

IN A LOCAL PLAN EXAMINATION

PURSUANT TO THE PLANNING AND COMPULSORY PURCHASE ACT 2004

BEFORE

PLANNING INSPECTOR MR DAVID REED BSC DipTP DMS MRTPI

IN THE MATTER OF

THE SOUTH NORFOLK VILLAGE CLUSTERS

HOUSING ALLOCATIONS PLAN EXAMINATION

<p>WRITTEN STATEMENT TO ADDRESS THE LIST OF MATTERS ISSUES AND QUESTIONS ISSUED ON 10 OCTOBER 2025 ON BEHALF OF THE BARFORD AND WRAMPLINGHAM PARISH COUNCIL ("BWPC")</p>

Introduction

1. These written submissions address the list of matters, issues and questions to be addressed during the examination and follows the structure of the List of Matters Issues and Questions (MIQs) to be addressed during the examination. The statement is made on behalf of BWPC but has been contributed to by members of the wider community both within BWPC parishes and outside.
2. As indicated in the Examination Guidance note, the purpose of this statement is not to duplicate Rule 19 consultation responses which have already been made but rather:-
 - (i) to respond (and where the issue is factual) to rebut, matters raised by the Council in its April 2025 Consultation responses to the concerns raised by BWPC with regard to the proposed housing allocations; and

(ii) to address specifically the MIQs identified by the Inspector.

3. The outcome that BWPC would urge upon the Inspector in the course of his examination is:-

- (i) To conclude that the Council has not adequately complied with the duty to cooperate (with respect to Cluster 4); and/or if it has,
- (ii) That, with respect to Cluster 4: that:
 - (a) The allocation BAR1: land at Cock St and Watton Road (20); and/or
 - (b) The allocation BAR2: Land at Chape St (40); and/or
 - (c) the determination of settlement limits

is unsound in a number of ways and it is not possible to further modify the plan to make it legally compliant or sound and the plan, or that part of the plan, viz. the allocations BAR1 and BAR2 within Cluster 4 be withdrawn from the plan.

MIQs

Matter A: Question 3: Has the Council complied with the duty to cooperate with regard to Cluster 4?

4. The specific submission that the BWPC make is that the preparation of the plan with regard to Cluster 4 has not complied with the Council's Statement of Community Involvement. BAR2 was significantly amended following the initial submission phase. There was no discharge of the SNDC duty of community involvement with respect to the amended BAR2 with no proper discussion or involvement of the local community. By the time of the Rule 19 the allocation was simply presented as a *fait accompli*, without SNDC seeking to engage the local community including the Parish Council as to the viability of its proposals. Had it done so SNDC would quickly have understood not

only that there was no public support for the allocation but that for the allocation to be deliverable it would require the surrender or disposal of all or part of a 99 year lease (35 years of which remain) which is held by the Barford Village Hall Committee and can only be disposed of following a referendum of the persons in the area of benefit. The failure to discharge the duty to co-operate has resulted in an allocation that is unsound and undeliverable. It is not possible to remedy this failure to discharge the duty to co-operate.

Matter B: Consistency of the plan with the requirements of GNLP, the process for allocating sites between and within clusters, and the criteria for defining settlement limits

5. BWPC join common cause with other community groups in the Wymondham area in submitting that the allocation of sites between clusters has resulted in a disproportionate allocation of housing to the north of Wymondham but in the absence of the relevant infrastructure to support such allocations. It is yet to be clarified why there is such a disproportion in allocations.

Matter C: Allocations and Settlement Limits

- a) **Has the site been allocated previously or is it a new allocation**

BAR 1 and BAR 2 are understood to be new allocations.

- b) **Does the site have planning permission and/or are there current applications under consideration**

6. Both BAR1 and BAR2 are new allocations. The previous allocation at Church Lane has been deemed undeliverable. The reason it is understood that it was removed from the allocation was that there were problems with access. The BWPC understand it is to be removed from the allocation even though in fact, so far as the BWPC understand the position, planning permission is currently being pursued for further development at that location which has been used or is said to be used as a Glamping site.
- c) **What the land is currently used for, what is its ownership position, and is the site currently being promoted by a developer? Are there any site occupiers/leaseholders who would be affected, if so, how.**

VBAR1

7. VBAR1- this land is currently used as a garage and is owned by *[name redacted]*. The owner has repeatedly assured garage staff and the leaseholder, that no development will occur while he is alive. The existing lease arrangements include:-
- Garage lease – subject to a lease until November 2027, with no remaining break clause. This means the site cannot be vacated or redeveloped without breaching a binding lease agreement.
 - Office leases are on a rolling monthly lease and are fully occupied.
8. In addition, there is likely to be significant adverse Employment and Economic Impact:
- Garage employment: The garage employs 6-7 full time staff, plus part-time workers and contractors.

- Relocation claim rebuttal: The occupiers/leaseholders dispute the suggestion that the claim that garage staff could relocate to the Barford industrial site not least because:-
 - The site is not equipped for garage operations (no lifts, bays, or tools).
 - The owner the industrial site has explicitly refused car-related tenants.
9. There are in addition Environmental and Heritage constraints:-
- The presence of underground petrol tanks raises environmental remediation concerns and may require investigation under contaminated land regulations.
 - Burning history: The site also has a burned waste history about a year ago and may be subject to restrictions on development under environmental law.
 - A listed building directly opposite the field, triggering significant heritage impact considerations.

VBAR2

10. VBAR2- the allocation proceeds on the premise (as informed by Highways) that the only feasible route of access to the intended area of housing development is by creating an access road through the current recreation ground, (part of the site allocation) and
- (i) The current village hall will need to be demolished to make way for the access road
 - (ii) a new village hall will be built on part of the current playing field.
 - (iii) attenuation ponds will also be located on the current playing area.
11. The site is being promoted by a developer. The land which forms part of the allocated site and at least part of which is required for access to the site is subject to a 99-year lease and is held by the Barford Village Hall Committee exclusively for charitable purposes. The terms of the lease make clear that no part of the land may be “assigned,

underlet or parted with" and makes specific provision for the circumstances in which the Trustees may decide to discontinue the use of the Trust property¹

12. The BWPC attach a copy of the lease and Leading Counsel's advice on the effect of the terms of that lease. It is clear from Clause 15 of the Second Schedule to the lease (attached) that the lease prohibits disposal by the Trustees of the Trust property "*or any part of it*", without a majority vote by the inhabitants in the area of benefit. In other words, a community vote suitably notified and advertised must result more than 51% of the inhabitants in the area of benefit being in favour of the said disposal. Specifically:

- (i) The Trustees hold the land on Trust **subject to** the powers and provisions set out in the Second Schedule to the Lease.
- (ii) The Second Schedule provides that the Trust Property shall be held on Trust for the purposes of a Playing Field and Village Hall for the use of the inhabitants of the Parishes of Barford and Wrampingham (the area of benefit) and in particular for use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants.
- (iii) By clause 3(j) of the lease the Trustees jointly and severally covenant **not to assign, underlet or part with the possession of the premises or any part thereof**, save that the Trustees may underlet for fetes exhibitions competitions sports and other occasions.
- (iv) By clause 15 of the Second Schedule, if the Committee by a majority decision decides at any time that on the ground **of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated** it shall call a Meeting of the inhabitants of the age of Eighteen years or upwards of the area of benefit of which Meeting not less than

¹ which is defined in the lease as "*the property hereby demised*", which by the First Schedule is: "*All those two pieces of land situate in the Parish of Barford in the County of Norfolk being parts of Ordnance Survey Number 148 as the same contain 5.400 acres and are delineated on the plan annexed hereto and thereon edged with the colours red and blue*"

fourteen days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust property and advertised in a newspaper circulating in the area of benefit and if such decision **shall be confirmed by a majority of the such inhabitants present at the meeting** and voting the Committee may, with the consent of the Minister of Education, let or sell the Trust Property or any part thereof.

13. Based on attendance and representations made at a number of BWPC meetings and the evidence attached to this submission (some of which was submitted as part of the process of consultation) the BWPC consider that it is highly unlikely that were such a community vote called at a meeting by a majority of the Trustees, then there would be a majority of inhabitants in the area of benefit (viz. Barford and Wrampingham parishes) in favour of disposal of the lease or any part thereof. The inspector is specifically referred to:

- (i) letter dated 7th October 2024 enclosing petition from 93 residents against the allocation of housing at VBAR2.
- (ii) Flyer in relation to the petition identifying the land in question
- (iii) BWPC response of 17 September 2024
- (iv) Petition (undated) but signed by 34 signatures on 24th September 2024
- (v) Outline preliminary design of development (not final) shown to residents by the developer.

14. The South Norfolk District Council response on these issues contains a number of inaccurate and misleading statements. It is not known from whom some of the (mis)information which has been used in the Council's response has emanated. From the BWPC's point of view the Council's position is entirely untenable and

unsubstantiated. In particular, the following statements are either false or materially misleading:-

- (i) *"The playing field is often water-logged, therefore currently limiting its use".*
That is simply not true. The playing field is not *"often waterlogged"*. To the extent that a corner of the field nearest Chapel Street becomes waterlogged after heavy rain this does not limit the use of the playing field for its charitable purposes viz. leisure pursuits (e.g. dog walking) football, cricket and other games.
- (ii) *"Whilst there is over 35 years currently left on the village hall lease the shortening time period **makes it increasingly difficult** for the Village Hall Committee to secure grants for maintaining and improving the facilities in the longer term."* This statement (emboldened) is simply false. Only this year, the Village Hall Committee were awarded £10.5k by the National Lottery to cover the full costs of a new kitchen. It was only because of the ongoing uncertain nature of the Village Hall's future caused by VCHAPS that this was not accepted and returned.
- (iii) Moreover, there are 35 years left of a 99 year lease i.e. more than one third. Not only is the grass cutting paid for annually by the BWPC, but there have, to the BWPC's knowledge, been no particular difficulties either raising funds or obtaining grants for the improvement of the facilities. Most recently the children's playground (which is very popular) was very substantially refurbished through a charity fundraising initiative and received funds from the community and from BWPC, and was part funded by grants from the local authority.
- (iv) *"in terms of the lease, the proposed allocation policy makes clear that there should be continuity of use between the current and new village halls, as such the site promoters [not identified] do not consider the clause in the lease requiring a community referendum would be invoked."* This is again

simply false or based on a serious misunderstanding by the Council or the site promoter. Any disposal of any part of the land held by the Trustees invokes the clause in the lease requiring a community vote. BWPC's experience from a number of community meetings to discuss the VCHAP is that the vote has been in the past and would be in the future very strongly against disposal. (see the evidence referred to below and attached including the petition evidence).

- (v) The allocation is undeliverable without part of the land being used for an access road. This reality appears to be accepted in the South Norfolk response where it is stated: *"Whilst the development of the land to the north would require an access road along the western side of the playing field"*. In fact, this proposed route exits through the current carpark entrance, and is in close proximity to the recently refurbished and reconstructed play area. So far as the BWPC understand the proposal there is no means of accessing the site intended for housing unless or until there is an access route across the recreation ground in some shape or form. A copy of a preliminary design that was shown to the Parish Council is also attached which shows how unworkable the proposal is. The majority of village as demonstrated by the evidence of the petitions is not willing to give up any part of the recreation ground for development. (which is owned and held on Trust by the Trustees for charitable community benefit not housing development.

- (d) **Is the site sustainably located to village services and facilities.? Where is the nearest (a) primary school; (b) convenience shop; (c) village hall; and (d) recreation ground (e) other key facilities. How accessible are thee for walkers and cyclists, in the case of walkers for example by continuous footways.**

15. The nearest shop and doctor is over 4 miles away (Hethersett). There are less than 0.5 miles of pavement and the only roads are narrow roads not suitable for high frequency car movements as would be the case with the proposed allocation.
16. The allocation site is located on and requires use of the current recreation ground which has been left on Trust to the community for community benefit. It is entirely unacceptable to allocate this land for development. There is an emerging neighbourhood plan for Barford and Wramplingham which intends to designate as dedicated green space.
17. Moreover, it is likely that the emerging neighbourhood plan will allocate sites for development including housing. The relevant Government Guidance <https://www.gov.uk/guidance/neighbourhood-planning--2>
18. That same guidance explains:

“An emerging neighbourhood plan is likely to be a material consideration in many cases. [Paragraph 48](#) of the revised National Planning Policy Framework sets out that weight may be given to relevant policies in emerging plans in decision taking. Factors to consider include the stage of preparation of the plan and the extent to which there are unresolved objections to relevant policies. “

19. The same guidance also explains:-

“If a local planning authority is also intending to allocate sites in the same neighbourhood area the local planning authority should avoid duplicating planning processes that will apply to the neighbourhood area. It should work constructively with a qualifying body to enable a neighbourhood plan to make timely progress. A local planning authority should share evidence with those preparing the neighbourhood plan, in order for example, that every

effort can be made to meet identified local need through the neighbourhood planning process.

20. This key engagement is the way properly to allocate sites within the Neighbourhood Plan area rather than foisting on the local community a development that they do not want in a place they do not want it.

(e) Would the landscape and other physical impacts of the housing allocation be acceptable? Would it be acceptable in relation to the character and appearance of the area? How does it relate to the existing built-up area of the settlement? Are there any other significant constraints?

21. The physical impacts would not be acceptable in terms of character and appearance, it would present a flood risk, a traffic and road safety risk and an impact on the landscape. Moreover, VBAR2 would push the settlement limit right out into the Yare valley. The development would be visible from miles away from the other side of the valley

(f) Is the access and site acceptable in highway term

22. The BWPC say no for reasons already given

(g) Is the estimate of the site capacity justified.

23. Yes probably but the site is not deliverable.

(h) Are the site-specific requirements for development of the site justified, consistent with national policy and would they be effective.

24. No, they are contrary to NPPF and undeliverable and hence unsound.

- (i) **Would development of the site be viable, including the delivery of policy compliant affordable housing.**

25. No, and no.

- (j) **Overall, is the site deliverable within the plan period. When is the development likely to commence? Has the landowner/developer confirmed this?**

26. No. The site is not deliverable for reasons given above.

Settlement limits

- (a) Are the settlement limits proposed suitable and justified given their policy function.
- (b) Where changes to settlement limits are proposed are these
- (i) Justified by development on the ground
 - (ii) Where potentially allowing further development that development would be in a suitable location relative to services and facilities, would not harm the character and appearance for the area and would not have any other adverse planning effect.
 - (iii) Should any other settlement limits be included in the plan to reflect other hamlets or existing areas of development in the cluster.

27. To the extent the settlement limits are changed by the proposed allocation they are objected to for the reasons given above. They are not justified, and would harm the character and appearance of the area. The settlement limits and the appropriate development can and should be developed by South Norfolk District Council only by proper cooperation and consultation with the BWPC and the emerging Neighbourhood Plan. This has not been done.

Served by Barford and Wramplingham Parish Council

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