Application Ref: NP/12/0449

Application Type	Modification of Planning Obligation
Grid Ref:	SN05724064
Applicant	Mr C Noott
Agent	
Proposal	To lift the occupancy restriction to enable the disposal/sale of units 1, 3 and 4 in Block One
Site Location	Newport Golf Club, Newport, Pembrokeshire, SA42 0NR
Case Officer	Vicki Hirst

Summary

This application seeks the modification of the Section 106 obligation imposed on planning permission NP/04/316 in relation to Newport Golf Club to remove the occupancy restriction imposed on Flats 1, 3 and 4, Dormy House to enable their disposal/sale separately from the overall golf course.

The main issues to be considered in this case are:

- Whether the modification of the planning obligation would meet adopted planning policy
- Whether the planning obligation continues to meet the requirements of Circular 13/97
- Other material considerations that would support the modification of the obligation

It is not considered that the request for a modification has been justified and the original obligation should remain on policy grounds and having regard to national policy advice. In your officer's view there are no overriding other material considerations that would justify allowing the modification of this obligation contrary to long and well established national and local policy. In addition, the economic gains that are presented in this application are not considered to be sufficiently compelling or with a level of surety that would justify the release of this accommodation from the original Section 106 requirements.

The application is therefore recommended for refusal.

Consultee Response

Nevern Community Council: Objecting

Public Response

One other letter has been received setting out that the trustees of Flat 2 Dormy House (which is not tied to the golf club) would have no objection in principle to this proposal providing new leases are drawn up on the same basis as that for Flat 2.

Policies considered

Please note that these policies can be viewed on the Policies page Pembrokeshire Coast National Park website - http://www.pembrokeshirecoast.org.uk/default.asp?PID=549

LDP Policy 01 - National Park Purposes and Duty

LDP Policy 07 - Countryside

LDP Policy 08 - Special Qualities

LDP Policy 15 - Conservation of the Pembrokeshire Coast National Park

LDP Policy 35 - Visitor Economy

TAN 06 - Planning for Sustainable Rural Communities

Legislative Powers/Policy Framework

Although the adopted development plan has changed since the extensions to the golf club were approved, the policy principles remain the same. Policies in the adopted Local Development Plan only allow development in the countryside where amongst other things, tourist attractions or recreational activity is proposed where the need to locate in the countryside is essential, and where possible these proposals should use existing buildings. New self catering accommodation will only be allowed in the countryside where the land is a brownfield site or by the conversion of a building. (Policies 7 and 35). The general policies in relation to the protection of the National Park's special qualities and landscape are also relevant (Policies 1, 8 and 15).

Circular 13/97 is also relevant and sets out the main criteria to be met in requesting a planning obligation and these are similar to those required to be met in imposing a planning condition. Obligations should be necessary, relevant to planning, directly related to the development, fairly and reasonably related in scale and kind to the proposed development and reasonable in all other respects. They should also enhance the quality of the development and enable proposals to go ahead which might otherwise be refused.

Officer's Appraisal

Background

Planning permission was granted on 14th March 2006 for the extension and re-arrangement of the clubhouse accommodation, re-modelling of the existing flats, extension of the driving range shelter, guest rooms, link flat and golf pro accommodation and the extension of the golf course to 18 holes at Newport Golf Club. (NP/04/316).

At the time of the application, officers advised members that the part of the application in relation to the new accommodation contravened the then policies of the Local Plan particularly if the new 18 hole golf course was not constructed prior to the occupation of the new accommodation. A business

plan was submitted in support of the application but the Authority's Finance Officer commented that "I cannot conclude that the future viability of the business is dependent on the enhanced accommodation and catering facilities". Furthermore, the applicant at the time was unwilling to enter into a Section 106 obligation that required the 18 hole course to be completed prior to the accommodation being built or occupied. Officers therefore recommended refusal as it was not considered that the additional accommodation was justified in the absence of an overall expansion of the existing facility.

Members however resolved to approve the development but subject to the applicant entering into a Section 106 obligation to ensure the delivery of the complete scheme and to tie the accommodation to the golf course in perpetuity. The minutes from the meetings highlight how important members considered the need for a Section106 obligation to be to enable this application to be approved.

As such, the application was subsequently approved subject to a Section 106 obligation which required the formation of the fairways, greens and non-playing areas on the Land, the road crossover and the enhancement of the existing flats in Dormy House. In addition, the obligation restricted the disposal of any part of the land within the agreement (with the exception of Flat 2 Dormy House which was one of four existing flats on the site) other than as part of the Newport Golf Club. This effectively required the overall enhancement of the facilities and site, and tied the golf course to all facilities and accommodation associated with the golf club and restricted any future severance. The reason for this obligation was that the proposal was only justified as development in association with the recreational activity (ie golf course) in this countryside location and with an improved appearance to the existing development.

The flats known as Dormy House were in situ at the time of the application and were at the time not restricted to use by the golf course. Flat 2 had already been sold privately, but it was considered that the remaining flats should be tied to the golf course in the interests of ensuring that there was sufficient accommodation for the golf club taking account of their request for additional development and set out in their Business Plan, and to ensure that the maintenance of all buildings was carried out as a single entity in the interests of their visual appearance.

Section 106 of the Town and Country Planning Act 1990 includes provisions for the modification of such obligations. These modifications cannot be sought prior to the expiry of five years from the original obligation; in this instance the five years has been exceeded. Circular 13/97 – Planning Obligations provides advice on the imposition and subsequent modification of planning obligations and advises that the preferred option for variation of obligations is through agreement with the parties concerned rather than through a formal application and appeal procedure.

As such an "informal" request seeking the modification of the Section 106 obligation to allow for the sale of the three remaining flats within Dormy House on the same leasehold basis as Number 2 was made in August 2011. The matter was reported to the Development Management committee on 21st September 2011 where it was resolved to refuse the modification request on the following grounds:

1. The modification would be contrary to the provisions of the adopted Local Development Plan, in particular policy 7 which seeks to resist development in the countryside unless, amongst other things, tourist attractions or recreational activity is proposed where the need to locate in the countryside is essential. In addition policy 35 seeks to resist new self catering accommodation in the countryside. The release of Dormy House flats from the overall golf course would be tantamount to allowing accommodation in the countryside without any justification.

2. The modification would also be contrary to policies 1, 8 and 15 of the Local Development Plan which seek to protect and enhance the special qualities of the National Park. The modification of the Section 106 agreement would reduce the control over Dormy House in visual terms as part of the overall golf club in terms of its external appearance and decoration.

3. The Section 106 agreement continues to comply with the "tests" set out in Circular 13/97 in relation to Planning Obligations in that it remains necessary, relevant to planning, directly related to the development, fairly and reasonably related in scale and kind to the development and reasonable in all other respects. Its requirement to enhance the quality of development and to enable the original proposals to go ahead also remains. The modification of the agreement would undermine the fundamental reasons for its original imposition and which allowed this development to go ahead.

4. It is not considered that there are any overriding material considerations that would justify the modification of the agreement contrary to the provisions of the development plan and national guidance.

As this decision was based on an "informal" request for modification rather than under a formal application there was no right of appeal against this decision. Members resolved that should a formal application be received for modification of the obligation that this should not be dealt with under officer's delegated powers but by further resolution by the Development Management committee. It is the formal application for a modification of the obligation that is the subject of this report.

Current Application

The current application again seeks a modification of the Section 106 obligation to remove the occupancy restriction imposed on Flats 1, 3 and 4,

Dormy House to enable their disposal/sale separately from the overall golf course. The applicant's main submission in relation to this matter together with a business plan is appended to this report but can be summarised as follows:

- The application has been amended to remove technical arguments and to set out the bigger picture in relation to future plans for the golf club.
- The works already carried out at the club have been very beneficial and produced enormous environmental gains
- The Agreement was required at the end of a long and protracted planning process and was mainly to ensure the course expansion and new build were carried out simultaneously
- There is interest in using Newport for future prestigious tournaments but investment is required to achieve championship course status.
- Concerns that the visual appearance of the building would not be retained can be resolved by a clause in the lease
- The flats are joined to the main club and share infrastructure so they cannot be regarded as unfettered residential units
- A clause could be imposed that stated that the units could not be used as the only or main residence of the occupants
- The units are too small for permanent occupation anyway
- The business has a reputation of excellence and good relationships with key partners
- The club employs several staff which will increase if the modification is granted
- The layout of the flats is not conducive to good letting and the monies would be better spent through re-investment which cannot be supported through normal lending
- Planning authorities are being encouraged to help the economy and this is one business that could offer those benefits to the community through re-investment of monies from the sale of the flats.

Officers Considerations

The main issues to be considered in this case are:

- Whether the modification of the planning obligation would meet adopted planning policy
- Whether the planning obligation continues to meet the requirements of Circular 13/97
- Other material considerations that would support the modification of the obligation

Whether the modification of the planning obligation would meet adopted planning policy

The policy framework set out above clearly restricts the approval of new development in the countryside unless it can be demonstrated that (in the case of a recreational activity) the need to be in the countryside is justified.

New self-catering accommodation in the countryside on previously undeveloped land is not permitted under adopted policy.

In this case, a golf course clearly requires a countryside location for its operation and can therefore demonstrate an essential need for being in this location. It can also be accepted that there may be a need for a certain amount of buildings to service this recreational activity (ie clubhouse, changing rooms, office etc). A number of golf courses also have an element of accommodation with them, either for the course manager or for users of the facility. In the case of Newport, there was much concern at the time of the original application that the accommodation would not be utilised as part of the golf course but would be an unfettered development in the countryside. As such the application was only granted subject to a planning obligation that sought to retain the accommodation as an integral part of the golf course and thus part of its revenue. Although this request for a modification relates only to the pre-existing flats, these were considered to be integral to the golf course, being situated between the clubhouse and new accommodation block and providing an important revenue for the overall viability of the golf course. A business plan was provided at the time of the application to demonstrate these factors.

In addition, the visual impact of the development was an essential part of the considerations. In the absence of any control over the existing flats, the overall appearance of the site could not be guaranteed and it was considered that the inclusion of this block of flats as part of the overall golf course "package" was essential in the interests of the visual impact in the National Park. The work to enhance this block has been carried out, but it is considered that its future maintenance and control should be secured through its continued ownership by the golf club.

It is therefore your officer's view that the original reasons for the planning obligation were clearly justified in policy terms, there has been no substantive change to policy that would now justify the modification of part of the obligation and which through its modification would result in an un-fettered block of flats in the open countryside with no justification. As such the request on policy grounds must fail.

Whether the planning obligation continues to meet the requirements of Circular 13/97

As set out above, a planning obligation must meet a number of "tests". As set out in the policy section above, it is considered that the planning obligation was required on planning policy grounds and as such was relevant to planning.

Whilst the flats, the subject of this application, were pre-existing at the time of the original application to extend the course and accommodation, these were clearly in the control of the golf club at the time of the original application (with the exception of Flat 2) and were centrally positioned between the clubhouse and the new accommodation block. They were in a poor state of repair and

formed part of the revenue stream for the golf course and its expansion and improvement. It is therefore your officer's view that the inclusion of these flats in the obligation was directly relevant to the development; they were included in the planning application with proposals for alterations and improvements, and are an essential and integral part of the overall golf club buildings and site. As such it is considered that their inclusion was directly relevant to the proposal.

Whilst it is also accepted that the accommodation has no occupancy restriction requiring it to be used in association with the golf course it is reasonable to assume that the main occupancy is carried out by users of the golf course due to its operation by the golf club who would market it as such. The severance of part of the accommodation to an alternative owner is unlikely to result in the same focussed marketing for golfing holidays as there would be no incentive to do so.

Whilst it is accepted that the accommodation could be used by persons not playing golf, the income generated from the use is used by the golf course for its operations and which would cease should the accommodation be sold.

The planning obligation was also considered to be fairly and reasonably related in scale and kind to the proposed development; it merely sought to retain the development as part of the golf club, as it formed part of the income stream for the club, and forms a visual relationship with the overall development.

As such it is your officer's view that the obligation met the tests of Circular 13/97 and continues to do so and there is no justification for the modification on this ground. It was open to the applicant at the time not to enter into this obligation had he considered it to contravene national policy advice, but that would have resulted in the refusal of planning permission for the development of the golf course.

Other material considerations that would support the modification of the obligation

The applicant has stated that the sale of Dormy House would release capital for improving the overall golf course and its facilities to enable it to expand and improve and a business plan has been provided with the application. This in the main comprises support from the Golf Union of Wales stating that improvements to the club will increase the chances of the premises being considered for future championships which will bring benefits to the local economy. Quotes for works to the bunkers, tees, greens, restaurant, car park and landscaping have also been included amounting to some £207,000 in total.

Whilst there is sympathy with the current economic situation, its impact on businesses in the area, and the difficulty of gaining further lending for investment, there is much concern that the arguments presented could be used in many situations across the National Park. Whilst a short term capital

gain can assist in times of recession, the longer term consequences must be borne in mind. The argument could be used again in the future and should the economic downturn not improve, there is the possibility that further release of accommodation could be requested resulting in accommodation in the countryside with an unfettered use. Granting consent for the modification of the obligation for releasing this block of flats would undermine the Authority's position in the future should further requests for releasing other accommodation from the obligation be sought.

Conversely, the release of capital could result in the upturn of the golf course which would be welcomed. However, success often leads to further pressure for development and the release of this block of flats from the golf course at this time, could well result in a further request for extensions to the accommodation at the golf course in the future. Whilst this would be dealt with on its merits, the extent of accommodation was considered to be necessary at the time of the original application (including Dormy House) to ensure the viability of the golf course, and it must be questioned why this number of flats is no longer needed for the longer term viability.

It is also argued that the Dormy House improvements have now been carried out and therefore there is no reason to retain them in the obligation. However, their severance would result in a lesser control by the golf course with regard to future maintenance and whilst the applicant has suggested that controls could be included in the lease arrangements, these aspects are not planning controls and would not be able to be considered as justification for releasing these flats. The sale of a leasehold inevitably results in less control overall by the freeholder than if the units are retained.

Conclusion

In conclusion, it is not considered that the request for a modification has been justified and the original obligation should remain on policy grounds and with regard to national policy advice. In your officer's view there are no overriding other material considerations that would justify allowing the modification of this obligation contrary to long and well established national and local policy. In addition, the economic gains that are presented in this application are not considered to be sufficiently compelling or with a level of surety that would justify the release of this accommodation from the original Section 106 obligation.

Recommendation

That the request for a modification of the planning obligation be refused for the following reasons:

1. The modification would be contrary to the provisions of the adopted Local Development Plan, in particular policy 7 which seeks to resist development in the countryside unless, amongst other things, tourist attractions or recreational activity is proposed where the need to locate

in the countryside is essential. In addition policy 35 seeks to resist new self catering accommodation in the countryside. The release of Dormy House flats from the overall golf course would be tantamount to allowing accommodation in the countryside without any justification.

2. The modification would also be contrary to policies 1, 8 and 15 of the Local Development Plan which seek to protect and enhance the special qualities of the National Park. The modification of the Section 106 obligation would reduce the control over Dormy House in visual terms as part of the overall golf club in terms of its external appearance and decoration.

3. The Section 106 obligation continues to comply with the "tests" set out in Circular 13/97 in relation to Planning Obligations in that it remains necessary, relevant to planning, directly related to the development, fairly and reasonably related in scale and kind to the development and reasonable in all other respects. Its requirement to enhance the quality of development and to enable the original proposals to go ahead also remains. The modification of the obligation would undermine the fundamental reasons for its original imposition and which allowed this development to go ahead.

4. It is not considered that there are any overriding material considerations that would justify the modification of the obligation contrary to the provisions of the development plan and national guidance.

NP/12/0449

Newport Links
GOLF CLUB

Golf Course Road, Newport, Pembrokeshire, SA42 0NR
Tel. 01239 820244 Fax. 01239 821338 email. newportgc@lineone.net

September 2012

Dear Ms Hirst,

RE: Planning application – Newport Golf Club – Removal of section 106 on the three self-contained Dormy House units

My name is Chris Noott and I am writing to you on behalf of myself and my partner Ted Jones to ask you for your support with regard to our application for the partial removal and variation of the current section 106 agreement that is in place covering the golf club. Our application is simple and to the point – unlike our previous informal application, which contained a lot of technical arguments, we now wish to approach this application on a straight forward and simplistic basis and hope that you and your colleagues will see the bigger picture as to what we are trying to do here. I do know that since our original consent, that what we have undertaken and completed here has met with your officer's approval – there is no doubt, that from the original environmental impact assessment, to now, the benefits have been enormous. For example, last year hares were seen on the course for the first time in decades and this year, we have nesting pheasants in several areas of the new 9 holes – compared to what was here before, we know that your planning officers are delighted with the outcome – the point we wish to make, is that we have cooperated fully in every respect regarding the main development and hope that no one has been disappointed with the end result.

NP 12 4 49

I hope it will help if I briefly outline the history of the original imposition of the 106 agreement and give you our reasons why we wish for a variation.

The 106 became part of the requirement of your officers when our application for the major redevelopment of the golf club took place. I think it is important to point out that on the pre-existing clubhouse, self-contained flats, and the golf course (then 9 holes) that there was no such agreement in place. Our planning application was a lengthy and a protracted process over a period of nearly two years and the issue of the 106 agreement was not raised until the end of the process and at that stage we felt that we had no choice but to agree to its imposition if we wanted to proceed with the development without further delay (your members initially had granted permission without the requirement of the 106 agreement). At the time, we were informed by two members, that the section 106 was required to ensure that the new build and the new nine holes were completed more or less simultaneously – that in fact has happened and we cannot quite see what useful purpose there would now be in retaining the 106. There will certainly be no new building work. We are quite happy for the 106 agreement to remain in place on everything else but would like the removal from the three suites. That is the history from our perspective of the current 106 and how it came about.

The development was completed in November 2007 and I am glad to say that since then we have had considerable success with the growth and expansion of the business. Last year the Golfing Union of Wales asked if we would host the 2014 Welsh Ladies Seniors Championships. This is a prestigious tournament and an important one and if we hold it successfully then we are reliably informed that we will be asked to hold bigger and better tournaments. Our golf course, as good as it is, is a resort course (in other words, not too difficult for the average golfer) – it is not like Tenby Golf Course which is rated throughout the UK as a major championship course and something we would aspire to. For us to bring it up to that standard (i.e. championship level) we estimate that we would need to spend approx. £150K by way of creation of new tees, bunkers and the relaying of three of the greens on the old nine holes. We were aware when we accepted

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this offer by the GUW to hold this tournament that a lot of work would be needed to be done but of course we could not let the opportunity pass by – you don't get asked twice if you refuse on the first occasion!!!

We understand from your Ms Hirst that she has principally two concerns surrounding our application.

1. There is concern that if we sold the suites there would be loss of control regarding external decorations etc. We feel that this concern can be simply addressed by there being an agreement in the lease that would contain a clause making it a binding requirement that the golf club together with the PCNP to be responsible for and agreeing to any external decorations etc.
2. I understand that there is concern that if the 106 agreement is removed then effectively the three suites could be regarded as unfettered residential property in the open countryside and separate from the Golf Club. You must remember that we are layman and therefore cannot quite understand this position for the following reasons:_
    a. The suites are joined to the main club and are situated in the middle of the complex. Furthermore we would point out that there are no refuse collections in the area and that the drains/sewerage system from the suites go into the golf club system (i.e. there is no mains drainage). There is no possibility of a separate gas supply unit to any suite. With respect we cannot understand how the suites could be regarded as detached and separate from the Golf Club.

With regard to the concern about permanent residential use, we have had discussions with our lawyers and they can see no problem from a purchasers perspective, if the lease contained the following condition/covenant "that the purchaser could never use the suite as their only or main residence." These are specific words and are used because they are recognised by the inland revenue for capital gains tax purposes. We would hope that this clause would satisfy the concern of your officers on this issue.

In any event, each suite is approx.575 sq ft and there is little or no storage space – we do not think in practical terms that the properties could be occupied on a permanent basis anyway.

To give you a little bit more history about the ongoing development here, we have over the past three years, developed a reputation of excellence both in our accommodation, food, and hospitality – I am in fact attaching some comments from our visitors book which I think speak for themselves.

We have excellent relationships with the PCNP and have in place a successful management agreement which we think works well and is to the benefit of everybody.

This year, we will turnover in excess of £1million – that growth has of course percolated through to the local economy – Visit Wales estimate that the business has generated somewhere in the region of £5 million to the local economy – we ourselves employ on a permanent basis twenty five staff and in the summer months take on anything between ten to fifteen temporary staff – if we get the 106 varied we would certainly take on six further staff at least and probably at least four temporary staff. When we purchased the club in 1998 there were four full time employees!!!

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Besides golfers we also attract an increasing number of walkers to the club for reasons which are obvious.

With all of these positives there is however one negative and that is this:-

Our three suites are configured in such a way that the master bedroom is superb with wonderful views but the second bedroom is small and with no view. This has led to us having great difficulty in letting out these suites – in fact whilst the average occupancy of the other bedrooms is well in excess of 80% the occupancy levels of the suites are approx 30%. This has led us to the conclusion that if we can sell the suites and re invest the monies in the golf club to bring it up to an even higher standard that this would be a sensible thing to do.

Besides the wish to alter and improve the current golf course, we feel that we need to completely resurface the car park and the surrounding areas, and to put into place a structured landscape scheme. We also wish to upgrade our restaurant facilities.

We have an excellent relationship with our bankers, but like most businesses these days find that they are unable to support us any further in our continuing development plans. The directors themselves have invested in excess of over £2million and we have had substantial backing by way of grants from the National Assembly. The Directors are aged 65 and 94 and because of their respective ages feel disinclined to put any more money into the business and that is why they would like the ability to dispose of the suites in order to recapitalise in the business.

To conclude:-

We are not asking for the removal of the whole of the 106 which encompasses everything at present - just the removal from the block of flats which were previously in existence and which had no restrictions.

The recognition of the GUW, visitors and guests alike, as to what we have done, and are doing here, and the way in which we undertook the initial development will we hope give your officers and members some comfort - we now ask for your help to vary a condition which will enable us to take the golf club into a new sphere and which we feel will be good for us, those who work here and for the fragile economy of North Pembrokeshire. At the end of the day we feel that any amendment to the existing 106 will make no difference whatsoever to the way the club functions and is run.

Can I thank you for reading this note - we have tried to do everything right here and wish to continue to improve and make this place even better but hopefully you will understand that the injection of another £200K of personal money is not from our point of view a particularly attractive proposition. At the end of the day we can stay as we are or move ahead for the benefit of not only the golf club but the wider community as a whole. We know that central government is currently trying to encourage planning authorities to relax their position in order to benefit the economy – given that no new building work will take place and that the existing surrounds would be much enhanced I hope you may feel disposed to approve our application. With your support we can move this club onto higher and better things. Can I conclude by thanking you for taking the time and trouble to consider our submission.

NP/12/0449

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Business/Development Plan for Newport Links Golf Club

We all know we live in difficult times – however we are a business that is prepared to invest even further to create an establishment of excellence, which will create jobs, benefit the golf club as a whole, and the wider local economy

We believe the supporting documentation is self-explanatory, but on a few points we feel that some in depth explanation may be of assistance.

1. The letter from the Chief Executive of the Golf Union Of Wales we feel needs no further comment.
2. BJ Davies Plant Hire are the contractors who constructed the new nine holes and are therefore well known to us. Their quote of £150,000 is in our view conservative – Langland Bay GC (Swansea) spent £140K eight years ago on simply restructuring their existing bunkers and creating five new bunkers.
3. The quote from Meigan design is the cost of upgrading our restaurant facilities – it was produced a little over twelve months ago, but Mrs Linda Hunt has confirmed costs will have hardly altered.
4. The quote from GD Harris and Sons Ltd is for the resurfacing of the existing car park and nothing else.
5. Quote from Penrallt Nurseries

Items 2,3,4 and 5 give a total expenditure of £207,000.00

NP 12 4 49

Also attached is a valuation from JJ Morris which is based on any Planning consent being subject to the conditions of a maximum occupancy of 28 days at a time (as suggested as a possibility by Ms Hirst). We feel that this clause would however make the suites unsellable – certainly no prospective purchaser would be able to obtain a mortgage with that condition. We would hope that the suggested condition/covenant that we have raised in our covering letter would satisfy your officers. If not we are of course always open to any suggestions that could resolve this problem.

Finally, we will create at least 6 new jobs if this development goes ahead namely as follows:-

1. One new permanent green keeper
2. One new admin assistant
3. One new full time chef
4. One new full time restaurant manager
5. One new full time waiter/waitress
6. One new full time FOH/receptionist.
7. We also feel than anything up to 4 part time positions would be created

The business plan has deliberately been kept simple and any gaps that may exist have hopefully been covered in our covering letter.

NP/12/0449

Town and Country Planning Act 1990 (Section 106A)

Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

Certificate under Regulation 4

Certificate A

NP 12 4 49

I certify that:

On the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable against nobody other than the applicant.

Signed _____ Date 17.08.2012

On behalf of NEWPORT (PEMBS) GOLF CLUB LTD

Certificate B

I certify that:

I have/The applicant has given the required notice to everyone else against whom, on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable, as listed below:

Name of person on Whom notice served	Address at which notices was served	Date on which notice was served

Signed _____ Date _____

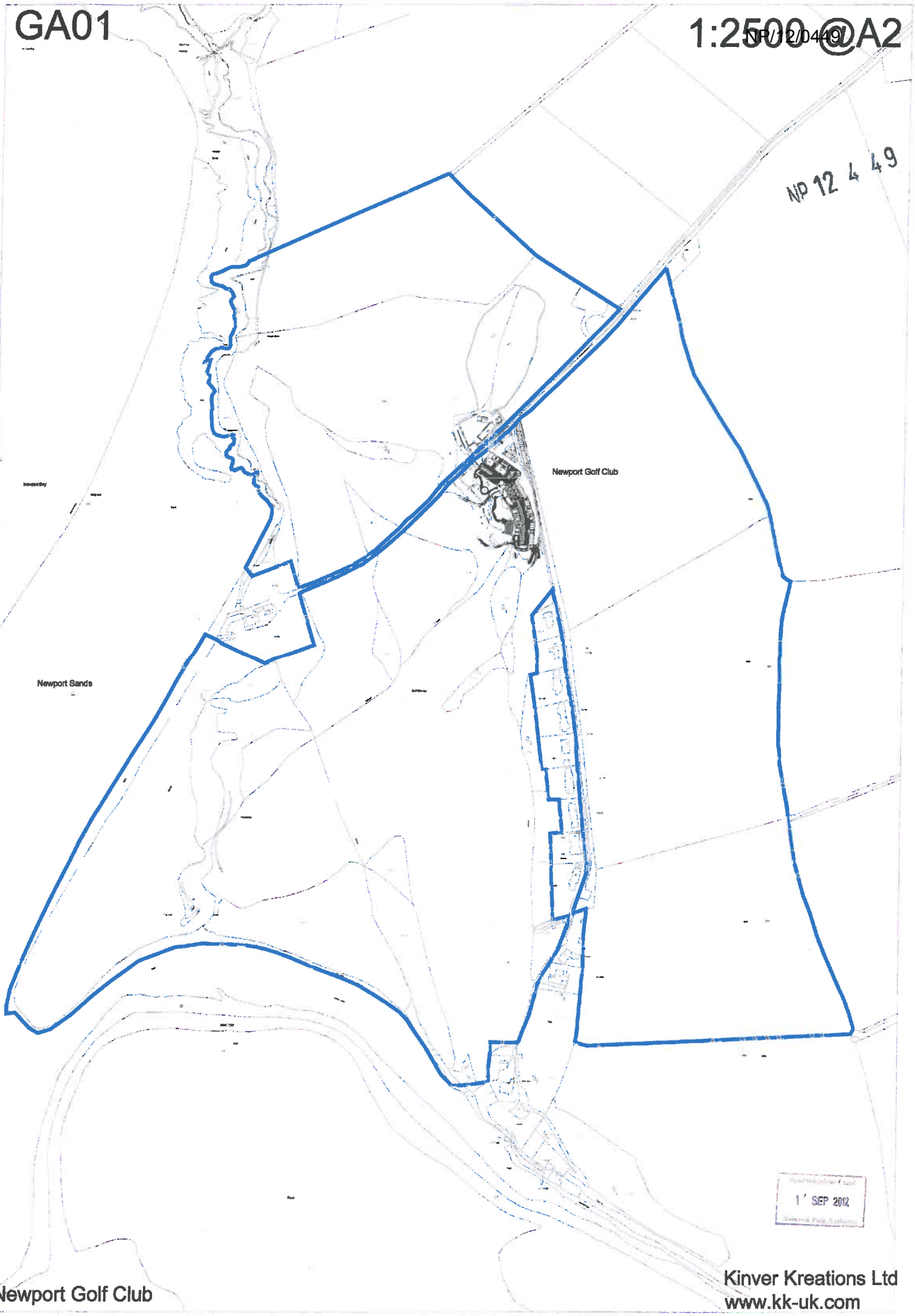
On behalf of _____

GA01

1:2500 @A2

NP/12/0449/

NP 12 4 49



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