

Ref: s-d2512-pII
STATUTORY DECLARATION

By

Mrs Peggotty Livingstone-Learmonth
of
Park Farm, Pinkney, Malmesbury in the County of Wiltshire SN16 0NZ

- **Statutory Declaration** **8 pages inc' this one**
Ref: s-d2512-pII
- **Exhibit No. 1 OS Map Scale 1:1250 1 page**
Ref: OS 2512-01
- **Exhibit No. 2 Planning Permission 2 pages**
Ref: 98/02279/FUL dated 01/07/1999
- **Exhibit No. 3 Section 106 Agreement 3 pages**
Entered into on the 20th May 1999

Initials PL-L

I, Mrs Peggotty Livingstone-Learmonth, being over 18 years of age and residing at the aforesaid address, do hereby solemnly and sincerely declare as follows:

1. I am making this Declaration in relation to the dwelling known as Dairy Cottage, which is within my ownership and shown upon the attached Map Scale 1:1250. Identified as *Building A on OS 2512-01*

Exhibit No. 1 – OS 2512-01

2. For context, I will set out some of the history of the property insofar as it is known to me.
3. Sales Particulars from the 1960s describe the property known as Park Farm as comprising *356 acres of land, 4 dwellings and various outbuildings*. In 1963 the property was purchased by a Mr Jackson who undertook extensive renovations to Park Farm dwelling to turn it into a gentleman's residence. Identified as *Building B on OS 2512-01*.
4. Some four years later in 1967, Mr Jackson sold the property in Lots. Land was sold off, Upper Farm buildings were sold separately and Mr and Mrs Livingstone-Learmonth Senior purchased Park Farm dwellinghouse, a neighbouring courtyard of outbuildings/stables and approximately 4 to 5 acres of land going down to the River Avon on the North side of Park Farm.
5. A breeze block wall was erected between Upper Farm buildings, purchased and owned by Mr Godwin, and the courtyard of outbuildings/stables purchased and owned by the Livingstone-Learmonths. *Highlighted in yellow on OS 2512-01*.

Initials **PL-L**

6. In circa 1970, Mr Godwin obtained planning permission to convert one of the buildings forming part of Upper Farm into a dwelling. This dwelling is not subject to any occupancy conditions. *Building C on OS 2512-01.*
7. Mr and Mrs Livingstone-Learmonth Senior occupied Park Farm dwelling and their son, Somerville, occupied a bungalow nearby. When his father died, Somerville moved into Park Farm and his mother moved to the nearby bungalow.
8. Somerville and I were married in 1995 and I then moved into Park Farm with him.
9. I kept horses, as did my husband who was a professional polo player. In 1998 we sought planning permission to convert part of one of the disused buildings in the neighbouring stable block courtyard (a former dairy) into a dwelling for a Groom. The planning permission for this dwelling is not subject to any occupancy conditions. This dwelling has already been identified as *Building A on OS 2512-01.*
10. Prior to the planning permission being issued, my husband entered into a Section 106 Agreement with the Council. For reasons I do not recall, the Agreement sought to avoid the residential accommodation, which was to be approved through Planning Permission 98/022279/FUL, from becoming a separate dwelling – albeit that to my mind a separate dwelling was, unavoidably, being approved and created.

Initials **P L-L**

11. After the grant of planning permission in July 1999, the approved section of the building was converted and residential accommodation was created. This dwelling has been known as Dairy Cottage since its completion.
12. In May 2003, Somervilled died and I inherited Park Farm and the neighbouring courtyard of buildings/stables, including Dairy Cottage.
13. I subsequently purchased Upper Farm dwelling, which I Let out on the open market along with an Atcost Barn which has been used by the Tenants for equestrian purposes.
14. Returning to the use and occupation of Dairy Cottage, I will describe the residential accommodation and set out how it has been occupied.
15. Since conversion, the building known as Dairy Cottage has contained all things required for day to day living and has been used and occupied as a separate and independent home by all those who have lived there.
16. The house is set within a courtyard of outbuildings, primarily stables, adjacent to the remaining section of the building which did not form part of the conversion, which remains unused and essentially redundant.
17. Dairy Cottage and the outbuildings have their own vehicular access off of the public highway.

Initials **PL-L**

18. Dairy Cottage has allocated parking spaces and a covered 'garage' space within the courtyard stable block, as well as a fenced off private garden to the rear.
19. Dairy Cottage is accessed via a front door into an Entrance way leading to a Kitchen/Diner and a Living Room. Off the living space is a bedroom and a bathroom.
20. Dairy Cottage has been registered for Council Tax since completion in late 1999 and falls within Band A.
21. Dairy Cottage is a separately registered postal address, although it took me a long time to commence this process and for it to complete.
22. Dairy Cottage has its own, separate, Septic Tank.
23. Electricity is connected to Dairy Cottage via Park Farm and has a separate sub-meter.
24. Water is connected to Dairy Cottage via Park Farm.
25. Previous occupiers of Dairy Cottage have installed their own Landline however, with reliance upon mobile phones, the current Tenant does not have one. Occupiers organise their own Internet Service and are responsible for holding their own TV Licence.

Initials **PL-L**

26. Dairy Cottage has been occupied from its completion in late 1999 to the present day. No one who has occupied Dairy Cottage has had any reliance upon Park Farm dwellinghouse, from which it is wholly removed and entirely separate.
27. Initially Dairy Cottage was occupied by Grooms whom I employed full-time or part-time. Whilst the Cottage formed part of their employment package, they lived within it entirely separately and independently, with no reliance upon Park Farm dwellinghouse for their day to day needs.
28. In 2015 I sustained serious injuries as a result of a riding accident. Following this, all of my horses were either sold or re-homed. Thereafter, I no longer had need for a Groom.
29. At this point in time, Dairy Cottage was occupied by Louise Botham. Louise had moved in during 2009 and had worked for me as a Part-Time Groom.
30. Following my accident and the absence of horses, all of Louise's employment became 'off site' and as a consequence, the financial arrangements between us changed.
31. This happened over a period of time as we both adjusted to the changed circumstances. By 2018 Louise paid me monthly Rent for Dairy Cottage, which included payments to cover Council Tax and Water Charges. Louise made separate payments to me to cover her use of electricity in the Cottage, which I calculated via the sub-meter readings.

Initials **PL-L**

32. This arrangement with Louise continued until 2024 when she moved out. Shortly thereafter my current Tenant, Toby Pickthall, moved in. Toby and I have the same arrangements in place for payments regarding Rent, Council Tax, Water Charges and Electricity.
33. To my mind, Dairy Cottage has always been used as a separate and independent dwelling, with no reliance upon Park Farm. Aside from wishing to live entirely separately from my Grooms/Tenants, the two dwellings are physically separate from one another. With no direct access between the two dwellings, reliance by Dairy Cottage upon Park Farm for meeting ones day to day needs is not realistically achievable.

Initials **PL-L**

I, Mrs P Livingstone-Learmonth, hereby confirm that the information supplied and the version of events set out herein are correct as a matter of fact and degree and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

.....Mrs P Livingstone-Learmonth

Declared at the offices of MILL HOUSE, EASTON GREY

SN16 OPL

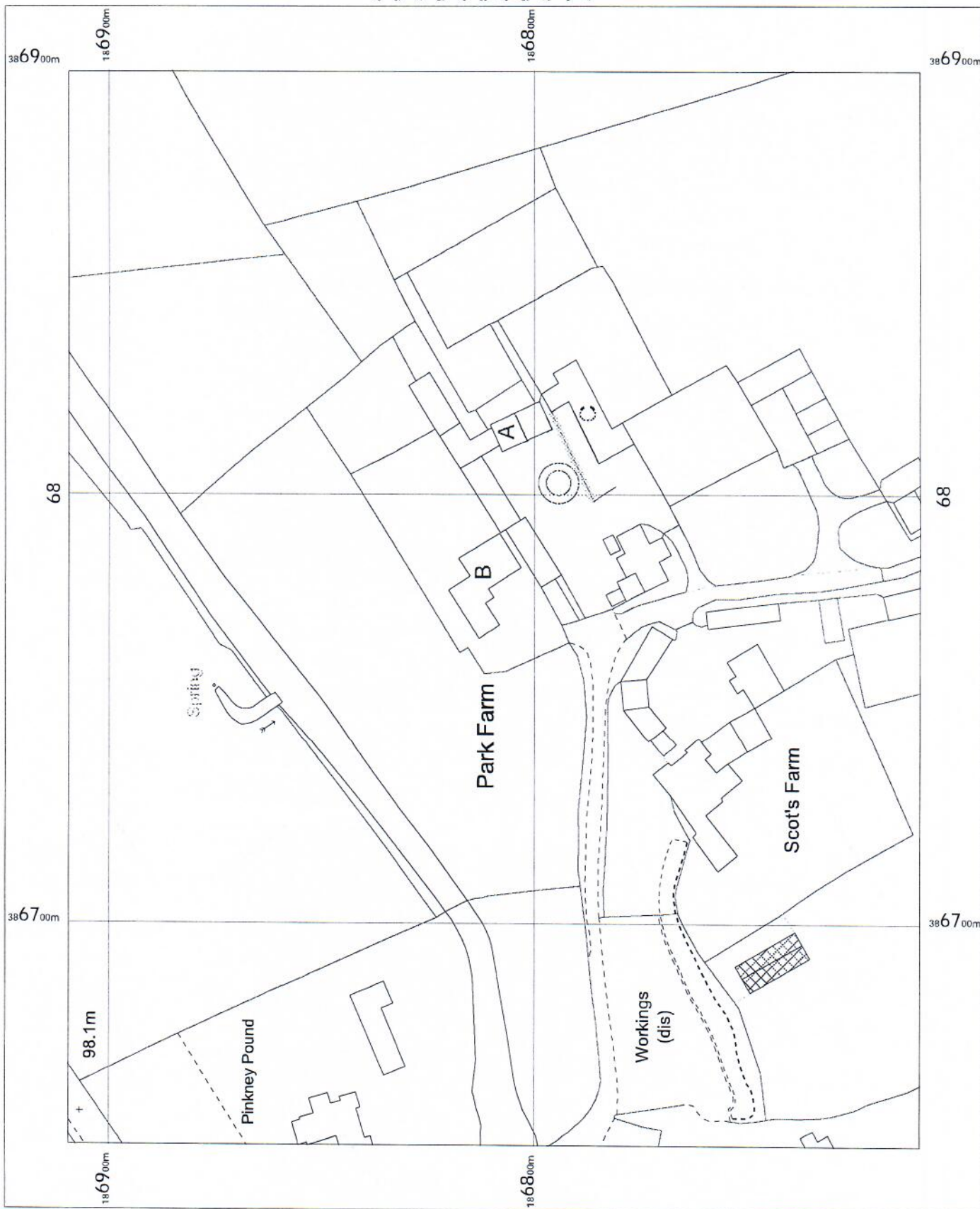
in the County of WILTSHIRE

This 27 day of AUGUST 2025

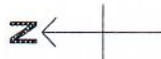
Before me Jane Haute-hovele

Partner
Keystone Law

Solicitor/~~Commissioner~~ for Oaths



Park Farm
Pinkney
Malmesbury
Wiltshire
SN16 0NZ

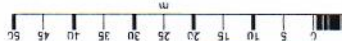


A - Dairy Cottage

B - Park Farm Dwelling

C - Upper Farm Dwelling

- - - Dividing Wall



OS MasterMap 1250/2500/10000
scale
Monday, July 21, 2025, 10:05
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Exhibit No. 2 Planning Permission

APPLICATION REFERENCE NO: 98/02279/FUL

((M,1:2))

THE SCHEDULE

Name of Local Planning Authority: NORTH WILTSHIRE DISTRICT COUNCIL
Monkton Park, Chippenham, SN15 1ER

NAME & ADDRESS OF AGENT:

Charles Manning
Agricultural House
Langley Burrell
Nr Chippenham
Wiltshire
SN15 4LQ

**BRIEF DETAILS OF APPLICATION IN THE
PARISH OF SHERSTON:**

CHANGE OF USE FROM STABLES TO
RESIDENTIAL ACCOMMODATION

NAME & ADDRESS OF APPLICANT:

Mr & Mrs Livingstone Learmonth
Park Farm
Pinkney
Malmesbury
Wiltshire
SN16 0NZ

LOCATION:

Park Farm
Pinkney
Malmesbury
Wiltshire
SN16 0NZ

Decision



Application Dated: 16.10.1998
Permission Granted: 01.07.1999

Application Registered: 16.10.1998

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2. Prior to the commencement of the development hereby permitted, details of roofing materials to be used externally shall be submitted to, and approved in writing by, the local planning authority. The development shall be built in the roofing materials approved.

Reason: In the interests of visual amenity.

3. Prior to the commencement of the works for which consent is hereby granted, details of all new external joinery shall be submitted to, and approved in writing by, the local planning authority. These details shall include, colour finish, depth of reveal, materials and full drawings including both horizontal and vertical sections, to a scale of not less than 1:5 elevations/1:2 section. At no time shall the approved joinery be altered without the prior written approval of the local planning authority.

Reason: In the interests of visual amenity.

4. The pointing of the exterior rubble stone work shall be in a traditional lime putty mortar slightly recessed with the green mortar lightly tamped to expose the aggregate.

Reason: In the interests of visual amenity.

5. Rainwater goods to be in cast metal.

Reason: In the interest of visual amenity.

INFORMATIVES:

1. The applicant's attention is drawn to the contents of the Section 106 Agreement dated the 20th May 1999.
 2. The applicant's attention is drawn to the contents of the attached letter from The Environment Agency.
 3. The applicant should note that this permission is for the conversion of the existing barn in accordance with the permission granted and the approved drawings. Any significant demolition or rebuilding of the existing structures on the site will negate the permission hereby granted.
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Head of Development Control

Date: 1st July 1999

THIS AGREEMENT is made the Twentieth day of May One thousand nine hundred and ninety nine BETWEEN NORTH WILTSHIRE DISTRICT COUNCIL of Monkton Park Chippenham Wiltshire ("the Council") of the first part and THOMAS LESTOCK SOMERVILLE LIVINGSTONE LEARMONTH of Park Farm Pinkney Sherston Wiltshire ("the Owner") of the other part

WHEREAS

- (1) The Council is the Local Planning Authority within the meaning of the Town and Country Planning Act 1990 for the area within which the relevant land is situate
- (2) The Owner is seised in fee simple free from encumbrances of land ("the Land") shown for the purposes of identification stippled edged on the plan herein ("the Plan") with a dwelling thereon
- (3) The Owner has made a planning application numbered N.98.2279.F for permission to develop the Land by the conversion of a stable to residential accommodation identified on the Plan edged blue ("the Additional Accommodation") supplementary to the house identified on the Plan edged red ("the Main Dwelling")
- (4) The Additional Accommodation is more particularly described in the said planning application and the plans deposited therewith
- (5) The Council acting as the Local Planning Authority has expressed its willingness to approve the said planning application and to grant planning permission in respect thereof provided that an independent separate dwelling does not result and pursuant to the execution of the Agreements herein contained

NOW THIS DEED WITNESSETH as follows

1 THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers and the covenants herein shall be deemed to be a planning obligation for the purposes of the said Section 106

2 CONDITIONAL upon the grant of planning permission in respect of the said application the Owner hereby covenants with the Council with the intent that this Agreement shall be enforceable against the Owner and the Owner's successors in title lessees or assigns of the Land or any part thereof howsoever arising as follows:

- (a) The Owner will not sell or lease for any term or otherwise dispose of the Main Dwelling unless such sale or lease or other disposition shall include the Additional Accommodation

98/2279 S225



- (b) The Owner will not sell or lease for any term or otherwise dispose of the Additional Accommodation unless such sale or lease or other disposition shall include the Main Dwelling
- (c) The Owner shall not cause or permit the Additional Accommodation to be used or occupied other than by members of the Owner's family or friends or by the Owner's employees employed solely or mainly at Park Farm aforesaid and in a manner incidental to the enjoyment of the main dwelling as a single dwellinghouse
- (d) The Owner shall within six months of the granting of the said planning permission remove from the Land the residential caravan currently situate thereon and will dismantle and remove from the Land the concrete block wall currently situate in front of the proposed Additional Accommodation and identified shaded green on the Plan

3 WHERE there are two or more persons included in the expression "the Owner" as used in this Deed a reference to the Owner shall be deemed to be a reference to each and every person both jointly and severally

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has signed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of the NORTH
WILTSHIRE DISTRICT COUNCIL was
hereunto affixed in the presence of

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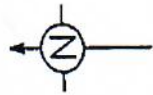


14740

AUTHORISED OFFICER

SIGNED as a deed by the said THOMAS LESTOCK)
SOMERVILLE LIVINGSTONE LEARMONTH)
in the presence of)

LEISA CALDER



7583

Park Farm

