides the LPA’s planning policy for lighting proposals.

- 4.23. All courts and all weather pitches must meet BS EN 15312:2007 and the relevant and most recent Governing Body standards in terms of design, dimensions, drainage and foundations and construction, for the primary sport. They should also be equipped to Governing Body recommendation including provision of goals, fencing, posts and nets.
- 4.24. Tennis and netball courts will meet the “club” standards of the relevant Governing Bodies of Sport (Lawn Tennis Association and the All England Netball Association) in all aspects of build including foundations, drainage, construction, dimensions, floodlights, fencing and macadam-type playing surface. The courts will be equipped with posts and nets as recommended by the relevant Governing Body.
- 4.25. “**Formal**” **MUGAs** are smaller than a full sized hockey or football pitch and will generally offer a five a side or training area for football/hockey with artificial turf playing surface and floodlights. The facility may also be used for tennis but the design, specification and playing surface will meet the Governing Body standards for the “primary” sport. These “formal” MUGAs will be managed facilities, with charges made for bookings. Floodlights are essential. Please note that “informal” MUGAs or ball courts are included as NEAPs within the Formal Play Space for Children and Teenagers.
- 4.26. **Artificial Turf Pitches (ATPs)** are full sized pitches used mainly for hockey, football, rugby and occasionally tennis. The design and specification will generally meet the Governing Body standards for the “primary” sport unless an acceptable compromise can be achieved. Playing surfaces are developing and improving every year so the most up to date information available should be used when designing the facility.
- 4.27. As above, the orientation of new pitches and courts should be as recommended by the NPFAs based on a best common orientation of 345 degrees or the preferred option of the relevant Governing Body of Sport.
- 4.28. The proximity of trees and shade should be taken into account when selecting a site for new facilities. The close proximity of trees and shade can lead to maintenance problems in the future and in particular when designing new courts, greens and artificial turf pitches, great care should be given to ensure that trees are planted a sufficient distance away to ensure no they cannot be damaged from roots and leaf fall. It is likely that substantial landscaping will be required within the vicinity of these larger recreational structures to reduce their impact on the wider landscape. Space for planting should form part of any planning application but trees and shrubs should be carefully placed so as not to affect the playing surface.
- 4.29. Detailed design / specifications and maintenance and management plans must be submitted to the LPA for all courts, MUGAs and artificial turf pitches as part of the Planning conditions, for approval before work can commence.

- 4.30. The facility will also meet the relevant Governing Body Performance Quality Assessment as part of the transfer procedure between the developers and the adopting body.
- 4.31. Courts, “formal” MUGAs and ATPs should be constructed by companies approved by the Sport and Play Construction Association (SAPCA).
- 4.32. All facilities will be fully accessible to disabled users, coaches and spectators.

## **B. CHILDREN’S PLAY SPACE (comprising informal and formal children’s play space)**

### **CHILDREN’S PLAY SPACE (FORMAL): GENERAL INFORMATION**

- 4.33. The Council is committed to ensuring that children’s play spaces in new developments meet the needs of local children; that they are attractive, safe and creative places where children and teenagers can enjoy physical activity, socialising and quiet contemplation. The design of equipped play areas is vital to ensuring the maximum possible benefit to physical development, fitness and the play experience.
- 4.34. Formal play space for children should offer a network of safe places which will enable children of all abilities to expand their horizons, develop social and physical skills and gain a sense of independence. All play areas will meet the requirements of the Disability Discrimination Act, will be fully accessible to children and carers with a disability and will provide opportunities for inclusive play. Some areas will also need to be more physically challenging. For larger equipped play areas, car parking should be provided to allow easy access by disabled carers and children.
- 4.35. Play areas should be carefully sited, well designed and built to withstand intensity of use. They should be integrated into the overall design and layout of the development and be evenly distributed throughout housing and public areas. It should be integrated with but additional to any incidental amenity space or informal public open space. They should be sited in open, welcoming locations and where possible and appropriate overlooked by family homes to provide informal surveillance. It is noted however that NEAPs can create greater noise levels and disturbance to residential property therefore the requirement for NEAPs is that they should either be overlooked by family homes or located in “busy” areas where there is considerable natural surveillance and footfall.
- 4.36. A summary of the accessibility and quality standards for children’s play space (formal) is given in the following table:

Criteria	Local Area for Play (LAP)	Local Equipped Area for Play (LEAP)	Neighbourhood Equipped Area for Play (NEAP)
<b>Target Age Group</b>	2 – 6	2 – 8	8 – 14
<b>Actual Walking Distance</b>	100 metres  (1 minute walk)	450 metres (maximum of 270m straight-line distance)  (6 minute walk)	1000 metres  (15 minute walk)
<b>Minimum Activity Zone</b>	100m <sup>2</sup>	500m <sup>2</sup>	1200m <sup>2</sup>
<b>Minimum Buffer Zone</b>	5m	20m	30m for equipped play areas  80m - 100m for skate parks and informal MUGAs (for rural areas)
<b>Play Equipment</b>	Not formally equipped but will provide soft and hard landscaping with features and design to help stimulate imaginative play.	9 pieces of play equipment (which will comprise at least 6 pieces of play equipment for 4-8 year olds and at least 3 pieces of equipment for toddlers).	May comprise informal ball courts, wheeled sport facilities and / or more traditional equipped areas with a minimum of 8 pieces of play equipment appropriate to the age group.

The **Distance** is the actual walking distance to the play area. For LEAPs this has been increased from the NPFA distance and also includes a maximum straight-line distance. No home should be located more than this distance from the particular type of play area. Please note that walking routes (whether straight line or actual) must not cross busy roads or junctions. The only exception to this may be for NEAPs, where defined safe crossing points are provided at the same time.

The **Buffer Zone** is the space between the facility and the nearest residential property, which is required to minimise disturbance.

The **Activity Zone** is the area that has been provided specifically for children's play and should therefore be suitable for that purpose. It does not include boundary land spacing and planting but does include the main equipped area and will have a clear boundary feature or fence.

- 4.37. These standards for SCDC show some adjustment from the NPFA recommendation to ensure the delivery of slightly fewer, but larger and better equipped LEAPs which cater better for toddlers up to 8 year olds (two age groups) and where possible with a grass kick about area adjacent. These changes have been introduced to reflect local circumstances, to help meet the higher level of expectation from children and parents / carers, will increase physical activity levels and will also help reduce maintenance costs and improve ease of maintenance.
- 4.38. It is vital that new developments provide new formal play space, to ensure the needs of the new development are met in full. Due to the need to achieve good accessibility, it is likely that spaces will be needed on-site. Where a development takes place near to an existing facility, developments must complement existing provision, in terms of target age range and facilities.
- 4.39. Developments of ten dwellings or more are required to provide children's play space on site. While it is important to provide spaces on-site wherever possible, in order to maximise accessibility to facilities for new residents, there may be cases where it is better to provide spaces off-site, or provide funds to improve local facilities, to met the needs of new residents.

#### **CONSULTATION**

- 4.40. The types of children's play space required will be determined in consultation with the Parish Council, the District Council and, if different, the body that will become responsible for managing the site after construction. Types and location of spaces are an important aspect of the design of a development, and should be considered at an early stage. They should also be integrated with landscaping schemes for a development.
- 4.41. Where developments have more than one play space, they should be designed to aid legibility within the overall development design. Children's play areas will vary in terms of their shape, style and range of facilities to meet the needs of different age groups and interests. One of the key factors is walking distance, with younger children needing easy and safe access to play space close to their homes with facilities for older children less frequent and further away. In particular there should be safe walking and cycle routes between school, play facilities and the main housing areas.
- 4.42. On-site provision of all equipped play areas will require consultation with local children and young people. It is the developer's responsibility to undertake inclusive consultation that helps inform and shape the design and layout of all LEAPs, NEAPs and SIPs. The Council and Parish Councils will be available to offer advice on how this might best be achieved for example through working with schools and youth groups, however, the responsibility lies with the developer to prove that this consultation has involved an inclusive and community engagement process.

## DESIGN

- 4.43. The LPA will encourage the provision of innovative approaches to play facilities that meet the current needs of children and young people, respond positively to encouraging greater activity levels and the reduction of childhood obesity.
- Computerised play facilities, particularly those that encourage movement
  - Outdoor “gym” facilities
- 4.44. The Council will normally expect the developer to be responsible for the design, specification, construction and safety certification of play areas as part of the overall development of the site for housing.
- 4.45. All play areas will be expected to provide each of the following unless clear evidence is produced to demonstrate why any particular facility or item should be omitted:
- Robust and low maintenance benches with arm and back rests to aid older or less mobile carers;
  - Metal rubbish bins with lid/partial cover to reduce wasp hazards in the summer months;
  - “No dog” and age appropriate signage;
  - Safe points of entry/exit (gated where appropriate);
  - Appropriate landscaping (a landscaping scheme may be required to be submitted);
  - Footpath access;
  - Cycle path access where possible and cycle parking;
  - Area of shade
  - Where fencing is provided around play areas, it will normally be hooped or bow-topped steel fencing with silently operating gates.
- 4.46. All play equipment must meet the most recent and relevant BS and EN standards including BS EN 1176 for playground and equipment design and installation and BS EN 1177 for impact attenuating surface testing and performance plus any further BS EN amendments and subsequent standards.
- 4.47. Detailed design / specifications and maintenance and management plans must be submitted to the District Council for all formal play areas, for approval before work

can commence. All play facilities will be constructed by companies approved by the Association of Play Industries (API) and will meet ROSPA or equivalent safety standards.

#### **LOCAL AREAS FOR PLAY (LAPs)**

- 4.48. LAPs will be integrated and central to housing areas, where people are moving around and will not merely be provided on corners and small areas of land left over after planning. In particular LAPs must be clearly visible, appear welcoming and central to the development and be overlooked by family homes.
- 4.49. LAPs will not be formally equipped but will provide soft and hard landscaping with features and design to help stimulate imaginative play. LAPs will have no formal or moving equipment and no requirement for safety surfacing. Rather they will use landscaping, planting and natural features and will offer a variety of paved and grass surfaces and tactile features. Features may include playground style markings to help encourage movement and low-key games. Boundary features will include hedging and natural features as well as fencing where adjacent to road or hazards. LAPs will provide a natural meeting place and play space for children and adults. Fencing or walls will not be provided that encourage "rebound" ball games by older children as this may create a nuisance to those living nearby. Developments of 10 dwellings or more must as a minimum provide a LAP. On larger developments, Developers will be responsible for providing a range of LAPs across the whole development that offer variety and help stimulate imaginative play. On large developments, Design Codes can provide the framework for a coordinated approach to the design and delivery of LAPs.

#### **LOCAL EQUIPPED AREAS OF PLAY (LEAPs)**

- 4.50. LEAPs will have as minimum a total of 9 pieces of play equipment, which will comprise at least 6 pieces of play equipment for 4-8 year olds and at least 3 pieces of equipment for toddlers. The area for toddlers should be separated in some way from the rest of the facility. The minimum activity zone is 500m<sup>2</sup> to include in addition to this space requirement a small games / kick about area adjacent to the main equipped play area. Due to the poor land drainage and heavy clay soil, the design of LEAPs should have little or no grass within the main equipped activity areas as this significantly reduces usability in the winter months and also leads to mud contamination of the safety surface.
- 4.51. A themed approach to design is strongly encouraged and the creative use of contours and colours is desirable. Design involving open space between play equipment types is also desirable as it encourages higher levels of activity and therefore healthier children. A design option often preferred by children involves open space in the centre of the activity area and equipment located at the edges and corners. Fencing will allow for access by grass cutting equipment if appropriate. Wetpour safety surfacing will normally be required in and around the equipment.

4.52. Play equipment should offer a full range of movement including all of the following:

- Balancing;
- Climbing;
- Swinging;
- Rocking;
- Sliding;
- Jumping.

Combination equipment is encouraged and no more than one “springer“ will be provided within any play area. Toddler’s equipment will normally include “cradle” swings. Each LEAP should offer the opportunity for social play as well as individual play.

4.53. Swings should be “anti wrap” and located carefully and away from busy entrances.

4.54. Metal slides should not face south as they can become very hot in summer.

4.55. See-saws should be “non bump” as this protects both user and the safety surface below.

#### **NEIGHBOURHOOD EQUIPPED AREAS OF PLAY (NEAPs)**

4.56. These areas will generally be used by unaccompanied 8 + year olds and also supervised younger children. They should have a minimum activity zone of 1,200m<sup>2</sup>, will be freely accessible to all and provide cycle parking. They may also require car parking, where approved by the LPA.

4.57. NEAPs will comprise of one or two of the following elements as identified through local consultation:

- Traditional fixed equipment with safety surfacing aimed at the older age group such as aerial run ways and more challenging and adventurous equipment
- Ball Court or “informal” MUGA
- Wheeled sport facility or skate park

4.58. It is also expected that each NEAP will include a youth shelter.

- 4.59. Ball courts will comprise approximately 700m<sup>2</sup> (35m x 20m) on a macadam base with appropriate foundations. They will typically offer a mainly enclosed area (with a number of exit routes) with galvanised steel uprights for rebound and football goals and basketball posts at either end. The facility will be robust and vandal proof and will meet BS EN 15312:2007.
- 4.60. Depending on the circumstances, ball courts may include floodlights lights, which are likely to require an evening curfew. This can provide young people with a “place to go” after school and during the winter months.
- 4.61. Wheeled sports facilities will also offer an area of at least 700m<sup>2</sup> on a macadam base with a minimum of 8 pieces of robust and vandal proof equipment (e.g. skate board ramps, BMX ramps) as selected by local teenagers and will have steel fencing with a number of exit routes around the perimeter. Wheeled sport facilities will meet the recommendations of BS EN 14974:2006 and any subsequent EN quality standards as they are developed.
- 4.62. Wheeled sport facilities will be carefully located and designed so that kick about areas are not adjacent, thus reducing the risk of stray footballs entering the area.
- 4.63. Ball courts and wheeled sport facilities can create a noise nuisance if located too close to housing, hence the greater buffer zone identified at page 20. It is important however not to tuck these facilities away out of sight as this can lead to increased health and safety risks to young people. Some informal surveillance from family homes, community facilities, passing pedestrians and traffic will be required.

#### **SPACES FOR IMAGINATIVE PLAY (SIPs)**

- 4.64. SIPs will complement the more formal LEAPs and will be designed specifically for imaginative play without the use of conventional moving equipment, thus widening the range of play opportunities for children. Being more informal in their design, with a focus on sustainability, it is anticipated that these areas will be more popular with children who are exploring their first taste of independence and without the supervision of adults. It is important to recognise that this occurs with or without such spaces but by not providing for it, children will select less suitable areas, causing nuisance to neighbours, taking over toddler play areas or damaging important ecological sites.
- 4.65. The LPA will only consider the provision of SIPs as part of the LEAP provision in the very large developments of 1,000 plus homes.
- 4.66. Being less formal in their design, features may include paving, ditches, embankments, hollows, fallen trees, large rocks and log features plus seating of an appropriate character. These facilities will not require fencing. The LPA has no fixed standards for provision of SIPs but suggests that developers look for appropriate sites where natural features might be most effectively utilised for

children's play. The LPA may approve "loose" safety surfacing such as wood chip for these more rustic facilities, where appropriate.

### **CHILDREN'S PLAY SPACE (INFORMAL)**

- 4.67. Normally within housing areas, these spaces must be of an appropriate size and shape, in order to be suitable for informal play. The minimum size of a space for this purpose is 100m<sup>2</sup>. No single dimension should be less than 10 metres. Smaller spaces may be considered as amenity areas or landscaping (or those required by the highways authority e.g. for visibility splays), and will not be considered as contributing towards this source.
- 4.68. A series of small, isolated spaces may be difficult to use or maintain, therefore they should often be located with other types of open space, especially formal children's play areas such as LEAPs. They may make up part of the "buffer zone" for a LEAP where they are considered fit for purpose as children's play space
- 4.69. While location of such spaces may be more flexible than for formal equipped play areas, consideration must be taken of the amenity the space offers, the safety of users, and the impact on neighbouring uses. We would expect such spaces to be used by young people as "kick about" areas and space for ad hoc small group activity.
- 4.70. Informal play spaces must not simply be those areas of a site that are difficult to develop, but must be integrated into the design for the amenity of the residents.
- 4.71. Informal play spaces must be:
- Accessible by foot without having to cross busy roads and within a recommended walking distance from home;
  - Accessible by footpaths with a firm surface;
  - Located in such a way as to minimise potential for nuisance to neighbours;
  - Overlooked from family dwellings or pedestrian routes that are well used.
- 4.72. While informal play spaces are largely unequipped, there may be occasions where some equipment is required (seating, litter bins etc.). Landscaping can contribute to the amenity gained from these open spaces, and where necessary act as a buffer to adjoining uses. An appropriate landscaping scheme will be required to be submitted.

## **C. INFORMAL OPEN SPACE**

- 4.73. Informal open spaces (as opposed to Informal Play Space) are used by people of all ages for informal unstructured recreation such as walking, relaxing, or a focal point, ranging from formal planted areas and meeting places to wilder, more natural spaces, including some green linkages.
- 4.74. Such spaces should be provided within or adjoining new housing development including housing specifically built for the elderly, in addition to the play space requirement. Spaces should ideally be created around existing landscape features on the site and allow for additional landscaping as appropriate. Please see Appendix 4 for information on areas which are not included as Informal Open Space.
- 4.75. A well-designed scheme could incorporate areas of open space, existing landscape features such as mature trees, wildflower meadows and hedgerows, appropriate new planting, and a mechanism for long-term management of the developing landscape.
- 4.76. In larger developments, structural landscaping should be designed so that it is capable for use for informal recreation e.g. dog walking.

### **GREEN CORRIDORS**

- 4.77. The landscape strategy being developed for Northstowe and the urban extensions suggests a series of green corridors connecting the surrounding countryside with the town and penetrating into and through the urban fabric. These green corridors will offer landscape and biodiversity value as well as recreational use. They will help support the vision of the Cambridgeshire Green Infrastructure Strategy to create a comprehensive and sustainable network of green corridors.
- 4.78. Of course most developments are not on this scale, but even so some smaller developments could support the creation of green corridors, which use open space to bring the countryside into a village. They could also provide links between village facilities, including between home and school, with footpaths and cycleways.

### **LANDSCAPING AND DESIGN**

- 4.79. Open space requirements need not be a limitation on development of a site, but instead can be used to create an attractive, prosperous and safe environment for the benefit of future users and the surrounding area integrating as far as possible with the local landscape or proposed design character. The South Cambridgeshire Design Guide, and the Landscape Supplementary Planning Document, which provides further guidance on this issue.
- 4.80. Design of open spaces should take on board guidance including Safer Places (ODPM 2004).

- 4.81. It is vital that open space provision, as part of the landscape scheme, maximises the biodiversity of the site by the inclusion of native species and the creation and retention of a variety of habitats. An interaction with wildlife can greatly enhance people's enjoyment of open spaces even if the piece of land is relatively small. Colourful flowers and songbirds would be an obvious target to enrich an area. Further guidance can be found in the Biodiversity checklist / Action Plan produced by the Cambridgeshire & Peterborough Biodiversity Partnership. The District Council's Design Guide and Biodiversity Strategy should also be used as points of reference.
- 4.82. To prevent long-term problems from arising, planting must be considered as part of the overall design of the play space and not viewed as an embellishment to be added later. In most cases planting can make a positive contribution to the character and enjoyment of outdoor play areas as well as providing shade. It can also be used to subtly divert more robust activity away from residential property and reduce potential nuisance from walls being used for rebound purposes as part of football games. There may of course be situations where soft landscaping is not appropriate and could cause damage to expensive equipment and safety surfacing.
- 4.83. Likewise children's play areas should not be surrounded by high hedges or trees that make them too secluded and therefore unsafe.
- 4.84. Parish Councils will only adopt public open spaces if they are constructed and planted to the required standard. Otherwise, the liability to maintain the facility will remain with the developer or property owners.



## APPENDIX 3

### DEFINITIONS

**Outdoor Play Space** - includes outdoor sport and children's play space.

- a. Outdoor Sport – Facilities such as grass pitches for a range of sports, bowling greens, tennis courts, athletics tracks and multi-use games areas plus ancillary facilities such as car park, changing and storage. Water can only be included if it is in the form of a formal water sports lake with associated ancillary facilities and car park.
- b. Children's Play Space – Designated areas for outdoor play for children and young people. This will contain a range of facilities and an environment that has been designed to provide focused opportunities for outdoor play. This includes formal equipped play areas and provision for teenagers including wheeled sports parks and macadam kick-about areas. It also includes areas for informal play, including grass kick-about areas within housing developments.

**Informal Open Space** – Used by people of all ages for informal unstructured recreation such as walking, relaxing, or a focal point, ranging from formal planted areas and meeting places to wilder, more natural spaces, including green linkages.

Other informal open space within and around the site will be considered as additional to this minimum requirement.

**On-site Provision:** constructed within the boundary of the new housing development area. It is assumed that the developer will directly provide the appropriate level of facilities, which meet the required quality outlined later in this document.

**Off-Site Provision:** constructed outside of the boundary of the new housing development area. It is assumed that the Parish Council (where it exists) will accept the off site capital contribution and directly provide the appropriate level of facilities to meet the required quality outlined later in this document.



## APPENDIX 4

### DEFINITIONS: AREAS AND FACILITIES THAT DO NOT CONTRIBUTE TOWARDS OPEN SPACE STANDARDS

The following are areas that will not be considered as contributing to the open space quantitative standard:

- Outdoor sports, recreational and / or play facilities that are not as a matter of policy and practice available for public use on a regular and frequent basis.
- Educational establishments without a guaranteed level of public access and use for the foreseeable future. Facilities in educational ownership where community use is secured through written agreement can be included.
- Facilities within the grounds of Her Majesty's Services (unless made available by written agreement).
- Professional sports stadia, private members clubs operating a minimum standard of entry.
- Land used for road side verges and other small or narrow incidental areas of land.
- Land used for Greenways, (off highway landscaped paths), since their principal purpose is that of a movement corridor. This is distinct from a Green Corridor, which comprises open land, which penetrates into an urban area for amenity and recreation. The only exception to this is that part of a Greenway that passes through an area that is designated in its own right as informal open space.
- Private garden space, including the communal grounds of flats, specialist housing for the elderly and institutional accommodation.
- Indoor sports halls, leisure centres or health & fitness clubs.
- Commercial entertainment complexes.
- Car parking areas that are not wholly and solely ancillary to an Open Space use.
- Village Hall / community centres where the pavilion use is purely ancillary.
- Golf facilities.
- Allotments (will be sought additionally as a community facility where needed)
- Water bodies and water based activities, except where they form an interactive feature of a formal sports facility with associated ancillary facilities, changing and car parking for water sports.

- Nature reserves or areas of land created and / or managed specifically as part of an approved mitigation and/or compensation scheme in order to secure a planning consent.
- Land which by virtue of its location, accessibility, size, density of vegetation, topography, long term condition, sub-standard safety or for any other reason, is not, and cannot be reasonably made, suitable for sport, recreation or play by the public.
- Ecology areas where public access is undesirable and discouraged.

## APPENDIX 5

### FURTHER INFORMATION

#### LOCAL INFORMATION

- South Cambridgeshire Development Control Policies Development Plan Document (2007)
- The Development of a Recreation Policy for South Cambridgeshire District Council - Leisure and the Environment (2005)
- Audit and Assessment of Need for Outdoor Play Space and Informal Open Space in South Cambridgeshire (2005)
- Strategic Sports Facility Strategy for the Cambridge Sub-Region - Cambridgeshire Horizons (2006)
- Green Infrastructure Strategy - Cambridgeshire Horizons (2006)
- South Cambridgeshire Biodiversity Strategy (2006)
- Cambridgeshire Biodiversity Checklist - Cambridgeshire Biodiversity Partnership (2001)

#### NATIONAL INFORMATION

- Planning Policy Statement 12: Development Plans ODPM (2004)
- Planning Policy Guidance note 17: Sport, Open Space and Recreation ODPM (2002)
- Circular 05/05: Planning Obligations ODPM (2005)
- NPFA Six Acre Standard (2001)
- The Design and Maintenance of Outdoor Sports Facilities (NPFA 2004)
- Safer Places (ODPM 2004)

#### USEFUL WEBSITES

- South Cambridgeshire District Council – [www.scambs.gov.uk](http://www.scambs.gov.uk)
- Communities and Local Government - [www.communities.gov.uk](http://www.communities.gov.uk)
- National Playing Fields Association (renamed 'Fields in Trust' in 2007) – [www.NPFA.co.uk](http://www.NPFA.co.uk)

- Sport England - [www.sportengland.org](http://www.sportengland.org)
- Cambridgeshire Horizons - [www.cambridgeshirehorizons.co.uk](http://www.cambridgeshirehorizons.co.uk)

## APPENDIX 6

### ABBREVIATIONS

SCDC	South Cambridgeshire District Council
LDF	Local Development Framework
LPA	Local Planning Authority
SPD	Supplementary Planning Document
NPFA	National Playing Fields Association
DCP	Development Control Policies
FA	Football Association
DCO	Development Control Officer (Deals with planning applications)
ROSPA	Royal Society for the Prevention of Accidents
SAPCA	Sport and Play Construction Association
IOG	Institute of Groundsmanship
MUGA	Multi Use Games Area – generally floodlit
ATP	Artificial Turf Pitch, floodlit
LAP	Local Areas for Play
LEAP	Local Equipped Areas for Play
NEAP	Neighbourhood Equipped Area for Play
SIP	Space for Imaginative Play
EN/ BS EN	European/British Standards
PAS	Publicly Available Specification
ODPM	Office of the Deputy Prime Minister (now CLG)
CLG	Department of Communities and Local Government
API	Association of Play Industries



## APPENDIX 7

### SECTION 106 TEMPLATE



**Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**  
relating to [the development of .....  
on/at.....]

Dated: 200...

[Local Planning Authority] (1)  
[Freeholder] (2)  
[Other Interested Person] (3)  
[Other Interested Person] (4)

2

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<sup>2</sup> **GENERAL GUIDANCE NOTE**

*The objective is to provide a document which is concise, clear and comprehensive. Modern legal drafting no longer employs archaic legal terminology. Instead, it should be drafted so as to be readily understood by all interested parties.*

*The solicitors responsible for drafting the document need to receive clear and unambiguous instructions from their clients.*

*A Section 106 Planning Agreement is a legal document. It creates legal commitments which bind the original parties and their successors, and the land, and these commitments may continue for many years. It is important to remember that a Section 106 Planning Agreement will usually be negotiated in conjunction with the planning permission, which also normally runs with the land.*

*The document should follow a logical sequence, starting with the parties followed by an Introduction which explains the objective of the Planning Agreement, then the legal provisions that enable the local planning authority and any other public authority to enter into the planning obligations, and the operative provisions containing the obligations of the landowner and, if appropriate, the local authorities.*

*A Unilateral Obligation may be employed where the obligations are made by the Owner and/or the Developer without any reciprocal commitments by the local planning authority, provided that the local planning authority by whom the Planning Obligation is enforceable is identified within the Deed.*

*The parties negotiating the Agreement are encouraged to follow the broad format of this agreement. Where necessary, however, they may substitute the provisions (especially those in square brackets) in this standard agreement for wording specific to the development and authority. Authorities should make standard materials available to applicant.*

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DATE 200.....

**PARTIES<sup>3</sup>**

- (1) [LOCAL PLANNING AUTHORITY] of [..... *insert address* .....] (“Council”)
- (2) [FREEHOLDER] of [..... *insert address* .....] (“Owner”)
- (3) [OTHER INTERESTED PERSON] of [..... *insert address* .....] (“Developer”)
- (4) [OTHER INTERESTED PERSON] of [..... *insert address* .....] (“Mortgagee”)

**INTRODUCTION<sup>4</sup>**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- 2 The Owner is the freeholder owner of the Site<sup>5</sup>
- 3 The Developer is<sup>6</sup>
- 4 The Mortgagee is<sup>7</sup>
- 5 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed to secure the planning obligations contained in this Deed
- 6 The Council resolved on [..... *insert date* .....] to grant the Planning Permission subject to the prior completion of this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART<sup>8</sup>**

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<sup>3</sup> *These are the parties who should sign the document as being interested in the land, where, “interested” has a legal meaning. The parties usually include the freeholder, any lessee(s), and the purchaser of the development site with a contract conditional upon obtaining planning permission or an option for a period of time within which the developer may obtain planning permission and then decide whether or not to purchase the land.*

**Local Planning Authority** – *the local authority for the area where the land is situated; this may be the District Council Unitary authority, London Borough, National Park Authority or Urban Regeneration Agency.*

**Mortgagee** – *In an event of a default by the mortgagor, the mortgagee may take possession of the land, and therefore be liable for the commitments in the planning obligation.*

<sup>4</sup> *This section is also known as “Recitals”, sets the scene for the obligations which appear later in the Agreement.*

<sup>5</sup> *Recital of ownership – see s.106(9)(b) and (c) for what must be stated.*

<sup>6</sup> *Recital of ownership – see s.106(9)(b) and (c) for what must be stated.*

<sup>7</sup> *Recital of ownership – see s.106(9)(b) and (c) for what must be stated.*

<sup>8</sup> *These are the provisions that follow the recitals and which set out:*

- (a) *the method and means of performance of the obligations,*
- (b) *the content of the obligations.*

## 1 DEFINITIONS<sup>9</sup>

For the purposes of this Deed the following expressions shall have the following meanings:

“Act”	the Town and Country Planning Act 1990
“Application”	the application for outline [full] planning permission dated [.....] submitted to the Council for the Development and allocated reference number [S/.....]
“Agreement”	an agreement with a transfer annexed in the form set out and completed in accordance with the Fifth Schedule
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly.
“Development”	the Development of the Site with [..... <i>insert description of the development</i> .....] as set out in the Application
“Dwelling”	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
“Index” <sup>10</sup>	All Items Index of Retail Prices issued by the Office for National Statistics [All In Tender Price Index published by the Building Cost

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<sup>9</sup> *Modern draftsmen include their definitions at the beginning of the operative part of the Deed, unless the document is short. A defined term should be given a capital letter wherever it subsequently appears in the document. The purpose of definitions is to remove ambiguity, and to avoid unnecessary repetition. Other definitions can be added, depending upon the terms of the obligations.*

<sup>10</sup> *The choice of index will depend on what is being indexed. More than one index may need to be specified.*

Information Service of the Royal Institution of Chartered Surveyors or any successor organisation]

“Interest”	interest at [.....] per cent above the base lending rate of the [.....] Bank Plc from time to time
“Occupation” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
“Plan”	the plan attached to this Deed
“Planning Permission”	the outline [full] planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule
“Property Transfer Trigger”	the restriction on occupation of more than [..... <i>specify no. of dwellings/square metres as applicable</i> .....] set out in paragraph [1] of the Third Schedule <sup>11</sup>
“Site” <sup>12</sup>	the land against which this Deed may be enforced as shown edged red on the Plan

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced

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<sup>11</sup> *Needed if property to be transferred.*

<sup>12</sup> *This will usually be the same as the Application site. It should be the land against which the obligations are to be enforced.*

against all of them jointly and against each individually unless there is an express provision otherwise

- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions

### **3 LEGAL BASIS<sup>13</sup>**

- 3.1 This Deed is made pursuant to Section 106 of the Act [Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000]
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner<sup>14</sup>

### **4 CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of [Clauses 8.1, 15 and 16 legal costs clause jurisdiction and delivery clauses and any other relevant provisions] which shall come into effect immediately upon completion of this Deed

### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Fourth Schedule.

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<sup>13</sup> *The operative provisions should follow a logical sequence, commencing with a statement of the legal powers which are relied upon by the local planning authority when entering into this agreement. Obviously, the primary authority is Section 106 of the Town and Country Planning Act 1990, but the local planning authority may also wish to include Section 111 of the Local Government Act 1972, and Section 2 of the Local Government Act 2000. Sections 111 and 2 should be mentioned where the local planning authority is also committing to carrying out certain actions. These sections enable the local authority to deal with obligations required from the landowner, that are not within the powers of Section 106. However, unlike s.106, obligations under section 111 and 2 do not run with the land.*

<sup>14</sup> *Standard Terms*  
*Formal requirement*  
*It is necessary to state formally that the document is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990*

## **6 THE COUNCIL'S COVENANTS**

6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

## **7 MISCELLANEOUS**

7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.3 This Deed shall be registrable as a local land charge by the Council

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest

- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them<sup>15</sup>
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

## **8 MORTGAGEE'S CONSENT**

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

## **9 WAIVER**

- 9.1 No waiver (whether expressed or implied) by the Council [(or Owner)] of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council [(or Owner)] from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

## **10 CHANGE IN OWNERSHIP**

- 10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan<sup>16</sup>

## **11 INDEXATION**

- 11.1 Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the [date hereof]<sup>17</sup> until the date on which such sum is payable

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<sup>15</sup> *Some parts of a planning agreement will need to be enforceable against owner occupiers or tenants, eg some affordable housing provisions. Consider whether this common exclusion is suitable for all parts of the agreement*

<sup>16</sup> *Consider whether sales to owner occupier and business tenancies are to be notified. The purpose of this clause is to assist the LPA in practical monitoring. Consider also including a clause on service of notices.*

<sup>17</sup> *Insert appropriate date*

**12 INTEREST**

12.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment

**13 VAT**

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable<sup>18</sup>

**14 JURISDICTION**

14.1 This Deed is governed by and interpreted in accordance with the law of England and Wales

**15 DELIVERY**

15.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

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<sup>18</sup>

*Parties should take advice on the applicability of VAT and consequences of failure to collect if payable.*

FIRST SCHEDULE<sup>19</sup>  
**[Details of the Owner's Title, and description of the Site]**

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<sup>19</sup>

*Description of the title and the land to be bound by the Agreement. This is usually a description of the development site which is the subject of the application for planning permission.*

SECOND SCHEDULE<sup>20</sup>  
**[Form of notice of planning permission]**

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<sup>20</sup>

*Form of notice of planning permission. Whilst the notice of planning permission will only be issued upon the completion and exchange of the signed Section 106 Planning Obligation, good practice is to annex a draft to the document so that all terms and conditions are known.*

THIRD SCHEDULE  
[The Owner's Covenants with the Council]

**Transfer of property/open space/play areas/public squares/amenity space<sup>21</sup>**

**Definitions (to be included in Clause 1):**

“Outdoor Play Space”	means the land shown for identification purposes coloured [ ] on the Plan
“Outdoor Play Space Works”	works to be carried out under paragraph [ ] to the Third Schedule in accordance with the Outdoor Play Space Works Specification
“Outdoor Play Space Works Specification”	a specification for the carrying out of Outdoor Play Space Works and the maintenance specification to be agreed in writing between the Owner/Developer and the Council prior to Commencement of the Development
“Outdoor Play Space Contribution”	means the sum of £..... towards the provision and/or improvement of open space facilities payable in accordance with paragraph 1 of the Third Schedule

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21

***Transfer of property***

*It is often necessary to provide for the transfer of property as a precondition of the grant of planning permission. For example, there may be play areas to be created in a residential development which the Council requires, or a community centre or public open space. Affordable housing usually also requires land to be transferred to a Registered Social Landlord. Section 106 does not expressly contemplate the transfer of land. Accordingly, either there must be a contract for the sale of land, which can be incorporated in the same document but made under other powers, or a restriction on the use or development of land must be imposed until the land has been transferred. In that case, the Owner will often wish to establish the terms for the transfer and have a commitment from the Council to acquire the land at the appropriate time, so as not to be prevented from continuing with the development should the Council fail to complete the transfer. Those provisions will constitute a contract for the sale of land and must therefore comply with s.2 of the Law of Property (Miscellaneous Provisions) Act 1989. The example clauses also address the situation where the transferee has yet to be identified.*

*LPAs may wish to secure areas of land to be retained for public use as amenity areas through a planning agreement. This model agreement cannot address drafting for all of them. They include:*

- *an area of Outdoor Play Space to be dedicated for public use can be specified without identification of its exact location on the Site, but with a mechanism for its later determination*
- *a specified area of the Development Site may be identified within the overall site and dedicated for public use with or without a financial contribution towards its subsequent maintenance*
- *a specified area of the Development Site may be identified laid out as open space to a defined specification and dedicated for public use*
- *a financial contribution may be payable to the local planning authority for provision of off-site outdoor play space, or improvement and maintenance of existing open space within a defined proximity to the Development Site, and with a positive obligation by the local planning authority to use the monies within a specified period of time, otherwise such monies or the balance of such monies should be returned to the Developer.*

*In all cases care should be taken to ensure the obligations will run with the land.*

“Off-Site Capital Payment” means the sum of £..... to be paid in lieu of provision not being made on-site in accordance with paragraph 1 of the Third Schedule

**A Where property to be transferred to Council**

1 No more than [..... specify no. of dwellings/square metres as applicable....] within the Development shall be Occupied unless the Owner shall have transferred to the Council the Outdoor Play Space Land on the terms set out in the Seventh Schedule<sup>22</sup> and paid the Outdoor Play Space Contribution to the Council

2 Prior to the transfer referred to in paragraph 1 the Owner shall carry out the Outdoor Play Space Works to the satisfaction of the Council<sup>23</sup>

**B Alternative approach where property is to be transferred to the Council**

1 The Owner and the Council hereby agree as follows:

1.1 The Owner shall sell and the Council shall buy the Outdoor Play Space Land on the terms set out in the Seventh Schedule<sup>24</sup>

1.2 Completion of the transfer of the Outdoor Play Space Land referred to in paragraph 1.1 above shall take place on or before Occupation of [..... specify no. of dwellings/square metres as applicable.....] within the Development

**C Where the transferee of land has not been identified; this is often the case for example where the land is for a nature reserve or affordable housing**

1 No more than [..... specify no. of dwellings/square metres as applicable.....] within the Development shall be occupied unless prior thereto the Owner shall (by signing and sending the Agreement to the Transferee) offer to sell to the Transferee the Outdoor Play Space Land which offer may be accepted by the Transferee signing and returning the Agreement to the Owner within [..... specify appropriate period.....] from the date of the offer in respect of which time shall be of the essence<sup>25</sup>

**D Where an off-site capital payment is to be made in lieu of an on-site provision**

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<sup>22</sup> The Fifth Schedule should set out the conveyancing terms of the sale, title, price which (will usually be a nominal amount), any provisions needed for decontamination and environmental liability, any commuted sum to be paid to the Council and the terms of the transfer. It must comply with s.2 Law of Property (Miscellaneous Provisions) Act 1989. Under this approach the restriction in this paragraph is within section 106(2) with a contract for the purchase of land which can be protected by registration at the Land Registry. This contract in the Seventh Schedule should be made under s.2 Local Government Act 2000 and s.111 Local Government Act 1972.

<sup>23</sup> If B or C is adopted, similar wording for Outdoor Play Space Works and Outdoor Play Space Contribution may be included.

<sup>24</sup> Again, the Seventh Schedule should set out the terms and the transfer. Under this approach, an estate contract is created by paragraph 1 which can be protected by registration at the Land Registry. This approach is not within the powers of section 106 and should be made under s.2 Local Government Act 2000 and s.111 Local Government Act 1972.

<sup>25</sup> Under this approach, a restriction within s.106(2) is created. The Seventh Schedule will set out the contract and transfer.

The Owner covenants to pay the off-site capital payment to the Council within [...*specify no. of days*....] of the commencement of the development but it shall also be subject to adjustment in accordance with movements in the Royal Institution of Chartered Surveyors Building Cost Information All-In Tender Index from the date of this Agreement until the date on which it is actually made

FOURTH SCHEDULE  
[Council's Covenants]

**Corresponding covenant by Council where land transferred**

- 1 The Council agrees to execute the transfer of the property on or before the Property Transfer Trigger on the terms set out in the Fifth Schedule failing which the restriction set out in paragraph 1 of the Third Schedule shall cease to have effect

**Repayment of contributions**

- 2 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
3. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within [five] years of the date of receipt by the Council of such payment together with interest at the [..... *insert name of bank* .....] base rate from time to time for the period from the date of payment to the date of refund
- 4 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed

**Outdoor Play Space Land<sup>26</sup>**

- 5 The Council [the Transferee] shall neither use nor permit to be used the Outdoor Play Space Land other than as amenity areas for the use of the public without the prior written consent of the Owner

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<sup>26</sup>

*These restrictive covenants may be moved to the Seventh Schedule (Contract and Land Transfer)*

FIFTH SCHEDULE  
**[Contract and Land Transfer]**

(Execution of s.106 agreement)

The COMMON SEAL of [LPA]            )  
was affixed in the                        )  
presence of:-                                )

Authorised Signatory

EXECUTED AS A DEED by                )  
[..... insert name of Owner .....]    )  
in the presence of:-                        )

Director

Director/Secretary

*[... add Developer, mortgagee and any other parties as appropriate...]*



Planning Services  
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