

# Ringwood Town Council

Ringwood Gateway, The Furlong, Ringwood, Hampshire BH24 1AT

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www.ringwood.gov.uk

## SUMMONS

Dear Member

20<sup>th</sup> July 2023

You are hereby summoned to attend a meeting of the Town Council at the Forest Suite, Ringwood Gateway on 26<sup>th</sup> July 2023 at 7.00pm.



Mr C Wilkins  
Town Clerk

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## AGENDA

### 1.\* PUBLIC PARTICIPATION

There will be an opportunity for public participation for a period of up to 15 minutes at the start of the meeting

2. To receive Apologies for Absence

3. To receive Declarations of Interest

4. To receive an update from NFDC Service Manager (Revenues, Benefits and Customer Services) on help available with the cost-of-living crisis

5. To approve as a correct record the minutes of the meeting on 28<sup>th</sup> June 2023

6. To receive Minutes of Committees and approve recommendations contained therein:

Recreation, Leisure & Open Spaces                      DATE :- 5<sup>th</sup> July 2023

Planning, Town & Environment                      DATE:- 7<sup>th</sup> July 2023

*(Recommendation: Ringwood Neighbourhood Plan P/6173 refers – see separate agenda item)*

Policy & Finance    DATE:- 19<sup>th</sup> July 2023 *(to follow)*

*(Recommendation: Annual review of Financial Regulations F/6209 refers – see separate agenda item)*

### 7. RINGWOOD NEIGHBOURHOOD PLAN

To consider a recommendation from Planning, Town and Environment Committee that Ringwood Neighbourhood Plan (*Report A*), Consultation Statement and Basic Conditions Statement (*Report B*) be approved for submission to NFDC and NFNP (*P/6173 refers*)

**8. ANNUAL REVIEW OF FINANCIAL REGULATIONS**

To consider a recommendation from Policy and Finance Committee to endorse the current Financial Regulations (*Report C*)

**9. LEASE OF BOWLING CLUB PREMISES**

To approve the use of the Council's seal to execute the renewed lease of the Bowling Club premises (*Report D*)

**10. SPORTS DEVELOPMENT PROJECT AT LONG LANE**

To receive a report from Cllr Briers (the Council's representative on the Steering Group) or Cllr Swyer (deputy) on project developments

11.\* To receive such communications as the Town Mayor may desire to lay before the Council

12.\* To receive Reports from County and District Councillors

13.\* To Receive Reports from Ringwood Town Councillors

14. Forthcoming Meetings – to note the following dates:

Planning, Town & Environment	10.00am	Friday 4 <sup>th</sup> August 2023
Planning, Town & Environment	10.00am	Friday 1 <sup>st</sup> September 2023
Recreation, Leisure & Open Spaces	7.00pm	Wednesday 6 <sup>th</sup> September 2023
Staffing	7.00pm	Wednesday 13 <sup>th</sup> September 20
Policy & Finance	7.00pm	Wednesday 20 <sup>th</sup> September 2023
Full Council	7.00pm	Wednesday 27 <sup>th</sup> September 2023

If you would like further information on any of the agenda items, please contact Mr Chris Wilkins, Town Clerk, on 01425 484720 or [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

Council Members:

Chairman: Cllr Gareth Deboos, Town Mayor  
Vice-Chairman: Cllr Rae Frederick, Deputy Mayor  
Cllr Andrew Briers  
Cllr Luke Dadford  
Cllr Philip Day  
Cllr Ingrid De Bruyn  
Cllr Mary DeBoos  
Cllr Janet Georgiou  
Cllr John Haywood  
Cllr Peter Kelleher  
Cllr James Swyer  
Cllr Michael Thierry  
Cllr Glenys Turner  
Cllr Becci Windsor

Officers:

Chris Wilkins, Town Clerk  
Jo Hurd, Deputy Town Clerk

2023 – 2036



Published by Ringwood Town Council for Submission under the Neighbourhood Planning (General) Regulations 2012 (as amended).

## A Guide to Reading this Plan

Of necessity, this Neighbourhood Plan is a detailed technical document. The purpose of this page is to explain the structure and help you find your way around the plan.

### 1. Introduction and Background

This section explains the background to this Neighbourhood Plan and how you can take part in and respond to the consultation.

### 2. The Neighbourhood Area

This section details many of the features of the designated area.

### 3. Planning Policy Context

This rather technical section relates this Plan to the National Planning Policy Framework and the adopted planning policies of New Forest District Council and the New Forest National Park Authority.

### 4. Community Views on Planning Issues

This section explains the community involvement that has taken place.

### 5. Vision, Objectives and Land Use Policies

This is the key section. Firstly, it provides a statement on the Neighbourhood Plan Vision and Objectives. It then details Policies which are proposed to address the issues outlined in the Foreword and in Section 4. These Policies are listed on page 5. There are Policy Maps at the back of the plan and additional information in the Appendices to which the policies cross reference.

### 6. Implementation and Monitoring

This section explains how the Plan will be implemented and future development guided and managed. It suggests projects which might be supported by financial contributions from future approved development schemes. Finally, it deals with a number of issues which although relevant are outside the scope of a Neighbourhood Plan.



Jubilee Gardens





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## FOREWORD

### Why do we need a Neighbourhood Plan?

To enable our residents to shape the future of our Town and the surrounding Parish, ensuring a Ringwood-centred approach that is inclusive and benefits our local residents, businesses and communities.

With this Plan, we influence the way Ringwood develops - to ensure a strong and sustainable future for our Parish: with better designed, more energy efficient new homes, enhanced green spaces and greater potential for local people to buy their first home.

The Neighbourhood Plan sets out an exciting Community Vision, to create a thriving Town, enhancing the Town Centre to make it a more appealing place for residents, visitors and businesses.

The Plan will further strengthen the heritage of the town and parish establishing a list of locally important buildings and structures. With the Neighbourhood Plan adopted, the Parish also benefits from increased developer contributions for investment in local infrastructure, known as Community Infrastructure Levy.

### What is the Community Vision behind the Plan?

As Ringwood prepares to celebrate the 800<sup>th</sup> Anniversary of its market charter, our Community Vision is to restore and strengthen Ringwood's status as a Chartered Market Town, making it the heart of civic, commercial and community life in the South-west of the New Forest. We will mobilise its rich array of heritage assets, ambitious businesses, cultural and community organisations. We will strive to revitalise the Market Place and High Street, establishing an inviting open-air space in the heart of the town.

### How will we deliver the Vision?

Ringwood Town Council working in partnership with local organisations and community leaders, residents, local businesses, site owners and developers - collaborating with New Forest District Council (NFDC), New Forest National Park Authority (NFNPA) and Hampshire County Council. We will proactively seek funding opportunities to enhance our town.

### How can I stay updated and get involved?

Simply send an email to: [neighbourhood.plan@ringwood.gov.uk](mailto:neighbourhood.plan@ringwood.gov.uk)

You will then have the opportunity to receive updates on progress of the Neighbourhood Plan.

## LIST OF POLICIES

POLICY NO.	POLICY TITLE	PAGE NO.
<a href="#">R1</a>	A Spatial Plan for Ringwood	18
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## 1. INTRODUCTION AND BACKGROUND

1.1 Ringwood Town Council is preparing a Neighbourhood Plan for the area jointly designated by NFDC and NFNPA in February 2021. The Plan is being prepared in accordance with the Neighbourhood Planning (General) Regulations of 2012 (as amended).

1.2 The area coincides with the Parish boundary of Ringwood (see Plan A) and is centred on the built-up area of the town which largely falls within the jurisdiction of the District Council. The southern and eastern areas of the Parish fall within the New Forest National Park.

1.3 The purpose of the Neighbourhood Plan is to set out a series of planning policies that will be used to determine planning applications in the area in the period to 2036. Once made the Plan will form part of the development plan for Ringwood, alongside the NFDC Local Plan Part 1 and the NFNPA Local Plan, which cover the same period, and the extant policies of the NFDC Core Strategy (2009) and the NFDC Local Plan Part 2 (2014).

1.4 Neighbourhood Plans provide local communities with the chance to manage the quality, location and type of development of their areas. Once approved at a referendum, the Plan becomes a statutory part of the development plan for the area and will carry significant weight in how planning applications are decided. Plans must therefore contain only land use planning policies that can be used for this purpose. This often means that there are important issues of interest to the local community that cannot be addressed in a Plan if they are not directly related to planning.



*Plan A: Designated Ringwood Neighbourhood Area*



1.5 Although there is considerable scope for the local community to decide on its planning policies, Neighbourhood Plans must meet some ‘basic conditions’. In essence, these are:

- having regard to national policies and advice contained in guidance issued by the Secretary of State that it is appropriate to make the Neighbourhood Plan.
- the making of the Neighbourhood Plan contributes to the achievement of sustainable development.
- the making of the Neighbourhood Plan is in general conformity with the strategic policies contained in the development plan for the area.
- the making of the Neighbourhood Plan does not breach and is otherwise compatible with European/UK obligations.

1.6 In addition, the Town Council will need to demonstrate to an independent examiner that it has successfully engaged with the local community in preparing the Plan. If the examiner is satisfied that it has, and considers the Plan meets the above conditions, then the Plan will go to a referendum of the local electorate. If a simple majority of the turnout votes in favour of the Plan, then it becomes adopted as formal planning policy for the town.

### **The Pre-Submission Plan**

1.7 The Pre-Submission version of the Neighbourhood Plan is the opportunity for the Town Council to formally consult on the proposed vision, objectives and policies of the Plan (see details below). It has reviewed the relevant national and local planning policies and assessed how they affect this area. It has also gathered its own evidence and its reports are published separately in the evidence base.

1.8 Both Planning Authorities have confirmed in their final screening opinions of December 2022 that a Strategic Environmental Assessment is not required of the Neighbourhood Plan as its policy provisions do not have the potential to cause significant environmental effects. They consulted the statutory bodies, which have confirmed their agreement with that opinion.

This accords with the requirements of the Environmental Assessment of Plans and Programmes Regulations 2004 (as amended).

1.9 Both Authorities have also confirmed that no Habitats Regulations Assessment of the Neighbourhood Plan will be necessary, as the Plan contains no proposals that may have harmful effects on any proximate internationally designated nature conservation site. The Plan also accords with the Conservation of Habitats and Species Regulations 2017 (as amended).

### **The Next Steps**

1.10 Once the consultation exercise is complete, the Town Council will review the comments made and prepare a final version of the Plan. This will be submitted to New Forest District Council and the New Forest National Park Authority to arrange for its independent examination and then the referendum.

### **Consultation**

1.11 If you have comments to make on this plan, please do so in the following ways:

By email to (preferred):

[neighbourhood.plan@ringwood.gov.uk](mailto:neighbourhood.plan@ringwood.gov.uk)

Or by post to:

Ringwood Town Council,  
Ringwood Gateway Council Offices, The Furlong, Ringwood, BH24 1AT

1.12 Further information on the Plan and its evidence base can be found on the project website at:

<https://ringwoodnp.org.uk>

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## 2. THE NEIGHBOURHOOD AREA



Church of St Peter and St Paul

2.1 The Parish of Ringwood lies on the south-western boundary of the county of Hampshire on the River Avon and on the western edge of the New Forest National Park. Beyond the defined settlement boundary is the South West Hampshire Green Belt. The Parish includes the hamlets of Poulner, Hangersley, Hightown, Crow, Kingston, and Bisterne. Ringwood is also the western gateway to the New Forest National Park, allowing the town to be an ideal touring base.

2.2 The River Avon is a chalk stream of national and international importance for its wildlife communities, particularly aquatic plants and invertebrates, and fish. A range of habitats within the wider Avon Valley are also internationally designated for their wildlife importance for birds.

2.3 Ringwood has a long and fascinating history. Founded by the Anglo-Saxons, it is mentioned in the Domesday Book of 1086 and retains many

features of interest. Its market charter dates to 1226. Historically part of the River Avon was diverted to form the Bickerley Millstream which stills runs around the south of the town centre today. However, the former tannery, mills and breweries that utilised this are no longer in existence.

2.4 Most of the modern area of the town lies on the gravel terrace on the eastern floodplain of the river, the ground only increasing noticeably in height at the eastern fringe of the town as it rises up the escarpment into the National Park, designated in 2005.

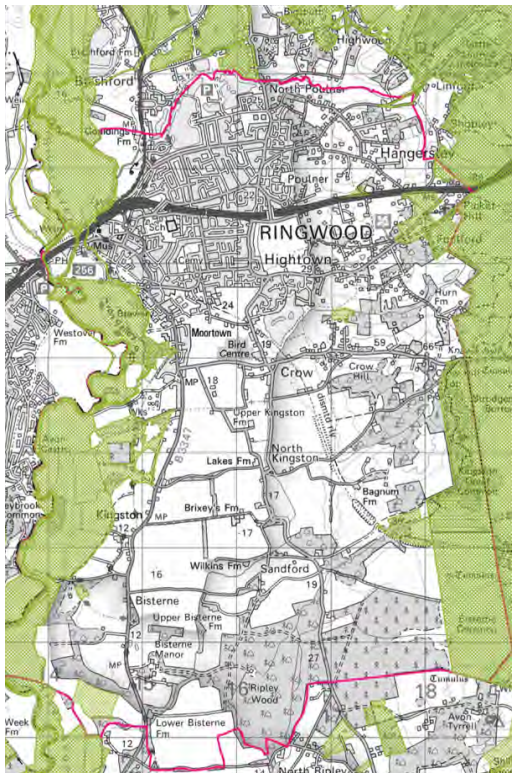
2.5 To the north of the Parish, gravel extraction has created a series of lakes with housing development extending to the water's edge. Historically, to the north-west there was a large lake which is now flood plain crossed by the meandering river and several smaller channels and drains. The flood plain narrows as it passes Ringwood, and this may account for the historic siting of the town, providing an easier crossing point of the river. This crossing point now contains the busy A31 bypass.

2.6 To the south, the valley widens slightly forming the edge to the historic core of the town, contributing to the layout of the town with the road to Christchurch closely following the edge of the flood plain. East of Christchurch Road the edge of the town is less clearly defined; ribbon development along Christchurch Road pushes the suburban area into the countryside. A housing estate south of Crow Lane/Hightown Road also protrudes southwards, with open countryside to the south and west and a large recreation area to the north, leaving it detached from the main area of suburban development. Eastwards, the town abuts a landscape of small enclosures and dispersed settlement which fringes the open heathlands and large woodland blocks of the New Forest.

2.7 Ringwood is well placed on the Avon Valley Path, a 34-mile long-distance walking route that takes you from the Cathedral city of Salisbury all the way to Christchurch Priory on the South Coast. The main road through Ringwood is the A31, which runs west to Dorchester and east to

Southampton via the New Forest. A bypass of the town running directly through the parish from east to west was completed in two stages, the first to the west in the 1930s and the second to the east in the late 1970s. The other significant road is the A338, which goes north to Salisbury and south to Bournemouth.

2.8 The area around the town includes pastoral land and water meadows which give rise to a rich and verdant landscape particularly in summer. There are also areas of arable land in the lower reaches of the Avon Valley.

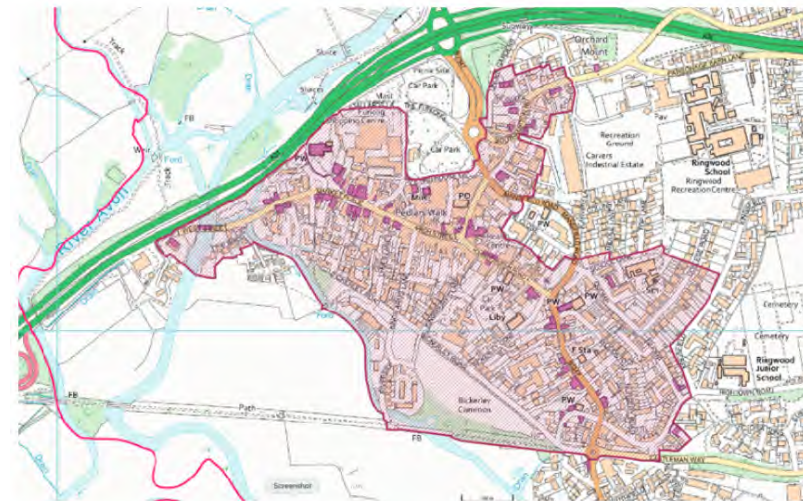


2.9 Ringwood has internationally protected sites to the east, north and west. The map to the left shows the designated areas around Ringwood in hatched green and the parish boundary as a red line. The Avon Valley Ramsar, SPA and SSSI site lies to the west.

2.10 There are also many protected areas around the lakes to the north. Linbrook Lake at the boundary has Ramsar, SPA and SSSI status. Within the boundary, the eastern part of Northfield Lake is a Site of Importance for Nature Conservation (SINC). To the east is The New Forest National Park (NFP).

2.11 Ringwood town centre has a wide range of shops, restaurants, pubs and cafes, including both local independently run businesses and major high street names. The retail area includes the historic Market Place and High Street, together with the privately owned Furlong Centre.

2.12 Today, much of the town centre is protected as a conservation area first designated in 1970 and expanded in 1983 and combined with the Western Escarpment Conservation Area to the north of the A31 and entirely within the National Park is a mark of the special architectural and historic interest of the Parish as a whole. This status results in a prevalence of historic buildings including 114 that are nationally listed. The listed buildings include 4 Grade II\* which are the Parish Church of St Peter and St Paul, the Ringwood Meeting House, Bridge House and the Manor House. Many of the older buildings were first erected as timber frame thatched cottages, later to be re-roofed and faced in masonry or in 3 instances, mathematical tiles.



Ringwood Conservation Area hatched pink with Listed buildings shaded

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### 3. PLANNING POLICY CONTEXT

3.1 Ringwood parish lies within New Forest District Council (NFDC) and New Forest National Park (NFNP) planning authority areas.

#### National Planning Policy

3.2 The most recent version of the National Planning Policy Framework (NPPF) was published in July 2021 and is an important guide in the preparation of Neighbourhood Plans. The following paragraphs of the NPPF are considered particularly relevant to this neighbourhood plan:

- Neighbourhood Planning (§29)
- Size, type and tenure of housing (§62)
- Networks of high quality open space and Local Green Spaces (§98 - §103)
- Promoting active travel networks (§104 and §106)
- Achieving well designed places (§126 - §132)
- Protecting Green Belt land (§137 - §151)
- Planning for climate change (§153 and §154)
- Planning in designated landscapes (§176)
- Protecting and enhancing biodiversity (§179)
- Planning positively for heritage (§190 and §203)

3.3 It is important to note that the NPPF provisions for strategic policy setting housing targets for neighbourhood plans to consider delivering (in §66 and §67) cannot apply to settlements inset within the Green Belt. The NPPF provisions on the Green Belt prevent neighbourhood plans allocating conventional housing or other development land (i.e. 'inappropriate' development not exempt by §149 or §150).

3.4 The NPPF is supported by online Planning Practice Guidance, which provides detail on how the NPPF should be implemented. The Government also published its first National Design Guide in autumn 2019 to encourage

better design outcomes from the planning system. The Guide encourages local communities to engage in understanding the character of their areas and, where preparing neighbourhood plans, to prepare design policies specific to their local areas which this Neighbourhood Plan has done. As noted in Section 5 below, the national policy position on how the planning system should be used to tackle climate change continues to evolve.

3.5. A consultation on reforms to national planning policy was launched by the Department of Levelling Up, Housing and Communities (DLUHC) on the 22 December 2022. The consultation closed on the 2<sup>nd</sup> March 2023. DLUHC are also seeking views on how National Development Management Policies might be developed. Currently, there are no details in Annex 1 of the consultation version of how any transitional arrangements might apply to neighbourhood plans.

#### The New Forest Development Plan

3.6 The Neighbourhood Plan must be in general conformity with the strategic policies of the development plan, which primarily comprises the policies of the NFDC Local Plan Part 1 2016-2036 and the NFNPA Local Plan 2016-2036 and saved policies of the NFDC Core Strategy (2009) and the NFDC Local Plan Part 2 (2014), as well as separate Minerals and Waste Plans.

3.7 The Government's Environment Improvement Plan 2023 published on 31 January 2023, sets out a range of objectives to deliver the commitments in the 25-Year Environment Plan. While the Plan covers all areas of England, National Parks are identified as playing a key role in the delivery of Government agendas for nature recovery, tackling climate change, thriving communities and inclusive landscapes.



### The New Forest District Local Plan Part 1 2016 – 2036

3.8 The Local Plan Part 1 was adopted on the 6th July 2020 and establishes the strategic context for the town (outside the National Park) over the next thirteen years. Strategic policy matters affecting Ringwood are prefixed with STR:

- Achieving Sustainable Development (STR1)
- The settlement hierarchy (STR4)
- Community Services, Infrastructure and Facilities (STR8)
- The release of Green Belt land for SS13 - Moortown Lane (STR5)
- Mitigating the impacts of development on International Nature Conservation sites (ENV1)
- The South West Hampshire Green Belt (ENV2)
- Design quality and local distinctiveness (ENV3)
- Landscape Character and Quality (ENV4)
- Housing on developments to include a broad mix of new homes. (HOU1)
- A target of 50% affordable housing to be delivered. (HOU2)
- Retention of employment sites and consideration of alternative uses (ECON2)
- Primary, secondary and local shopping frontages (ECON6)
- Safe and Sustainable Travel (CCC2)
- Energy and Resource use (IMPL2)

### Local Plan Part 2: Sites and Development Management 2014 saved policies

- DM1: Heritage and Conservation
- DM2: Nature conservation, biodiversity and geodiversity
- DM4: Renewable and Low Carbon Energy Generation
- DM9: Green Infrastructure Linkages
- DM19: Small Shops and Pubs

### Supplementary planning guidance and Conservation Areas:

- Ringwood Conservation Area

- Ringwood Local Distinctiveness Supplementary Planning Document (SPD) (2013)
- Shop Front Design Guide SPD
- Housing Design, Density and Character SPD
- Ecology and Biodiversity Net Gain - Interim Advice and Information Note (July 2021)
- First Homes Advice Note (July 2022)
- NFDC Draft Planning for Climate Change Supplementary Planning Document (March 2023)



### New Forest National Park Local Plan (2016-2036)

3.9 The Local Plan was adopted on the 29<sup>th</sup> August 2019 and establishes the strategic context for the parish (within the National Park) over the next thirteen years. While not an exhaustive list, the Local Plan includes a number of relevant policies that apply in the rural areas of the parish within the National Park. Strategic Policy matters affecting that part of the parish within the National Park are prefixed with SP:

- Supporting Sustainable Development (SP1)
- General Development principles (DP2)
- Nature Conservation Sites of International Importance (SP5)
- The Natural Environment (SP6)
- Landscape Character (SP7)
- Green Infrastructure (SP9)
- Climate Change (SP11)
- The historic and built environment (SP16)
- Local Distinctiveness (SP17)
- Design Principles (DP18)
- The size of new dwellings (SP21)
- Access (SP55)

#### Supplementary planning guidance and Conservation Areas:

- Western Escarpment Conservation Area
- Development Standards SPD (Sept 2012)
- Design Guide SPD (Jan 2022)



3.10 The NFDC Local Plan defines the town as one of the eight principal settlements in the District and sets out a strategy comprising the delivery of new dwellings to be built within or close to Ringwood. As required by the NP process, NFDC initially provided us with an indicative housing target for Ringwood of 1300 dwellings for the Local Plan period 2016-36 including the three allocated strategic sites (SS13, SS14 and SS15) with a combined estimated minimum capacity of 850 dwellings. Over this period, it anticipated the rate of new housing development will slow as “development phasing reflects the practical reality of lead-in times required to deliver a near three-fold increase in housing completions” across the District, compared to the preceding Core Strategy. It should be borne in mind that the NFDC indicative housing target for Ringwood to contribute to the fulfilment of the Local Plan part 1 requirement can be met from existing allocations.

3.11 NFDC has not yet resolved to proceed with the Local Plan Part 2 or whether to undertake a full Local Plan Review. In addition (as described in paragraph 3.5 above) there remains uncertainty regarding calculating local housing needs using the standard method given the Government proposals to make the outcome an “advisory starting-point for establishing a housing requirement for the area”. Given this uncertainty, and conscious that Planning Practice Guidance (ID:41-043-20140306) requires the Qualifying Body and NFDC/NFNPA to work constructively together to avoid duplicating planning processes, the NP Steering Group agreed to address housing delivery and allocations under a Neighbourhood Plan review when there is clarity on these matters.

3.12 In fulfilling one of the Plan's objectives, the Housing Working Group has identified and performed an initial assessment of a number of brownfield sites which should be considered as suitable for the development of smaller, less expensive dwellings for future allocation. This assessment work is summarised in the evidence base of the Neighbourhood Plan.

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Plan C: New Forest District Council Local Plan Part 1 – Key Diagram

## 4. COMMUNITY VIEWS ON PLANNING ISSUES

4.1 The Ringwood Neighbourhood Plan Working Group comprises a cross-section of local people including Town Councillors, local business people, residents and community leaders. At each stage, the Working Group has sought the views of the community.

4.2 During 2021 the following surveys were conducted to gauge the views of the people of Ringwood. These were a combination of on-line surveys, interviews and paper forms:

- Shoppers Survey
- Shopkeepers Survey
- Housing Survey
- Energy Efficient Buildings Survey
- Nature Recovery Survey
- Nominations for Local Listings

4.3 Drop-in events were also held in the Gateway building in 2022 with over 200 people attending. In addition, in 2022, four sessions were held with students from Ringwood School with over 30 students attending. These sessions were specifically designed to gain the views of young people about the future of the town. Across all the surveys and events over 700 residents gave their views.

4.4 The community told us that they loved the history, semi-rural and market town feel of Ringwood. They also defined a vision for the future which is encapsulated by the following:

- a. A more vibrant town centre with character – that stays alive in the evening with restaurants and family pubs
- b. Affordable homes for youngsters and 2-3 bed family homes.
- c. More energy efficient housing

- d. Preservation of green spaces and increased recreational facilities
- e. Maintaining the character of the town whilst also making it more attractive
- f. More for young people to do



4.5 Many people are concerned about the developments on the strategic sites and do not believe that Ringwood has the infrastructure to support this number of new properties. In particular, there were concerns about traffic, schools and access to doctor surgeries. It is recognised that these sites were allocated in the NFDC Local Plan and that the details and impact on infrastructure have not yet been agreed.

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## 5. VISION, OBJECTIVES AND LAND USE POLICIES

### Vision

5.1 The following vision statement has been prepared to guide the Plan's objectives, policies and proposals by the Neighbourhood Plan team:

### Objectives

#### ***Our Vision for Ringwood.***

*We will restore and strengthen Ringwood's status as a Chartered Market Town, making it the heart of civic, commercial and community life in the South-west of the New Forest.*

*This will not be achieved by trying to turn back the clock. We need to make the town centre attractive, appealing and fit for purpose in a new era, reflecting the way we live now.*

*Ringwood is an historic market town in a beautiful riverside setting and is a gateway to the New Forest with over half of the parish being in the New Forest National Park. We will mobilise its rich array of heritage assets, ambitious businesses, cultural and community organisations. We will revitalise the Market Place and High Street, establishing an inviting open-air space in the heart of the town. We will improve green spaces and create more opportunities to connect with nature across the whole parish.*

*We will enhance the first impressions of the Town in keeping with the rural setting of the town and to further build a sustainable economy, we will improve connectivity for walking and cycling.*

*Ringwood will be recognised as a thriving market town with both historic interest and modern-day appeal, it will become an essential part of the New Forest experience for UK and international visitors. The revived town centre will contribute to an enhanced quality of life, and its cosmopolitan appeal will make it an increasingly popular place to live and work, and especially attractive to young people and families.*

5.2 The key objectives of the Neighbourhood Plan are:

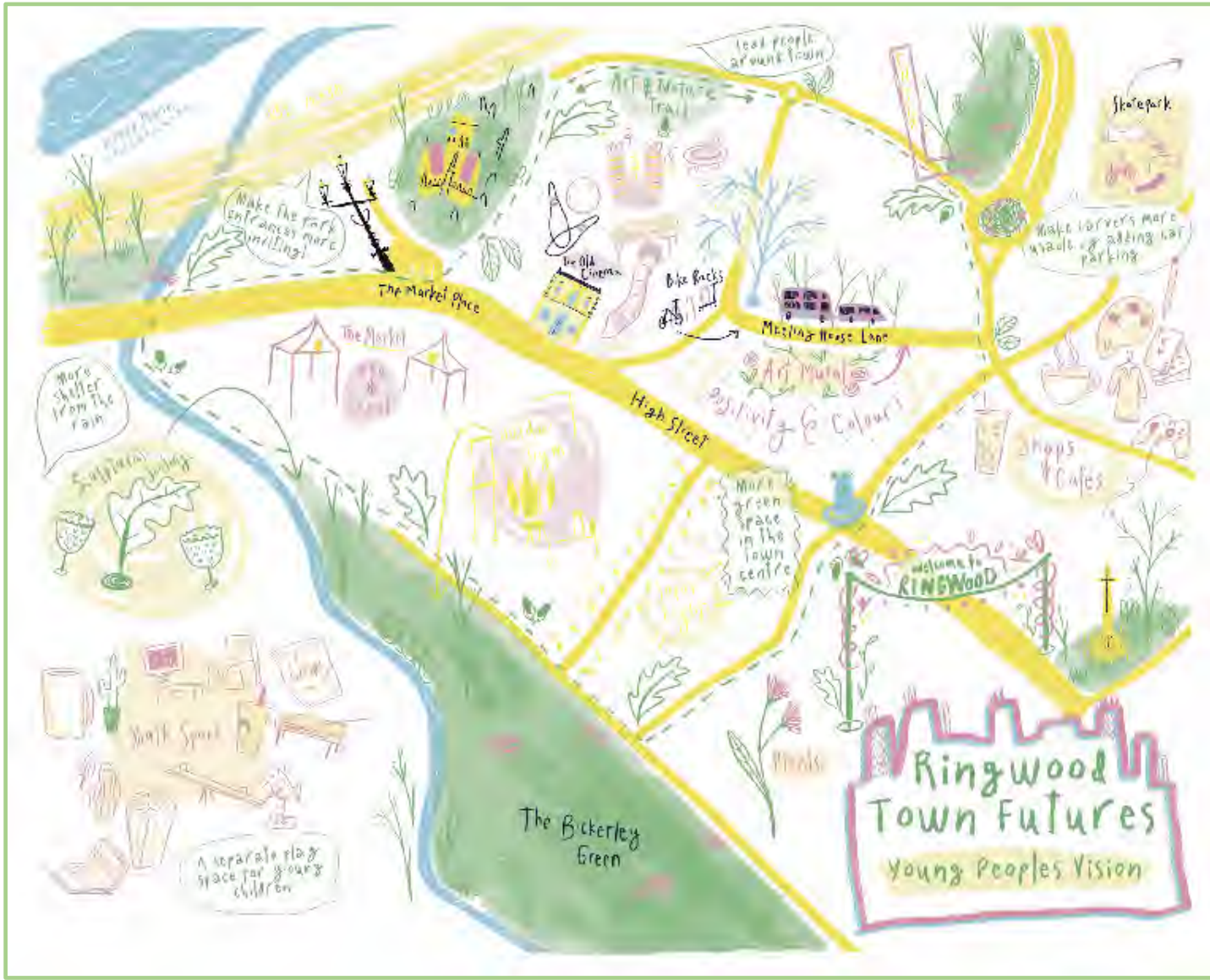
- 1: To make Ringwood more attractive to a wider cross-section of residents and visitors by revitalising the town centre economy.
- 2: To celebrate Ringwood's historic buildings and townscapes and encourage high quality and sustainable design of new development.
- 3: To put people first by encouraging walking and cycling.
- 4: To ensure Ringwood does not become a 'dormitory town'.
- 5: To maximise the opportunities for the young people of Ringwood to live in Ringwood.
- 6: To ensure that the regeneration of Ringwood town centre positively addresses the New Forest Climate and Nature Emergency Declarations.

### Land Use Policies

5.3 The following policies relate to the development and use of land in the designated Ringwood Neighbourhood Area. Each policy is numbered, titled and it is shown in bold font. Where necessary, the area to which it will apply is shown on the Policies Map attached to this Plan. After each policy there is some supporting text that explains the purpose of the policy, how it will be applied and, where helpful, how it relates to other development plan policies.

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Ringwood Town Futures Vision credit SPUD and Daisy Kate

### **Policy R1: A Spatial Plan for Ringwood**

**A. The focus for new development in the Parish of Ringwood, outside of the National Park will be on reusing brownfield land and on realising other suitable development opportunities within the settlement boundary, as shown on the Ringwood Neighbourhood Plan Policy Map. The principles of ‘brownfield first’ and of ‘gentle densification’ in the town will deliver a supply of developable land over the Plan period that will reduce the need for land to be released from the Green Belt for development.**

**B. The focus on using brownfield land and for gentle densification will contribute to bolstering and sustaining the town centre’s vitality and viability as the primary centre for retail and other town centre uses. Market Place and its environs will retain its special clustering of café/restaurant, public houses and niche retail uses. The local centre at Poulner will continue to help meet the day-to-day needs of the local community in line with ‘20-minute neighbourhood’ principles. Outside the town centre, the residential character of the suburban areas of the town will be sustained and enhanced through sensitively designed high quality infill and plot redevelopment.**

**C. Beyond the settlement boundary the focus will be on enhancing the natural environment, contributing to nature recovery, protecting and enhancing the National Park landscape and maintaining the essential characteristics of openness and permanence of the Green Belt in accordance with national policies, avoiding inappropriate development.**

**D. The harmful effects of traffic congestion, especially traffic with an origin and destination outside the town centre, will be tackled through the promotion of other means of moving about the town including the delivery of effective walking and cycling measures to better connect the new communities at Moortown Lane and Hightown Road.**

5.4 This policy establishes a coherent spatial plan for the town and its surrounding (Green Belt) countryside that shows how its key component parts – the town centre, suburban areas and undeveloped natural areas– will work together to bolster this sustainable community. It accords with the broader spatial strategy objectives of the NFDC and NFNPA Local Plans.

5.5 Critical to the success of the town will be maintaining its identity as a distinct, self-contained settlement nestled within the Green Belt. The urban fabric of the town offers opportunities for gentle densification, especially in and around the town centre area, but also to reuse previously developed (‘brownfield’) land. Although no significant land has been made available for redevelopment at present, it is likely that brownfield land will become available later in the Plan period and could be addressed in a Neighbourhood Plan review.

5.6 The policy requires proper attention to be given to prioritising and realising such opportunities as they arise, rather than utilize the Green Belt. Not only is this approach more efficient in using a scarce land resource, but it will avoid creating unsustainable patterns of growth, poorly located from established infrastructure and therefore car dependent.

5.7 The evidence collated for the project indicates that the town centre has largely survived the challenges of retailing in the 21<sup>st</sup> century and of COVID-19 reasonably well in terms of relatively low unit vacancy rates although the works associated with the widening of the A31 have affected footfall. The town centre contains a healthy mix of town uses. Vacancies have increased as independent retailers struggle with this reduced footfall; but in comparison to the national picture, it is still relatively low. The closure of West Street creates less traffic through the Market Place, this provides an opportunity to review how to make best use of this space.

5.8 The parade at Poulner and community, sports and educational uses serve the surrounding residential areas but walking and cycling to these places can be challenging given the rural character of the street network, and the severance created by the A31. The town also suffers from a

disconnect between the parking and public transport arrival points and parts of the primary shopping area. The policy encourages proposals to tackle these problems if the town is to continue to be sustainable.

**Policy R2: Maintaining a Successful and Prosperous Town Centre**

**A. Proposals to maintain the established mix of town centre retail, commercial, community and residential uses within the town centre boundary, as shown on the Town Centre Inset Policy Map, will be supported.**

**B. Proposals will also be supported which enable the delivery of the Market Place shared space ‘vision’ and other heritage and cultural led regeneration initiatives that improve access from Furlong Drove<sup>1</sup> and Pedlars Walk, and deliver improvements which ‘green’ the town centre.**

**C. Proposals for a change of use that will result in the loss of an active retail, commercial, business or service use of a ground floor frontage within the Ringwood Conservation Area will be supported where all of the following criteria are met:**

- i) the proposed ground floor use falls within the NPPF definition of a main town centre use;**
- ii) the proposed use and any associated physical alterations would maintain an active and publicly accessible ground floor use that enlivens the streetscene;**
- iii) the proposed use would not undermine the character and diversity of that part of the Town Centre; and**
- iv) the proposed use and associated works would not harm the historic interest and character of the Conservation Area and Listed Buildings.**

<sup>1</sup> Furlong Drove is the original drivers’ route from Gravel Lane through the car park to Market Place.

5.9 Town Centres are sensitive to change and in Ringwood’s case, unique historic characteristics within its built environment make the management of change all the more significant.

5.10 This policy defines the town centre boundary for Ringwood which retains the boundary shown on the Proposals Map for Policy ECON5 of the NFDC Local Plan. There has been no change in circumstance to indicate that the boundary should be modified as part of the Neighbourhood Plan. As Policies ECON5 and ECON6 no longer comply with national planning policy and the Use Class Order 2020, they are replaced by this policy. The effect of the 2020 Order especially has rendered redundant the Policy ECON6 definition of primary and secondary shopping frontages and they are not taken forward in this policy.

5.11 It is recognised that some changes of use do not now require planning permission and new permitted development rights (from August 2021) will enable future changes of use from what are now Class E (commercial, business and service) uses to residential uses. The Town Council hopes that New Forest District Council will protect the essential core of Ringwood’s primary shopping area, as defined in the Policies Map, from unsympathetic and harmful change by making an Article 4 Direction to remove those rights for ground floor use with effect from the point at which the Neighbourhood Plan is made, enabling such changes to remain in planning control. The Town Council will submit a formal request for this following the referendum of this Neighbourhood Plan.

5.12 In the meantime, proposals made in the town centre will require Prior Approval. For that part of the town centre that lies within the Conservation Area, such approval will require the consideration of any harmful effects to the character of the Conservation Area from the loss of such a ground floor use. Although the Neighbourhood Plan policy (as part of the development plan) is not engaged in a Prior Approval determination by way of S38(6) of



the 1990 Planning Act, the Article 4 Report produced by the Design and Heritage working group makes the case to protect the amenity provided by the commercial uses and historic features of buildings. These have a distinct function and character and would therefore be a legitimate reason for refusing approvals that will harm the remaining historical significance of the Ringwood Conservation Area and setting of the large concentration of nationally listed buildings to avoid unsympathetic alterations.

5.13 It is also recognised that some unsympathetic alterations, which harm the attractiveness of the town centre, the setting of the high concentration of nationally listed buildings and wider Conservation Area do not require planning permission. The Town Council hopes that New Forest District Council will protect Ringwood's historic town centre by making an Article 4 Direction to remove those rights and to ensure proper consideration is given to potentially unsympathetic alterations like replacement windows, removal of chimneys and replacement roof finishes. The Town Council will submit a formal request for this following the referendum of this Neighbourhood Plan.

[It is suggested that such an article 4 direction would cover the 'primary shopping area' as defined in the NFDC Local Plan Part 2: Sites and Development Management Ringwood Town Centre Policies Map 12A]

5.14 Ringwood sustains a wide range of retail, office, café/restaurant and public house uses, with two important, large food stores (Sainsburys and Waitrose) anchoring the town centre. There are many dwellings on the upper floors of ground floor uses along the spine of Market Place and High Street. The centre is well served by public transport – most notably the bus stand at Meeting House Lane, and by extensive short and long stay parking

at the Furlong and by other public car parks. It is busy during weekday and weekend daytimes but less so in the evenings.



Market Place 'Vision'

5.15 The Town Council is keen to enhance the capacity and quality of community uses in the town and to enhance the evening economy. The Gateway Building occupies a prominent location and the area has undergone extensive public realm enhancements to deliver a wider range of modern community uses. The policy encourages further proposals to come forward that will also contribute to bolstering the vitality and viability of the town centre at the heart of the community.

**Policy R3: Making better use of Opportunity Areas in the Town Centre.**

**A. The Neighbourhood Plan identifies Ringwood Town Centre area for the purpose of supporting regeneration opportunities to deliver retail, cultural, environmental, residential and business investment.**

**B. Proposals for redevelopment in the eight opportunity areas, as shown on the Town Centre Inset Policy Map, will be encouraged provided they demonstrate how they contribute to the Town Centre Vision and accord with the development principles and opportunities for each area as set out in the Ringwood Strategic Masterplan (see Appendix A).**

5.16 This policy establishes specific opportunities set out in the Ringwood Strategic Masterplan Report (AECOM) to contribute to a prosperous town centre to reflect the community consultation. This policy identifies Ringwood Town Centre as an important location within the town within which are clustered a number of town centre uses, i.e. retail, office, café/restaurant, public houses and community facilities.

5.17 The area includes all of the land whose current use is either in an established town centre use or its reuse for a town centre purpose would be suitable in principle. Market Place/High Street is the ‘jewel in the crown’ of the town. As the oldest part of the town, it is lined with buildings of mediaeval origins around thoroughfares that would have served important market and agricultural functions in the past. It complements the Vision in providing small, historic units suited to niche retailers, offices and hospitality businesses. Those businesses mean that it could support a more vibrant day and night-time economy. This could benefit residents of the parish and make the town more attractive for visitors

5.18 It also has residential uses that have, in general terms, been successfully knitted in with its tight plot pattern over centuries. Opportunities for sensitive housing infill still arise on occasions and such

uses are regarded as compatible with the overall mix of uses as long as they do not undermine or replace an active street frontage. This area is well suited to the beneficial reuse of historic buildings to reap the benefits of heritage led regeneration, although policy R2 seeks to prevent the loss of town centre uses on the ground floors (and permitted development rights allowing for such changes of use do not extend to nationally listed buildings) from commercial to residential.

5.19 Ringwood Market Place – Opportunity Area A

The Market Place is currently dominated by parking and narrow pavements, with cafes, restaurants, public houses and shops present in the many historic buildings of the area. The recent closure of West Street to through traffic presents the opportunity for the historic Market Place to be transformed into a lively destination and events area. This area is considered to be particularly suitable for:

- i. Public realm improvements and nearby development that contribute to a thriving Market Place by enhancing the historic setting and preserving the open spatial character;
- ii. Creating a more pedestrian friendly public space with active frontages and improved opportunities for businesses to spill out whilst maintaining vehicular access and appropriate parking.

5.20 Furlong Drive, Meeting House Lane, Rear of 56 High Street and Service Yard, Northumberland Court - Opportunity Area B

Most visitors arrive in Ringwood at the Furlong Car Park. The most direct route to the Market Place from here is to walk down Meeting House Lane, however the historically prominent drove route from the car park no longer connects directly to the Market Place. This area is considered to be particularly suitable for:

- i. Public realm improvements that enhance direct visual and physical connection between the Gateway and the Market Place by, reinstating the historic drove route to the Market Place and High Street;



- ii. Preserving and increasing visible shopping frontages on Meeting House Lane and Northumberland Court;
- iii. High quality redevelopment of the rear of 56, High Street that enhances the setting of the surrounding heritage assets;
- iv. Development in Northumberland Court that mitigates the negative visual impacts of the service yard access.

#### 5.21 Bus Stops on Meeting House Lane and the Furlong Car Park – Opportunity Area C

The Bus Stops and the Car Park are well located in proximity to each other and provide a valuable public and private transport space. However, more could be done to provide better active travel infrastructure and to make the area more attractive. This area is considered to be particularly suitable for:

- i. Public realm improvements that create a coherent facility for public and active forms of travel in an attractive and inclusive setting. Forms of transport to include taxis, buses, national coaches, cycles (including secure electric charging), car share parking spaces. Where possible improvements should include greening and integration of PV panels.

#### 5.22 Properties to the North of The Close – Opportunity Area D

Existing developments to the North Side of the Close (e.g. the BT Building and the building that is currently M&Co) present an unattractive vista to people visiting and travelling through Ringwood. It is an inefficient use of land and fails to mitigate the harm to the urban fabric of the town caused by Mansfield Road. This area is considered to be particularly suitable for:

- i. Development that adopts the principles of gentle densification, incorporate mixed use development which makes efficient use of land and positively addresses frontages on The Close and Mansfield Road;
- ii. Development that includes a high proportion of smaller dwellings.

- iii. Opportunities for road layout changes and improvements to pedestrian and cycle links between the Town Centre and Carvers Recreation Ground should be explored and adopted where possible.

#### 5.23 Carvers Trading Estate – Opportunity Area E

The Carvers Trading Estate is an area of light industrial land adjacent to the Town Centre and Conservation Area. The vehicular entrance is not well suited to high volumes of large delivery vehicles.

This area could more actively contribute to a lively and attractive town. It is considered to be particularly suitable for:

- i. Development that adopts the principles of gentle densification, incorporating mixed use development which makes efficient use of land and positively address frontages to Carvers Recreation Ground and Mansfield Road;
- ii. Development that includes a high proportion of smaller dwellings;
- iii. Road layout changes and improvements to pedestrian and cycle links between the Town Centre and Carvers Recreation Ground;
- iv. Development that takes into account the need to enhance the setting of the nearby listed buildings.

#### 5.24 Pedlars Walk Court, wall by the Inn on the Furlong – Opportunity Area F

On arrival at the main Car Park in Ringwood the routes to the High Street are unclear. The most direct route is to walk between the Meeting House and the Inn on the Furlong. This route is not visually appealing currently. There is the opportunity to improve the sense of arrival into the town by:

- i. Creating active frontages and attractive open vistas which naturally draw visitors through to the High Street and create a spatially more respectful setting for the Grade II\* Meeting House.

### 5.25 Ringwood Trading Estate – Opportunity Area G

Ringwood Trading Estate is an area of light industrial land adjacent to the Town Centre & Conservation Area. Situated on a well-used roundabout it does not currently provide a good first impression of a lively and attractive town. There is the opportunity to improve the sense of arrival into the town by encouraging:

- i. Development that positively addresses frontages on Castleman Way and Christchurch Road;
- ii. Development that includes a high proportion of smaller dwellings;
- iii. Improvements to pedestrian and cycle links between the existing cycle infrastructure and the Bickerley and the Castleman Trail.

### 5.26 Lynes Lane Court – Opportunity Area H

This courtyard is adjacent to the primary shopping frontage and also provides a route between the High Street and the green spaces of the Bickerley and the Castleman Trail. In common with the other such links the route is not obvious, however Lynes Lane Court does have retail units that encourage people to venture away from the High Street. There is the opportunity to improve this link by supporting:

- i. Public realm improvements that provide an attractive pedestrian friendly open space;
- ii. Alterations that improve the prominence and attractiveness of Lynes Lane as a link between the High Street and Bickerley, for example by the lowering of high walls.

**Policy R4: Shops and Parades within and outside defined centres**

**A. Proposals to maintain and enhance the established mix of local centre uses at Butlers Lane Poulner, as shown on the Ringwood Neighbourhood Plan Policy Map, will be encouraged.**

**B. Development proposals that enhance the community function of shops located outside defined centres will be supported.**

**C. Where it is proposed to change the use of a shop within or outside a centre that falls within the Local Community Use Class F2(a), the applicant will be expected to accompany their application with a robust assessment of its value to the local community.**

**D. Where evidence suggests that a shop does not fulfil a function or benefit for the local community, or where a community benefit exists to changing the use of a shop to fulfil another non-residential community use, marketing evidence will not be required.**

5.27 This policy acknowledges the locally important shopping parade in Poulner to encourage its ongoing role in serving the local community. There are also numerous individual shops throughout the Parish outside this defined Local Centre. NFDC saved Policy DM19 (Small Shops and Pubs) seeks to ensure that development proposals do not result in the loss of these shops, particularly where there is no alternative provision nearby.

5.28 These individual shops play an even more vital role in their local community by providing convenient access to day-to-day requirements as a core element of a sustainable '20-minute neighbourhood' (a 10-minute walk there, and a 10-minute walk home), and may be the sole accessible store for less mobile residents. Given their importance to the local community, these individual shops and parades will be supported as they play an important role at the heart of our neighbourhoods.



Ringwood High Street

5.29 If the shop fulfils a function or benefit to the local community, development proposals must provide credible and robust evidence which demonstrates the existing use is not commercially sustainable and at least 12 months of active, visible and comprehensive marketing for its current use before an alternative use will be considered.

5.30 The Use Class Order 2020 includes a new Class F2(a) which applies to shops under 280m<sup>2</sup> selling essential goods which are over 1km from another similar shop. The policy reflects the principles underlying NFDC Local Plan Policy ECON6 but brings it up to date to reflect these changes since the Local Plan was adopted. The period of marketing reflects the requirement in ECON6.

### **Policy R5: Smaller Housing**

**Provision should be made for a high proportion of small dwellings, particularly those with one and two bedrooms, in schemes of residential development where this can be achieved without detriment to the amenities and the character of the surrounding area and neighbouring properties.**

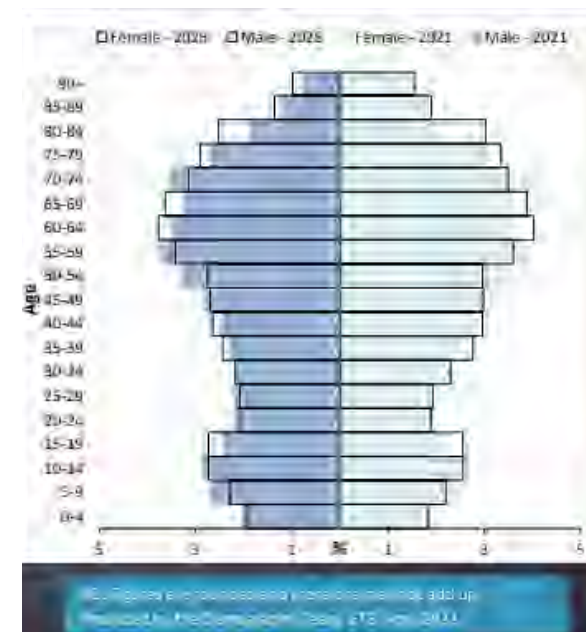
5.31 A Ringwood Housing Survey was conducted on-line in 2021. There were 279 respondents. Of the households that responded over 1/3 had members looking to buy or rent a house in the next year and over 80% of these had local connections. 50% of those looking to buy were looking to pay £350K or less. From the respondents' experience, Ringwood is lacking starter homes (1-2 bed), mid-priced 2-3 beds and council / housing association dwellings. There was a split view on supporting a small development of social/affordable housing on a Green Belt site (42.2% for 46.2% against).

5.32 The aim of this policy is therefore to diversify the local housing stock to prioritise two broad local housing markets - single people and young families new to the housing market and retirees whose opportunity to downsize may be limited - and hence the need to satisfy the increased demand for both smaller and lower cost dwellings to generally improve choice. The existing housing stock in the town consists predominantly of three or four bedroomed properties, and market housing and is amongst the most expensive to buy in the country. The average size of private households in the town (i.e. the number of people occupying a dwelling) is lower than in most other parts of Hampshire and is likely to continue to fall. Similarly, the number of elderly households is projected to increase considerably over the same period.

5.33 In addition, a greater number of smaller units can be delivered on a given site than larger units. The provision of a higher proportion of small

dwellings (i.e., greater than 50% of the total of schemes of five or more dwellings) will ensure an efficient use of scarce land in the town given its environmental and Green Belt constraints.

5.34 The hollowing out of the district's age profile in the 20 to 40 age group is something the Neighbourhood Plan wishes to arrest. There may be various socio-economic factors at work, some of which are beyond the capabilities of a neighbourhood plan. However, to the extent that housing affordability is an issue, it is important that all possible steps are explored, including the longer-term potential for Community Led Housing.



Source: <https://documents.hants.gov.uk/population/Factsheet-NewForest.pdf>

5.35 A survey conducted with a selection of Ringwood Estate Agents showed that 2 or 3-bedroom houses were in most demand with the level of demand increasing as the price lowers. Until recently around 70% of



properties would have been sold to local people but this has now reduced to around 50% pointing to the potential for locals to be less well positioned to buy.

5.36 The provision of a stock of small housing units would also give the elderly an opportunity, if they wish, to vacate their larger dwellings, yet remain resident in the town and provide an opportunity for younger and/or key worker, one and two person households to find suitable accommodation in the area. This is key for the continuing development of vibrancy in our communities and overall sustainability of the town. Better utilisation of the existing housing stock is unlikely to occur unless smaller units are available either by the construction of new, small dwellings or by the conversion of existing properties.

#### **Policy R6: First Homes**

**Affordable housing will be supported in new development in areas outside of the New Forest National Park as required by Local Plan Policy HOU2. Within that provision, a minimum of 25% of new affordable homes shall be provided as First Homes.**

5.37 The NFDC Local Plan Policy HOU2 requires a proportion of affordable units on larger housing sites (50% on sites of more than 10 houses) so it could be considered that there is no need for an additional policy requiring affordable homes in this Neighbourhood Plan. However, the Local Plan was adopted prior to the Governments 'First Home' initiative where a minimum 25% of all new affordable units should be provided as First Homes. These units are likely to be secured through legal (Section 106) agreements to ensure that the discounts remain in perpetuity. NFDC has published an Advice Note on First Homes provision (July 2022).

5.38 'First Homes' are a specific kind of discounted market sale housing and meet the definition of 'affordable housing' for planning purposes. The local housing needs evidence prepared for the Neighbourhood Plan does not

consider 'First Homes' to be currently affordable for those households on average or lower incomes but a couple with joint incomes who fall within the 'First Homes' household income limit of £80,000 per annum may well be able to afford a First Homes discounted price dwelling.



5.39 For those who can, on sites in addition to Local Plan requirements as detailed in the Policy STR5, for the first 2 months of marketing, priority for First Homes will be given to those who have a local connection to Ringwood. The local connection test will be based on the same local connection criteria applied by NFDC but applied within Ringwood parish. This reflects National Policy which allows for a local connection test to be applied within Neighbourhood Plans where there is evidence of need. Currently these are smaller properties available

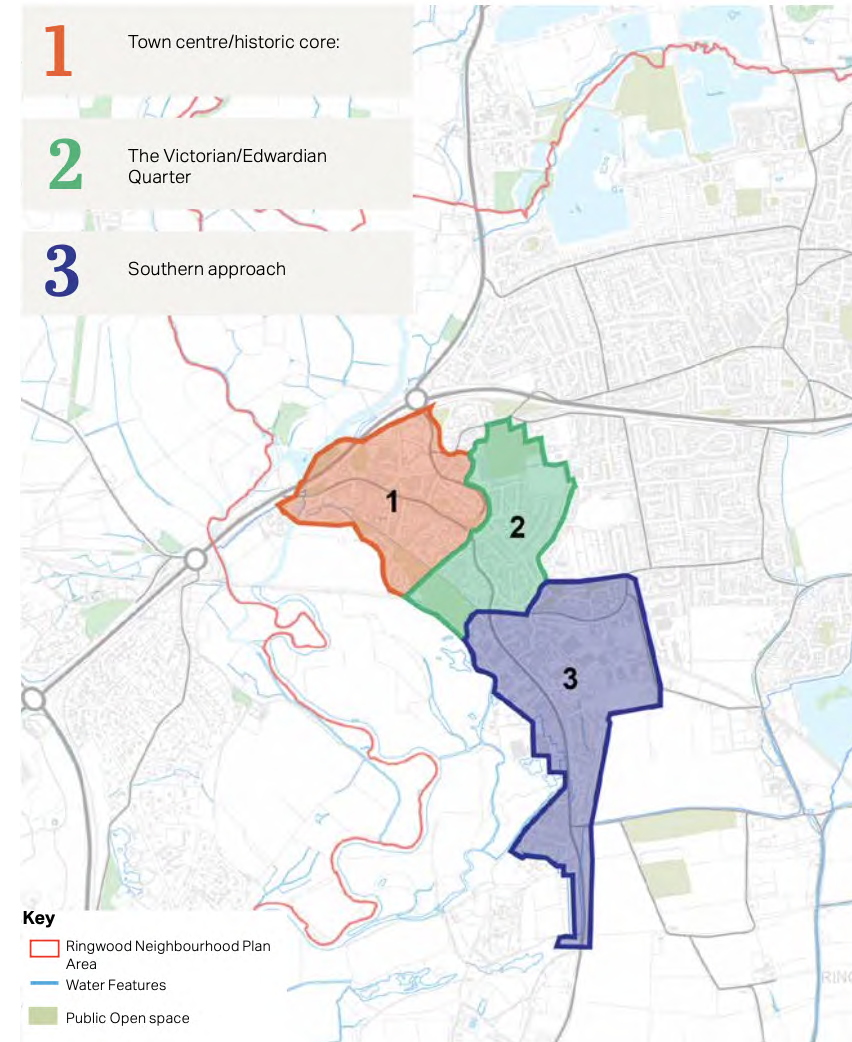
for sale in Ringwood below the First Homes price limit of £250,000 with the 30% discount applied, showing that the open market price for such dwellings is achievable for qualifying applicants.

### **Policy R7: The Ringwood Design Code**

As appropriate to their scale, nature and location, residential development proposals must demonstrate high quality design and legible layouts which, where relevant, have taken account of the positive aspects of local character defined in the Ringwood Design Code (Appendix B), and should also:

- (i) Minimise the impact of development on higher ground by careful siting and by comprehensive landscaping;
- (ii) Include on a Landscape Plan the opportunities to create wildlife corridors and deliver biodiversity net gain;
- (iii) Include amenity space having sufficient size, shape and access to sunlight for the provision of recreational benefits to the occupants;
- (iv) Offer highly permeable residential layouts for cyclists and pedestrians moving within and through the development;
- (v) Front boundary treatments should be in keeping with the historic and rural character of Ringwood (DC.03.02 and DC.05.2). Hard boundary treatments up to 1m high will be permitted, where taller boundaries are deemed appropriate (for example, for clear reasons of security or privacy) this should be achieved by planting unless otherwise justified by historic character. Hard boundaries should be permeable to wildlife; and
- (vi) Be respectful of the tranquil setting of the National Park and protective of its dark skies. Lighting should be fully justified and well-designed to shine only where it is needed.

5.40 This policy responds to the Government’s encouragement that neighbourhood plans should set out local design guidance by adding additional local design emphasis to NFDC Policy ENV3 and NFNPA Policy DP18 to provide a compendium of design guidance in the form design guidelines for the parish as a whole, and specific guidance for three character areas – The Town Centre and Historic Core, The Victorian and Edwardian Quarter and the Southern Approach.



Ringwood character area map (The above 3 character areas are based on character areas 1, 2 and 5 of the Ringwood Local Distinctiveness SPD 2013)

5.41 The Code has also brought together in one place a range of guidance published by NFDC and NFNPA since 2003 but only some of which has been

adopted as supplementary planning guidance for development management purposes. The Code is an integral part of the policy but is extensive in distinguishing different areas of the town and is therefore published separately to the Neighbourhood Plan as its Appendix B. To be clear therefore, as the Code has been prepared and consulted on as part of the Plan, its content carries the full weight of the development plan in decision making and is not subordinate or supplementary guidance carrying lesser weight.

5.42 Applicants will therefore be expected to have acknowledged, understood and responded positively to the Code as relevant to the location, scale and nature of their proposals. Where a proposal does not seek to follow the requirements of the Code then the applicant will be obliged to justify why an exception should be made, for example, because a scheme meets the Net Zero Carbon provisions of Policy R11 requiring a design solution that cannot fully comply with the Code.

5.43 In respect of clause (v) of the Policy, this addresses a specific issue in Ringwood which since the Ringwood Local Distinctiveness SPD was published has become more prominent, as it has in many other towns. It is widely recognised that natural more permeable boundaries provide benefits including social cohesion; passive surveillance; more harmonised appearance; biodiversity; flood protection; cooler streets and better air quality.

5.44 The Code should be used by developers in conjunction with The Ringwood Local Distinctiveness SPD, which is attached as Appendix C.

**Policy R8: Building for a Healthy Life**

**All major development with a residential component should apply the Building for a Healthy Life (BHL) design assessment tool (or equivalent methodology) to inform the design proposals, based on a traffic light system of scoring. As a guide, development should seek to achieve a score of no 'reds', design out all 'ambers' and achieve a majority of 'greens'.**

**A Building for a Healthy Life Assessment should be included within the Design and Access Statement and submitted with the application.**

5.44 The distinctive local character of the Parish and the importance of high-quality design were raised as important issues by the local community both during discussions about the Neighbourhood Plan as well as in response to proposed major developments in the area.

5.45 High Quality Design is fundamental to the creation of high-quality places. The national Model Design Code H2 (para 187) reinforces this:

*“The built environment has a significant impact on people’s health and wellbeing. This relates across the design code with regard to walkable neighbourhoods, access to greenery and recreation, attractive buildings and public spaces, space standards, and strong communities.”*

5.46 The NPPF (paragraph 40) encourages ‘any applicants who are not already required to do so by law to engage with the local community...before submitting their applications’. This policy also has regard to paragraph 133 of the NPPF and refines and updates NFDC policy ENV3 to align with paragraph 133 and the way in which the process of engaging the local community and assessing the design of major development proposals is carried out. Importantly, it uses accepted means within the District Council’s established ‘[major applications checklist](#)’ to achieve its aims, rather than create an additional process.

5.47 The use of the BHL design assessment toolkit is of most benefit if used as early as possible in the evolution of significant projects that are likely to be of public interest such as large-scale housing and mixed-use developments. The intent of this policy is that there will be a design assessment and review panel for all major planning applications.

5.48 To inform this policy, the Neighbourhood Plan team has undertaken two BHL assessments of local schemes, one ‘as built’ and one ‘off plan’. In both cases the schemes have been found wanting in design terms containing too many ‘red’ and ‘amber’ assessments on a number of fundamental design matters including:

- poor legibility
- too highways oriented with not enough focus on good street design for residents, cyclists and pedestrians
- poor connection with otherwise reasonably well considered green open spaces.

5.49 The Design and Access Statement should describe in its ‘Community Involvement Statement’ how the knowledge of the local community has been sought, positively considered and responded to in formulating the design of proposals. Where a proposal has not accommodated that knowledge, then the Statement should explain the reasons for not doing so.

**Policy R9: Conserving Local Heritage Assets**

**The Neighbourhood Plan identifies Local Heritage Assets, as listed in Appendix D, by way of their local architectural and historic value.**

**Development proposals that may affect the significance of a Local Heritage Asset must take that significance into account in demonstrating that the scale of any proposed harm to, or loss of, the heritage asset is justified. The loss of the whole or part of a Local Heritage Asset will only be permitted if it can be demonstrated that all reasonable steps will be taken to ensure that the new development will proceed within a year of the loss.**

5.50 The policy identifies a number of ('non-designated') heritage assets in the parish that, whilst not statutorily listed, have some local heritage value for the purposes of applying NFDC saved Policy DM1 and NFNP Policy SP16 on the historic environment and §203 and §204 of the NPPF. The owners of the heritage assets properties will be notified of the proposed inclusion on this list and their responses will be considered in the Consultation Statement.

5.51 The assets have been identified from a number of sources and have been evaluated against the criteria advocated by Historic England in its 2021 guidance note. A description of the value of each asset is provided in the Appendix D list along with the source. The NFNPA is preparing its own Local Heritage List, which shares the same aims of this policy. Given both have used the same evaluation criteria, it is expected that the assets identified by the NP team that are located within the National Park will be added to the NFNPA list in due course.



**Policy R10: Creating a Green Infrastructure and Nature Recovery Network**

**A. The Neighbourhood Plan designates a Green Infrastructure and Nature Recovery Network, as shown on the Nature Recovery Policy Map, for the purpose of promoting ecological connectivity, outdoor recreation and sustainable movement through the parish and into the National Park; helping to mitigate climate change. The Network comprises the town’s variety of green spaces, ancient woodland, trees and hedgerows, water bodies, assets of biodiversity value, children’s play areas and recreational playing fields.**

**B. Development proposals that lie within or adjoining the Network are required to have full regard to creating, maintaining and improving the Network in the design of their layouts, landscaping schemes and public open space and play provisions. Elsewhere, all proposals should protect and maintain trees and hedgerows; provide for the planting of new trees for flood management and carbon sequestration purposes; and include hedgerows and bulb and wildflower planting where it is compatible with the street scene. The wildlife corridors should also be maintained as dark corridors as far as possible to increase their value for nocturnal species.**

**C. The Policies Map shows those parts of the designated Network that are known or likely to have biodiversity value either as habitat areas; as hedgerows or lines of trees; or as streams and rivers. For the purpose of calculating Biodiversity Net Gain requirements development proposals located within or adjoining that part of the Network should anticipate achieving at least a medium distinctiveness multiplier score.**

**D. The Neighbourhood Plan designates Poulner Lakes as shown on the Policies Map, as a Biodiversity Net Gain offsetting site. Proposals for development that will adversely affect the function of the land for that purpose will be resisted.**

5.52 Although the built-up area of the town area occupies a significant proportion of the designated neighbourhood area there are still important areas of historic and biodiverse countryside that surround it to the east and south. The town also has many green spaces and other assets throughout that built up area. Together its urban and countryside assets form a coherent green infrastructure network full of biodiversity, recreational and visual value. In turn, that network forms part of a much larger network extending into the National Park and Dorset. This policy therefore serves a number of closely related purposes aimed at protecting and improving the wealth of green infrastructure assets within the town and its surrounding countryside.

5.53 Firstly, Clause A of the policy defines the nature of that network at Ringwood and shows its scale on the Policies Map. It illustrates how extensive and well connected they are to function as effective habitat corridors, particularly between the River Avon corridor and the National Park. Within and on the edge of the town, green spaces such as the Bickerley Village Green, Carvers Recreation Ground, Jubilee Gardens, Dr Little’s Park, The Mount, Forestside Gardens, Poulner Lakes and the lines of street trees and of lengths of mature trees across many gardens are the most significant and extensive assets. However, there are many more extensive areas of green space at Moortown Lane and Hightown, smaller pockets of green space, and field boundary hedgerows in the countryside, that add to the overall biodiversity functionality and integrity of the network. It proposes the establishment of a network which includes two wildlife corridors to the south of the town, one south of Moortown Lane and the other through the Bisterne Estate, based on existing protected areas and connecting features, such as hedgerows.

5.54 Clause B then requires the network to be protected from harmful development and, where possible and relevant, development proposals in its vicinity to reflect its functionality in that location in the design of the scheme, notably the layout and landscape proposals.

5.55 Clause C responds to the biodiversity net gain (BNG) provisions of the Environment Act 2021, which will become a statutory part of plan making and development management in November 2023. The BNG Metric (currently in its 4.0 version) will provide the means for applicants to calculate the baseline biodiversity value of the application site in determining the net gain requirement of their proposals. The Policies Map makes a distinction between those parts of the Network that have, or are likely to have, existing biodiversity value, based on published mapped data and observation, and those that do not. Green infrastructure is multi-functional but some features – for example amenity and formal recreational land – are unlikely to have biodiversity value, or maybe less suited to improving that value by the nature of their use. NFDC already applies 10% BNG to major applications pursuant to Local Plan policy STR1 ‘Achieving sustainable development’, part (iii), with further details in the NFDC interim advice note [‘Ecology and Biodiversity Net Gain’](#)

5.56 Clause C also relates to those parts of the Network of biodiversity value. Given it includes all defined Priority Habitats and semi-natural habitats, native hedgerows and trees and natural water bodies, the clause anticipates that the distinctiveness multiplier score (from very low to very high) will be at least medium.

5.57 Creating a vital green link between the Avon Valley and New Forest National Park is a fundamental objective of this policy. But, the Town Council has been keen to respond to the BNG provisions to plan positively for delivering biodiversity net gain (BNG) in the local area. The Parish Nature Recovery Strategy and Guidance report (published in the evidence base) tested the potential of those sites as it also anticipated they may have significant potential for future BNG offsetting projects.

5.58 The Parish Nature Recovery Strategy and Guidance report has been developed in conjunction with local wildlife experts and landowners and has landowner support.

### **Policy R11: Zero Carbon Buildings**

**A. All developments should be ‘zero carbon ready’ by design to minimise the amount of energy needed to heat and cool buildings through landform, layout, building orientation, massing and landscaping.**

**B. Wherever feasible, all buildings should be certified to a Passivhaus or equivalent standard with a space heating demand of less than 15KWh/m<sup>2</sup>/year. Where schemes that maximise their potential to meet this standard by proposing the use of terraced and/or apartment building forms of plot size, plot coverage and layout that are different to those of the character area within which the proposal is located, this will be supported, provided it can be demonstrated that the scheme will not have a significant harmful effect on the character of the area.**

**C. All planning permissions granted for new and refurbished buildings should demonstrate that they have been tested to ensure the buildings will perform as predicted prior to occupation.**

**D. All planning applications for major development<sup>2</sup> are also required to be accompanied by a Whole Life-Cycle Carbon Emission Assessment, using a recognised methodology, to demonstrate actions taken to reduce embodied carbon resulting from the construction and use of the building over its entire life. Consideration should be given to resource efficiency at the outset and whether existing buildings can be re-used as part of the scheme to capture their embodied carbon.**

**E. An Energy Statement will be submitted to demonstrate compliance with the policy (except for householder applications). Applicants are directed to the Cotswold Net Zero Toolkit<sup>3</sup> for guidance on matters to be addressed at pre-planning and initial design stage. The statement will demonstrate how opportunities to reduce the energy use intensity (EUI)**

<sup>2</sup> Major Development is defined in Annex 2 of the NPPF

**of buildings over the plan period have been maximised in accordance with the energy hierarchy. Designers shall evaluate the operational energy use using realistic information on the intended use, occupancy and operation of the building to minimise any performance gap.**

5.59 Ringwood people surveyed during the development of the Neighbourhood Plan were concerned about climate change and reducing our carbon footprint. There is strong support for new housing to be built to high environmental standards, especially since retrofitting existing properties is so difficult and expensive.

5.60 Analysis of EPC lodgements in 2021 for Ringwood and the New Forest showed that average energy use per lodgement in 2021 in Ringwood Parish was ~7% higher than New Forest Local Authority Area. The ‘energy use excess’ (2021 lodgement data) in Ringwood Parish compared to the average across the New Forest is ~17.1 kWh/m<sup>2</sup> pa. AECOM Housing Needs Assessment (Jan 2022) indicated that there are 6405 dwellings in Ringwood Parish. Using lodgement data as a proxy for all housing in Ringwood Parish and the figure of 6405 dwellings, then the ‘energy use excess’ of the parish is around 91000 kWh/m<sup>2</sup> pa. ‘Energy use excess’ in this context is the amount of energy currently used above the average for the New Forest. This indicates that there is a need for new housing stock to be constructed to much improved energy standards and in all likelihood, residents in existing properties are paying far more for their energy costs than otherwise should be the case.

5.61 Further information in support of the policy is set out in Appendix E. The policy is intended to provide information for applicants which reflects current best practice guidance. The policy complements NFDC Policy IMPL2 (non-residential), saved policy DM4 and NFNPA Policy SP1 and SP11

<sup>3</sup> Applicants are directed to page 16 of the [Cotswold Net Zero toolkit](#) for guidance on matters to be addressed at pre-planning and initial design stage. The toolkit is made available by the Local Govt. Association under a ‘Creative Common Licence’

(including footnote 25) which share the same overall aim but predate the climate change policy development at national level over recent years, but where supplementary guidance by each planning authority has not yet been taken forward.

5.62 The policy is in five parts, the combination of which is intended to deliver a step change in the energy performance of all new and extended buildings in the town by encouraging and incentivising the use of the Passivhaus or equivalent method of building design. Along with the initial design stage assessment, it is anticipated that designers will demonstrate compliance using a design for performance methodology such as the Passivhaus Planning Package or CIBSE TM54 Operational Energy 'energy forecast' prepared by a suitably qualified consultant. Achieving highly energy efficient buildings through a process of design for performance will make a significant contribution to mitigating climate change in the parish.

5.63 Clause A of the policy requires developers to ensure they address the Government's climate change targets and energy performance at the very initial stages of design. 'Zero Carbon Ready' by design means making spatial decisions on layout and orientation of buildings at the outset to maximise the passive design benefits ('free heat') of a site and avoids leaving this to technical choices and assessment at the Building Regulation stage, by which time the opportunity may have been lost. Applicants are directed to the Net-Zero Toolkit created by Cotswold District Council and two partner councils, WODC and Forest of Dean District Council. The toolkit is available as a resource for private and public sector organisations to use and adopt.

5.64 Its Clause B incentivises all schemes, no matter what their intended use or size other than householder extensions, to use the Passivhaus Planning Package (PHPP) or equivalent design methodology for all buildings. It is acknowledged however that it may not be feasible to do so on some sites or schemes for practical reasons e.g. orientation, topography, shading or cost reasons which should be explained in the Energy Statement.

5.65 In respect of scheme viability, any extra-over cost of delivering 'zero carbon ready' buildings (now less than 5%) will diminish to zero well within the period of this Plan, as per both Government Regulatory Impact Assessments and research by the Passivhaus Trust. The recent NFDC Draft Planning for Climate Change Supplementary Planning Document suggests a 2-6% increase in build costs and further states that UK home buyers are willing to pay a green premium. The principal focus of this policy is to ensure that expensive and unnecessary retrofit costs are not passed down to building occupiers in the future, particularly in an area which has relatively high property value to income ratios. Scheme viability will not therefore be acceptable as a reason for not applying an appropriate design for performance methodology. The compliance outputs of SBEM or other Building Regulations compliance tools are not suitable for energy forecasting estimates.

5.66 The policy acknowledges that there may sometimes be a trade-off between its objectives and local design policy. Although meeting these objectives ought not to compromise a scheme fitting in with the character of a local area, on occasions this may be the case. It therefore allows for some degree of flexibility in meeting the Ringwood Design Code and Design Guidance issued by both Planning Authorities, especially in terms of prevalent building orientation and density.

5.67 Proposals seeking to apply the PHPP must also be able to demonstrate that the Passivhaus standard can be achieved. Prior to commencement a 'pre-construction compliance check' to be completed by a Passivhaus Designer accredited by the Passive House Institute (PHI) will be required and secured by condition. Upon completion a Quality Approved Passivhaus certificate for each building will be required prior to occupation, again secured by condition.

5.68. Where a developer cannot or chooses not to use the Passivhaus or equivalent design for performance methodology clause C will apply. Guarantees for facilities related to energy generation and management should always be provided to the occupant.

5.69 In the absence of guidance covering whole life carbon assessment, Clause D requires major development proposals (i.e. those the NPPF defines as such, currently being 10 or more homes) to be accompanied by a Whole Life Carbon Emissions Assessment, the RICS methodology is preferred<sup>4</sup>. The assessment will enable the design team to understand and respond to the lifetime consequences of their design decisions and to design for adaptability, longevity and disassembly; contributing to resource efficiency (Clause A) and contributing to the ‘circular economy’<sup>5</sup>. This requirement will be added to the Local Validation Checklists for outline and full planning applications applying to proposals in the Ringwood Neighbourhood Plan area until such a time that there is a district-wide requirement.

5.70 Clause E requires an Energy Statement to be submitted to cover the following:

- an assessment of the proposal to minimise regulated and unregulated emissions, the embodied emissions and the emissions associated with maintenance, repair and replacement of the new building(s), as well as its dismantling, demolition and eventual material disposal
- a calculation of the energy use intensity and carbon emissions covered by the Future Homes Standard and Building Regulations and, separately, the energy demand and carbon emissions from any other part of the development that are not covered by the Future Homes Standard or Building Regulations

- the proposal to reduce carbon emissions beyond the Future Homes Standard and Building Regulations through the energy efficient design of the site, buildings and services
- the proposal to further reduce carbon emissions through the use of zero or low-emission decentralised energy where feasible
- the proposal to further reduce carbon emissions by maximising opportunities to produce and use renewable energy on-site, utilising storage technologies where appropriate
- the proposal for a demand-side response, specifically through installation of smart meters, minimising peak energy demand and promoting short-term energy storage
- an analysis of the expected cost to occupants associated with the proposed energy strategy

5.71 Every new build or redevelopment project in Ringwood provides an opportunity to make a difference and a contribution towards meeting our national climate change targets for 2050. This new information requirement need not be an unreasonable expectation of even the smallest schemes for new buildings.

<sup>4</sup> <https://www.rics.org/uk/upholding-professional-standards/sector-standards/building-surveying/whole-life-carbon-assessment-for-the-built-environment/>

<sup>5</sup> [https://www.london.gov.uk/sites/default/files/design\\_for\\_a\\_circular\\_economy\\_web.pdf](https://www.london.gov.uk/sites/default/files/design_for_a_circular_economy_web.pdf)



# Net Zero Operational Carbon

## Ten key requirements for new buildings

By 2030 all new buildings must operate at net zero to meet our climate change targets. This means that by 2025 all new buildings will need to be designed to meet these targets. This page sets out the approach to operational carbon that will be necessary to deliver zero carbon buildings. For more information about any of these requirements and how to meet them, please refer to the: UKGBC - Net Zero Carbon Buildings Framework; BBP - Design for Performance initiative; RIBA - 2030 Climate Challenge; GHA - Net Zero Housing Project Map; CIBSE - Climate Action Plan; and, LETI - Climate Emergency Design Guide.

### Low energy use

- 1** Total Energy Use Intensity (EUI) - Energy use measured at the meter should be equal to or less than:

  - **35 kWh/m<sup>2</sup>/yr** (GIA) for residential<sup>1</sup>

For non-domestic buildings a minimum DEC B (40) rating should be achieved and/or an EUI equal to or less than:

  - **65 kWh/m<sup>2</sup>/yr** (GIA) for schools<sup>1</sup>
  - **70 kWh/m<sup>2</sup>/yr** (NLA) or **55 kWh/m<sup>2</sup>/yr** (GIA) for commercial offices<sup>1,2</sup>

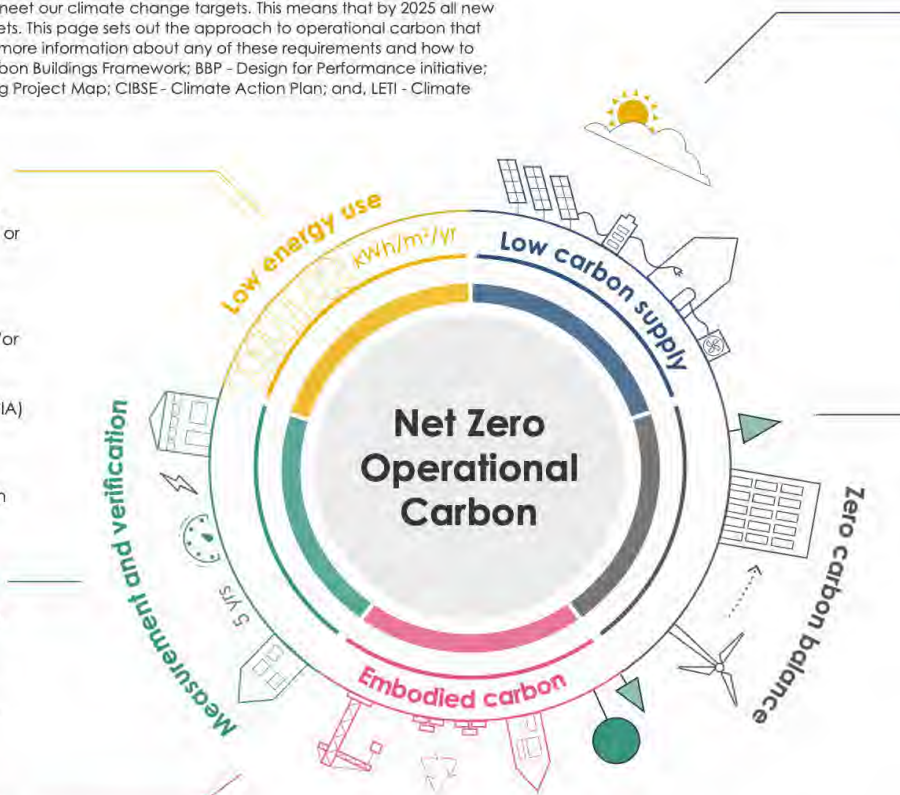
- 2** Building fabric is very important therefore space heating demand should be less than **15 kWh/m<sup>2</sup>/yr** for all building types.

### Measurement and verification

- 3** Annual energy use and renewable energy generation on-site must be reported and independently verified in-use each year for the first 5 years. This can be done on an aggregated and anonymised basis for residential buildings.

### Reducing construction impacts

- 4** Embodied carbon should be assessed, reduced and verified post-construction.<sup>3</sup>



### Low carbon energy supply

- 5** Heating and hot water should not be generated using fossil fuels.
- 6** The average annual carbon content of the heat supplied (gCO<sub>2</sub>/kWh) should be reported.
- 7** On-site renewable electricity should be maximised.
- 8** Energy demand response and storage measures should be incorporated and the building annual peak energy demand should be reported.

### Zero carbon balance

- 9** A carbon balance calculation (on an annual basis) should be undertaken and it should be demonstrated that the building achieves a net zero carbon balance.
- 10** Any energy use not met by on-site renewables should be met by an investment into additional renewable energy capacity off-site OR a minimum 15 year renewable energy power purchase agreement (PPA). A green tariff is not robust enough and does not provide 'additional' renewables.

#### Notes:

**Note 1 – Energy use intensity (EUI) targets**  
The above targets include all energy uses in the building (regulated and unregulated) as measured at the meter and exclude on-site generation. They have been derived from predictive energy use modelling for best practice, a review of the best performing buildings in the UK, and a preliminary assessment of the renewable energy supply for UK buildings. They are likely to be revised as more knowledge is available. In these three fields, as heating and hot water is not generated by fossil fuels, this assumes an all electric building until other zero carbon fuels exist. (kWh targets are the same as kWh/m<sup>2</sup>/yr). Once other zero carbon heating fuels are available, this metric will be adapted.

**Note 2 – Commercial offices**  
With a typical net to gross ratio, 70 kWh/m<sup>2</sup> NLA/yr is equivalent to 55 kWh/m<sup>2</sup> GIA/yr. Building owners and developers are recommended to target a base building rating of 6 star using the BBP's Design for Performance process based on NABERS.

**Note 3 – Whole life carbon**  
It is recognised that operational emissions represent only one aspect of net zero carbon in new buildings. Reducing whole life carbon is crucial and will be covered in separate guidance.

**Note 4 – Adaptation to climate change**  
Net zero carbon buildings should also be adapted to climate change. It is essential that the risk of overheating is managed and that cooling is minimised.

Developed in collaboration with:



Developed with the support of:



### **Policy R12: Encouraging Active and Healthy Travel**

**A. The Neighbourhood Plan identifies the existing Sustainable Travel Network and opportunities for improvements, as shown on the Active Travel Policy Map, for the purpose of prioritising active and healthy travel.**

**B. Development proposals on land that lies within or adjacent to the Network will be required, where practical, to provide opportunities for a more joined-up Network of walking and cycling routes to the town centre, local schools and community facilities and accessible green space by virtue of their layout, means of access and landscape treatment.**

**C. Proposals for major development (10 dwellings or above) should adopt the Sustainable Accessibility and Mobility Framework, as illustrated, and demonstrate how they have, in the following priority order:**

- (i) sought to minimise the need to travel beyond the parish;**
- (ii) for longer trips, sought to encourage and enable the use of active, public and shared forms of transport; and,**
- (iii) for trips that must be made by car, sought to encourage and enable the use of zero emission vehicles.**

5.72 This policy embraces the principles of the Sustainable Accessibility and Mobility (SAM) Framework advocated in the Net Zero Transport report published by the Royal Town Planning Institute in 2021 ([Link](#)). The Framework adopts a place-based approach to net zero transport by focusing on solutions that create better places and healthier, happier, more resilient communities. It fits well with Hampshire County Council's draft Local Transport Plan 4 (LTP4) and the emerging New Forest Local Cycling and Walking Infrastructure Plans (LCWIP) which will encourage more local journeys to be undertaken on foot and by bike.

5.73 The SAM Framework objectives are critical to good planning, linking the imperative to reduce transport emissions with wider objectives related to decarbonisation, housing growth and nature recovery. This hierarchical approach (shown below) calls for measures that first focus on the role of place in reducing trips, before considering how to increase the proportion of the remaining trips that are taken by active, public and shared forms of transport.



5.74 The layout design of new development must also apply Manual for Streets best practice principles to create a permeable network of streets and spaces that support connections to local services and facilities in the Parish based on the principle of a '20 Minute Neighbourhood' while also enabling residents to access green space to meet the requirements of Natural England's Accessible Greenspace Standard (ANGSt). The overall aim being to support the physical and mental well-being of our community. For the avoidance of doubt, the network will not support or encourage access to internationally significant nature conservation sites.

5.75 The policy also maps a network of walking and cycling routes through the town to its boundaries where many routes continue to connect the town with the countryside and its neighbouring settlements. The aim of both is to raise awareness of the routes to encourage safe and convenient use, and to identify future opportunities to improve their connectivity, in line with NFDC Policy CCC2: Safe and Sustainable Travel and NFNPA Policies SP 54 'Transport Infrastructure' and SP55 'Access'.

5.76 An initial review of walking and cycling routes to schools was conducted as part of the Town Council's LCWIP work and is included in the evidence base.

## 6. IMPLEMENTATION AND MONITORING

6.1 The Neighbourhood Plan policies will be implemented through the determination of planning applications for development in the Parish by the local planning authorities.

### Development Management

6.2 The planning authority will use a combination of the Local Plan and Neighbourhood Plan policies to inform and determine its planning application decisions. The Town Council is a statutory consultee on planning applications made in Ringwood and it will be made aware of any future planning applications or alterations to those applications by the planning authority. It will seek to ensure that the Neighbourhood Plan policies have been identified and applied correctly by applicants and by officers in their decision reports.

### Local Infrastructure Improvements

6.3 Where opportunities arise through Section 106 agreements (or through the Community Infrastructure Levy) to secure financial contributions to invest in improving local infrastructure, the Town Council propose that the priorities for investment of its share of future Community Infrastructure Levy received from the local planning authority are applied to improvements to the public realm and to community infrastructure such as Castleman Trailway, Carvers Recreation Ground (including replacement facilities for grounds staff and equipment) and the eight Opportunity Areas highlighted in the Ringwood Strategic Master Plan in Appendix A

### Other Non-Planning Matters

6.4 During the process of preparing the Neighbourhood Plan, there have been many ideas for improving or addressing current problems in the town that lie outside the scope of the land use planning system to control. The

Town Council has noted these issues and will take them forward through its day-to-day business and in partnership with the local community, the New Forest District Council and National Park Authority, Hampshire County Council and other relevant parties.

These include:

- Market Place/High Street Shared Space proposals
- Other Public Realm improvement projects
- Nature Recovery and Biodiversity Net Gain improvements
- Improvements to green the urban environment and street scene through tree planting and wildflower and bulb planting on public and private land including roadside verges
- Active travel improvements for non-car users, including walking and cycling routes, pedestrian and cycle friendly zones and Safe Routes to Schools, including Poulner Schools and other LCWIP type projects
- Community Led Housing

### Monitoring and Reviewing the Plan

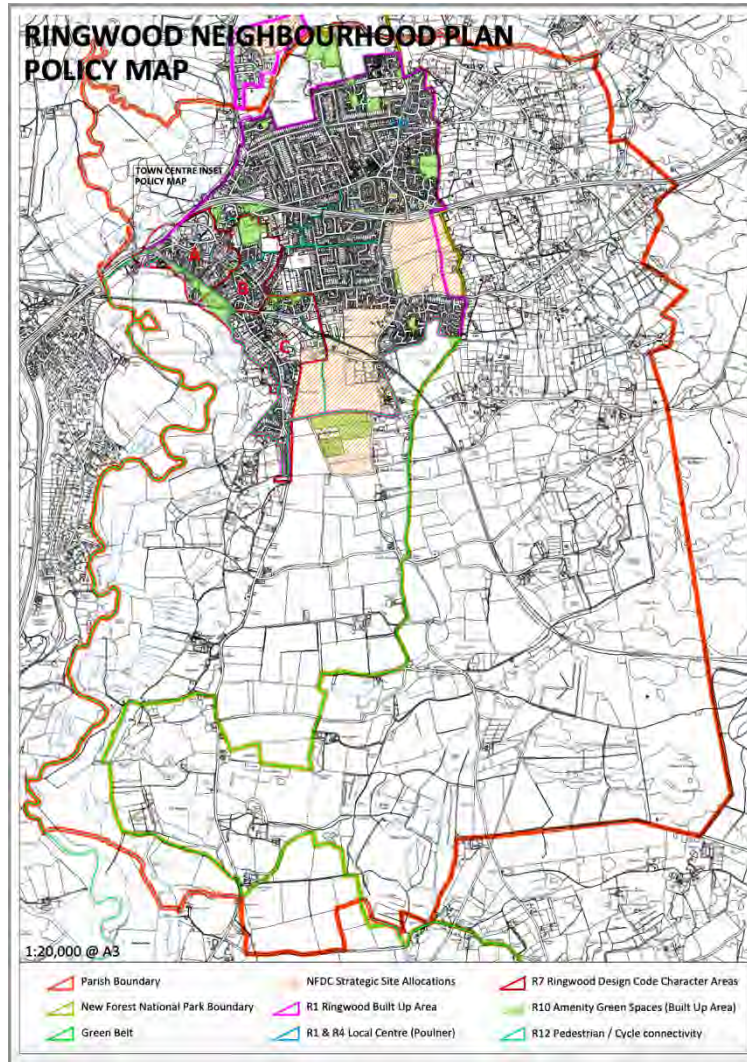
6.5 The Town Council will endeavour to monitor the effectiveness of the Neighbourhood Plan in informing decisions on planning applications and in informing the emerging Local Plans. It will consider a first review of the plan once that Local Plan has been adopted, responding to any policy prompts as necessary. Otherwise, in line with best practice, it will look to review the plan on a five yearly cycle so that its contents remain valid and up-to-date.

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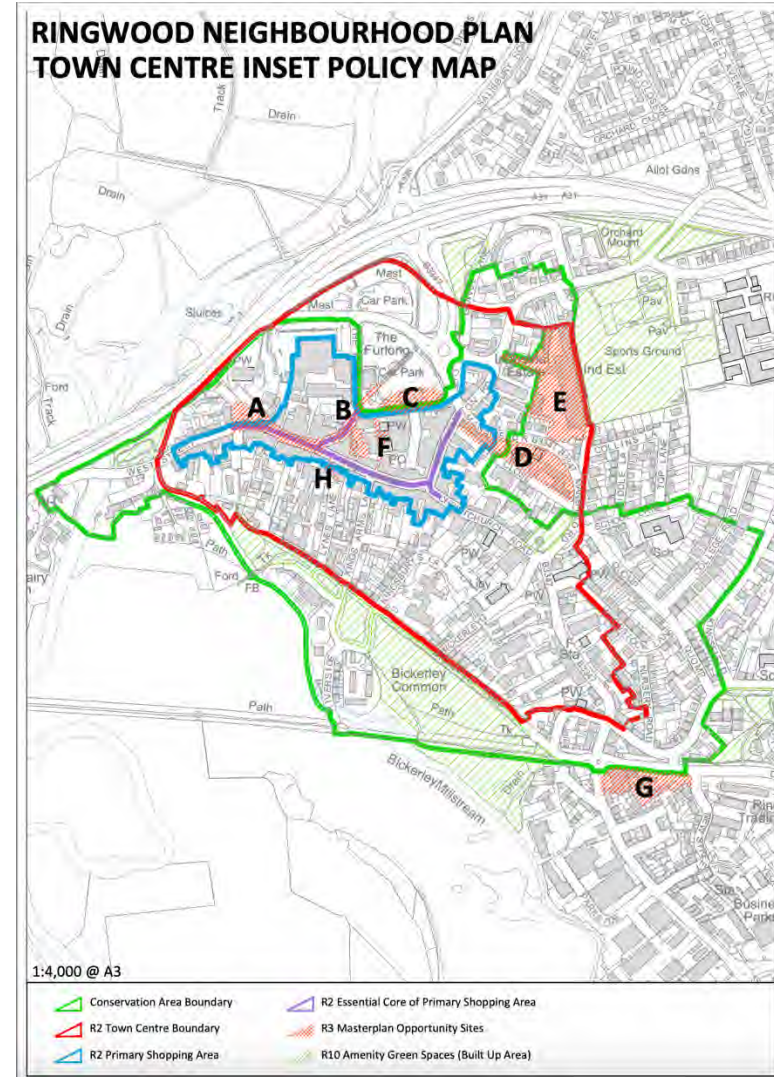


**POLICIES MAP and INSETS**

RINGWOOD NEIGHBOURHOOD PLAN POLICY MAP

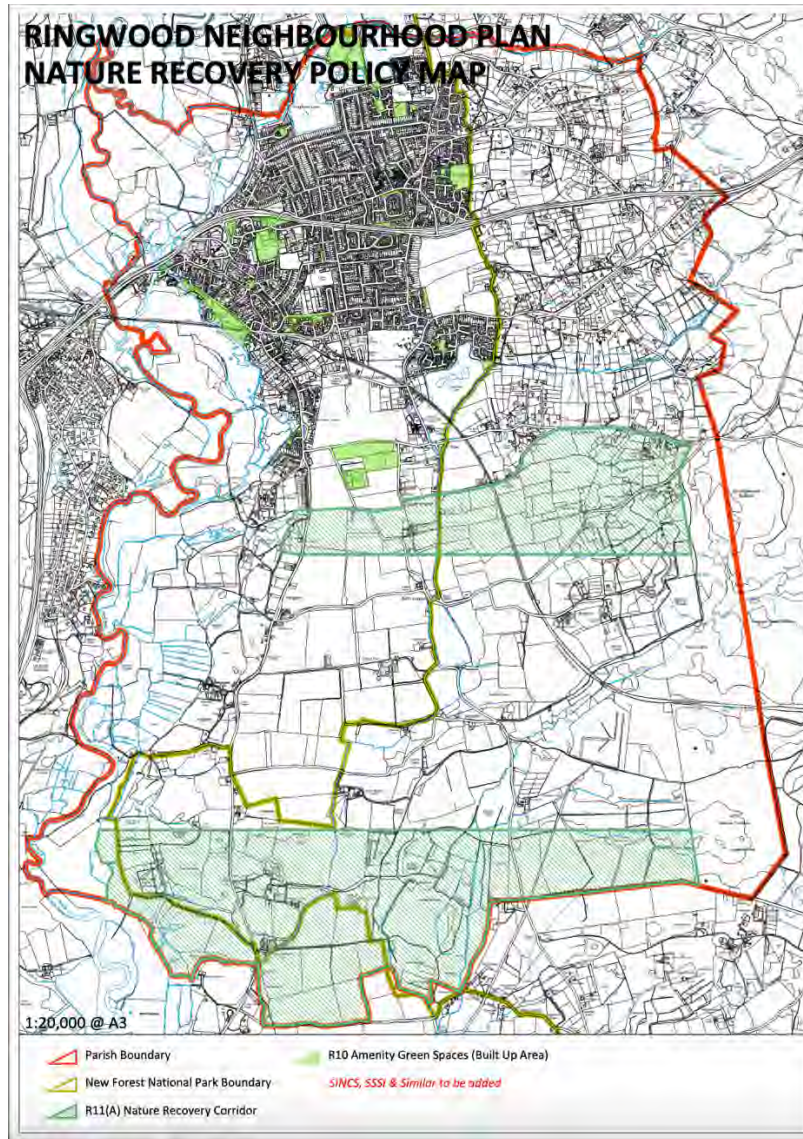


TOWN CENTRE INSET POLICY MAP

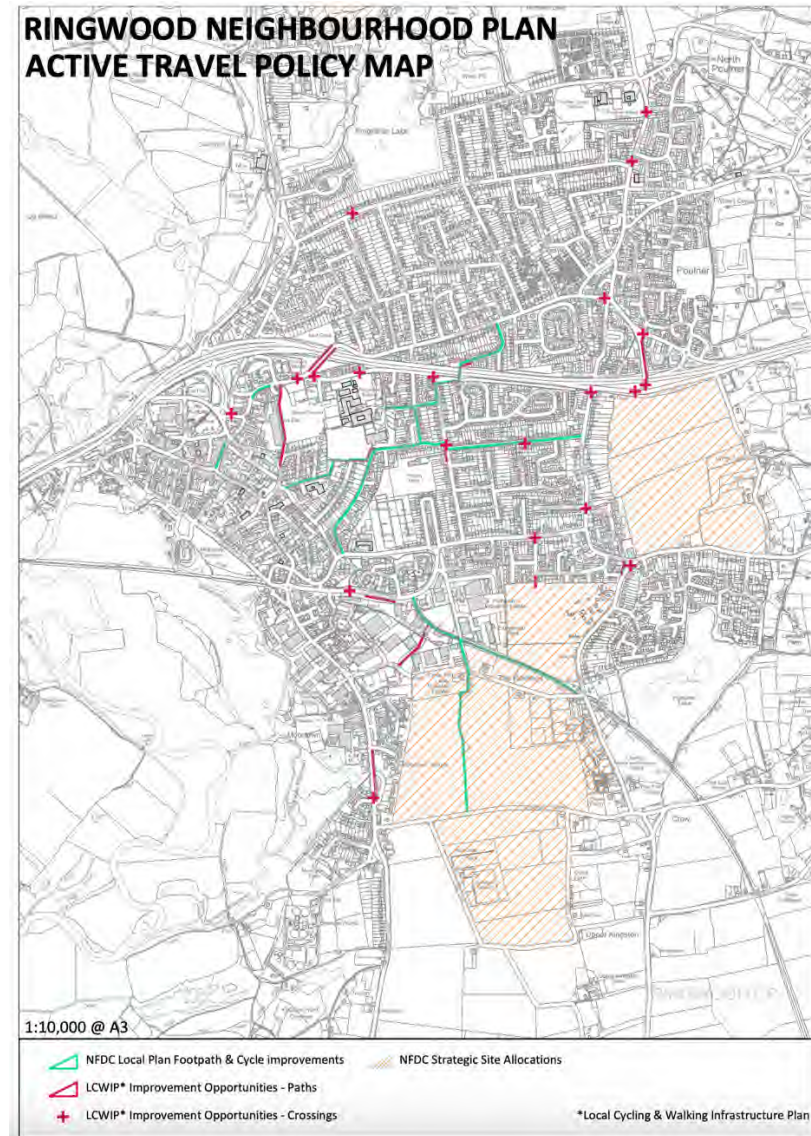




NATURE RECOVERY POLICY MAP



ACTIVE TRAVEL POLICY MAP



**APPENDIX A: RINGWOOD STRATEGIC MASTERPLAN (POLICY R3) (Published separately due to document size)**

**APPENDIX B: RINGWOOD DESIGN GUIDANCE AND CODES (POLICY R7) (Published separately due to document size)**

**APPENDIX C: RINGWOOD LOCAL DISTINCTIVENESS SPD (POLICY R7) (Published separately due to document size)**

**APPENDIX D: LOCAL HERITAGE ASSETS LIST (POLICY R9) (Published separately due to document size)**

## APPENDIX E – ZERO CARBON BUILDINGS BACKGROUND NOTE (POLICY R11)

### POLICY BACKGROUND

E.01 In respect of the direction of national policy, the UK Parliament declared an environment and climate emergency in May 2019. Both NFDC and the NFNPA have made similar declarations. The Climate Change Act 2008 is the basis for the UK’s approach to tackling and responding to climate change. It requires that emissions of carbon dioxide and other greenhouse gases are reduced and that climate change risks are prepared for. The Act also establishes the framework to deliver on these requirements and commits the UK government by law to reducing greenhouse gas emissions to ‘net zero’ by 2050.

E.02 The Energy White Paper published in December 2020 set out the government’s Vision and 10-point transition plan for how the UK will reach the UK target of ‘net zero’ carbon emissions by 2050. The White Paper confirms the government’s intention to ensure significant strides are made to improve building energy performance to meet this target. This means that by 2030 all new buildings must operate at ‘net zero’, the means by which this can be achieved is described in the diagram overleaf. This approach unequivocally focuses on the energy hierarchy and the role of post occupancy monitoring and verification to ensure buildings perform in the way they are designed.

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<sup>6</sup> Bath and North East Somerset Local Plan Partial Update Inspectors Report 13 Dec 2022 paragraphs 83 – 86. “84. *The WMS 2015 has clearly been overtaken by events and does not reflect Part L of the Building Regulations, the Future Homes Standard,*

E.03 The consultation on the ‘Future Buildings Standard’ announced in January 2021 aims to ‘radically improve’ the energy performance of new buildings, in respect of homes ensuring they are ‘zero carbon ready’ by 2025. This means having high levels of energy efficiency and fabric performance that produce 75 to 80 per cent lower carbon emissions than houses built to current standards, avoiding the need for any further retrofitting to the building fabric while at the same time reducing the occupant’s exposure to future high energy costs.

E.04 Fundamentally, this policy is intended to promote good design practice within the framework of National Planning Policy, it does not set energy standards. The Government has, however, confirmed in its response to the Future Homes Standard consultation that they do not intend to amend the Planning and Energy Act 2008 and as a result the Written Ministerial Statement of 2015 and the setting of energy efficiency standards at the Local Plan or Neighbourhood Plan level is permissible. This position has been found sound in a recent Local Plan examination<sup>6</sup> and the policy considered to meet the Basic Conditions at a recent Neighbourhood Plan examination<sup>7</sup>.

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*or the legally binding commitment to bring all greenhouse gas emissions to net zero by 2050.”*

<sup>7</sup> Ivers NP Decision Statement [Link](#) (South Bucks)



## GLOSSARY

There are various technical terms used in this document and in the planning process. This glossary provides definitions to a range of such terms.

**Affordable housing** – Social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision.

**Article 4 direction** – A direction restricting permitted development rights within a specified area. They are often used in conservation areas to provide protection for things like windows, doors, chimneys, etc.

**Biodiversity** – The degree of variation of life forms within a particular ecosystem. Biodiversity is a measure of the health of an ecosystem. Human activity generally tends to reduce biodiversity, so special measures often need to be taken to offset the impact of development on natural habitats.

**Baseline biodiversity value** – A snapshot of an area’s biodiversity which acts as a reference for comparing changes.

**Biodiversity Net Gain (BNG)** – An approach to development and/or land management that aims to leave the natural environment in a measurably better state than it was beforehand.

**Brownfield land** – Land that has been previously developed.

**Building for a Healthy Life** – A technique for assessing the quality of housing proposals using 20 criteria including sustainability, urban design and social/community factors.

**Carbon sequestration** – A natural or artificial process by which carbon dioxide is removed from the atmosphere and held in solid or liquid form.

**Change of use** – A material change in the use of land or buildings that is of significance for planning purposes e.g. from retail to residential.

**Community Infrastructure Levy (CIL)** – Allows local authorities to raise funds from developers undertaking new building projects in their areas. Money can be used to fund a wide range of infrastructure such as transport schemes, schools and leisure centres.

**Conditions** – Planning conditions are provisions attached to the granting of planning permission.

**Conservation area** – An area of special architectural or historic interest, the character and appearance of which is preserved and enhanced by local planning policies and guidance.

**Cooler streets** – Urban areas kept cooler in summer by designing in shade including trees that also cool the air naturally. So like walking through a wood rather than on a beach

**Core strategy** – A development plan document forming part of a local authority’s local plan, which sets out a vision and core policies for the development of an area.

**Design and access statement** – A report accompanying a planning application, which describes design principles of a development such as layout, townscape characteristics, scale, landscape design and appearance.

**Development** – Legal definition is “the carrying out of building, mining, engineering or other operations in, on, under or over land, and the making of any material change in the use of buildings or other land.”

**Development management (previously known as development control)** – The

process of administering and making decisions on different kinds of planning application.

**Development plan** – A document setting out the local planning authority’s policies and proposals for the development and use of land in the area.

**Dormitory town** – A place where people live but go to work in another town or city.

**Extra-over cost** - Additional sum of money allowed for items of work, normally used where the work has become slightly different from that agreed.

**Evidence base** – The evidence upon which a development plan is based, principally the background facts and statistics about an area, and the views of stakeholders.

**First Homes** – A scheme designed to help first time buyers onto the property ladder, by offering new homes at a discount of at least 30% against the market value and at a price no higher than £250,000.

**Flood plain** – An area of low-lying ground adjacent to a river, formed mainly of river sediments and prone to flooding.

**Green belt** – A designated band of land around urban areas, designed to contain urban sprawl.

**Green infrastructure** – Landscape, biodiversity, trees, allotments, parks, open spaces and other natural assets.

**Green space** – Those parts of an area which are occupied by natural, designed or agricultural landscape as opposed to built development; open space, parkland, woodland, sports fields, gardens, allotments, and the like.

**Housing associations** – Not-for-profit organisations providing homes mainly to those in housing need.

**Independent examination** – An examination of a proposed neighbourhood plan, carried out by an independent person, set up to consider whether a neighbourhood plan meets the basic conditions required.

**Infrastructure** – Basic services necessary for development to take place e.g. roads, electricity, water, education and health facilities.

**Listed buildings** – Any building or structure which is included in the statutory list of buildings of special architectural or historic interest.

**Local authority** – The administrative body that governs local services such as education, planning and social services.

**Local list** – A list produced by a local authority to identify buildings and structures of special local interest which are not included in the statutory list of listed buildings.

**Local plan** - The name for the collection of documents prepared by a local planning authority for the use and development of land and for changes to the transport system. Can contain documents such as development plans and statements of community involvement.

**Local planning authority** – Local government body responsible for formulating planning policies and controlling development; a district council, metropolitan council, a county council, a unitary authority or national park authority.

**Local transport plan** – Plans that set out a local authority’s policies on transport on a five yearly basis.

**Material considerations** – Factors which are relevant in the making of planning decisions, such as sustainability, impact on residential amenity, design and traffic impacts.

**Mixed use** – The development of a single building or site with two or more complementary uses.

**National Planning Policy Framework (NPPF)** – The government policy document adopted in

March 2012 (and last updated July 2021) intended to make national planning policy and guidance less complex and more accessible. The National Planning Policy Framework introduces a presumption in favour of sustainable development. It gives five guiding principles of sustainable development: living within the planet's means; ensuring a strong, healthy and just society; achieving a sustainable economy; promoting good governance; and using sound science responsibly.

**Neighbourhood area** – The local area in which a neighbourhood plan or neighbourhood development order can be introduced.

**Neighbourhood plan** – A planning document created by a parish or town council, which sets out the vision for the neighbourhood area, and contains policies for the development and use of land in the area. Neighbourhood plans must be subjected to an independent examination to confirm that they meet legal requirements, and then to a local referendum. If approved by a majority vote of the local community, the neighbourhood plan will then form part of the statutory development plan.

**Net zero** – A target of completely negating the amount of greenhouse gases produced by human activity, to be achieved by reducing emissions and implementing methods of

absorbing carbon dioxide from the atmosphere.

**Passivhaus** – A standard for energy efficiency in a building designed to result in very low energy usage for heating and lighting.

**Passive surveillance** – Enhanced visibility when building properties, streets, transport hubs and retail settings to deter some offenders from committing crime.

**Permitted development** – Certain minor building works that don't need planning permission e.g. a boundary wall below a certain height.

**Policy** – A concise statement of the principles that a particular kind of development proposal should satisfy in order to obtain planning permission.

**Planning obligation** – Planning obligation under Section 106 of the Town and Country Planning Act 1990, secured by a local planning authority through negotiations with a developer to offset the public cost of permitting a development proposal. Sometimes developers can self-impose obligations to pre-empt objections to planning permission being granted. They cover things like highway improvements or open space provision. See also CIL.

**Planning permission** – Formal approval granted by a council allowing a proposed development to proceed.

**PV panels** – Photovoltaic panels, often referred to as solar panels, which produce electricity from sunlight.

**Public open space** – Open space to which the public has free access.

**Public realm** – Areas of space usually in town and city centres where the public can circulate freely, including streets, parks and public squares.

**Qualifying body** – Either a parish/town council or neighbourhood forum, which can initiate the process of neighbourhood planning.

**Referendum** – A vote by which the eligible population of an electoral area may decide on a matter of public policy. Neighbourhood plans and neighbourhood development orders are made by a referendum of the eligible voters within a neighbourhood area.

**Regeneration** - Upgrading an area through social, physical and economic improvements.

**Retail** – The process of selling single or small numbers of items directly and in person to customers. The use category defined as Class

A1 in the Town and Country Planning (Use Classes) Order 1987.

**Retrofit** – To add (a component or accessory) to something that did not have it when manufactured.

**Rural** – Areas of land which are generally not urbanised; usually with low population densities and a high proportion of land devoted to agriculture.

**Section 106** – see Planning obligation.

**Sequential test** – A principle for making a planning decision based on developing certain sites or types of land before others, for example, developing brownfield land before greenfield sites, or developing sites within town centres before sites outside town centres.

**SSSI - Site of special scientific interest** – A protected area designated as being of special interest by virtue of its flora, fauna, geological or geomorphological features. SSSIs are designated under the Wildlife and Countryside Act 1981 by the official nature conservation

body for the particular part of the UK in question.

**Spatial planning** – A wider view of planning, which involves co-ordination and integration across different sectors such as transport and industry. Brings together all policies and programmes which have an impact on the environment in which you work, live or play.

**Strategic policy** – A policy that is essential for the delivery of a strategy, for example, the overall scale and distribution of housing and employment in an area.

**Supplementary planning document** – Provides detailed thematic or site-specific guidance explaining or supporting the policies in the local plan.

**Sustainable development** – An approach to development that aims to allow economic growth without damaging the environment or natural resources. Development that “meets the needs of the present without compromising the ability of future generations to meet their own needs”.

**Townscape** – The pattern and form of urban development; the configuration of built forms, streets and spaces.

**Tenure** – The terms and conditions under which land or property is held or occupied, e.g. five year leasehold, freehold owner occupation, etc.

**Urban** – Having the characteristics of a town or a city; an area dominated by built development.

**Use class** – The legally defined category into which the use of a building or land falls (see Use classes order).

**Use classes order** – The Town and Country Planning (Use Classes) Order 1987 (as amended) is the statutory instrument that defines the categories of use of buildings or land for the purposes of planning legislation. Planning permission must be obtained to change the use of a building or land to another class.

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# RINGWOOD NEIGHBOURHOOD PLAN 2023 - 2036

## CONSULTATION STATEMENT



Published by Ringwood Town Council for submission consultation under the Neighbourhood Planning (General) Regulations 2012 (as amended) and in accordance with EU Directive 2001/42

July 2023

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## 1. Introduction

- 1.1 This consultation statement has been prepared to fulfil the legal obligations of the Neighbourhood Planning Regulations 2012 (as amended) in respect of the Ringwood Neighbourhood Plan 2023 - 2036. The legal basis of this Statement is provided by Section 15 (2) of part 5 of the 2012 Neighbourhood Planning Regulations, which requires that a consultation statement should:
- i. Contain details of the persons and bodies that were consulted about the proposed Neighbourhood Development Plan (NP).
  - ii. Explain how they were consulted.
  - iii. Summarise the main issues and concerns raised by the persons consulted and
  - iv. Describe how those issues and concerns have been considered and, where relevant addressed in the proposed neighbourhood development plan.

### Neighbourhood Area Designation

- 1.2 The Neighbourhood Plan Area was designated by the Local Planning Authorities, New Forest District Council (NFDC) on 3 February 2021, and the New Forest National Park Authority (NFNPA) on 16 February 2021.

The area covered is the whole of the parish of Ringwood. Therefore, it includes areas within the New Forest National Park (NFNP) to the east and south-east of the town.



*Plan A: Designated Ringwood Neighbourhood Area*

## 2. The Consultation Process

### Dateline of Events

26 September 2018	Full Council agreed to proceed towards adopting a Neighbourhood Plan
31 October 2018	Members received a presentation from NP consultants, outlining the process and the benefits
28 November 2108	A motion to proceed was deferred by Full Council to the next meeting following Town Council elections in May 2019
15 May 2019	The motion to proceed was again deferred by Full Council to a special meeting for this purpose alone with guest speakers
11 September 2019	Members received presentations from NFDC Chief Planning Officer and NP consultants, agreed to instruct consultants to prepare an initial report and approved the use of an existing budget to engage consultants
4 October 2019	Full Council agreed a Terms of Reference for engagement of consultants and to establish a Steering Group
30 January 2020	Community interest meeting held – membership of Steering Group agreed
7 February 2020	First Steering Group meeting held
February 2020	Town Mayor spoke at Community Network meeting, addressing about 70 attendees from various local organisations
14 February 2020	Press Release issued about the initiation of the Plan process, and inviting volunteers to get involved
7 August 2020	Following a tender process, O'Neill Homer appointed by Planning, Town & Environment Committee as consultants to assist in the first phase of preparation of a NP for Ringwood
24 September 2020	Steering Group met with consultants (Session 1 of 3) to discuss project governance, options for the designated neighbourhood area, existing evidence base, and engaging with stakeholders
22 October 2020	Steering Group met with consultants (Session 2 of 3) to discuss issues/policies that could be included in a NP All councillors were invited to attend this meeting
19 November 2020	Steering Group met with consultants (Session 3 of 3) to prepare a report with recommendations on whether to proceed or not with a NP
8 January 2021	Planning, Town & Environment Committee considered and approved recommendations from the Steering Group to proceed with a NP – recommendation made to Full Council (see below)
27 January 2021	Full Council considered recommendations from PT&E Cttee and agreed: <ul style="list-style-type: none"> <li>i) That the Council proceeds with a NP, dealing with a small number of policy areas (Town Centre, Design, Climate Change, Connectivity and Housing)</li> <li>ii) That the project be funded from grant support available from Locality and the balance being funded by the Council</li> <li>iii) That the designated neighbourhood area should be coincident with the Ringwood parish boundary</li> </ul>
3 February 2021	NFDC designated the parish of Ringwood as a Neighbourhood Plan Area.
16 February 2021	NFNPA designated the parish of Ringwood as a Neighbourhood Plan Area.
4 March 2021	Steering Group agreed to appoint 4 Working Groups to focus on Environment; Housing; Design & Heritage; and Town Centre.
1 April 2021	Press Release issued calling for volunteers.



9 April 2021	Action Plan approved by PT&E Cttee.
24 May 2021	GoFour group established to project manage, comprised of the four Working Group leads, to enable overlaps and gaps to be identified and work to be coordinated
30 May 2021	Website and Facebook page created.
June to December 2021	Various surveys carried out by each of the Working Groups.
January 2022	Project Manager appointed.
10 February 2022	Town Centre Stakeholders meeting held.
20 July 2022	P&F Cttee approved funding to employ SPUD to communicate and engage with young people
4 August 2022	Press release issued with an update on progress and calling for volunteers
14 September 2022	Members of the Steering Group attended Ringwood School Assembly to encourage students to take part in SPUD workshops
16 September 2022	Drop-in at Ringwood School
27 & 29 September and 4 & 6 October 2022	SPUD workshops with students held at Carvers Clubhouse and Ringwood School.
18 October 2022	Presentation to Ringwood Society Open Meeting
18 October 2022	Meeting held with NFDC and NFNPA to discuss policies
15 to 29 October 2022	Exhibition in Ringwood Gateway to seek views on Vision and areas of focus, and showcase feedback from young people. The display was regularly manned at different times of the day and on Saturdays to enable discussion.
30 November 2022	Full Council received presentation from young people with results from work with SPUD – A Young People’s Vision
11 January 2023	PT&E Cttee considered draft pre-submission document and agreed amendments, as well as comment form and list of FAQs for Reg 14 consultation
25 January 2023	Full Council approved the pre-submission document for submission to Regulation 14 consultation
6 February 2023 to 19 March 2023	Regulation 14 Public Consultation period – drop-in sessions (when members of the Steering Group were available to answer questions) were held in various locations around town on 15, 22, 24, 27 February and 1, 6, 8, 13 and 15 March
7 July 2023	PT&E Cttee recommended approval of amended Plan for submission to LPAs.
26 July 2023	Full Council approved Submission Plan.

### Public and Stakeholder Consultation

During 2021 the following surveys were conducted to gauge the views of the people of Ringwood. These were a combination of on-line surveys, interviews and paper forms:

- Shoppers Survey
- Shopkeepers Survey
- Housing Survey
- Energy Efficient Buildings Survey
- Nature Recovery Survey

Results from these surveys are summarised in Appendix 1 RNP Surveys Summary – and were used to inform Appendix 2 – Housing Evidence Summary. Full reports are available within the schedule of evidence.

Drop-in events were held in the Gateway building in October 2022 to test the Vision for the town and to seek input on the proposed areas that each working group would cover. Over 200 people attended these sessions.

Four sessions were held with students from Ringwood School with over 30 students attending. These sessions were specifically designed to gain the views of young people about the future of the town. Two of the students presented the findings to Ringwood Town Council on 30<sup>th</sup> November 2022. The resultant report is in Appendix 3.

Across all the surveys and events over 1000 residents gave their views.

The community told us that they loved the history, semi-rural and market town feel of Ringwood. They also defined a vision for the future which is encapsulated by the following:

- A more vibrant town centre with character – that stays alive in the evening with restaurants and family pubs
- Affordable homes for youngsters and 2-3 bed family homes
- More energy efficient housing
- Preservation of green spaces and increased recreational facilities
- Maintaining the character of the town whilst also making it more attractive
- More for young people to do

Many people are concerned about the developments on the allocated strategic sites and do not believe that Ringwood has the infrastructure to support this number of new properties. In particular, there were concerns about traffic, schools and access to doctor surgeries. Although these matters are not addressed in the Neighbourhood Plan, the Town Council continues to represent these views as part of the consultation for the strategic sites.

A Town Centre stakeholder meeting was held on 10<sup>th</sup> February 2022 with representatives from NFDC, Hampshire County Council (HCC), the local bus company, interested developers, the Ringwood Business Association and Ringwood Society. This meeting was facilitated by our consultants.

In October 2022 a presentation with questions and answers was held at the Ringwood Society Open Meeting with over 50 people in attendance.

Based on all the above feedback:

- The Vision for the Town was adjusted.
- A series of meetings were held with NFDC and HCC to progress the concept of creating a more thriving Market Place.
- Policies were developed to include:
  - a. A Spatial Plan for the town that sets out: the need to use Brownfield sites wherever possible to provide small dwellings; the need for nature recovery outside the settlement boundary and the need for improved walking and cycling routes to serve the new housing developments in the town.
  - b. Maintaining a Successful and Prosperous Town Centre to ensure continued provision of shopping and entertainment facilities.
  - c. Smaller Housing
  - d. First Homes

- e. A Design Guide to ensure new development preserves and enhances the character of the town.
- f. Green Infrastructure and Nature Recovery
- g. Zero Carbon Buildings

Ringwood Town Council has work in progress to improve the recreational facilities at Carvers and hence this aspect was not included in the NP Policies.

### **Consultation with NFDC and NFNPA**

During 2021 and early 2022 advice and input was sought from the Local Planning Authorities by the Working Groups to understand the potential scope of the policy areas for the NP. In particular, the Housing Working Group and the Environment Working Group sought input on:

- Housing targets
- Provision of housing for those with a local connection
- Standards for energy efficient housing and industrial properties
- Proposed Nature Recovery Networks

This input was used to inform the relevant policy areas.

It should be noted that the original terms of reference for the NP asked that community-led housing be included in the scope. The Council's consultants had also asked for consideration to be given to self-build housing. Both these topics were considered but neither appears in the NP. This is for the following reasons:

- Although the Housing Working Group supports community-led housing as a housing delivery policy, there is currently no community group which has expressed an interest in pursuing this, and it is therefore not possible to form a deliverable policy at this time.
- The Group also supports the principle of self-build housing. However, the register of applicants held by NFDC is for the Avon Valley area and not specific to Ringwood. It is therefore not possible to produce a particular site policy for Ringwood.

In both cases, the NFDC Local Plan allows local applicants to use community-led housing and self-build schemes without the need for a specific policy in the RNP.

A meeting was held on 18<sup>th</sup> October 2022 to address questions in relation to the proposed scope of the policies. This input was used to inform discussions with the public and also to shape the areas discussed.

A draft of the pre-submission plan was sent to NFDC and NFNPA and a meeting was held on 8<sup>th</sup> December 2022 where both authorities provided helpful input and suggestions for adjustments. This input was largely reflected in the Pre-Submission version of the NP.

### **Pre-submission Consultation**

The Pre-Submission Plan was published on 6<sup>th</sup> February 2023 for a 6-week period of public consultation. An invitation to comment and a comment slip was published in the local newspaper (Ringwood & Fordingbridge News) that is delivered free to residents in the BH24 area, and was shared on social media and the Town Council and NP websites.

Drop-in events were held around the parish and were advertised via the same newspaper, on-line, via social media and via posters around the town.

Copies of the Pre-Submission Plan were located in Ringwood Gateway and Ringwood Library and online at [www.ringwoodnp.org.uk](http://www.ringwoodnp.org.uk) which contained more background information on the Neighbourhood Plan and process.

Copies of the Plan were sent to the Local Planning Authorities and other Statutory Bodies as listed in Appendix 4

The consultation period lasted for 6 weeks, following which copies of the Pre-Submission Plan comments were reviewed by the working groups and the Steering Group.

An update was provided via social media and the website in response to public comments in June 2023 (after the Local Elections).



### 3. Pre-submission feedback summary and changes arising

#### Summary of the statutory bodies' consultation

O'Neill Homer reviewed the comments received from the Statutory Bodies and provided a summary with recommendations. (Appendix 5 - RINGWOOD NEIGHBOURHOOD PLAN REGULATION 14 ANALYSIS: STATUTORY BODIES).

As a result of this analysis further advice and input was sought with respect to:

- a) Policy R6 (First Homes), NFDC reference paragraph 5.39
- b) Clause C of Policy R11 (Zero Carbon Buildings)

With respect to Policy R6 it was noted that the NPFC Local Plan part 1 (2020) site allocations - including all the Strategic Sites - will, as stated, be implemented as far as the "Affordable" portions are concerned, according to the District-established Policy of the Choice-Based Letting system. This does not allow for parish/Town based priorities, therefore paragraph 5.39 has been revised to apply only once the NFDC requirements of their policy STR5 have been satisfied.

For Policy R11 the NP Steering Group agreed to remove references to Post Occupancy Evaluation rather than continue to pursue this aspect of the policy. It should be noted that this was not the advice provided by O'Neill Homer.

The report also recommended that agreement is reached with the NFNPA (and NFDC) on how the final list of assets identified under Policy R9 are to be incorporated within each local planning authorities' local lists and transferred into Historic Environment Record hosted by Hampshire CC. No change has been made to the NP but this is noted as required for the implementation of the Plan.

#### Summary of the other (non-statutory) groups' consultation

Responses from other (non-statutory) groups were supportive of the direction of the plan. Details are contained in Appendix 6.

#### Summary of the public consultation

The public consultation on the pre-submission version of the Ringwood Neighbourhood Plan (RNP) ran from 6th February to 19th March 2023. Members of the public were invited to provide comments via paper forms, on-line or in person.

The verbal comments received from over 100 members of the public were generally supportive, with special interest in and support for:

- improving the town centre.
- smaller housing and homes for those with a local connection.
- energy efficient housing.
- preserving and enhancing the special design features of the town.
- creation of nature recovery corridors.

There were numerous ideas for specific improvements, these will be reviewed against the Ringwood Town Council Strategy and Project List. Many of these ideas and suggestions were outside the scope of an NP. As any of these ideas progress further engagement with residents and businesses will be undertaken.

Two areas that received multiple responses were the plans for a more Thriving Market Place and the future of the Old Town Hall / Regal Cinema. As a result, the following clarifications were issued:

1. The concept of creating a more pedestrian friendly area in the Market Place is designed to help the businesses in that area. There is no intention to stop traffic and the provision of parking is being evaluated in conjunction with Hampshire County Council.  
The next step would be to look at a more detailed design for the area and we would encourage interested members of the public to join the team looking at this. We would then need to seek funding to implement any changes.  
We also note the comments raised about moving the Bus Depot as part of any change and will need to look at the feasibility of such a move.
2. The Old Town Hall / Regal Cinema site is a concern to us all. Several years ago there was an attempt to launch a Community scheme to buy the site. At that time the cost was an estimated £2m purchase cost and a further £10m to develop it into a usable space. Unfortunately, the Town Council does not have this amount of funding available. We do keep a close eye on the ownership of the site and would welcome an application to develop it.

There were also requests for a simplified version of the Plan. Whilst the document itself is necessarily technical, there is now a summary document available on the website. This document outlines the vision and the land-use policies.

A full list of the submitted on-line and paper forms comments is included in Appendix 7.

### **Changes made as a result of the Pre-submission Consultation**

The recommendations made to the issues raised by statutory consultees and stakeholders, were noted, accepted and addressed in the Submission Report where possible. With the exception of the recommendation on R11 in relation to Post-Occupancy Evaluation where the Steering Group decided to remove this from the policy and from Appendix E.

The following changes have been made:

- The title of the plan has been amended;
- Email contact details amended;
- Corrections made to some dates in the Neighbourhood Area section;
- Paragraph 3.7 added to reflect the Government's recent Environment Improvement Plan;
- NFDC Draft Planning for Climate Change Supplementary Planning Document (March 2023) referenced in section 3.8;
- Market Place 'Vision' visual amended to make it clearer that the area would be a shared space;
- Paragraph 5.19 amended to include reference to appropriate parking;
- Paragraph 5.39 amended to reference the Local Plan requirements from policy STR5;
- Policy R11, Appendix E and paragraph 5.68 changed to remove references to post occupancy evaluation;
- Paragraph 5.65 changed to reference NFDC Draft Planning for Climate Change Supplementary Planning Document (March 2023);
- Viability analysis included in the schedule of evidence.

## 4. Index to Appendices

Appendix 1	Survey Results
Appendix 2	Housing Evidence Summary
Appendix 3	Ringwood Town Futures Youth Report
Appendix 4	Local Planning Authorities and other Statutory Bodies List
Appendix 5	Regulation 14 Statutory Consultees Comments - Analysis
Appendix 6	Regulation 14 Other (non-statutory) Groups Comments
Appendix 7	Regulation 14 Consultation Comments – Public

## Appendix 1 – Neighbourhood Plan Survey Summary

### Section 1 - Main conclusions of the Town Centre Working Group research

To enable the residents of Ringwood to provide input into the long-range planning process for Ringwood the Town Centre Working Group (TCWG) has conducted a Shoppers Survey (537 Respondents), a Shopkeepers Survey (50 interviews), and depth interviews/extensive discussions with other stakeholders (community leaders, developers, investors).

Below is a summary of the wishes of the people of Ringwood, as they emerged from the survey research.

1. There was universal agreement that the primary goal should be a thriving and vibrant town centre. (The impact of online shopping on major shopping centres was acknowledged but the evidence shows that smaller shopping centres with a variety of independent shops, particularly in market towns, are much less vulnerable than large shopping centres filled with major chain stores). Overall, 75% of shopping is predicted to remain through shops in streets.
2. When shoppers were asked for their priorities (an open question), the top three results were:
  - a. more independent shops (72%)
  - b. more events (27.5%)
  - c. more street entertainment (15.%)
3. There was strong opposition from shoppers and shopkeepers to the conversion of existing retail premises into residential use on the grounds that:
  - a. there should be more shops, not fewer.
  - b. such conversions fracture the “flow” of the retail offer by breaking up the shopping centre with buildings of interest to no one other than the residents.
  - c. the town centre currently fails to meet the needs of some sections of the Ringwood population (no clothes shop for the young or for the less affluent; no post office, inadequate provision for major events). Meeting these requirements (with more not fewer shops) was thought to be a priority.
4. There was a general feeling that some of Ringwood’s remarkable assets are under exploited. In discussions of this issue, the Market Place became the focus of many of those participating in the surveys. The Market Place, historically the centre of the town, was generally considered underused and undervalued. The Farmers Market and other events prefer to use the Furlong or the space in front of the Gateway, rather than the Market Place, because the footfall in the Market Place is too low and, according to one respondent, because of the high charges for the necessary road closures.

Given the closure of West Street and the conversion of the Market Place into a cul de sac, it was almost inevitable that the possibility of converting the Market Place into “shared space” (i.e. a space mainly for pedestrian use but with limited, controlled access for essential vehicles) attracted widespread support (94% in the Shopkeepers Survey). Although the Wednesday market and several annual events take place in the Market Place, it was generally agreed that the Wednesday markets

are 'not what they used to be'; and that other events held in the Market Place, although successful, still leave the Market Place calendar bare for most of the year.

It was strongly felt that, unless action is taken, a major town asset (one that other towns would give their eye teeth for) would decline. The 'shared space' concept would enable the shops, restaurants and cafes in the Market Place to make much better use of the available space. It could provide room to meet the town's wish for more events and more street entertainment. With the help of the proposed development of the old cinema site, the Market Place could become once again the heart of the town, an essential link between the Furlong and the High Street.



## Section 2 - Energy Efficient Buildings – Survey Results Summary

This survey was conducted in October 2021 with 92 respondents.

Over 95% of respondents were concerned about climate change and reducing our carbon footprint.

When asked why there were 3 main themes:

1. The need to do more now for the sake of future generations.
2. Concerns about the impact of flooding and danger to wildlife.
3. The need to change building practices now e.g no gas, solar panels as part of new-builds and well-constructed future-proof housing.

The most popular actions people have already taken in their homes were double/triple glazing, insulation and energy efficient appliances with cost of installation being the main barrier for taking additional measures.

There is strong support for new housing to be built to high environmental standards, especially since retrofitting existing properties is so difficult and expensive.

### Section 3 - Nature Recovery Survey Summary

The survey was conducted in November and December 2021 and completed by 70 respondents. By far the majority of these stated that:

- It is easy to connect with wildlife, However, for many this means driving to areas of the New Forest.
- Nature is important to their wellbeing.
- They are supportive of a Nature Recovery Plan that protects or increases the green spaces in Ringwood.

Improvements to existing green spaces were suggested, in particular:

- Wildflower meadows – especially along roads and in estates, should not be mown more than twice a year.
- Wildlife corridor and habitats – around the whole town. Bird boxes were mentioned as specific habitats.
- Native trees – Hedging was also mentioned, and both were thought desirable along main roads.

There was concern about the impact that new housing developments are having on nature and wildlife corridors.

## **Appendix 2 - Housing Evidence Summary**

This document summarises the evidence collected by the Housing Working Group of the Ringwood Neighbourhood Plan team. It highlights the local housing challenges and provides the background to the policy recommendations.

The lack of smaller, more affordable dwellings – particularly for “starter” homes - is well recognised in the New Forest area, and forms the policy recommendation in NFDC Local Plan Part 1 Policy HOU1 (page 5)<sup>H1</sup> for a much greater proportion of smaller homes to be provided by developers.

Furthermore, this recommendation includes making “Provision of smaller homes designed for private rent in appropriate locations, as private rented homes play an important role in meeting needs for lower cost market housing for lower income residents who are unlikely to qualify for affordable housing and are unable to purchase a home.

As a first step the working group conducted a Housing Survey<sup>H2</sup> on-line in 2021. There were 279 respondents. Of the households that responded, over 1/3 had members looking to buy or rent a house in Ringwood in the next few years, and over 80% of these had local connections. 50% of those looking to buy were looking to pay £350K or less.

From the respondents’ experience, Ringwood is lacking starter homes (1-2 bed), mid-priced 2-3 beds and council / housing association dwellings. There was a split view on supporting a small development of social/affordable housing on a Green Belt site (42.2% for 46.2% against).

The need for smaller, 1-2 bedroom properties by the majority of applicants on the NFDC Housing Register for subsidised housing is also very evident – 80% in one typical list<sup>H3</sup>.

A subsequent survey<sup>H4</sup> conducted with a selection of Ringwood Estate Agents showed that 2 or 3 bedroom houses were the most in demand, with the level of demand increasing as the price lowers. Until recently around 70% of properties would have been sold to local people but this has now reduced to around 50% pointing to the potential for locals to be less well positioned to buy.

Those with particular connections to Ringwood in need of an affordable home here appear to have a financial disadvantage compared with the other towns in the New Forest District. An examination of the ONS average incomes across the District<sup>H5</sup> and the Land Registry data on average prices paid in 2021 for dwellings<sup>H6</sup> indicates that the house price to income ratio required to purchase in Ringwood is second highest.

The Ringwood Housing Needs Assessment (HNA)<sup>H7</sup> commissioned by the team also reports that the median (50% cheapest) and lower quartile (25% cheapest) average prices in Ringwood are currently £328,500 and £265,000 respectively. The median price in 2020 was £86,500 higher than in 2011 (35.7% growth), and the equivalent increase for the lower quartile was £89,750 (51.2% growth). This means that even to afford one of the least expensive homes in Ringwood, a prospective buyer would need to find a very large additional deposit or have their existing property to sell. The price of entry-level housing has risen faster than that of housing generally, presenting a potentially immense challenge for those with lower incomes or without equity in an existing home who wish to buy locally.

There is a relatively large group of households in Ringwood who may be able to afford to rent privately but cannot afford home ownership. They are typically earning between around £35,000 per year (at which point entry-level rents become affordable) and £69,000 (at which point entry-level market sale homes become affordable). This ‘can rent, can’t buy’ cohort may benefit from the range of affordable home ownership products such as First Homes and shared ownership.

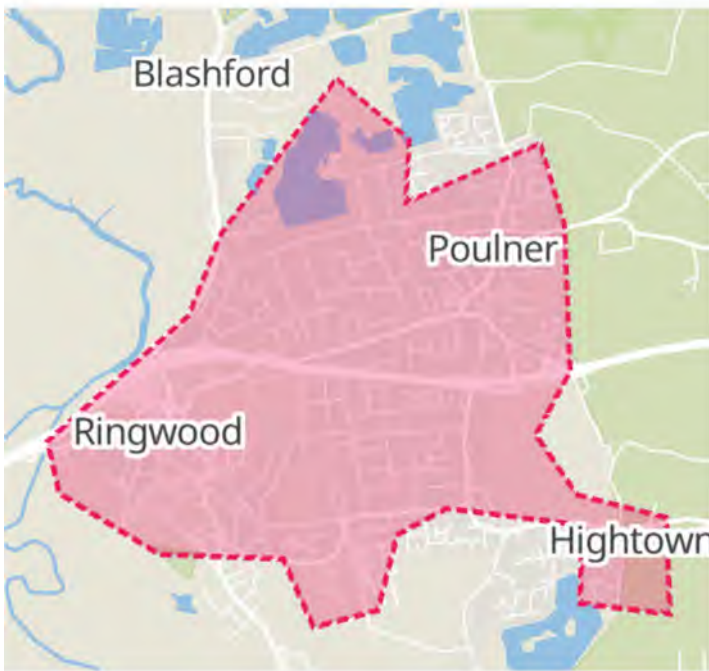
The current First Homes maximum house price permitted is £250,000 after the 30% minimum discount, which corresponds to £357,000 open market price. Currently these are the smaller properties available for sale in Ringwood below that price, showing that the open market price for dwellings suitable for starter homes is within the First Homes price limit.

The group noted that in the NFDC Advice note on First Homes of July 2022<sup>H8</sup>, it is stated that “the areas where First Homes exception sites can come forward are shown as a blue shade on a map, within the parishes of Breamore; Fawley; Fordingbridge; Hythe & Dibden; Marchwood; Ringwood; Sandleheath; and Totton & Eling.”

Analysis of the house prices from Land Registry for 2021<sup>H6</sup> shows that the area of Ringwood with the most sales of smaller affordable housing was BH24 1 (indicated on the map below). Part of this area coincides with the blue shaded area in the NFDC Advice note on first homes.

A survey of the recently constructed Beaumont Park estate<sup>H13</sup> indicated that around 10% of those interviewed had moved from elsewhere in Ringwood to the estate, implying that few properties are being purchased by Ringwood residents.

Ringwood	Detached	Sales	Semi-det	Sales	Terraced	Sales	Flat/mais	Sales	Overall average	Total sales
BH24 1	£492,113	71	£346,212	52	£297,533	30	£197,582	39	£362,368	192
BH24 2 (St Ives)	£736,317	189	£426,250	4	£273,500	7	£350,917	6	£703,344	206
BH24 3	£713,313	51	£382,079	19	£308,531	16	£143,000	4	£546,077	90
Average		311		75		53		49	£537,263	488



The group sought other examples of towns or parishes that had considered First Homes and affordable homes and noted that in Basingstoke<sup>H9</sup> those with a local connection are to be given priority for the first 6 weeks of such properties being available, as are those in a development in Marnhull Dorset for the first two months according to their s106 Agreement<sup>H10</sup> (See definitions “Local Needs Person” page 9). National Policy Planning guidance on First Homes<sup>H11</sup> allows for sites to include “local connection criteria”<sup>H11</sup> where there is evidence of local need.

Based on the evidence above, it is recommended that:

1. A First Homes policy is included in the Neighbourhood Plan to address the issue of affordability to buy in Ringwood.

2. A priority period of not less than 8 weeks be given to those with a local Ringwood connection when First Homes or Affordable Homes are built in the parish.

3. Priority should be given to housing development planning applications proposed with emphasis on smaller, 1-2 bedroom dwellings. A number of small sites within the BH24 1 or 3 postcodes have been provisionally assessed as possible candidates for small homes in Ringwood, in preparation for a subsequent revision of the Neighbourhood Plan. This assessment work is contained in NPSiteAssessFeb23 Update.doc<sup>H14</sup> with NPSites Map Oct22.pdf<sup>H15</sup>

It is noted that the indicative housing target for Ringwood given by NFDC to meet the overall housing requirement of the 2020 Local Plan part 1 can be met from the current allocations<sup>H12</sup>, and therefore the small sites suggested above would represent an addition to the current NFDC target.

#### References:

H1. NP-HOU1 extract sizes.do (NFDC Local Plan Part 1 Policy HOU1 (page 5))

H2. NP Housing Survey Summary

H3. NPHousingRegisterNFDC211122 (Example of NFDC Housing Register for those seeking subsidised housing in Ringwood)

H4. NPEstateAgentSurveyHsgDemand (Ringwood Estate Agents Survey Findings)

H5. Np-NFIncomeONS (Average Incomes New Forest)

H6. NPNFHousePrices2021LandREg

H7. NPFinalHNA2022 (AECOM Ringwood Neighbourhood Plan Housing Needs Assessment)

H8. NPHFirstHomesNFDCAdviceNoteJuly\_2022

H9. NP FirstHomesBasingstoke.pdf

H10 NPHs106Marnhull (First Homes Marnhull s106 Agreement)

H11 National Policy guidance First Homes - <https://www.gov.uk/guidance/first-homes>

H12. NPHReachingNFDC Housing Indicative Target (NP reaching NFDC Target - correspondence Housing Team/NFDC)

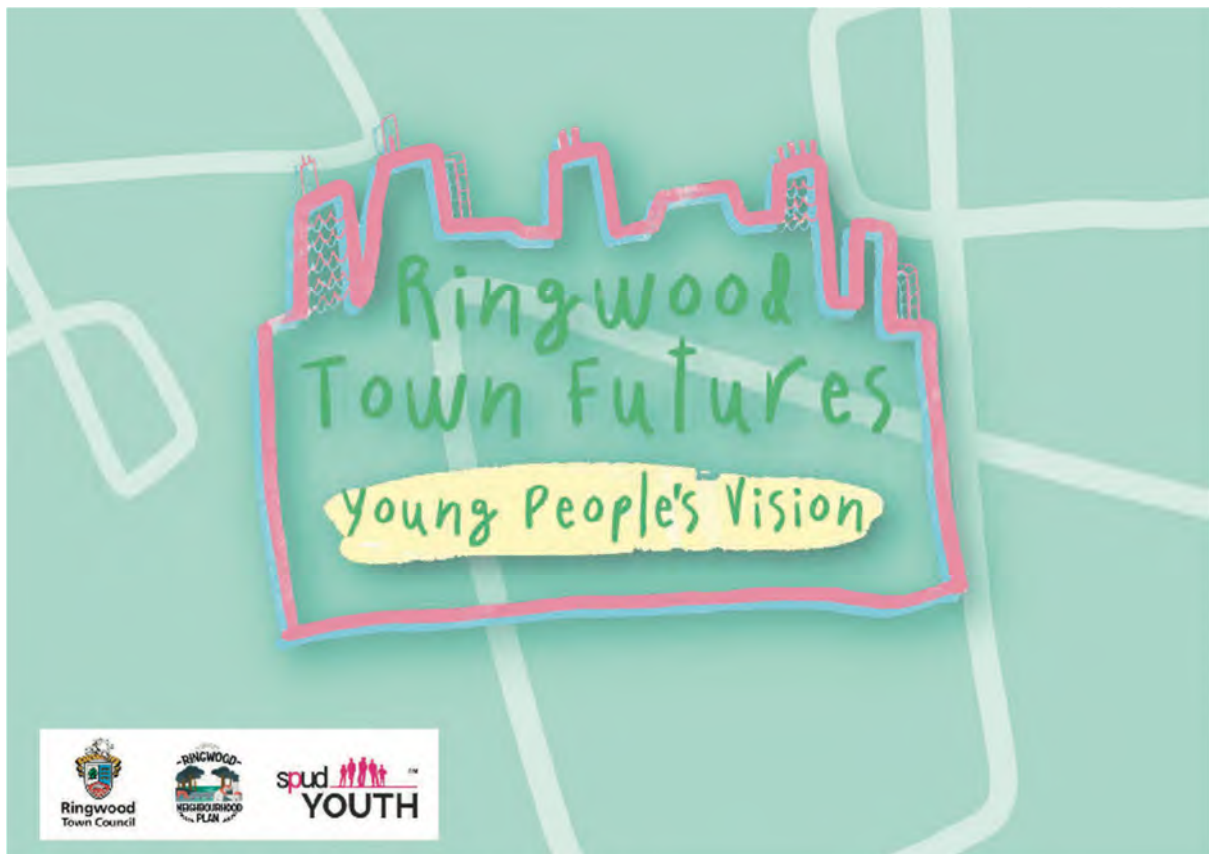
H13. Beaumont Park Survey Results

H14. NP SiteAssessFeb23 Update – Initial assessment of possible small housing sites

H15. NP SitesMap Oct22 – Map of possible small housing sites



## Appendix 3 - Ringwood Town Futures Youth Report



We must remember:

***"Young people are the future inhabitants of our towns and cities, therefore it's critical their voices are heard"***

# Introduction



## Ringwood Neighbourhood Plan

For a Neighbourhood Plan (NP) to have real local credibility, it must be prepared by the community that lives in, works in and uses the Neighbourhood.

The Ringwood Neighbourhood Plan Team wants to ensure community engagement and participation not just simple consultation. To encourage an active dialogue with the younger people of the town, the team chose to work with SPUD to run workshops and drop in sessions that would capture their concerns, ideas and thoughts.

This report is the output from those sessions.

The team was encouraged by the quality of the thinking and delighted by the fresh ideas that were put forward for the future of Ringwood.

# Workshops

## Giving Young People a Voice

A series of group workshops for young people were organised by charity SPUD during October 2022. Drop-in workshops took place at the Carver Clubhouse and Skatepark and at Ringwood School. In total 30 young people took part and had an opportunity to share their ideas, through a series of written, visual and mapping activities. The following report pulls together their various thoughts and ideas and identifies some of their key priorities for potential change.



## Key Outcomes



### What matters most...

- Green spaces
- Better lighting and lighting displays
- Skate Park facilities
- Limited shops of interest to young people
- Poor bus station area
- Nothing to do in the town centre
- The old cinema to be re-used
- Attractive public art



### Love it...

What do young people love about the town and want to keep:

- green spaces e.g. Bickertley Common
- christmas lights
- public art e.g. acorn bench and Jubilee lamp
- Carvers skatepark



### Improve it...

What do young people think could be made even better with improvements:

- picnic areas and pocket parks
- better shops especially for younger people
- landmark public art
- facilities at Carvers skatepark
- improved bus stops
- a town centre cinema
- walking and cycling routes



### Loathe it...

What don't young people like about Ringwood:

- confusing buses/timetables and poor bus station area
- boring market
- poor links to other towns like Lymington
- no parking at Carvers skatepark
- no cinema
- town centre (High Street) has no greenery



# Green Spaces

Young people repeatedly talked about the importance of green spaces in Ringwood. They referred to Bickerley Common, the Castleman Trail, Carvers Park and the various pocket parks around the town. These were important spaces for them to 'hang out' and enjoy themselves with friends or family.

They also wanted to see improvements to some of these areas including:

- fitness trail/equipment along the Castleman Trail. Possible low level led, solar lighting for night use.
- lighting and a toddlers skatepark at Carvers
- a covered area over the skatepark, to make it usable year round
- better entrances and attractive picnic seating in the pocket parks
- lack of greenery/green spaces in the centre of town, especially on the High Street



# Bus Station

The area of the bus station/bus stops came up repeatedly in conversation. It was felt that the area was not attractive and there was nothing to do or see there. This made it feel unsafe and unwelcoming, especially at a key location in town for potential visitors.

Young people felt the area had the potential for some colour, artwork, planting and improved lighting. The back of the supermarket building was identified as a key area to improve.



# Public Art

A broad range of conversations were had around public art that already existed in town or could be created. Young people quickly identified the acorn bench, Furlong horses and Jubilee lamp-post as examples.

There were some great ideas to create an art trail to guide visitors into the heart of the town using the symbolism of acorns, oak leaves and trees. This could be extended into seating designs and way-markers.

Young people like the Christmas lights, but wanted to see light and colour all year round. One suggestion was to have a canopy of illuminated art strung across the High Street, possibly with a nature theme.

It was also felt that a landmark piece of sculpture was needed to act either as a gateway or to identify the centre of the town. This could also double up as some form of shelter and seating space. A covered area was something that young people wanted as a casual meeting space.



# Shops & Cafes

Young people understand that a local authority does not have the power to determine which shops occupy its town centre, but they felt that there was a strong case for making the High Street and Market Place more attractive areas so people want to spend time, shop and in turn attract new retail businesses.

It was felt strongly that there was little on offer for young people in the High Street and that most of the shops served an older audience. In fact most young people made it clear that they only ventured as far as Sainsburys or that the High Street was just an area they passed through on the way to somewhere else. None of the youngsters said they spent any time there.

Young people found themselves travelling to Bournemouth or Southampton for shopping and 'young people friendly' cafes, but again mentioned the often prohibitive cost of public transport.





# Old Cinema

Out of all the buildings in the Town Centre, the 'old cinema' on Market Place was mentioned repeatedly. Many young people said they'd love to have a cinema back in town, especially as public transport was so expensive to get to cinemas at neighbouring towns such as Bournemouth.

They also understood that sustaining a cinema in town could be difficult and suggested that the building could also have alternative uses, such as soft play, bouncy castle, party venue, cafe and that films be shown just at weekends.

The young people were also keen that the building be renovated to improve the look of the street. It could be illuminated for different holidays such as Christmas and Halloween to make an eye-catching focal point.



# Youth Space

There was a lot of conversation around a space for young people to 'hang out' and spend time with friends. Some of this linked back to the Carver clubhouse. Youngsters were not looking for a programmed youth club, but rather an informal space where they could meet, spend time with friends, buy a drink and snacks. The requirements for a space like this varied from it being fun and having music, to also having quite spaces to read and relax.

The idea of cooking facilities came up to - with young people saying they wanted to be able to cook properly and learn how to cook - not simply a meal pinged in a microwave.

Any development of a new youth space needs the input of young people from the start to gather a clear understanding of what they want, rather than make assumptions such as putting a table tennis table in.





# What Next

## Sharing young peoples ideas

The map on the following page pulls together many of the young peoples ideas and presents them in a visually cohesive and stimulating way. The map was created during the workshops with young people and illustrated by artist and local resident Daisy Kate. The map and report will be shared with the Ringwood Town Council, Ringwood School and online at: [www.spud.org.uk/spudyouthringwood](http://www.spud.org.uk/spudyouthringwood)

These ideas will be used to shape the vision of Ringwood in the Neighbourhood Plan, they will be shared with the whole of town. The Ringwood Neighbourhood Plan Team will provide feedback to those who took part and plans to continue to work with the young people of Ringwood to further develop some of the ideas.



## Appendix 4 – List of Reg 14 Consultees

### Statutory Consultees (provided by NFDC)

Bournemouth Water  
 Bournemouth, Christchurch and Poole Council  
 BT Openreach South West  
 Burley Parish Council  
 CTIL  
 Dorset Council  
 Eastleigh Borough Council Planning Policy and Design Team  
 Ellingham, Harbridge & Ibsley Parish Council  
 Entec UK Ltd  
 Enterprise M3 c/o Economic Development Team Hampshire County Council  
 Environment Agency  
 Forestry England  
 Hampshire and Isle of Wight Integrated Care Board (NHS)  
 Hampshire and Isle of Wight Integrated Care Board (NHS)  
 Hampshire and Isle of Wight Local Nature Partnership  
 Hampshire County Council  
 Hampshire County Council - Culture, Communities & Business Services (CCBS)  
 Hampshire County Council - Property Services  
 Hampshire County Council - Public Health, Adults Health and Care  
 Health and Safety Executive  
 Historic England  
 IOW Council  
 Marine Management Organisation  
 MBNL (EE and Three)  
 National Grid c/o Avison Young  
 National Highways  
 Natural England  
 Network Investment Engineer Scottish and Southern Energy  
 Network Rail  
 New Forest District Council  
 New Forest National Park Authority  
 Office of Rail and Road  
 Office of the Police & Crime Commissioner for Hampshire  
 Planning Policy Southampton City Council  
 Scottish and Southern Energy  
 Solent Local Enterprise Partnership  
 Sopley Parish Council  
 Southern Gas Networks  
 Southern Water  
 St Leonards & St Ives Parish Council  
 Test Valley Borough Council  
 The Coal Authority  
 Wessex Water  
 Wiltshire Council

### Other Consultees

Community First New Forest  
 Crow Hill Methodist Church

Crowe Hill WI  
Edward Morant, Market Charter operator  
Federation of Small Businesses  
Furlong Shopping Centre  
Go New Forest  
Hallam Mills  
New Forest Association / Friends of the New Forest  
New Forest Business Partnership  
New Forest Disability Information Service  
Parish Church of St Peter and St Paul  
Poulner Baptist Chapel  
Ringwood & District Round Table  
Ringwood & Hangersley WI  
Ringwood Actions for Climate Emergency  
Ringwood and District Community Association  
Ringwood and Fordingbridge Footpath Society  
Ringwood Business Association  
Ringwood Society  
Ringwood WI  
Rotary Club of Ringwood  
Sacred Heart & Saint Therese  
The King's Church  
The Salvation Army  
Trinity United Church  
Windward Day Services

## Appendix 5 - RINGWOOD NEIGHBOURHOOD PLAN REGULATION 14 ANALYSIS: STATUTORY BODIES

Produced by O'Neill Homer

### 1. Introduction

1.1 This note summarises the representations made by the statutory bodies on the Pre-Submission version of the Ringwood Neighbourhood Plan (RNP) during its recent 'Regulation 14' consultation period. It concludes by recommending modifications to the RNP so that it may be submitted to New Forest District Council (NFDC) and the New Forest National Park Authority (NFNPA), to arrange for its examination and referendum.

### 2. Representations

2.1 Representations have been received from:

- a. New Forest District Council
- b. New Forest National Park Authority
- c. Historic England
- d. Southern Water
- e. National Grid Electricity Transmission
- f. Health and Safety Executive
- g. Coal Authority
- h. Benchmark Development Planning OBO the Pierson Family
- i. Natural England
- j. Environment Agency

2.2 Historic England (c.) welcome the production of the neighbourhood plan but do not consider it necessary to be involved in its detailed development. Both Natural England (i.) and the Environment Agency (j.) were encouraged to submit comments on the content of the RNP and responses. The Environment Agency raises no concerns and provides information on a generic guide prepared for Neighbourhood Plans. Natural England provides generic information on a number of environmental matters and encourages the RNP to reflect the approach of the New Forest National Park Local Plan (Policies SP9 and SP10) with regards to the RNP Policy R10 approach on Green Infrastructure. Both the Local Plan and the RNP policies on Green Infrastructure seek an improvement to green infrastructure assets in the neighbourhood area. **No change necessary**

2.3 National Grid Electricity Transmission (e.) confirm they have no records of high voltage transmission lines or high-pressure gas mains and other infrastructure which fall within the neighbourhood area boundary. As the RNP does not make any allocations for new development, the information does not require amendments to the policies of the RNP.

2.4 Other statutory bodies were consulted but none have made representations. The representations from Southern Water (d), Health and Safety Executive ((f) and the Coal Authority (g.) raised no specific issues on the RNP.



2.5 Benchmark Development Planning (a non-statutory consultee) are acting on behalf of a local landowner who wishes to bring forward a rural exception housing scheme in the green belt. They confirm they support the broad thrust of the neighbourhood plan, however, they submit an objection to paragraph 5.31 and Policy R5: Smaller Housing. Their objection broadly relates to the absence of the policy and supporting text from explicitly supporting their pre-application proposal dated February 2023 (Ref: ENQ/23/20050/RES for 3 rural exception site affordable homes).

2.6 Policy HOU5 of the adopted New Forest District Local Plan 2016-2036 Part One: Planning Strategy already contains provisions in respect of ‘Rural Housing Exception Sites and community-led housing schemes’. Paragraph 16 of the National Planning Policy Framework (NPPF 2021) is clear that plans should avoid unnecessary duplication of policies and it is therefore not considered necessary to duplicate rural exception policies of this nature in the RNP. In addition, the RNP’s position regarding housing delivery is made clear in paragraph 3.10. **No change necessary**

### 3. Analysis

3.1 The representations by NFDC and NFNPA include suggested minor modifications to the text of the document, as well as those of more consequence. This note focuses only on those of greater substance as all minor modifications can be addressed in finalising the document.

3.2 In respect of Policy R6 (First Homes), NFDC reference paragraph 5.39 and reiterate their previous comments regarding ‘local connection’ affordable housing. The plan includes the laudable objective to ‘maximise opportunities for the young people of Ringwood to live in Ringwood’. This objective is reflected through Policies R5 and R6 and the intention to explore community led housing. The local marketing period set out in paragraph 5.9 reflects the ‘First Homes’ Interim guidance published by Basingstoke and Deane Council and the Marnhull S106 example in the evidence base. **It is recommended that further discussions take place with NFDC to resolve this objection (with reference to the evidence base examples) prior to submission and dependant on the outcome the policies/supporting text are adjusted accordingly.**

3.3 In respect of Policy R9 ‘Local Heritage Listing’, NFNPA support the principle of the policy and cite the guidance on Local Heritage Listing by Historic England (HE Advice Note 7 - second edition) which the RNP confirms in paragraph 5.51 has been followed. The guidance confirms (page 2) that non-designated heritage assets can be identified through Local and Neighbourhood Plans. **It is recommended in line with Planning Practice Guidance Paragraph: 040 Reference ID: 18a-040-20190723 (How are non-designated heritage assets identified?) that agreement is reached with the NFNPA (and NFDC) on how the final list of assets identified under Policy R9 are to be incorporated within each local planning authorities local lists and transferred into Historic Environment Record hosted by Hampshire CC.**

3.4 Both the NFNPA and NFDC raise concerns about the enforceability of Clause C of Policy R11 ‘Zero Carbon Buildings’ and that a post occupancy evaluation planning condition is unworkable. Post Occupancy Evaluation, as explained in RNP Appendix E, is the means by which a buildings ‘in use’ energy performance is assessed to determine whether it matches the energy performance commitment made by the planning applicant at design stage. It is the mechanism by which any disparity between ‘promised’ performance and actual performance – termed the ‘the performance gap’ – is monitored.

3.5 Section 106 of the Town and Country Planning Act 1990 (reflected in NPPF paragraph 56) has the purpose of exercising controls to secure the proper planning of an area through planning obligations.

These obligations are registrable as local land changes which are revealed in the Local Search carried out before contracts are exchanged.

3.6 Although we are unable to offer legal advice, our understanding is that a planning obligation runs with the land. As such a planning obligation can be enforced against both the original covenantor (this is usually the development site owner/developer) and against anyone who subsequently acquires an interest in the land. We also understand it is widespread practice that local authorities in drafting Section 106 agreements normally exclude purchasers of individual dwellings (and the lenders on the individual houses) from liability for some or all planning obligations. **We therefore recommend that prior to Submission the Councils are asked to provide a more detailed explanation as to why they consider a planning condition that requires a Post Occupancy Evaluation Report to be prepared to be ‘unworkable and unenforceable’. Subject to the response received there may need to be minor adjustments to Policy R11 and Appendix E.**

3.7 **In the meantime, it is also recommended that the revised version of Appendix E (attached) is inserted into the Submission Plan.** This version updates the policy background section and makes additions to the guidance in respect of the benefit to both Councils of monitoring. It also corrects a cross reference in E.02 to the Net Zero Carbon diagram on page 37 of the plan.

3.8 The NFNPA also refers to the viability impacts of Policy R11 as explained in paragraph 5.65. Since the Pre-Submission Plan was published, NFDC have resolved to consult on a Draft Planning for Climate Change Supplementary Planning Document. This includes a discussion on the benefits and costs of Net Zero carbon Development (pages 9 and 11) and the green premium UK home buyers are willing to pay (paragraph 34). **It is recommended that these are referred to in paragraph 5.65 and included in the RNP viability evidence to support policy R11.**

Other suggested modifications 3.9 Section 3 insert after 3.6:

“The Government’s Environment Improvement Plan 2023<sup>1</sup> published on 31 January 2023, sets out a range of objectives to deliver the commitments in the 25-Year Environment Plan. While the Plan covers all areas of England, National Parks are identified as playing a key role in the delivery of Government agendas for nature recovery, tackling climate change, thriving communities and inclusive landscapes.”

3.10 Policy R5 Smaller Housing: Although not referred to in NFNPA’s comments, preparation of the Submission Plan provides an opportunity to define the size of ‘smaller housing’ in the supporting text. For example, the NFNPA Local Plan Policy SP21 (The Size of New Dwellings - page 66) limits all net new dwellings within the National Park to a floor area of 100 square metres. This equates to a modest 3-bed home in line with the nationally prescribed space standards. NFDC does not include a similar requirement but does, through Policy HOU1, encourage the diversity of housing, and paragraph 6.6 acknowledges that the provision of more smaller homes will help to meet the needs of newly forming households.

#### 4. Conclusions & Recommendations

4.1 The representations from statutory consultees are generally supportive of the RNP and, with some modifications as recommended, it is considered that the plan can proceed to the Regulation 15 submission stage subject to the recommended further discussions with NFDC/NFNPA and a more detailed explanation on the use of planning obligations.

<sup>1</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1133967 /environmental-improvement-plan-2023.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1133967/environmental-improvement-plan-2023.pdf)

## Appendix 6 - Regulation 14 Other (non-statutory) Groups' Comments

Comments received from 4 other consultees (out of a potential 26)

Consultee	Comments	Response from SG
Ringwood Society	<p>Generally we would like to praise the plan for its positive policies informed by an unashamedly aspirational vision for our town. We hope this approach attracts funding for Ringwood in a similar way that considered schemes have benefitted similar sized towns like Romsey &amp; Wimborne.</p> <p>Our response is arranged, per the four plan areas, as follows:</p> <p><b>Design &amp; Heritage</b></p> <p>We welcome Local List, which we are very pleased to see. We hope Local Listings will be as positively supported by NFDC as it has been by the NFNPA.</p> <p>We welcome the proposal for an Article 4 Direction controlling unsympathetic changes and we are happy to help.</p> <p>We welcome the design code &amp; in particular the securing of the valuable RLD SPD.</p> <p>We welcome the Building for a Healthy Life tool for assessing major developments like those imposed on the town recently. If we must have them, they must be well designed places!</p> <p><b>Environment</b></p> <p>We welcome nature recovery corridors, which we hope will also protect against urban sprawl.</p> <p>We welcome policy discouraging use of tall walls and fences. We hope this will have the effect of encouraging retention of hedges.</p> <p><b>Town Centre</b></p> <p>We welcome the positive aspiration that the better use of opportunity sites seeks to promote. And further suggest Monmouth Court, Rear of Iceland, Brightwater House could be (re)considered for inclusion.</p> <p>We would be interested to see more developed thinking on some of the sites, such as the telephone exchange.</p> <p>We welcome the proposal for an Article 4 Direction controlling change of use. Ring Soc has always placed great importance on retention of shop frontages.</p> <p>We welcome the recognition that promotion of the historic drove route across the furlong and into the Market Place is a key ingredient to the success of a thriving Market Place.</p> <p><b>Market Place</b></p> <p>We welcome the aspiration for a thriving Market Place at the heart of our town. We recognise that the 'Thriving Market Place' is a project that will run parallel to the Plan and hope the project will be well consulted on as it progresses.</p> <p>We would like to take this opportunity to emphasise that any changes should preserve &amp; enhance the unique spatial characteristics of the Market Place, supporting continuation of the traditional and future events.</p> <p>We fully support proposals that create a thriving market place by altering parking or the vehicle / pedestrian balance so long as they are evidence based.</p> <p><b>Housing</b></p> <p>We welcome the efforts of the housing team to deliver less expensive homes for Ringwood people but also understand how challenging that can be to deliver.</p>	

	<p>We hope that future reviews of the plan can further explore the team's aspirations.</p> <p>Finally we would like to congratulate the Neighbourhood Plan team and are pleased that many of our own members have been able to contribute to the plan so far. We look forward to supporting its further progress.</p>	
Go New Forest	<p>Go New Forest supports the Neighbourhood Plan, whose policies fit with the aims and activities of the GNF Model - which is based on the precept that all Visitor, Environment, Resident and Business (VERB) interests are fundamentally inter-related and mutually inclusive. The proposals in the neighbourhood plan will result in a better overall experience which means visitors, whether staying or day visitors, are more likely to respect and connect with the local cultural heritage, environment, residents and businesses, and are consequently more likely to invest in it, both emotionally and financially. The importance of vibrant and economically thriving towns and villages in the New Forest is crucial and the provision of affordable housing to encourage young families, who are actively contributing to the local economy, is a vital component of the future growth and economic future of the town. Ringwood is a unique market town, and the proposals in the Neighbourhood Plan to enhance the quality of its natural landscape, biodiversity and cultural heritage while respecting its local character and distinctiveness will undoubtedly ensure Ringwood remains a thriving market town and a highly attractive place to visit or live.</p>	
Ringwood Actions for Climate Emergency	<p><b><u>Context</u></b> This report was produced by a subset of interested volunteers and has been approved by the Board of Trustees. The Board appreciates that aspects of this plan may change due to comments received and as part of the independent examination stage.</p> <p><b><u>Overview</u></b> RACE supports the overall direction and vision of the Plan and appreciates the amount of time and effort put in by Ringwood Town Council and the volunteers to get to this stage. Since, if the Plan is voted for in a referendum, the policies would be used to assess planning applications the emphasis on environment and wildlife friendly design is welcomed.</p> <p><b><u>Developments</u></b></p> <ul style="list-style-type: none"> <li>• The use of Brownfield sites for future housing is supported.</li> <li>• Using the Biodiversity Net Gain (BNG) metric for developments of 10 or more houses is considered to be a good way of putting nature into the equation when allowing development.</li> <li>• With Zero Carbon buildings the suggestions in Policy R11 were accepted completely. The team raised a concern over how these requirements can be enforced and whether this could be strengthened in the Policy or whether it would be addressed in the Implementation and Monitoring phase of the Plan.</li> </ul> <p><b><u>Wildlife</u></b></p> <ul style="list-style-type: none"> <li>• Policy R7 was welcomed as a way of ensuring that new developments are wildlife friendly.</li> <li>• It is recognised at this stage that the Neighbourhood plan can only offer an overview and there is a need for more detail in some areas. <ul style="list-style-type: none"> <li>○ On Policy R10, wildlife corridors, RACE would be happy to work with the Town Council once the Plan is made to ensure that these wildlife friendly corridors are appropriate and well designed.</li> <li>○ Further, RACE would welcome more information on the any projects arising from The Parish Nature Recovery Strategy and Guidance report in due course.</li> </ul> </li> <li>• Including a commitment to minimise light pollution can only be a good vision, both in terms of carbon footprint as well as for the benefit of wildlife.</li> </ul>	



	<p><b><u>Transport</u></b></p> <ul style="list-style-type: none"> <li>• With regard to encouraging active healthy travel, Policy R12, the suggestions within The Neighbourhood Plan start to address the issues currently faced within new developments. In addition, it is accepted that there are many difficulties in an old market town in improving the ability to walk or cycle, more particularly in accessing central Ringwood from further afield, it is good to see desire for this to be addressed as far as practicable.</li> </ul>	
<p>Parish Church of St Peter and St Paul (Ringwood Parish Church)</p>	<p>I have two comments to offer on behalf of Ringwood Parish Church.</p> <ol style="list-style-type: none"> <li>1. We need to ensure that vehicular access is maintained to the church at all times. This must allow for funeral and wedding cars, but also those who work at the church through the week and at the weekend, and contractors maintaining and repairing the church building and churchyard.</li> <li>2. The church has previously had conversations with Ringwood Town Council about the possibility of a footpath from the Furlong car park into the churchyard and down to the Market Place. This would provide much more direct access from the Furlong to the Market Place than any of the other options, and we would welcome the opportunity to revisit this suggestion and progress it.</li> </ol> <p>Otherwise we welcome the plans.</p>	<p>Comments noted and to be included in future work in the Thriving Market Place concept.</p>

## Appendix 7 - Regulation 14 Consultation Comments – Public

The public consultation on the pre-submission version of the Ringwood Neighbourhood Plan (RNP) ran from 6th February to 19th March 2023. Members of the public were invited to provide comments via paper forms, on-line or in person.

All the comments from the paper and on-line forms and the proposed impact on the NP are listed here. A summary of the in person responses is include in the main document above

### Ringwood Neighbourhood Plan 2023 – 2036 Pre-Submission – Regulation 14 Consultation

#### Comments submitted using paper response forms

No	Are you broadly happy with the Pre-Submission Plan?	If you would like to comment on any specific parts of the Plan, please provide an overview below	Please provide your postcode	Impact on Neighbourhood Plan and actions arising
1	No	Two Omissions: 1 x Doctors Medical Centre 2 x Schools	BH24 1AB	Schools and medical centres are a concern as a result of the development of the Strategic Sites within the NFDC Local Plan and any requirements should be addressed as part of those developments. Therefore outside of the scope of the NP.
2	No	Regarding the Market Place – we cannot lose any parking spaces in town. – How many houses being built? There must be vehicular access to West Street. E.G. Church (weddings and funerals). Shops will lose business – Nationwide Building Society is closing two days a week from April. How long before it closes altogether? HSBC has already closed.	BH24 1XL	Requires clarification about vehicular access in the visual and written elements of the NP. There is no intention to remove vehicular access Further consultation on the Thriving Market Place project will be required as it progresses as part of the implementation of the NP
3	Yes	<ol style="list-style-type: none"> <li>Probably too detailed, but green area parallel (south) to A31 needs to be considered for wildflower and beneficial to insects, trees/shrub planting.</li> <li>Better pedestrian access under roundabout from North – was designated route during roadworks, now deemed unsafe – Why? Never been a problem.</li> <li>All new housing needs solar panels, and/or ground source heat pumps.</li> </ol>	BH24 1AS	<ol style="list-style-type: none"> <li>Whilst too detailed for NP RTC could consider in any plans for green spaces that they own</li> <li>Not part of NP but RTC should discuss with Highways</li> <li>Agreed this is part of Policy R11.</li> </ol>
4	No	I do not agree with narrowing of the high street so lorries or big delivery vehicles can pass without their mirrors coming over the pavement.		Requires clarification, there is no intention to narrow the High Street Further consultation on the Thriving Market

		<p>I do not agree with removing parking in The Square. Whether or not people shop there they are spending money somewhere in the town. It also gives the area a sense of life, not an empty place.</p> <p>The reversal of Meeting House Lane will cause problems between Friday's Cross and Greyfriars. That road is narrow as it is and effects traffic flow right back to Castlemans.</p>		<p>Place project will be required as it progresses as part of the implementation of the NP</p> <p>RTC progressing this outside of the NP</p>
5	Yes	<p>I am concerned about market place parking – not during the day but the evenings as I have an elderly mother and need local (disabled?) parking to use restaurants.</p>	BH24 1QP	<p>Further consultation on the Thriving Market Place project will be required as it progresses as part of the implementation of the NP</p>
6.	No	<ol style="list-style-type: none"> <li>1. According to your plan you intend to enhance facilities for walking and cycling but since the “so called” improvements to the A31 our options for walking into town are non-existing when the A31 underpass is flooded (quite frequently). Also, the poor pedestrian crossing, lighting and speed of traffic on slip roads make this part of our walk very hazardous.</li> <li>2. Ringwood is an ancient market town and the market place ambience should remain a prime objective of your plan rather than turning the area into a Parisian Café Boulevard which would be totally out of keeping. Ringwood’s worst side is the empty shops and dilapidated facades, some of which have been around for years. First encourage the return of vibrant independent shops and your visitors return!</li> </ol>	BH24 1LR	<ol style="list-style-type: none"> <li>1. No change to NP – but RTC to discuss with Highways</li> <li>2. Further consultation on the Thriving Market Place will be required.</li> </ol>
7	Not sure	<p>I live in Strides Lane and I want to ensure that I can still drive my car to and from my home. <i>Email: dickinsonkerryann@gmail.com</i></p>	BH24 1EE	<p>Requires clarification about vehicular access in the visual and written elements of the NP. There is no intention to remove vehicular access</p>
8	No	<p>We need easy access for cars to the Market Place – from the High Steet and down Meeting House Lane from the car park area. That is the only way people will see shops and facilities in the Market Place.</p> <p>What about town events like Christmas Lights and Carnival if Market Place is reduced in size?</p>	BH24 1DR	<p>Requires clarification about vehicular access in the visual and written elements of the NP. There is no intention to remove vehicular access and no intention to reduce the size of the Market Place</p>
9.	Yes	<ol style="list-style-type: none"> <li>1. For the Market Place improvements to be a success it needs the redevelopment from the existing Furlong to the old regal cinema.</li> <li>2. Additional nearby tourist parking needs to be created.</li> </ol>	BH24 1SJ	<p>The old Regal Cinema is privately owned and is definitely a site that all would like to see developed. But is not part of the NP due to private ownership.</p>
10.	Yes	<ol style="list-style-type: none"> <li>1. 20mph speed limit on road near schools, E.g. Hightown Road, Parsonage Barn Lane and School Lane with speed humps or similar to help enforce it.</li> </ol>	BH24 1NL	<ol style="list-style-type: none"> <li>1. Not within remit of NP, RTC to discuss with Highways</li> </ol>

		2. Better access needed to the Crown Arch Lane Industrial Estates from the A31, rather than the unsuitable access via Eastfield Lane and Hightown Road as is now. (Could be incorporated in the proposed development North of Hightown Road).		2. Not within remit of NP but reinforces the need for a good access road as part of this strategic site development
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11	Yes		BH241SH	
12	No	The new cut through to the industrial park (carvers) is what we are very concerned about. We live in Carvers Lane and feel this will make our lane busier and de-value our properties	BH241LB	There is no immediate plan to change this, should an application come forward then this would need careful consideration.
13	Yes and No	What about Town Centre Parking? No town centre parking will affect business/traders/shops		Parking provision to be addressed once HCC surveys are complete. Disabled parking to be included
14		Please strongly consider a repair shop / repair café. This would potentially reduce landfill and help with environmental issues as well as aiding the cost of living and help with establishing human to human contacts, community, learning, intergenerational activities	BH24 1RZ	Outside the scope of the NP, however could be discussed with local Community Groups
15	Yes and No	Broadly speaking the plan to improve the town is fine, however speaking to many of the traders in the market square and surrounding shops the lack of proposed parking in that area would have a detrimental effect on our businesses, in this country people do not sit outside drinking coffee from October to April, but they do come into that part of town, park and shop all year round. We need parking as it is now.		Parking provision to be addressed once HCC surveys are complete and should consider seasonality and times of the day. Disabled parking to be included

Ringwood Neighbourhood Plan 2023 – 2036 Pre-Submission – Regulation 14 Consultation

Comments submitted using online form

No	Are you broadly happy with the Pre-Submission Plan?	If you would like to comment on any specific parts of the Plan, please provide an overview below	Please provide your postcode	Impact on Neighbourhood Plan and actions arising
1	Yes	I am curious about the use of shared space in the market place and the encouraging of outside dining, etc. There is still the bus depot at the end of the Market Place which requires 'heavy' vehicles to be driven through what is envisaged to become a more pedestrianised area, this obviously has safety risks and also is not good visually. Has any thought been given to utilising some of the long stay car park for a relocation of the bus depot, bring the transport hub closer together and minimising that traffic through the market place and making use of that end of the high street and helping to 'bring it to life' as it always feels like the forgotten area of the town, with for longer term parking or for another more aesthetic use linking in with the park down there?	BH24 1NU	Relocation of the Bus Depot to be included in any development of the Market Place.

		It would also help to link in facilities such as the Fish Inn and add some vibrancy to that area?		
2	Yes	I am interested in the section that involved young people and presented their views on the future of the town. I would like to see further engagement of young people at later stages and building on their thoughts concerning more things to do and places to go. There should be greater attention in general to developing recreational space and facilities.	SP6 1RH	It is suggested that RTC continue this engagement through Carvers Working Party in the first instance. If the NP is made then engagement with young people in the implementation should be included
3	N/A	Test response – now deleted	N/A	N/A
4	Yes	Very good ideas. Pleased especially with the plans for the market place - great to see the streateries idea - an open dining and entertainment area in the market place would be an asset to the town.  Would like to see Southampton road vehicle entrance to Carvers Industrial estate closed to make the pedestrian route from town to Poulner safer and more attractive. Currently it feels like leaving town when crossing Mansfield rd.  Signage should include Greyfriars and the Barn to assist their development as destinations.  Would like more cycle parks and permitted use of e scooters.	bh24 1rh	Great project ideas, to be reviewed against the Town Council Strategy and Project List.  To be reviewed against Project List To be reviewed against Project List
5	Yes	/There is no reference specifically to the central car car park design/access - This is currently illogical - As to get in, you have to go past the exit, so to exit you have to wait for cars to go past. How long have we all spent trying to exit? - And emitting fumes into the air all the time. _ there is no reference regarding long term solution to car park access.  Although good that cycling is referred to, but this generally makes reference to "parking" bikes - There should be consideration as to what practical routes people would take to get into town from ie, Poulner or Hightown as currently when you "hit" the town centre it is dangerous.  South side of Southampton Road - (near the chinese takeways) - this area is very busy on an evening and this should be taken into consideration, not just to look pretty during the day .  There is no reference to what is to be done to the town's green spaces? - Are they to be left as they are or made more "park-like" - The Bickerley is used differently to Carvers. The Bickerley is near town, but there are no facilities to walk there and eat lunch for instance, or should there be a basketball area or similar for kids? Certain areas should be rewilded - Areas around the Bickerley and smaller parcels ie the ones either side of Southampton road just at the flyover/Parsonage Barn Lane junction - These should not be just left, but actively re-wilded.	bh241hs	This matter has been previously raised with NFDC and there are no plans to change the design  To be addressed as part of LCWIP project?  Potential for a strategy for Green Spaces.  Requires discussions with Highways – outside of NP



		The focus has been on the town centre, but in reality most of us do not visit the town every day and there is a need to improve the rest of the town - there are other general concerns - ie road /pavement widths in certain areas/cycle lanes etc and how these can be improved to the benefit/safety of all of some sort out of the centre - This may involve changing layouts/adding one systems to "guide" us in to town smoothly.. and I would have thought a local traffic strategy should also be part of the report.		
6	No	What is the overall purpose(s)? Who is going to fund? Who is going to benefit? No financial implications presented. One page in Appendix A shows someone sitting on the ground leaning against a pillar - an acknowledgement of the homeless???	BH24 3RG	Purpose to be reiterated in subsequent communications.
7	No	I have tried to read them, but to someone without a degree in town planning they consist of pure jargon (hence the need for a massive glossary). Please could a document be created that is user friendly for mere mortals	BH24 1AX	Summary document created.
8	No	I have no faith or trust that you will ensure the best for rinfwoid town	BH 24 1LA	
9	Yes	The entire market place and high street should be made pedestrian area at least from 9am to 5pm. also the bus station could be moved to where the recycling point is, to avoid buses and coaches driving through the furlong crossing	BH24 1AS	HCC traffic surveys will inform approach
10	No Comment	"Affordable Housing". Existing residents of Ringwood - or, more likely, their children - should be given priority over 'outsiders' when acquiring any Affordable Houses that are to be built within Ringwood under "The Plan". There should also be safeguards/criteria drawn up to prevent Buy-To-Let Landlords/Agencies swooping in and hi-jacking said properties, thus denying Ringwood's youngsters of their aspirations of actual property ownership.	BH24 1XY	The strength of feeling on Affordable Housing for locals is well understood. The potential for this was reviewed and the NP is not able to include such a policy.
11	Yes	I always thought the high street looked tired and parts of it look dated and messy. It would be nice if all the shop fronts had a similar cladding. Burford in the Cotswolds has a very lovely avenue of shops that have similar fronts. People travel there because it's so lovely. The plan is leading to it but the high street could definitely do with some social bars/cafes that could be open in the evenings and spill out in to the street, the street being closed for vehicles. Certainly in the summer time.	Bh24 1ud	The Design Code included in the NP will help with this
12	No	Benchmark Development Planning Ltd (see email to //@ringwoodnp.org.uk 02/03/23) is promoting on behalf of the owners (The Pierson Family) a "Rural exceptions Housing Site" at the end of New Road (NFDC ref: ENQ/23/20050/RES) for 3 affordable houses. RNP paras 5.31 and Policy R:5 Smaller Housing would support this proposal. The RNP should be amended to support this opportunity.	BH24 3AU	Separate letter provided. Responded to outside of the NP
13	Yes	I am broadly in agreement with everything and welcome the recognition that the Market Place must become more attractive to businesses and the public. However I cannot see how that can happen while the bus garage remains in its present site with the resultant traffic and fumes which are not conducive to people eating and drinking outside. I am happy to support the reduction in free parking in the area and hope that perhaps those who are against this can be appeased by additional free parking in other areas away from the market place.	BH24 3LJ	Relocation of the Bus Depot to be included in any development of the Market Place.

14	Yes	Various comments offered.	BH24 1LF	
15	Yes	Arches or other visual welcomes are required at both ends of Star Lane. Pedestrians need to be encouraged to flow in both directions. Remodel the War Memorial Garden to remove the dark periphery path and replace with paths through the middle. Our Town Plan should show greater awareness of the NFDC District Plan and implications for the town. When talking about pedestrian and cycle links to the Forest please note that Milky Down is a lovely route and the link should be promoted and encouraged.	BH24 1LF	Great project ideas, to be reviewed against the Town Council Strategy and Project List.
16	No	I found the 'exhibition of the pre-submission plan' too outline to comment upon in detail. What I did observe was its concentration on ignoring the New Forest Market Town and its history in favour of prettying up the high street/market square with a bijou eating area. There was no encouragement for business in the High Street or Market Place and no ideas on how to increase the stalls in the Market Place. The access to the Square and High Street was described as currently looking as though it led nowhere of interest. I will write a longer letter that is not just a comment with one string to it. This is a most unsatisfactory form of comment and very poorly constructed. I have moved to West Moors a year ago after 55 years of residence in Ringwood. The Council has done nothing to avoid its continuing demise. All it does is help the Furlong.	BH220JQ	The purpose of the Thriving Market Place and vision is to celebrate the town's heritage and bring more people into that area.  The Furlong is privately owned and employs Marketing and Facilities Management Staff
17	No	Market square concept is flawed on two specifics - parking ban and exclusion of any detail as to the old cinema which is the single biggest eyesore in Ringwood	BH24 2QF	Parking provision to be addressed once HCC surveys are complete. Disabled parking to be included  Old cinema is privately owned and currently there are no funding sources to purchase or improve this.
18	No	Market Place flawed concept: Concept 1 - banning cars: I go to Ringwood on a daily basis and am a regular visitor to the market place pubs and restaurants. During Covid and for a period of time after, the polarity of traffic in Meeting house lane was reversed. At a similar time access to the A31 past The Fish was stopped. The combination of these actions left the Market Square and High street with much less footfall. The pubs and restaurants such as Framptons, and the Star really suffered. When the polarity was reversed back there was an immediate uplift in trade because people could park in the square. The concept of this being pedestrianised area where people mill around in outdoor cafes is a pipe-dream. It is too cold/wet to be outside for about 8 months of the year. When you go into Ringwood on an evening where all the parking spaces are full (including around the central lamppost where I note people are now ridiculously getting tickets) there is a direct correlation to how busy the restaurants and pubs are. Concept 2 - The Old Cinema. The entirety of the plan for Ringwood Town centre is utterly meaningless and a	BH24 2QF	Needs clarification in NP that the intention is not to pedestrianise the Market Place  Parking provision to be addressed once HCC surveys are complete. Disabled parking to be included  Old cinema is privately owned and currently there are no funding sources to purchase or improve this.

		pointless waste of time and money until this EYESORE, now vacant for at least 25 years is sorted out. There has to be some form of compulsory purchase that kicks in by law. The property is a disgrace and occupies not only a huge plot but also a massive part of what consists of the market square frontage. It needs tearing down. In doing so it would also rid of the eyesore of the car wash and provide exactly the joined up access from the Furlong area to the market space that is constantly referred to as being needed. Failure to make this priority number 1 negates most of the rest of the town plan. Yet there is only a few words on it in the entire plan saying "plans are being considered".		
19	Yes	I drafted comments - but they were too lengthy for this response box! So I have emailed them to the contact@ringwoodnp.org.uk email box. I hope they can be included.	BH24 3LZ	
20	No comment	<p>I appreciate how much work has gone into this but I do consider it a missed opportunity. I have a number of comments but I will keep my main issues. Firstly the objectives are far too vague, there is no way that the SMART criteria can be applied to them, therefore the whole plan becomes generic and unmeasurable.</p> <p>Secondly my focus is on biodiversity and wildlife and there is nothing of note in the plan, except for vague comments about corridors and a bit about Ringwood South linkage between the Avon and new Forest, nothing in the built up area. All green areas are lumped together, mown areas of grass are nearly as sterile as tarmac, but there is nothing about mowing regimes, regeneration, wildflowers, the impact of invasive species (see recent Plant Atlas announcement) etc. Poulner Lakes is the only wild area within the town of Ringwood and is again just a green area. It has over 130 species of wildflowers and must be specifically protected under the plan.</p> <p>Thirdly there is nothing about the elephant in the room that makes Ringwood unattractive - the car park, what is being done to at least ameliorate the impact?</p>	Bh24 1LS	<p>Strategy for Green Spaces to be considered outside NP</p> <p>Car park is NFDC owned.</p>
21	Yes	Thank you for the plan. I would like to see greater emphasis on making Ringwood and surrounding areas a good place for all and by that I mean places where people and families on low incomes can enjoy the surroundings and facilities. I would like walking and cycling routes that are family friendly. More individual bicycle parking such as on the high street. The main issue in Ringwood at present is the neglect of street cleaning and landscaping. It is much more pleasant to visit Romsey or Wimborne which are cleaner and better looked after. Please rather look after what we have got in terms of the town centre rather than expensive modifications. Also landlords should be made to maintain their shops and properties. More flats above shops could help with affordable housing. I would also like less unnecessary night time lighting in residential areas and a campaign to discourage tarring over front gardens for parking when other options are greener.	BH24 1SX	Very valid comments but outside the scope of NP in general. However further work on walking and cycling routes as part of LCWIP will be undertaken

22	Yes	<p>Go New Forest supports the Neighbourhood Plan, whose policies fit with the aims and activities of the GNF Model - which is based on the precept that all Visitor, Environment, Resident and Business (VERB) interests are fundamentally inter-related and mutually inclusive. The proposals in the neighbourhood plan will result in a better overall experience which means visitors, whether staying or day visitors, are more likely to respect and connect with the local cultural heritage, environment, residents and businesses, and are consequently more likely to invest in it, both emotionally and financially. The importance of vibrant and economically thriving towns and villages in the New Forest is crucial and the provision of affordable housing to encourage young families, who are actively contributing to the local economy, is a vital component of the future growth and economic future of the town. Ringwood is a unique market town, and the proposals in the Neighbourhood Plan to enhance the quality of its natural landscape, biodiversity and cultural heritage while respecting its local character and distinctiveness will undoubtedly ensure Ringwood remains a thriving market town and a highly attractive place to visit or live.</p>	BH24 3BA	
23		<p>I PERSONALLY THINK you all have one he'll of a lot to do.and it's not by what your ideas are for the Mkt Place the first thing you need to do is sort the Regal out to be active.And I don't mean flats .get some activity interests .The biggest let down cllrs decisions to see it an eye sore Try harder.in the interests of the local people Not property developers looming in. Sort The Furlong out .That now long empty shop in the entrance to the Mkt another ghastly site. Ringwood cannot improve be eating.houses expensive salons .it's a mess.I am.hoping to make a personal visit soon.</p>	Received via email	Old cinema is privately owned and currently there are no funding sources to purchase or improve this.

RINGWOOD NEIGHBOURHOOD PLAN

2023 - 2036

JUNE 2023

BASIC CONDITIONS STATEMENT

Published by Ringwood Town Council under the Neighbourhood Planning (General) Regulations 2012  
(as amended)



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## 1. INTRODUCTION

1.1 This statement has been prepared by Ringwood Town Council ("the Town Council") to accompany its submission of the Ringwood Neighbourhood Plan ("the Neighbourhood Plan") to the local planning authority, New Forest District Council ("the District Council"), under Regulation 15 of the Neighbourhood Planning (General) Regulations 2012 ("the Regulations").

1.2 The Neighbourhood Plan has been prepared by the Town Council, the 'Qualifying Body' for the Neighbourhood Area ("the Area"), which coincides with the boundary of the Parish of Ringwood, shown on Plan A below. The District Council designated the Area in February 2021.

1.3 The policies described in the Neighbourhood Plan relate to the development and use of land in the designated Area. They do not relate to 'excluded development', as defined by the Regulations. The plan period of the Neighbourhood Plan is from 2023 - 2036, which corresponds with the plan period of New Forest District Council Local Plan 2016 - 2036 Part 1 and the New Forest National Park Local Plan 2016 - 2036.

1.4 The statement addresses each of the 'Basic Conditions', which are relevant to this plan, required of the Regulations and explains how the submitted Neighbourhood Plan meets the requirements of paragraph 8 of Schedule 4B to the 1990 Town & Country Planning Act.

1.5 The Regulations state that a Neighbourhood Plan will be considered to have met the Conditions if:

- a) Having regard to national policies and advice contained in guidance issued by the Secretary of State, it is appropriate to make the Neighbourhood Development Plan,
- b) (Not relevant for this Neighbourhood Plan),
- c) (Not relevant for this Neighbourhood Plan),
- d) The making of the Neighbourhood Development Plan contributes to the achievement of sustainable development,
- e) The making of the Neighbourhood Development Plan is in general conformity with the strategic policies contained in the development plan for the area of the authority (or any part of that area),
- f) The making of the Neighbourhood Development Plan does not breach and is otherwise compatible with retained EU obligations.

1.6 The responsibility for determining if a Neighbourhood Plan has had regard to national policy and is in general conformity with strategic policy rests with a combination of the qualifying body, the local planning authority and the independent examiner

(Planning Practice Guidance §41-070 and §410-074). Case law, established in the Tattenhall Neighbourhood Plan in 2014 (see §82 of EWHC 1470) but endorsed by the Courts on a number of occasions since, makes clear that:

*“... the only statutory requirement imposed by Condition (e) is that the Neighbourhood Plan as a whole should be in general conformity with the adopted Development Plan as a whole ... any tension between one policy in the Neighbourhood Plan and one element of the ... Local Plan (is) not a matter for the Examiner to determine.”* (our emphasis)

1.7 The case acknowledged that there will often be tensions between different strategic policies when considered against the non-strategic policies of a specific local area covered by a Neighbourhood Plan. It sensibly concluded that such tensions can only be resolved by the qualifying body using its planning judgement to strike an appropriate balance across the plan as a whole. The examination tests the extent to which the qualifying body has exercised its judgement in a reasonable way.

1.8 It is noted that the case law has not yet explicitly established the same principle for Condition (a) in respect of the regard to national policy, but it seems reasonable to expect the Courts would reach the same conclusion, given there will also be a range national policies influencing plan making, and that some of those policies may also be in tension. It is therefore expected that the examination of this Condition will take the same approach as Condition (e).

1.9 For these reasons, sections 3 and 5 of this Basic Conditions Statement highlight how policies of the Neighbourhood Plan are considered to meet Conditions (a) and/or (e), explaining how the qualifying body has exercised its judgement in those cases “where different parts of national policy need to be balanced” (§070) and how it has taken into account the criteria of §074 on general conformity. Finally, it explains how the Neighbourhood Plan as a whole meets Conditions (a) and (e).



*Plan A: The Ringwood Designated Neighbourhood Area*

## 2.BACKGROUND

2.1 The decision to proceed with a Neighbourhood Plan was made by the Town Council in 2020. The key driver of this decision was a sense of wanting to plan positively for the future of the Parish, with the encouragement of the District Council to local communities to prepare Neighbourhood Plans. The Town Council considered having a Plan would improve the way in which future development proposals, however modest, are managed.

2.2 A steering group was formed comprising residents and Town Council representatives. The group has been delegated authority by the Town Council to make day-to-day decisions on the preparation of the Neighbourhood Plan. However, as the qualifying body, the Town Council approved the publication of the Pre-Submission plan in February 2023 and the Submission Plan now.

2.3 The Town Council has consulted the local community extensively over the duration of the project. It has also sought to work closely with officers of the District Council, and where relevant officers of the National Park, to collate and examine the evidence base, to design and iterate policy proposals and to define the proper relationship between the Neighbourhood Plan and the Local Plan. The nature and outcome of these various publicity and consultation exercises are set out in the separate Consultation Statement.

2.6 The Neighbourhood Plan contains 12 land use policies (R1 – R12), which are defined on the Policies Map where they apply to a specific part of the Area. The Plan has deliberately avoided containing policies that duplicate saved or forthcoming development plan policies or national policies that are already or will be used to determine planning applications. The policies are therefore a combination of site-specific allocations or other proposals and of development management matters that seek to refine and/or update existing policies.

### 3. CONDITION (A): REGARD TO NATIONAL PLANNING POLICY

3.1 The Neighbourhood Plan has been prepared with full regard to national policies as set out in the National Planning Policy Framework (NPPF) and is mindful of the Planning Practice Guidance (PPG) in respect of formulating Neighbourhood Plans, as set out in Table A. In overall terms, there are four NPPF paragraphs that provide general guidance on neighbourhood planning, to which the Neighbourhood Plan has directly responded:

#### General Paragraphs

3.2 The Town Council believes the Neighbourhood Plan “support(s) the delivery of strategic policies contained in local plans ... and ... shape(s) and direct(s) development that is outside of these strategic policies” (§13). It considers the Neighbourhood Plan contains only non-strategic policy proposals or proposals that refine strategic policy to fit the circumstances of the Area without undermining the purpose and intent of those strategic policies (§18). It considers that the Neighbourhood Plan sets out more “detailed policies for specific areas” including “the provision of infrastructure and community facilities at a local level, establishing design principles, conserving and enhancing the natural and historic environment and setting out other development management policies” (§28).

3.3 The Town Council considers that its Neighbourhood Plan has provided its communities the power to develop a shared vision for the Area that will shape, direct and help to deliver sustainable development, albeit in a modest way, by influencing local planning decisions as part of the statutory development plan. The Neighbourhood Plan contains no site allocation proposals nor any other policies that will result in less development than set out in the strategic policies for the area (§29). In this regard, the NPPF provisions of meeting local housing needs (as per §65/§66) are not relevant to this Neighbourhood Plan.

#### Specific Paragraphs

3.4 Each policy engages one or more specific paragraphs of the NPPF. Those that are considered to be of the most relevance and substance are identified in Table A below.



**Table A: Neighbourhood Plan & NPPF Conformity Summary**

No.	Policy Title	NPPF Ref.	Commentary
R1	A Spatial Plan for Ringwood	16, 21, 86, 93, 120, 147, 176	Ringwood is expected to fulfil its role in the District of a town centre, the most sustainable location for more new development, however such development needs to be consistent with maintaining and enhancing their character as set out in the District Council's Local Plan Policies STR1, STR2 and STR4. The Neighbourhood Plan uses this definition of the town in the settlement hierarchy as a 'clear starting point' for its 'non-strategic policies' (§21).The policy seeks to establish a clear spatial strategy for Ringwood so it is evident how a decision maker should react to development proposals (§16). The spatial strategy seeks to focus development on brownfield land and developable land within the settlement boundary as per NPPF provisions for the efficient use of land (§120) which will protect the surrounding Green Belt (§147) and the New Forest National Park (§176) and ensuring the self-containment of the town centre (§86). The policy also recognises the local centre at Poulner serving that part of the community further away from the town centre (§93).
R2	Maintaining a Successful and Prosperous Town Centre	86, 93, 190	This policy, through a series of measures, seeks to promote the retention and development of the town centre to secure its vitality and viability in line with §86 and §93, in conjunction with protecting its sensitive historic character (§190).
R3	Making Better Use of Opportunity Areas in the Town Centre	86, 122, 102	This policy establishes specific regeneration opportunities to grow and diversify the town centre as set out by the Ringwood Strategic Masterplan Report and in accordance with §86. The Masterplan Report also identifies opportunities to promote walking and cycling (§102) and the policy requires proposals to take this into account.
R4	Shops and Parades Within and Outside Defined Local Centres	84, 93	This policy seeks to promote the retention and development of the defined Local Centre in Poulner, as well as individual shops in the Parish located outside of the Local Centre, which play an important

			role in serving the local community.
R5	Smaller Housing	61	These policies seek to influence housing mix for housing developments to deliver a wide choice of homes that reflects local demand and to create a demographically balanced community (§61). Policy R6 also seeks to ensure that the requirement for the provision of First Homes set out in a Written Ministerial Statement on 24 May 2021, and subsequently incorporated into planning practice guidance, is provided where applicable. As the Parish is 'washed over' by Green Belt, First Homes Exception Sites are unable to come forward in the parish, and so the 25% requirement is important to secure, to allow this product to come forward in the town.
R6	First Homes		
R7	The Ringwood Design Code	127, 128, 176	'Neighbourhood planning groups can play an important role in identifying the special qualities of each area and explaining how this should be reflected in development' (§127). The policy seeks to bring 'clarity about design expectations' within Ringwood town and the wider Parish (§128) as well as its location within and adjoining the National Park (§176). The specific matters included in the policy 'provide a framework for creating distinctive places' to deliver a 'consistent and high-quality standard of design' (§128).
R8	Building for a Healthy Life	133	This policy seeks to ensure that proposals consider the health of residents by applying the Building for Healthy Life design assessment tool (or equivalent) in accordance with §133.
R9	Conserving Local Heritage Assets	203	This policy identifies a number of local heritage assets to engage the provisions of §203. They have been derived from local history analysis and have been evaluated against the criteria advocated in the guidance published by Historic England.
R10	Creating a Green Infrastructure and Nature Recovery Network	153, 174, 179	The policy defines the green infrastructure network as one means of ensuring the future resilience to climate change impacts and to support nature recovery (§153 and §174). The policy contributes to and enhances the natural and local environment by minimising impacts on and providing net gains for biodiversity, including by

			establishing coherent ecological networks that are more resilient to current and future pressures through identifying, mapping, and safeguarding these components. It is therefore consistent with the aims of §174 and §179 in these respects.
R11	Zero Carbon Buildings	56, 152, 155, 157	<p>This policy is a local response to a global challenge, the local community being convinced by the international evidence that ensuring zero carbon building performance through the PassivHaus standard is the most simple and cost-effective approach to take. It does not require that this standard is met but instead seeks to incentivise its use by exempting applicants using the standard from the requirement of the policy to provide a Post Occupancy Evaluation report. This provision for buildings is consistent with PINS model conditions of this type and is therefore considered in line with the use of planning conditions, as per §56.</p> <p>In doing so, it is consistent with the explicit climate change aims and provisions of §152, §155 and §157. It is inspired by innovative development plan making work in other parts of the country that has demonstrated this type of provision is necessary and possible in managing development proposals until national policy provisions are implemented. Other neighbourhood plans that have included this identical provision have been successfully examined and made elsewhere.</p>
R12	Encouraging Active and Healthy Travel	104	The policy requires that transport issues are considered from the earliest stages of development proposals so that opportunities to promote walking and cycling are identified and pursued (§104).

3.5 It is considered that all of the policies have had full regard to national policy, with no incidence of two or more national policies being in tension, nor of the Town Council having to strike a balance between them. As a result, the Neighbourhood Plan, as a whole, meets Condition (a).

#### 4. CONDITION (D): CONTRIBUTING TO ACHIEVING SUSTAINABLE DEVELOPMENT

4.1 As neither a Sustainability Appraisal nor Strategic Environmental Assessment Report have been required of the Neighbourhood Plan, the Statement sets out in Table B below how each of the policies contribute to the achievements of sustainable development. It does so by identifying the potential of each policy to lead to significantly positive (++) , minor positive (+), neutral (0), minor adverse (-) or significant adverse (--) effects, taking into account the proposed mitigation measures.

Table B: Neighbourhood Plan & Sustainable Development					
Policy		Social	Economic	Environmental	Commentary
R1	A Spatial Plan for Ringwood	+	0	++	The policy will have a major positive environmental effect in directing development towards the built-up area rather than the Green Belt. It will have a minor positive social effect in containing and managing the sustainable growth of the town. Its economic effect is neutral although the plan restates the distinct role Ringwood has in being an important place to shop and to access local services.
R2	Maintaining a Successful and Prosperous Town Centre	+	+	+	The policy town will have a minor positive social, economic and environmental effect in protecting and retaining the historic character of the Town Centre and retaining a critical mass of shops and services in the town centre.
R3	Making Better Use of Opportunity Areas in the Town Centre	+	+	+	The policy will have a minor positive social, economic and environmental effect in promoting the regeneration of the town and a range of Town Centre Uses including retail, culturalenvironmental, residential and business investment.
R4	Shops and Parades Within and Outside Defined Local Centres	+	0	0	The policy will have a minor positive social effect in promoting the retention of shops outside the Town Centre, which play an important part in supporting the community. Its economic and environmental effects are neutral although this ought to lead to fewer car trips.

R5	Smaller Housing	+	0	0	The policy will have a minor positive social effect by addressing a current imbalance in the range of housing types in the village, that may result in a more balanced demographic profile in the Parish longer term. Its economic and environmental effects are neutral.
R6	First Homes	++	0	0	The policy will have a significantly positive social effect by addressing a current imbalance in the range of housing types in the village, that may result in a more balanced demographic profile in the Parish longer term. Its economic and environmental effects are neutral.
R7	The Ringwood Design Code	++	0	+	The policy will have a significantly positive environmental effect and a minor positive social effect in conserving the essential character of the town and the Conservation Area. Its economic effect is neutral.
R8	Building for a Healthy Life	++	0	0	The policy will have a significantly positive social effect in ensuring that proposals consider the health of residents. Its economic and environmental effects are neutral.
R9	Conserving Local Heritage Assets	++	0	+	The policy will have a significant positive environmental effect and a minor social effect in ensuring that features of local historic and/or architectural value are understood and kept as far as possible in new development proposals as part of retaining the character of the town, for the enjoyment of the local community. Its economic effect is neutral.
R10	Creating a Green Infrastructure and Nature Recovery Network	+	0	++	The policy is likely to have a significant positive environmental effect in ensuring that development proposals contribute to the multi-functional roles of green infrastructure assets including their recreational, ecological and climate change roles. It will have moderate social effect as the network comprises a range of publicly accessible spaces that will benefit from the policy provisions. Its economic effect is neutral.
R11	Zero Carbon Buildings	+	++	++	The policy will have a significant positive environmental effect in maximising the zero carbon performance of all new buildings. It will have increasingly positive social and economic effects in the ongoing financial savings to the building (residential and commercial) occupiers in very low energy costs.
R12	Encouraging Active and Healthy Travel	+	0	+	The policy will have minor positive social and environmental effects in promoting sustainable travel modes in the Parish, which will contribute to the reduction of carbon emissions and provide opportunities for exercise. Its economic effect will be neutral.

## **5. CONDITION (E): GENERAL CONFORMITY WITH THE STRATEGIC POLICIES OF THE DEVELOPMENT PLAN**

5.1 The Neighbourhood Plan has been prepared to ensure its general conformity with the strategic policies of the development plan for the District, that primarily comprises the New Forest District (NFDC) Local Plan Part 1 2016 – 2036 and the New Forest National Park Authority (NFNPA) Local Plan 2016 – 2036 and saved policies of the New Forest District Council Core Strategy (2009) and the New Forest District Council Local Plan Part 2 (2014), as well as separate Minerals and Waste plans, taken as a whole.

5.2 The NFDC Local Plan defines Ringwood as a 'principal settlement' in the settlement hierarchy of the District. NFDC has provided an indicative housing target for the town of 1300 dwellings for the Local Plan period including the three allocated strategic sites, which combined accounts for a minimum of approximately 850 dwellings. The NFDC has not yet resolved whether to proceed with a Local Plan Part 2 2016 - 2036 or undertake a full Local Plan Review. The NFDC indicative housing target for Ringwood to contribute to the fulfilment of the Local Plan part 1 requirement can be met from existing allocations.

5.3 An assessment of the general conformity of each policy is contained in table C below.



<b>Table C: Neighbourhood Plan &amp; Development Plan Conformity Summary</b>		
<b>No.</b>	<b>Policy Title &amp; Refs</b>	<b>Commentary</b>
R1	A Spatial Plan for Ringwood	The policy is consistent with the broader spatial strategy of the NFDC and NFNPA Local Plans in meeting most development needs within the settlement boundary in a manner that is appropriate for and proportionate to the nature and size of Ringwood as per Policy STR1 – STR5 of the NFDC Local Plan, which includes the three allocated strategic sites of Policies SS13 – SS15, and protecting the countryside, and adjoining New Forest National Park whilst providing a wide range of services, facilities and employment opportunities for National Park residents as per Policy SP4 of the NFNPA Local Plan. It does not attempt to revise the way in which development plan policies apply to the area, it simple refines the spatial plan in more details by defining distinct areas of the town.
R2	Maintaining a Successful and Prosperous Town Centre	This policy replaces NFDC Local Plan policies ECON5 and ECON6 which no longer complies with national planning policy or the Use Class Order 2020. It retains the boundary of Ringwood Town Centre with the intent to protect the town's primary shopping area from unsympathetic and harmful change which his consistent with the intent and aims of NFDC Local Plan policies ECON5 and ECON6 and NFNPA Local Plan Spatial Strategy retaining the town's ability to provide a wide range of services, facilities and employment opportunities for National Park residents.
R3	Making Better Use of Opportunity Areas in the Town Centre	This policy is consistent with the broader spatial strategy of the NFDC and NFNPA Local Plans, as well as the 'town centre first' approach set out in NFDC Local Plan policy ECON5, in identifying redevelopment opportunities in the town centre, improving connectivity (as per NFDC Local Plan Policy CCC2) and in providing high quality spaces (as per NFDC Local Plan ENV3) to enable Ringwood to retain its existing role.
R4	Shops and Parades Within and Outside Defined Local Centres	The policy is consistent with NFDC Local Plan Part 2 policy DM19 in its intent to ensure that development proposals do not result in the loss of shops in the identified local centre in Poulner or individual shops in the Parish. It also brings up to date the principles of NFDC Local Plan Policy ECON6 and refines the aims of policy STR8 in retaining community facilities.
R5	Smaller Housing	The policy refines NFDC Local Plan Policy HOU1 through encouraging an emphasis on one or-two-bedroom homes reflecting the identified need for smaller homes. The policy does not exclude the provision of larger dwellings and therefore continues to seek diversification of the current housing

		stock to achieve an overall balance.
R6	First Homes	The policy updates NFDC Local Plan Policy HOU2 by setting out the requirement to deliver affordable homes in line with the evolution of national policy since the adoption of the Local Plan, notably the launching of the 'First Homes' affordable housing as an affordable sale product and the requirement for a minimum of 25% provision.
R7	The Ringwood Design Code	The policy is a response to the Government's encouragement that neighbourhood plans should set out local design guidance. The policy refines NFDC Local Plan Policy ENV3 and NFNPA Local Plan Policy DP18 and works alongside the Ringwood Local Distinctiveness SPD by identifying local context and specific design features of the town and Parish.
R8	Building for a Healthy Life	The policy is consistent with and updates NFDC Local Plan policy ENV3 to align with NPPF §133.
R9	Conserving Local Heritage Assets	The policy identifies Local Heritage Assets for the provisions of NFDC saved Policy DM1 and NFNPA Local Plan Policy SP16.
R10	Creating a Green Infrastructure and Nature Recovery Network	This policy refines NFDC Local Plan policy ENV4 in identifying the existing Green Infrastructure network in the Parish.
R11	Zero Carbon Buildings	The policy complements and updates NFDC Local Plan Policy IMPL2, NFDC saved Policy DM4 and NFNP Local Plan Policies SP1 and SP11 to bring this policy context up to date with contemporary thinking and to align with national climate change policy through the energy performance of new buildings.
R12	Encouraging Active and Healthy Travel	The policy is consistent with NFDC Local Plan Policy CCC2 and NFNPA Local Plan Policies SP54 and SP55 in promoting safe and sustainable travel modes in the Parish.

5.5 It is considered that all the policies are in general conformity with the strategic policies of the adopted development plan. None of the policies of the Neighbourhood Plan have required a balancing exercise to be undertaken in having regard to general conformity with strategic policy as none are considered to be inconsistent with strategic policy. As a result, the Neighbourhood Plan, as a whole, meets Condition (e).

## **6. CONDITION (F): COMPATABILITY WITH EU-DERIVED LEGISLATIONS**

6.1 The District Council and National Park Authority confirmed in their final screening opinion that a Strategic Environmental Assessment is not required, following consultation with statutory bodies, as per Regulation 9 of the Environmental Assessments of Plans and Programmes Regulations 2004 (as amended). A copy of the screening opinion is published separately. The Town Council has therefore met its obligations in relation to the EU Directive 2001/42 in respect of assessing the potential for significant environmental effects of the policies of the Neighbourhood Plan.

6.2 The Town Council has also met its obligations in relation to the habitat provisions of EU Directive 92/43/EEC (and the associated Conservation of Natural Habitats and Wild Flora and Conservation of Habitats and Species Regulations 2017 (as amended)). In this regard, the Town Council provided the District Council and National Park Authority with all the necessary information it required for the purposes of determining whether an Appropriate Assessment was required or to carry out the Appropriate Assessment if one was required. The District Council and National Park Authority's Habitats Regulations Screening Assessment concludes that the making of the Neighbourhood Plan is not likely to have a significant effect on a European site (as defined in the 2017 Regulations) either alone or in combination with other plans or projects.

6.3 The Town Council has been mindful of the fundamental rights and freedoms guaranteed under the European Convention on Human Rights in process of preparing the Neighbourhood Plan and considers that it complies with the Human Rights Act. The Neighbourhood Plan has been subject to extensive engagement with those people local to the area who could be affected by its policies and their views have been taken into account in finalising the Plan.

## **REPORT TO POLICY & FINANCE COMMITTEE – 19<sup>th</sup> July 2023**

### **FINANCIAL REGULATIONS**

#### **1. Background**

- 1.1 The Council is required to maintain an effective system of financial control. Financial Regulations are one of the most important elements of this system. They need to be fit for purpose and regularly reviewed to ensure they remain so over time.
- 1.2 Financial regulations are regularly reviewed and any proposals for change are brought to Policy & Finance Committee for approval and endorsement before the regulations are updated.
- 1.3 The financial regulations were last reviewed in July 2022 at which time a minor amendment was introduced to enable delegated authority to vire limited budgets between different budget headings.
- 1.4 The complete set of Financial regulations, together with any proposals for changes will be brought before this Committee for approval each year.

#### **2. Financial Regulations Update**

- 2.1 There are currently no proposals to update Financial Regulations at this time.
- 2.2 The amendment that was approved in 2022 has been used a limited number of times to enable necessary expenditure to proceed without any increase to the overall budget requirement. The use of delegated authority to vire budgets will continue to be monitored.
- 2.3 A copy of the current set of Financial Regulations, which were adopted in 2022, is appended to this report.

#### **3. RECOMMENDATION**

It is **recommended** that:-

- 3.1 The current Financial Regulations be endorsed by the Town Council.

For further information please contact:

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# RINGWOOD TOWN COUNCIL

## FINANCIAL REGULATIONS

(Adopted July 2022)

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These Financial Regulations were endorsed by the policy & Finance committee at its Meeting held on 20<sup>th</sup> July 2022

## 1. GENERAL

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
  - 1.3.1. for the timely production of accounts;
  - 1.3.2. that provide for the safe and efficient safeguarding of public money;
  - 1.3.3. to prevent and detect inaccuracy and fraud; and
  - 1.3.4. identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. A deliberate breach of these Regulations by an employee may be considered gross misconduct.
- 1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of Councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Finance Manager has been appointed as RFO for this Council and the Regulations will apply accordingly.
- 1.9. The RFO;
  - 1.9.1. acts under the policy direction of the council;
  - 1.9.2. administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
  - 1.9.3. determines on behalf of the council its accounting records and accounting control systems;
  - 1.9.4. ensures the accounting control systems are observed;
  - 1.9.5. maintains the accounting records of the council up to date in accordance with proper practices;
  - 1.9.6. assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
  - 1.9.7. produces financial management information as required by the council.



- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations<sup>1</sup>.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- 1.11.1. entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
  - 1.11.2. a record of the assets and liabilities of the council; and
  - 1.11.3. wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- 1.12.1. procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
  - 1.12.2. procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
  - 1.12.3. identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
  - 1.12.4. procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
  - 1.12.5. measures to ensure that risk is properly managed.
- 1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:
- 1.13.1. setting the final budget or the precept (Council Tax Requirement);
  - 1.13.2. approving accounting statements;
  - 1.13.3. approving an annual governance statement;
  - 1.13.4. borrowing;
  - 1.13.5. writing off bad debts;
  - 1.13.6. declaring eligibility for the power of well-being; and
  - 1.13.7. addressing recommendations in any report from the internal or external auditors,
- shall be a matter for the full council only.
- 1.14. In addition the council must:
- 1.14.1. determine and keep under regular review the bank mandate for all council bank accounts;

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<sup>1</sup> Accounts and Audit (England) Regulations SI 2015/234 (as amended)

- 1.14.2. approve any grant or a single commitment in excess of £15,000; and
  - 1.14.3. in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant Committee in accordance with its terms of reference.
- 1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in Governance and Accountability for Local Councils– a Practitioners' Guide (England) issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC) or Governance and Accountability for Local Councils in Wales - A Practitioners' Guide, available from the websites of One Voice Wales (OVW) and SLCC as appropriate.

## 2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate Guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Policy & Finance Committee.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
  - 2.6.1. be competent and independent of the financial operations of the council;
  - 2.6.2. report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;

- 2.6.3. to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- 2.6.4. have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
  - 2.7.1. perform any operational duties for the council;
  - 2.7.2. initiate or approve accounting transactions; or
  - 2.7.3. direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

### **3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING**

- 3.1 The RFO must each year, by no later than the end of December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Policy & Finance Committee and the Council.
- 3.2 The RFO may also prepare a three-year forecast of expenditure and income including capital receipts which shall be updated to take account of decisions relating to the annual budget, precept and use of reserves together with other emerging issues which might impact the budget.
- 3.3 The council shall consider annual budget proposals in relation to the council's three year forecast (if available) including recommendations for the use of reserves and sources of funding
- 3.4 The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.
- 3.5 The approved annual budget shall form the basis of financial control for the ensuing year.
- 3.6 Each individual budget entry will have an identified budget manager who will have overall responsibility for controlling spend against that budget. The budget manager will be an officer of the Council.

## 4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

- 4.1. Expenditure may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:
  - 4.1.1. the council or an appropriate committee for all individual items of £15,000 and above (as evidenced by a Minute of a relevant meeting);
  - 4.1.2. the relevant Budget Manager in conjunction with either the Clerk or the RFO for all individual items between £1,000 & £15,000 (as evidenced by a Purchase Order assigned to the Budget Manager and approved by the Clerk or RFO); and
  - 4.1.3. the relevant Budget Manager for all individual items below £1,000 (as evidenced by a Purchase Order that has been either assigned to or approved by the Budget Manager and approved by a different officer from the one it is assigned to).

Purchases may not be disaggregated to avoid controls imposed by these regulations. Each budget manager is responsible for seeking advice from the RFO on the budget code applying to each item of expenditure and/or advice from the Clerk on the relevant legal power to incur it if they judge that such advice is needed. The RFO shall have power to alter the coding of expenditure which has (in the opinion of the RFO) been coded incorrectly by a budget manager at any time and by making a journal transfer if necessary.

- 4.2. Subject to regulation 4.5 & 4.6 below, no expenditure may be authorised that will exceed the amount provided in the budget for that class of expenditure by more than £100 or ten per cent (whichever is the greater) other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of Council, or duly delegated Committee, having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement'). Furthermore, where income is expected that is linked to or dependent upon a class of expenditure (e.g. from the sale of catering supplies or in connection with public events), expenditure in excess of the approved budget may be authorized if it is fully off-set by income earned.
- 4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year but those for incomplete projects shall be.
- 4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by the minutes of the relevant council or committee meeting. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.5. In cases of extreme urgency and risk to the delivery of council services or to the reputation of the Council, the Clerk may authorise expenditure on behalf of the Council which in the Clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £5,000 The Clerk shall report such action to the chairman as soon as possible and to the Council as soon as practicable thereafter.
- 4.6. Budget managers may, with the approval of the Clerk and the RFO, transfer or vire a limited amount of any of their unexpended non payroll budget to enable increased

expenditure elsewhere. This is subject to there being no overall increase in the budget, a limit of up to a 20% transfer from an existing budget and a maximum budget virement of £500. Any such budget transfer will be reported to Policy & Finance Committee and will be for the current year only unless member approval is granted to make the budget transfer permanent. Virements may not take place between payroll and non-payroll budgets.

- 4.7. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the Council is satisfied that the necessary funds are available and/or the requisite borrowing approval has been obtained.
- 4.8. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.9. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared monthly with effect from the third month of the financial year (except in August) and shall be supplemented with a narrative report from the RFO on the overall budget position, explanations of material variances and, where practicable, comment on the expected out-turn at year-end. Routine budget comparison reports may be limited to main budget headings only but the RFO will produce a detailed report including budget sub-headings if requested.
- 4.10. Changes in earmarked reserves shall be approved by Council as part of the budget setting and budget control process.

## **5. BANKING ARRANGEMENTS AND SCRUTINY OF PAYMENTS**

- 5.1 The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be reviewed annually for safety and efficiency & as soon as reasonably practical following the departure of a signatory.
- 5.2 The RFO shall prepare a schedule of all payments, forming part of the Agenda for the Meeting and present the schedule to the Policy and Finance Committee. That Committee shall review the schedule for compliance and, having satisfied itself shall endorse it by a resolution of the Committee. The approved schedule shall be signed by the Chairman of the Meeting and a second committee member at the meeting or as soon as practicable thereafter. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was approved. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarized to remove public access to any personal information. Other personal data shall also be redacted in appropriate cases.
- 5.3 All invoices for payment shall be examined and verified by the relevant budget manager to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council. The budget manager will amend the relevant Purchase Order if necessary and mark the order as received.
- 5.4 The relevant budget manager shall examine invoices for arithmetical accuracy and assign them to the appropriate expenditure heading. The RFO shall take all steps to

pay all invoices submitted, and which are in order and marked as received, in a timely manner and in any event, within 28 days and report this at the next available Policy and Finance Committee Meeting

- 5.5 The Clerk and RFO shall have delegated authority to authorise the payment of items as set out in section 4 and in the following circumstances:
- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of the Policy and Finance Committee;
  - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of the Policy and Finance Committee; or
  - c) fund transfers within the councils banking arrangements up to the sum of £50,000, per month, per account, provided that a list of such transfers shall be submitted to the next appropriate meeting of the Policy and Finance Committee.
- 5.6 In respect of grants the Policy & Finance Committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the Council.
- 5.7 Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorize or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.
- 5.8 The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.9 Any changes in the recorded details of suppliers, such as bank account records, shall be approved by the Clerk or RFO.

## 6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2 Following authorisation under Financial Regulation 4 above, the Council, a duly delegated committee or, if so delegated, the Clerk or RFO may give instruction that a payment shall be made.
- 6.3 Cheques or orders for payment drawn on the bank account shall require any two signatures of the Clerk, the Deputy Clerk, the RFO or Members for sums under £1,000 or two members of the Council or one member and countersigned by the Clerk in any other case. If a member who is also a bank signatory has declared a disclosable pecuniary interest, or has any other interest, in the matter in respect of which the payment is being made, that Councillor shall be required to consider Standing Orders, and thereby determine whether it is appropriate and / or permissible to be a signatory to the transaction in question.



- 6.4 To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.5 Payments not exceeding £50,000 may be made by the RFO (and/or any assistant authorized by the RFO) on the bank account by BACS and/or online transfer if supported by a Purchase Order receipted or an invoice examined and verified as described in Financial Regulations 4 and 5 above and shall be reported to the Policy & Finance Committee at the next convenient meeting.
- 6.6 Payment for utility supplies (energy, telephone, water, etc.), National Non-Domestic Rates and other suitable types of expenditure (especially payments under contracts for hire of equipment and such like) may be made by variable Direct Debit provided that the instructions are agreed by the Clerk and the RFO and any payments are reported to council as made. A list of active direct debits shall be produced to the Policy & Finance Committee at least once a year. Other recurring expenditure that is not covered by Direct Debit (or subject to individual purchase orders) may be made by BACS payment provided such arrangements are included under a schedule endorsed by the Clerk and the RFO and reported to the Policy & Finance Committee at least once a year.
- 6.7 Payment for certain items (principally Salaries) may be made by Banker's Standing Order provided that the instructions are signed, or otherwise evidenced by two members and are retained and any payments are reported to the Policy & Finance Committee.
- 6.8 No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.9 Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.10 The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall, software with automatic updates, together with a high level of security, is used.
- 6.11 Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The Bank Mandate approved by the council shall identify a number of officers and/or councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.12 Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Intentional breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.13 Changes to account details for suppliers, which are used for internet banking may only be made on written hard copy notification by the supplier and supported by hard copy authority for change signed by two of the Clerk, the RFO and a Member. A programme of regular checks of standing data with suppliers will be followed.
- 6.14 Credit Cards may be issued to any Budget Manager by the RFO in conjunction with the Clerk provided that the credit limit on the account shall not exceed £5,000 and

arrangements are made to ensure the full balance shown on each monthly statement is paid by the due date to ensure that no interest shall become payable. It will be the responsibility of the any Budget Manager using such card to raise a Purchase Order for each transaction in the usual way. Personal credit or debit cards of members or staff shall not be used under any circumstances.

- 6.15 The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.
- a) The RFO shall maintain 3 petty cash floats of £200 (Office), £100 (Visitor Information Centre) and £100 (Carvers Clubhouse) for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.
  - b) Income received must not be paid into the petty cash float but must be separately banked, unless disbursed, as provided elsewhere in these regulations.
  - c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to the Policy & Finance Committee under 5.2 above.
  - d) A further float may be established from time to time to defray operational expenditure in respect of events. Such floats will be subject to the same controls that are set out above in paragraph 6.15, a) to c).

## 7. PAYMENT OF SALARIES

- 7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available Policy & Finance Committee meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any terms and conditions of employment without the prior consent of the Policy & Finance Committee.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
  - a) by any councillor who can demonstrate a need to know;
  - b) by the internal auditor;
  - c) by the external auditor; or
  - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by the Staffing Committee.
- 7.8. Before employing interim staff the council must consider a full business case.

## **8. LOANS AND INVESTMENTS**

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for Borrowing Approval, and subsequent arrangements for the Loan shall only be approved by full council.
- 8.2. Any financial arrangement which does not require formal Borrowing Approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. All loans and investments shall be negotiated in the name of the Council and shall be for a set period in accordance with council policy.
- 8.4. The Council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.5. All investments of money under the control of the council shall be in the name of the Council.
- 8.6. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.7. Payments in respect of short term or long term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

## **9. INCOME**

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

- 9.5. All sums received on behalf of the council shall be banked intact unless disbursed on related expenditure as agreed with the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are planned to be received by the council, the RFO shall make such arrangements as the RFO and the Clerk judge practicable to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

## 10. ORDERS FOR WORK, GOODS AND SERVICES

- 10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Orders must be assigned to a named officer and approved by a different named officer and must comply with the authorization limits prescribed in Regulation 4 above. Copies of all orders shall be retained.
- 10.2. Order records shall be controlled and maintained by the RFO.
- 10.3. All members and Officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 (i) below .
- 10.4. A member may not issue an official order or make any contract on behalf of the council.

## 11. CONTRACTS

- 11.1. Procedures as to contracts are laid down as follows:
  - a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
    - i. for the supply of gas, electricity, water, sewerage and telephone services;
    - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;

- iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
  - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council;
  - v. for additional audit work of the external Auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council);
  - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price; and
  - vii. contracts placed under any Approved Suppliers Scheme established in accordance with Regulation 11.2 below.
- b) Where the Council intends to procure or award a public supply contract, public service contract or public works contract as defined by the Public Contracts Regulations 2015 ("The Regulations") which is valued at £25,000 or more, the Council shall comply with the relevant requirements of the Regulations.
  - c) The full requirements of the Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceeds thresholds in the Regulations set by the Public Contracts Directive 2014/24EU (which may change from time to time).
  - d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be set out in a recommendation to the council.
  - e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
  - f) The tendering process shall be managed by the Clerk or the RFO in a fair and lawful manner. The outcome shall be reported to members and the details of the award published.
  - g) If less than three tenders are received for contracts above £25,000 or if all the tenders are identical the council may make such arrangements as it thinks fit for procuring the goods or materials or executing the works.
  - h) Any invitation to tender issued under this regulation shall refer to the terms of the Bribery Act 2010.
  - i) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the budget manager shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the budget manager shall strive to obtain 3 estimates. Otherwise, Regulation 10 (3) above shall apply.
  - j) The council shall not be obliged to accept the lowest of any tender, quote or estimate, but reasons must be recorded for any such decision.
  - k) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

- 11.2 The council may maintain a list of approved suppliers on the following conditions:
- a) the list shall identify suppliers and specify the types of goods, materials, works or services that may be ordered from each;
  - b) the RFO may admit a supplier to the list only after due enquiry has been made to establish that it is willing and able to provide good value for money;
  - c) the RFO shall review each supplier's membership of the list every three years to ensure that it remains willing and able to provide good value for money and if unsatisfied on this point may remove the supplier from the list;
  - d) any potential supplier may apply to the RFO at any time for admission to the list;
  - e) the RFO shall report to the Policy & Finance Committee all admissions to and removals from the list; and
  - f) the Policy & Finance Committee shall review the list at least once a year and may resolve to admit or remove any supplier from it or alter the categories of goods, materials, works or services relating to a supplier on the list at any time.

## **12. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS**

- 12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

## **13. STORES AND EQUIPMENT**

- 13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 13.2. Delivery Notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.
- 13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.]

## **14. ASSETS, PROPERTIES AND ESTATES**

- 14.1. The Clerk shall make appropriate arrangements for the registration at Land Registry of all interests in land held by the council that are capable of such registration and custody of all documents that cannot be so registered. The RFO shall ensure a



record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £500.
- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law, In each case a Report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a Report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5. Subject only to the limit set in Reg. 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a Report in writing shall be provided to council with a full business case.
- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually in the case of items which cost more than £3,000 and at three-yearly intervals in any other case), possibly in conjunction with a health and safety inspection of assets.

## 15. INSURANCE

- 15.1. Following the annual risk assessment (per Financial Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers in consultation with the Clerk.
- 15.2. Budget managers shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

## 16. CHARITIES

16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any Audit or Independent Examination as may be required by Charity Law or any Governing Document.

## 17. RISK MANAGEMENT

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk, with the RFO, shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

17.2. When considering any new activity, the Clerk, with the RFO, shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

## 18. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

18.1. It shall be the duty of the council to review the Financial Regulations of the council annually. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these financial regulations.

18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

**DATED** \_\_\_\_\_ **2023**

**LEASE**

**relating to**

Bowling Green at Carvers Recreation Ground, Ringwood

between

**RINGWOOD TOWN COUNCIL**

and

**RINGWOOD BOWLING CLUB**



**Ringwood  
Town Council**

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**LR1. Date of lease**

2023

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

HP467833

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

RINGWOOD TOWN COUNCIL of  
Ringwood Gateway, The Furlong, Ringwood BH24 1AT

**Tenant**

RINGWOOD BOWLING CLUB acting by its trustees  
BARRY VAUGHAN of Sunnyside, Ringwood Road, Bransgore, Christchurch BH23  
8AD,  
MARK GEORGE BROCKLEBANK of The Manor House, The Sweep, Southampton  
Road, Ringwood BH24 1HE and  
PAUL STEPHEN WRIGHT of Potter Rest, The Bickerley, Ringwood BH24 1ET

**Other parties**

None

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.



**LR7. Premium**

None

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements set out in paragraph 1 and paragraph 2 of Schedule 2 to this Lease are granted or reserved over the Property for the benefit of other property.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

Not applicable.

This lease is dated

2023

## **PARTIES**

- (1) RINGWOOD TOWN COUNCIL of RINGWOOD GATEWAY, THE FURLONG, RINGWOOD BH24 1AT (**Landlord**)
- (2) RINGWOOD BOWLING CLUB acting by its trustees BARRY VAUGHAN of Sunnyside, Ringwood Road, Bransgore, Christchurch BH23 8AD, MARK GEORGE BROCKLEBANK of The Manor House, The Sweep, Southampton Road, Ringwood BH24 1HE and PAUL STEPHEN WRIGHT of Potter Rest, The Bickerley, Ringwood BH24 1ET (**Tenant**)

## **BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this lease.

#### **1.1 Definitions:**

**Annual Rent:** rent at an initial rate of £1,441 per annum until 30<sup>th</sup> April 2028 and then as revised under **Schedule 4** and any interim rent determined under the LTA 1954.

**Authorised Person:** any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Clubhouse:** the clubhouse building erected on the Property by the Tenant with the permission of the Landlord during the term granted by a Previous Lease of the Property.

**Contractual Term:** a term of years from and including the 1<sup>st</sup> May 2023 to and including the 30<sup>th</sup> April 2037.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Insolvency Event:** subject to clause 1.15, any one or more of the following:

- a) the making of any other compromise or arrangement for the benefit of any creditors of the Tenant;
- b) the making of an administration order in relation to the Tenant;
- c) the appointment of an administrator in relation to the Tenant;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a winding-up order in respect of the Tenant;
- g) the striking-off of the Tenant from the Register of Companies;
- h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);
- i) the making of a bankruptcy order against the Tenant; or
- j) obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant; or

**Interest Rate:** the base rate from time to time of Lloyds Bank or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**Landlord's Neighbouring Property:** the freehold properties known as 92 Southampton Road, Ringwood and Carvers Recreation Ground, Ringwood registered at HM Land Registry with title number HP467833 (but excluding the Property).

**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Permitted Use:** Use for the purposes of a bowling club and purposes usually or reasonably ancillary thereto (including the provision of a club-house or pavilion and car parking spaces)

**President:** the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Previous Lease:** means a lease of the Property dated 22 April 1998 made by the Landlord (1) and Frederick George Chalcraft and Denley Moss (2) and all documents supplemental or collateral to that lease.

**Property:** the property described in **Schedule 1**.

**Property Plan:** the plan annexed to this lease at **ANNEX A** and marked "Property Plan".

**Rates and Taxes:** all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Reinstatement Cost:** the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

**Rents:** the rents set out in clause **2.2**.

**Rent Commencement Date:** 1 May 2023.

**Rent Payment Dates:** 1 May and 1 November in every year of the Term.

**Reservations:** the rights excepted and reserved in paragraph **1** of **Schedule 2**.

**Rent Review Date:** 1 May 2028 and every fifth anniversary.

**Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Signs:** signs, fascia, awnings, placards, boards, posters and advertisements.

**Term:** the Contractual Term.

**Termination Date:** the date on which the Term ends (however it ends).

**Third Party Rights:** the matters set out in **Schedule 3**.

**Transaction:** is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;

- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

**Utilities:** electricity, gas, water, sewage, heating, energy, telecommunications, data and all other services and utilities.

**Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

**VAT:** value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
  - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
  - (b) the **Tenant** includes a reference to its successors in title and assigns; and
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord (acting reasonably). Any dispute between the Tenant and the Landlord in connection with the definition of "fair proportion" will be referred to the Royal Institute of Chartered Surveyors (RICS) and the RICS' decision shall be binding on the Landlord and the Tenant..
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.10 The expressions **authorised guarantee agreement, landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 40.1; and
  - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 40.3;
- 1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** 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.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
    - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
    - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
  - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred.
- 1.18 References to any sums being payable on demand or when demanded means being payable within 14 days of written demand.



- 1.19 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.20 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.21 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.22 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.23 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## **2. Grant**

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
  - (b) with full title guarantee
  - (c) excepting and reserving the Reservations; and
  - (d) subject to Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- (a) the Annual Rent;
  - (b) all interest payable under this lease;
  - (c) all other sums properly due and payable under this lease; and
  - (d) all VAT chargeable on the other rents set out in this clause 2.2.

## **3. Ancillary Rights**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

## **4. Tenant covenants**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

## **5. Payment of Annual Rent**

The Tenant must pay the Annual Rent by two equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of the Annual Rent on the Rent Commencement Date; and
- (b) the first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

## **6. Payment method**

The Tenant must pay the Annual Rent and all other sums payable under this lease by any method that the Landlord reasonably requires from time to time and notifies to the Tenant.

## **7. No set-off**

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. Interest**

- 8.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within 10 working days of the date it is due (in the case of Annual Rent only) (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 8.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord correctly and reasonably believes that the Tenant is in material breach of any of the tenant covenants of this lease, then, when that amount is reasonably accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

## **9. Rates and Taxes**

- 9.1 The Tenant must pay all Rates and Taxes.

9.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **10. Utilities**

10.1 The Tenant must pay all Utility Costs.

10.2 The Tenant must comply with all laws of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

## **11. Common items**

The Tenant must pay to the Landlord within 10 working days of written demand a fair and reasonable proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land provided that details of the costs and calculation of the Tenant's fair proportion is provided with each written demand for payment

## **12. Costs**

The Tenant must pay on demand the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' reasonable costs and expenses (whether incurred before or after the Termination Date) in connection with any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) the lawful and proper serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld or delayed by the Landlord).

### **13. Prohibition of dealings**

Except as expressly permitted by clause 14, the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

### **14. Change of Trustee or Trustees or Incorporation**

14.1 The Tenant may assign the whole of this lease only:

- (a) If this is required to give effect to any change of trustee of the club which comprises the Tenant; or
- (b) To a new corporate entity if the club which comprises the Tenant resolves to incorporate itself.

### **15. Notification and registration of dealings**

15.1 Within one month of any Transaction, the Tenant must:

- (a) give the Landlord notice of the Transaction;
- (b) deliver two certified copies of any document effecting or evidencing the Transaction to the Landlord (including two certified copies of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
- (c) pay the Landlord a registration fee of £75 (plus VAT).

15.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- (a) promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
- (b) (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
- (c) as soon as reasonably practicable, on completion of the registration, send the Landlord official copies of its title.

15.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

## **16. Clubhouse**

- 16.1 The Landlord acknowledges that the Clubhouse was built by and at the expense of the Tenant with no intention of annexing it to the Property as a permanent fixture thereto with the result that it remains the property of the Tenant.
- 16.2 The Tenant is to maintain the Clubhouse (including its décor) in a reasonably presentable and safe condition and shall be free to maintain it in all other respects to such standard as it shall deem fit.
- 16.3 The Landlord shall not be obliged to inspect or repair the Clubhouse or any Service Media which serve only the Clubhouse.
- 16.4 The Tenant shall be entitled (but not obliged) to insure for its exclusive benefit the Clubhouse against damage by such risks as it deems expedient and the Landlord shall not arrange any insurance covering the Clubhouse.

## **17. Alterations**

- 17.1 Except as permitted by this clause 17, the Tenant must not make any:
- (a) alteration or addition to the Property; or
  - (b) opening in any boundary of the Property.
- 17.2 The Tenant may make structural and non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 17.3 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

## **18. Signs**

- 18.1 The Tenant must not:
- (a) display any Signs inside the Property that are visible from the outside; or
  - (b) attach any Signs to the exterior of the Property;
- except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

## **19. Returning the Property to the Landlord**

- 19.1 The Tenant must return the Property to the Landlord (acting reasonably) on the Termination Date free of occupation and in the condition required by this lease.
- 19.2 Subject to clause 19.3, the Tenant must by the Termination Date:

- (a) remove:
    - (i) any tenant's fixtures (including the Clubhouse) from the Property;
    - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
    - (iii) any Signs erected by the Tenant at the Property; and
  - (b) make good any damage caused to the Property by the removal of those items and alterations.
- 19.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 19.2(a)(i) and clause 19.2(a)(ii) need not be removed pursuant to clause 19.2, the Tenant need not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 19.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 19.5 The Tenant:
- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
  - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

## **20. Use**

- 20.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 20.2 The Tenant must not:
- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury or legal nuisance to the Landlord or any property that neighbours the Property or local community;
  - (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
  - (c) hold any auction at the Property;
  - (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
  - (e) overload or block any Service Media at or serving the Property;



- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) (except as permitted by clause 17.3) interfere with any Service Media at the Property;
- (h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (i) allow any person to sleep at or reside on the Property.

## **21. Allow entry**

21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

## **22. Keyholders and emergency contact details**

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

## **23. Compliance with laws**

23.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or exclusively serving the Property whether or not used or operated;
- (c) any works carried out at the Property by the Tenant; and
- (d) all materials kept at or disposed of from the Property by the Tenant.

- 23.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps reasonably necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require at the Landlord's cost.
- 23.3 The Tenant must not:
- (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed where the application relates to works or a change of use permitted under this lease); or
  - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 23.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 23.5 The Tenant must:
- (a) comply with its obligations under the CDM Regulations;
  - (b) use reasonable endeavours to procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) should if possible carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
  - (c) use reasonable endeavours to supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 23.6 As soon as reasonably practicable after the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 23.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 23.8 The Tenant must keep:
- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property.

## **24. Energy Performance Certificates**

24.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord at its own cost to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

24.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

24.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord at its own cost commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord.

24.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

## **25. Third Party Rights**

The Landlord will advise the Tenant of all Third Party Rights where the Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

## **26. Registration of this lease**

26.1 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title of completion of the registration.

## **27. Closure of registered title**

- 27.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease promptly (and in any event within one month) following the Termination Date.
- 27.2 The Tenant must:
- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 27.1 are responded to promptly and properly; and
  - (b) keep the Landlord informed of the progress and completion of that application.

## **28. Encroachments and preservation of rights**

- 28.1 The Tenant must not knowingly permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 28.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- (a) upon becoming aware inform the Landlord and give the Landlord notice of that encroachment or action; and
  - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 28.3 The Tenant must use reasonable endeavours to preserve all rights of light and other easements enjoyed by the Property.
- 28.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 28.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- (a) upon becoming aware inform the Landlord and give the Landlord notice of that action; and
  - (b) at the request of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

## **29. Indemnity**

The Tenant must keep the Landlord indemnified against all liabilities, reasonable and proper expenses, costs (including, but not limited to, any solicitors' or other professionals' reasonable costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any material or subsisting breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

## **30. Landlord covenants**

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

## **31. Quiet enjoyment**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

## **32. Exercise of right of entry**

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 2, the Landlord must:

- (a) except in case of emergency, give reasonable prior notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

## **33. Re-entry and forfeiture**

- 33.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the rent is unpaid 21 days after becoming payable (in the case of the Annual Rent only) (whether it has been formally demanded or not);
  - (b) any material breach of any condition of, or tenant covenant in, this lease; or
  - (c) an Insolvency Event.
- 33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any material breach of covenant by the Tenant.

**34. Section 62 of the LPA 1925**

- 34.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.
- 34.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number HP467833.

**35. No restriction on Landlord's use**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

**36. Limitation of liability**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

**37. Limitation of Trustee Liability**

Notwithstanding any other provisions of this lease it is hereby expressly agreed and declared by the parties hereto that each and every liability undertaken by the Landlord hereunder shall be subject to the proviso that Barry Vaughan, Mark George Brocklebank and Paul Stephen Wright as trustees of Ringwood Bowling Club shall not incur any liability in respect thereof whether jointly or severally save to the extent that such liability shall not exceed in amount the value of the assets less the liabilities (other

than the liability to pay benefits) of the Ringwood Bowling Club from time to time in their capacity as trustees for Ringwood Bowling Club.

### **38. Breach of repair and maintenance obligation**

- 38.1 The Landlord may enter the Property upon reasonable prior written notice to inspect its condition and state of repair and give the Tenant a notice of any material breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 38.2 Following the service of a notice pursuant to clause 38.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works reasonably needed to remedy any material breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
  - (b) is not carrying out the required works as soon as reasonably practicable. .
- 38.3 The reasonable and proper costs incurred by the Landlord in carrying out any works pursuant to clause 38.2 (and any reasonable professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable within 10 working days of written demand.
- 38.4 Any action taken by the Landlord pursuant to this clause 38 shall be without prejudice to the Landlord's other rights (including those under clause 33).

### **39. Notices**

- 39.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (a) by hand:
    - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
    - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
    - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
  - (b) by pre-paid first-class post or other next working day delivery service:
    - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
    - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
    - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.



39.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

- (a) delivered by hand, at the time the notice is left at the proper address; or
- (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **40. Consents and approvals**

40.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

40.2 If a waiver is given pursuant to clause 40.1, it shall not affect the requirement for a deed for any other consent.

40.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

40.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any necessary consent or approval from a third party.

#### **41. VAT**

41.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

41.2 On receipt of a valid VAT invoice, a party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes. Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount

equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT) provided that the Tenant receives a valid VAT invoice.

#### **42. Joint and several liability**

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

#### **43. Entire agreement**

43.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

43.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

43.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

43.4 Nothing in this clause shall limit or exclude any liability for fraud.

#### **44. Contracts (Rights of Third Parties) Act 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

#### **45. Governing Law**

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

#### **46. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Property**

The land comprising the bowling green and car parking spaces (but excluding the Clubhouse) at Carvers Recreation Ground, Southampton Road, Ringwood and shown edged red on the Property Plan.

## Schedule 2 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
  - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
  - 1.2 Subject to the Landlord complying with clause 32, and subject to the Landlord taking reasonable steps to ensure that the works do not have a materially adverse effect upon the amenity of or the access to the Property or the business carried out by the Tenant from the Property and to limit any interference with the Tenant's use and occupation of the Property, the right to enter the Property: for any other purpose mentioned in or connected with:
    - (a) this lease;
    - (b) the Reservations; or
    - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
  - 1.3 Subject to the Landlord complying with clause 32 and subject to the Landlord taking reasonable steps to ensure that the works do not have a materially adverse effect upon the amenity of or the access to the Property or the business carried out by the Tenant from the Property and to limit any interference with the Tenant's use and occupation of the Property, the right to:
    - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
    - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
    - (c) re-route and replace any Service Media referred to in this paragraph PROVIDED THAT such alternative routes shall materially be no less commodious.
  - 1.4 Subject to the Landlord complying with clause 32 and subject to the Landlord taking reasonable steps to ensure that the works do not have a materially adverse effect upon the amenity of or the access to the Property or the business carried out by the Tenant from the Property and to limit any interference with the Tenant's use and occupation of the Property, at any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

2. The Reservations:
  - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.
  - 2.2 May be exercised by:
    - (a) the Landlord;
    - (b) anyone else who is or becomes entitled to exercise them; and
    - (c) anyone authorised by the Landlord.
  - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
  - 3.1 Physical damage to the Property and the Clubhouse.
  - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

### **Schedule 3 Third Party Rights**

1. All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of HP467833.

## Schedule 4 Rent review

### 1. Defined terms

1.1 This Schedule 4 uses the following definitions:

#### “Base Figure”

- (a) on the first Notional Rent Review Date, [FIGURE] (being the Index figure for the month three months preceding the date of the lease);
- (b) on each succeeding Notional Rent Review Date, the Current Figure for the preceding Notional Rent Review Date;

#### “Current Figure”

the Index figure for the month three months preceding the Notional Rent Review Date; and

#### “Index”

the “all items” figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

#### “Notional Rent”

until the first Notional Rent Review Date, the Annual Rent and, from each Notional Rent Review Date, the sum calculated in accordance with paragraph 2.1;

#### “Notional Rent Review Date”

each anniversary of the date of the lease

### 2. Rent Review

2.1 On each Notional Rent Review Date, the Notional Rent is to be reviewed to the higher of:

- 2.1.1 the Notional Rent immediately before that Notional Rent Review Date; and
- 2.1.2 the revised Notional Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Notional Rent;

A is the Notional Rent immediately before that Notional Rent Review Date;

C is the Current Figure; and

B is the Base Figure.

2.2 If the formula produces an increase in the Notional Rent of more than 3% then the increase will be limited to 3%.



- 2.3 If the formula produces no increase in the Notional Rent or an increase of less than 1% then an increase of 1% will be applied.
- 2.4 On each Rent Review Date, the Annual Rent will be reviewed to the Notional Rent calculated for the corresponding Notional Rent Review Date.
3. **Notice of Annual Rent**
- 3.1 If the Annual Rent is increased, the Landlord must notify the Tenant as soon as possible after the Rent Review Date.
4. **Effect of delay in notifying the revised rent**
- 4.1 Following any Rent Review Date until the Landlord has notified the Tenant of the revised Annual Rent:
- 4.1.1 the Annual Rent payable under this Lease immediately before that Rent Review Date will continue to be payable until the revised Annual Rent has been notified to the Tenant;
- 4.1.2 following the notification of the revised Annual Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Annual Rent been notified before the Rent Review Date; and
- 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrears.
5. **Changes in the Index**
- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Notional Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.
- 5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.
6. **Time not of the essence**
- For the purpose of this Schedule 4 time is not of the essence.
7. The parties shall cause a memorandum of the reviewed rent duly signed by the Landlord and the Tenant to be endorsed on or securely annexed to this Lease and its counterpart and each party shall bear their own costs in this respect.
8. In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to this clause 8 and the following provisions

of this clause 8 shall apply to a reference to an expert pursuant to clause 5.1 or 5.2 above.

- 8.1 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors and have not less than 10 years relevant experience.
- 8.2 The Surveyor shall act as an expert and not as an arbitrator.
- 8.3 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.
- 8.4 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and this clause 8 shall then apply in relation to the appointment of a replacement.
- 8.5 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either party does not pay its part of the Surveyor's fees and expenses within 20 working days after written demand by the Surveyor, the other party may pay that part and the amount it pays shall be a debt due and payable on demand to the relevant party. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 8.6 Whenever the Annual Rent has been ascertained in accordance with clauses 2.1 or 5, memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this lease and its counterpart and the Landlord and the Tenant must bear their own costs in this respect.

The Common Seal of **Ringwood Town Council** was hereunto affixed in the presence of two councillors and the Town Clerk:

.....

Councillor

.....

Councillor

.....

Town Clerk

Signed as a deed by **Barry Vaughan**  
in the presence of:

.....

.....

**Tenant**

Signature of witness

.....

Name of witness

.....

Address of witness

Signed as a deed by **Mark George Brocklebank**  
in the presence of:

.....

.....

**Tenant**

Signature of witness

.....

Name of witness

.....

Address of witness

Signed as a deed by **Paul Stephen Wright**  
in the presence of:

.....

.....

**Tenant**

Signature of witness

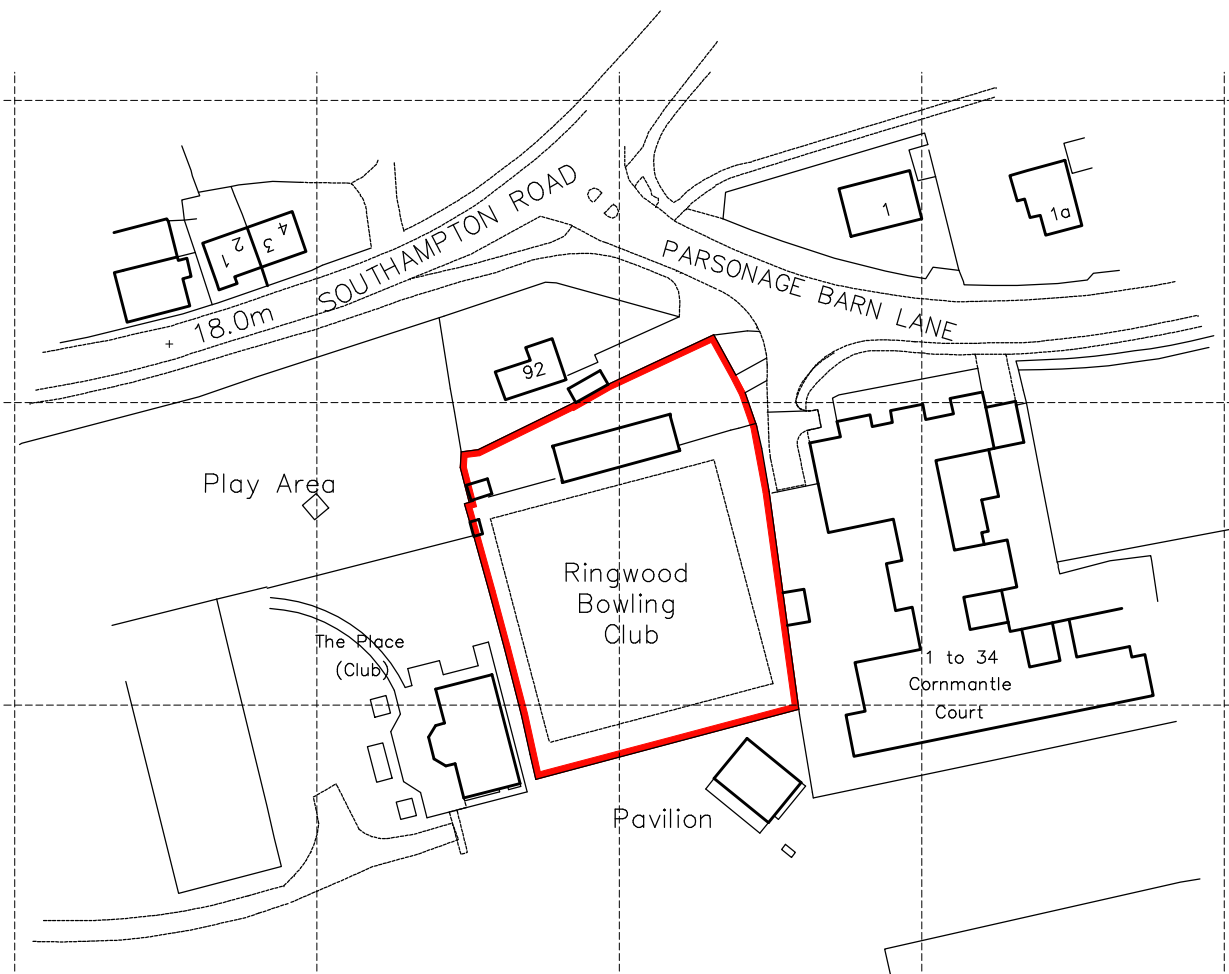
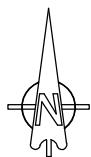
.....

Name of witness

.....

Address of witness

## **ANNEX A Property Plan**



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SCALE 1: 1250 @A4

RINGWOOD BOWLING CLUB  
MOUNT PLEASANT LANE  
RINGWOOD  
BH24 1JN