

DATED the 13th day of March 2026

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

and

DESMOND VINCENT O'BRIEN

and

TAI TARIAN LIMITED

and

SWANSEA DEVELOPMENT SPV 1 LIMITED

AGREEMENT

under

**Section 106 of the Town and Country Planning Act 1990
relating to the Red Dragon, Moorland Road, Port Talbot, SA12 6JZ
and land at Dalton Road, Port Talbot in the county borough of Neath
Port Talbot**

**Craig Griffiths
Head of Legal and Democratic
Services
Neath Port Talbot County
Borough Council
Civic Centre
PORT TALBOT
SA13 1PJ**

This Agreement is made the 13th day of March 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. **DESMOND VINCENT O'BRIEN** of 32, Fairmeadows, Maesteg, CF34 9JL (hereinafter called “the First Owner”) of the second part;
3. **TAI TARIAN LIMITED** a charitable registered society under the Cooperative and Community Benefits Act 2014 (mutual public register no. 31041R) whose registered office is at Ty Gwyn, Brunel Way, Baglan Energy Park, Neath, SA11 2FP (hereinafter called “the Second Owner”) of the third part; and
4. **SWANSEA DEVELOPMENT SPV 1 LTD** a company incorporated in England and Wales under company number 12210599 and whose registered office is at 5, Dyffryn Court, Riverside Business Park, Swansea, SA7 0AP (hereinafter called “the Developer”) of the fourth 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 First Owner is the proprietor of that part of the Site with absolute freehold title under title number WA900903 and is to enter into this Agreement in respect of that part of the Site.

- 1.3 The Second Owner is the proprietor of that part of the Site with absolute freehold title under title number CYM532183 and is to enter into this Agreement in respect of that part of the Site.
- 1.4 The Developer has an interest in the Site by virtue of the Option Agreement entered into with the First Owner with a view to purchasing those parts of the Site registered under title number WA900903 and thereafter developing the Site in accordance with the Planning Permission. The Developer has submitted the Application together with information, reports, surveys, plans and specification to the Council to enable the Application to be further considered.
- 1.5 By an application received on 3 September 2025 and bearing the registered number P2025/0632 the Developer applied to the Council for the Planning Permission.
- 1.6 On 26 January 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:

“Active Travel Financial

Contribution”

the sum of seven thousand, two hundred and twelve pounds (£7,212.00) to be paid in accordance

	with the terms of the Third Schedule;
“Affordable Housing”	as defined in Planning Policy Wales Technical Advice Note 2: Planning and Affordable Housing June 2006 (as amended);
“Affordable Housing Contribution”	the sum of forty two thousand and ninety pounds (£42,090.00) to be paid in accordance with the terms of the First Schedule;
“Affordable Housing Dwellings”	means a Dwelling that meets the definition of Affordable Housing
“Affordable Housing Mortgagee”	any mortgagee or chargee (or any receiver) (including an administrative receiver) appointed by such mortgagee or charge or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed), including a housing administrator (each a “Receiver”) of the whole or any part of an Affordable Unit(s) or any persons or bodies deriving title to such mortgagee or charge or Receiver;
“Affordable Housing Plan”	the plan attached to this Agreement numbered R590-103E;

“Affordable Units”	means five (5) of the Dwellings to be constructed within the Site on plots 1-5 shown edged red on the Affordable Housing Plan and to be constructed in accordance with the Planning Permission, all of which are to be Affordable Housing and “Affordable Unit” shall be construed as any one of those Affordable Units and dealt with in accordance with the provisions of Part 1 of the Schedule to this Agreement;
“Agreement”	this agreement;
“the Application”	the application for Planning Permission for the Development received on 3 September 2025 and bearing reference number P2025/0632;
“Approved Purchaser”	a purchaser of an Affordable Unit who has been chosen according to criteria previously approved by the Council’s Head of Housing and Communities;
“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

"Planning Drawings" - Proposed Site Plan



Revision:	Date:	By:
REV A - Site area increased allowing unit density to increase to 22 units.	31st March 2025	Rev
REV B - General site updates following highways comments.	31st July 2025	Rev
REV C - Cycle Valet updated to include inclusive cycle parking, bin enclosures identified to Pico 182 and 21827, access to bins improved to Pico 21827.	18th Sep 2025	Rev
REV D - Bin stores repositioned, additional vehicle space added between parking bays 384	17th October 2025	Rev
REV E - Parking increased to 26 bays (24 + 2 Valet Spaces)	17th November 2025	Rev

Notes:

RLH
architectural

CASTELL GROUP
Immunity Development Bank AG

Client:
Castell Group

Scale: Noted
Date: Sep '24
Drawn: SE/RH

Drawing Title:
Concept/Proposed Site Plan

Job Title:
Proposed Redevelopment of the Former Red Dragon,
Moorland Road, Port Talbot SA12 6JZ

R590-103E

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;

“Default Interest Rate”

interest at 4 per cent above the base rate of Santander plc;

“Development”

the development of the Site pursuant to the Planning Permission by the demolition of the existing public house, and the construction of a residential development comprising of twenty-two (22) units with on-site parking, landscaping and sustainable

	drainage systems and associated infrastructure works;
“Dwelling”	a residential unit provided on the Site in accordance with the Planning Permission as part of the Development and “Dwellings” shall be construed accordingly;
“Head of Housing and Communities”	the Council’s Head of Housing and Communities and shall be deemed to include the officer carrying out the duties of that appointment or such person as may from time to time be nominated;
“Head of Planning and Public Protection”	the Council’s Head of Planning and Public Protection and shall be deemed to include the officer carrying out the duties of that appointment or such person as may from time to time be nominated;
“Homebuy Scheme”	a scheme operated by the RSL to assist applicants who meet the required criteria to buy a home in the open market, whereby the difference in value between the Set Price and/or the amount that a purchaser of the property is to contribute and the Open Market Value of the Affordable Unit is treated as a loan

to the purchaser (“the Homebuy Loan”) which will be secured by way of a legal charge registered against the relevant Affordable Unit (where there are no capital or payments made by the applicant up and until the repayment of the Homebuy Loan);

“Intermediate Rented Housing”

housing accommodation let at a rent which is above that for Social Rented Housing but below a market housing rent;

“LDP”

the local development plan (2011-2026) adopted by the Council in January 2016;

“Market Housing Units”

dwelling houses on the Site which are private housing for sale or rent where the price is set in the open market and are units which are not Affordable Units;

“Occupation”

means for the purposes permitted by the Planning Permission but not including occupation by personal 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 Market Value”

the price payable for an Affordable Unit which has been established by an appropriately qualified valuer appointed by the RSL representing in their opinion the best price at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of the valuation assuming:-

- a) a willing seller;
- b) that prior to the date of the valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, the agreement of the price and terms and for the completion of the sale;
- c) that the state of the market levels of value and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- d) that no account is taken of any additional bid by a

prospective purchaser with a special interest; and

- e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion;

“Open Space Provision
Financial Contribution”

the sum of thirty five thousand and ninety four pounds (£35,094.00) to be paid in accordance with the terms of the Second Schedule;

“Option Agreement”

an agreement dated 4 October 2024 and made between the First Owner (1) and the Developer (2), granting the Developer an option (expiring on 4 October 2026, having been extended for a further period of 12 months) to purchase that part of the Site registered under title number WA90090, subject to the Developer paying an option sum to the First Owner;

“Planning Permission”

planning permission for the Development pursuant to the Application a draft of which is contained in the Fourth Schedule;

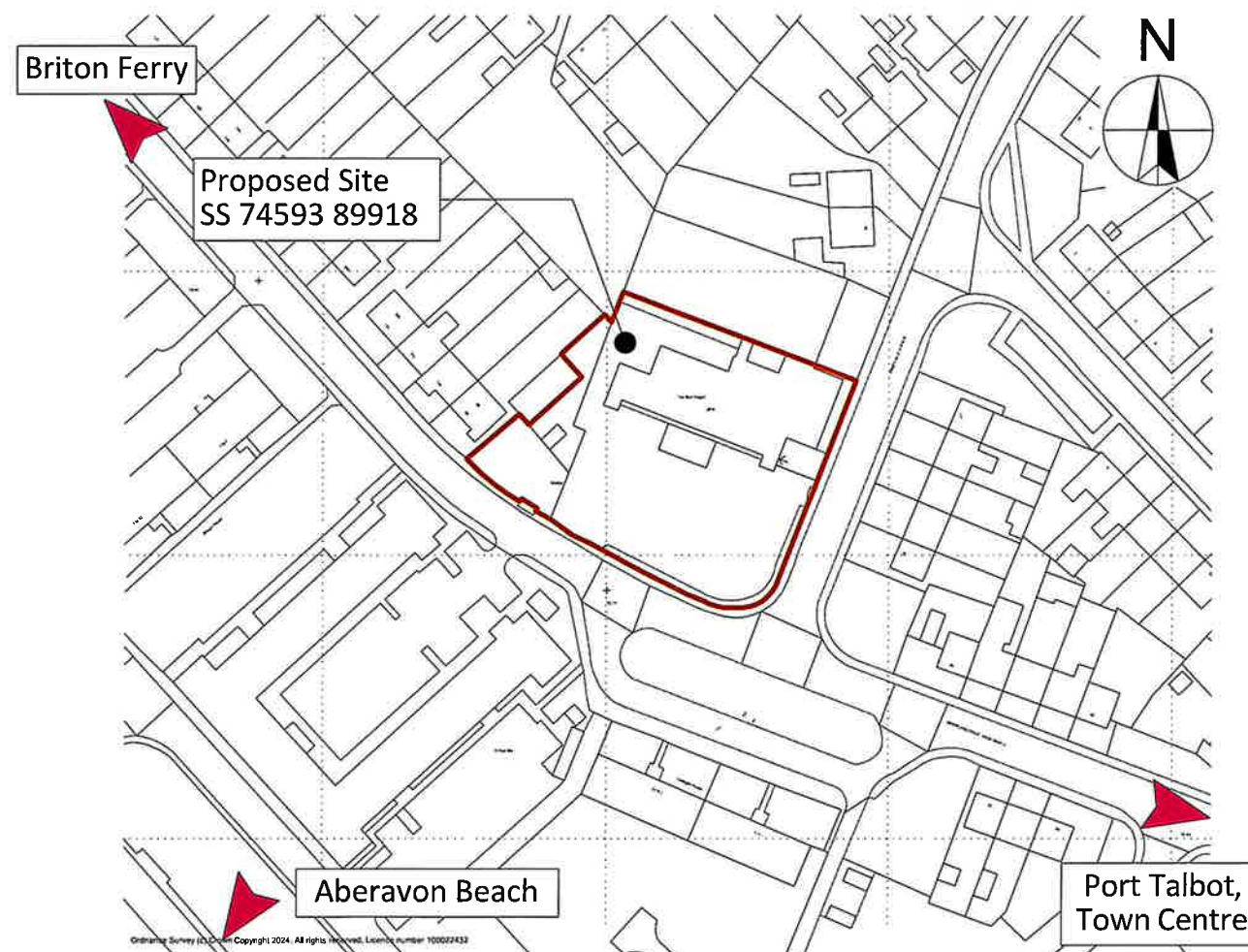
“Recycling Fund”

a separate designated account set up by the RSL in their books and records to which monies received from any disposal, of or creation of,

	a legal interest in the Affordable Houses by virtue of an Agreement under Section 106 of the Act are to be credited and any reasonable legal and surveyor's fees in relation to the acquisition and disposal of such Affordable Units is to be charged;
"RSL"	a Registered Social Landlord as defined in Part 1 of the Housing Act 1996 who is regulated and registered in Wales by the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and who is approved by the Council (such approval not to be unreasonably withheld or delayed);
"Set Price"	for each of the Affordable Units, 40% of the Open Market Value;
"Site"	the Red Dragon, Moorland Road, Port Talbot, SA12 6JZ and land at Dalton Road, Port Talbot as indicated for the purposes of identification only edged red on the Site Plan;
"Site Plan"	the plan attached to this Agreement numbered R590-100B;
"Social Rented Housing"	housing accommodation let according to a system of priorities, based on an applicant's need for housing assessed in relation to the

Proposed Redevelopment of the Former Red Dragon, Moorland Road, Port Talbot SA12 6JZ

"Site Location Plan"



Michael Shaw
 Project Officer

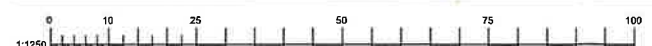
AC
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Legend:

— - Indicates Application Site Boundary

Site Location Plan

1:1250

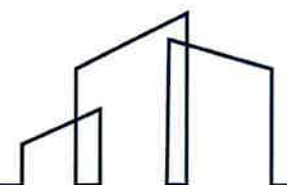


Revision:	Date:	By:
REV A - Red boundary line updated.	31st March 2025	RH
REV B - Red boundary line updated.	31st July 2025	SE

Notes:

RLH
 architectural

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Client:
 Castell Group

Scale: Noted
 Date: Sept '24
 Drawn: KP/RH

Drawing Title:
 Site Location Plan

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 Proposed Redevelopment of the Former Red Dragon,
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R590-100B

	applicant's circumstances and those of the applicant's family including homelessness, health, family size and condition and size of existing accommodation and let at a rent which is below the prevailing market rent for such accommodation;
"SPG"	the Affordable Housing Supplementary Planning Guidance dated October 2016 adopted by the Council;
"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 First 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 Second Owner shall include reference to its successors in title to and persons claiming through or under it and personal representatives.
- 1.2.5 Reference to the Owners in this Agreement shall include both the First Owner and Second Owner unless otherwise specified.
- 1.2.6 References in this Agreement to the Council shall include its successors:-
- 1.2.6.1 as Local Planning Authority or in any other appropriate statutory capacity; and
- 1.2.6.2 (in the case of terms relevant to or consequent upon land owned by the Council) the Council's successors in title and persons claiming through or under it.
- 1.2.7 Reference to a Council officer shall include any officer exercising the function of that officer or authorised in writing to exercise such function.
- 1.2.8 References in this Agreement to the Developer shall include reference to its successors in title to and persons claiming through or under it and personal representatives.
- 1.2.9 References in this Agreement to the Schedules shall include all of the First Schedule, Second Schedule and Third Schedule to this Agreement unless otherwise specified.
- 1.2.10 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.

- 1.2.11 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.
- 1.2.12 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.
- 1.2.13 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.14 A reference to writing or written excludes faxes and email.
- 1.2.15 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.16 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.
- 1.2.17 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. 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 Owners and the Developer 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 and clause 5.16 (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. Owners' and Developer's Covenants

4.1. Subject to the satisfaction of the Condition Precedent the Owners and the Developer hereby covenant with the Council to observe and perform the covenants, restrictions and obligations contained in the Schedules so as to bind the Site.

4.2 The Owners and the Developer covenant 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 Owners and the Developer to observe and perform the covenants, restrictions and obligations contained in the Schedules.

5. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED:-

5.1. Ownership

The Owners warrant that no person other than the Owners and the Developer 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 Owners and/or the Developer 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. 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 other than at the Owners' and/or the Developer'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.

5.6 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 Owners and the Developer 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 Owners and/or the Developer and the Council as to the terms of this Agreement, 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;

(b) or 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 First Owner as specified above;
 - 5.12.2.3 for the Second Owner as specified above;
 - 5.12.2.4 for the Developer as specified above;
- 5.12.3 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.
- 5.12.4 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 Owners and the Developer 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.
- 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 agree to issue the planning permission as soon as reasonably practicable after the date of this Agreement.

6. The Affordable Housing Mortgagee's Duty

6.1 The provisions in the First Schedule of this Agreement shall not be binding on an Affordable Housing Mortgagee prior to seeking to dispose of an Affordable House(s) pursuant to any default under the terms of its mortgage or charge PROVIDED THAT:

- (a) such Affordable Housing Mortgagee shall first give written notice to the Head of Housing and Communities of its intention to dispose of the whole or any part of the Affordable Units and then must make specific reference to this Agreement; and
- (b) the Affordable Housing Mortgagee shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Unit(s) to another RSL for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (c) if such disposal has not completed within the three month period, the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Unit(s) free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely in respect of that Affordable Unit, save for those in clause 6.2 below.

6.2 Should the Affordable Housing Mortgagee be entitled to dispose free of the restrictions under paragraph 6.1 above, any disposal by an Affordable Housing Mortgagee of an Affordable

Unit(s) shall require that any surplus of the capital receipt after recovery of the mortgage or charge shall be repaid by the Affordable Housing Mortgagee to the Council. In this clause, "surplus of capital receipt" shall mean the difference between the sale price of the Affordable Unit(s) sold on the open market and the Set Price less the sum or sums due under the terms of the mortgage or charge.

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 Owners and the Developer the day and year first before written

THE FIRST SCHEDULE AFFORDABLE HOUSING PROVISIONS

The Owners and Developer covenant as follows:

1. In carrying out the Development the Owners and Developer shall procure that the Affordable Units are constructed promptly and expeditiously in accordance with the Planning Permission together with electrical, water, gas and telecommunication services and pedestrian and vehicular access to the nearest adopted vehicular highway.
2. The Owners and Developer shall:
 - (a) transfer the freehold interest of all five (5) of the Affordable Units to an RSL prior to Occupation of the sixth Dwelling; and
 - (b) not Occupy or permit the Occupation of more than five (5) of the Dwellings until the freehold interest of all five (5) of the Affordable Units have been transferred to an RSL; and
 - (c) provide evidence of such transfer in writing to the Council.
3. The Owners and Developer undertake in respect of the Affordable Units to procure that an irrevocable offer to provide:
 - (a) the National House Building Council ("the N.H.B.C.") "Buildmark" Combined Warranty and Protection Scheme; or
 - (b) the Local Authority Building Control Warranty ("the L.A.B.C."); or
 - (c) any similar agreement or scheme which may be prescribed by the N.H.B.C, L.A.B.C or any other warranty scheme previously approved in writing by the Head of Planning and Public Protectionin favour of the RSL who shall acquire any Affordable Unit.

4. Up to the point of sale, the Owners and the Developer shall procure that the Affordable Units are insured under a contractor's all risks insurance policy.
5. During the carrying out of Development, the Owners and the Developer shall ensure that escorted access is available at reasonable times and at reasonable notice for inspection of the Affordable Units during their construction by officers or agents of the Council, together with the RSL and its prospective tenants and persons who may be or wish to be an Approved Purchaser, and shall make available to those persons the same facilities and attendance of site staff as is available to general purchasers.
6. The Owners and the Developer shall enter into a contract with the RSL to transfer to the RSL each Affordable Unit at the Set Price by serving written notice on the RSL and the RSL shall have a period of six weeks from the date of service of that written notice to exchange contracts for the purchase of the Affordable Unit (time being of the essence).
7. The Set Price is to be paid by the RSL for each Affordable Unit.
8. On completion of the transfer of each Affordable Unit, the Owners and the Developer shall procure that an N.H.B.C or L.A.B.C (or other approved warranty provider) Certificate is issued to the RSL.
9. The transfer of each Affordable Unit to the RSL shall be completed 10 Working Days after service by the Owners and the Developer on the RSL or its solicitor of the N.H.B.C or L.A.B.C. (or other

approved warranty provider) cover note and the contract for sale or lease of the Affordable Unit shall contain:-

- (a) a covenant by the Owners and Developer to construct and use reasonable endeavours to procure adoption of roads and footpaths to serve the Affordable Unit;
- (b) full and free rights of access (both pedestrian and vehicular) from the public highway to the Affordable Unit;
- (c) a covenant by the Owners and Developer to construct and use reasonable endeavours to procure adoption of the main estate foul sewers to serve the Affordable Unit;
- (d) full and free rights to the passage of water, soil, electricity and gas through the pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land, up to and abutting the boundary to the Affordable Unit (all such services to be connected to the mains); and
- (e) such other rights or covenants as may reasonably be required by the Owners and Developer, provided that such rights or covenants are not more onerous than the covenants imposed in the contracts for sale or leases of the Market Housing Units.

10. Following the transfer of each of the Affordable Units to the RSL, each Affordable Unit shall either be disposed of by the RSL under the Homebuy Scheme to an Approved Purchaser or made available by the RSL as Intermediate or Social Rented Housing to tenants nominated by the Council, in accordance with eligibility criteria determined by the Council's Head of Housing and Communities and an agreed timescale.

11. Where a Dwelling is being disposed of under a Homebuy Scheme and if, at the expiry of a period of 30 Working Days from the date on which the Affordable Unit is offered by the RSL to an Approved Purchaser, either:

- (a) the Affordable Unit has not been reserved by an Approved Purchaser; or
- (b) the Affordable Unit has been reserved by an Approved Purchaser but that Approved Purchaser has failed to enter into an agreement to purchase the Affordable Unit under the Homebuy Scheme within 30 Working Days from the submission to his or her solicitor of any contract together with evidence of title and replies to preliminary enquiries;

the RSL shall be free to make available the Affordable Unit as Intermediate Rented Housing or Social Rented Housing to tenants nominated by the Council in accordance with the eligibility criteria determined by the Council's Head of Housing and Communities.

12. Where a property is being disposed of under a Homebuy Scheme and if, at the expiry of a period of 30 Working Days from the date on which the Affordable Unit is offered by the RSL to a subsequent Approved Purchaser, either:

- (a) the Affordable Unit has not been reserved by that Approved Purchaser; or
- (b) the Affordable Unit has been reserved by that Approved Purchaser but that Approved Purchaser has failed to enter into an agreement to purchase the Affordable House under the Homebuy Scheme within 30 Working Days from the submission to his or her solicitor of any contract together with evidence of title and replies to preliminary enquiries;

the RSL shall be free to make available the Affordable Unit as Intermediate Rented Housing or Social Rented Housing to tenants nominated by the Council in accordance with the eligibility criteria determined by the Council's Head of Housing and Communities.

13. The RSL shall keep the Head of Housing and Communities informed of all signed agreements in respect of the Affordable Units to be disposed of under the Homebuy Scheme.
14. The RSL shall not sell an Affordable Unit within the Site other than under the Homebuy Scheme or to a tenant of an Intermediate or Social Rented Housing pursuant to the Right to Acquire provisions in the Housing Act 1996 or any replacement or similar provisions.
15. Save for the purchase monies actually paid by the buyer and received by the RSL on the first sale by the RSL of an Affordable Unit under the Homebuy Scheme (which shall belong to the RSL absolutely), any monies received by the RSL from any disposal of or creation of a legal interest in relation to the relevant Affordable Unit shall be notified to the Council within 28 days of receipt and credited to the Recycling Fund from which the RSL's reasonable legal and surveyor's fees arising out of the disposal of the Affordable Unit shall be charged to the Recycling Fund. The balance of the Recycling Fund shall thereafter be spent within five years on the provision of affordable housing in the area of the Council as then constituted in accordance with a scheme or schemes previously approved in writing by the Council and for no other purpose.

16. The Owner and the Developer shall notify the Council in writing prior to Occupation of the sixth Dwelling whether less than six Dwellings are to be provided as Affordable Housing Dwellings.
17. Paragraphs 18-20 of this Schedule below shall apply if the notification pursuant to paragraph 16 of this Schedule above is to the effect that less than six Dwellings are provided as Affordable Housing Dwellings.
18. The Owners and the Developer covenant with the Council as follows:
 - 18.1 to pay the sum of the Affordable Housing Contribution prior to the Occupation of the sixth Dwelling; and
 - 18.2 not to allow the Occupation of more than five (5) Dwellings until the Affordable Housing Contribution has been paid to the Council.
19. The Council covenants with the Owners and the Developer to use the Affordable Housing Contribution for the purposes of the provision, enhancement, maintenance and improvement of and access to affordable housing within the spatial area of Port Talbot as defined in the Council's LDP and set out in Appendix B of the Council's SPG. Should an appropriate project not be identified within the specific spatial area, then the Council is at liberty to spend the Affordable Housing Contribution for the same purposes within the county borough of Neath Port Talbot. Such project is to be identified in the locality by the Council within a period of 5 years from the date of payment of the Affordable Housing

Contribution. The Council will confirm the specific project to the Owners and the Developer in writing, if so requested.

20. Interest on Late Payment

If the Affordable Housing Contribution has not been paid to the Council by the date it is due pursuant to paragraph 18 of this First Schedule, the Owners and the Developer shall pay the Council interest on the Affordable Housing 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
THE OPEN SPACE PROVISION FINANCIAL CONTRIBUTION

1. The Owners and the Developer covenant with the Council as follows:

1.1 to pay the sum of the Open Space Provision Financial Contribution prior to the Occupation of the third Dwelling;

1.2 not to allow the Occupation of more than two Dwellings until the Open Space Provision Financial Contribution has been paid to the Council.

2. The Council covenants with the Owners and the Developer to use the Open Space Provision Financial Contribution for the purposes of the provision, enhancement, maintenance and improvement of and access to outdoor pitch sport, non-pitch sport areas, children's play areas and allotments within the ward of Sandfields East and for no other purpose. Such project is to be identified in the locality by the Council within a period of 5 years from the date of payment of the Open Space Provision Financial Contribution. The Council will confirm the specific project to the Owners and the Developer in writing, if so requested.

3. Interest on Late Payment

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 Second Schedule, the Owners and the Developer 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 THIRD SCHEDULE

THE ACTIVE TRAVEL FINANCIAL CONTRIBUTION

1. The Owners and the Developer covenant with the Council as follows:

1.1 to pay the sum of the Active Travel Financial Contribution prior to the Occupation of the tenth Dwelling;

1.2 not to allow the Occupation of more than nine Dwellings until the Active Travel Financial Contribution has been paid to the Council.

2. The Council covenants with the Owners and the Developer to use the Active Travel Financial Contribution for the purposes of the provision, enhancement, maintenance and improvement of and access to active travel routes within the ward of Sandfields East. Should an appropriate project not be identified within the specific spatial area, then the Council is at liberty to spend the Active Travel Contribution for the same purposes within the county borough of Neath Port Talbot. Such project is to be identified in the locality by the Council within a period of 5 years from the date of payment of the Active Travel Financial Contribution. The Council will confirm the specific project to the Owners and the Developer in writing, if so requested.

3. Interest on Late Payment

If the Active Travel Financial Contribution has not been paid to the Council by the date it is due pursuant to paragraph 1 of this Third Schedule, the Owners and the Developer shall pay the Council interest on the Active Travel 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 FOURTH 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

Swansea Developments SPV 1 Ltd
Unit 5 Dyffryn Close
Swansea Vale
Llansamlet
Swansea
SA7 0AP

Name and address of the agent

Asbri Planning
Unit 9 Oak Tree Court
Cardiff Gate Business Park
Cardiff
CF23 8RS

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DATE REGISTERED: 10 September 2025

APPLICATION NO: P2025/0632

LOCATION: The Red Dragon, Moorland Road, Sandfields, Neath Port Talbot,
SA12 6JZ

PROPOSAL: Demolition of existing public house, and construction of a
residential development comprising 22 No. units with on-site
parking, landscaping and sustainable drainage systems (SuDS)
and associated infrastructure works.

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:

- Site Location Plan, Drawing No. R590-100B;
- Proposed Site Plan, Drawing No. R590-103D;
- Ground and First Floor Plans, Drawing No. R590-115B;
- Second Floor and Section A-A Plans, Drawing No. R590-116B;
- Street Elevations D-D / E-E, Drawing No. R590-105A;
- Front, Rear and Side Elevations, Drawing No. R590-117C;
- Engineering Layout, Drawing No. 10420 - 100 - 01 REV D;
- APEX Transport Statement, Ref: C24155/TS01 (August 2025);
- DP Green Infrastructure Statement, Ref: 264/R01B/DP/06.05.25 (May 2025);
- EcoLogical Site Assessment Survey V.2 (August 2024);
- EcoLogical Bat Survey V4.0 (July 2025);
- Proposed Ecology Plan, Drawing No. R590-114B;
- Asbri Planning Design & Access Statement, Ref: S24.163 (August 2025);
- Soft Landscape Proposals, Drawing No. 1264.01 REV B;
- Topographic Survey, Drawing No. R590-101A (September 2024);
- Proposed External Finishes Site Plan, Drawing No. R590-109B;
- External Finishes Material Schedule, Drawing No. R590-108B;
- Proposed Boundary Treatment Plan, Drawing No. R590-110B;
- Proposed Domestic Lighting Plan, Drawing No. R590-111B;
- Terra Firma Tier 1 Geotechnical and Geoenvironmental Report, Ref: TF-24-275-CA (April 2025); and
- Terra Firma Tier 2 Geotechnical and Geoenvironmental Assessment, Ref: TF-24-275-CA (June 2025).

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Reason: In the interests of clarity.

Pre-Commencement Conditions

- 3 Before beginning any development at the site, you must do the following:-
- a) Notify the Local Planning Authority in writing that you intend to commence development by submitting a Formal Notice under Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) in the form set out in Schedule 5A (a newly inserted Schedule) of the DMPWO (or in a form substantially to the like effect); and
 - b) Display a Site Notice (as required by Section 71ZB of the 1990 Act) in the form set out in Schedule 5B (a newly inserted Schedule) of the DMPWO (or in a form substantially to the like effect), such Notice to be firmly affixed and displayed in a prominent place, be legible and easily visible, and be printed on durable material. Such Notice must thereafter be displayed at all times when development is being carried out.

Reason: To comply with procedural requirements in accordance with Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) and Section 71ZB of the Town and Country Planning Act 1990.

NOTE: Templates of the required Notice and Site Notice are available to download at www.npt.gov.uk/planning

- 4 Prior to the commencement of development on site, including demolition, a Demolition Method Statement shall have been submitted to and approved in writing by the Local Planning Authority. The demolition method shall include details of the proposed method of demolition, details of waste management, mitigation measures to ensure there are no adverse impacts upon residential amenity and any works to make good of any adjoining neighbouring properties (to include the common boundary shared with No. 36b Abbeyville Avenue).

Reason: In the interests of environmental protection, safeguarding residential amenity and to ensure compliance with Policies SP15, EN8 and BE1 of the Neath Port Talbot Local Development Plan.

- 5 No development, except for demolition, shall commence on site 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
- 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.

- 6 Prior to any development, except for demolition commencing on site and if identified as necessary following the completion of the 'Desktop Site Assessment Survey' as per condition 5, 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

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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.

- 7 Prior to the commencement of development, including demolition on site, a Construction Environmental Management Plan (CEMP)/Construction Method Statement (CMS) shall be submitted as part of the first reserved matters application and approved in writing by the Local Planning Authority. The CEMP/CMS shall include the following:
- 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 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 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. Hours of working on site, including specified hours for deliveries; details of restrictions to be applied during construction and demolition works (including timing, duration and frequency of works) to prevent noise or nuisance amenity issues to surrounding properties.
 - vi. Specific provisions in relation to the removal of existing concrete foundations and any other materials and mitigation measures undertaken shall be detailed.
 - vii. Waste: a scheme for recycling/disposing of waste resulting from demolition and construction works
 - viii. Signage: scheme for the erection of any temporary/semi temporary construction management, safety or directional signage.
 - ix. Responsible Persons: details of the persons and bodies responsible for activities associated with the CEMP/CMS and emergency contact details.
 - x. The CEMP/CMS shall be signed by a competent person(s).
 - xi. Traffic management: plan showing the route demolition, construction and delivery vehicles will take to and from site (to the nearest classified highway) shall be submitted.

The development shall be carried out in full accordance with the approved CEMP/CMS.

Reason: In the interests of biodiversity and the amenity of the area as a whole and to ensure the development complies with Policies EN7, EN8, TR2 and BE1 of the Neath Port Talbot Local Development Plan.

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Action Conditions

- 8 If a remediation strategy is required in accordance with condition 6 and 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 6 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.

- 9 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.

- 10 Prior to the installation of any external lighting on site, a detailed lighting scheme, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall:

- (i) include all/any lighting to be affixed to the exterior of the building, lighting at the site access, along internal pedestrian routes/perimeters of the site, any lighting schemes for communal outdoor amenity areas, a schematic lighting scheme for the car and cycle parking areas and any necessary street lighting;
- (ii) Identify those areas/features on site that are particularly sensitive for nocturnal wildlife, especially bats, and that are likely cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
- (iii) Show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places in accordance with ILP/BCT 'Guidance notes for Bats and Artificial Lighting'.

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(iv) Identify the location of all external lights, the specification, intensity of illumination, predicted lighting contours (Lux plots), together with proposed hours of operation and any mitigation measures required and timescales for the installation of all lighting.

The lighting scheme shall be fully implemented on site in accordance with the agreed details prior to the beneficial use or any occupation of the development.

Reason: In the interest of visual, residential amenity and to prevent any unacceptable light spillage, and in the interest of biodiversity and protected species and to ensure the proposal complies with Policies EN8 and BE1 of the Local Development Plan.

- 11 Prior to the start of any piling activities on site, a Piling Method Statement to include details of all piling activities to be conducted on site, including type and locations, removal of spoil arisings from boring operations, operational impacts and management (inc. plant & machinery and traffic controls), mitigation measures to include dust, noise and vibrations and control of runoff waters, has been submitted to and approved in writing by the Local Planning Authority. Piling activities shall be carried out in accordance with the approved method statement.

Reason: In the interest of environmental protection, and to safeguard the amenity of residents, and to ensure accordance with Policies BE1, EN8 and TR2 of the adopted Neath Port Talbot Local Development Plan.

- 12 Notwithstanding the submitted plans and prior to the first beneficial use of the development hereby approved, a scheme shall be submitted to and approved in writing by the Local Planning Authority detailing the siting, design, materials, internal layout and pedestrian access points for waste drop-off and local refuse collection for the communal bin storage area as shown on the 'Proposed Site Plan, Drawing No. R590-103D'. The bin storage areas shall be provided on site in accordance with the agreed details prior to the first beneficial use/occupancy of the associated residential units and retained as such thereafter.

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

- 13 Notwithstanding the submitted information and prior to the first beneficial occupation of the development hereby approved, a detailed parking layout showing the designation of the 24 No. residential parking bays for property No.'s 1 to 22 to include a minimum of 1 No. disabled parking bay, a minimum of 3 No. Electric Vehicle Charging Points (EVCP) and the location of pedestrian crossing points shall be submitted to and approved in writing by the Local Planning Authority. Prior to the first beneficial use of the development, the approved parking provisions shall be provided on site in accordance with the agreed details, with parking bays and crossing points clearly marked out. The parking area shall be used solely for the benefit of the occupants of the residential development of which it forms part and their visitors and for no other purpose and permanently retained as such in perpetuity.

Reason: In the interest of highway safety and to ensure the development complies with Policies SP20 and TR2 of the Neath Port Talbot Local Development Plan.

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- 14 Notwithstanding the submitted plans and prior to the first beneficial use of the development hereby approved, a scheme shall be submitted to and approved in writing by the Local Planning Authority detailing the provision of mobility scooter parking and charging area. The mobility scooter parking areas shall be provided in accordance with the agreed details prior to the first beneficial use/occupancy of the development and retained as such thereafter.

Reason: In the interest of visual and residential amenity and to ensure adequate mobility scooter storage and charging provisions are provided for future residents and to ensure compliance with Policy BE1 and TR2 of the Neath Port Talbot Local Development Plan.

- 15 Prior to the first beneficial use of the development hereby approved, the boundary treatments as detailed on 'Proposed Boundary Treatment Plan, Drawing No. R590-110B' shall be completed, as approved, and retained as such thereafter.

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

- 16 Prior to the beneficial occupation of the development hereby approved, Biodiversity Enhancements to include artificial nesting sites for birds and bats, shall be provided on site in accordance with the EcoLogical Site Assessment Survey V.2 (August 2024); EcoLogical Bat Survey V4.0 (July 2025); and, Green Infrastructure Statement (GIS) prepared by 'dp Landscape Architecture' dated May 2025 and as shown on 'Proposed Ecology Plan', Drawing No. R590-114B as received on 20/10/2025. Once installed the infrastructure provisions shall be suitably maintained and retained as such in perpetuity.

Reason: To secure a net benefit for biodiversity, in the interests of conserving and enhancing biodiversity and protected species to ensure compliance with Future Wales: The National Plan 2040 (Policy 9), PPW 12, Technical Advice Note (TAN) 5: Nature Conservation And Planning (2009) and Policies EN6, EN7 and BE1 of the Neath Port Talbot Local Development Plan.

- 17 Prior to the first beneficial occupation of the development hereby approved, a landscape management plan, including management responsibilities and maintenance, long term management plans and maintenance schedules, shall have been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be implemented following the first beneficial occupation of the development.

Reason: In the interest of visual amenity, and to ensure the long term management and maintenance of all landscaped areas on site and to ensure the development complies with Policies SP15 and BE1 of the Neath Port Talbot Local Development Plan.

- 18 Prior to the first beneficial use of the hereby approved development, a soft landscaping planting scheme shall be submitted to and approved in writing by the Local Planning Authority. The submitted scheme shall include all planting species, the size and timings of planting, the density of planting, seeding mix and turfing. The

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approved details shall be carried out in the first planting and seeding seasons following the first occupation of any unit, 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.

- 19 Prior to the first beneficial use of the development hereby approved, a scheme for the provision of gigabit capable broadband infrastructure to be installed on site to provide gigabit connection from the site boundary to all units within the development shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented on site prior to the first beneficial occupation of any unit and shall be retained as such in perpetuity, such that occupants of the development may benefit from access high-speed electronic communications networks.

Reason: To support the roll-out of digital communications infrastructure across Wales in accordance with Policy 13 of Future Wales: The National Plan 2040.

Regulatory Conditions

- 20 Demolition and construction works shall not take place outside the hours of 08:00 to 18:00 Mondays to Fridays and 08:00 to 13:00 on Saturdays and at no time on Sundays or Public Holidays.

Reason: In the interest of residential amenity and to ensure the development complies with Policy BE1 and EN8 of the Neath Port Talbot Local Development Plan.

- 21 The vehicular access point onto Abbeyville Avenue shall be provided with a clear vision splay measured at 2.4 metres x 2.4 metres behind the back of footway and thereafter, the vision splay shall be permanently maintained on both sides of the access to the development with no obstruction to visibility, either erected or allowed to grow, over a height of 0.6m above carriageway level.

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

- 22 Any gates provided across the access drive(s) or pedestrian entry points as shown on the 'Proposed Site Plan, Drawing No. R590-103D' shall be of a type which open inward only and can be seen through, and shall be retained as such thereafter.

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.

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- 23 The development hereby approved shall be connected to the mains sewerage system prior to the first beneficial use of any residential unit and retained as such thereafter.

Reason: In the interest of satisfactory drainage of the site, and ensure the development complies with Policy SP16 and BE1 of the Neath Port Talbot Local Development Plan.

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Informatives:

1 Please note that SAB approval will be required prior to any work commencing. It is a breach of approval required under Paragraph 7 (1) Schedule 3 of the Flood and Water Management Act 2010 whereby action will be taken by the Authority under The Sustainable Drainage (Enforcement) (Wales) Order 2018.

2 This permission is subject to an obligation under Section 106 of the Town and Country Planning Act 1990, as amended.

3 The applicant may need to apply to Dwr Cymru / Welsh Water for any connection to the public sewer under S106 of the Water industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication "Sewers for Adoption"- 7th Edition. Further information can be obtained via the Developer Services pages of www.dwrcymru.com 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 Welsh Water 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.

4 Trees, scrub and grasslands are likely to contain nesting birds between 1st March and 31st July inclusive. Such habitats are present on the application site and area to be assumed to contain nesting birds between the above dates, unless a recent survey has been undertaken by a competent ecologist to assess the nesting bird activity on site during this period and has shown it is absolutely certain that nesting birds are not present.

5 Bats often roost in trees, and work on these trees may disturb a bat roost. All bats and their roosts are protected against disturbance under UK and European legislation. If works are planned on a tree in which bats are roosting, Natural Resources Wales must be contacted. If work has already commenced and bats are found, or if any evidence that bats are using the site as a roost is found, work shall cease and NRW should be

contacted immediately. Where bats or their roosts are present, no works of felling, lopping or pruning shall take place unless a licence to disturb these species and/or their roosts has been granted in accordance with the relevant legislation. NRW can be contacted at:- Natural Resources Wales, Ty Cambria, 29 Newport Road, Cardiff CF24 0TP, 0300 065 3000

6 The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Mining Remediation Authority on 0800 288 4242. Further information is also available on the Mining Remediation Authority website at: <https://www.gov.uk/government/organisations/mining-remediation-authority>

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CONCLUSION

The decision to recommend planning permission has been taken in accordance with Section 38 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 impacts on visual amenity or the character of the settlement, residential amenity, highway safety or biodiversity. The scheme provides an essential contribution towards the Local Authorities strategic housing targets, delivering 100% affordable housing in a sustainable location. Accordingly, the proposed development is in accordance with Policies SP1, SP2, SP3, SP7, SP8, SP10, SP15, SP16, SP19, SP21, SC1, AH1, OS1, RE2, EN6, EN7, EN8, W3, TR2 and BE1 of the Neath Port Talbot County Borough Council Local Development Plan (2011-2026) Adopted January 2016.

It is further considered that the decision complies with Future Wales - the National Plan 2040, specifically Policies 2, 7 and 9 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:



Ceri Morris – Head of Planning & Public Protection

Date:

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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

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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):-

• Planning Permission (with the exception of Minor Commercial and Householder applications – see below)	Within 6 Months
• Householder Appeal see endnote i	Within 12 weeks
• Minor Commercial Appeal see endnote i	Within 12 weeks
• Listed Building or Conservation Area Consent appeals	Within 6 months
• Tree Preservation Order (TPO) Consent	Within 28 days
• Advertisement Consent	Within 8 weeks
• Certificate of Lawfulness of Existing (Section 191) or Proposed (Section 192) Use or Development	Within 6 months
• 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: -)



.....*Michael Jones*.....

Proper Officer

EXECUTED as a DEED by)
 LISA JONES as attorney for)
 DESMOND VINCENT O'BRIEN)
 pursuant to a power of attorney dated)
 22 December 2025 which incorrectly)
 referred to Desmond Vincent O'Brien)
 as Desmond Vicnent O'Brien)
 in the presence of:)

[Signature]

**Desmond Vincent
 O'Brien by his
 attorney Lisa Jones**

Witness signature.....*Sarah Wheeler*.....
 Witness name.....*SARAH WHEELER*.....
 Witness address.....

 Witness occupation.....*Receptionist*.....

Sam Hawking
 Property Lawyers
 65 Station Road
 Port Talbot SA13 1NW

EXECUTED as a DEED by TAI)
TARIAN LIMITED)
acting by its secretary and a director)
or by two directors)



..... *A.D. Cury*

Director

..... *A. Whitaker*

Director/Company Secretary

EXECUTED as a DEED by SWANSEA)
DEVELOPMENT SPV 1 LIMITED)
acting by ~~its secretary and~~ a director)
~~or by two directors~~)

..... *[Signature]*

Director

..... *[Signature]*

Director/Company Secretary

T. Ll. Morris

Tonos LLYR MORRIS

Unit 5, Dyffryn Court, Swansea SA7 0AP

Senior Planning and Development Manager.

in the presence of
Witness' signature
Witness' name
Witness' address
Witness' occupation

[Signature]
D.P.
AC
[Signature]