CharlesRussell Speechlys

DATED 6th September 2023

STATUTORY DECLARATION

relating to planning permission 17/05672/FUL

I ALEXANDER JAMES HUNT of Town Quay Developments Limited (Company number 05268419)) of Calpe House, 7a St Thomas Street, Winchester, Hampshire, SO23 9HE (**Town Quay**) do solemnly and sincerely declare that:

1 I make this Statutory Declaration from facts within my own knowledge except where otherwise stated. Where information was passed to me by any other person I identify the source of my information and believe it to be true.

2 This Statutory Declaration is made in respect of Land West of Forest Lane, Forest Lane, Chippenham SN15 3PX as shown edged red on the location plan appended at Exhibit AH1 (**Property**).

3 The Property is owned by Chippenham Limited (Company number: 04489898) (of which the applicant, Satbir Singh Ahluwalia, is a company Director), who instructed Town Quay as Project Managers and Development Managers to oversee the full implementation and construction related works at the Property.

4 I have worked for Town Quay for 18 years and I have been the Development Manager of the Property since 2016.

Planning permission

5 Planning permission for the erection of 6 no. residential units including landscaping, highways layout and related works was granted on appeal on 3 July 2018 reference 17/05672/FUL in relation to the Property (**Permission**) (appended at Exhibit AH2).

6 Condition 1 of the Permission states that "*the development hereby permitted shall begin not later than 3 years from the date of this decision*" i.e. by 3 July 2021.

7 Town Quay (at the time operating under its previous name of MacNiven Quays Limited) obtained confirmation from Wiltshire Council by way of notice of discharge that the following conditions of the Permission have been discharged (these include all pre-commencement conditions 3, 4, 11, 12 and 15 specified in the Permission). I was the acting Director at Town Quay overseeing all project related matters at the time these applications were prepared, submitted and discharged:

Date of application	**Date of approval**	**Notice of Discharge reference**	**Conditions Discharged**
5 May 2021	24 June 2022	PL/2021/04807	3 (sample panel materials) 11 (surface water discharge scheme) 12 (sewage disposal details)

			13 (drainage maintenance details) 15 (construction method statement)
7 May 2021	12 July 2021	PL/2021/04853	4 (hard and soft landscaping scheme)

8 As can be seen from the above table, all applications to discharge the pre-commencement conditions were submitted before the Permission expired on 3 July 2021.

9 The pre-commencement conditions were then subsequently discharged, as per the discharge notices appended at Exhibits AH3 and AH4.

The works

10 On 30 June 2021 works were undertaken at the Property consisting of the installation of a strip foundation with a length of 6m within a trench of no less than 1,450mm depth and 1,000mm width in the position of the rear wall footing of the dwellinghouse on "Plot 3" (**Works**) as shown on the time stamped photos at Exhibit AH5.

11 Condition 2 of the Permission requires the development to be carried out in accordance with various approved plans, including P101 Revision H and P104 Revision B (appended at Exhibits AH6 and AH7). The Works are referrable to these approved plans, as illustrated on the drawing entitled "Rear Wall Footing Plot 3" with reference W01604-220 Revision P01 (appended at Exhibit AH8).

12 I instructed the building contractor, David Horton Contractors Limited (**David Horton**), to undertake the Works on 30 June 2021, in accordance with the drawing appended at Exhibit AH8. The works order between Town Quay (operating under its previous name MacNiven Quays Limited) and David Horton dated 23 June 2021 and signed by me, is appended at Exhibit AH9.

13 I was in attendance for the duration of the Works being carried out at the Property on 30 June 2021 and I took the time stamped photos at Exhibit AH5. My role on the day as Development Manager was to oversee and document the Works. The Works sequence comprised of procuring the Property, clearing vegetation, excavating the trench and installing the foundation as specified on the drawing appended at Exhibit AH8. The trench was then back filled and made good, with the Property left in a clean and tidy condition on completion. To undertake the Works, David Horton used construction vehicles comprising an excavator and a wheel loader.

I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by ALEXANDER JAMES HUNT [redacted]

at

on this 6 day of September 2023

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Before me: Emma Ellington (SRA 475210)

Signed [redacted].....

A solicitor/ ~~Commissioner for oaths~~

EXHIBIT AH1

This is the Exhibit marked "Exhibit AH1" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited. on this 6th day of September 2023

Before me Emma Ellington (SRA 475210) [redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY



AR DESIGN STUDIO LTD
CALPE HOUSE
LITTLE MINSTER ST
WINCHESTER
SO23 9HB

T. 01962 864545
E. INFO@ARDESIGNSTUDIO.CO.UK
WWW.ARDESIGNSTUDIO.CO.UK

Crown Copyright. All rights reserved. Licence no. 100019980

LOCATION PLAN
SCALE 1-1250

0 , 10 , 20 , 30 Metres

Copyright: All rights reserved. This drawing and design must not be reproduced without permission. Dimensions are in millimetres unless specified. Only written dimensions to be worked from. Do not scale from this drawing.

Job title: Goldenley				
Drawing title: Location Plan				
Status: Planning				
Drawn by	Checked by	Date: 01/02/2017	Scale at A3: 1:1250	Scale at A2
Job No.: 723		Dwg No.: P000		Revision: A

EXHIBIT AH2

This is the Exhibit marked "Exhibit AH2" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210) [redacted]

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Solicitor/~~Commissioner for Oaths~~

The Planning Inspectorate

Appeal Decision

Site visit made on 22 May 2018

by Rory Cridland LLB (Hons), Solicitor

an Inspector appointed by the Secretary of State

Decision date: 3 July 2018

Appeal Ref: APP/Y3940/W/17/3191613
Land West of Forest Lane, Forest Lane, Chippenham SN15 3PX

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by Mr Alex Hunt, MacNiven Quays Ltd against the decision of Wiltshire Council.
- The application Ref 17/05672/FUL, dated 12 June 2017, was refused by notice dated 5 October 2017.
- The development proposed is the erection of 6no. residential units including landscaping, highways layout and related works.

Decision

1. The appeal is allowed and planning permission is granted for the erection of 6no. residential units including landscaping, highways layout and related works at Land West of Forest Lane, Forest Lane, Chippenham SN15 3PX in accordance with the terms of the application, Ref 17/05672/FUL, dated 12 June 2017 subject to the conditions set out in the attached Schedule.

Preliminary Matters

2. The appellant submitted plans with the appeal that did not form part of the planning application determined by the Council ("the Additional Plans"). These plans relate mainly to landscaping and ecological enhancements. I have considered the Additional Plans under the principles established by the Courts in *Wheatcroft*[1]. In view of the fact that they have not been the subject of formal consultation, I believe that considering them as part of the present appeal would deprive those who should have been consulted on the change, the opportunity of such consultation. I have therefore determined the appeal on the basis of the plans submitted with the original application and not the Additional Plans.

Application for costs

3. An application for costs was made by Mr Alex Hunt, MacNiven Quays Ltd against Wiltshire Council. This application is the subject of a separate Decision.

Policy Background and Main Issues

4. Core Policy 57 of the Wiltshire Core Strategy[2] (CS) requires a high standard of design in all new development which draws on local context, is complementary to the locality, responds positively to the existing townscape and landscape features and has regard to the impact on the amenities of existing occupants.

[1] Bernard Wheatcroft Ltd v Secretary of State for the Environment (1982) JPL 37.
[2] (2015).

5. The Council has raised a number of concerns with the overall design of the scheme and the effect it would have on the living conditions of occupiers of neighbouring properties in respect of outlook and privacy. These concerns are echoed by a number of local residents as well as Chippenham Town Council.

6. Accordingly, the main issues are the effect of the proposed development on:

   (i) the character and appearance of the surrounding area; and

   (ii) the living conditions of occupiers of neighbouring properties with particular regard to outlook and privacy.

Reasons

Character and appearance

7. The appeal site is located at the end of Forest Lane, a no-through-road for vehicles but which provides pedestrian access between Lodge Road and Cricketts Lane. It is located close to Chippenham Town Centre with the surrounding area characterised by mostly 2 storey residential dwellings of late 20th century design. It forms part of a narrow strip of open green space bounded by a number of trees and some dense vegetation along its western boundary. This provides a strong visual barrier between the site itself and the residential properties on Carpenter Close and Tanner Close.

8. The proposal would involve the erection of six residential dwellings all with allocated parking and rear gardens. The Council has raised a number of concerns regarding the design of the proposed dwellings including the unusual mix of fenestration patterns, irregular window sizes, cramped plots and small gardens as well as the amount of landscaping proposed. They argue these design elements would be significantly at odds with the appearance of other dwellings in the immediate locality.

9. I do not agree. Their contemporary design and large window openings would provide an interesting and attractive front elevation incorporating high quality materials. Furthermore, their layout, roof form, plot sizes and garden space would be reflective of those found within the surrounding area. While I note the arrangement and sizes of windows would differ to that of the mostly late 20th century dwellings located nearby, there would be limited intervisibility and they would be seen within the context of the wider contemporary development.

10. Moreover, although Unit 3 would be higher than many of the properties found in the wider area, in view of the site's self-contained nature any impact would be localised. It would be most visible from Forest Lane itself, from where it would be seen within the context of the development and would appear well integrated into its surroundings. While I acknowledge the contemporary appearance of the dwellings would differ to others nearby, I do not agree that they would appear significantly at odds with the established character of the surrounding area. Rather, its ordered design and use of high quality materials would create an attractive and interesting street scene which would positively contribute to the surrounding area.

11. The Council has also raised some concerns regarding the loss of important views into the site and the landscape impact of the proposal. However, it recognises in its written evidence that the site does not sit within any formally designated landscape and is not given any specific protection within the

development plan. While I accept that the appeal site presently provides some welcome visual relief, it is very much self-contained and there is no robust evidence which would demonstrate that its loss would have any material impact on the character or appearance of the wider surroundings.

12. Consequently, I find the proposal would represent a high standard of design which would be complementary to the locality and would respond positively to the existing townscape including in terms of layout, built form, height, mass and elevational design. As such, I find no conflict with Core Policy 57 of the CS in this respect.

Living Conditions

13. The Council's concerns regarding living conditions centre on the separation distances between the proposed dwellings and the existing residential properties located to the west. In particular, it is concerned that their proximity to the neighbouring dwellings along Carpenter Close and Tanner Close would negatively impact on the privacy of the occupiers of these dwellings as well as raising concerns that Unit 1 would result in unacceptable levels of outlook for the occupiers of Nos 3 & 4 Carpenter Close.

14. There is no guidance in the development plan as to what would be an acceptable separation distance between the rear elevations of residential properties. However, the plans indicate that the distances proposed would be comparable to those found in the surrounding area. Furthermore, many of these existing properties are already overlooked and I note that Units 2 to 5 would have only one window at first floor level in their western elevations. This, coupled with the proposed orientation, would go some way to ensuring that levels of privacy were comparable to those found nearby.

15. Likewise, in relation to outlook, while I note that views from Nos 3 & 4 Carpenter Close would alter, Unit 1 would be around 16 metres away from the rear elevations of these neighbouring properties. This would be sufficiently distant so as not to appear overbearing or materially affect the outlook for the occupiers of those neighbouring dwellings. While I note the Council's suggestion that these are existing relationships and the proposal is introducing something new, I am not persuaded that this provides sufficient reason to withhold permission.

16. Consequently, for the reasons set out above, I do not consider the proposal would result in unacceptable levels of outlook or privacy for neighbouring occupiers. As such, I find no conflict with Policy 57 of the CS which, amongst other things, seeks to guard against such harm.

Other Matters

17. I have had regard to the comments of Chippenham Town Council and local residents made both at the application stage and as part of this appeal. Those which relate to the effect on the character and appearance of the area and the living conditions of occupiers of neighbouring properties have been taken into account above.

18. While I note the various concerns regarding the effect on highway and pedestrian safety, the Council's highways consultee has raised no concerns in this respect and that this does not form part of the Council's reasons for refusal.

19. I am mindful that noise during construction may cause some disturbance to neighbouring occupiers. However, this will be short lived and there is nothing to indicate that there would be any ongoing noise or disturbance generated by the proposed scheme. Similarly, while I note the concerns raised regarding ecology, there is no robust evidence which would indicate that the site is of any ecological value or that the scheme would endanger local wildlife populations.

20. In terms of the concerns raised regarding continued use of the pedestrian access through the site, the plans indicate that this will be maintained and I do not consider there would be any harm in this respect. In addition, while I note the various comments made regarding the closure of the care home, this is not a material planning consideration in this appeal.

Planning Conditions

21. The Council has not provided a list of planning conditions as part of this appeal which it considers would be appropriate in the event that planning permission was to be granted. However, I note that there are a number of conditions proposed as part of the planning officer's report to committee and some further conditions have been suggested by the appellant.

22. In addition to the standard commencement condition, a condition requiring the development to be carried out in accordance with the approved plans is necessary in order to provide certainty. Likewise, a condition in respect of the materials to be used in the external surfaces is necessary in order to ensure the dwellings integrate well with the surrounding area. Conditions in respect of landscaping are appropriate to ensure that suitable landscaping is provided while conditions seeking to protect existing trees are necessary in order to ensure they are not harmed during construction and in the interests of neighbouring amenity.

23. A condition requiring the access, turning area and parking spaces for the dwellings to be provided before occupation is necessary in the interests of highway safety. A condition in relation to the storage of refuse is appropriate in the interests of public health and neighbouring amenity as is a condition in respect of lighting.

24. Conditions in respect of the disposal of foul and surface water are required to ensure that the proposal provides satisfactory drainage as is a condition in respect of long term maintenance of any parts of the drainage system that will not be adopted. A condition in respect of energy performance is necessary in order to help meet the aims of Policy CP41 of the CS while a condition requiring the submission and approval of a construction method statement is necessary to minimise the impact of the development on local residents and in the interests of highway safety. In addition, a condition requiring the first floor windows in the western elevation of Units 1 and 6 to be obscured glass and non-opening below a height of 1.7m is necessary in order to ensure that privacy levels are not unduly compromised.

25. However, the National Planning Policy Framework advises that conditions should only restrict national permitted development rights where there is a clear justification for doing so. I am not satisfied that the Council's suggested condition removing many householder rights is necessary as no detailed explanation for it is given. Likewise, in view of the comments of the Council's

highways consultee, I do not consider the appellants suggested condition in relation to additional highway safety measures is necessary as no specific risks have been identified in that respect.

26. A number of these conditions need to be discharged before work commences on site as they relate to matters which need to be resolved on a fully coordinated basis.

Conclusion

27. For the reasons set out above, and having had regard to all other matters raised, I consider that the proposal is in accordance with the Development Plan as a whole and, accordingly, I conclude that the appeal should be allowed.

Rory Cridland

INSPECTOR

SCHEDULE

Conditions:

1) The development hereby permitted shall begin not later than 3 years from the date of this decision.

2) The development hereby permitted shall be carried out in accordance with the following approved plans:

P000 Revision A; P001 Revision A; P101 Revision H; P102 Revision A; P103; P104 Revision B; P105; P106 Revision C ;P107; P110; P111; P112; P113 Revision A; M379/7 Revision B; W01604-150 P04; and 6133/ ASP2.0 Revision E.

3) No development of a building/s shall take place until a sample panel of the materials to be used in the construction of the external surfaces shall have been prepared on site for inspection and approved in writing by the local planning authority. The sample panel shall be at least 1 metre x 1 metre and show the proposed material, bond, pointing technique and palette of materials (including roofing, cladding and render) to be used in the development. The development shall be constructed in accordance with the approved sample, which shall not be removed from the site until completion of the development.

4) No development shall commence until there shall have been submitted to and approved in writing by the local planning authority a scheme of hard and soft landscaping. The scheme shall include indications of all existing trees and hedgerows on the land identify those to be retained and set out measures for their protection throughout the course of development. The landscaping works shall be carried out in accordance with the approved details and in accordance with the agreed implementation programme.

5) All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

6) All the trees shown in the landscaping scheme as "to be retained" shall be protected by strong fencing, the location and type to be previously approved in writing by the local planning authority. The fencing shall be erected in accordance with the approved details before any equipment, machinery or materials are brought onto the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed within any fenced area, and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written consent of the local planning authority.

7) If any retained tree is cut down, uprooted or destroyed or dies another tree shall be planted at the same place and that tree shall be of such size

and species and shall be planted at such time as may be specified in writing by the local planning authority.

8) No fires shall be lit within 10 metres of the nearest point of the canopy of any retained tree.

9) No dwelling shall be occupied until the access, turning area, and parking spaces for that dwelling have been constructed in accordance with the details shown on the approved plans. These areas shall be kept free from obstruction and retained for such purposes thereafter.

10) No dwelling shall be occupied until details of the storage of refuse, including details of location, size, means of enclosure and materials, have been submitted to and approved in writing by the Local Planning Authority, and; the approved refuse storage has been completed and made available for use in accordance with the approved details. The approved refuse storage shall thereafter be retained.

11) No development shall commence on site until a scheme for the discharge of surface water from the site (including surface water from the access/driveway), incorporating sustainable drainage details, has been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until surface water drainage has been constructed in accordance with the approved scheme.

12) No development shall commence on site until details of the works for the disposal of sewage including the point of connection to the existing public sewer have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be first occupied until the approved works have been fully implemented in accordance with the approved details.

13) Details for the long term maintenance arrangements for any parts of the drainage system which will not be adopted (including ditches, permeable paving and land drains) are to be submitted and approved in writing by the Local Planning Authority prior to the first occupation of any of the dwellings hereby permitted. The submitted details should specify the responsibilities of each party for the implementation of the SUDS scheme, a timetable for implementation, provide a management plan and maintenance plan for the lifetime of the development which should include arrangements for adoption by any public authority or statutory undertaker and any other arrangement to secure the operation of the scheme throughout its life time. The management and maintenance arrangements shall be carried out in accordance with the approved details over the period specified.

14) The dwellings hereby approved shall achieve a level of energy performance at or equivalent to Level 4 of the Code for Sustainable Homes. No dwelling shall be occupied until evidence has been issued and submitted to, and approved in writing by, the local planning authority certifying that this level or equivalent has been achieved.

15) No development shall commence on site (including any works of demolition), until a Construction Method Statement, which shall include the following:

a) the parking of vehicles of site operatives and visitors;

b) loading and unloading of plant and materials;

c) storage of plant and materials used in constructing the development;

d) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;

e) wheel washing facilities;

f) measures to control the emission of dust and dirt during construction;

g) a scheme for recycling/disposing of waste resulting from construction works;

h) measures for the protection of the natural environment; and

i) hours of construction, including deliveries;

has been submitted to, and approved in writing by, the Local Planning Authority. The approved Construction Method Statement shall be complied with in full throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved Construction Method Statement.

16) No external lighting shall be installed on site unless details of such lighting, including the intensity of illumination and predicted lighting contours, have been first submitted to, and approved in writing by, the Local Planning Authority prior to first occupation/use of the site. Any external lighting that is installed shall accord with the details so approved.

17) The windows to be created in the first floor, western elevation of Units 1 and 6 shall be glazed in obscure glass and shall be non-opening below a height of 1.7 metres measured from the internal finished floor level and shall be retained as such thereafter.

END OF SCHEDULE

EXHIBIT AH3

This is the Exhibit marked "Exhibit AH3" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210) [redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Wiltshire Council

Development Services
Wiltshire Council
Tel: 0300 456 0114
Email:developmentmanagement@wiltshire.gov.uk
www.wiltshire.gov.uk

24 June 2022

Dear Sir/Madam

Discharge of Condition

Application No:	PL/2021/04807
Proposal:	Discharge of conditions 3, 11, 12, 13 & 15 on 17/05672/FUL
Site Address	Goldenley Care Home, Forest lane, Chippenham, SN15 3YQ
On Behalf of	Town Quay Developments Limited

Thank you for your recent request to discharge conditions related to the above.

I can confirm that the details submitted as listed below satisfy condition 3 the above planning decision. The agreed details are:

Material Schedule (received 06/05/2021)

I can confirm that the details submitted as listed below satisfy condition 11 the above planning decision. The agreed details are:

Planning Discharge Report Foul and Surface Water Drainage W01604 Rev B dated March 2022 (received 25/03/2022)

I can confirm that the details submitted as listed below satisfy condition 12 the above planning decision. The agreed details are:

Planning Discharge Report Foul and Surface Water Drainage W01604 Rev B dated March 2022 (received 25/03/2022)

I can confirm that the details submitted as listed below satisfy condition 13 the above planning decision. The agreed details are:

Planning Discharge Report Foul and Surface Water Drainage W01604 Rev B dated March 2022 (received 25/03/2022)

I can confirm that the details submitted as listed below satisfy condition 15 the above planning decision. The agreed details are:

Construction Method Statement Rev1 dated April 2021 (received 06/05/2021)

List of conditions discharged by this request. (5)

3) No development of a building/s shall take place until a sample panel of the materials to be used in the construction of the external surfaces shall have been prepared on site for inspection and approved in writing by the local planning authority. The sample panel shall be at least 1 metre x 1 metre and show the proposed material, bond, pointing technique and palette of materials (including roofing, cladding and render) to be used in the development. The development shall be constructed in accordance with the approved sample, which shall not be removed from the site until completion of the development.

11) No development shall commence on site until a scheme for the discharge of surface water from the site (including surface water from the access/driveway), incorporating sustainable drainage details, has been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until surface water drainage has been constructed in accordance with the approved scheme.

12) No development shall commence on site until details of the works for the disposal of sewage including the point of connection to the existing public sewer have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be first occupied until the approved works have been fully implemented in accordance with the approved details.

13) Details for the long term maintenance arrangements for any parts of the drainage system which will not be adopted (including ditches, permeable paving and land drains) are to be submitted and approved in writing by the Local Planning Authority prior to the first occupation of any of the dwellings hereby permitted. The submitted details should specify the responsibilities of each party for the implementation of the SUDS scheme, a timetable for implementation, provide a management plan and maintenance plan for the lifetime of the development which should include arrangements for adoption by any public authority or statutory undertaker and any other arrangement to secure the operation of the scheme throughout its life time. The management and maintenance arrangements shall be carried out in accordance with the approved details over the period specified.

15)No development shall commence on site (including any works of demolition), until a Construction Method Statement, which shall include the following:
a) the parking of vehicles of site operatives and visitors;
b) loading and unloading of plant and materials;
c) storage of plant and materials used in constructing the development;
d) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
e) wheel washing facilities;
f) measures to control the emission of dust and dirt during construction;
g) a scheme for recycling/disposing of waste resulting from construction works;
h) measures for the protection of the natural environment; and
i) hours of construction, including deliveries;
has been submitted to, and approved in writing by, the Local Planning Authority. The approved Construction Method Statement shall be complied with in full throughout the construction period. The development shall not be carried out otherwise than in accordance with the approved Construction Method Statement.

Yours faithfully

Head of Development Management

EXHIBIT AH4

This is the Exhibit marked "Exhibit AH4" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210) [redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Wiltshire Council

Development Services
Wiltshire Council
Tel: 0300 456 0114
Email:developmentmanagement@wiltshire.gov.uk
www.wiltshire.gov.uk

12 July 2021

Dear Sir/Madam

Discharge of Condition

Application No:	PL/2021/04853
Proposal:	Discharge of condition 4 on 17/05672/FUL
Site Address	Goldenley Care Home, Forest Lane, Chippenham, SN15 3YQ
On Behalf of	Town Quay Developments Limited

Thank you for your recent request to discharge conditions related to the above.

I can confirm that the details submitted as listed below satisfy condition 4 the above planning decision.

The agreed details are:

Condition 4

- 9449 TPP 02 Rev D - Tree Protection Plan
- 9449 AIA 001 Rev C - Arboricultural Impact Assessment
- 6133/ASP2.0 Rev E - Planting Plan

List of conditions discharged by this request. (1)

4) No development shall commence until there shall have been submitted to and approved in writing by the local planning authority a scheme of hard and soft landscaping. The scheme shall include indications of all existing trees and hedgerows on the land identify those to be retained and set out measures for their protection throughout the course of development. The landscaping works shall be carried out in accordance with the approved details and in accordance with the agreed implementation programme.

Yours faithfully

Mike Wilmott
Head of Development Management

EXHIBIT AH5

This is the Exhibit marked "Exhibit AH5" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210)

[redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Forest Lane, Chippenham – Schedule of Implementation Photographs – 30th June 2021

To be viewed in conjunction with Drawing W01604-220 REV 01

Picture One showing completed footing:



Picture Two showing close up of length of foundation:



Picture Three showing site preparation:



Picture Four showing width of foundation:



Picture Five showing full length of foundation:



EXHIBIT AH6

This is the Exhibit marked "Exhibit AH6" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

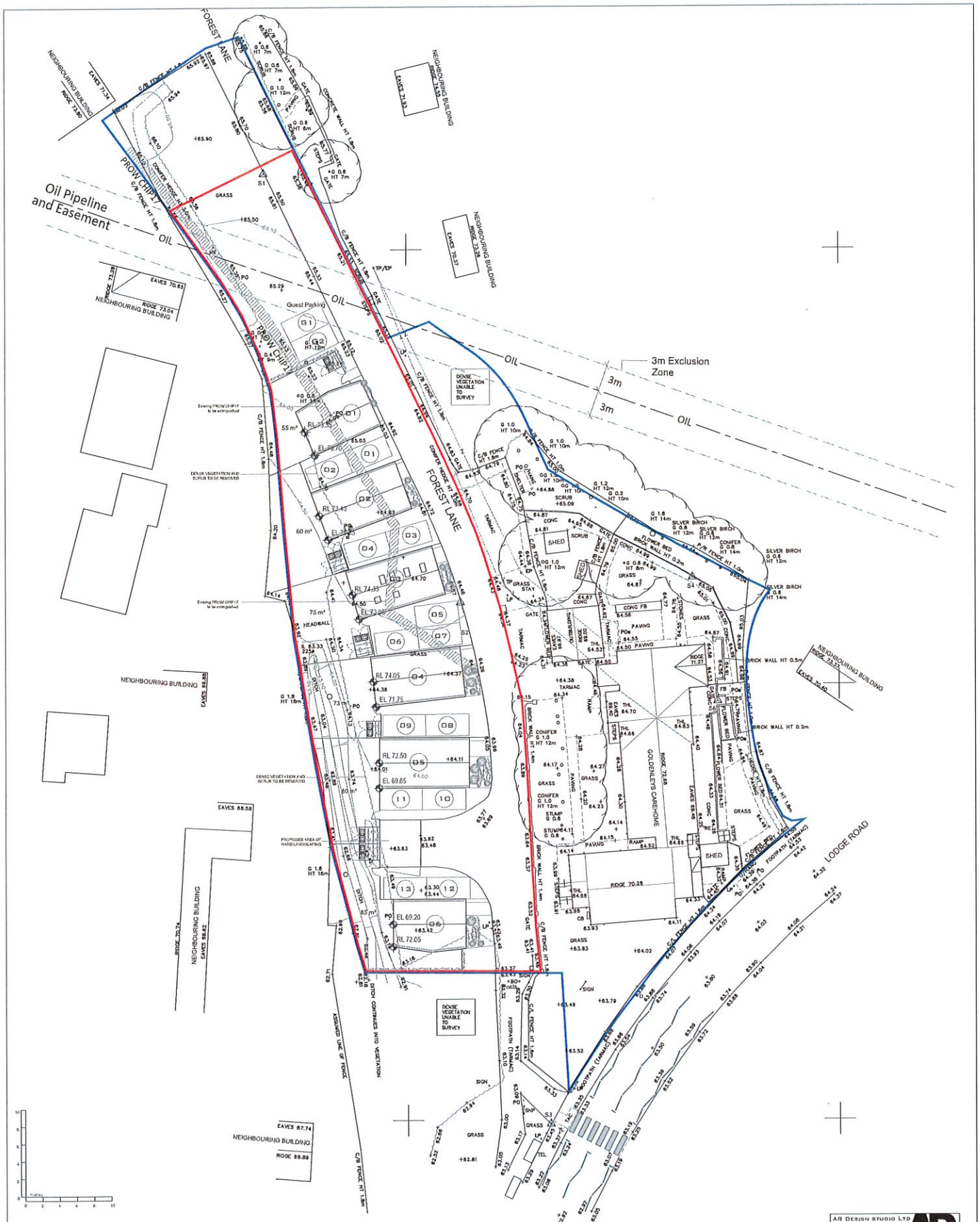
DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475 210)

[redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY



HOUSE UNITS										
UNIT #	2 BED AREA (M²)			3 BED AREA (M²)			4 BED AREA (M²)			GARDEN AREA (M²)	PERSONS
	Footprint	GEA	GIA	Footprint	GEA	GIA	Footprint	GEA	GIA		
01	49.00	98.00	79.00							55.00	4
02				58.00	117.00	98.00				60.00	5
03							98.00	173.00	147.40	75.00	6
04					118.00	98.00				73.00	5
05				59.00	118.00	98.00				80.00	5
06	49.00	98.00	79.00							35.00	4
TOTAL	2			3			1			428.00	29

TOTAL AREAS	
	TOTAL
DEVELOPABLE AREA (M²)	1100.00
BUILDING FOOTPRINT AREA (M²)	272.00
PARKING (M²)	197.50
PRIVATE GARDEN AREA (M²)	428.00
ANCILLARY (BIKE/REFUSE)	27.00
REMAINING OPEN SPACE (M²)	992.50

TOTAL HOUSES 6
2 x 2 BED
3 x 3 BED
1 x 4 BED

TOTAL PARKING - 11
13 Resident spaces
2 Guest

AR DESIGN STUDIO LTD
CALPE HOUSE
LITTLE MINSTER ST
WINCHESTER
SO23 9HB

T. 01962 864545
E. INFO@ARDESIGNSTUDIO.CO.UK
WWW.ARDESIGNSTUDIO.CO.UK

Copyright All rights reserved
This drawing and design must not be reproduced without permission
Dimensions are in millimetres unless specified

Job title	Goldenley
Drawing title	Proposed Site Plan
Status	Planning
Drawn by	VV
Checked by	
Date	06/7
Scale at A1	1:200
Scale at A3	
Job No.	AH01
Drawing No.	P101
Revision	H

EXHIBIT AH7

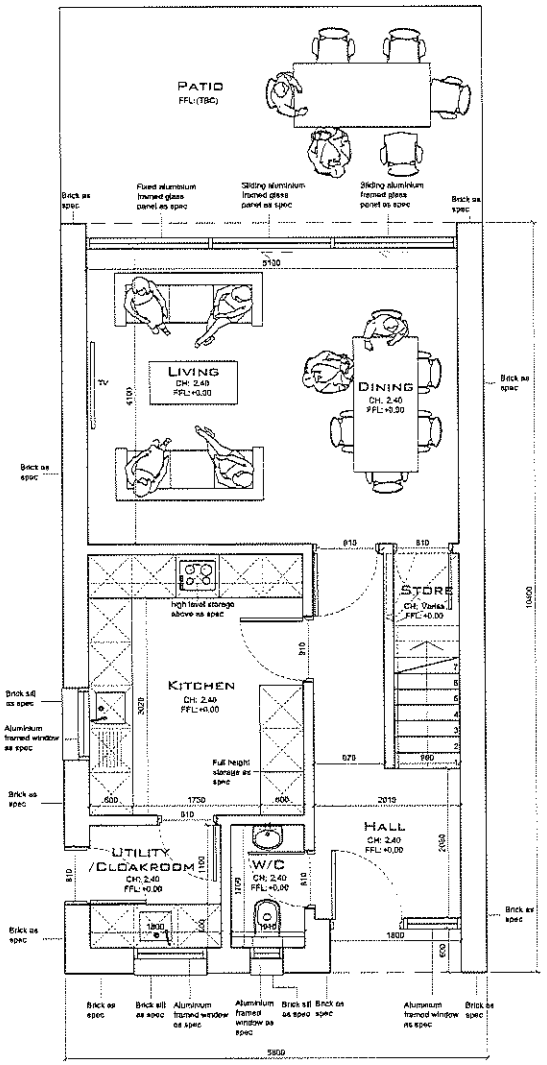
This is the Exhibit marked "Exhibit AH7" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

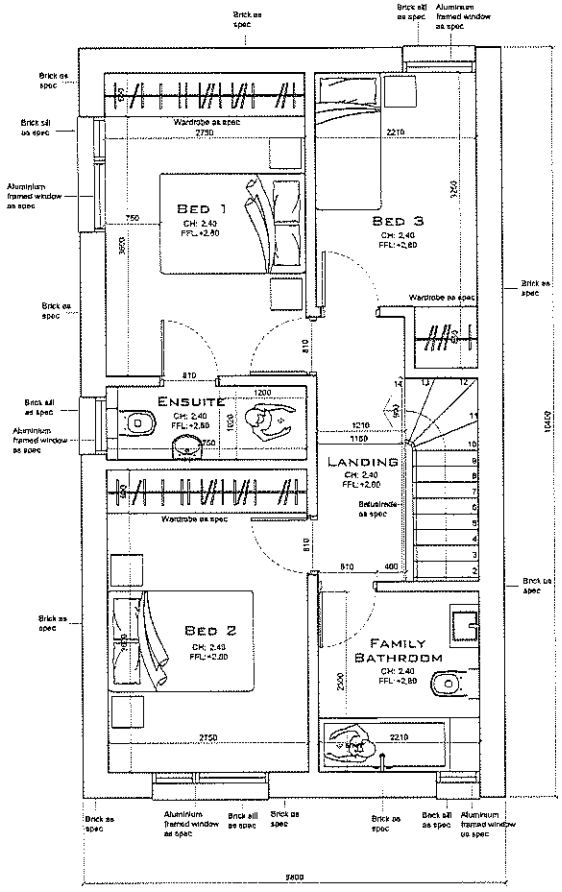
Before me Emma Ellington (SRA 475210) [redacted]

Solicitor/~~Commissioner for Oaths~~

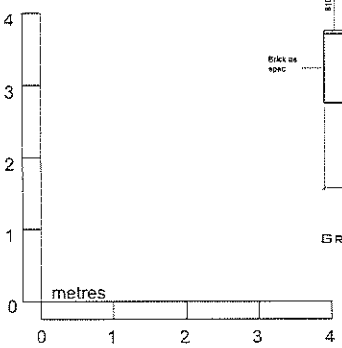
PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY



GROUND FLOOR



FIRST FLOOR



AR DESIGN STUDIO LTD
CALPE HOUSE
LITTLE MINSTER ST
WINCHESTER
SO23 9HB

T. 01962 864545
E. INFO@ARDESIGNSTUDIO.CO.UK
WWW.ARDESIGNSTUDIO.CO.UK

Copyright: All rights reserved. This drawing and design must not be reproduced without permission. Dimensions are in millimetres unless specified. Only written dimensions to be worked from. Do not scale from this drawing.

Job title	Goldenley
Drawing title	Proposed 3 Bed GF & FF
Status	Planning

Drawn by	Checked by	Date	Scale at A3	Scale at A2
TF	AC	05.17		1:50

Job No.	Dwg No.	Revision
AH01	P104	B

EXHIBIT AH8

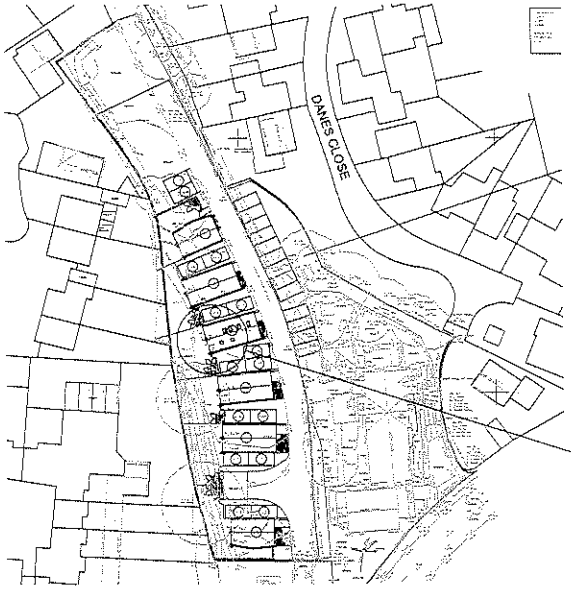
This is the Exhibit marked "Exhibit AH8" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210)
[redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY



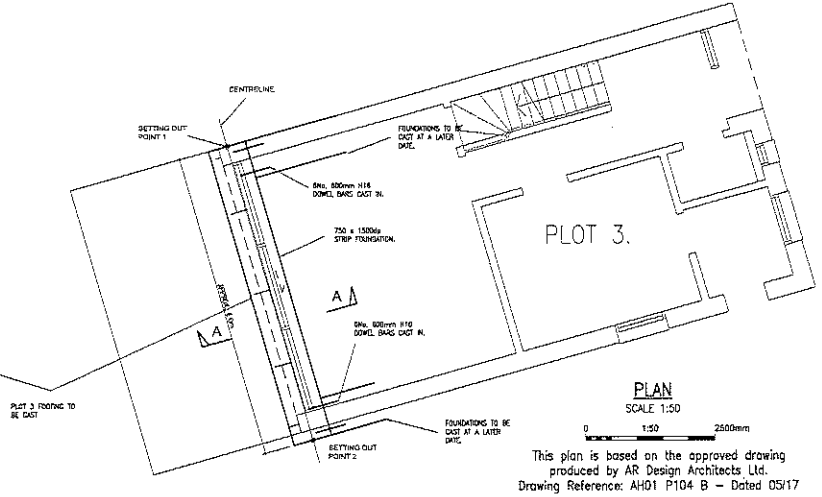
SITE PLAN

SCALE 1:500

0 1:500 25m

This plan is based on the approved drawing produced by AR Design Architects Ltd.
Drawing Reference: AH01 P101 H – Dated 06/17

CENTRE LINE CO-ORDINATES		
	EASTING	NORTHING
Point 1	392943.061	172163.253
Point 2	392944.702	172157.472

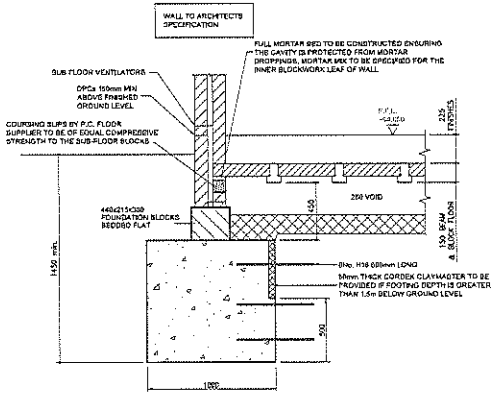


PLAN

SCALE 1:50

0 1:50 2500mm

This plan is based on the approved drawing produced by AR Design Architects Ltd.
Drawing Reference: AH01 P104 B – Dated 05/17



SECTION A–A

SCALE 1:20

0 1:20 1000mm

Notes

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS AND ARCHITECTS DRAWINGS.
2. ALL DIMENSIONS ARE IN MILLIMETRES AND LEVELS ARE IN METRES UNLESS NOTED OTHERWISE.
3. CONTRACTOR TO CONFIRM ALL DIMENSIONS ON SITE. ANY DISCREPANCIES TO BE ADVISED TO THE ENGINEER.
4. DRAWING STATUS DEFINITIONS:-

   P01 - PRELIMINARY - FOR INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   T01 - TENDER - FOR TENDER / INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   D01 - DESIGN DEVELOPMENT - FOR INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   C01 - CONSTRUCTION - FOR INFORMATION / PROCUREMENT / CONSTRUCTION.

   Z01 - AS BUILT - FOR INFORMATION ONLY.

FOUNDATIONS

FOUNDATION BOTTOM LEVELS ARE TO BE APPROVED BY THE THE ENGINEER PRIOR TO CASTING.

THE FOUNDATIONS ON THIS DRAWING ARE DESIGNED FOR A GROUND BEARING PRESSURE OF 120kN/m².

THE GROUND SHOULD BE SCANNED FOR EXISTING SERVICES PRIOR TO EXCAVATION AND CARE TAKEN DURING EXCAVATION.

TOP OF ALL FOUNDATIONS TO BE AS PER SECTION.

UNLESS NOTED OTHERWISE STRIP FOOTINGS ARE TO BE CENTRAL UNDER WALLS.

ALL STRIP FOOTINGS TO BE MIN 600mm WIDE UNLESS NOTED OTHERWISE ON PLAN.

STEPS IN FOUNDATIONS TO BE IN ACCORDANCE WITH A10 SECTION 1E OF THE BUILDING REGULATIONS.

CONCRETE MIX FOR FOUNDATIONS TO BE GRADE RC40 TO BS8500:2006.

ALLOWANCE MUST BE MADE FOR THE INGRESS OF WATER DURING EXCAVATION. EXCAVATION TO BE KEPT CLEAR OF WATER.

WHERE EVER POSSIBLE FOUNDATIONS SHOULD BE CAST THE SAME DAY THEY ARE EXCAVATED.

FOUNDATIONS ARE TO BE CAST AS A SINGLE CAST FOR THE FULL DEPTH OF CONCRETE.

ALL FOUNDATIONS TO BE TAKEN DOWN 300mm BELOW ANY ROOT GROWTH.

Rev.	Amendment	Drn.	Chkd	Appd.	Date
P01	PRELIMINARY	IR	RH	RH	27.04.21

Project
LAND WEST OF FOREST LANE
CHIPPENHAM

Drawing
REAR WALL FOOTING PLOT 3

Client
-

Scott White and Hookins
Civil & Structural Engineers

Herman House, Andover Road, Winchester, Hampshire SO23 7BD
T: +44 (0)1962 844858 F: +44 (0)1962 841328 www.swh.co.uk

Scale at A1 : AS SHOWN | Status: PRELIMINARY

Project / Drawing No. W01604-220 | Rev. P01

DO NOT SCALE FROM THIS DRAWING

EXHIBIT AH9

This is the Exhibit marked "Exhibit AH9" as referred to in the Statutory Declaration made by Alexander James Hunt. [redacted]

DECLARED at Phillips Solicitors Limited on this 6th day of September 2023

Before me Emma Ellington (SRA 475210)
[redacted]

Solicitor/~~Commissioner for Oaths~~

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Macniven Quays Ltd
Calpe House
7a St Thomas Street
Winchester
Hampshire
SO23 9HE

tel. 01962 868858
fax. 01962 810510

Mr P Tilley
David Horton Contractors Limited
The Manor Stables
Great Somerford
Chippenham
SN15 5EH

Email: Martin.baker@macnivenquays.com
Direct line: 01962 868858

Wednesday 23rd June 2021

Dear Paul

Contract Order, Installation of Foundations at Land to the West of Forest Lane, Chippenham, SN15 3YQ

I write further to our previous discussions in respect of the installation of a strip foundation at the above site and further to your quotation of the 17th May 2021. Please accept this letter as formal confirmation of your instruction to undertake the works as outlined within your fee proposal and as follows.

The Contract Works comprise the following items of works:

Site Setup:

1. Upon arrival undertake a clearance of any loose effects and vegetation within the immediate area to be excavated.

2. Allow to set out the proposed works, referring to plan reference W01604-220, which sets out the entirety of the works to be completed..

3. Allow to undertake a CAT scan of the area where the foundation will be installed, prior to breaking ground.

4. Once the trenches have been excavated, inform the employers agent and assist with the production of dated photographs showing the extent and depth of the trenches. This needs to be completed before any concrete is poured.

5. Allow to excavate and install foundations per the engineers drawing reference W01604-220, in conjunction with the other drawings as set out at 3 within this letter.

6. Allow to install appropriate heras type fencing around the works for the entire duration, without causing any compromise to the highway.

7. Upon completion of the installation of the foundations, inform the employers agent that they are complete and assist with the production of dated photographs showing the extent of the foundations.

8. Once the work has been completed to the satisfaction of the employers agent, allow to backfill the trenches, making good the surface with either the previously lifted paviours or macadam as required.

9. Allow to remove any and all spoil from the site, leaving the site in a clean and tidy condition.

Ancillary Items/Preliminaries:

1. Provide appropriate qualified workforce throughout duration of works to include health and safety representative, foreman and general labour as may be required.
2. Provide temporary utilities for the duration of the project.
3. Provide welfare facilities for the duration of the project.
4. Provide and arrange for disposal of skips and other specialist/contaminated waste disposal as required.

The Contract Documents therefore comprise the following:

1. Invitation to tender dated 13th May 2021
2. David Horton quotation dated 17th May 2021, ref 21244;
3. Scott White and Hookins Drawing ref: W01604-220
4. This letter.

The parties to this Appointment and addresses for service are defined as follows:

Employer
Chippenham Limited, C/O Mr Satbir Singh Ahluwalia
Keyers Bridge House
Wokingham Road
Hurst
Reading
Berkshire
RG10 0RU

Employer's Agent
Macniven Quays Limited
Calpe House
7 St Thomas Street
Winchester
Hampshire
SO23 9HE
Tel: 01962 868858
Email: martin.baker@macnivenquays.com

Contractor

David Horton Contractors Limited
The Manor Stables
Great Somerford
Chippenham
SN15 5EH
Tel: 01249 721762
Email: info@davidhortoncontractors.co.uk

Pre-Contract Commencement Conditions

1. The Contractor shall produce a programme of works for agreement between the parties.
2. Contract commencement shall occur on Wednesday 30th June 2021 after satisfaction of all pre contract conditions (see 7 below). The site is to be left in a clean and tidy condition with no rubbish and free from damage.
3. A final site inspection shall occur on Thursday 1st July 2021 to sign off the works.
4. No works are to be undertaken on site before 08:30 or after 17:30.
5. A photographic record of condition is to be recorded by the Contractor prior to commencement of the works. A copy is to be provided to the Employer's Agent for agreement.
6. Method statements and risk assessments (including a full H&S plan) are required prior to commencement.
7. Copies of the Contractor's all risks, public and employer's liability insurance is required prior to commencement evidencing cover for a minimum of two million pounds for each and every claim.
8. All equipment left on the site by the Contractors is to be at the risk of the contractor.
9. The Contractor is to assume the role of Principal Contractor throughout the contract period.

Terms of Engagement

1. The Contractor is deemed to have visited the site and satisfied himself as to the full scope of the Contract Works including the suitability to receive the Contract Works prior to their commencement. The Contractor acknowledges that no claim can arise from lack of knowledge of site conditions. Access to all areas to be provided.

2. The Contractor shall observe and work the normal site hours. These are to be 08.30 until 17.30, Monday to Friday, and 08.30 until 16.00 on a Saturday. No out of hours working is to be undertaken without the written consent of the Employer and the Local Authority. The Contractor shall ensure that during all hours worked on site there is on site at all times a competent person designated to supervise works, to include a banksman as required, liaise with the Employer's Agent and to deal with all aspects of the Contract. An accident log-book shall be maintained at all times.

3. The Contractor shall be responsible for leaving the site in a secure and clean manner upon completion with works being executed to the reasonable satisfaction of the Employer's Agent.

4. The Contractor shall be responsible, at his own expense, for the provision of all labour, materials, plant, tools, welfare, security and equipment necessary for the execution of the Contract Works.

5. The Contractor, his servants or agents are required to:

   a. Comply with the Health and Safety at Work etc Act 1974, the Management of Health and Safety at Work Regulations 1992, the Construction (Design and Management) Regulations 1994, the Construction (Safety, Health and Welfare) Regulations and any other relevant legislation, regulations and approved codes of practice in respect of safety, health and welfare. Relevant notifications to the HSE will have to be given, with copies of the same being provided to the Employer's Agent;

   b. Co-operate with the Employer in carrying out his safety, health and welfare policies;

   c. Co-ordinate and co-operate fully with the local authority and local highways authority in regard to any requirements relating to the erection of scaffold;

   d. Inform the Employer of any hazard of which he is aware but cannot or is unable to take reasonable practicable action to eliminate the risk;

   e. Provide the Employer with, in good time, written risk assessments and safety method statements in accordance with current legislation and as required for the particular tasks being undertaken;

   f. Inform the Employer immediately of all dangerous occurrences and accidents relating to tasks being undertaken and involving him and members of the public as soon as is reasonable and by the quickest method available, followed by documentation as defined within RIDDOR. Fatalities, major injuries, accidents and dangerous occurrences are to be reported directly to the Health & Safety Executive on form F2508, a copy of which must be sent to the Employer within ten days;

   g. Ensure that only adequately maintained and certified plant and equipment is utilised;

   h. Ensure that only fully trained staff are employed to operate plant and machinery;

   i. Ensure that, when identified hazards cannot be eliminated or substituted, the appropriate personal protective equipment and respiratory protective equipment is provided to employees and that any equipment so provided is correctly used and maintained.

6. The fixed price lump sum for the works is confirmed as follows:

£[redacted] ([redacted]) plus VAT for the Contract Works.

7. The Contractor shall submit one invoice for payment upon completion of the Contract Works. Applications need to be dated 28th of the month with payment being made 14 days thereafter. A retention totalling 5% of the Contract Works will be held for a period of six months following completion.

8. The Contractor shall make good, at his own expense, any defects or other faults to the works arising therefrom. If the Contractor fails to undertake the making good of any material and reasonably notified defect within thirty days of the Employer's written notification, the Employer shall be entitled to carry out the works, recovering from the Contractor the full cost of the same.

9. No payment shall be withheld after the payment date unless the Employer has notified the Contractor in writing of his intention to withhold payment, together with the grounds for so doing which are limited to defective materials, workmanship, liquidation or any other winding up procedure

10. The Employer may from time to time issue to the Contractor instructions. Such instructions shall be of no effect unless confirmed in writing along with a Works Order number.

11. The Contractor shall strictly adhere to the requirements contained in the Contract Documents, providing the Employer with regular daily updates against programme during the project.

12. The Contractor shall chair a pre-start meeting on Wednesday 30th June 2021. Daily progress updates and a written report are to be provided if requested by the Employer.

13. The Contractor shall adequately insure against all claims of whatsoever nature which may be brought against the Employer or the Contractor in connection with or arising out of the execution of the Contract Works and shall indemnify the Employer against the same and against all actions, proceedings, damages, costs and expenses arising therefrom or in connection therewith and, in particular, but without prejudice to the generality of the foregoing, shall insure and indemnify against:-

    a. Injury or damage to any person employed by the Contractor on or about the Contract Works or in any connection therewith;

    b. Injury or damage to any person whatsoever, including a person employed by the Employer, and caused by or arising out of the Contract Works; and

        b. Injury or damage to any property real or personal including the property owned by the Employer caused by or arising out of the Contract Works.

Professional Indemnity Insurance

i. The Contractor warrants that both it and any consultants it engages have in force a policy of professional indemnity insurance covering its liabilities hereunder for negligent design and specification, with a limit of liability of not less than £2,000,00 for any occurrence or series of occurrences arising out of each and every event.

ii. If, for any period, such insurance is not available on commercially reasonable terms, the Contractor shall forthwith inform the Employer and shall obtain in respect of such period such reduced level of professional indemnity insurance as is available and as would be fair and reasonable in the circumstances for the Sub-Contractor to obtain.

iii. Whenever reasonably required to do so by the Contractor, the Sub-Contractor and it's consultants shall provide documentary evidence that the insurance required hereunder is being maintained.

14.1 Should a dispute arise under this Contractor Order, either party may give notice at any time of his intention to refer the dispute to adjudication. Within 7 days of such notice the referring party must secure the appointment of an adjudicator and refer the dispute to him.

14.2 The person specified under this Contractor Order to act as adjudicator ("the Adjudicator") will be selected by the Technology & Construction Solicitors Association ("TeCSA").

14.3 Where TeCSA is unwilling or unable to act, the parties shall agree upon an alternative nominating body and the referring party shall then request the alternative nominating body to select a person to act as Adjudicator.

14.4 The referring party must then require the Adjudicator to reach a decision in relation to the dispute within 28 days of referral, or such longer period as is agreed by the parties after the dispute has been referred.

14.5 The Employer and the Contractor hereby agree that:-

a. the Adjudicator will be authorised to extend the period of 28 days by up to a further 14 days with the consent of the referring party;

b. the Adjudicator will be charged with a duty to act impartially and take the initiative in ascertaining the facts and the law in relation to the dispute;

c. the Adjudicator will not be liable for anything done or omitted to be done in the discharge or purported discharge of his/her duties as Adjudicator unless the act or omission is in bad faith and the parties also acknowledge that any employee or agent of the Adjudicator is similarly protected from liability;

d. The costs of the Adjudication shall be borne equally between the parties.

14.6 The Employer and the Contractor hereby agree that the provisions contained in Clause 14.5 will be contained in the agreement detailing the appointment of the Adjudicator and that failure to include these provisions will invalidate the referral.

14.7 The adjudication procedure to be followed, subject to Clause 14.5 above, shall be that of the TeCSA or the alternative nominating body, whichever is appropriate.

14.8 The referral of a dispute to an Adjudicator in accordance with this Contract Order shall not in any way affect the rights of either party to refer a dispute to Arbitration or the Courts.

15 Notwithstanding any other provision of these terms and conditions, nothing in these terms and conditions confers or purports to confer any rights to enforce any of its terms on any person who is not a party to them and is hereby expressly not intended that any party will obtain any rights whether pursuant to the Contract (Rights of Third Parties) Act 1999 or at all.

16 The works are to proceed respecting the other occupiers of neighbouring properties, keeping noise and dust to a minimum.

17 A photographic record is to be produced by the contractor to evidence the condition of the property at the commencement of the works. The schedule will be deemed to be an accurate reflection of the condition of the property. An update will be provided upon completion to compare site condition on a like for like basis, other than allowing for the intended works as set out.

18 The Contractor is responsible for site security for the duration of the works.

19 Good workmanship is essential to these works and the Employer retains the right to reject any work which does not confirm to accepted current good practice.

20 It is essential that all materials are kept under cover on site and the contractor must include for providing any necessary storage and/or protection for the materials. Any materials found to be corroded or damaged may be refused by the Employer.

21 The Contractor shall be solely responsible for allowing in their tender for the correct quantities of materials from measurements taken on site and no variations in cost will be approved unless the works are modified.

22 All modifications shall be firstly advised and latterly approved by the Employer in writing prior to installation. The Employer will not accept any costs for modifications which haven't been the subject of prior approval before installation on site. Where possible all modifications shall be priced using an agreed schedule of rates.

23 The whole of the works associated with the project must be carried out strictly in accordance with all current Statutory Regulations and appropriate Codes of Practice.

24 The Contractor must remove rubbish from the site on a daily basis keeping it in a clean, tidy and safe condition after each period of work.

25 The Contractor must provide for any precautions necessary to protect any part of the adjacent buildings and sites from damage which could be caused during the Contract Works. Any damage caused by carelessness or unsafe working practices may be valued and the repair cost deducted from the contract value.

26 The only point of access to/from the site is via Southampton Street.

27 These terms and conditions are subject to the law of England & Wales and the Contractor and Sub-Contractor hereby submit to the jurisdiction of the Courts of England & Wales.

Sign below to confirm acceptance to the above terms

Yours sincerely

[redacted]

Alex Hunt
Employers Agent

Paul Tilley
Contractor

Dated: 23rd June 2021

CONTRACT DOCUMENTS (APPENDICES)

APPENDIX 1

Invitation to Tender Dated 13th May 2021

MacNIVEN QUAYS

INVITATION TO TENDER

INSTALLATION OF STRIP FOUNDATIONS, LAND TO THE WEST OF FOREST LANE, CHIPPENHAM

13th May 2021

Dear Sirs

We are pleased to invite you to tender for works in respect of the above named site.

The following work has been identified as being in need of immediate attention:

- The creation of a strip foundation of circa 6 linear metres

The strip foundation is to be constructed to the following specification, as per drawing W01604-220:

- A linear length of 6 metres;
- Within a trench of no less than 1,450 mm depth and 1,000 mm width;
- The foundation to be formed of FND2, TO BS8500:2006

The contractor will be responsible for ensuring that the foundation is in the correct position, using the setting out coordinates as contained within drawing W01604-220.

Access to the site is via Forest Lane, with limited availability for parking on the road itself.

There are no water, power or welfare facilities at the site

The site can be accessed freely, with no prior appointment required

The site can be viewed from Forest Lane, but formal access is to be accompanied.

When submitting a quotation, please confirm that the following details will be provided if an appointment is made:

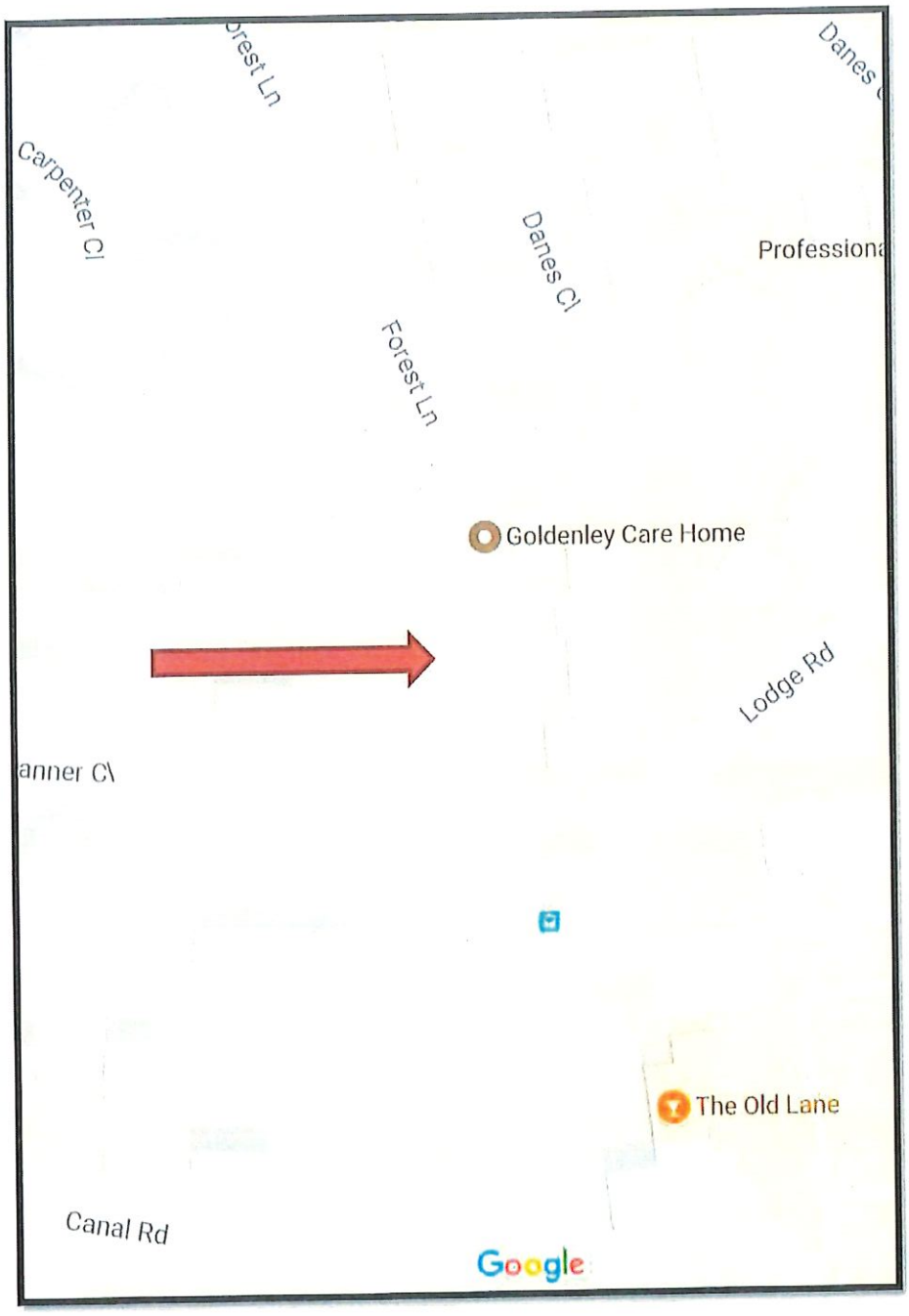
- Method statement;
- Risk assessment;
- Copies of all necessary permits, qualifications and licences;
- Copy of public liability insurance.

Please ensure that quotes are returned no later than noon on the 28th May 2021 and contain a start date and the anticipated duration of the works. For the avoidance of doubt, the works are to be completed by no later than the 25th June 2021

If there are any questions, please do not hesitate to contact Martin Baker of MacNiven Quays on 01962 868858 or martin.baker@macnivenquays.com

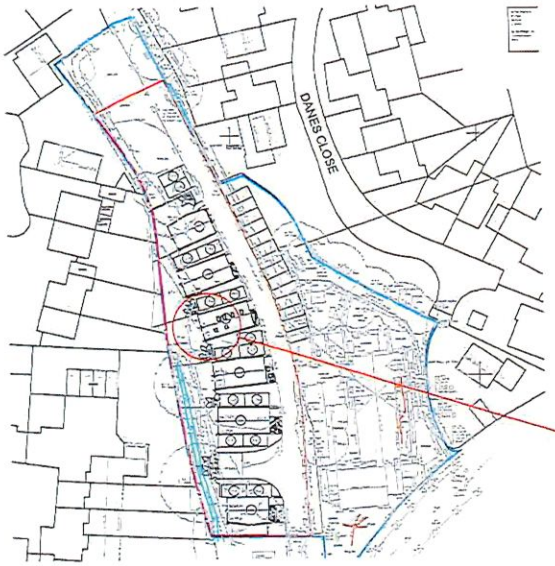
MacNIVEN QUAYS

LOCATION PLAN



APPENDIX 2

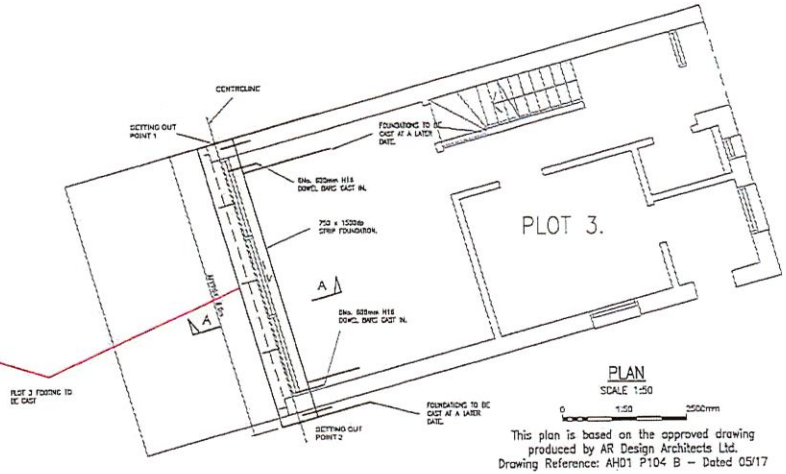
Scott White and Hookins Drawing Ref: W01604-220



SITE PLAN
SCALE 1:500
0 1:500 25m

This plan is based on the approved drawing produced by AR Design Architects Ltd.
Drawing Reference: AH01 P101 H – Dated 06/17

CENTRE LINE CO-ORDINATES		
	EASTING	NORTHING
Point 1	392943.061	172163.253
Point 2	392944.702	172157.472



PLAN
SCALE 1:50
0 1:50 2500mm

This plan is based on the approved drawing produced by AR Design Architects Ltd.
Drawing Reference: AH01 P104 B – Dated 05/17

Notes

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS AND ARCHITECTS DRAWINGS.
2. ALL DIMENSIONS ARE IN MILLIMETRES AND LEVELS ARE IN METRES UNLESS NOTED OTHERWISE.
3. CONTRACTOR TO CONFIRM ALL DIMENSIONS ON SITE. ANY DISCREPANCIES TO BE ADVISED TO THE ENGINEER.
4. DRAWING STATUS DEFINITIONS -

   P01 - PRELIMINARY - FOR INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   T01 - TENDER - FOR TENDER / INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   D01 - DESIGN DEVELOPMENT - FOR INFORMATION ONLY (NOT TO BE USED FOR CONSTRUCTION).

   C01 - CONSTRUCTION - FOR INFORMATION / PROCUREMENT / CONSTRUCTION.

   Z01 - AS BUILT - FOR INFORMATION ONLY.

FOUNDATIONS

FOUNDATION BOTTOM LEVELS ARE TO BE APPROVED BY THE THE ENGINEER PRIOR TO CASTING.

THE FOUNDATIONS ON THIS DRAWING ARE DESIGNED FOR A GROUND BEARING PRESSURE OF 120kN/m².

THE GROUND SHOULD BE DRAINED FOR EXISTING SERVICES PRIOR TO EXCAVATION AND CARE TAKEN DURING EXCAVATION.

TOP OF ALL FOUNDATIONS TO BE AS PER SECTION.

UNLESS NOTED OTHERWISE STRIP FOOTINGS ARE TO BE CENTRAL UNDER WALLS.

ALL STRIP FOOTINGS TO BE MIN 600mm WIDE UNLESS NOTED OTHERWISE ON PLAN.

STEPS IN FOUNDATIONS TO BE IN ACCORDANCE WITH APP SECTION 1C OF THE BUILDING REGULATIONS.

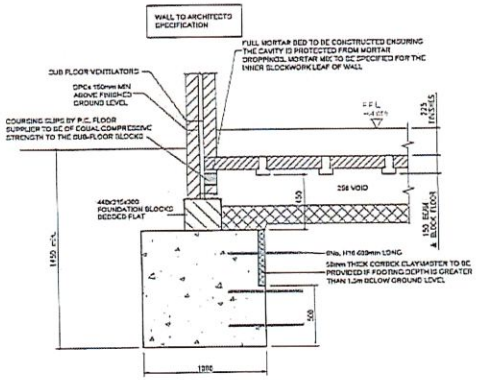
CONCRETE MIX FOR FOUNDATIONS TO BE GRADE RC40 TO BS8500:2006.

ALLOWANCE MUST BE MADE FOR THE INGRESS OF WATER DURING EXCAVATION. EXCAVATION TO BE KEPT CLEAR OF WATER.

WHERE EVER POSSIBLE FOUNDATIONS SHOULD BE CAST THE SAME DAY THEY ARE EXCAVATED.

FOUNDATIONS ARE TO BE CAST AS A SINGLE CAST FOR THE FULL DEPTH OF CONCRETE.

ALL FOUNDATIONS TO BE TAKEN DOWN 300mm BELOW ANY ROOT GROWTH.



SECTION A–A
SCALE 1:20
0 1:20 1000mm

P01	PRELIMINARY	IR	RH	RH	27.04.21
Rev.	Amendment	Drn.	Chkd.	Apprd.	Date

Project
LAND WEST OF FOREST LANE
CHIPPENHAM

Drawing
REAR WALL FOOTING PLOT 3

Client
-

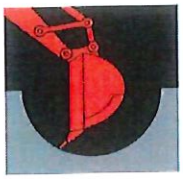
Scott White and Hookins
Civil/Structural Engineers
Harman House, Andover Road, Winchester, Hampshire SO23 7BS
T: +44 (0)1962 844655 F: +44 (0)1962 841329 www.swh.co.uk

Scale at A1 - 1:AS SHOWN	Status PRELIMINARY
Project / Drawing No. W01604-220	Rev. P01

DO NOT SCALE FROM THIS DRAWING

APPENDIX 3

David Horton Quotation Ref: 21244



Demolition
Ground works
Plant hire
Excavation & Lakes
Asbestos services

DAVID HORTON
Contractors Limited

The Manor Stables
Great Somerford
Chippenham SN15 5EH

Tel: 01249 721762
Fax: 01249 721763
Email: info@davidhortoncontractors.co.uk

17 May 2021

Mr. M. Baker
Macniven Quays Ltd.
7a St Thomas Street
Winchester
SO23 9HE

Our Ref 21244

Dear Sirs,

Re: – Land West of Forest Lane, Chippenham, SN15 3YQ

Further to your recent enquiry, we have pleasure in presenting our quotation as follows:–
Provide construction plan as CDM 2015
Secure working area with block and mesh fence and clear on completion of our work
Trim back vegetation in vicinity of excavation and stockpile on site
Excavate trench for strip foundation 6m long as drawing W01604220/P01
Install dowel bars for later foundation
Concrete foundation 1000mm wide x 1000mm deep
Backfill over new foundation after inspection and spread surplus spoil on site
For the sum of [redacted] excluding VAT

Extra over Items
Supply and install Clayboard
Remove excavated spoil and cut vegetation from site
Leave block and mesh fencing erected on site 6no

[redacted]

In the preparation of our quotation we have excluded the following: –
Disconnection or diversion of services
Removal of excavated spoil other than that classified as inert

We have based our quotation on all work being undertaken during our normal working hours.

We trust we have interpreted your requirements correctly, however, should you have any queries please do not hesitate to contact us.

Yours faithfully,
Paul Tilley
P Tilley
Director