

# DUNSFOLD PARISH COUNCIL

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Unit 3, The Orchard  
Chiddingfold Road  
Dunsfold  
GU8 4PB

10th August 2023

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## **NOTICE OF A PARISH COUNCIL MEETING**

Councillors are hereby summoned to attend the meeting of Dunsfold Parish Council to be held in the Nugent Room, Winn Hall, Dunsfold at **7.30 pm on Tuesday 15th August 2023.**

Members of the public are welcome to attend Parish Council meetings and are invited to put questions, relevant to the agenda, to the Council between 8.30 pm and 8.45 pm.

Celeste Lawrence - Clerk to the Council

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## **AGENDA**

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1. APOLOGIES FOR ABSENCE

**Recommendation: To receive apologies for absence.**

2. DECLARATIONS OF INTEREST

**Recommendation: To receive any declarations of interest from members in respect of any item to be considered at the meeting and changes to members registered interests.**

3. PARISH COUNCIL MINUTES

**Recommendation: To approve the Minutes of the Parish Council meeting held on the 11th July as a correct record of decisions taken and the Chair of the Council to sign the Minutes.**

4. REVIEW OF ACTIONS FROM THE PREVIOUS PARISH COUNCIL MEETING MINUTES

**Recommendation: To review any matters outstanding from the previous minutes and record progress.**

5. PLANNING NOTIFICATIONS

Attached to agenda.

**To receive notification of decisions made by Waverley Borough Council on recent planning applications.**

6. PLANNING APPLICATIONS

**Recommendation: To consider the applications pending.**

PRA/2023/01551 - High Loxley Farm, Dunsfold Road, Loxhill, GU8 4BW

General permitted development order 2015 schedule 2 part 3 class q - prior notification application for change of use of agricultural building to 1 dwelling (use class c3).

PRA/2023/01736 - High Loxley Farm, Dunsfold Road, Loxhill, GU8 4BW

General permitted development order 2015 schedule 2 part 6 - prior notification application for erection of an agricultural building.

WA/2023/01530 - Knightons Court, Knightons Lane, Dunsfold, GU8 4NU

Application for a deemed consent under section 37 form b (type iii) of the electricity act 1989 to removal of 3 poles (142377 142378 142379) and overhead span. Install 2 new poles and lv overhead span and install 4 new stay wires knightons court knightons lane dunsfold godalming gu8 4nu

WA/2023/01663 - Loxley Well Site - Land South of Dunsfold Road and East of High Loxley Road, Loxhill

Details of an ecology and biodiversity supporting scheme pursuant to condition 29 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022. (County matters planning application registered for county planning authority).

WA/2023/01729 - Chiddingfold Storage Depot, Chiddingfold Road, Godalming, GU8 4PB Consultation on a county matter. Please see the document "full description" v1

7. TREE WORKS ON THE COMMON

Quotes attached to the agenda.

**Recommendation: To AGREE the quote to proceed with for the tree works listed. To RESOLVE to fund this with the allocated reserves from the Commons and Trees reserve funds.**

8. KGV MANAGEMENT

Report, proposed booking terms and conditions and proposed Terms of Reference attached to the agenda.

**To CONSIDER a report from Councillors on KGV Management (below).**

- **To APPROVE a discount on the Rudgwick Junior Football invoice for the 2023/24 season of £500, in recognition of the funds spent by the club on pitch improvements, and INSTRUCT the Clerk (as Treasurer of the KGV charity) to invoice Rudgwick Junior Football accordingly.**
- **To APPROVE the booking terms and conditions and hire agreement attached for ongoing use in connection with the hire of any part of the KGV.**
- **To APPROVE and ADOPT Terms of Reference for the KGV Dunsfold Management Committee, as a committee of Dunsfold Parish Council established pursuant to Standing Order 4.d.**

9. COMMUNICATIONS POLICY

Draft attached to agenda.

**Recommendation: To ADOPT the Communications Policy attached, and NOMINATE up to three Councillors mentioned in the policy with remit for the website and social media management in conjunction with the Clerk.**

10. POST OFFICE CLOSURE

Proposed letter to be circulated.

**Recommendation: To AGREE the wording of a letter to be sent to the Post Office.**

11. DEFIBRILLATOR

**For information only: To consider the Chair's Report on the village defibrillator.**

12. NEIGHBOURHOOD PLAN MOTION 1 NIGEL WATERSON

UVE report attached to agenda.

**That this Council resolves:**

- (i) **To accept the Recommendations of UVE in their Report dated July 2023;**
- (ii) **To formally withdraw the current draft Neighbourhood Plan pending its revision and resubmission in due course, and to authorise the Chair to so inform Waverley BC;**
- (iii) **To authorise Cllrs. Waterson and Lindsay to renegotiate their fees with Nexus.**

13. SUPPORT FOR NEIGHBOURHOOD PLAN REVISION MOTION 2 NIGEL WATERSON

UVE support proposal attached to agenda.

**(i) To accept UVE's Support Proposal dated August 2023 for the Revision of the Neighbourhood Plan;**

**and (ii) to work with UVE to submit a grant application to Locality for such revision work.**

14. NEIGHBOURHOOD PLAN REVIEW PROCESS MOTION 3 CHRIS LINDESAY

Revision of NP Working Party Work Packages paper attached.

**To resolve to initiate the amendment of the Dunsfold Neighbourhood Plan by means of the appropriate process defined and confirmed by consultation with both WBC and specialist consultants appointed for this purpose.**

**Two working parties, each comprising two Councillors and a number (minimum two) Village Volunteers to address required work packages identified by WBCPPO and UVE Consultants.**

**Initial task to allocate work packages and agree coordination - to report Progress to DPC at Statutory Meetings.**

15. WAVERLEY BOROUGH COUNCIL

**To receive a report on matters from Waverley Borough Council**

16. SURREY COUNTY COUNCIL

**To receive a report on matters from Surrey County Council.**

17. RECEIPTS AND PAYMENTS

Attached to agenda.

**Recommendation: To receive accounts for payment and approve outstanding items.**

18. FUTURE AGENDAS

**Recommendation: To receive items of business for information or inclusion on a future agenda.**

19. PRESS AND PUBLIC

**Exclusion of press and public in accordance with section 100A (2) and (4) of the LGA 1972 by reason of the confidential nature of the business to be transacted.**

KGV Caretakers invoice

**This item may be held in confidential session - reason: commercial confidence.**

Certificate in Local Council Training - CiLCA

**This item may be held in confidential session - reason: staff training.**

## Planning August 2023

WA/2021/03164 - Wetwood Farm, Chiddingfold Road, Dunsfold, GU8 4PB

Demolition of existing buildings and construction of 12 dwellings with associated access parking and amenity areas (as amplified by ecological information submitted 04/01/2022 and archaeological assessment submitted 05/01/2022).

Decision: Pending

WA/2022/01395 - Ashdown, Chiddingfold Road, Dunsfold, GU8 4PB

Erection of fencing gates and piers.

Decision: Pending

WA/2022/02373 - Wetwood Farm, Chiddingfold Road, Dunsfold, GU8 4PB

Erection of 12 dwellings and associated works including vehicular access parking and carports following demolition of existing buildings and removal of hardstanding.

Decision: Pending

S52/2022/02266 - Land Centred Coordinates 500866 135914 Alfold Road, Dunsfold

Request to modify a section 52/106 legal agreement (wa/2017/1815) requires changes to the out of date mortgagee in possession clause and any associated clauses to be amended.

Decision: Pending

WA/2022/02567 - High Billingshurst Farm, High Loxley Road, Loxhill

Application under section 73 to vary condition 13 of WA/2020/1646 (restricts events to 75 per calendar year) to allow 100 events per calendar year.

Decision: Pending

WA/2022/02960 - Wrotham Hill Cottage, Wrotham Hill, Dunsfold, GU8 4PA

Certificate of lawfulness under section 191 for use of roof space of the garage building for the purposes of habitable accommodation - contrary to condition 2 of consent wa/2003/2383 - (revision of wa/2022/02476).

Decision: Appealed for non-determination.

WA/2023/00148 - 5 Binhams Meadow, Dunsfold, GU8 4LH

Erection of extensions and alterations following demolition of existing conservatory.

Decision: Granted

WA/2023/00444 – Millhanger, Chiddingfold Road, Dunsfold

Application under section 73 to vary conditions 1 & 5 of wa/2019/1474 (approved plans and requirement for approval of precommencement landscaping and tree planting scheme) new wording would require compliance with plans approved under this application and erection of a plant room with creation of an outdoor swimming pool.

Decision: Pending

WA/2023/00892 - The Little House, Knightons Lane, Dunsfold, GU8 4NU

Erection of a two storey extension.

Decision: Pending

WA/2023/00904 - Loxley Well Site - Land South of Dunsfold Road and East of High Loxley Road, Loxhill Details of a surface water drainage scheme pursuant to condition 21 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022. (County matters planning application registered for county planning authority).

Decision: Pending

WA/2023/00902 - Loxley Well Site - Land South of Dunsfold Road and East of High Loxley Road, Loxhill Details of a pre-development baseline geochemical testing report pursuant to condition 26 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022. (County matters planning application registered for county planning authority).

Decision: Pending

WA/2023/00903 - Loxley Well Site - Land South of Dunsfold Road and East of High Loxley Road, Loxhill Details of written scheme of investigation for a programme of archaeological work pursuant to condition 30 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022.(County matters planning application registered for county planning authority).

Decision: Pending

WA/2023/00927 - 38 Gratton Chase, Dunsfold, GU8 4AL

Erection of bay window and construction of two additional window openings.

Decision: Pending

WA/2023/00989 - Blacknest Farmhouse, Chiddingfold Road, Dunsfold, GU8 4PB

Erection of link extension together with alterations to existing outbuilding to provide habitable accommodation; erection of porch.

Decision: Pending

WA/2023/01033 - Land South of Dunsfold Road and East of High Loxley Road, Loxhill

Details of a transport management plan pursuant to condition 9 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022 (county matters planning application registered for county planning authority).

Decision: Pending

WA/2023/01032 - Land South of Dunsfold Road and East of High Loxley Road, Loxhill

Details of a construction environment management plan (cemp) pursuant to condition 24 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022 (county matters planning application registered for county planning authority).

Decision: Pending

WA/2023/01034 - Land South of Dunsfold Road and East of High Loxley Road, Loxhill

Details of highway and access works pursuant to condition 7 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022 (county matters planning application registered for county planning authority).

Decision: Pending

WA/2023/01020 - Land Coordinates 500925 136002 to the North of Miller Lane and Alfold Road, Dunsfold

Outline application with all matters reserved except for scale and access for the erection of 21 dwellings including 7 affordable dwellings together with allotments parking public open space footpath and associated landscape and new drainage infrastructure.

Decision: Pending

WA/2023/01093 - Land Adjacent to Elm Corner House, The Green, Dunsfold GU8 4LX

Erection of an agricultural barn; use of existing land for an existing farm and rural contracting business (use class su1(generis)).

Decision: Pending - now subject to Enforcement Notice EN/2023/04. Appeal against EN made by the applicant 7th August.

WA/2023/01478 - Wrotham Hill Cottage, Wrotham Hill, Dunsfold, GU8 4PA

Certificate of lawfulness under section 192 for the siting of a caravan ancillary to residential property.

Decision: Pending

WA/2023/01362 - Chiddingfold Surgery, 20 Griggs Meadow, Dunsfold, GU8 4ND

Application under regulation 3 for change of use from class e (commercial use) to class c3 (residential use).

Decision: Pending

WA/2023/01259 - Loxley Well Site, Land South of Dunsfold Road and East of High Loxley Road, Loxhill

Details of a noise mitigation scheme pursuant to condition 12 of appeal decision ref: app/b3600/w/21/3268579 dated 7 june 2022 (county matters planning application registered for county planning authority).

Decision: Pending

WA/2023/01258 - Loxley Well Site, Land South of Dunsfold Road and East of High Loxley Road, Loxhill  
Details of a noise monitoring plan pursuant to condition 13 of appeal decision ref: app/b3600/w/21/3268579  
dated 7 june 2022 (county matters planning application registered for county planning authority).  
Decision: Pending

WA/2023/01194 - Wrotham Hill Cottage, Wrotham Hill, Dunsfold, GU8 4PA  
Certificate of lawfulness under section 192 for siting of a caravan for use ancillary to existing dwelling.  
Decision: Certificate granted

PRA/2023/01489 - High Loxley Farm, Dunsfold Road, Loxhill, GU8 4BW  
General permitted development order 2015 schedule 2 part 6 - prior notification application for erection of an  
agricultural building.  
Decision: Prior approval not required

PRA/2023/01488 - High Loxley Farm, Dunsfold Road, Loxhill, GU8 4BW  
General permitted development order 2015 schedule 2 part 6 - prior notification application for erection of an  
agricultural building.  
Decision: Refuse not permitted development



Hascombe Woodyard  
Dunsfold Road  
Loxhill  
Godalming  
Surrey  
GU8 4BN  
Office: 01483 208626  
Mobile: 07500 040525  
Email: [info@joecourtforestry.com](mailto:info@joecourtforestry.com)

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### Estimate

**Date:** 27<sup>th</sup> March 2023

**Client:** Dunsfold Parish Council

**Location:** Dunsfold Road, Dunsfold Common

**Post Code:** GU8 4PA & GU8 4LA

**Estimated Start Date:** TBC

**Proposed Work:** Tree Safety Works

### Near Baptist Church

To remove diseased ash trees from the edge of the common near the sunken stream. All materials to be removed off site.

**Job Price: £1,800 + VAT**

### Top of Wrotham Hill

Dying horse chestnut to be removed from the edge of the common using MEWP due to insulated cable running through the crown of the tree. This may need one day lane closure for safe dismantling from the road if it can't be accessed by the MEWP from the common.

**Job Price: £1,800.00 + VAT**

**Traffic Management inc. MEWP licence: £1,352.00 + VAT**

### **THIS ESTIMATE IS VALID FOR 10 WORKING DAYS FROM DATE.**

Please note that the estimate is calculated as accurately as possibly based on the information provided by the client at the time of the site visit. Any additional work or alterations to the initial estimated work, requested after the estimate has been provided, will be charged at additional cost. Joe Court Forestry Ltd cannot be held responsible for any damage to overground or underground services and any foreign objects should be highlighted during the site visit. Failure to do so and any subsequent consequences are the client's responsibility.



Isemongers Farm, Peaslake Road, Ewhurst, Cranleigh, Surrey, GU6 7NR  
VAT Reg No: 867 1696 75

Celeste Lawrence  
Clerk to Dunsfold Parish Council  
Unit 3  
The Orchard  
Chiddingfold Road  
Godalming  
Surrey  
dunsfoldparishclerk@btconnect.com

Estimate for proposed work schedule:

Ref: Roadside tree safety work at Dunsfold.

Dear Celeste,

Following my site meeting with Roy, please find my estimate outlined below. All works will be performed by our fully insured and experienced machine operators.

Dismantle Ash trees over stream in front of Meadow House near Dunsfold Chapel.

(What Three Word location crumple.umbrella.heartened)

Utilise Sennebogen long reach tree handler to mechanically dismantle 5 x dead Ash trees ( one very large tree) leaning over bridge / stream and in front of the entrance to Elmbridge house

Cost, £2000

Provide chainsaw operator / banksman,

Cost, £350

Note: Four of these trees are clad with ivy and one has a number of rot holes in the stem, if these works are performed within bird nesting season, we will need to perform an emergent bird survey in case birds are nesting within the Ivy / rot holes.

Chip all arising using crane fed whole tree chipper and remove using tractor and trailer

Cost, £1200

Dunsfold Common Lane/ Wrotham Hill- roadside trees on either side of road

Obtain streetworks permit, Cost, £700

Provide two way traffic lights, Cost, £800

Contact UK Power Networks in order to shut down transformer

Utilise Sennebogen long reach tree handler assisted by chainsaw operator / banksman:

-All roadside Ash and dead Elm from the gateway of Leylands Farm upto UKPN transformer pole no's 151770 and 151771 (Burningfold Hall)- rear boundary is ditch

- Large dead Horse Chestnut adjacent to transformer

-Dead Elm opposite transformer

-Large diseased Ivy clad Horse Chestnut (opposite the trees listed above)- ad this tree is also clad with ivy



and one has a number of rot holes in the stem, if these works are performed within bird nesting season, we will need to perform an emergent bird survey in case birds are nesting within the Ivy / rot holes.

Cost, £2000

Provide chainsaw operator / banksman,

Cost, £350

Chip all arising using crane fed whole tree chipper and remove using tractor and trailer

Cost, £1200

Transport

£500

All costs are subject to vat.

Constraints will be detailed within a formal risk assessment and method statement which will be issued upon confirmation of works along with copies of our insurance.

Yours Sincerely

Ben

Ben Nicholson Tree Services Ltd

E: [info@bennicholsontrees.com](mailto:info@bennicholsontrees.com)

W: [www.bennicholsontrees.com](http://www.bennicholsontrees.com)

## **Report on KGV Management - August 2023**

### **By Cllrs Waterson, Singhateh and Shone**

#### **Informal user group meeting**

An informal user group meeting was held on 20 July 2023, attended by Councillors Waterson, Singhateh and Shone, together with representatives of Dunsfold Football Club, Rudgwick Juniors Football Club, Dunsfold Tennis Club, the Sports and Social Club and Peter Allison (caretaker services).

The meeting feedback from attendees was positive, with a number of action points arising:

- Keyholder list has been prepared, this is essential for the building insurance. Peter is actioning a refresh of alarm codes for the clubs.
- Recent petty vandalism at the KGV building and play area. PIR lighting and some RING cameras (or similar) are needed to deter potential vandals. Cllr Singhateh is leading on this topic, including notifying the police.
- Some minor additional maintenance expenses are expected: an electrician to fix the disabled toilet light. Possibly a boot scraper/additional notices to go up to ask users to keep mess to a minimum.
- Improve the DPC website information regarding the KGV, with the aim of increasing hire bookings to support growing building and pitch maintenance costs. Cllr Shone and Ali Allison have discussed paperwork.
- To investigate grants for pitch improvements, particularly opportunities available from the Surrey FA.
- A need to review the user group fees to accommodate different levels of user of the facilities, as these have not changed for many years.

No user group representatives expressed concern about the possibility of allowing well-behaved dogs on the KGV, if DPC is minded to alter its current stance. We have asked the Clerk to provide us with a copy of the Public Spaces Protection Order concerning dogs at the KGV – the last one allowed a landowner (i.e. DPC) to provide consent to dogs on the land. We would expect to provide a background note and motion on the subject of dogs on the KGV at a near future meeting.

User groups raised some potential practical considerations for a phone mast at the far end of the pitch (e.g. access to retrieve balls, possibly inconvenience during installation). Otherwise, there were no in principle concerns to this from the user groups.

We aim to hold another user group meeting in late September. Cllr Singhaeteh has kindly agreed to take a general lead on items relating to the KGV.

#### **Other items**

Rudgwick Junior Football has paid out c. £2k for some pitch improvements and as a result had some time ago requested a discount against pitch hire fees for the 2023/24 year. The request appears to have been circulated amongst former KGV management but no actual decision made. As a gesture of goodwill, we would recommend that RJF receives a discount of £500 off its invoice for the 2023/24 season (see additional motion). We recognize that the pitch improvements undertaken by RJF support greater use of the pitch consistent with its charitable purposes, and providing a goodwill discount in this instance would help support RJF's continued patronage, which in turn is applied to support the KGV's charitable operations.

However, as noted above, the user group fee levels will need to be reviewed by the management committee ahead of next year's renewals to ensure that these are fair and appropriate.

The KGV building and patio areas are in good clean condition thanks to Peter's services. Some extra cleaning and maintenance was needed in the month of June and July as there was a hiatus in the cleaning/caretaking arrangements in the Spring. Please see the separate agenda item for payment in respect of that period.

Councillors will see that proposed Terms of Reference for the KGV Management Committee are to be tabled for adoption by the Council, giving the Management Committee certain delegated powers in relation to the day to day operations of the KGV.

Cllr Shone has reviewed the hire terms and conditions for the KGV, prompted by a recent ad hoc pitch hire request. No terms & conditions appear to have been in place originating directly from the KGV management committee (DPC), whether for the various user groups nor for ad hoc pitch/room bookings. An informal arrangement has arisen whereby ad hoc requests are handled by the separate Sport and Social Club and amounts then forwarded on to the KGV bank account. Using what documentation was available, together with examples from other KGV trustees, Cllr Shone has prepared some terms and conditions for the ad hoc hire of pitch/hall, with the agreement expressed to be between the hirer and **DPC as trustee** of the KGV charity. These documents are also tabled for approval by DPC.

# King George's Field, Dunsfold

## Booking Form and Hire Agreement

Registered Charity No. 395017 Trustee: Dunsfold Parish Council

**Hirer's details** (minimum 18 years of age, or 25 if the hire is for an event with music and/or alcohol)

Name:

Landline:

Mobile:

Email:

**Facilities required** (please tick)

- Foulston Room (inc kitchen)
- Social Club/bar and games hall
- Football pitch
- Whole venue
- Will alcohol be served? (See Conditions of Hire 34)
- Will music be played? (See Conditions of Hire 35)

**Event details**

Day and date of hire:

Time from:

to:

Total hours:

Estimated numbers attending:

Children:

Adults:

Purpose of event:

Additional information or requests:

**Please note hire time must include time for set up and clearing away**

Repeat bookings only:

daily



weekly



monthly



term time only

# King George's Field, Dunsfold

~ Unless otherwise agreed in writing, all bookings must be confirmed and payments must be paid two weeks in advance of confirmation of booking ~

Agreed hire cost (Hiring Fee):

**Damage deposit rates:** regular hirers no charge, ad hoc hirers £50, social events (e.g. weddings) £150.00

**Deposit, hourly hire rate and total cost will be confirmed by invoice once the booking form has been accepted.**

Method of payment of Hiring Fee (please tick relevant box):

- Cheques (please make cheques payable to "KGV Centre Dunsfold" and sent to Dunsfold Parish Council (FAO the Clerk), Unit 3, The Orchard, Chiddingfold Road, Dunsfold, GU8 4PB)
- BACs payment (sort code 30 94 41 account number 03613613)

If making payment by BACS please reference the hirer's surname and date of booking.

**E.g. SMITH 01/01/20**

**If we have requested this, please provide your bank details for refunding damage deposit:**

Account name:

Account number:

Sort code

## Confirmation of booking:

I have read and accept the conditions of hire (below) in respect of the hire of the facilities as listed above.

I agree to a damage deposit to be specified by Charity staff.

I am over 18/25 (cross out as appropriate) years of age.

I agree that I have read and understand King George's Field, Dunsfold Charity Privacy Notice (below). I agree by signing the consent box below that the Charity may process my personal information for providing information and corresponding with me. I have the right to request modification on the information that you keep on record.

I agree to leave the hire area clean and tidy, including kitchen, toilets, hallways and outside; to put all equipment away, and to leave the venue as I found it.

Signed:

Date:

Name printed

*For Charity use only:*

*Invoice total:*

*Date deposit received:*

*Deposit refund date:*

*Invoice no:*

*Deposit amount:*

*Deposit amount refunded:*

*Deposit received: BACS/cash/cheque*

*Deposit refund: BACS/cheque/cash*

## GENERAL CONDITIONS OF HIRE

1. **Trustee discretion:** Acceptance of a hire booking request is at the discretion of Dunsfold Parish Council as trustee of the King George's Field, Dunsfold Charity (referred to hereafter as the "Charity") and its authorised Officers. Officers reserve the right to refuse a booking.
2. **Booking form:** All bookings are to be made by submitting a signed and completed booking form (by post or email) and paying the hire/deposit charges to the Charity as instructed. No booking is considered as confirmed until the invoice has been settled in full. Regular hirers will be invoiced by arrangement with Officers. All hirers are required to pay for bookings in advance of hire and release the provisional booking.

# King George's Field, Dunsfold

Once a hire booking is confirmed by the Charity in writing, the hire agreement is made between the named hirer and Dunsfold Parish Council as trustee of the Charity.

Registered Charity No. 305017 Trustee: Dunsfold Parish Council

3. **Provision bookings:** All booking enquiries are held for 2 weeks as a provisional booking and at the discretion of Officers. If confirmation via a booking form is not received within this period, Officers reserve the right to cancel the enquiry.
4. **Deposit:** If required by Officers, a refundable damage deposit fee will be payable at the time of making the booking for all hire. The amount will be confirmed by Officers and refund will be subject to Officers being satisfied that:
  - the area(s) hired are cleared and cleaned for subsequent hire to go ahead as scheduled,
  - the hirer vacates the premises promptly at the end of their hire period as specified on the booking form,
  - there is no loss or damage has occurred to the area(s) hired or contents,
  - no additional time for setting up and/or clearing away is used,
  - no additional cleaning is required by Charity staff following the hire period.

Deductions will be made from the deposit if Officers are not satisfied the points above have been complied with. The Charity reserves the right to issue an additional invoice after the hire if any damage caused by the hirer exceeds the amount of the deposit.

5. **Minimum age:** The hirer must be age 18 or over or 25 for music / alcohol related hire.
6. **Hours of hire:** The hire time booked by the hirer must be adhered to and should include time allowed for setting up, cleaning and vacating the venue. The hirer must only be in the venue for the hours paid for – other hirers may be booked into the venue after your hire and the hirer is only insured for the hours invoiced for.
7. **Hirer's responsibility:** The hirer (as identified in the booking form or otherwise in writing) is responsible for being in charge of the premises during the hire period, including emergency evacuation procedures, responsibility for unauthorised access, any damage caused and the security of the building. All means of exit from the premises must be kept free from obstruction and immediately available for instant clear public exit.

## **Fire safety:**

8. Hirers must ensure that all fire exits, passages, and doors are kept free and unobstructed during the hire period. All venues display fire evacuation procedures.
9. The hirer acknowledges being aware of the following matters:
  - a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
  - b. The location and use of fire equipment.
  - c. Escape routes and the need to keep them clear.
  - d. Method of operation of escape door fastenings.
  - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
10. In advance of an entertainment, play or other event the hirer must check the following items:
  - a. That all fire exits are unlocked and panic bolts in good working order.
  - b. That all escape routes are free of obstruction and can be safely used.
  - c. That any fire doors are not wedged open.
  - d. That exit signs are illuminated.
  - e. That there are no obvious fire hazards on the premises.
  - f. That they have pointed out to those present the fire exits for emergency evacuation and the need in the event of a fire evacuation to assemble in the car park.
9. **Venue capacity:** The hirer will ensure that the number of people using each room/venue does not exceed that permitted.
10. **No tenancy:** The hirer acknowledges that no relationship of landlord and tenant is created between the Charity and the hirer by this agreement.

11. **No sub-letting etc:** Sub-letting or assignment by the hirer is not permitted.

# King George's Field, Dunsfold

Registered Charity No. 305017 - Trustee: Dunsfold Parish Council

12. **Animals:** No animals (except assistance dogs) are allowed in the venue. The Charity premises are a dog-free area. Please observe the signs.
13. **Smoking:** Smoking is NOT permitted in any of our venues (including the use of e-cigarettes).
14. **Food hygiene:** Hirers that use the Charity's facilities do so at their own risk and are responsible for meeting all food and hygiene law and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. All catering arrangements must be agreed with Officers at the time of booking.

## **Appliances:**

15. Any electrical appliances brought into the venue and used shall be certified safe and in good working order, using residual current circuit breakers where appropriate and the hirer shall only use additional heating, power, cabling or other electronic fittings or appliances with the prior consent of the Charity.
16. The use of LPG appliances or other flammable substances are strictly PROHIBITED.

## **Liability, indemnity and insurance:**

17. The Charity will not accept liability for any loss or damage to property brought into or left at the venue in connection with any hiring nor shall it accept any liability for loss of profits, sales or business or any other indirect or consequential loss suffered by the hirer as a result of the hire of the venue.
18. The hirer shall be liable for:
  - a. all claims, losses, damages and costs incurred by the Charity in respect of any damage (including accidental and malicious damage) done to any part of the premises its curtilage and the contents of the premises;
  - b. all claims, losses, damages and costs made against or incurred by the Charity, their employees, volunteers, contractors, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the hirer; and
  - c. all claims, losses, damages and costs made against or incurred by the Charity, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer,and the hirer shall indemnify and keep indemnified accordingly the Charity and its employees, contractors, volunteers, agents and invitees against such liabilities referred to above.
19. The hirer is advised to be insured against third party claims which may lie against them whilst using the facility. (The Charity is insured only against claims arising from its own negligence). Neither the Charity nor any of its employees, contractors, volunteers, agents or invitees shall be liable for the death of, or injury to, the hirer or the hirer's employees, contractors or any other guests or invitees to the venue save where such death or injury is caused solely by the Charity's negligence. If requested to do so, the hirer shall provide details of their public liability insurance policy to the Charity, which should have coverage for no less than £5 million.

# King George's Field, Dunsfold

Registered Charity No. 305017 Trustee: Dunsfold Parish Council

20. The Charity shall not be liable to the hirer for any direct, indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss) exceeding twice the amount of the Hiring Fee arising out of or in connection with the Hiring Agreement as a result of the Charity's failure to comply with any of its obligations.

## **End of hire:**

21. Subject to any relevant special conditions of hire:
- rubbish bags must be taken away and bin bags replaced,
  - all doors and windows should be closed,
  - chairs and tables should be wiped down and put away in appropriate storage cupboards/areas,
  - all floors must be swept and mopped,
  - all lights should be switched off,
  - toilets need to be checked for mess and tidied and cleaned as appropriate,
  - main doors should be locked, and the key put in the key safe,
  - (if applicable) the external gate to the site should be closed and locked on your way out.

Any failure to comply with the above shall entitle the Charity to make an additional charge.

## **Use of the premises:**

22. During the hire period the hirer shall not interfere with any lighting, heater, cabling or other electrical fittings or appliances at the venue, nor (without the prior written approval of an Officer) drive any nails or pins into walls or woodwork, nor use sticky tape or other similar materials on surfaces which could possibly be damaged by such use. The hirer must make good to the satisfaction of Officers any damage caused to the premises by the removal of any nails, pins, sticky tape or similar materials.
23. The hirer shall not use the venue or allow the venue to be used for any unlawful purpose or any unlawful way or do anything in the venue that would render invalid any insurance policies in respect to the venue.
24. The hirer shall ensure that users do not contravene law in relation to gaming, betting and lotteries compliance.
25. The hirer shall not do or permit to be done anything at the venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Charity or to any other users of the venue or any owner or occupier of neighbouring property.
26. The use of smoking machines or any form of pyrotechnics is strictly PROHIBITED either inside or outside the building.
27. Under the Children's Act 1989 and safeguarding procedures, the hirer is responsible for safeguarding procedures in relation to hire involving anyone under the age of 18 children and vulnerable adults.
28. The hirer will ensure that the purpose and conduct of the agreed hire does not disrupt the use of any other room hired by others.
29. The hirer must report all accidents involving injury or damage to Officers as soon as possible and to record any accidents in the "Accident Book" available on request from the Officers. Any failure of equipment must also be reported as soon as possible.
30. Hirers are to note that the Charity's venue is in a residential area. The hirer should ensure that noise is kept to a minimum. A complaint in relation to noise or anti-social behaviour will be treated as a breach of the hiring agreement and will lead to the loss of the hirers deposit, and cancellation of future bookings without refund and refusal of future bookings.
31. Hirers will need to bring the following equipment:
- replacement bins bags
  - washing up equipment
  - tea towels and J-cloths
  - tablecloths



# King George's Field, Dunsfold

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32. No goods or equipment may be left stored at the venue without prior permission of the Charity. Any goods or equipment which are stored are left at the owner's risk. The Charity accepts no responsibility for loss and/or damage of anything stored. A fee for storage may be charged, at the Charity's discretion.

33. The Charity reserves the right to search all containers, bags, boxes and equipment coming into or leaving the venue, including those brought onto the venue by guests during the hire period.

## **34. Alcohol**

- Hirers that intend to sell alcohol will require a Temporary Events Notice (TEN) from Waverley Borough Council and once authorised the hirer will need to provide a copy to the Charity.
- If a hirer uses a third-party bar provider to sell alcohol the Charity will need to see a copy of their licence.
- If the hirer plans to run an event where alcohol is included in the ticket price, a TEN is required.

## **35. Music**

- When playing music of any kind, all external doors and windows must be kept closed after 8pm and all music must stop by 11pm in compliance with the Premises Licence for the venue.
- the Charity will need to contact the band / DJ you have hired to explain the noise compliance and procedures.
- No music of any kind is to be played outside the building in the open air.

## **Cancellations:**

36. All cancellations by the hirer must be confirmed in writing to Officers (either by post or email) and a cancellation fee applied as follows:

- cancellation with 28 days plus notice, administration fee of £25;
- cancellations with 15 days plus notice, 50% of the total hire charge,
- cancellation with 14 days or less notice 75% of the total hire charge.

37. The Charity reserves the right to cancel any hire booking at any time for the reasons listed below and in such cases, fees paid shall be refunded to the hirer. The Charity shall not be liable to pay any compensation nor any damages for any direct or indirect loss to any person in respect of the cancellation. The reasons are:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- b. the Charity reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of the hiring;
- c. the premises becoming unfit for the use intended by the hirer;
- d. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or
- e. the premises having to be closed for necessary repair.

## **Other terms:**

38. Hire charges are reviewed annually with changes being applied with effect from 1<sup>st</sup> April. The Charity reserves the right to amend charges and these conditions at any time.

39. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

40. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

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

42. Jurisdiction - each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.

## **SPECIAL CONDITIONS OF HIRE**

# King George's Field, Dunsfold

Registered Charity No. 305017 Trustee: Dunsfold Parish Council

## 1. LOCKING-UP PROCEDURE

### **The Foulston Hall**

Unless agreed otherwise with the Bookings Officer, the last person must leave via the external kitchen door, having first made sure that –

#### **1.1. Doors & Windows**

- (a) All external doors have been locked –
  - (i) The main fire exit door on the west (car park) side must be locked.
  - (ii) The internal door leading to the toilets should be locked (the key left in the lock).
  - (iii) The catch on the external kitchen door must be put in the locked position.
- (b) All internal doors have been closed.
- (c) All windows have been closed.

#### **1.2. Electrical and appliances**

- (a) All lights have been turned off.
- (b) All kitchen appliances (other than the refrigerator) have been turned off.
- (c) The refrigerator is empty

#### **1.3. Heating**

- (a) The room is heated by electric heaters located on the roof. Full instructions will be provided in advance.
- (b) Please ensure that all heaters are switched off before leaving the building

#### **1.4. Tidiness & Rubbish**

- (a) The Hall has been left clean and tidy with all contents returned to their proper places.
- (b) All rubbish has been removed or arrangements made for removal.

### **The Bar and Games Hall**

Access to this area is via the door on the north west side (football pitch side). A key and the code for the alarm will be provided. You will find two keys in the alarm box, one opens the middle door and the second will give you access to the toilets and showers at the back.

#### **1.5. Doors & Windows**

- (a) All external doors have been locked –
  - (i) The door to the back must be pulled firmly closed ensuring that the lock has engaged
  - (ii) The door to the tennis patio must be locked
- (iii) The door on the north west (football pitch) side must be firmly closed and locked with the key provided. The key must be returned to the person who provided it to you.

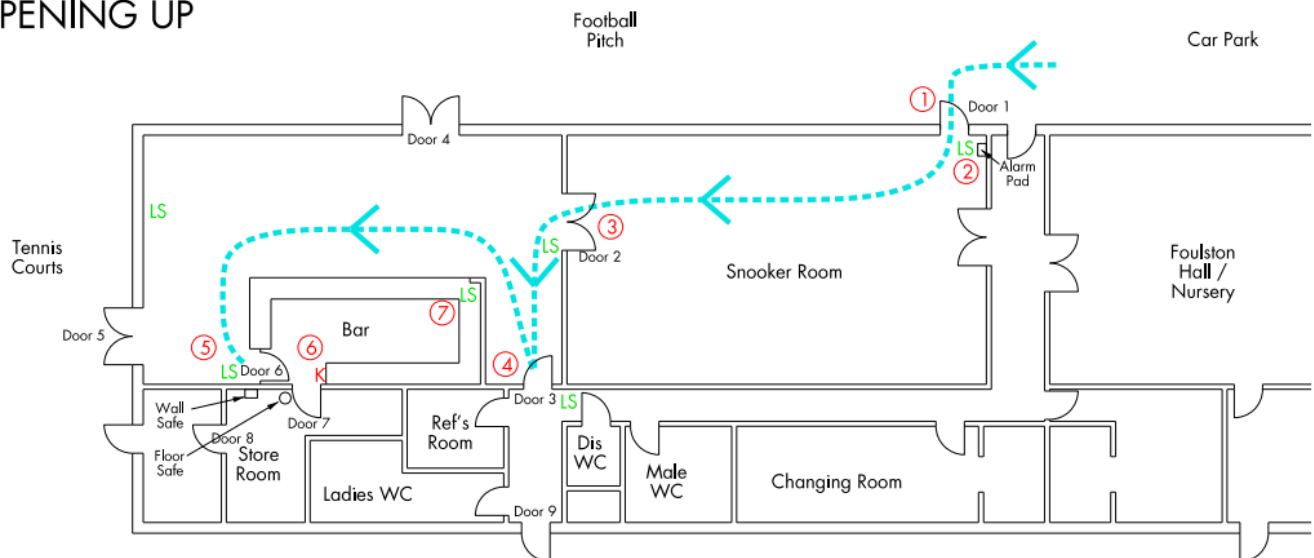
# King George's Field, Dunsfold

(b) All internal doors have been closed.

Registered Charity No. 305017 Trustee: Dunsfold Parish Council

(c) All windows have been closed.

## OPENING UP



- ① Unlock Door 1 with the keys provided. This will trigger the building alarm.
  - ② Alarm box is located to the left of Door 1. Enter code carefully and the alarm will cease. Pick up the set of keys that are stored within the alarm box. The lights for this room are located by Door 1.
  - ③ Unlock Door 2 with the keys taken from the alarm box. Key is the one with the three prongs. Once through Door 2 the lights to the bar area are on the left hand side.
  - ④ Unlock Door 3 with the keys taken from the alarm box. Key is the one with two prongs. Lights to the corridor are on the left hand side once through this door. Set thermostat to 21 degrees if heating required.
  - ⑤ Unlock Door 6 to the bar with the keys provided. Switch on lights to right hand side of door. Only use the first three furthest from the bar.
  - ⑥ The key to open Door 5 (to the patio area) is hanging on the end of the shelf by Door 7 (K). Unlock Door 5 if required and hang the key back up.
  - ⑦ The lights over the bar area are here. It is the top switch. Open up the shutters. Turn on glass washer and shut door to glass washer so that it heats up.
- The key for Door 7 is in the door and should remain there. Access into this room is needed for the cash for the till and additional stock.
- The key for Door 8 is in the door however this door should always be locked and there is no need to access this area.

## DUNSFOLD PARISH COUNCIL

### KING GEORGE'S FIELD, DUNSFOLD MANAGEMENT COMMITTEE

#### Terms of Reference

##### The Charity

The **King George's Field, Dunsfold** is a charity registered with the Charities Commission with registration number 305017 (the "Charity"). The Charity is a trust and therefore is not itself an entity (e.g. a company) with a separate legal personality. Dunsfold Parish Council (DPC) is the sole trustee of the charity (the "Trustee"). The Trustee is registered as the legal title holder to the land known as the King George V Playing Fields, registered with the Land Registry title number SY426870 (the "Charity Land"). The objectives of the Charity are contained in the documents referred to below.

The Charity was registered with the Charities Commission on 29 October 1962. According to the Charities Commission, DPC is noted as having been appointed as trustee of the Charity on 27 May 2011. Absent any further details, this registration appears to have superseded the original arrangement of DPC as the custodian trustee of the land, with a separately constituted management committee acting as a managing trustee operating the Charity.

##### Background

By a conveyance dated **24 November 1937**, the Charity Land was originally conveyed to the National Playing Fields Association by a Joseph Godman and others, on **trust to permit the land to be used as a playing field and recreation ground for the parish of Dunsfold forever, under the management and direction of the "Managers" (as defined in that conveyance) or any other person or persons to whom management may be transferred (with the consent of the NPFA and the Charities Commission)**.

On **9 August 1972**, the Charity Land was conveyed to DPC with the intent that it should hold the same on the trusts powers and provisions contained in that conveyance. **DPC undertook all care, maintenance and management of the Charity Land** for the purposes of the relevant legislation regarding open spaces and to do so for the benefit of the inhabitants of Dunsfold.

That 1972 conveyance also contained some restrictions applying to the Charity Land, to which DPC as the legal owner is subject –

- The transfer was subject to the NPFA covenants contained in the 1937 conveyance (charitable objectives referred to above), and was also subject to a lease between the NPFA and certain individuals dated 16 January 1968 (no details have been found of that lease).
- The Council is permitted to close the Charity Land to public access for no more than 12 days total in any one year (no more than 4 consecutive days) for the Charity Land to be used for a special event, e.g. a fete or agricultural show or sports matches, whether or not such special use is charged for. All monies received by DPC from such special use shall be applied solely towards the maintenance of the Charity Land.

Over time, buildings have been erected on the Charity Land. These now comprise of the area known as the bar and games hall, and the Foulston Room (originally separate buildings but now joined). It also contains changing rooms and shower/toilet facilities. In addition, tennis courts and a children's play area have more recently been added.

On **1 June 2017**, new restrictions were added on the Land Registry entry for the Charity Land, suggesting that DPC had entered into a separate Deed of Dedication with Fields in Trust (the

successor to NPFA). No copy of that Deed of Dedication (or similar document) has been located, and this may contain additional restrictions on the Charity Land and operations of the Charity.

However, those restrictions noted on the Land Registry entry mean that any “disposition” (e.g. a sale or grant of a new lease) of the Charity Land by DPC requires the written consent of Fields in Trust. Details of Fields in Trust and deeds of dedication can be found here:

<https://www.fieldsintrust.org/what-is-protection>

The installation of the bar and related activities and alcohol licensing requirements precipitated the formation of the separate KGV Sports & Social Club (the “Club”). The Club has a separate constitution and rules of membership. The Club (not the Charity) holds an alcohol license from Waverley Borough Council. The intention appears to have been that the Club would lease, on a commercial basis, the bar and games hall area from the trustees on terms that would allow it to run a members’ bar, with the Club paying over substantially the whole of the bar’s net profit as rent to the trustee under that lease. Minutes of a meeting from 1995 suggest that a lease was to be prepared between the Club and the “management committee” (described in those minutes as the “trustee” of the charity, with DPC noted simply as the legal owner of the Charity Land), but a copy of such a lease has not been located. Nevertheless, payments have been made periodically by the Club to the Charity which would be consistent with that arrangement.

The formal status of the “management committee” as it currently stands is not clear, as no terms of reference appear or paperwork appear to be in place. As noted above, DPC has been registered with the Charities Commission as the Trustee of the Charity since 2011, suggesting that it is indeed sole corporate trustee (both as to the custodian of the Charity Land and management/operation of the Charity). A note about local authorities as charity trustees can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/352409/Local\\_authorities\\_as\\_charity\\_trustees.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/352409/Local_authorities_as_charity_trustees.pdf)

## **Purpose**

The purpose of these Terms of Reference is to constitute a committee of Dunsfold Parish Council to be called the KING GEORGE’S FIELD, DUNSFOLD MANAGEMENT COMMITTEE (the “Committee”).

The purpose of the Committee is to facilitate the execution of Dunsfold Parish Council’s responsibilities as Trustee of the Charity in accordance with relevant charities law.

As a committee of the Dunsfold Parish Council, the Committee is subject to applicable Financial Regulations and Standing Orders, as amended from time to time.

All decisions by the Trustee (DPC) in relation to the Charity must be made in furtherance of the Charity’s objectives and observe charities law.

A note for Councillors on a council as a charity trustee can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/351608/council\\_as\\_charity\\_trustee\\_overview.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/351608/council_as_charity_trustee_overview.pdf)

These terms of reference may be amended or withdrawn at any time by Dunsfold Parish Council.

## **Membership**

Membership of the Committee shall consist of not less than three members (Councillors) of the Parish Council, together with the Treasurer of the Charity (which shall be the Parish Clerk). Membership of the Committee is open to non-Councillors. The Committee shall appoint a person to act as a Booking Secretary to deal with the ad hoc hire of any part of the Charity Land.

Membership of the Committee by a representative of each of the sports and user groups of the Charity Land is warmly encouraged.

### **Meetings**

The Committee shall meet at least once per year. The Committee shall be free to determine the number and timing of any ordinary meetings of the Committee.

All business will be transacted at ordinary or special meetings. Three clear days' notice is required to be given in respect of ordinary meetings which are to be convened by the Clerk. An agenda will be set including the time and place at which the meeting will be held and details of the items to be discussed.

The Chair or two members may call a special meeting by sending each member of the Committee at least 3 clear days' notice of the meeting stating the time, place and details of the purpose for which the meeting is to be held.

The minutes of meetings will be recorded by the Clerk and signed by the Chair at the next meeting.

Members of the public may attend such meetings and will be given the opportunity to speak on matters of concern to them as allowed under the Council's Standing Orders. 'Stand-ins' for user-group representatives are very welcome at Committee meetings as they provide a valuable service in maintaining communication between the various groups using the facilities. Councillors who are not members of the Committee may attend such meetings but are not entitled to vote.

### **Quorum**

The quorum of a meeting of the Committee shall be three Councillors.

### **Chair**

The Committee shall appoint a Councillor member to be Chair of the Committee at the first meeting of the Committee by a show of hands. The elected Chair shall hold the position for 12 months and can be re-elected with no maximum term. If the Chair is unable to attend a Committee meeting the members present will appoint a Committee Chair for that meeting from one of the Councillors present.

### **Voting**

Decisions shall be made by a majority vote. Each member of the Committee shall have one vote, provided that non-Councillor members of the Committee shall not have a vote. The Chair shall have a casting vote.

### **Delegated powers of the Committee**

The Committee has responsibility for the day-to-day operation and management of the Charity Land for the charitable purposes noted above, including:

- The care and maintenance of the playing fields as a recreational ground including grass-cutting, maintenance of hedges, trees, shrubs etc.
- The care and maintenance of the outdoor children's play equipment.
- The care and maintenance of the buildings and structures situated on the Charity Land.
- The care and maintenance of fencing, seats and other street furniture including noticeboards.

- Determining the terms and conditions for the hire of any and all parts of the Charity Land (whether grounds or buildings), including those for all user groups and one-off hires.
- Taking appropriate action against any hirer not complying with the terms of hire.
- Determining the hire charges for the Charity Land (including for all user groups and one-off hire of the pitch, grounds or buildings).
- Arranging and carrying out repairs to any part of the Charity Land as deemed appropriate by the Committee.
- The engagement, management and dismissal of any contractors or staff as considered necessary in relation to the above matters.
- Approving expenses and authorising payments to be made from the Charity Bank Account in relation to any of the above matters.
- Submitting grant applications to any bodies/organisations.
- Appointing and determining the terms of reference of any sub-committees or working groups.
- Organising any events to raise funds in support of the Charity.
- Make recommendations to the Council for any capital projects concerning the Charity Land.

### **Finances**

All income and expenditure of the Charity will be accounted for by the Treasurer of the Charity, who will keep a full set of accounts in accordance with relevant charities law. These accounts will be audited by the Auditor, an independent person to ensure their veracity at the end of the accounting year (end March).

The Treasurer shall be responsible for preparing and submitting all applicable returns, statements and filings with the Charities Commission concerning the Charity.

## DUNSFOLD PARISH COUNCIL

### Communications (including Press and Media) Policy

2023

#### 1. Introduction and background

- 1.1. The purpose of this policy is to guide both Councillors and staff of the Council in their relations with the Press and Media (hereafter “press”), in such a way as to facilitate the smooth running of the Council.
- 1.2. It also puts in place a process for the Parish Council to consistently manage its website content and, if applicable, its Social Media presence.
- 1.3. This policy does not seek to be either prescriptive or comprehensive, nor to curb freedom of speech, but sets out to provide guidance on how to deal with some of the practical issues that may arise when dealing with the press in respect of Parish Council business. Its contents are based on the SLCC model policy (2019 version), together with a similar policy adopted by another local parish council.
- 1.4. The law governing communications in local authorities can be found in the Local Government Acts 1986 and 1988. The Council must also have regard to the Code of Recommended Practice on Local Authority Publicity.
- 1.5. The Parish Council’s adopted Standing Orders should also be adhered to. Above everything else, a Councillor must observe Dunsfold Parish Council’s adopted Code of Members’ Conduct whenever he/she acts in the role of a member.

#### 2. Key aims

- 2.1. The Council is accountable to the local community for its actions and this can only be achieved through effective two-way communications. The press and media – including printed press, radio, TV, internet – are crucially important in conveying information to the community so the Council must maintain positive, constructive media relations and work with them to increase public awareness of the services and facilities provided by the Council and to explain the reasons for particular policies and priorities.
- 2.2. It is important that the press have access to the Clerk/Councillors and to background information to assist them in giving accurate information to the public. To balance this, the Council will defend itself from any unfounded criticism and will ensure that the public are properly informed of all the relevant facts using other channels of communication if necessary.

#### 3. General

- 3.1. Any one or more of the Clerk, the Chair and Vice Chair are authorised to make contact with the press and/or make statements to the press



on behalf of the Parish Council. There are occasions when it is appropriate for the Council to submit a letter, for example to explain important policies or to correct factual errors in letters submitted by other correspondents. Such letters should be kept brief and balanced in tone and correspondence should not be drawn out over several weeks. All correspondence must come from the Clerk, Chair or Vice Chair.

- 3.2. Such statements made by the Chair, Vice Chair or the Clerk to the press under 3.1 should reflect the Council's opinion, where opinion is required. Usually, the best way to ensure that is the case is by circulating a draft, providing Councillors with a reasonable opportunity to comment and taking into account those comments before publication - although it is recognised that time pressures may mean that that is not always possible. The Chair, Vice Chair and Clerk should exercise reasonable discretion over the contents of any statement containing opinion and which has not been circulated beforehand.
- 3.3. Otherwise, all Councillors are free to talk to the press in respect of Parish Council business but must take care that it is clear that any opinions given are their own and not necessarily those of the Parish Council as a whole.
- 3.4. When dealing with the press verbally, Councillors and officers should be aware of the following:
  - 3.4.1. Be informed and certain of all your facts.
  - 3.4.2. Ensure that when making comments on behalf of the Parish Council that you are aware what the relevant Council Policy is (if applicable) and that your comments reflect that policy.
  - 3.4.3. Be calm.
  - 3.4.4. Ensure that your comments and views will not bring the Council, its Councillors or its staff into disrepute and ensure that comments are neither libellous nor slanderous.
- 3.5. Councillors and officers not used to dealing with the press may be surprised when they see that statements made in all innocence look very different in print than they did when they were spoken. It is advantageous to write out a statement or position beforehand.

#### **4. Staff**

- 4.1. An officer must not disclose information that is of a confidential nature. This includes any discussion with the press on any matter which has been discussed under confidential items on the Council's or Committees' agenda or at any other private briefing.
- 4.2. An officer should act with integrity at all times when representing or acting on behalf of Dunsfold Parish Council.
- 4.3. All communications made by the Clerk will relate to the stated business and day to day management of the activities or adopted policy of the Council. The Clerk is not expected or authorised to speculate on matters that have not been considered by the Council. Where such questions are put to the Clerk, the Clerk should refer the enquirer to the appropriate Chair of the relevant Committee, or in absence of a committee, to the Chair or Vice Chair of the Council.

4.4. No other officer of the Council or member of staff apart from the above, unless authorised by the Clerk, is permitted to speak or communicate with the **press** on any matter affecting the Council or its business.

**5. Members of the Council**

5.1. A Councillor must not disclose information that is of a confidential nature. This includes any discussion with the press on any matter which has been discussed under confidential items on the Council's or Committees' agenda or at any other private briefing.

5.2. A Councillor should act with integrity at all times when representing or acting on behalf of Dunsfold Parish Council.

5.3. When speaking or providing written material to the **press in respect of Parish Council matters**, **Councillors** should make clear the capacity in which they are providing the information. For example: - as Chair of the Council, as Chairman of a Committee, as a Parish Councillor, **or** as an individual.

5.4. Never use the prefix "Cllr" when writing to the press as an individual. This implies you are stating Council policy. **Bear in mind that in doing so you are likely to be viewed as acting in the capacity of a member of the Council (engaging the Code of Members' Conduct).**

5.5. Take particular care if the press approach you for comment on a controversial subject, and do not be led into stating something you did not really mean to say. If unsure about any particular policy, simply state "no comment" and ask the press to contact the Parish Office.

5.6. Councillors also have an obligation to respect Council policy once made and whilst it may be legitimate for a Councillor to make clear that he or she disagreed with a policy and voted against it (if this took place in an open session), they should not seek to undermine a decision through the press.

5.7. A Councillor should not raise matters relating to the conduct or capability of an Officer or member of staff at meetings held in public or before the press.

**6. Website**

**6.1. Aims**

6.1.1. **This section 6 of the policy relates to the management of the Parish Council's website.**

6.1.2. **The aim is to set down guidelines to ensure proper and effective use of the website, which plays a critical role in providing timely information to the village about Parish Council business and other related matters.**

**6.2. Management**

6.2.1. **The website will be managed by the Clerk and up to three Councillors as determined from time to time by the Council. No other Councillors will have administration access to alter the website.**

6.2.2. **The Clerk shall be responsible for uploading all documents and information (including meeting event notifications and notices) as are required by any applicable law to be published on the website.**

- 6.2.3. The Councillors referred to in 6.2.1 above shall be responsible for uploading as administrator all other posts, notices and content for the website pursuant to the aims in section 6.1 above.
- 6.2.4. Any Councillor may suggest and generate content for the website. Content should be limited to matters concerning or of relevance to the Parish, with an emphasis on providing reliable factual information and commentary. It is good practice to include details of the author(s) of the particular post or notice, although it should be remembered that the website is a vehicle for communication by the Council as a whole and not individual Councillors.
- 6.2.5. Purely factual content may be published to the website by the Councillors referred to in 6.2.1 without delay or further approval. Content that includes matters of opinion or potential controversy should, as a matter of best practice, be circulated to all Councillors prior to publication on the website so that a general consensus can be obtained and any reasonable comments taken into account before publication.

## **7. Internet Forums and Social Media**

### **7.1. Aims**

- 7.1.1. This section 7 of the policy relates to the creation and management of a Facebook page by the Parish Council, together with other social media interaction.
- 7.1.2. The primary aim of this section of policy is to set down guidelines to ensure proper use of the Facebook page.
- 7.1.3. The aim is to use the Facebook page to interact in a stronger way with the Parish's people, advertising events and other projects of the Parish Council.

### **7.2. Management**

- 7.2.1. The Facebook page will be created and managed by the Clerk and up to three Councillors as determined from time to time by the Council. No other Councillors will have access to the Parish Council Facebook page for administration purposes.
- 7.2.2. The page shall be set up using the Clerk's email address.
- 7.2.3. Only information regarding the Parish Council should be entered as part of the Biography.
- 7.2.4. The account should only link to pages of a local government organisation or organisations/causes relating to the Parish.
- 7.2.5. No religious or political views should be expressed under the biography.
- 7.2.6. Friends of the Parish Council will not be allowed to post new topics to the wall. However, friends would be able to comment on wall topics created by the Parish Council.
- 7.2.7. Posts on the page would be available for all uses of Facebook to see.
- 7.2.8. The logo will be the profile picture for everyone to see.
- 7.2.9. Photo Albums will be open for everyone to view.
- 7.2.10. Photos uploaded to the album will not have direct view of any child's face without the prior consent of their guardian.

7.2.11. The page will be maintained by the Clerk assisted by the Councillors referred to in 7.2.1 who will remove messages from the wall which include:

7.2.11.1. Abusive language or content

7.2.11.2. Which may cause offence to a specific group of people eg comments on a person's sexuality, sexist comments, racial comments etc.

7.2.11.3. Which contain potentially libellous comments

7.2.11.4. Unreasonable and vexatious claims

7.2.12. If any points raised on the wall are relevant and need to be discussed by the Council then if necessary further information will be sought before bringing it to the Council as an agenda item at the next Council meeting.

7.2.13. If people are repeatedly abusing the Parish Council's wall then they will be removed from the friends list and unable to post to the wall. Instances which would involve removal from the friends list include repeated:

7.2.13.1. Posting with abusive language or content

7.2.13.2. Posting comments which may cause offence to a specific group of people eg comments of a person's sexuality, sexist comments, racial comments etc

7.2.13.3. Posting potential libellous comments

7.2.13.4. Posting unreasonable and vexatious claims

7.2.14. Private messages will only be sent in response to anyone sending an initial private message to the Parish Council account. The response will ask the person to email the Council with the request for comment and the office email will be provided.

### 7.3. Other

7.4. The Clerk is authorised to issue public notices on any other internet forum or social media on behalf of the Council as may be required by law. Any Councillor may share content from the Parish Council website on social media or internet forums in their own capacity, although Councillors are reminded of the requirements of the Members' Code of Conduct.

7.5. Dunsfold Parish Councillors should be reminded that, while social media and internet forums are a useful means of encouraging public debate on local issues and for keeping residents updated on the work of the Parish Council, Councillors should focus any of their own comments on the issues, the language should be measured and respectful and personal criticism should be avoided.

1.

August 2023

Policy Review Date: No later than August 2024

## **VILLAGE DEFIBRILLATOR.**

This is clearly of great importance to all villagers, not least because after a recent incident a period of 2 hours was quoted to get an ambulance here from Guildford.

I have spoken to Barrie Pople and Creighton Redman. The history seems to be that the defibrillator was originally installed through a trust. More recently, responsibility was passed to the DPC.

At one time, there were 3 defibrillators in the village. One was at the surgery but I understand has now gone back to Chiddingfold. There is one at the fire station, but I understand this is only for their own use (Tigi may be able to ascertain that this is indeed the case). The remaining one is of course outside the shop. Staff at the shop know the code (C159X); when the shop is shut, the NHS have the number and can provide it over the phone.

Barrie checks the batteries and the pads on a regular basis and is happy to continue to do this. There is supposed to be a group of volunteers, but this needs to be refreshed.

Following my discussions, it seems to me we need to do three things:

1. Arrange for someone from the NHS to come to the village to give a talk about the use of a defibrillator.
2. Circulate details so everyone is aware of its existence and how to access it.
3. Seek some more volunteers following the 2 above.

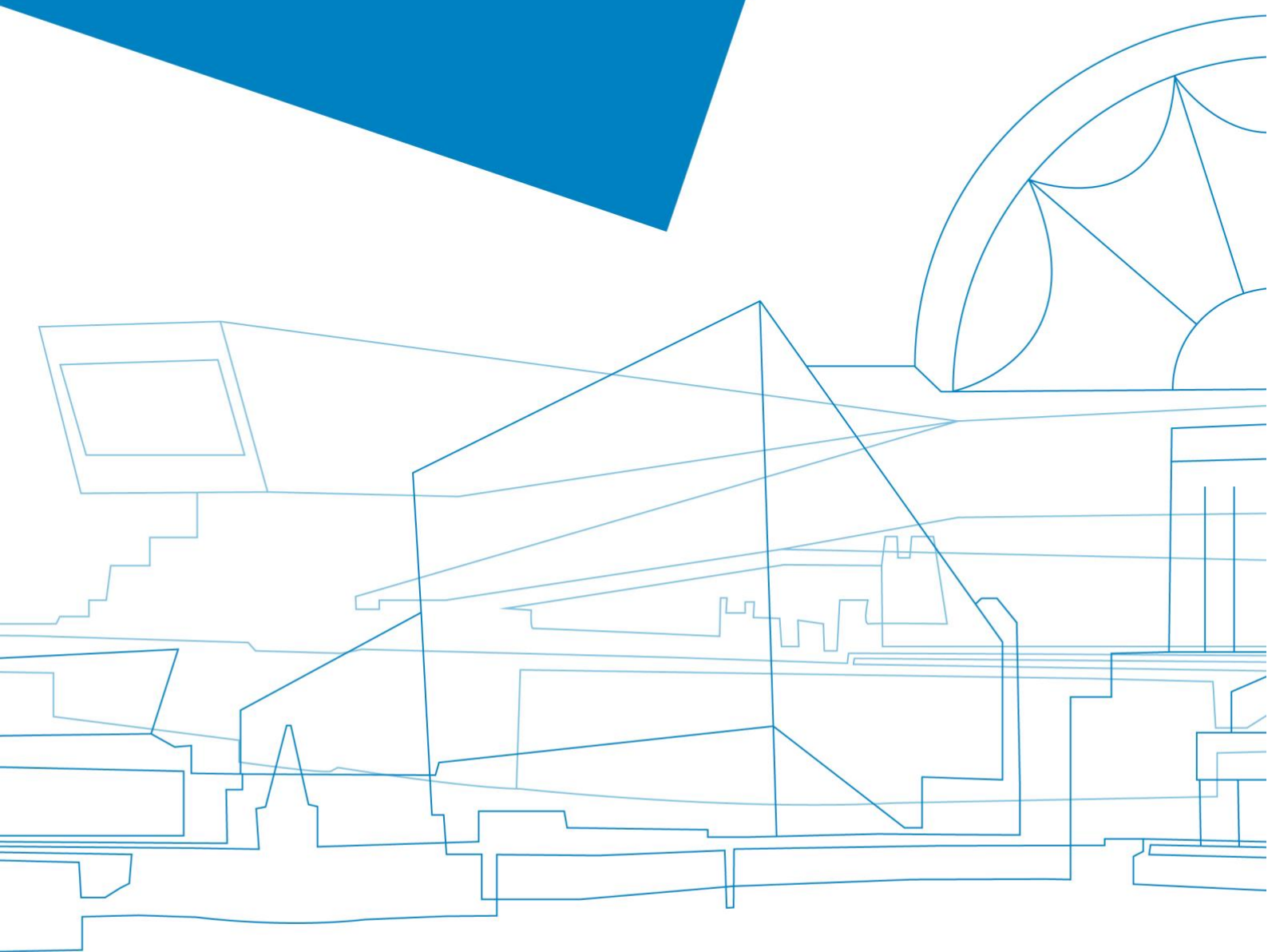
I am happy to follow these points up.

**NW**

**August 2023**



Urban Vision Enterprise CIC  
Dunsfold Neighbourhood Plan  
Review of Policies, Sites and Evidence  
V1.1  
July 2023



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# 1. Introduction

## 1.1 Purpose of the Report

This report comprises an analysis of the Dunsfold Neighbourhood Plan 2013-2032 regulation 15 Draft (March 2023) and accompanying submitted statements and evidence. The analysis focuses on:

- Plan content, including policies and site allocations;
- Statutory process and legal compliance;
- The adequacy of supporting statements and evidence underpinning the plan.

The report considers options and makes recommendations for moving forward.

## 1.2 Methodology

The process for preparing the report included:

- Initial discussions with the client to clarify the current situation;
- On-line meeting with the local planning authority, Waverley Council;
- Review of the draft plan document;
- Review of the Basic Conditions Statement;
- Review of the Consultation Statement (Engagement Statement);
- Review of the Strategic Environmental Assessment;
- Review of key evidence documents, including the AECOM site selection report, the Dunsfold Site Assessment and Selection report, the Dunsfold Village Design Statement and other relevant reports.

Key issues considered as part of the review include:

- the process followed, with focus on legal compliance against planning law and consultation case law;
- consideration of possible issues in meeting the Basic Conditions;
- how Regulation 14 representations were taken into account;
- scrutiny of the selection process, criteria and evidence behind the site allocations;
- likely effectiveness of policies in the development management process.

Chapter 2 provides an overview of legal compliance for neighbourhood plans and statutory consultation. Chapter 3 comprises a health check of the neighbourhood plan, focused on legal compliance and likely effectiveness of policies. Chapter 4 considers the plan submission in terms of legal validity. Chapter 5 sets out conclusions and options and makes recommendations.



## 2. Legal Compliance

### 2.1 The Basic Conditions

Statutory process and requirements for Neighbourhood Plans are set out in:

- the Town and Country Planning Act 1990, as amended;
- the Planning and Compulsory Purchase Act 2004, as amended;
- the Neighbourhood Planning (General) Regulations 2012, as amended.

Policy and Guidance for Neighbourhood Plans is contained in the National Planning Policy Framework 2021 and Planning Practice Guidance. Other relevant guidance includes the National Design Guide 2021.

Neighbourhood Plans must meet the ‘Basic Conditions’ set out in planning legislation and this is tested through the Independent Examination. These are:

- having regard to national policies and guidance.
- contributing to the achievement of sustainable development.
- being in general conformity with the strategic policies contained in the development plan for the area.
- not breaching EU obligations.
- not breaching the requirements of Chapter 8 of Part 6 of the Conservation of Habitats and Species Regulations 2017.

In addition, plan must be compatible with human rights legislation.

Legal compliance is examined in more detail in later parts of this report.

### 2.2 Consultation

Statutory consultation must meet the requirements of consultation case law, including ‘Gunning’ principles. Gunning principles arise from a court case in 1985 (R v London Borough of Brent ex parte Gunning) and have been confirmed and clarified in numerous subsequent cases.

Four principles need to be met by statutory consultations:

**proposals are still at a formative stage**

A final decision has not yet been made, or predetermined, by the decision makers;

**there is sufficient information to give 'intelligent consideration'**

The information provided must relate to the consultation and must be available, accessible, and easily interpretable for consultees to provide an informed response;

**there is adequate time for consideration and response**

There must be sufficient opportunity for consultees to participate in the consultation. There is no set timeframe for consultation, despite the widely accepted twelve-week consultation period, as the length of time given for consultee to respond can vary depending on the subject and extent of impact of the consultation;

**'Conscientious consideration' must be given to the consultation responses**

**before a decision is made** Decision-makers should be able to provide evidence that they took consultation responses into account.

## 3. Neighbourhood Plan Health Check

### 3.1 Plan Structure and Content

#### General Comments

The Neighbourhood Plan document is reasonably concise, which is useful. However, throughout the Plan there is quite a lot of repetition, so careful editing could make it even more concise and easier to use.

Some parts of the text refer to the 'Neighbourhood Area' (which is correct) and some to the 'Neighbourhood Plan Area'. For consistency and accuracy, the term 'Neighbourhood Area' should be used throughout.

There is some inconsistency between the format of chapter headings, diagram headings and sub-headings. For example. Some diagram headings are the same size as chapter headings. A clear hierarchy of headings would be useful, with strong chapter headings. This would make the Plan easier to use.

There is a lack of clear separation between policies and supporting text. In several places, the supporting text appears to set policy requirements, which is confusing (for example, Paragraph 5.29). This needs to be addressed throughout the Plan. Policy requirements should be in policies only, not supporting text.

The following considers the structure and chapters of the Plan. Policies are dealt with in 3.3 of this report.

### 3.2 Chapters

#### Foreword

The Foreword is written as a commentary on recent issues affecting the area rather than setting the scene for a statutory planning policy document. In addition, it addresses excluded matters for neighbourhood planning (mineral extraction). Redrafting would be useful, with a focus on the Neighbourhood Plan as statutory planning policy.

#### Evidence Base Documents

This is a useful list of key evidence documents. Waverly Council suggested additional documents in its Regulation 14 response.

## **Policies**

This is a useful summary list of later policies.

## **Introduction**

This chapter contains several inaccuracies, for example describing the Localism Act as guidance, referring to two of the Basic Conditions only, and making reference to a 'higher level' development plan. The text then goes on to address various issues related to later policies. There is limited correlation between the sub-headings and actual text. A careful redraft would be useful.

The Introduction does fulfil the requirement to state the period that the plan will be in effect, but lacks precision (when in 2032? For example, it could say the end of 2032).

In Paragraph 1.13, it is unclear when or whether the Parish Council approved the Regulation 14 and Regulation 15 versions of the Plan and supporting statements. It would be useful to clarify this, for the avoidance of doubt.

## **A Portrait of Dunsfold**

This is a concise and useful overview of the area.

## **Planning Policy Context**

The text addresses legislation, policy and guidance in vague terms. It is questionable whether this chapter is necessary or helpful.

## **Vision and Key Planning Principles**

The vision is somewhat vague and unclear in meaning.

Planning Principle PP7 appears to relate to making representations rather than a Parish Council role in determination of applications, as suggested.

It is unclear why some policies are in the Vision chapter, rather than the following policy chapters. It is also unclear how they relate to later policies dealing with similar themes.

## **Housing**

Some of the housing objectives apply to the preparation of the neighbourhood plan, some to requirements for development. This is confusing. Objectives should focus on development, as a basis for the policies.

There appears to be a muddying between evidence and outcomes from community engagement. The text appears to undermine the AECOM site assessment, which is a key evidence document.

### **Natural Environment**

This contains explanatory text and environmental policies.

### **Environment, Sustainability and Design**

Some of the objectives read like policy or statements.

It is unclear how the different design policies relate to each other and there is some duplication (see comments on policies in 3.3 of this report). Whilst a useful range of issues is addressed, it may be difficult to apply the policies. A more integrated approach to design may be beneficial.

### **Employment and Business Support**

This contains explanatory text and employment policies.

### **Transport and Getting Around**

Many of the objectives deal with traffic management and matters outside of the control of developers.

### **Recreation, Leisure and Wellbeing**

Some of the objectives relate to projects/proposals, rather than planning policy matters.

### **Infrastructure and Delivery**

Not all of the objectives are related to planning policy.

### **Monitoring and updating the Neighbourhood Plan**

At 11.20, neighbourhood plans are 'made', they are not adopted.

Given the reliance of policies on external documents, the suggested review of the Dunsfold Design Statement would be likely to erode the policies of the Neighbourhood Plan (see later comments in 3.3).

## **Glossary**

This should be checked to ensure all terminology and definitions are compatible with those in planning policy and guidance. Some definitions may quickly become out-of-date.

## **3.3 Policies**

### **Policy PO1: Core Planning Principles**

This appears to be a landscape protection policy, with rather vague wording and an emphasis on visual impact rather than other adverse landscape impacts. The policy appears to pre-empt a decision on extension of the AONB. It is not clear how this policy relates to later policies addressing landscape and natural environment. The policy is likely to be amended or deleted at the examination stage.

### **Policy PO2: Spatial development of Dunsfold**

The first paragraph comprises statements rather than policy.

Waverley Council has pointed out that the policy may be over-restrictive. Part of the policy appears to draw on NPPF green belt policy. The policy is likely to be amended or deleted at the examination stage.

### **Policy PO3: To prevent coalescence of Dunsfold settlement with Dunsfold Park**

As worded, this policy is unlawful. Waverley Council has already pointed out that the policy may be over-restrictive. A neighbourhood plan can't apply NPPF policy – Paragraph 80 already applies in the circumstances set out in the NPPF. Redrafting could help to create a legally compliant and more effective policy.

### **HO1: Provision of Housing**

The policy wording is quite confused. It reads as justification for policy rather than policy. There is some inconsistency in the figures (103/108 houses).

See also 3.4 of this report (site allocations).

### **HA1 Alehouse**

The policy sets out contextual issues to be considered, but without stating clear requirements for development to meet (for example on scale, massing, siting, landscape, etc.).

It is unclear why the minimum age requirement is included or how it would be enforced. It is unclear what 'density appropriate for older residents' means. This could be interpreted as high density, low density or anywhere in between.

See also 3.4 of this report (site allocations).

### **HA2: Coombebury**

The policy sets out contextual issues to be considered, but without stating clear requirements for development to meet (for example on scale, massing, siting, landscape, etc.).

The concerns and proposed amendment to wording suggested by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

See also 3.4 of this report (site allocations).

### **HA3: Wetwood Farm**

This appears to be a greenfield site, remote from existing settlements. Waverley Council raised concerns over site selection.

The policy sets out raises contextual issues to be considered, but without stating clear requirements for development to meet (for example on scale, massing, siting, landscape, etc.).

See also 3.4 of this report (site allocations).

### **HA4: Springfield**

The policy sets out raises contextual issues to be considered, but without stating clear requirements for development to meet (for example on scale, massing, siting, landscape, etc.).

The concerns and proposed amendment to wording suggested by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

See also 3.4 of this report, on site allocations.

### **HO2: Self-Build Houses/Custom Build Houses**

The policy is likely to be inconsequential, or even to discourage self-build by limiting locations.

The concerns raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

### **HO3: Windfall Housing**

The policy is more restrictive than NPPF policy.

A neighbourhood plan can't apply NPPF policy – Paragraph 80 already applies in the circumstances set out in the NPPF.

The concerns raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

### **Policy HO4: Mix of Housing Size**

The policy is likely to be inconsequential due to the vague wording. There may be a risk that it could be interpreted as setting lesser requirements than Local Plan policy.

It is unclear why the policy does not seek to apply the findings of the AECOM Housing Needs Assessment.

The concerns over housing mix and the relationship to the Local Plan, raised by Waverley Council at the Regulation 14 stage, appear not to have been taken into account (see also 4.2 of this report).

### **NE01: Habitats and Biodiversity**

The wording is unclear in places.

Waverley Council's questions over biodiversity have not been answered (see also 4.2 of this report).

### **NE02: Trees, Woodland, Hedgerows and Landscaping**

The relationship between this policy and NE1 is unclear. An integrated policy may be easier to apply.

The wording is vague. For example, it is not clear what 'larger gardens' means.

Waverley Council's concerns over gardens and wording have not been answered (see also 4.2 of this report).

### **NE3: Flood Risk**

The neighbourhood plan cannot amend Government specified submission requirements.



Some of the policy is inconsequential, for example requiring planning practice guidance to be considered (this must be considered anyway).

The policy does not set criteria or thresholds for sustainable drainage features. Waverley Council's concern over this has not been taken into account (see also 4.2 of this report).

#### **NE04: Light Pollution and Dark Skies**

Most lighting does not require planning permission, including external floodlighting where the fittings are not visible. This will limit the impact of the Policy. Nonetheless, it is still worth including.

#### **NE05: Noise Pollution**

It is unclear what the first sentence refers to. The examples in the text following the policy refer to highway works to the existing network, so would often not require planning permission and usually would be outside of the control of developers.

The second part of the policy could be written more effectively in terms of adverse impacts on amenity, also including issues like vibration.

Like many of the Plan's policies, the wording is vague.

#### **ES01: Character and Design**

The policy sets vague requirements for design. It is selective on the aspects of design addressed, especially against the context of the National Design Guide 2021. Other character and design issues are addressed in later policies, rather than in this 'character and design' policy. It is unclear why this is.

The policy makes reference to the Dunsfold Village Design Statement. This is unlikely to be effective, as it assumes that developers and decision makers will read the whole external document and pick out the parts that are important to the Parish Council. This is unlikely to happen in practice.

In addition, the Dunsfold Village Design Statement is largely descriptive, though it does contain some design guidelines. It therefore functions more as an evidence document. It would be far better to pick out the key guidelines from the Dunsfold Village Design Statement and convert them into a carefully drafted policy.

#### **ES02: Landscape and Visual Impact**

It is unclear how ES02 relates to ES01 and there is some cross-over between them. A single integrated design policy may be more effective. As with ES01, the policy sets vague requirements for design. There also appears to be some duplication with other landscape policies in the Plan.

The policy makes reference to the Dunsfold Village Design Statement (see comments on ES01).

### **ES03: Design Standards**

It is unclear how the policies apply together with ES01 and ES02. A single integrated design policy may be more effective and less confusing.

As with ES01 and ES02, the policy sets vague requirements for design. Some of the matters addressed appear to fall outside of planning control.

The policy makes reference to the Dunsfold Village Design Statement (see comments on ES01).

### **Policy ES04: Space Standards**

The Neighbourhood Plan can't apply space standards or apply a policy in an emerging Local Plan – that would require adoption of the emerging Local Plan.

Waverley Council raised the issue of space standards at the Regulation 14 stage.

### **ES05: Public Realm**

It may make the Plan easier to use if ES05 was integrated into a design policy with ES01, ES02 and ES03. An integrated approach to design should be encouraged - the fragmented nature of the design policies may be counter-productive.

Sometimes native species do not offer the best solution from the perspective of climate change and biodiversity. More flexibility could be written into the policy.

### **ES07: Heritage Assets**

The policy mainly repeats national policy and guidance, so is inconsequential. This is a missed opportunity to address heritage issues specific to Dunsfold.

Reference is made to the Dunsfold Conservation Area appraisal, but not to the St Mary's Church Conservation Area appraisal. This was raised by Waverley Council at the Regulation 14 stage, but the issue has not been addressed.

As developers and decision makers will not necessarily pick out the parts of the conservation area appraisals that are most relevant, it would be better to draft policies for the two conservation areas setting more specific character requirements, whilst avoiding being over-prescriptive or suppressing creativity or green design.

### **ES08: Sustainable Design**

Despite the title, this policy is focused on building design and performance only, rather than sustainable design in its wider sense. For example, it does not deal with walkable neighbourhoods (mixed use and pedestrian movement). It may be better to amend the policy title to reflect this narrow focus.

The concerns raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

### **Policy ES09: Areas of Strategic Visual Importance**

The Neighbourhood Plan can't apply a policy in an emerging Local Plan – that would require adoption of the emerging Local Plan.

The concerns over ASVIs raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

### **Policy EB01: Local Employment Space**

Much of the policy repeats earlier policy requirements (noise, air, light, rural), which is confusing. The requirement for no impact is contrary to NPPF policy.

It is unclear how HGVs could be assessed and controlled. This could be redrafted perhaps.

It is unclear how the latter part of the policy would be assessed. It is unclear what 'maintaining the rural environment' means against the context of the policy.

The blanket requirement for on-site parking for employees and delivery vehicles could be non-viable for some small and local businesses or prevent reuse of heritage assets or create harm to the historic environment.

### **Policy EB02: Equestrian Related Development**

It is unclear why equestrian development is being treated differently to some other forms of rural enterprise involving use of open landscape.

### **Policy EB03: Communications**

This is a statement rather than policy and falls outside of the control of developers.

### **Policy EB04: Advertisements**

Concerns over the policy raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

The policy is likely to be deleted at examination stage.

#### **Policy TG01: Highways and Traffic Calming**

The policy deals with traffic management issues largely outside of the control of developers.

The policy supports enhancement of footpaths, but does not address possible harmful impacts of development on footpaths.

#### **Policy TG02: Sustainable Transport**

There appears to be some cross-over with TG01. A single integrated transport policy would be better.

#### **Policy TG03: Car Parking Standards**

It is unclear whether the intention is to modify parking standards, which are likely to be strategic local policy. This could raise issues over general conformity.

The comments made by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

#### **Policy TG04: Improved Bus Services**

The policy addresses services outside of the control of developers.

#### **Policy RL01: Community and Leisure Facilities**

The policy is similar to Local Plan policy LRC1, though setting more vague requirements. It is perhaps unlikely that the intention was to weaken protection of local facilities, but this could be the outcome.

#### **Policy RL02: Retention of Assets of Community Value**

The wording of the policy is quite vague. It is unclear why Assets of Community Value are treated differently to other important community assets.

#### **Policy ID01: Infrastructure Delivery**

The wording of the policy is vague and it is unclear how compliance would be assessed. The policy is likely to be amended or deleted at the examination stage.

#### **Policy ID02: Dunsfold Surgery**

The policy does not include any locational or other requirements or require impacts to be considered.

### **Policy ID03: Mobile Phone Masts**

The scope of the policy is unclear. The policy implies consideration of impacts on landscape, but not other impacts. Many masts are subject to permitted development rights.

### **Policy ID05: Power Supply**

The scope of the policy is unclear. There is no consideration of impacts.

### **Policy ID06: Wastewater Capacity**

The meaning of the first sentence is unclear. The second sentence is a matter for the developer to discuss with the utility service provider.

### **Policy ID07: Renewable Energy**

The scope of the policy is unclear. Impacts to be considered include on landscapes and heritage, but not on amenity. This could support harmful development.

The concerns raised by Waverley Council at the Regulation 14 stage appear not to have been taken into account (see also 4.2 of this report).

## **3.4 Site Allocations**

### **Background**

An AECOM site assessment report was procured through the national neighbourhood planning programme. This includes a RAG analysis, based on whether sites are suitable, achievable and available.

Quite often neighbourhood planning working groups develop their own site selection criteria and then use the site assessment report as the key evidence document in applying this criteria.

In this instance, the working group appears to have rejected the AECOM findings, at least in part, and revisited the RAG analysis, though using different criteria and on an issue-by-issue basis. The working groups site assessment report (March 2021) includes selection criteria to undertake a RAG analysis against various criteria. This has created a blurring between site assessment and application of site selection criteria. Consequently, there are different sets of RAG ratings, prepared using different methodologies. This is very confusing.

## Selection Criteria

The overarching principle is based on landscape character and refers to a prospective decision to extend the AONB. It is unclear how this was used in selecting sites.

**DPSAP1: Scale and Density** – This relates to the size of sites, with preference for sites that could accommodate 10 or less houses. However, the assessment criteria also includes density of built form. Given that this is an assessment of sites rather than actual development proposals, this clearly does not work.

**DPSAP 2: Land Use** - This favours brownfield sites, which reflects the NPPF. It is less clear what the second sentence means (regarding certain uses and landscape character) or how it was assessed. Despite this assessment criteria, the site selection has focussed on greenfield sites. There is inconsistency in the site ratings.

**DPSAP 3: Location and Coalescence:** This is a clear criterion, addressing proximity to the village. One of the selected sites (Wetwood Farm Poultry) is clearly separate from the village, but still given a green rating (at odds with the AECOM finding).

**DPSAP 4: Natural Environment** – This relates to ‘natural environment assets’ and ‘landscape impacts’. It is unclear what ‘additional individual features’ means.

**DPSAP 5: Flood Risk** – This addresses flood risk. All sites are identified as Zone 1.

**DPSAP 6: Heritage** – This addresses impacts on heritage. It does not appear to include settings of listed buildings unless they are in or adjacent to sites. The SEA Environmental report suggest that there are heritage dimensions to all of the sites selected. There is a mismatch with the assessment criteria, which also deals with ‘linear built form’. Also, it fails to take account of possible positive impacts.

**DPSAP 7: Community Facilities and Services** – The assessment criteria focuses on loss of community facilities, rather than the more usual approach of being in walking distance of existing community facilities.

**DPSAP 8: Access and Highways** – This considers safety of access and impact on vehicular movements.

**DPSAP 9: Infrastructure** – The assessment criteria refers to ‘strategic infrastructure provision’. It is unclear what this means, but it is difficult to envisage that development of relatively small sites could have impacts at a ‘strategic’ level.

**DPSAP 10: Deliverable and Developable** – This has different conclusions to the AECOM report, despite issues being identified for some sites.

## Selected Sites

Four sites were included in the submitted (Regulation 15) version of the Plan (one site was dropped from the regulation 14 version). These sites are:

HA1 Alehouse  
HA2: Coombebury  
HA3: Wetwood Farm  
HA4: Springfield

Alehouse, Coombebury and Wetwood were give amber RAG ratings by AECOM. Springfield was given a green RAG rating. The only other site to be given a green RAG rating in the AECOM report was Binhams Lee (which now has planning permission for development).

The working group's report gave RAG ratings against each of their criteria. There are apparent inconsistencies in the assessment of specific sites, including:

- Assumed densities.
- Amber and green RAG ratings given to greenfield or mixed sites (Alehouse, Coombebury, Wetwood), which is inconsistent with the assessment criteria.
- Lack of clarity over how areas of great landscape value informed decisions.
- Assessment of heritage assets assumes negative impacts and fails to consider potential for positive impacts (which could be written into site allocation policies).
- Assessment of heritage assets fails to take account of the wider settings of listed buildings.
- Consideration of community facilities is based on loss, rather than proximity or potential positive impacts on viability.
- Infrastructure assessment appears to be based on sewerage capacity (which is a matter for the developer and utility provider) rather than planning infrastructure requirements.
- Very small sites are still considered to have 'strategic' infrastructure implications, which is clearly unreasonable.
- For Coombebury, there is a statement 'Development on the site would not result in the loss of currently active agricultural land. The land is a woodland plantation'. However, the site is then amber against natural environment.

The report fails to draw conclusions, to justify the sites selected. It states that the analysis was used by the Steering Group 'alongside other information, including public consultation feedback and the Strategic Environmental Assessment process'. However, it is unclear what this entailed in practice. There is a lack of clarity or transparency over how sites were selected.

## Justification for Site Allocations

There are questions over accuracy, consistency, transparency and lack of clear justification for the sites selected. There are risks in proceeding with the Plan on this basis. There is a possibility of deletion of some or all of the site allocations.

It should be noted that two of the sites lie within the settlement boundary, where development is supported anyway.

## 3.5 SEA Recommendations

The AECOM SEA Environmental Report made two specific recommendations:

- *Regarding the biodiversity and geodiversity SEA topic, it is recommended that the DNP outlines specifically how the impacts of development on Ancient Woodland will be mitigated. This is because Ancient Woodland covers a large part of the neighbourhood area, which is regarded as a particularly rich habitat for wildlife and the importance of preserving ancient woodland is recognised by the NPPF (Paragraph 175).*
- *Regarding the landscape SEA topic, it is recommended that the site allocation policies be updated to reflect the need to consider the role of tree/ plantation screening, including reprovision as necessary.*

It should be noted that Policy NE02 deals with woodland, but does not mention ancient woodland. However, the site allocation policies do now include mention of ancient woodland and landscape impacts.

It would appear that the SEA recommendations are reflected in the site allocation policies, but with some inconsistency in policy NE02.



## 4. Plan Submission

### 4.1 The Basic Conditions Statement

The submitted Basic Conditions Statement appears to be fairly thorough, except in one important respect. The list of Basic Conditions in 1.7 and 6.1 does not include the Basic Condition introduced through regulations, relating to habitats and species (see 2.1 of this report). This is a worrying omission, which needs to be rectified.

The statement tests the plan against a list of human rights legislative requirements. It may have been useful to also test the policies against groups with protected characteristics.

### 4.2 Consultation Statement

Regulation 15 of the Neighbourhood Planning (General) Regulations 2012, as amended, sets out the requirements for the Consultation Statement. This includes:

*(2) In this regulation “consultation statement” means a document which —*  
*(a) contains details of the persons and bodies who were consulted about the proposed neighbourhood development plan or neighbourhood development plan as proposed to be modified.;*  
*(b) explains how they were consulted;*  
*(c) summarises the main issues and concerns raised by the persons consulted;*  
*and*  
*(d) describes how these issues and concerns have been considered and, where relevant, addressed in the proposed neighbourhood development plan or neighbourhood development plan as proposed to be modified.*

The submission of the Dunsfold Neighbourhood Plan was accompanied by an ‘Engagement Statement’, which presumably was intended to fulfil the statutory requirement for submission of a consultation statement.

The engagement report includes collective and statistical analysis of support for policies. This is unhelpful and unsuitable as a basis for considering whether or not to modify each of the policies. The most useful basis for such decisions is the reasoning behind each individual comment.

The table setting out the changes made to the Plan addresses the representations collectively and does not explain why specific comments may have led to modifications, or why other comments did not lead to modifications.

A separate 406-page Appendix to the Engagement Statement includes all representations, but no analysis or indication of whether and how the Plan was amended and why.

Waverly Council made very detailed comments on the Plan, but the submitted document failed to address many of the issues raised. It is often unclear whether such comments were considered but that the Parish Council disagreed with them, or whether the Parish Council failed to take account of them.

For these reasons, the submitted 'Engagement Statement' appears to fail to meet the requirement for a 'Consultation Statement' set out in Regulation 15.

With regard to consultation case law, it is likely that the Regulation 14 Consultation met the first three Gunning Principles (see 2.2 of this report). However, the Engagement Statement does not include clear analysis of all representations. This raises doubt over whether the requirement of Gunning fourth principle (conscientious consideration of representations) was met.

## 5. Conclusions and Recommendations

### 5.1 Conclusions

The Neighbourhood Plan has been submitted, but not yet subjected to legal checks. The lack of detail and clarity in the submitted engagement statement raises a serious question-mark over whether the submission meets legal requirements.

Many of the policies in the Neighbourhood Plan are capable of meeting the Basic Conditions, with varying degrees of modification, for example to improve clarity and address ambiguity.

A number of policy deletions are possible, including policies relating to non-planning matters such as highway authority functions and provision of utilities. Given the concerns over the site allocation process, site allocation policies may be vulnerable to deletion. There may also be partial or complete deletion of some policies due to incompatibility with national policies (see 3.3).

The Independent Examination will not consider the likely effectiveness of policies in the development management process. Policies may be successful at examination, but still prove to be ineffective or inconsequential in practice. This is an issue to some extent with several of the policies (see 3.3). Many policies are vague or generic in nature.

### 5.2 Options

At present, the Plan submission is paused, but the plan has not been withdrawn. This means that it remains in the control of the local planning authority, which must make legal checks and then, if the plan meets submission requirements, arrange for the Independent Examination and regulation 16 publicity.

The adequacy of the consultation statement is a key issue, so the Plan may fail legal checks or, if allowed to proceed, then be vulnerable to legal challenge.

The omission of one of the Basic Conditions in the Basic Conditions Statement is also worrying, but could be rectified.

The plan may not be amended by the Parish Council, while it remains submitted. Following the examination, the Plan will only be able to be amended to meet the Basic Conditions and other legal requirements. There will be no opportunity for wider review of policies or sites.

To make more significant changes, including revisiting site allocations, it would be necessary to withdraw the Plan. This would place the plan back in control of the Parish Council. Amendments could then be made to policies and site allocations.

Significant amendments, especially changes to sites allocations, would require the SEA report to be updated. All but very minor changes are likely to require the Regulation 14 Consultation to be repeated. Given the concerns over the Consultation Statement and the way in which representations from the previous Regulation 14 consultation were considered, this may be the safest course of action anyway.

The options are:

**Option 1:** The Parish Council may withdraw the Plan and undertake modifications, including to policies and site allocations. The SEA would then need to be updated. A new Regulation 14 Consultation on the modified Plan would then need to be undertaken. The Plan could then be resubmitted.

**Option 2:** The Parish Council could allow the Plan to proceed in its current form, through legal checks and Independent Examination. The Plan may fail legal checks, primarily due to the limitations of the 'Engagement Statement'. Acceptance of the Plan submission in its current form could create risk of legal challenge. The Independent Examination may result in substantial amendments and deletions to policies and site allocations.

If the plan is not withdrawn, the representations from the previous regulation 14 consultation should be reassessed. This would allow a more detailed and legally compliant Consultation Statement to be prepared and would help to demonstrate Gunning compliance. The new Consultation Statement would then need to replace the 'Engagement Statement' to create a legally compliant submission. Also, it would be advisable to submit additional background documentation to demonstrate how the site selections were made. The inconsistencies in the existing documentation would also need to be corrected.

It has been suggested that amendments could be made without withdrawing the Plan and that a limited Regulation 14 consultation could be run to consult on those changes. This is not the case.

Amendment of the Plan at the examination stage would be limited to the modifications and deletions necessary to meet the Basic Conditions and other legal requirements.

## 5.3 Recommendations

**Recommendation 1:** The safest option would be to withdraw the Neighbourhood Plan. This would allow the issues raised by this report to be addressed.

**Recommendation 2:** Once the Plan is withdrawn, the Parish Council could consider whether to continue with the current site allocations or to re-visit the assessment process. In either case, more robust and transparent justification for site allocations should be prepared to accompany the Plan.

**Recommendation 3:** Once the Plan is revised, the SEA report would need to be updated and the Regulation 14 consultation would then need to be repeated, based on the revised plan.

**Recommendation 4:** The revised Plan could then be approved by the Parish Council and be resubmitted with a valid Consultation Statement and Basic Conditions Statement.

## 6. Contact



### **Urban Vision Enterprise CIC**

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Dunsfold Neighbourhood Plan (Revision)  
Professional Planning Support  
August 2023



# Introduction

This is a proposal to provide professional planning support for the Dunsfold Neighbourhood Plan. This follows on from a review of the current submitted Neighbourhood Plan. The support proposal is based on the assumption that the current plan submission would be withdrawn, to allow the policies and sites to be revised.

# Support Methodology

September 2023 to March 2024

Activity	Description
Support on statutory process, site visits and meeting.	<p>Support in preparing a timed project plan for the revision of the neighbourhood plan and resubmission.</p> <p>In person visit to the area and meetings with the client (September 2023). The site visit would include the village, conservation areas and potential housing sites. Key characteristics of the village, conservation areas and rural landscape would be photographed, to support the preparation of more locally specific policies.</p> <p>On-line meetings with the client and local planning authority.</p> <p>Following updating of the document (see below), advice on statutory process and support in liaising with the local planning authority and/or Locality/AECOM on updating the SEA and resubmission of the Plan.</p>
Policies and sites	<p>Support and advice on reviewing site allocations, including advice on selection criteria. Support in preparing a report to provide clear justification for site allocations.</p> <p>Redrafting of policies. This would involve partial or full redrafting of most policies, with some restructuring and combining.</p> <p>The aim would be to:</p> <ul style="list-style-type: none"> <li>• address issues in meeting the Basic Conditions;</li> <li>• make the policies more locally specific;</li> <li>• set clearer requirements for developers to meet;</li> <li>• incorporate key principles from external documents into policy, including the Village Design document and conservation area character appraisals;</li> <li>• create a more user-friendly document as an effective basis for development management decisions.</li> </ul>
Consultation	<p>Advice and support on undertaking a legally compliant Regulation 14 consultation.</p> <p>Support in considering more complex Regulation 14 representations.</p> <p>Support and advice in the creation of a legally compliant Consultation Statement.</p>

The proposal would involve 14 days of support over the 7 month period.

# Fee and Expenses

## Fee

Urban Vision Enterprise CIC is a social enterprise. The fee level is set at a fixed level for neighbourhood planning work. This is substantially lower than the fees charged by larger consultancies for senior level consultants with comparable skills and experience.

The fee would be £7,700 + VAT.

## Expenses

For the site visit and meeting, there would be additional expenses in the form of overnight accommodation (2 nights), subsistence and train travel. This would cost an estimated £600 + VAT.

# About Urban Vision Enterprise

Urban Vision Enterprise CIC is a professional planning consultancy and social enterprise (Community Interest Company) based in Liverpool and Staffordshire. Urban Vision Enterprise has very extensive experience in neighbourhood planning, including supporting more than 200 plans all around England. These include complex urban areas, rural areas, town and city centres, villages and areas of deprivation.

Urban Vision Enterprise is a partner in the current national Government neighbourhood planning support programme and was also a partner in the previous national programmes. The practice has authored guidance on neighbourhood planning, including the ***Locality Neighbourhood Planning Roadmap Guide***, which is widely used by neighbourhood planning bodies around the country, and the ***National Trust Guide to Heritage in Neighbourhood Plans***.

UVE specialisms include:

- neighbourhood planning
- planning mediation
- heritage-led regeneration and conservation
- urban design, including design review
- community engagement and consultation
- housing needs assessment
- feasibility studies
- project business plans
- community-led projects and development
- training, continuing professional development (CPD) and education
- third sector (not-for-profit) organisational development.

Clients include government at all levels, UK and national professional bodies and membership organisations, funding bodies, local authorities, town and parish councils, neighbourhood forums, third sector bodies and local community groups.

Urban Vision Enterprise is ISO 9001 Registered, a Design Council Corporate Partner and an IHBC recognised historic environment service provider (HESPR) and CPD provider.

The support will be provided by Dave Chetwyn and Hannah Barter (CV's on the following pages).

## Dave Chetwyn, MA, MRTPI, IHBC, FInstLM, FRSA

Dave Chetwyn is Managing Director and Partner of Urban Vision Enterprise and has more than 3 decades' experience in planning and regeneration in the public, private and third sectors.

Other current roles include:

- Chair of the Board of Directors of the National Planning Forum.
- High Street Task Force Expert.
- Design Council Expert / Network Rail Design Advice Committee.
- Associate of the Consultation Institute.

Former roles include:

- Head of Planning Aid England.
- Chair of the Institute of Historic Building Conservation (UK professional body).
- Chair of the Historic Towns Forum (UK membership body).
- Team leader in local Government.

Dave has also acted as a neighbourhood plan independent examiner, consultant heritage specialist for Crossrail (Thames tunnels section) and has appeared as a public inquiry expert witness. He has been a member of various design review panels, including participating in the Design Council's Network Rail Design Advisory Panel. He is the author of the Locality *Roadmap Guide to Neighbourhood Planning* and other guidance, including guides to regeneration, community-led housing and conservation professional practice. He authored parts of BS7913.

Dave has leadership and management experience with UK, national and local organisations and a strong track record in third-sector organisational development. He has advised various Government departments, groups, reviews and Parliamentary select committees on planning, regeneration, heritage, urban design, economic development, state aid and community empowerment. More recently, he has been involved in the establishment of the Conservation, People and Places All Party Parliamentary Group. He has also developed and delivered a range of projects and programmes at national and local levels.

Dave is a Chartered member of the Royal Town Planning Institute, a full member of the Institute of Historic Building Conservation, a Fellow of the Institute of Leadership and Management and a Fellow of the RSA (Royal Society for the encouragement of Arts, Manufactures and Commerce).

## Hannah Barter, BA (Hons) T&CP, Dip T&CP, MAUD, MRTPI

Hannah Barter is a Director and Partner of Urban Vision Enterprise CIC and has 20 years' experience in planning and community development, working in the public, private and third sectors. Her experience and expertise include planning, heritage community projects, land development, arboriculture, urban design, community engagement and environmental education.

Other current roles include:

- Managing Director of D2H Land Planning Development.
- Advantage Creative Board Member.
- Staffordshire University Associate.
- MELA Community Partnership Associate.
- Founder Member Urbanistas Birmingham and West Midlands.

Previous roles include:

- Project Development Coordinator with Urban Vision North Staffordshire.
- Building Manager, Mitchell Arts Centre.
- Chair of the RTPI West Midlands Urban Design Forum.
- Planning Officer (development control) with Rutland County Council.
- Planning Officer (development control) with Lichfield District Council.

Hannah was awarded the Chesterton Zoe Dawson Award in 2002-03 for her work on urban green spaces with Birmingham City Council.

Hannah has successfully developed and delivered numerous planning and community projects and is currently providing direct support to various neighbourhood plan groups across England. Some recent projects include:

- Local List, Gloucester City Council;
- Conservation Area Appraisals Luton Council;
- Local List Review, Barnet Council;
- Marsh Farm Futures Feasibility Study (Housing and Community Centre);
- Edgbaston Community Masterplan;
- Linby Masterplan on Safeguarded Land 'Top Wighay Farm';
- Derby City Council THI (Stage 1 and Stage 2 bids and Phase 3).

Hannah is experienced in addressing funders' requirements, including recording outputs and outcomes, project returns and reporting, and producing financial information (including for auditing). Funders she has worked with include ERDF, Heritage Lottery Fund, Arts Council England, Historic England, and The Design Council.

Hannah is a chartered member of the Royal Town Planning Institute.

# Contact



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**Work Packages to be allocated in consultation with the working parties:**

Revision of the Neighbourhood Plan in accordance with the comments from WBCPPO and in the light of Consultant observations in the areas of

- a) Careful editing to eliminate repetition (C1)
- b) Review and implement accurate terminology and apply consistently throughout the document including Glossary definition as required (C2,)
- c) Resolve and implement a consistent schema for chapter headings, sub-headings and diagrams (C3)
- d) Review Policies to ensure correct expression of Policy requirement and supporting / explanatory text (C4)
- e) Redraft Foreword to reflect a focus on the Neighbourhood Plan as a Statutory Planning Document and eliminating excluded matters and other special pleading (C5)
- f) Compile a comprehensive list of evidence documents including WBCPPO suggestions (C6)
- g) Redraft Introduction to correct inaccuracies and correlate subheadings and associated text. (C7)
- h) Ensure the process by which the finalized documents have been approved by Council is correctly documented (C8)
- i) Determine if the section on Planning Policy Context is necessary (C9)
- j) Review the Vision Statement and Key Planning Principles to improve focus and clarity (C10)
- k) Review the Housing Objectives to ensure they focus on development and as a basis for the policies (C11)
- l) Clarify the evidence and outcomes from community engagement and ensure consistency between evidence documents, outcomes, and policies. (C12)
- m) Consider revision of chapter on "Transport and Getting Around" to focus on topics relevant to and under the control of developers (C13)
- n) Consider revision of the "Recreation, Leisure and Wellbeing Chapter" to focus on Planning Policy matters only and not specific projects or proposals (C14)
- o) Consider revisions of the "Infrastructure and Delivery" Chapter to ensure objectives relate to planning policy. (C15)



## August 2023

<b>Expenditure</b>		
Mr & Mrs WG Goodall	Office rent	180.00
British Telecoms	Phone and broadband	205.50
Citizens Advice Waverley	Grant from 2023/24 precept	1000.00
Dunsfold Parochial Church	Grant from 2023/24 precept	2000.00
Winn Hall	Grant from 2023/24 precept	300.00
Dunsfold Gardens	Strimming	340.00
Dunsfold Gardens	Commons works	815.00
Sage Global Services	Payroll	9.60
		<b>4850.10</b>
<b>Income</b>		
		<b>0.00</b>
<b>Invoices to approve</b>		
Nexus Planning	Neighbourhood plan	2106.00