

DATED the 13th day of May 2026

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

and

CAREDIG LIMITED

**AGREEMENT
under**

**Section 106 of the Town and Country Planning Act 1990
relating to 22, Victoria Gardens, Neath, SA11 3BH 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 May 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. **CAREDIG LIMITED** a charitable registered society under the Cooperative and Community Benefits Act 2014 (mutual public register no. 21057R) whose registered office is at 43, Walter Road, Swansea, SA1 5PN (hereinafter called “the Owner) of the second part; and
3. **THE WELSH MINISTERS** of Cathays Park, Cardiff, CF10 3NQ (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 WA700558 and is to enter into this Agreement in respect of the Site.
- 1.3 The Chargee is the registered proprietor, over the Site, registered under title number WA700558 of a legal charge dated 28 March 2024 referred to in entry numbers 2 and 3 of the charges register of title number WA700588.
- 1.4 By an application received on 3 July 2024 and bearing the registered number P2024/0426, the Owner applied to the Council for the Planning Permission.

1.5 On 7 August 2025, 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 Planning Permission for the Development received on 3 July 2024 and bearing reference number P2024/0426;
“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.

“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 change of use of the existing guest house (use class C1) to three (3) apartments (use class C3) at the first and second floors, with ancillary offices and stores at ground floor. Also associated bicycle and bin stores, drying facilities, landscaping, parking provision and associated works. The proposal would also include the construction of a services riser on the northern elevation, the replacement of

	an existing dormer with a roof light window, alterations to fenestration, and the construction of a dormer to the southern roof slope;
“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;
“Occupation”	means 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 four thousand and eighty six pounds (£4,086.00) in accordance with the terms of the First Schedule;
“Planning Permission”	planning permission for the Development pursuant to the Application a draft of which is contained in the Second Schedule;
“Site”	22, Victoria Gardens, Neath, SA11 3BH as indicated for the purposes of identification only edged red on the Site Plan;

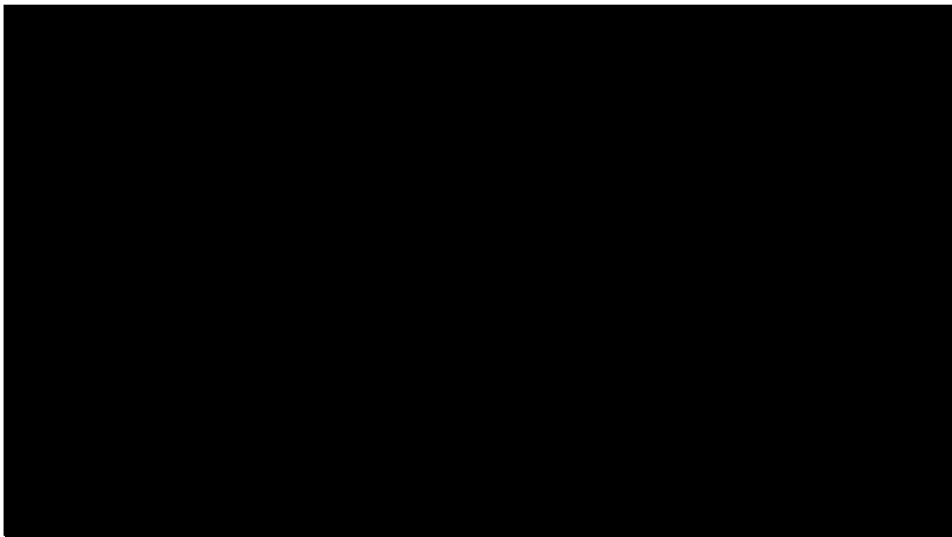
“Site Plan”	the plan attached to this Agreement entitled ‘Location Plan’ and numbered 940/01;
“TCPA 1990”	the Town and Country Planning Act 1990;
“Working Day(s)”	Mondays to Fridays inclusive not including days when Civic Centre Port Talbot is not open for public business;

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.
- 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.
- 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 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.
- 1.2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.11 A reference to writing or written excludes faxes and email.
- 1.2.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.13 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.
- 1.2.14 Any headings are for ease of reference only and shall not affect the interpretation of this Agreement.

2. Statutory Provisions and Obligations



Ordnance Survey, (c) Crown Copyright 2024. All rights reserved. Licence number 100022432

This Drawing is Copyright. ©

Note: All dimensions to be checked on site and not to be scaled from drawing.

AMENDMENTS:	
Revision	Date

BUCKMASTERBATCUP
Architects Ltd.

CLIENT:
Caredig H.A.

PROJECT TITLE:
22 Victoria Gardens,
Neath

DRAWING TITLE:
Location Plan

SCALE: 1:500@A4 | DATE: Jan 24

SWANSEA	LONDON
70 Walter Road	One Kingdom Street
Swansea, SA1 4QA	Paddington Central
	London, W2 6BD

BBA 940/01

- 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 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 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 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 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 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.

5.6. 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 30 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 Owner as specified above;

5.12.2.3 for the Chargee 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 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.

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. 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

THE FIRST SCHEDULE
THE OPEN SPACE PROVISION FINANCIAL CONTRIBUTION

1. The Owner covenants 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 (2) Dwellings until the Open Space Provision Financial Contribution has been paid to the Council.
2. The Council covenants with the Owner 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, outdoor non-pitch sport areas, and allotments within the ward of Neath North 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 Owner in writing, if so requested.
3. In the event that the Open Space Provision Financial Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Open Space Provision Financial Contribution, to refund to the Owner any part of the Open Space Provision Financial Contribution which has not been spent or committed for expenditure (and for the purposes of this paragraph the repayment will be to the original paying party and not to that party's successor in title).

4. 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 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

Mr Sean Tristham
Caredig
43 Walter Road
Swansea
SA1 5PN

Name and address of the agent

Mr Arfon Hughes
Mango Planning & Development Ltd
29 Old Field Road
Pencoed
Bridgend
CF35 5LJ

DATE REGISTERED: 22 July 2024

APPLICATION NO: P2024/0426

LOCATION: 22 Victoria Gardens, Neath, SA11 3BH

PROPOSAL:

Change of use of existing guest house (use class C1) to 3 no. apartments (use class C3) at first and second floors, with ancillary offices and stores at ground floor. Plus associated bicycle and bin stores, drying facilities, landscaping, parking provision and associated works. The proposal would also include the construction of a services riser on the northern elevation, the replacement of an existing dormer with a roof light window, alterations to fenestration, and the construction of a dormer to the southern roof slope.

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:

- Location Plan, drawing no. BBA 940/01, dated January 2024.
- Existing Site Plan & Floor Plans, drawing no. BBA 940.P.02, dated February 2024.
- Proposed Site Plan & Floor Plans, drawing no. BBA 940.P.03E Revision E, dated 18/06/2025.
- Existing / Proposed Elevations Sheet 1, drawing no. BBA 940.P.04A Revision A, dated 15/07/2024.
- Existing / Proposed Elevations Sheet 2, drawing no. BBA 940.P.05, dated May 2024.
- Existing / Proposed Sections, drawing no. BBA 940.P.06, dated February 2024.
- Bin & drying area enclosure rear wall detail, drawing no. BBA 940/P.07, dated July 2024.
- Proposed Parking Swept Path Analysis Private Car - 4.6m long, drawing no. SP01, dated September 2024.
- Bat Activity Survey - Addendum Report, document reference: E24124401/Doc 02, dated July 2024.
- Transport Note, document reference: 24-01008/TN/01, dated June 2024.
- Green Infrastructure Statement, dated 27th June 2024.
- Flood Consequences Assessment, project reference: 19766 - FCA - 03 third issue, dated 03/07/2025.

Reason:

In the interests of clarity.

Action Conditions

- 3 Notwithstanding the submitted details, the approved scheme of ecological enhancement indicated within the Green Infrastructure Statement dated the 27th of June 2024 shall be implemented prior to the first beneficial use of the development hereby approved and retained thereafter for the lifetime of the development.

Reason:

In the interests of Biodiversity and to provide a net benefit to Biodiversity in accordance with Policy 9 of Future Wales and so as to accord with Policy SP15 of the adopted Neath Port Talbot Adopted Local Development Plan.

- 4 Prior to the first beneficial use of the development hereby approved, the parking layout shall be constructed in accordance with drawing no. 'BBA 940.P.03E Revision E'. The parking bays shall be left free and open for such use for vehicles associated with 22 Victoria Gardens and retained as such thereafter.

Reason:

To ensure an adequate level of parking is maintained and to ensure the development complies with Policy TR2 of the Neath Port Talbot Adopted Local Development Plan.

- 5 Prior to the occupation of any of the residential units hereby approved the bin store, drying area and cycling parking shall be provided on site as shown on drawing no. BBA 940.P.03E & BBA 940/P.07 and retained as such thereafter.

Reason:

To ensure the development would provide adequate amenities to serve the future occupiers and to accord with policy BE1 of the Neath Port Talbot Adopted Local Development Plan.

- 6 The residential units hereby approved shall not be occupied until 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.

- 7 Notwithstanding the submitted details, the surfacing material used to increase the width of the lane shall be constructed from a bitumen bound material and retained as such thereafter.

Reason:

To avoid chippings overflowing on to the lane, in the interest of highway safety and to accord with policy TR2 of the Neath Port Talbot Adopted Local Development Plan.

- 8 No mechanical plant shall be installed in any external areas of the site until a scheme for the control of nuisances is approved by the Local Planning Authority. Following approval of the scheme, the plant shall be constructed and commissioned to the satisfaction of the Local Planning Authority prior to the first operation. If at any time plant is changed or replaced the scheme should be updated to reflect any changes and submitted to the Local Planning Authority for approval.

Reason:

To protect the amenity of the locality, especially for people living and/or working nearby, in accordance with Local Planning Policy EN8.

- 9 If the entire scheme is not Grant Funded a scheme for the provision of affordable housing as part of the development shall be submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex B of TAN 2 or any future guidance that replaces it. The scheme shall include:

- i) the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than 25% of housing units;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider [or the management of the affordable housing (if no RSL involved)];
- iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and

v) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason:

In order to secure an appropriate level of affordable housing in accordance with Policies AH1 and I1 of the Neath Port Talbot Local Development Plan.

Regulatory Conditions

- 10 Construction operations in association with this planning permission shall not take place outside the hours of 08:00 - 18:00 Monday to Friday, 08:00 - 13:00 on Saturdays, and no works shall take place on Sunday and Public Holidays.

Reason:

To protect the amenity of the locality, especially for people living and/or working nearby, in accordance with Local Planning Policy.

- 11 The ground floor of 22 Victoria Gardens shall be used as offices and storage by Caredig, ancillary to the residential uses above, and for no other purpose (including any other purpose in class B1) of the schedule to the Town and Country Planning (Use Classes) (Amendment) (Wales) Order 1987 (or in any provision equivalent to that class in any statutory instrument revoking and re-enacting that order with or without modification).

Reason:

In order that other potential future uses can be assessed in the interests of amenity and to accord with Policies SC1 and TR2 of the Neath Port Talbot Local Development Plan.

- 12 Should any springs or ground water seepage be encountered, the onsite works in that area shall cease until a scheme for collection and disposal of the water has been submitted to and approved in writing by the Local Planning Authority. No ground water shall ever be discharged into the proposed drainage scheme.

Reason:

In order to comply with Policy EN8 of the Neath Port Talbot Local Development Plan.

- 13 No surface water or land drainage run-off shall be allowed to connect, either directly or indirectly, to the public sewerage system unless otherwise approved in writing by the Local Planning Authority.

Reason:

To prevent hydraulic overloading of the public sewerage system, in order to comply with Policy EN8 of the Neath Port Talbot Local Development.

Informatives:

1 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 our 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 on 0800 085 3968 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.

2 In areas at risk of flooding, Natural Resources Wales recommend that consideration be given to the incorporation of flood resistance/resilience measures into the design and construction of the development. These could include flood barriers on ground floor doors, windows and access points, implementation of suitable flood proofing measures to the internal fabric of the ground floor and locating electrical sockets/components at a higher level above possible flood levels. Natural Resources Wales refer the applicant to their website, accessible via the following link: <https://naturalresourceswales.gov.uk/splash?orig=%2f&lang=cy>, for further advice and guidance. Additional guidance including the leaflet "Prepare your Property for flooding" can be found via the following link: <https://www.gov.uk/prepare-for-flooding>. Guidance on resilient design can be found in Chapter 13 of Technical Advice Note 15: Development, flooding and coastal erosion, dated 2025, which references advice from Construction Industry Research and Information Association, including a Code of Practice and Guidance for Property Flood Resilience. The developer can also access advice and information on protection from flooding from the ODPM publication 'Preparing for Floods: Interim Guidance for Improving the Flood Resistance of Domestic and Small Business Properties', accessible here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/11485/2187544.pdf.

3 The comments from Natural Resources Wales only relate specifically to matters included on their checklist, Development Planning Advisory Service: Consultation Topics (September 2018), which is published on their website. Natural Resources Wales have not considered potential effects on other matters and do not rule out the potential for the proposed development to affect other interests. They therefore advise the applicant that, in addition to planning permission, it is their responsibility to ensure they secure all other permits/consents/licences relevant to their development. Please refer to Natural Resources Wales' website for further details.

4 Adequate provision should be made for the drainage of the site, to ensure that the drainage of any adjoining land is not interrupted or otherwise adversely effected by the development during the lifetime of construction.

5 Within their consultation response, the Authority's Environmental Health (Housing) Team advised that the introduction of an office use into the ground floor is likely to require the walls, ceilings, floors and fire doors opening onto the shared lobby and stairwell to be upgraded to a 60-minute fire resistant construction, and the ceiling and floor structure separating the ground and 1st floors will also need to be of a 60-minute fire resistant construction.

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.

The proposal represents an appropriate form of development that would have no unacceptable impact on the visual amenity of the area, the amenities of neighbouring residents, highway safety, biodiversity, drainage, flood risk, or land contamination. Accordingly, the proposed development is in accordance with Policies SP3, SP4, SP8, SP10, SP15, SP16, SP20, SP21, SC1, I1, AH1, OS1, EN6, EN7, EN8, TR2 & BE1 of the Neath Port Talbot Adopted Local Development Plan, and Section 106 of the Historic Environment Wales Act 2023.

It is further considered that the decision complies with Future Wales - the National Plan 2040, specifically Policies 2 (Shaping Urban Growth and Regeneration - Strategic Placemaking), 6 (Town Centre First), 7 (Delivering Affordable Homes), 8 (Flooding) & 9 (Resilient Ecological Networks and Green Infrastructure) 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:

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 1	Within 12 weeks
• Minor Commercial Appeal see endnote 1	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: -)



[Redacted Signature]
Proper Officer

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

[Redacted Signature]

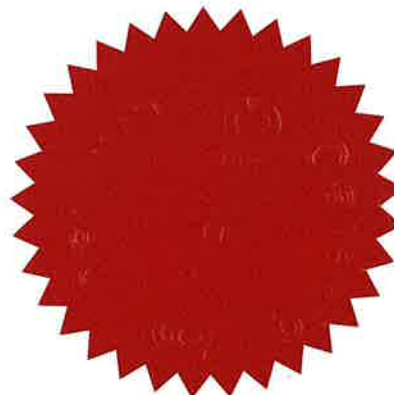
Director

[Redacted Signature]

DIRECTOR.

[Redacted Signature]

Director/Company Secretary



EXECUTED as a **DEED** by applying)
the seal of the **WELSH MINISTERS**)
The application of the seal of the **Welsh**)
Ministers is authenticated by)
 MAIR HUGHES)
 SENIOR LAWYER.)
who is duly authorised for that)
purpose by the Director of Legal)
Services by Authority of the Welsh)
Ministers under section 90(2) of the)
Government of Wales Act 2006)



Signed:

