

**Legal and Property Services**  
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Salisbury, Wiltshire SP2 2DS

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Field Fisher Waterhouse LLP  
CDE 823  
LONDON

DATE: 1 October 2008

OUR REF: AB/4406

YOUR REF: Edward  
Bannister

Dear Sirs

**Re: Section 106 Agreement - Pythouse Club West Hatch Tisbury**

I refer to our various emails and conversations.

The matter is now completed and I return one copy of the Agreement executed on behalf of the Council and dated 30 September 2008. Your cheque in respect of the costs and monitoring fee was acknowledged by letter of 17 September. I confirm that your undertaking in this respect is discharged.

I have requested the Head of Development Services to issue the relevant planning permission.

Please acknowledge receipt of the completed document, in due course.

Yours faithfully



Ann Beard  
Legal Assistant (Planning)  
(Sector)

Enc

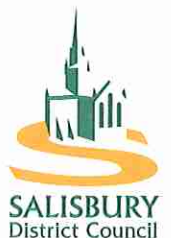


INVESTOR IN PEOPLE



CUSTOMER SERVICE EXCELLENCE

Emma Fothergill  
Awarded 3 times  
Housing Services  
Waste and Recycling Services



DATED

*30th September*

2008

SALISBURY DISTRICT COUNCIL (1)

and

HENRY JOHN SEBASTIAN RUMBOLD (2)

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**PLANNING OBLIGATION**

under Section 106 of the  
Town and Country Planning Act 1990  
(as amended)  
relating to land at  
Pythouse Club  
West Hatch Tisbury  
SP3 6PD

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**LEGAL AND PROPERTY SERVICES  
SALISBURY DISTRICT COUNCIL**

APB/4406

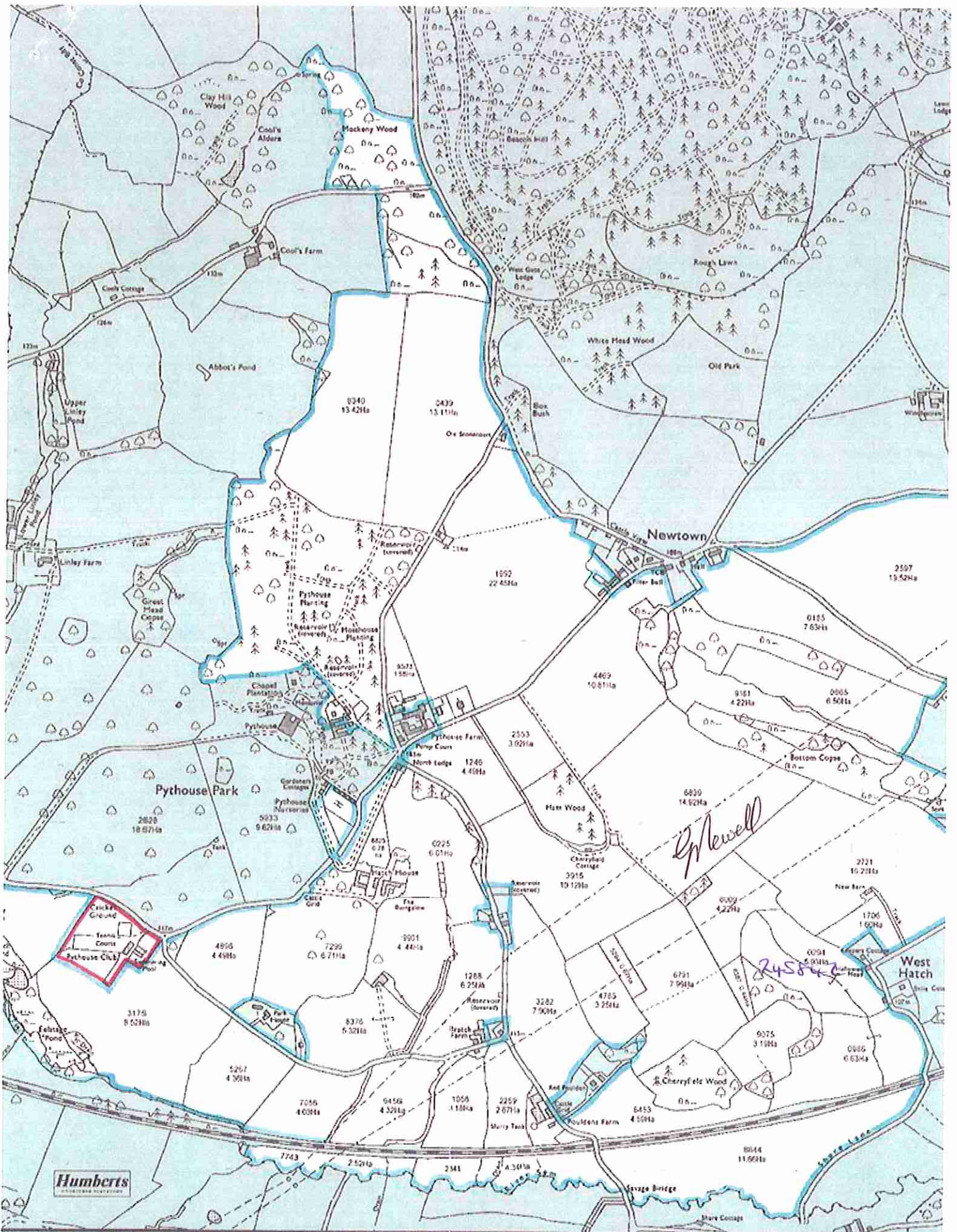
**THIS PLANNING OBLIGATION** is made the 30<sup>th</sup> day of *September*  
2008 **BETWEEN** SALISBURY DISTRICT COUNCIL of The  
Council House Bourne Hill Salisbury Wiltshire SP1 3UZ (hereinafter called “the  
Council”) of the one part and HENRY JOHN SEBASTIAN RUMBOLD of Hatch  
House, Hatch near Tisbury Wiltshire SP3 6PD (hereinafter called “the Owner”) of the  
second part

### **INTERPRETATION**

In this planning obligation the following words and expressions shall unless the  
context otherwise requires have the following meanings:-

#### **WORDS AND EXPRESSIONS    MEANINGS**

“the Act”	The Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
“the Application”	Planning application number S/2006/2384 for full planning permission made to the Council by the Owner on 16th November 2006
"the Caretaker's Flat"	The residential accommodation to be constructed as part of the Proposed Development for use by a resident caretaker
“the Land”	All that land known as Pythouse Club West Hatch Tisbury SP3 6PD and shown for the purposes of identification only edged red on the plan annexed to this planning obligation
"Local People"	People living in the parishes comprised in the Western Area of the Council listed in the second



Showing Ordnance Survey pitd map current at the time with the sanction of M Stationery Office, revised ST82NE, ST83SE, V

**PYTHOUSE ESTATE  
TISBURY**

Scale 1:5,000



Compiled June 1997 from the Ordnance Survey mapping stated kind from information supplied by the proprietor

LEGEND	
Estate Boundaries	Let Properties
Farmland	Woodland

Layout copyright CUSTOMAP  
Quidham, Quidham St  
Howorthike, Salisbury  
WILTSHIRE, SP5 5BL  
Tel: (01722) 780243  
OS Lic No. A151135A

*X Hg Randall X*

Project No: The Pythouse Club  
Drawing No: Estate Plan

**nlastik**

schedule hereto

“Occupied”

Occupation for the purposes permitted by the Planning Permission, but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupation” and “Occupy” shall be construed accordingly

“Planning Permission”

The planning permission to be issued in respect of the Application

“Club Rules”

The rules and regulations issued from time to time (in accordance with this Deed) governing (among other things) the membership of the Sports Club

"the Sports Club"

The club operating from the Land as a sports club whether or not called 'Pythouse Club'

“the Proposed Development”

The development of the Land by the replacement clubhouse including two storey extensions and creation of a caretaker’s flat and associated works

"the Tourist Accommodation"

The eight bedrooms for use by visiting teams, Local People and tourists to be constructed as part of the Proposed Development

References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Council, the successors to its statutory functions.

## RECITALS

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and for the purposes of enforcing this planning obligation
- (2) The Owner is the owner in fee simple absolute in possession of the Land free from incumbrances
- (3) The Owner has made the Application to develop the Land by carrying out the Proposed Development
- (4) The Proposed Development includes (without limitation) the provision of the Caretaker's Flat and the Tourist Accommodation, a replacement swimming pool, construction of four additional tennis courts, refurbishment of the cricket ground and facilities, improved access and parking and enhancement of landscaping
- (5) The Council, in considering the Application, has taken into account the business plan submitted with the Application, the benefits of providing a community facility with priority for its use and membership given to Local People that would contribute to the social and economic vibrancy of the rural community comprised of West Tisbury and other parishes surrounding the Land and the policy objections to the Proposed Development and has resolved to grant full planning permission in accordance with the Application, subject to conditions and to the making of this planning obligation, without which planning permission for the Proposed Development would not be granted
- (6) The Council and the Owner are desirous of entering into this planning obligation upon the terms hereinafter appearing

**NOW THIS DEED** is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

- 1 AS from the date of the Commencement of Development (as defined within Section 56 of the 1990 Act) the Land shall be subject to the restrictions and requirements of this planning obligation
- 2 THE Owner covenants with the Council to comply with the restrictions and requirements of the Schedules hereto and all other provisions of this planning obligation
- 3 NOTHING contained or implied in this planning obligation shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its rights powers duties and obligations under all or any public or private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this planning obligation
- 4 IN the event that any part of this planning obligation may be subject to challenge review deletion or otherwise rendered null void or avoidable the balance of this planning obligation shall remain in full force and effect
- 5 NOTHING in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this planning obligation
- 6 NO person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest

7 THE Owner has paid to the Council:

(a) the Council's reasonable expenses of £750 in connection with the negotiation preparation and completion of this planning obligation

(b) a contribution of £500 towards the Council's costs of monitoring compliance with this planning obligation

and the Council acknowledges receipt of the above payments

**IN WITNESS** whereof this planning obligation has been duly executed as a deed by the parties hereto the day and year first before written

#### **SCHEDULE 1**

- 1 To retain the Land in one ownership and not to lease any part of the Land separately from the whole without obtaining the previous consent of the Council such consent not to be unreasonably withheld or delayed and PROVIDED that the Council shall consent if the Owner demonstrates that such letting is part of the overall operation and management of the Sports Club in accordance with this planning obligation
- 2 Not to sell, let, lease or permit occupation of the Caretaker's Flat or the Tourist Accommodation other than in association with the Sports Club and the Land
- 3 Not to permit any person to occupy the Tourist Accommodation for longer than fourteen days consecutively
- 4 Not to permit occupation of the Caretaker's Flat other than by a person employed in that capacity and their resident dependents
- 5 Not to Occupy or permit Occupation of the new clubhouse building until the cricket ground and its new facilities (including the construction of a new pavilion) have been fully completed and are ready of use

- 6 Not to open the facilities of the Sports Club for use until the Owner has submitted to and obtained the written approval of the Council to the Club Rules, such approval not to be withheld or delayed where the Club Rules contain the following provisions (or such alternative provisions which provide for priority membership and priority use of the Sports Club by Local People in a similar manner and do not otherwise derogate from the principles in paragraph 7 set out below) - “Local Requirements”
- 7 The Local Requirements to go into the Club Rules are that at all times (save in respect of (a), which is limited in time):
- (a) For the period being the first three months immediately after Occupation of the Sports Club to ensure that membership of the Sports Club is available to all Local People who apply, sign up to the Club Rules and pay all fees (as discounted below) then payable;
  - (b) Local People shall be offered a 10% discount from the initial joining fee for the Sports Club;
  - (c) Local People shall be offered a 10% discount from the full range of annual membership rates or rates published from time to time in place;
  - (d) Local People on any waiting list for membership shall be given priority over and above others on that list;
  - (e) where there is a waiting list for the Tourist Accommodation or any other facilities being provided by the Sports Club (in the event of a cancellation) then Local People shall be given priority over and above others on that list at that time;
  - (f) Local People shall be offered a 5% discount from the published room rate for the Tourist Accommodation

- (g) Local People shall be offered a 5% discount on any charge for the use of sports facilities which is raised separately from the rates mentioned in (c) above
- 8 Once the Club Rules have been approved by the Council under paragraph 6 above, there shall be no further changes to the Local Requirements without the consent of the Council, such consent not to be unreasonably withheld or delayed where the Club Rules are similar to the Local Requirements noted above (and no less beneficial to Local People). Other changes can be made to the Club Rules without any consent, provided that such changes (either individually or collectively) do not in any way change the benefits to be provided to Local People, as noted above, and the Owner sends a draft of the proposed changes to the Council no less than 21 days before they come into effect
- 9 If any changes are made to the Club Rules, the Owner shall provide copies of the amended Club Rules to the Council highlighting any changes made from the last edition
- 10 To operate the Sports Club in accordance with the Club Rules as agreed from time to time by the Council
- 11 The Owner shall provide the Council upon reasonable request with:
- details of the number of members of the Sports Club broken down by categories of membership (including children) to show how many are Local People;
  - the membership rates paid or payable by all members and any discounts provided;

- the charges for the use of specific sports facilities and any discounts provided;
- the current copy of the Club Rules;
- the published room rates for the Tourist Accommodation;
- details of any waiting lists;
- details of the use of facilities which are separately booked (whether or not for a fee) split between Local People and others;
- such other information/documentation as the Council may reasonably require in order for the Council to confirm that the provisions of this Deed have been and are being complied with;
- details of the person or post responsible for providing the above information to the Council

## SCHEDULE 2

### Parishes in the Council's Western Area

Maiden Bradley with Yarnfield ,Kilmington, Stourton with Gasper, Zeals, Mere, West Knoyle, East Knoyle, Chicklade, Berwick St Leonard, Hindon, Fonthill Gifford, West Tisbury, Sedgemoor and Semley, Donhead St Mary, Tollard Royal, Berwick St John, Donhead St Andrew, Tisbury, Fonthill Bishop, Chilmark, Teffont, Sutton Mandeville, Swallowcliff, Ansty, Alvediston, Ebbesborne Wake, Bowerchalke, Fovant, Dinton, Barford St Martin, Compton Chamberlayne, Broadchalke, Bishopstone, Burcombe Without, Wilton, Quidhampton and Netherhampton

THE COMMON SEAL of SALISBURY )

DISTRICT COUNCIL was hereunto affixed )

in the presence of :- )



Authorised Signatory

245842

SIGNED AS A DEED by the said )

HENRY JOHN SEBASTIAN RUMBOLD )

in the presence of:- )



Witness signature.....

Witness name [print]..... I. D. BEST.....

Witness address..... WOOD COTTAGE.....

WEST HATCH...TISBURY

Witness Occupation..... Shop MANAGER