



Planning & Heritage Statement

Proposal: Change of use of rural building to form Class C3 Dwellinghouse
Site: The Coach House, Park Farm Barn, Westrop, Corsham. SN13 9QF
Our Reference: 2469_PS_v1_DRAFT.docx

Land Development and Planning Consultants Ltd. is a Rural Planning Practice based in Corsham, Wiltshire. The Practice was established in 1989 to provide advice and representation on the range of town and country planning issues relating primarily to the countryside, villages and the market towns of Wessex. Clients include individuals, developers, legal and land agencies, commercial and residential developers, local authorities and amenity groups.

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1.0 Introduction

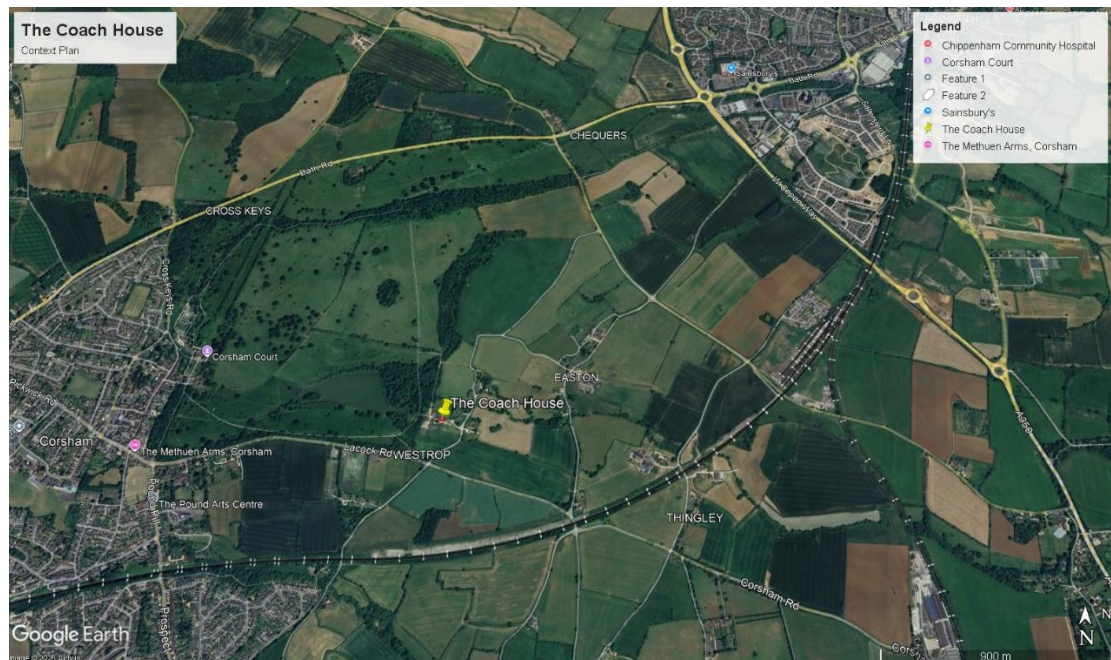
1.1 Land Development and Planning Consultants Ltd. have been instructed by Mr Terry Waldron ('the Applicant'), the freehold owner of Park Farm Barn, including the building known as The Coach House, to prepare and present an application for change of use to form a single C3 Dwellinghouse.

1.2 The application is supported by the following plans and reports;

- P01 Elevations
- P02 Plans and cross section
- P03 Site layout
- Viability appraisal report by Strakers

2.0 Context

- 2.1 The application site lies within the hamlet of Westrop, to the east of Corsham and south west of Chippenham. The site is within the Corsham Conservation Area which incorporates the Corsham High Street, Corsham Court and Westrop. Park Farm (house) and Park Farm Barn are within 40.0m south west and east of the Coach House, respectively, and are both Grade II listed buildings. Westrop House and No.3 Lacock Road are some 75.0m north east and south east, respectively are also Grade II listed. (Reproduced below is an extract from GoogleEarth™).



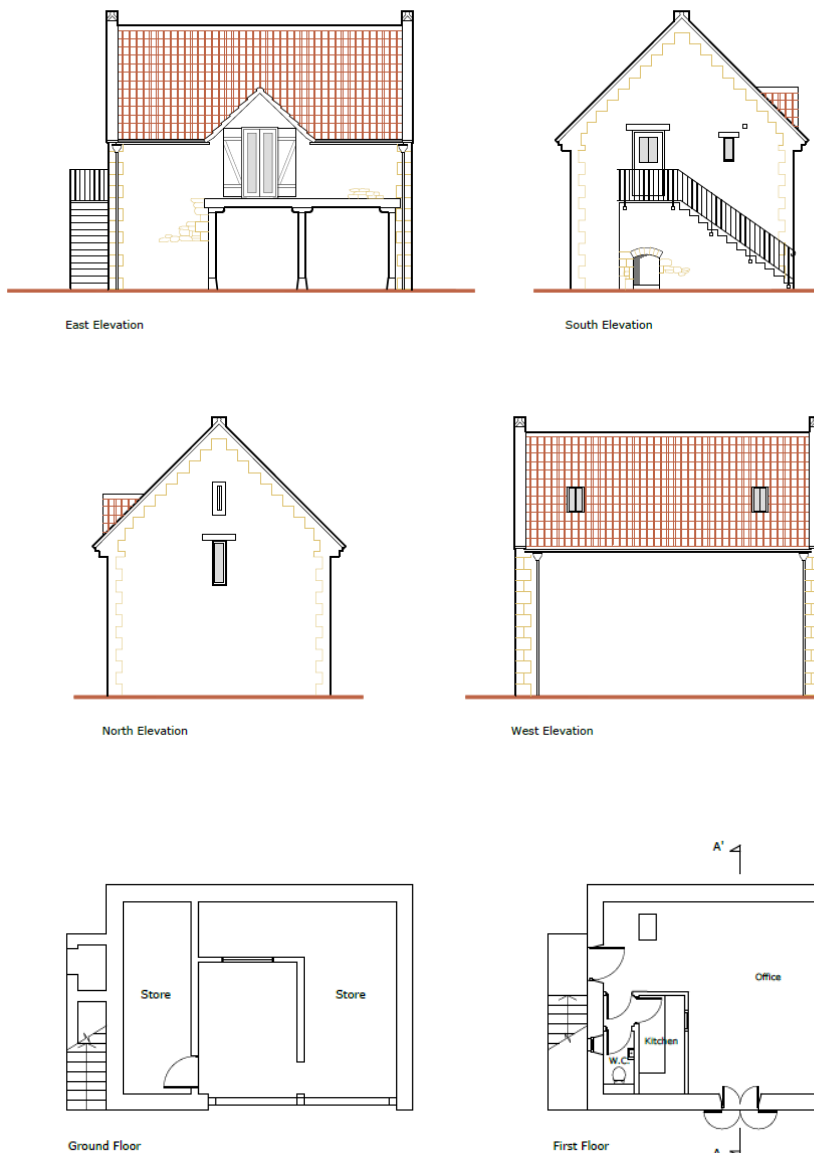
- 2.2 Park Farm Barn was converted to a dwelling following consent under reference **N/93/01502/LBC** in October 1993.
- 2.3 Planning permission was granted under references **N/97/00890/LBC & N/97/00889/FUL** for erection of outbuildings to the west of Park Farm Barn which was implemented following the grant of consent in June 1997.
- 2.4 Under reference **N/03/02021/FUL** planning consent was sought for the '*erection of building for office /covered parking*'; the building subject of this application.

- 2.5 During consideration of application N/03/02021/FUL a second application was made for 'change of use of outbuilding to bed & breakfast (retrospective)', reference **04/01039/COU**, in respect of the building granted permission under N/97/00890/LBC & N/97/00889/FUL.
- 2.6 Both applications were granted planning permission in February 2005 subject to a section 106 agreement wherein The Coach House is referred to as 'the Red building' and the bed & breakfast as 'the Green Building'. The section 106 agreement is reproduced as Appendix 1 of this statement.
- 2.7 Salient points of the agreement are as follows;
- 2.7.1 Para.2(a) *'the Owner will not cause or permit the Red Building to be used for any purpose except as accommodation ancillary to the residential use of the House and the Green Building provided that the use of the ground floor of the Red Building for such ancillary purpose together with the use of the upper floor of the Red Building for office use by the occupier for the time being of the House in connection with the said occupier's use of the Yard for the storage of building materials shall be deemed not to be in breach of this agreement'*.
- 2.7.2 The agreement goes on to prevent the use of the Red and Green Buildings as separate dwellinghouses, or independent disposal of any of the buildings or house, severally or individually.
- 2.8 Around 2016 the Applicant brought a portakabin office onto his builders yard, to the west of the application site, thereafter the upper floor of The Coach House has been offered as guest accommodation, known as 'The Loft at Park Farm Barn', and also used as ancillary accommodation for the Applicant's family and guests. The ground floor has been used as ancillary domestic storage and utility space in association with Park Farm Barn.
- 2.9 In February 2019 a certificate of lawfulness was issued under reference **18/11429/CLE** for the use of the former farmyard and former agricultural building as a builders storage facility ('the Yard' referenced in the s106 agreement).

- 2.10 Under reference **20/04961/FUL** planning permission was granted, and subsequently implemented, for the *'re-use and extension to rural building to create a single dwelling'*, in respect of the 'The Stables' some 35.0m west of The Coach House.
- 2.11 In October 2024 the Applicant ceased occupation of the Yard in association with his business. The Yard, which was rented by the Applicant from the Methuen Estate, is now occupied by the Estate in association with their management of the Estate land. Due to poor health, Terry did not relocate his building supplies and instead sold off the materials and equipment and is now semi-retired.
- 2.12 The original purpose of the building has now ceased and the accommodation is no longer required ancillary to the house, and therefore planning permission is now sought for the change of use of the modest building to form a single dwelling.
- 2.13 The Applicant is aware of the implications of the Section 106 agreement, and recognises the need to address the detail of the agreement in due course. However, it is appropriate, in the first instance to seek planning consent for the proposed residential use first, before approaching the ongoing planning relevance of the legal agreement insofar as it relates to The Coach House.

3.0 Proposed development

- 3.1 The application, subject of this statement, request planning permission for the change of use a rural building from office/storage and ancillary residential use to an independent dwelling (Class C3).
- 3.2 No operational development is proposed as part of the development.
- 3.3 Plans and elevations are produced below (not to scale).



4.0 Policy Context

- 4.1 The relevant Development Plan for this form and scale of proposal comprises Wiltshire Core Strategy 2015 (WCS), The Corsham Neighbourhood Plan 2019 and the National Planning Policy Framework 2024.
- 4.2 **Wiltshire Core Strategy Core Policy 1; ‘settlement strategy’** of the WCS directs the majority of planned development to the principal settlements and market towns of county, with a limited distribution of residual development to local service centres, large and small villages.
- 4.3 Outside of the limits of development **Core Policy 2; ‘delivery strategy’** confirms that development will only be permitted if it accords with the ‘exception policies’ listed in para.4.25 of the WCS.
- 4.4 Para.4.25 identifies **Core Policy 48; ‘supporting rural life’** as an exception policy. CP48 supports the conversion and re-use of rural buildings as an approach to delivery of windfall development which forms a significant percentage of the annual housing delivery targets. The five criteria of CP48 that must be satisfied for such development to be supported by the LPA form the basis of the planning assessment in section 5 of this statement.
- 4.5 The **Corsham Neighbourhood Plan 2016-2026** is silent in relation to the residential - re-use of rural buildings, but does support good quality design that will integrate with the character of the Corsham’s heritage.
- 4.6 **The National Planning Policy Framework (December 2024)** is a material consideration in the decision making process. Of particular importance is that available data¹ shows that the LPA can only demonstrate a 2.42 year housing land supply, and therefore the ‘tilted balance’ of para.11(d) is engaged and the policies for delivery of new housing development are to be considered out-of-date. Thus, the LPA are required to grant

¹ www.planningresource.co.uk/planningdatadashboard



planning consent '*unless any adverse impacts of do so would significantly and demonstrably outweigh the benefits*'.

5.0 Planning Assessment

- 5.1 CP48 supports the re-use of rural buildings for employment, tourism, cultural and community uses, but where these uses are not practical propositions, the policy also supports residential development of such buildings.

Viability appraisal

- 5.2 The application, subject of this statement, is supported by a Viability Appraisal Report by Richard J Newsome FRICS of Strakers. Due to the sensitive content of the report the Applicant requests that it does not form part of the public register of the application.
- 5.3 Appropriately, the appraisal assesses the viability of employment, tourist and residential uses of the building which are supported by CP48 in the absence of the section 106 agreement, which was imposed under a different Development Plan policy context.
- 5.4 The appraisal concludes that the demand for, and viability of, an employment use of the building is not a realistic proposition that would justify a commercial investment in the building. Likewise, the appraisal indicates that investment in the building for tourist uses would not realise any profit and therefore prevent such development.
- 5.5 Given the community and cultural uses naturally give no return upon investment, the only practical proposition for the re-use of the building is for residential purposes.

Assessment under Core Policy 48

- 5.6 In all proposals for the conversion and re-use of rural buildings CP48 requires that 5no. criteria are satisfied, these are set out and assessed below.

i. The building(s) is/are structurally sound and capable of conversion without major rebuilding, and with only necessary extension or modification which preserves the character of the original building.

- 5.7 The building was constructed following the grant of planning permission in 2005 and has been maintained in good order since that time. There is no question that the structure is sound and capable of the change of use proposed without any alteration or rebuilding.

5.8 The proposed development therefore accords with CP48(i).

ii. The use would not detract from the character or appearance of the landscape or settlement and would not be detrimental to the amenities of residential areas.

5.9 The Coach House has been used as an office and store, and latterly as a holiday let utilising the parking area to the front (east) of the building and a small area of lawn to the north east. The application site is surrounded by residential properties.

5.10 The proposed change of use will create a modest, single bedroom dwellinghouse, utilising the same area as the original planning permission and thus, not extend the existing parking or amenity areas in the wider countryside, and be a complimentary use in its setting within the residential properties of Westrop.

5.11 The proposed development therefore accords with CP48(ii).

5.12 CP48 lends primary support to development for employment, tourism or cultural/community uses, before residential uses are considered. Employment use of the building would necessarily result in a greater number of vehicles travelling to and from the site, with the final section over a private way. Employment use of The Coach House represents a non-compliant use of the building, in relation to the surrounding residential uses, which is likely to detract from the character and appearance of the landscape and settlement, and the amenity of surrounding residents, in conflict with CP48(ii).

5.13 The Coach House has been used for low-intensity tourist uses by the Applicant, however due to age and health, and the cost associated with management of the unit, they have had to take the decision to focus on letting of the bed & breakfast unit closer to the house. The Coach House has therefore largely been used as ancillary accommodation to the house, for guests and family to stay. The s106 agreement confirms that the use of The Coach House as ancillary accommodation is acceptable and the occasional letting of the unit is not considered to be a material change of use that conflicts with the terms of the s106 agreement. As discussed above, the existing use of the application site will not materially change once planning permission is granted for independent residential use of the property, although it has been shown

that the return for sale of the property as an independent tourist unit would not be sufficient to make it a practical proposition for the Applicant.

- 5.14 The cultural/community use of the building has the potential to have a materially greater impact on the building and its environs through larger groups attending the site both inside and outside of normal business hours. Such a use in this location would clearly detract from the character and appearance of the area and therefore conflict with CP48(ii).

iii. The building can be served by adequate access and infrastructure.

- 5.15 The Coach House is already supplied by water, electric and broadband, and is fully connected to an existing foul and surface water disposal system. The property is easily accessible by car and benefits from a flat walk or cycle of some 2.5km to the High Street of Corsham where regular buses run to Chippenham and Bath, such the proposals accord with CP48(iii).

iv. The site has reasonable access to local services.

- 5.16 As mentioned above, the site is located some 2.5km east of Corsham High Street and its range of independent traders and shops. The commercial estate of Methuen Park is some 2.1km to the north east, accessible via National Cycle Route 403 from the application site. The site is considered to be well related to local services and facilities in accordance with CP48(iv).

v. The conversion or re-use of a heritage asset would lead to its viable long term safeguarding

- 5.17 The site and building are not heritage assets and therefore criterion (v) is not relevant to the consideration of the application, however the site does lay with a Conservation Area. Importantly, the proposals, subject of this application will have no material impact on the heritage designation or its significance.

Other material considerations

Ecology

- 5.18 The application site outside of the Bath & Bradford-on-Avon Bat Buffer Zone.

- 5.19 The development is considered to fall below the threshold for Biodiversity Net Gain, relating only to land that was subject of the original development under N/03/02021/FUL, and therefore not impacting on a priority habitat or more than 25 square metres of on-site habitat.

Heritage

- 5.20 Assessment of the impact of the building on Corsham Conservation Area and the surrounding Listed Buildings was undertaken in consideration of the original application, granted consent in February 2005.
- 5.21 Given the no material changes are proposed to the building or to the character of its existing use, there will be no material impact on the designated heritage assets or their settings through the proposed development.

6.0 Planning balance & concluding notes

- 6.1 The starting point for the determination of this application is the provisions of the Development Plan. Section 38(6) of the Planning and Compulsory Purchase Act 2004 states determination must be made in accordance with the Plan unless material consideration indicates otherwise. The planning assessment above confirms that the development meets the tests of CP48 which accords with the NPPF as sustainable development and therefore should be granted planning permission without delay.
- 6.2 Below the harms and benefits of the proposed development are assessed adopting the following hierarchy of weight; Full > Substantial > Very Significant > Significant > Moderate > Limited > Very Limited > None.

Benefit	Harm	Notes	Weight
Delivery of a modest single dwellinghouse		In the absence of a 5yr HLS the development will contribute to local windfall housing supply through the re-use of an existing building, and by virtue of its scale it will be relatively affordable.	Substantial benefit
	Traffic generation associated with residential use	Traffic generation from the proposed development will be comparable to that generated by its existing use and have no material impact on highway capacity or safety.	Very Limited harm

	Loss of a unit of tourist accommodation	Tourist accommodation will remain available at Park Farm Barn	Very Limited harm
Maintenance and investment in the application site		The development will result in the long term management and investment in the building that will continue to complement its historic setting	Moderate benefit
Amenity of existing residents		The residential use of The Coach house will accord with, and complement the surrounding, uses	Moderate benefit

- 6.3 Having assessed the weight that can be afforded the benefits and potential harms associated with the development proposals, we conclude that the benefits of planning permission significantly outweigh the adverse impacts of doing so.
- 6.4 It is trusted that the local planning authority will be able to support the application in its submitted form. The Applicant would welcome the opportunity to discuss in detail the proposals and to provide further information as required to enable a comprehensive assessment to be undertaken. Please contact the Agent at the earliest opportunity should such details be necessary.



Appendix 1

Agreement under Section 106

Richard Packer

02/02/2005 08:24

To: Joanna Goldstone/NorthWilts, Bev Hinds/NorthWilts

cc:

Subject: S.106 Agreement - Park Farm Barn, Westrop (S.106.412)

This agreement was completed yesterday. I will let you have the original/a copy, for safe keeping/registration as a local land charge, this morning.

Richard

✓
REG: 2-2-05.



494

THIS AGREEMENT is made the *1st* day of *February* 200*4**5*

BETWEEN

NORTH WILTSHIRE DISTRICT COUNCIL of Monkton Park Chippenham Wiltshire ("the Council") of the first part

TERENCE ANDREW WALDRON and **KATHERINE JANE WALDRON** both of Park Farm Barn Westrop Corsham SN13 9QF (together "the Owner") of the second part

NATIONAL WESTMINSTER BANK PLC (Co Regn No 929027) of Manchester Securities Centre PO Box 339 Floors 14 & 15 Lowry House 17 Marble Street Manchester M60 2AH ("the First Mortgagee") of the third part and

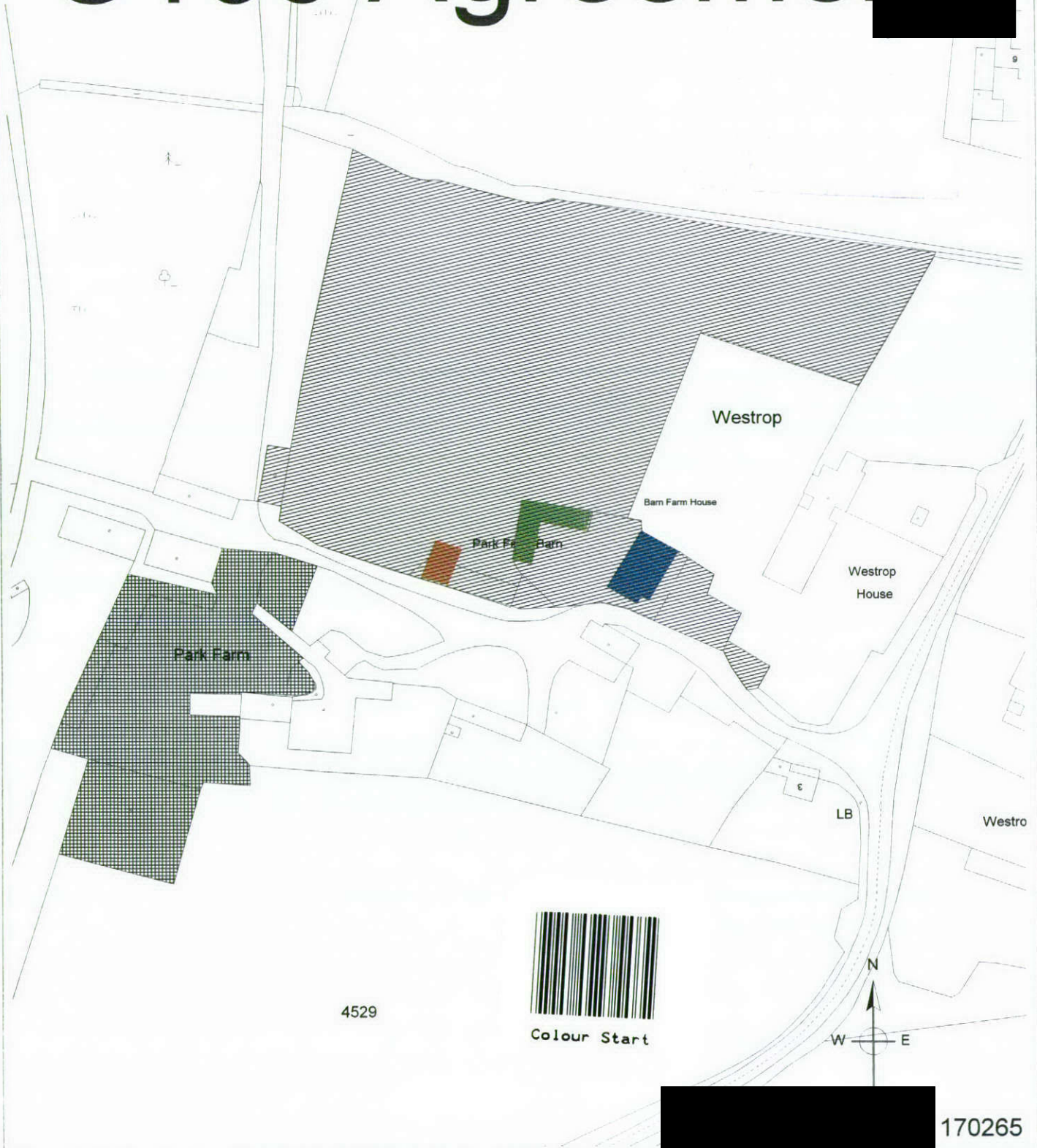
NATIONAL WESTMINSTER HOME LOANS LIMITED (Co Regn No 1449354) of PO Box 156 Priory House 38 Colmore Circus Queensway Birmingham B4 6AL ("the Second Mortgagee") of the fourth part

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 the registered proprietor with title absolute of land at Park Farm Barn Westrop Corsham Wiltshire shown for the purposes of identification hatched on the plan herein ("the Land")
- (3) Part of the Land ("the First Part of the Land") is registered under Title Number WT124560
- (4) The First Mortgagee is the registered proprietor of a registered charge dated 23 September 1996 and also of a registered charge dated 22 December 1998 in respect of the First Part of the Land both said charges being to secure the moneys including the further advances therein mentioned
- (5) The Second Mortgagee is the registered proprietor of a registered charge dated 29 January 2001 in respect of the First Part of the Land to secure the moneys including the further advances therein mentioned
- (6) The Owner is the registered proprietor with title absolute under Title Number WT124561 of the remaining part of the Land
- (7) The Owner has made an application numbered 03.02021.FUL for planning permission to develop the Land by the construction of a building on the Land in the position shown for the purposes of identification coloured red on the plan herein ("the Red Building") as more particularly described in the said application and plans deposited therewith
- (8) The Owner has made a further application numbered 04.01039.COU for planning permission to develop the Land by the change of use of a building situate on the Land in the position shown for the purposes of identification coloured green on the plan herein ("the Green Building") to bed and breakfast accommodation as more particularly described in the said application and plans deposited therewith
- (9) The Council has indicated its willingness to approve the said applications and to grant planning permission in respect thereof provided that the Red Building shall be used only for purposes ancillary to the residential use of the dwellinghouse situate on the Land and shown for the purposes of identification coloured blue on the plan herein ("the House") or for such use on the ground floor together with the use of the upper floor for office purposes by the occupier of the House in connection with the use of the land shown for the purposes of identification cross hatched on the plan herein ("the Yard") for the storage of building materials and provided that the Green Building shall not become an independent dwelling and

388376

S106 Agreement



*North
Wiltshire
District
Council*

Park Farm Barn, Westrop, Corsham, Wilts
SCALE: 1:1250

Grid Ref: ST8847 7038 03/02021/FUL

S106.412
Planning Services

14/5/04

provided that the Red Building the Green Building and the House shall remain in the same ownership and pursuant to the covenants herein

NOW THIS DEED WITNESSES as follows

1 THIS Agreement is made in pursuance of section 106 of the Town and Country Planning Act 1990 and of all other enabling powers and the covenants herein are a planning obligation for the purposes of the said section 106 which is enforceable by the Council as local planning authority

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

- a) the Owner will not cause or permit the Red Building to be used for any purpose except as accommodation ancillary to the residential use of the House and the Green Building provided that the use of the ground floor of the Red Building for such ancillary purpose together with the use of the upper floor of the Red Building for office use by the occupier for the time being of the House in connection with the said occupier's use of the Yard for the storage of building materials shall be deemed not to be in breach of this Agreement
- b) the Owner will not cause or permit the Red Building or the Green Building to be used as a separate dwelling
- c) the Owner will not sell or lease for any term or otherwise dispose of the Red Building unless such sale or lease or other disposition shall include the Green Building and the House
- d) the Owner will not sell or lease for any term or otherwise dispose of the Green Building unless such sale or lease or other disposition shall include the Red Building and the House
- e) the Owner will not sell or lease for any term or otherwise dispose of the House unless such sale or lease or other disposition shall include the Red Building and the Green Building

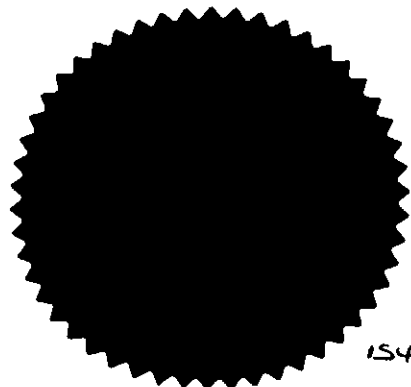
3 THE First Mortgagee and the Second Mortgagee have consented to the Owner entering into this Agreement and hereby acknowledge that the First Part of the Land shall henceforth be bound by the covenants herein

4 WHERE the expression "the Owner" includes two or more persons a reference to the Owner shall be deemed to be a reference to each and every such person both jointly and severally

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed the Owner has signed this Agreement as a deed and the First Mortgagee and the Second Mortgagee have executed this Agreement as a deed in the manner hereinafter appearing the day and year first before written

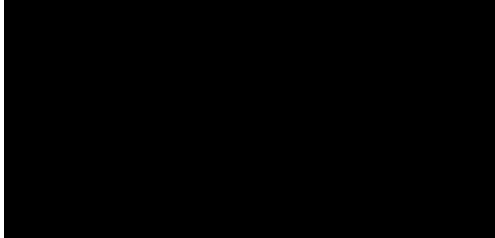
THE COMMON SEAL of the **NORTH**
WILTSHIRE DISTRICT COUNCIL was
hereunto affixed in the presence of

Authorised Officer



154854

SIGNED as a deed by the said
TERENCE ANDREW WALDRON
in the presence of



SIGNED as a deed by the said
KATHERINE JANE WALDRON
in the presence of



SIGNED and delivered as a deed by

as the attorney and on behalf of
NATIONAL WESTMINSTER BANK PLC

Signed as a deed by

as the Attorney in their capacity
as Documentor Sheffield Credit
Documentation for and on
behalf of National Westminster
Bank PLC

In the presence of

Sheffield Credit Documenta
PO Box No. 502
2nd Floor, 42 High Street
Sheffield, S1 2YW

THE COMMON SEAL of
NATIONAL WESTMINSTER HOME LOANS LIMITED
was hereunto affixed in the presence of


and
National
Westminster Home
Loans Limited

Authorised Counter Signatory

In the presence of
Dated:
COMPANY OFFICIAL-
NATIONAL WESTMINSTER
HOME LOANS LIMITED
PO Box 156
Priory House
Birmingham
B4 6AL


Emma Barnfield
Team Manager