

DATED the 29th day of September 2026

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

and

D JOHN CARPENTRY AND BUILDING CONTRACTORS LTD

**AGREEMENT
under**

**Section 106 of the Town and Country Planning Act 1990
relating to Tonmawr Primary School, Tonmawr Road, Tonmawr,
Port Talbot, SA12 9UW in the county borough of Neath Port Talbot**

**Craig Griffiths
Chief Legal Officer
Neath Port Talbot County
Borough Council
Civic Centre
PORT TALBOT
SA13 1PJ**

This Agreement is made the 29th day of September 2026

BETWEEN

1. **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot, SA13 1PJ in the County Borough of Neath Port Talbot (hereinafter called "the Council") of the first part;
2. **D JOHN CARPENTRY AND BUILDING CONTRACTORS LTD** a company incorporated in England and Wales under company registration number 06784830 and whose office address is at 135 Mackworth Drive, Cimla, Neath, SA11 2QA (hereinafter called "the Owner") of the second part; and
3. **HSBC UK BANK PLC** a company incorporated in England and Wales under company registration number 09928412 and whose office address is at 1 Centenary Square, Birmingham, B1 1HQ (hereinafter called "the Chargee") of the third part.

1. Recitals

- 1.1 The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated and by whom the obligations contained in this Agreement are enforceable.
- 1.2 The Owner is the proprietor of the Site with absolute freehold title under title number CYM694561 and is to enter into this Agreement in respect of the Site.
- 1.3 The Site is subject to a registered legal charge in favour of the Chargee dated 3 October 2016 referred to in entry numbers 3 and 4 of the charges register of title number CYM694561.

- 1.4 By the Application Mr David Barry Craig John, a company director on behalf of the Owner, applied to the Council for the Planning Permission.
- 1.5 On 26 March 2026, having regard to the provisions of the development plan and to all other material considerations the Council, acting as local planning authority, resolved that it was minded to grant the Planning Permission subject to the prior completion of this Agreement.

NOW THIS DEED witnesseth as follows:

1.1. Definitions

In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings:

“Agreement”	this agreement;
“the Application”	the application for full Planning Permission for the Development received on 16 May 2023 and bearing reference number P2023/0387;
“Commencement of Development”	the date on which any material operation, (as defined in Section 56(4) of the TCPA 1990), forming part of the Development begins to be carried out, other than (for the purposes of this Agreement and for no other purpose) operations consisting of: • site clearance • demolition work

- archaeological investigations
- investigations for the purpose of assessing ground conditions
- remedial work in respect of any contamination or other adverse ground conditions
- diversion and laying of services
- erection of any temporary means of enclosure; and
- the temporary display of site notices or advertisements

and “Commence Development” shall be construed accordingly;

“Condition Precedent” the condition referred to in Clause 3 of this Agreement;

“Default Interest Rate” interest at 4 per cent above the base lending rate of Santander UK plc from time to time;

“Development” the development of the Site pursuant to the Planning Permission by the demolition of former school buildings and construction of seven (7) new residential dwellings, highway access and road and associated development;

“Dwelling” a residential unit to be constructed on the Site in accordance with the

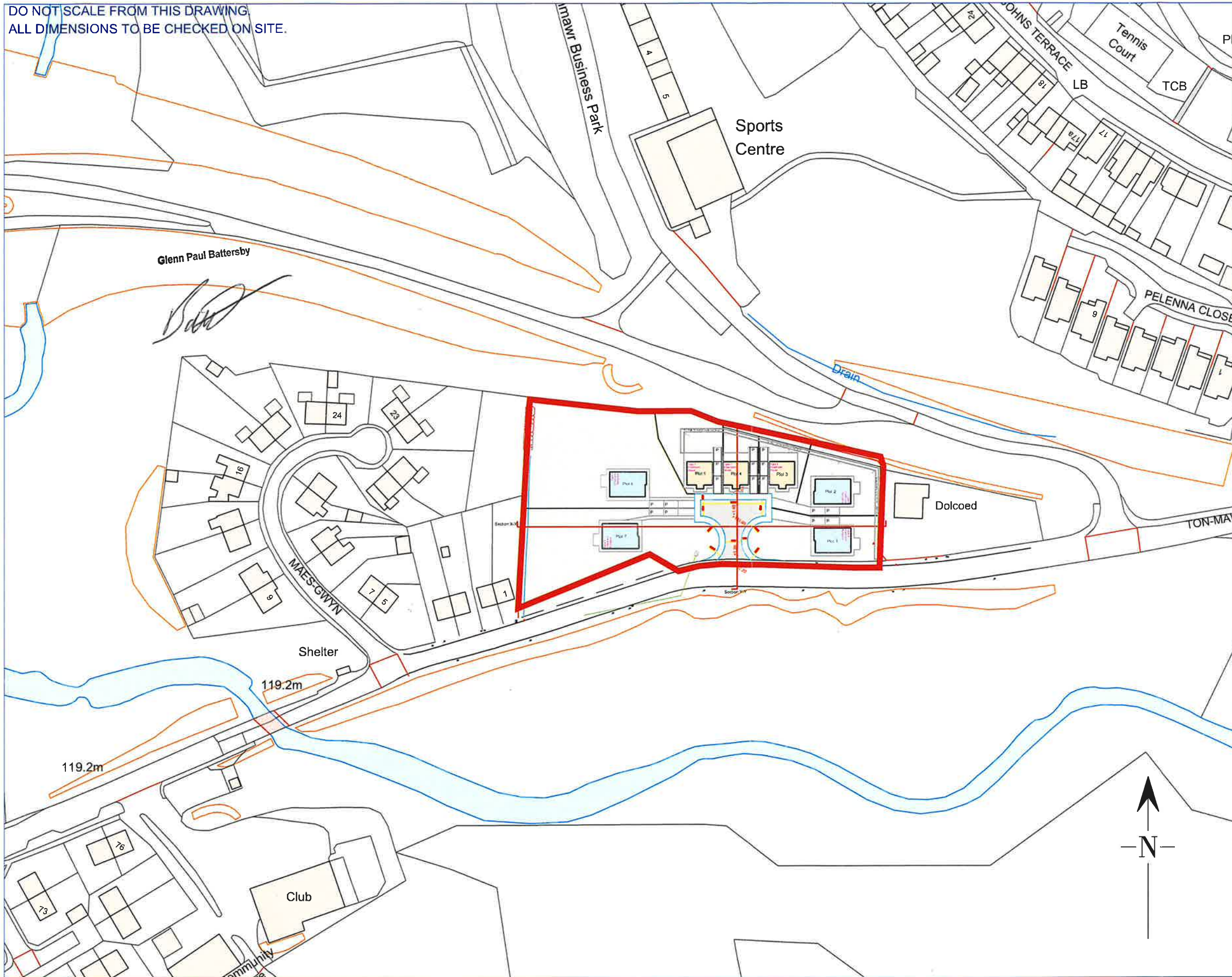
	Planning Permission as part of the Development and “Dwellings” shall be construed accordingly;
“Occupation”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” shall be construed accordingly;
“Open Space Provision Financial Contribution”	the sum of thirteen thousand, nine hundred and seventy two pounds (£13,972.00) to be paid and used in accordance with the terms of the First Schedule;
“Planning Permission”	the planning permission to be granted by the Council for the Development pursuant to the Application, a draft of which is annexed to this Agreement at the Second Schedule;
“Site”	the former Tonmawr Primary School, Tonmawr Road, Tonmawr, Port Talbot, SA12 9UW as indicated for the purposes of identification only edged red on the Site Plan;
“Site Plan”	the plan attached to this Agreement numbered 1778-01 Revision D;

“TCPA 1990”	the Town and Country Planning Act 1990;
“Working Day(s)”	Mondays to Fridays inclusive, not including days when Civic Centre Port Talbot is not open for public business.

1.2 Interpretation

- 1.2.1 Where in this Agreement reference is made to a clause, paragraph, schedule, annex, plan or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, annex, plan or recital of (or in the case of a plan) attached to this Agreement.
- 1.2.2 Where in any schedule or part of or annex to a schedule reference is made to a paragraph, such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of or annex to a schedule.
- 1.2.3 References in this Agreement to the Owner shall include reference to its successors in title to and persons claiming through or under it and personal representatives.
- 1.2.4 References in this Agreement to the Council shall include its successors as Local Planning Authority or in any other appropriate statutory capacity; and
- 1.2.5 Reference to a Council officer shall include any officer exercising the function of that officer or authorised in writing to exercise such function.
- 1.2.6 References in this Agreement to the Chargee shall include reference to its successors in title to and persons claiming through or under it and personal representatives.

DO NOT SCALE FROM THIS DRAWING.
ALL DIMENSIONS TO BE CHECKED ON SITE.



DR Design

Architectural Services

Davies Richards Design Ltd.
Llandeilo - 01558 823351
Mumbles - 01792 347692

E-MAIL - info@daviesrichardsdesign.com
WEB - www.daviesrichardsdesign.com

JOB TITLE :

*Mr. D. John.
Proposed redevelopment
at:
Tonmawr Primary School,
Tonmawr Road,
Port Talbot,
SA12 9UW.*

Do Not Scale From This Drawing

DRAWING TITLE :

Location Plan.

DRAWING STATUS

Planning.

Original paper size - A3

SCALE :

1:1250.

DRAWN BY :

G.R.R.

DATE :

Feb. '22.

PLAN No

1778-01

REVISION

D

- 1.2.7 References to statutes or statutory provisions and orders or regulations made thereunder include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute statutory provision order or regulation.
- 1.2.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.9 References to any British Standard shall include any amended or replacement standard.
- 1.2.10 Words importing the masculine gender include the feminine gender and neuter and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing bodies corporate or unincorporated and vice versa.
- 1.2.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.12 A reference to writing or written excludes faxes and email.
- 1.2.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.14 Any words following the term(s) including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.15 Any headings are for ease of reference only and shall not affect the interpretation of this Agreement.

2. Statutory Provisions and Obligations

- 2.1. This Agreement is made pursuant to the provisions of Section 106 of the TCPA 1990, section 111 of the Local Government Act

1972 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Site.

- 2.2. The covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the TCPA 1990 and are entered into by the Owner and the Chargee with the intention that they bind the interests held by that person in the Site and their respective successors and assigns.
- 2.3. The covenants, restrictions and obligations contained in this Agreement shall bind the Site and persons owning land as joint tenants or tenants in common shall be subject to such covenants jointly and severally.
- 2.4 The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Condition Precedent

With the exception of clause 2, clause 3, clause 5.1, clause 5.2, clause 5.9, clause 5.11, clause 5.12, clause 5.13, clause 5.14, clause 5.15, clause 5.16 and clause 6 (which take effect immediately), the obligations in this Agreement are conditional and shall only have effect upon the grant and issue of the Planning Permission by the Council subject to this Agreement.

4. Owner's Covenants

- 4.1. Subject to the satisfaction of the Condition Precedent, the Owner hereby covenants with the Council to observe and perform the covenants, restrictions and obligations contained in paragraphs 1 and 3 of the First Schedule so as to bind the Site.

- 4.2 The Owner covenants with the Council to give at least 10 Working Days written notice to the Council of the intended date of Commencement of Development.
- 4.3 Subject to the satisfaction of the Condition Precedent, the Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in paragraph 2 of the First Schedule.

5. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED:-

5.1. Ownership

The Owner warrants that no person other than the Owner and the Chargee has any legal or equitable interest in the Site.

5.2. Conflict between Agreement and Statutory powers Duties or Discretions

5.2.1. Nothing (contained or implied) in this Agreement fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

5.2.2. All approvals, certificates, consents, agreements, satisfactions, confirmations or calculations (or anything of a similar nature) that may be requested by the Owner or the Chargee and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals consents agreements or confirmations that may be required by the TCPA 1990 or by any other statute or regulations.

5.2.3. All such approvals, consents, agreements, satisfactions, confirmations or calculations (together with all determinations as to whether for the purposes of this Agreement Dwellings have been occupied and/or completed) shall be at the sole discretion of

the Council or its relevant officers the decisions of whom shall be final.

5.3. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

5.4. Time to be of the Essence

That unless specified where in this Agreement a time period is specified time shall be of the essence.

5.5. Release and Lapse of Agreement

5.5.1. The obligations in this Agreement (with the exception of clause 5.14) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked or otherwise withdrawn other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

5.5.2 In the event that any part of this Agreement may be subject to challenge, review, deletion, or otherwise rendered null/void or voidable, the balance of the said Agreement shall remain in full force and effect.

5.5.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site or any part thereof.

5.5.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

5.6. Rule Against Perpetuities

For the purpose of such parts of this Agreement as may be subjected to the rule against perpetuities, the perpetuity period applicable to this Agreement shall be eighty years from the date hereof.

5.7. Access to the Site

The Owner shall permit officers of the Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the Council (or their nominated representatives) to gain access to the Site in order to monitor compliance with this Agreement.

5.8. Variation

This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns.

5.9. Contracts (Rights of Third Parties)

5.9.1 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999, it is hereby agreed and declared that the parties to this Agreement (and their respective successors in title) may rescind or vary this Agreement without the consent of any third party.

5.9.2 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999, nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title.

5.9.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

5.10. Reasonableness

That unless otherwise specified where any direction, authority, action, agreement, certificate, consent, permission, expression of satisfaction or other approval is to be given by the Council or any person on its behalf under the terms of this Agreement the same shall not be unreasonably withheld or delayed.

5.11. Disputes

- 5.11.1 Any dispute between the parties that arise in connection with the Development and the terms of this Agreement shall, in the absence of agreement, be referred for determination by an expert under this clause 5.11.
- 5.11.2 That in the event of any dispute between the Owner and the Council the matter may at the written option of either party (notice of which shall be given to the other party) be referred to such expert as they may agree or (in default of agreement within 10 Working Days of the date of giving of the notice) appointed by the President for the time being of the Royal Institution of Chartered Surveyors.
- 5.11.3 The person to be appointed pursuant to Clause 5.11.2. shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Development being carried out by a developer on behalf of a local authority under the terms of an agreement similar in nature to this Agreement.
- 5.11.4 The reference to the expert shall be on terms that determination shall take place within 10 Working Days of the expert accepting his instructions.
- 5.11.5 The expert shall have the power to award the costs of the determination in favour of either party at the expense of the other.

5.11.6 The expert shall be limited in his findings to the proposal put by either party or a proposal falling between both of them and shall provide written reasons for his decisions.

5.11.7 The findings of the expert shall (other than in the case of manifest material error) be final and binding on the parties.

5.12. Notices

5.12.1 That any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if:

(a) delivered by hand; or

(b) sent by pre-paid first class recorded delivery post

to the party upon whom it is to be served or to whom it is to be given as specified in Clause 5.12.2. or as otherwise notified for the purpose by notice in writing.

5.12.2 The address for any notices or other written communication is:

5.12.2.1 for the Council as specified above marked for the attention of the Head of Planning and Public Protection in respect of Clause 3 and the specified officer in respect of the Schedules;

5.12.2.2 for the Owner as specified above;

5.12.2.3 for the Chargee as specified above;

5.12.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or by an officer or duly authorised signatory.

5.12.3 Either party may notify the other of a change of address for any notice or written confirmation.

5.13. Applicable Law

This Agreement and any dispute or claim arising out of or, in connection with, it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

5.14. Costs

On the execution hereof the Owner shall pay to the Council the Council's reasonable legal costs, together with all disbursements incurred, in connection with the preparation, negotiation, completion and registration of this Agreement in the sum of £ .

5.15. Local Land Charge

This Agreement is a Local Land Charge and shall be registered as such by the Council.

5.16. Issue of Planning Permission

The Council hereby agrees to issue the Planning Permission as soon as reasonably practicable after the date of this Agreement.

6. Chargee's consent

The Chargee acknowledges and declares that this Agreement has been entered into by the Owner with their consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the charge over the Site shall take effect subject to this Agreement PROVIDED THAT the Chargee shall have no liability under this Agreement unless and until it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.



IN WITNESS of which the Council has caused its **COMMON SEAL** to be affixed to this Agreement which has also been executed as a deed by the Owner and the Chargee the day and year first before written

- If the Open Space Provision Financial Contribution has not been paid to the Council by the date it is due pursuant to paragraph 1 of this First Schedule, the Owner shall pay the Council interest on the Open Space Provision Financial Contribution at the Default Interest Rate (both before and after any judgment). This interest will accrue on a daily

basis for the period from the due date to and including the date of payment.

THE SECOND SCHEDULE PLANNING PERMISSION

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL CASTELL-NEDD PORT TALBOT**

**TOWN AND COUNTRY PLANNING ACT 1990
THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE)(WALES) ORDER 2012**

APPROVAL OF FULL PLANNING PERMISSION

Name and address of the applicant

David John
Tonmawr Primary School
Tonmawr Road
Tonmawr
SA12 9UW

Name and address of the agent

Jason Evans
Evans Banks Planning Limited
2 Llandeilo Road
Cross Hands
Carmarthenshire
SA14 6NA

DATE REGISTERED: 13 June 2023

APPLICATION NO: P2023/0387

LOCATION: Tonmawr Primary School, Tonmawr Road, Tonmawr, SA12 9UW

PROPOSAL: Demolition of former school buildings and construction of 7 new residential dwellings, highway access and road and associated development. (Amended site layout for the development of seven dwellings)

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL as the Local Planning Authority in pursuance of its power under the above mentioned Act and Order hereby **GRANTS PLANNING PERMISSION** for the development as described above to be carried out in accordance with the application and the plans submitted therewith, subject to compliance with the following conditions:

Conditions:-

Time Limit Conditions

- 1 The development shall begin no later than five years from the date of this decision.

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

List of Approved Plans

- 2 The development shall be carried out in accordance with the following approved plans and documents:

1778-01D - Location Plan
1778-03E - Block Plan
20775-P1-P13 - PROPOSED DRAINAGE PLAN
1778-02F - Proposed Site Plan and Sections
CW577/T3 - Type 3 Four bed detached dwelling
CW577/T1A - Type 1 Three Bed detached bungalow
CW577/T1A(a) - Type 1 Three Bed detached bungalow (handed)

Reason: In the interests of clarity.

Pre-Commencement Conditions

- 3 No development shall commence on site (except for demolition works) until an assessment of the nature and extent of contamination affecting the application site area has been submitted to and approved in writing by the Local Planning Authority. This assessment must be carried out by or under the direction of a suitably qualified competent person in accordance with BS10175 (2011) 'Investigation of Potentially Contaminated Sites Code of Practice' and shall assess any contamination on the site, whether or not it originates on the site. The report of the findings shall include:
- (i) a desk top study to identify all previous uses at the site and potential contaminants associated with those uses and the impacts from those contaminants on land and controlled waters. The desk study shall establish a 'conceptual site model' (CSM) which identifies and assesses all identified potential source, pathway, and receptor linkages;
 - (ii) an intrusive investigation to assess the extent, scale and nature of contamination which may be present, if identified as required by the desk top study;
 - (iii) an assessment of the potential risks to: - human health, - groundwater and surface waters sampling, - adjoining land, - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes, - ecological systems, - archaeological sites and ancient monuments; and - any other receptors identified at (i)
 - (iv) an appraisal of remedial options, and justification for the preferred remedial option(s).

Reason: To ensure that information provided for the assessment of the risks from land contamination to the future users of the land, neighbouring land, controlled waters, property and ecological systems is sufficient to enable a proper assessment, and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 4 Where condition 3 identifies a need for a remediation scheme, no development shall commence on site until a remediation scheme to bring the site to a condition suitable for the intended use by removing any unacceptable risks to human health, buildings, other property and the natural and historic environment shall be prepared and submitted to and approved in writing with the Local Planning Authority. The scheme shall include all works to be undertaken, proposed remediation objectives, remediation criteria and site management procedures. The measures proposed

within the remediation scheme shall be implemented in accordance with an agreed programme of works.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 5 No development shall take place until a preliminary mine gas risk assessment setting out recommendations has been submitted to and approved in writing by the Local Planning Authority. The mine gas risk assessment shall be undertaken by a competent person as defined in the National Planning Policy Framework and conducted in accordance with 'CL:AIRE - Good Practice for Risk Assessment for Coal Mine Gas Emissions, October 2021' and having regard to current guidance - 'Land Contamination: Risk Management (LCRM; 2020)'. It shall document the findings of each step of the decision tree in Figure 13.1 of the Decision support tool for mine gas risk assessment on page 35 of CL:AIRE - Good Practice for Risk Assessment for Coal Mine Gas Emissions.

Reason: In the interests of human health and to accord with Policy EN8 of the Local Development Plan.

- 6 Where the conclusions of the preliminary mine gas risk assessment required under condition number 6 identifies the need for a Detailed Mine Gas Risk Assessment, a report detailing the outcome of the suitable site investigation and lines of evidence risk assessment in accordance with CL:AIRE - Good Practice for Risk Assessment for Coal Mine Gas Emissions, October 2021' and having regard to current guidance - 'Land Contamination: Risk Management LCRM; 2020 shall be submitted to and approved by the Local Planning Authority. If the Detailed Mine Gas Risk Assessment concludes remediation is required to mitigate the risk, the report shall also include a Remediation Scheme with full details of the design of gas protection measures and a Verification Plan as described in CIRIA C735 -'Good practice on the testing and verification of protection systems for buildings against hazardous ground gases'. The development shall be constructed in strict accordance with the scheme as approved.

Reason: In the interests of human health and to accord with Policy EN8 of the Local Development Plan.

- 7 No works to which this permission relates shall commence until an appropriate programme of historic building recording (Level 2) and analysis has been secured and implemented in accordance with a written scheme of investigation which has been submitted to and approved in writing by the local planning authority.

Reason: As the building is of architectural and cultural significance the specified records are required to mitigate impact and in accordance with policy SP21 of the Neath Port Talbot Local Development Plan.

- 8 No development or site clearance shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme of landscaping.

The scheme shall include indications of all existing trees (including spread and species) and hedgerows on the land, identify those to be retained and set out measures for their protection throughout the course of development. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of maintaining a suitable scheme of landscaping to protect the visual amenity of the area, to maintain the special qualities of the landscape and habitats through the protection, creation and enhancement of links between sites and their protection for amenity, landscape and biodiversity value, and to ensure the development complies with Policies SP15 and BE1 of the Neath Port Talbot Local Development Plan.

- 9 No development (including demolition and site clearance) shall commence until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include details of:

i. Construction methods: details of the extent and phasing of development; details of construction materials or techniques to be used; details for the storage and management of plant and materials used in constructing the development.

ii. General Site Management: details of the construction programme including timetable; details of site clearance; details for erection and maintenance of security hoarding; details of waste management and pollution prevention; details of complaint investigation procedures.

iii. Control of Nuisances: Identification of the significant construction and demolition noise & vibration sources; details of physical and operational management controls necessary to mitigate noise & vibration emissions; details of dust & odour control measures and measures to control light spill.

iv. Traffic Management: details of site access; details of site deliveries; details for the loading and unloading of plant and materials; details of wheel wash facilities; details for the parking of vehicles of site operatives and visitors.

v. Responsible Persons: details of the persons and bodies responsible for activities associated with the CEMP and emergency contact details. The approved CEMP shall be adhered to throughout the construction period.

Reason: In the interest of highway and pedestrian safety, the environment, and the amenity of residents, and to ensure accordance with Policies BE1, EN8 and TR2 of the adopted Neath Port Talbot Local Development Plan.

- 10 Prior to the commencement of works on site (excluding works of demolition and site clearance) a scheme shall be submitted to and approved in writing by the Local Planning Authority detailing any retaining walls, including full structural calculations.

The approved retaining walls shall be fully implemented on site prior to the first beneficial occupation of the dwelling, and retained as such thereafter.

Reason: In the interest of visual amenity, residential amenity of the neighbouring properties and land stability, and to ensure compliance with Policy BE1 of the Neath Port Talbot Local Development Plan.

Action Conditions

- 11 Prior to the occupation of the development, an external lighting plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include any lighting proposed within the public open space and a schematic street lighting scheme. Lighting shall avoid conflict with bat mitigation/enhancement measures, flight lines and woodland habitats and shall be implemented as approved. The lighting scheme shall be fully implemented prior to the occupation of the development.

Reason: In the interest of residential amenity and to prevent any unacceptable light spillage, and to ensure compliance with Policies SP16, EN8 and BE1 of the Neath Port Talbot Local Development Plan.

- 12 Prior to the occupation of the development a scheme to enable the provision of gigabit capable broadband infrastructure from the site boundary to the dwellings/buildings hereby permitted has been submitted to and agreed in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: To support the roll-out of digital communications infrastructure across Wales in accordance with Policy 13 of Future Wales.

- 13 If a remediation scheme is required by conditions 3 and 4, then prior to beneficial use of the proposed development commencing, a verification report which demonstrates the effectiveness of the agreed remediation works carried out in accordance with condition 4 shall have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 14 In the event that contamination is found at any time when carrying out the approved development that was not previously identified, work on site shall cease immediately and shall be reported in writing to the Local Planning Authority. A Desk Study, Site Investigation, Risk Assessment and where necessary a Remediation Strategy must be undertaken in accordance with the following document:- Land Contamination: A Guide for Developers (WLGA, WAG & EAW, July 2006). This document shall be submitted to and agreed in writing with the Local Planning Authority. Prior to occupation of the development, a verification report which

demonstrates the effectiveness of the agreed remediation, shall be submitted to and agreed in writing with the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 15 Prior to occupation or first use of the development hereby approved a Verification Report demonstrating that the gas protection has been installed in accordance with the scheme as approved under condition number 6 and in accordance with CIRIA C735 -'Good practice on the testing and verification of protection systems for buildings against hazardous ground gases', shall be submitted to and approved by the Local Planning Authority.

Reason: In the interests of human health and to accord with Policy EN8 of the Local Development Plan.

- 16 Prior to their use in the construction of the development hereby permitted, details and where requested samples of the materials to be used in the construction of the external surfaces of the development shall have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: In the interest of the visual amenity of the area and to ensure the development complies with Policy BE1 of the Neath Port Talbot Local Development Plan.

Regulatory Conditions

- 17 The development shall be carried out in full accordance with the recommendations and mitigation measures contained within the Tonmawr School: Bat and Protected Species Survey by Rob Colley Associates. All ecological mitigation and biodiversity enhancement measures identified within the approved report shall be implemented in full and retained thereafter for the lifetime of the development.

Reason: In the interests of biodiversity protection and enhancement and to ensure compliance with Policies SP15, EN7 and BE1 of the Neath Port Talbot Local Development Plan and the Authority's duty under Section 6 of the Environment (Wales) Act 2016.

- 18 No part of any drive gradient shall exceed 1 in 9.

Reason: In the in interest of highway and pedestrian safety and to ensure compliance with Policy TR2 of the Neath Port Talbot Local Development Plan.

- 19 Prior to the first beneficial use of the development hereby permitted, a 2.4m by 45m to the junction to Tonmawr Road shall be provided on site, and shall thereafter be maintained free of any obstruction exceeding 0.6m in height for as long as the development exists.

Reason: In the interest of highway and pedestrian safety and to ensure the development complies with Policy TR2 of the Neath Port Talbot Local Development Plan.

- 20 Construction works, including deliveries, shall take place only between 08:00-18:00 Monday to Friday and 08:00-13:00 on Saturdays, with no works on Sundays or Bank Holidays.

Reason: In the interests of residential amenity, highway safety and environmental protection. In accordance with Policies EN7, TR2 and BE1 of the Neath Port Talbot Local Development Plan.

- 21 No development, including site clearance, groundworks, demolition or the storage of materials, shall commence until tree protection measures have been implemented in accordance with the recommendations contained within: "Tonmawr School - BS5837:2012 Tree Survey" prepared by RTAC and dated 14 August 2023. Protective fencing shall be erected in the positions shown within the approved Tree Protection Plan prior to the commencement of development and shall be retained in position for the full duration of construction works. No excavation, changes in ground levels, storage of materials, plant or machinery, or any other operations likely to cause damage shall take place within the fenced tree protection areas. The development shall thereafter be carried out in full accordance with the approved arboricultural details.

Reason: To ensure the protection of retained trees during construction in the interests of visual amenity, biodiversity and compliance with Policies EN7 and BE1 of the Neath Port Talbot Local Development Plan.

Reason for Decision

The decision to recommend planning permission be issued has been taken in accordance with Section 38(6) of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises Future Wales - the National Plan 2040 and the Neath Port Talbot Local Development Plan (2011-2026) adopted January 2016.

It is considered that the proposal represents an appropriate form of development that would have no unacceptable impact on the locality. Accordingly, the proposed development is in accordance with Policies SP1, SP3, SP4, SP6, SP7, SP8, SP15, SP16, SP20, SP21, SC1, H1, AH1, OS1, EN1, EN6, EN7, EN8, M1, TR2 and BE1 of the Neath Port Talbot Local Development Plan.

It is further considered that the decision complies with Future Wales - the National Plan 2040 and the Council's well-being objectives and the sustainable development principle in accordance with the requirements of the Well-being of Future Generations (Wales) Act 2015.

Signed: DRAFT

Ceri Morris – Head of Planning & Public Protection

Date: Draft

IMPORTANT:

(1) Please note that for all decisions issued after 16th March 2016 for outline or full planning permission, a revised decision notice will be issued whenever a subsequent consent is given, for example providing details of any Reserved Matters approvals (outline applications only) and/or approval of conditions (including on Reserved Matters). This will ensure that the current status of the conditions applied to a consent is clear. Accordingly you are advised to visit www.npt.gov.uk/planning to view the application documentation to see if this is the current version, or whether it has been superseded by a more up-to-date revision of this Decision Notice. For Reserved Matters approvals the revised Decision Notice will only be shown under the Outline approval.

(2) Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

(3) In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition). Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

(4) The developer should have regard to Sections 4, 7, 8 and 8A of the Chronically Sick and Disabled Persons Act 1970 and to the British Standards Institution's Code of Practice for "Design of buildings and their approaches to meet the needs of disabled people" (BS 8300:2009+A1:2010).

(5) From 1st October 2012 it has been an offence to install a public sewer or lateral drain without having an adoption agreement in place. From the 1st October 2012 the vast majority of all existing private sewers and lateral drains which link with the public sewer network were transferred to Welsh Water. For further details on how this will affect your development please contact: Welsh Water Developer Services, PO Box 3146, Cardiff, CF30 0EH. Telephone No. 0800 9172652 or email: developer.services@dwrcymru.com.

(6) Welsh Water Dwr Cymru advise that the planning permission hereby granted does not extend any rights to carry out any works to the public sewerage or water supply systems without first having obtained the necessary permissions required by the Water Industry Act 1991.

Please note, in accordance with Construction and Design Management (CDM) Regulations, it is the applicant's responsibility to ensure that any proposed works within their curtilage do not conflict with any underground services and is recommended they review their land registry title deeds for any legal covenants. For Sewers or Watermains that may be present and affected by your proposals, you are advised to contact Dwr Cymru Welsh Water who will be able to explain whether your proposed works will be acceptable as well as any consent required. Prior to commencing works, it is also recommend the applicant review the information and guidance on Building Over Sewers

available on Welsh Water's website at

<https://developers.dwrcymru.com/en/applications/planning/build-over-or-near-to-sewers>

The applicant is also advised that some public sewers and lateral drains may not be recorded on Welsh Water maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

(7) Please be informed that your application may require approval from the SuDS Approving Body (SAB). The SAB consent may be necessary to ensure that your development proposals complies with the statutory requirements, relevant regulations, and standards under schedule 3 of the Flood and Water Management Act 2010. Please contact our Website: www.npt.gov.uk/SAB, Email: SAB-HDC@npt.gov.uk or Tel: 01639 686850

IMPORTANT INFORMATION: TOWN AND COUNTRY PLANNING ACT 1990

The applicant's attention is drawn to the notes below.

- (1) If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Welsh Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- (2) You can also appeal to the Welsh Government against a decision to refuse permission or grant subject to conditions in respect of applications made for :- Listed Building or Conservation Area Consent; Consent under a Tree Preservation Order; Advertisement Consent.
- (3) You can also appeal If your application for a Certificate of Lawful Existing Use or Lawful Proposed Use is partly or wholly refused or is granted differently from what you asked for (under Section 195/196) of the Town and Country Planning Act 1990 (as amended).
- (4) If you are aggrieved of the LPAs decision, the following deadlines apply for appeals to be submitted to the Welsh Government (from the date of the Council's decision):-

(1) Planning Permission (with the exception of Minor Commercial and Householder applications – see below)	Within 6 Months
(2) Householder Appeal see endnote i	Within 12 weeks
(3) Minor Commercial Appeal see endnote i	Within 12 weeks
(4) Listed Building or Conservation Area Consent appeals	Within 6 months
(5) Tree Preservation Order (TPO) Consent	Within 28 days
(6) Advertisement Consent	Within 8 weeks
(7) Certificate of Lawfulness of Existing (Section 191) or Proposed (Section 192) Use or Development	Within 6 months
(8) Hazardous Substances Consent	Within 6 months
- (5) Appeals must be made on a form which is obtainable from the Planning & Environment Decisions Wales, Crown Buildings, Cathays Park, Cardiff, CF10 3NQ – Tel 0300 060 4400, or online at <https://planningcasework.service.gov.wales/>.
- (6) The Welsh Government has power to allow a longer period for the giving of notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- (7) The Welsh Government is not required to entertain an appeal if it appears to them that permission for the proposed development could not have been granted having regard to the statutory requirements to the provisions of the development order, and to any directions given under the Order. They do not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by them.
- (8) If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Welsh Government, and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the County Borough Council, in which the land is situated, as the case may be, a **purchase notice** requiring that Council purchase his interest in the land in

accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Making an Appeal

- (9) Please note that for all applications received by the LPA after 5th May 2017, it is now a requirement that any appeal made to the Planning Inspectorate (other than Householder and Minor Commercial Appeals, and appeals against refusal to grant advertisement consent) must be accompanied by all the information and evidence you intend to rely upon (a **“full statement of case”**). You must also send a copy of the notice of appeal and full statement of case to the LPA.
- (10) In addition, for ‘planning appeals’ an amendment to an application following notice of appeal may only be made to correct an error.
- (11) Additional details and information on making an appeal to the Welsh Government is available from the Planning Inspectorate at the above address and website. The relevant documents are entitled “making your planning appeal” and “planning appeals Public Local Inquiries”.
- (12) Further correspondence regarding this application should bear the reference number quoted on the top of the decision notice.

THIS NOTICE RELATES ONLY TO A PLANNING DECISION AND DOES NOT RELATE TO OTHER LEGISLATION INCLUDING ANY LEGISLATION UNDER:

- BUILDING REGULATIONS – Please contact buildingcontrol@npt.gov.uk or 01639 686820 to discuss all aspects of the service that is offered by Building Control
- HIGHWAY LEGISLATION

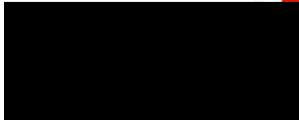
IF PLANNING CONSENT HAS BEEN GRANTED IT IS ADVISABLE TO ESTABLISH WHETHER ANY OTHER FORM OF CONSENT IS REQUIRED AND TO OBTAIN SUCH CONSENT BEFORE COMMENCING DEVELOPMENT

ⁱ Please see the [Town and Country Planning \(Referred Applications and Appeals Procedure\) \(Wales\) Regulations 2017](#) for appeal procedures and for full definitions of:

- “*householder application*” (essentially an application for the enlargement, improvement or other alteration of a dwellinghouse, or development within the curtilage of such a dwellinghouse, or change of use to enlarge the curtilage of a dwelling house)
- “*householder appeal*” means an appeal in relation to a householder application, but excludes an appeal against conditions on the grant of planning permission; or an appeal which is accompanied by an enforcement or listed building consent appeal.
- “*minor commercial application*” (essentially relates to existing buildings of no more than 250 square metres gross external floor space at ground floor level, currently in use for any of the purposes set out in Schedule 1A to The Town and Country Planning (Development Management Procedure) (Wales) (Amendment) Order 2015 which is an application for change of use from Class A1 to A2 or A3; or Class A2 to A3); or the carrying out of building or other operations to a shop front.
- “*minor commercial appeal*” means an appeal in relation to a minor commercial application but excludes an appeal against conditions on the grant of planning permission; or an appeal which is accompanied by an enforcement or listed building consent appeal.

THE COMMON SEAL of)
NEATH PORT TALBOT)
COUNTY BOROUGH COUNCIL)
was hereunto affixed in the)
presence of: -)




Proper Officer

EXECUTED as a DEED by D JOHN)
CARPENTRY AND BUILDING)
CONTRACTORS LTD acting by its)
director


Director

in the presence of:)

Witness signature 
Witness name...SAMANTHA JANE WALTERS.....
Witness address...119...London...Road...Neath.....
.....SAIL LE.....
Witness occupation.....H. captionist.....

EXECUTED as a DEED by HSBC UK)

BANK PLC acting by its attorney)

Glenn Paul Battersby

Attorney

in the presence of:)

Witness signature.....

Witness name..... David Matthew Sanderson

Witness address..... HSBC UK Bank PLC
Customer Service Centre
BX8 5HB

Witness occupation.....

Bank Official